

Volvo Trucks Open Innovation Challenge Rules

Challenge description

The Volvo Trucks Open Innovation Challenge (the “Challenge”) is designed to encourage parties who are members of the Vehicle ICT Arena, a programme within Lindholmen Science Park, three selected student teams, as well other specially invited company teams (each an “Entrant” or each team “Entrants”) to create innovative and original software applications using the Automotive-Grade Android (AGA) platform. Volvo Truck Corporation (“Volvo”) together with Lindholmen Science Park AB (“Lindholmen Science Park”) is arranging the Challenge.

Agreement

In order to enter the Challenge, the Entrant(s) must agree to the Challenge Rules, as published and amended from time to time on

<http://vehicle.lindholmen.se/innovationstavlingar/pagaende-tavling>. The Entrant(s) agree that submission of an entry in the Challenge constitutes agreement to the Challenge Rules. The Entrant(s) may not submit an entry to the Challenge and are not eligible to receive the prizes described in these Rules unless the Entrant(s) agree to these Rules. These Rules form a binding legal agreement between the Entrant(s) and Volvo with respect to the Challenge.

The Challenge

Entrants will design, develop, assess and test automotive third-party applications using the Automotive-Grade Android (AGA) platform. Such third-party applications should i) be safe to use; ii) interact with the driver while the driver is driving; iii) related to operating a truck; and iii) take advantage of information available in a truck (for example, using structured vehicle information in the Fleet Management System (FMS) Standard).

The Challenge is divided into the following stages:

2015-02-04	Challenge is open for Entrant(s) to register teams
2015-02-28	Final day for Entrant(s) to register
2015-03-20	One day “hackathon” wherein Entrant(s) will develop Apps and formulate corresponding business cases.
2015-03-21	Presentation of entries to the Jury. Evaluation by Jury. Presentation of one hackathon winner and two additional finalist teams for step two.
2015-06-27 (prel.)	Hackathon winner to claim their prize at the conclusion of the Volvo Ocean Race at the Port of Gothenburg
2015-09-30 (prel.)	The three finalist teams present their final proposals for a panel of Volvo representatives.

The entries submitted to the Challenge during the hackathon will be evaluated by a jury (the “Jury”), which will be composed of Volvo representatives. The Jury will choose the winning entry as well as two additional finalists for step two. The Jury will evaluate the entries based on “Safety”, “User Desirability”, and “Innovation Height and Business Potential”. The Jury’s decisions in the Challenge, including the Jury’s awarding the winning entry, is final and binding on all matters in the Challenge and cannot be appealed.

Prize

After evaluation of the submitted entries at the hackathon, Volvo will select one winning team and two additional finalist teams for step 2.

The winning team is invited to participate in an event, preliminarily planned for 2015-06-27, to be held in conjunction with the conclusion of the Volvo Ocean Race at the Port of Gothenburg.

The three finalist teams shall receive 100 000 SEK each to further develop their App. The finalist teams shall present their final proposals to Volvo no later than 2015-09-30.

Right of ownership

The Entrant(s) shall retain ownership of all intellectual and industrial property rights (including moral rights) in and to its intellectual property used and/or incorporated in the developed App, including documentation, submitted to the Challenge.

By entering this Challenge, the Entrant(s) hereby grant Volvo an irrevocable option to evaluate the developed App and either purchase or license on fair, reasonable and non-discriminatory terms, the intellectual and industrial property rights to such App. Such option shall terminate when the Jury has eliminated an Entrant(s)’s submission for consideration in the Challenge.

By entering the Challenge, Entrant(s) acknowledge and agree that Volvo may have and/or may be developing or commissioning materials and/or ideas similar or identical to an entry submitted by Entrant(s). Entrant(s) waive any claims Entrant(s) may have resulting from any similarities to Entrant(s)’s entry.

IPR infringement

By submitting an entry in the Challenge, Entrant(s) confirm that all material and other information (including but not limited to source code, both open source and third party sourced, user interface, music, video and images) provided with entries are free of intellectual property right infringement and, if a third party is involved, that Entrant(s) has secured permission to use such materials.

Volvo reserves the right to amend, cancel and withdraw the prizes of Entrant(s) where the intellectual property rights of third parties are infringed.

Exclusivity

The Entrant(s) undertake not to present any idea submitted in the Challenge to any other commercial vehicle, i.e. truck, manufacturer until the Entrant(s)'s submission has been eliminated by the Jury. If Entrant(s) win the Challenge, the winner(s) undertake not to present the idea to any other commercial vehicle, i.e. truck, manufacturer until either Volvo has decided not to use the winning idea in one of its products, or 31 December 2015 at the latest. During this exclusivity period, the Entrants(s) or winner(s) agree to conduct good faith negotiations with Volvo regarding licensing or transferring the intellectual rights to their idea(s) on fair, reasonable and non-discriminatory terms. Additionally, within twelve (12) months from when the exclusivity period expires the Entrants(s) or winner(s) shall not license or transfer intellectual property rights to their ideas to any other commercial vehicle, i.e. truck, manufacturer (other than Volvo) on terms that are more favorable to such commercial vehicle, i.e. truck, manufacturer than those offered to Volvo during the exclusivity period.

Confidentiality

The Entrant(s) may provide Volvo with information of a confidential nature relating to the ideas submitted in the Challenge. Further, Volvo may for the purpose of facilitating the Challenge provide the Entrant(s) with information of a confidential nature relating to its business or products.

Confidential information provided by one party to another shall be kept confidential during the term of this Challenge and for a period of five (5) years thereafter, and each party agrees to take such measures as may be reasonably required to maintain confidentiality.

Consequently, the receiving party is not, without special approval by discloser, allowed to disclose confidential information to third parties or to third parties transmit such information unless:

- The receiving party/parties can demonstrate that the information was already in the possession of the receiving party/parties (in this context the Entrant(s) understand that Volvo is seeking ideas within its field of business and that Volvo is already in possession of many ideas related to functions within the area of commercial transportation);
- The information was lawfully and demonstrably obtained from someone else than the other party;
- The information has become publicly known other than through a breach of this Agreement;
- The information is disclosed pursuant to legal obligations beyond the control of the disclosing and receiving parties or due to a court order;

Written information is confidential. Verbal information should be considered confidential if this is confirmed in writing within thirty (30) days after disclosure or, by its nature, should be reasonably understood to be confidential in nature.

Right to cancel

Volvo reserves the right to cancel, terminate, modify and suspend the Challenge at its absolute discretion and without any liability whatsoever to any Entrant(s) or third party connected with the entries.

Privacy

Entrant(s) agree that personal data submitted (if any) with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Volvo and its affiliates for the purposes of conducting and administering the Challenge.

Publicity

Entrant(s) further agree to permit Volvo to use Entrant(s)'s name and likenesses and all of its entries, to feature the entry and all its content in connection with the marketing, sale, or promotion of the Challenge. While Volvo reserves these rights, Volvo is not obligated to use any entry for any purpose, even if it has been selected as a winning entry.

Tax

Any tax imposed due to any prize received under the Challenge shall be borne by the person and/or entity receiving the prize.

Governing law and arbitration

The Challenge and the rules are governed by Swedish law without regard to conflict of laws provision.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be Swedish.