

Nokia Research Center
Finland (update)

07/2009

Terms and Conditions

1. These terms and conditions ("Terms and Conditions") apply to the NRC Helsinki and Tampere Laboratories Call for Proposal 2009 ("Call for Proposals") which will be held from June 5th to August 31, 2009 ("Period of Call").
2. The main organizer of this Call for Proposals is Nokia Corporation, represented by its business unit, Nokia Research Center – Finland ("Nokia" or the "organizer").
3. Before submitting a Proposal ("Proposal"), each participant ("Participant") and the institution ("Institution") of the Participant must first read and accept these Terms and Conditions of the Call for Proposals and agree to accept the final decision of the jury. Such acceptance is given by signing the acceptance declaration in the end of these Terms and Conditions. The declaration of acceptance must be completed and signed (without further modification) by an authorized officer of the Institution. The Participant is responsible for determining the appropriate authority in his/her Institution to sign the declaration of acceptance. Proposals that are not accompanied by a signed acceptance declaration will not be reviewed and will not be accepted to the Call of Proposals.
4. The Participant's Institution represents and warrants that it is able to commit itself and the Participant(s) to these Terms and Conditions.
5. Proposal includes, without limitation, information, materials as well as ideas or know how (whether presented orally, in written form or otherwise), excluding patents that were filed before the date of the submission of the Proposal.
6. This Call for Proposals is open for university research groups and other research institutes.
7. Information related to this Call for Proposals is available at <http://research.nokia.com>.
8. The Call for Proposals closes to new entries on August 31, 2009, and eligible submissions must be received no later than 16:00 (GMT) on that day. No responsibility is accepted for late, lost, ineligible or misdirected submissions.
9. To enter the Call for Proposals Participants need to provide a full name, email address, and country of residence. The personal data that the Participant submits will be assembled into a database that is used for managing the Call for Proposals, as well as for purposes of contacting Participants in case of need. The data will not be used for any purposes other than for the purposes of this Call for Proposals and as otherwise stated below. However we reserve the right to display Participants' names when showing content submitted to the Call for Proposals, unless a Participant separately tells Nokia otherwise.
10. Nokia will determine the Proposals that are selected for further negotiation with an aim of a bilateral cooperation between Participants and/or Participants' Institutions. If Nokia deems further detail about a Proposal is needed in order to judge the merits of that Proposal, Nokia may in its discretion invite a Participant to supply additional technical and/or other details about the relevant Proposal in order to continue consideration of such Proposal. Such additional information may be submitted at the relevant Participant's and Institution's discretion, under mutually agreed non-disclosure and other terms. The selection of Proposals for submission of further information, and the selection of Proposals for negotiation of a bilateral cooperation agreement with Nokia, is made by a jury appointed by Nokia in its sole discretion and such decisions shall be final. Nokia shall be under no obligation to review further correspondence.
11. The Participants in the Proposals invited for further negotiation will be contacted by email or telephone within 7 days of being identified. If despite reasonable efforts Nokia is unable to contact a relevant Participant within that period, Nokia reserves the right to choose a substitute Proposal.

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12. Nokia has no obligation to enter into an agreement with the Participant and/or Participant's Institution concerning any particular Proposal even if such Proposal is selected for further negotiation as stated above in clause 10.

13. Each Participant confirms that his or her entry does not infringe third parties' copyrights. Participant and/or Institution otherwise make no warranties concerning the Proposal and do not warrant fitness for particular purpose or intended use nor the absence of any infringement of any other proprietary rights of third parties, except that Participant and Institution each confirm that there are no third party claims pending in relation to, and they have received no written notices alleging infringement by, any material included in a Proposal. Participant and Institution will promptly notify Nokia in the event of such a third party claim arising. Each Participant confirms that his or her entry does not misrepresent an association or connection to some person, brand or thing that it does not actually have, and is not defamatory, libelous, vulgar, obscene, derogatory, pornographic, objectionable with respect to race, religion, creed, national origin, gender or sexual preference, or is otherwise inappropriate or unfit for publication. The Participant agrees to use reasonable efforts to scan and remove any viruses before submitting any material for the Call for Proposals.

14. Nokia may at any time offer to a Participant and/or Participant's Institution to file patent applications in any jurisdiction for any Proposal in Nokia's name and at Nokia's expense, subject to separately agreed price and conditions.

15. Nokia may invite Participants to work together with Nokia on developing an implementation of the winning entry, subject to the terms of a separate agreement corresponding to the customary practice between Nokia and Institution. Nokia has no intention of utilizing Proposals except under the terms of written agreement with Participant and/or Institution. Notwithstanding the foregoing, Participant and Institution acknowledge that Nokia and its affiliates and representatives may independently carry out development or integration of the same or similar ideas and concepts that are contained in the Proposals or using general knowledge about the Proposals that is inadvertently retained in the unaided memories of Nokia employees and representatives who had access to the Proposals. Provided that Nokia abides by the terms of this clause 15, Participant and Institution each agree not to bring suit or otherwise assert its patent or copyrights against Nokia (including its affiliates, customers, licensees or sublicensees) before any court or administrative agency for using, otherwise exploiting, or disposing of products or services containing the Proposals.

16. Each Participant represents and warrants that that he or she has not assigned or licensed to, is not obligated to assign or license to, and is not under any equivalent obligation to take any action in favour of, in respect of its interest in all or any part of its Proposal, any third party (excluding the entity signing the declaration of acceptance for Proposal), for example, a current or former employer. For clarity, if Participant has an employment or other agreement with any other party (excluding the entity which has signed the acceptance declaration for the relevant Proposal) in which Participant has assigned any rights in a Proposal, then Participant should not participate in this Call for Proposals.

17. Submissions that are offensive or improper in nature, or are deemed harmful will be subject to disqualification.

18. Each Participant is required to provide all reasonably requested contact information accurately. If a Participant does not provide requested information, such Participant cannot participate in the Call for Proposals. Each Participant's personal information may be disclosed to relevant authorities and names of the Participants may be published as required under relevant legislation, and also Participant names and the Proposals may be published by Nokia in connection with announcements made related to selection of Proposals for further

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negotiation, or otherwise. A request to access, update or correct any information should be directed to Nokia at the following address: nrc.cfp@nokia.com

19. Nokia accepts no liability for lost, damaged, misdirected or delayed Proposals or any other technical difficulties affecting the end result of this Call for Proposals or the entry to the Call for Proposals.

20. These Terms and Conditions shall be construed and interpreted in accordance with the laws of Finland, excluding its rules for choice of law. Any disputes relating to or arising in connection with these Terms and Conditions shall be finally settled in arbitration. The arbitrator is to be appointed by the Arbitration Committee of the Central Chamber of Commerce of Finland and the rules of the said Committee are to be followed in the arbitration. The award shall be final and binding and enforceable in any court of competent jurisdiction. The arbitration shall be held in Helsinki, Finland, in English language. The parties undertake and agree that all arbitral proceedings conducted with reference to this article shall be kept strictly confidential and all information disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings. Notwithstanding the foregoing, nothing in these Terms and Conditions shall be deemed to limit the Nokia' right to seek interim injunctive relief or to enforce an arbitration award in any court of law.

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Declaration of Acceptance

The Participant(s) and the Institution hereby accept these Terms and Conditions for the Call for Proposals. This Declaration of Acceptance supersedes any acceptance of Terms and Conditions previously submitted by Participant for this Proposal in connection with this Call for Proposals.

Signature of the Participant:

Name:

Country of Residence:

Place and Date:

Signature of the Institution:

Name:

Title:

Place and Date: