

## PROPHESÉE Innovation Fellowship Program 2019/2020 Terms and Conditions

The PROPHESÉE Innovation Fellowship Program (“Fellowship Program”) is designed to encourage and support promising students who are engaged in innovative research in areas related to event-based technology and related computer science, software development and engineering. This Fellowship Program is governed by these Terms and Conditions.

**1. Admission/Eligibility Criteria.** This Fellowship Program is open to all PhD and postdoc students of universities and non-profit research centers, who satisfy to all the following criteria:

- The proposed research must be closely related to event-based technology and related computer science, software development and engineering;
- Prospective applicants must be enrolled in a PhD program for the entire 2019-2020 academic year;
- Prospective applicants must have begun a PhD program;
- Prospective applicants must graduate with PhD no earlier than at the end of 2020; and
- Prospective applicants shall not already be recipient of another fellowship from another company or institution for the same academic period, nor shall it accept another fellowship during the fellowship research period sponsored by Sponsor.

Only one Fellowship Award will be granted under this Fellowship Program. Sponsor reserves the right to accept or reject any applications or to cancel this Fellowship Program, in part or in entirety, at any time, in its absolute discretion.

**2. Applications.** To apply for the Fellowship Program, prospective applicants must submit applications online at <http://www.prophesee.ai/fellowship/> (“Website”). No other method of application or registration will be accepted.

Applications and all registration materials described on the Website must be submitted by 11:00 pm CET on the date indicated on the Website (“Application”).

Application content and materials will neither be considered as confidential nor returned to the Applicant. Sponsor reserves the right to publicly share the details of any successful grant fellowship application by whatever means, including but not limited to, the Sponsor’s website, in external presentations and/or in public media.

Proof of submission of an Application is not considered proof of delivery or receipt of such Application by Sponsor. Sponsor is not responsible for technical, hardware or software malfunctions, lost or unavailable network connections or failed, incorrect, inaccurate, illegible, incomplete, garbled, lost, misdirected, intercepted, late, or delayed Applications, or Applications or other communications not otherwise received by Sponsor, or other technical problems related to Applications or the Website. Sponsor, in its sole discretion, reserves the right to disqualify any person who tampers with the entry process, or who otherwise violates these Terms and Conditions.

**3. Sponsor.** This Fellowship Program is sponsored by PROPHESÉE SA, with principal office at 74 rue du Faubourg Saint-Antoine, 75012 Paris, France or any of its affiliates, at PROPHESÉE SA absolute discretion.

**4. Winner Selection and Notification.** All Applications will be reviewed by a panel of experts consisting of Sponsor’s researchers and engineers, whose decisions will be final on all matters relating to the Fellowship Program. Applicants may be asked for additional clarifications during the review process. The Applicant winner will be notified by February 2019 and will be announced on the Website and by an email sent to the email addresses specified on the Application. Applicant winner may be required to sign and return a publicity release in the form provided by Sponsor. Notwithstanding such notification, the actual grant of the Fellowship Award will be subject to the execution of a Fellowship Sponsored Research Agreement between Sponsor and the university or non-profit research center of the winning Applicant.

**5. Fellowship Award.** The award of this Fellowship Program shall consist in the grant of a cash award to the university academic department or non-profit research center department of

the winning Applicant. The amount of the cash award shall be ten thousand euros (€10,000) which shall primarily serve to fund salary of the Applicant winner and the performance of the project of the Applicant winner (“Sponsored Project”) at the university or the non-profit research center of the Applicant winner for a period of one (1) year and not for overhead, indirect or fringe costs. In addition, Sponsor may, but will not be obliged to, supply event-based camera or other materials for the performance of the Sponsored Project as detailed in the Fellowship Sponsored Research Agreement.

Actual grant of the cash award shall be subject to the execution of a Fellowship Sponsored Research Agreement between Sponsor and the university or the non-profit research center of the Applicant winner.

All taxes, including, without limitation, all federal, state and local taxes, and international tariffs, are the sole responsibility of Applicant winner and/or university or non-profit research center that receives the cash award.

The Sponsored Project may be re-evaluated after one year by Sponsor for further funding; however Sponsor shall have no obligation to provide any future funding or assistance

**6. Intellectual Property.** Each applicant warrants that his/her Application and submitted materials will not violate or infringe the intellectual property rights or rights of publicity/privacy, of any third party, and that any pre-published material used in the Application and/or materials is properly cited.

All results and intellectual property rights conceived, generated, made or otherwise during the course of the Sponsored Project shall be joint ownership of the Sponsor and the university or non-profit research center of the Applicant winner and Sponsor shall have the option to acquire exclusive right to use such joint results and joint intellectual property.

Each Applicant acknowledges that Sponsor has significant research and development activities and may already be conducting, alone or with others, or may in the future conduct, research that is similar to the research described in any Application or submitted materials and that Sponsor’s right or ability to sell, license, use, exploit, develop or otherwise deal anywhere in any product, technology or service of any kind including those which may be similar to any product, technology or service described in any Application or submitted materials shall not be limited or restricted in any way related to or resulting from the Fellowship Program.

### 7. General Conditions

Sponsor reserves the right in its sole discretion to modify this Fellowship Program competition and these Terms and Conditions at any time and for any reason. Sponsor reserves the right to cancel this Fellowship Program in part or in entirety at any time, if it determines it is in the Sponsor’s best interest to do so.

Sponsor is not responsible for any policies, rules, or actions of the universities or non-profit research centers that may prevent any Applicant from entering, participating in and/or being selected as a winner or receiving any consideration at any stage of this Fellowship Program.

Sponsor is not responsible for any costs incurred by any Applicant in the preparation, submission and participation to this Fellowship Program or any other expenses. Sponsor shall not be obliged to grant the Fellowship Award to the Applicant winner or his/her institution or non-profit research center unless and until the Fellowship Sponsored Research Agreement relating to the Sponsored Project has been executed.

By applying for the Fellowship Program, each Applicant agrees (i) to be bound by these Terms and Conditions, (ii) to be contacted by Sponsor by telephone, mail or email regarding this Fellowship Program, and (iii) that personal data submitted by the Applicant may be processed for the purpose of conducting and/or administering the Fellowship Program.

This Fellowship Program shall be governed by and construed in accordance with the laws of France, without giving effect to its conflict of laws principles