

## 2020 Sony Research Award Program Submission Terms and Conditions

Sony Corporation of America, Sony Corporation, Sony Europe B.V. and/ or other Sony companies, and all third parties that we work with (collectively “**Sony**”) are very pleased that you wish to submit a research proposal (“**Proposal**”) as part of the Sony Research Award Program (“**Program**”). You may not submit your Proposal unless you agree to these binding Submission Terms and Conditions (“**Terms**”) on behalf of yourself and your university. In order to have your Proposal considered by Sony as part of the Program, you must submit your Proposal to Sony by 11:59 pm PDT on September 15, 2020, and agree to the following:

**Who can apply?** Sony will accept Proposals from principal investigators (“**PIs**”) who are full-time professors (adjunct professors are not eligible) or researchers and who are eligible to supervise Ph.D. students at an accredited university/educational institution in Austria, Belgium, Canada, Denmark, Germany, Luxembourg, Netherlands, Sweden, Switzerland, United Kingdom and the United States of America. Your proposal will be considered by the Sony company of the country in which your university is situated. Full professors, associate professors, and assistant professors are eligible to apply. This Program is not affiliated with any other Sony research directive. All references herein to “you” or “your” shall refer to the authorized submitter of the Proposal.

**How to apply.** See the specific instructions on the Sony Research Award Program Submission Guidelines (<https://www.sony.com/research-award-program#SubmissionGuidelines>) page for submission requirements.

**Only submissions that follow the instructions and that are in the English language will be considered.**

**What you can expect.** Sony will review Proposals that are submitted through the application link <https://www.sony.com/research-award-program> before the deadline. Proposals must be submitted via the online submission form that is specified in the link. You will receive a confirmation email once your submission is complete, and you must keep this confirmation email as proof of each submission. Sony will determine the award nominees and will notify them around March of 2021. If you are nominated to receive an award, after you are notified, you, your institution, and Sony will negotiate the terms of the collaboration.

**What you agree to do.** If you are nominated to receive an award, you agree that you will participate and take certain actions to advance your Proposal. This includes, at a minimum:

- Come to a mutual agreement with Sony on Program terms, including objectives, publication, and intellectual property before funding is available. If you and Sony cannot agree on terms, you will not receive the award.
- Conduct research for a one-year research period.
- Provide at least 3 quarterly reports and a final research summary to Sony.
- At Sony's option and expense, support a visiting researcher from Sony.
- Bear any overhead costs and expenses, as the award is all-inclusive. No other expenses will be compensated in addition to the award.

**We have the right to use your Proposal. DO NOT SUBMIT CONFIDENTIAL OR PROPRIETARY INFORMATION WITH YOUR PROPOSAL.** Your Proposal is not confidential or proprietary. By clicking the acceptance box at the end of these Terms, you agree to grant Sony all rights to anything that you share with Sony in your Proposal

about your research. We may or may not use your Proposal in a product or service. We may or may not have products and/or services currently in development that are similar or even identical to your Proposal. **You are free to continue using the Proposal in any way you see fit.** Proposals will not be returned. If you do not agree to give us these rights, do not agree to or accept the Terms below, and do not submit your Proposal.

**How we will handle IP.** If your Proposal is chosen, you and Sony will negotiate the terms of the collaboration. Sony will require rights to use the intellectual property that is conceived, but we will negotiate the specific terms after your Proposal is selected. If you and Sony cannot agree on terms, you will not receive the award.

**What happens if there is a dispute regarding your submission?** You agree that any dispute *regarding your submission* will be decided by binding arbitration, unless it is your institution's written policy to not be subject to binding arbitration, pursuant to JAMS' Streamlined US, or for EU under EU Arbitration Rules and Procedures depending on where your university is situated. To begin arbitration, either you or Sony must make a written demand to the other party for arbitration. In the US, the arbitration will take place before a single arbitrator located either in San Jose, California or a location that is mutually agreed upon. In the EU, the arbitration will take place before three mutually picked arbitrators before the European Court of Arbitration. The filing fees to begin and carry out arbitration will be shared equally between you and Sony. This does not prohibit the arbitrator from awarding the prevailing party their fees and expenses of the arbitration.

**Each party's liability is limited.** Under no circumstances will either party be liable to the other party for any consequential, direct, incidental, indirect, punitive, or special damages related to the Program or your submission or Proposal, even if such party or its authorized representative has been advised of the possibility of such damages. Some US states or EU countries do not allow the limitation of consequential or incidental damages, so the above exclusions or limitations may not apply to you.

**Miscellaneous.** These Terms are the entire agreement between Sony and you with respect to your submission and your Proposal. If for any reason a court of competent jurisdiction finds any provision of these Terms unenforceable, such provision will be enforced to the maximum extent permissible, and the remainder of these Terms will continue in full force and effect.

**[For the click through box]**

**I certify that I am authorized to bind both myself and my university. I have carefully read and agree to all of these Terms on my and my university's behalf.**