



Terms and Conditions

Photonic Horizons™ Grant Program

1) Grant submissions

By submitting an entry to the Photonic Horizons grant program™, you are agreeing to be bound by the following legal terms (the “Terms and Conditions”). Open Photonics, under the Photonic Horizons grant program and its Grant Recipients (Grantee) agree to certain legally enforceable terms and conditions. “Grantee” refers to both the eligible institution and their authorized agents. “Applicant” refers to the individual or organization submitting a grant. The following are thereby incorporated as part of this binding agreement:

2) General information

Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws and regulations in your jurisdiction before participating in the Photonic Horizons program to make sure that your participation is legal. You are responsible for all taxes and reporting related to any award that you might receive as part of the program. You are responsible for abiding by your employer's policies regarding participation in the program. Open Photonics disclaims any and all liability or responsibility for disputes arising between you and your employer related to this program

3) Entry

An “Entry” is the material submitted in the manner and format specified on the submission form on the Open Photonics Website. All Entries must be uploaded to the Website in the manner and format specified on the Website. Entries must be in English, and adhere to the guidelines for Entries specified on the Website. Open Photonics is not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected Entries or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Entry materials, loss or otherwise. Open Photonics is not responsible for electronic communications or emails, which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. Open Photonics disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Photonic Horizons program.



Entrants are urged to consult the Open Photonics website regularly for updates.

4) Applicant restrictions

Anyone or teams of people from all countries whether at a university, corporation, non-profit, institute, government organization, research center or as an individual or group may apply. This includes applications from individuals and teams at both private and public organizations.

Applicants can and are encouraged to submit multiple applications utilizing the same technology but for different uses. Applications from different individuals at the same institution/business are allowed and encouraged.

5) Confidential information

Since Open Photonics does not wish to receive or hold any submitted materials “in confidence” it is agreed that, with respect to your Entry, no confidential relationship or obligation of secrecy is established between Open Photonics and you, the company or institution you represent when submitting an Entry, or the owner of any part of your Entry.

We will not accept any proprietary or confidential information submitted in the application process. Grantee agrees to not submit any confidential or proprietary data that you would not otherwise disclose at a scientific publication, conference or tradeshow.

Any proposal marked proprietary or confidential will automatically be deemed ineligible for funding.

6) Intellectual property rights/ownership

Open Photonics makes no claim to ownership of your Entry or any intellectual property that it may contain. You are not granting Open Photonics any rights to any patents or pending patent applications related to the technology described in your Entry. The Entrants, investigators and/or their institution will retain all commercialization rights to any technologies they invent under the Phase I grant. If there is a mutual interest in moving forward with a Phase II grant application, the Grantee will propose preferred intellectual property transfer and commercialization terms as part of the Phase II grant application.

By submitting an Entry, you grant Open Photonics certain limited rights as set forth in these terms and conditions. By submitting an Entry, each Entrant and each individual member of a team of Entrant grants to Open Photonics the right to review your Entry and to have our advisory boards, partners and clients and its designees review and score your Entry.

You also grant to Open Photonics the right to post a reasonable amount of information describing your Entry, as determined by Open Photonics in its sole discretion, including but limited to the abstract field or 3 page PDF of the online submission form and any photo that you submit in the application, on the Website



and you agree that visitors to the Website have the right to access that information in accordance with the Terms of Use of the Website.

By submitting an Entry, you consent to the use, by Open Photonics, your name, likeness, and image, in connection with the Photonics Horizons program, in any media, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked and we may keep the submitted content indefinitely.

7) Reporting requirements

A brief final scientific progress report must be prepared by the grantee to be paid. This report is due no later than six (6) months from the date of grant award offer. This report will be used as part of the Phase II grant selection process.

8) Payment

This grant has a fixed payment schedule and payments are contingent on Grantee compliance with these Terms and Conditions and all other grant requirements. Total payments to the Grantee will be in the amount in the grant proposal but shall not exceed \$10,000 for Phase I projects or \$100,00 for Phase II projects. All payments will be in US dollars.

9) Project Adjustments

Any type of project adjustment from that which was proposed in the Grantee's accepted application, including changes in the designs; aims or research plans, must be submitted in writing and is subject to the prior approval of Open Photonics prior to the change taking place.

10) Assignments and Subgrants

The Grantee shall neither assign the responsibility of this grant to another party nor subcontract for any of the work contemplated under this grant without the prior written approval of Open Photonics. The Grantee shall be responsible for all work performed and all expenses incurred for this grant.

11) Overhead Costs

Since there are "no-strings-attached" as part of the Phase I grant, Open Photonics prefers not to pay F&A costs and requests that grant funds provided go entirely to the direct costs of a project. The grant is essentially a gift to the Grantee.

In evaluating applications, Open Photonics Inc. will give preference to projects that do not request/require F&A costs. When an applicant has no alternative and the application content is deemed of significant interest to Open Photonics or our clients, we will allow no more than 5% of the total amount of the grant to go to F&A costs.



12) Indemnification

Nothing in this grant agreement is intended to serve as a waiver of sovereign immunity, nor shall anything in this grant agreement be construed as consent by Open Photonics to be sued by third parties in any matter arising out of this grant agreement.

13) Original ownership of the idea

Applicant represents and warrants that the Content is (a) wholly your original work, or (b) that you have all necessary right, title, interest and licenses to upload it and make it available to us for download, distribution and use under these Terms and Conditions.

14) No Commissions

We do not want to deal with persons desiring to be paid for something unless we intentionally enter into an express contract to do so. This means, for example, that we do not pay commissions or other sums to anyone who helps arrange a grant or anything else unless we have expressly contracted to do so in writing prior to any such arrangement.

15) Other Rules

No purchase is necessary to submit an application or receive a grant.

Open Photonics is not responsible for any federal, state or local taxes or tax-reporting obligations that arise in connection with any grant.

By submitting a grant application, the person submitting the application agrees that Open Photonics may contact him or her via email or postal mail about the grant and our products and services.

16) Agreement

BY SUBMITTING TO THE PHOTONIC HORIZONS PROGRAM, YOU ACCEPT THE CONDITIONS STATED IN THESE TERMS AND CONDITIONS, AGREE TO BE BOUND BY THE DECISIONS OF OUR CLIENTS AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION. IF YOU DO NOT ACCEPT ALL OF THESE OFFICIAL RULES, THEN PLEASE DO NOT SUBMIT.

WE RECOMMEND THAT YOU PRINT A COPY OF THESE OFFICIAL RULES FOR YOUR FUTURE REFERENCE.