

OpenSolaris Undergraduate Summer Research Awards Program Grant Call for Proposals

- 1. INTRODUCTION:** The OpenSolaris Undergraduate Summer Research Awards Program (“Program”) is designed to recognize and award grants for outstanding single-student engineering or research projects related to OpenSolaris. (“Projects”). Undergraduate students (“Undergraduate Researcher”) and professors (“Faculty Advisors”) (collectively, “Respondents”) from accredited [I understood that you wanted to omit the requirement that the schools be accredited. Has this changed? Please advise.] colleges and universities are invited to submit proposals for Projects that will be completed during the summer of 2008 (“Proposals”) in accordance with the requirements set forth below). Grant award(s) (“Grants”) may be awarded for the best Proposals (as described in section 4 below) as determined by the judges in accordance with the Evaluation Criteria set forth in section 5 below. Proposals may be submitted by eligible Undergraduate Researchers either alone or in conjunction with a Faculty Advisor. [Is this correct? Yesterday during the call I understood that the Undergraduate Researchers were required to work in conjunction with a Faculty Advisor. Please advise.] (See Section 2 below for eligibility). Each Undergraduate Researcher may submit only one Proposal; however, Faculty Advisors may work on multiple proposals with different Undergraduate Researchers. The number of Grants to be distributed, if any, and the amount of each Grant will be determined by the Judges within their sole and absolute discretion.
- 2. ELIGIBILITY:** Undergraduate Researchers must be (full or part time-Teresa, please advise) students at an accredited [See note above re: accreditation.] college or university and Faculty Advisors must be employed by the same college or university as the Undergraduate Researcher. All Respondents must be of the legal age or majority in their country, province or state of legal residence and residents of one of the following countries/territories: Argentina, Australia, Austria, Belgium, Brazil, Bulgaria, Cambodia, Canada, Chile, China, Czech Republic, Denmark, Finland, France, Germany, Hungary, India, Indonesia, Ireland, Israel, Italy, Japan, Korea, Malaysia, Mexico, New Zealand, Norway, Peru, the Philippines, Poland, Romania, Russia, Singapore, South Africa, Spain, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Turkey, the Netherlands, the United Kingdom, and the fifty United States and the District of Columbia.. Void in Puerto Rico, Province of Quebec, Canada and where prohibited by law. Sponsor reserves the right in its sole discretion to modify the list of eligible resident countries at any time during the Proposal Period. Employees of Sun Microsystems, Inc., and its parent companies, affiliates and subsidiaries, participating advertising and promotion agencies and members of their immediate family, defined as parents, children, siblings and spouse, regardless of where they reside, and/or those living in the same household are not eligible. Respondents must also have access to the Internet and a valid email address in order to submit a Proposal.
- 3. PROPOSAL SUBMISSION INSTRUCTIONS:** Respondents must demonstrate their intent to submit a Proposal by registering at www.opensolaris.org between the dates of March 1, 2008 at 8:00am PST and March 31, 2008 at 11:59pm PST. (the “Registration Period”). Both Undergraduate Researchers and Faculty Advisors must register.

Proposals must be received between March 2, 2008 at 8:00am PST and April 1, 2008 at 11:59pm PST (the "Proposal Acceptance Period"). The Sponsor's clock is the official time clock of the Program. Proof of submission does not constitute proof of receipt. ~~To submit a Proposal, once you have~~ Once registered, ~~go to~~ Respondents may submit Proposals via email to: grant-submit@opensolaris.org. ~~and follow the onscreen instructions to email your Proposal. The Undergraduate~~ [This is an email address, not a URL correct? Is this how you want to receive entries? If so, we either need to give explicit format instructions here or direct Respondents to a URL. I am unclear as to how you would like the Proposals uploaded, would you like it in PDF, .sxw, or .odt supported format, or in PDF or Open Document format?]. ~~The Undergraduate~~ Researcher and Faculty Advisor must be identified on each Proposal. ~~Proposals~~ Proposals may be submitted by an individual Undergraduate Researcher or by a team of up to four (4) Undergraduate Researchers and up to four (4) Faculty Advisors. If a Proposal is submitted by a team, the team must designate one individual member of the Team as the Team Leader for contact purposes only. The Team Leader shall be responsible for submitting the Proposal on behalf of the team. In the event a Proposal is submitted by a team, all members of the team must meet the Eligibility requirements.

4. **IMPORTANT NOTICE TO RESPONDENTS:** ALL TIMES PROVIDED IN THESE RULES ARE PACIFIC STANDARD TIMES IN THE U.S.A. RESPONDENTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.

4. **5. PROPOSAL REQUIREMENTS:**

All Proposals must be written in plain text, must be in English, must be ~~between two and ten pages~~ typed in single column, double-spaced, 12 point, Times New Roman font. The entire Proposal should not exceed 10,000 words or 20 pages. Source code references are exempt from this limitation and may be uploaded as a separate file. [Is this correct?] There is no minimum length for the Proposal. In addition, all Proposals must include the following:

- (a) A written description of a ~~proposed engineering or research project~~ Project that applies to OpenSolaris in some way, including, but not limited to, operating system development, device driver development, OpenSolaris technology in alternative software, ports to experimental/research hardware, kernel development, ports to experimental/research hardware, or porting of research applications and/or platforms to run on OpenSolaris. Your Project description should:
 - (i) Provide a statement of purpose for the Project;
 - (ii) Provide a brief background and cite any supporting or related research already performed with a concise set of references;
 - (iii) Describe the approach to be used for the Project;

(iv) Describe how this Grant will specifically facilitate the Project;

(v) Describe the key technology goals of the Project.

(vi) Describe briefly what the expected outcome of this research will be;

(vii) Describe the significant deliverables, such as progress reports, annual reports, seminar exchanges, prototypes;

(viii) Provide a schedule for outcome reports which will detail each Grantee's progress toward their objectives, goals, and deliverables.

(b) Documentation, including:

(i) The name of the Respondent's university or college;

~~(ii) (b) The name of the university or college the name, email address, phone number and C.V. of the~~ A brief C.V. for each Respondent, including the name, email address, and phone number of each Undergraduate Researcher; [What is a profile? Do you want a resume here? please provide more details about what a profile entails.] and the name, email address, webpage, and phone number of the Faculty Advisor. [What if the faculty member doesn't have a website, do you mean the faculty member's web page, yes if any, on their employer university's website each Faculty Advisor who submit a particular proposal.

(iii) A detailed budget for the Project, including cash and/or equipment expenses. For example, please specify whether you plan to use the Grant to:

(A) pay salaries, wages, or stipends;

(B) purchase, lease, or borrow equipment or supplies;

(C) pay for contract services; or

(D) pay for travel, membership, or publication expenses.

(iv) A reference list or bibliography, including open source code references used for the Proposal; [Is this correct?]

(c) Proof of university or college affiliation for both the Faculty Advisor and Undergraduate Researcher, which may include, for the Faculty Advisor a link to the Faculty Advisor's ~~webpate~~ webpage, and for the Undergraduate Researcher, a copy of the student's transcript. Sponsor reserves the right in its sole discretion to accept or reject as sufficient proof of university or

college affiliation provided by Undergraduate Researcher and Faculty Advisor.

- ~~(d) A description of the overall objective of the Project.~~
- ~~(e) A description of the key technology goals of the Project.~~
- ~~(f) A description of the significant deliverables, such as progress reports, annual reports, seminar exchanges, prototypes.~~
- ~~(g) A detailed budget for the Project, including cash and/or equipment expenses.~~

6.

- ~~(a) A schedule for outcome reports which will detail each Grantee's progress toward their objectives, goals, and deliverables. [Is there a required number of reports? Who will they be made to. Elsewhere in the rules you mention that you would like the mentor program to be unstructured, and that recipients can choose not to work with a mentor, in these cases who will be monitoring the reports?] We are still discussing this based upon the change today. We are going to remove mentors from the formal rules. Do we need to specify who will be reviewing the reports? No longer needed since the grant will go to the student, not the university.~~

5.

7. PROPOSAL EVALUATION CRITERIA: All Proposals will be judged by a panel of experts comprised of members of the OpenSolaris community, based on the following evaluation criteria: (1) novelty; (2) feasibility and significance of proposal; (3) accomplishments of the Undergraduate Researcher (4) accomplishments of the Faculty Advisor; (5) evidence of institutional affiliation; (6) and the research environment. All Proposals must comply with the Proposal Requirements set forth in Section 4 above. If your Proposal is selected you will be notified on or around April 15, 2008, by email, phone or postal mail, as provided during registration.

6.

8. AWARD PROCEDURES: The number of Grants, if any, to be distributed and amount of Grant awards will be determined by the Judges within their sole and absolute discretion based on the nature and quality of the Proposals submitted and Respondent's country of residence. The Judges reserve the right to award fewer Grants, or no Grants, if in their sole and absolute discretion, they do not receive a sufficient number of qualified Proposals. If your Proposal is selected ("Grantee"), you will be required to execute a Grant Award Agreement which will detail the terms and conditions of the Grant, and a Sun Contributor Agreement. Both the Undergraduate Researcher and the Faculty Advisor will be required to execute the aforementioned agreements. (In the event that the Proposal was submitted by a team all members of the team must sign the Grant Award Agreement and the Sun Contributor Agreement or the entire team will be disqualified. Grant Award checks will be distributed (to the Undergraduate Researcher) on or about August 15, 2008. All Grants will be paid in U.S. Dollars. All costs associated with currency

exchange are the sole responsibility of the Grantee. ALL TAXES ARE THE SOLE RESPONSIBILITY OF THE GRANTEE. [Teresa : Now that you ~~are~~ are paying ~~thes~~the student we should specify that it goes to the Undergraduate Researcher, what if there is ~~team~~a team though, would it be awarded to the Team leader or to each Student?—I think you need to award it equally otherwise the team leader would be responsible for the taxes..

7. ~~9.~~ **PROJECT DEVELOPMENT:** The period during which the winning Proposals will be executed and completed begins May 1, 2008 and ends August 30, 2008. (“Project Period”). Each Grantee will be required to submit a written summary of his or her project not to exceed twenty pages, double-spaced, 12-point Times New Roman font by August 15, ~~2008-2008~~ and must attribute Sun Microsystems, Inc. in all publications regarding the winning Proposal and Project under the terms and conditions of the Sun Contributor Agreement.

8. ~~10.~~ **CONDITIONS OF PARTICIPATION:** Submission of Proposal into this Program constitutes Respondent’s agreement to be bound by the terms of this Call for Proposals and by the decisions of the Judges and Sponsor, which are final and binding on all matters pertaining to this Program. Return of any Grant/ Award notification may result in disqualification and selection of an alternate Grantee. Any potential Grantee who cannot be contacted within 15 days of first attempted notification will be disqualified and forfeit any Grant to which s/he may be entitled. In addition to the documentation required pursuant to Rule 6 above, Potential Grantees may be required to sign and return an Affidavit of Eligibility/Liability & where legally permissible, a Publicity Release within 30 days following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate Grantee. If either Undergraduate Researcher or Faculty member fails to comply within this time period, the Grantee’s Project will be disqualified. (In the event the Proposal was submitted by team, all members of the team must execute and return the required documentation within the time period specified or the entire team will be disqualified) [Is this correct?].

Respondents acknowledge and agree that the intellectual and industrial property rights to the Proposal and Project, if any, are subject to the “contribution” provisions of the Sun Contributor Agreement. Acceptance of the Grant constitutes permission for, and Grantee’s consent to, Sponsor and Sun and its agencies to use the Grantee’s name, likeness, Project and Proposal for advertising and promotional purposes without additional compensation, unless prohibited by law. To the extent permitted by law, Respondents agree to hold Sponsor, Sun Microsystems, Inc. and each of its parent, subsidiaries, agents, directors, officers, employees, representatives, and assigns harmless from any injury or damage caused or claimed to be caused by participation in the Program and/or use or acceptance of any Grant award, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. Sponsor and Sun Microsystems, Inc. are not responsible for any typographical or other error in the printing of the Call for Proposals, administration of the Program or in the announcement of the Grant(s). A Respondent may be prohibited from participating in this Program if, in the Sponsor’s sole discretion, it reasonably believes that the Respondent has attempted to undermine the legitimate operation of this Program by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Respondents, the

Sponsor or associated agencies. Due to the unique nature and scope of this Program, Sponsor reserves the right to alter or modify this Call for Proposals at any time.

9. ~~11.~~ **NO RECOURSE TO JUDICIAL OR OTHER PROCEDURES:** To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Program are hereby excluded, and any Respondent expressly waives any and all such rights. In the event that a court of competent jurisdiction finds the foregoing waiver unenforceable, Respondents hereby consent to the jurisdiction and venue residing exclusively within the federal or state courts in the state of California, United States and agree that any and all disputes, claims, and causes of action arising out of or connected with this Program or any prize awarded shall be resolved individually, without resort to any form of class action. Respondents agree that these Official Rules are governed by the laws of California.
10. ~~12.~~ **DATA PRIVACY:** Respondents agree that personal data, especially name and address, may be processed, stored and otherwise used for the purposes and within the context of the Program and any other purposes outlined herein. The data may also be used by the Sponsor in order to check Respondents' identity, their postal address and telephone number, or to otherwise verify their eligibility to participate in the Program. Respondents have a right to access, review, rectify or cancel any personal data held by the Sponsor by writing to Sponsor (Attention: grant-submit@opensolaris.org.) If Respondent's data is not provided or is canceled, Respondent's Proposal will be ineligible. By submitting a Proposal, Respondents hereby agree to all personal information uses and disclaimers as explained in Sponsor's Privacy Policy. Submitting a Proposal further constitutes Respondent's full and unconditional agreement to and acceptance of this Call for Proposals and Sponsor's Privacy Policy and willingness to be contacted by telephone and/or email. If Respondent is a French resident, by submitting a Proposal, such Participant gives consent to the transfer of his or her personal data outside the European Union in connection with the above purposes, and that such data will be transferred to the United States.
11. ~~13.~~ **WARRANTY AND INDEMNITY:** Respondents certify that their Proposal, and Project, if applicable, is original and Respondent can legally grant the rights set out in the Sun Contributor Agreement. Each Respondent agrees not to submit any Proposal or Project that (1) infringes any 3rd party proprietary, intellectual property, industrial property, personal rights or other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligation; or (2) otherwise violates applicable law in any countries in the world. To the maximum extent permitted by law, each Respondent indemnifies and agrees to keep indemnified the Sponsor and Sun Microsystems, Inc. at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Respondent and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Respondent indemnifies and agrees to keep indemnified the Sponsor and Sun Microsystems, Inc. at all times from and against any liability, actions, claims, demands, losses, damages, costs and expenses for or in respect of which the Sponsor or Sun Microsystems, Inc. will or may become liable by reason of or related or

incidental to any act, default or omission by a Respondent under this Call for Proposals including without limitation resulting from or in relation to any breach, non-observance, act or omission whether negligent or otherwise, pursuant to this Call for Proposals by a Respondent.

12. ~~14.~~ **ELIMINATION:** Any false information provided within the context of the Program by any Respondent concerning identity, postal address, telephone number, ownership of right or noncompliance with these rules or the like may result in the elimination of the Respondent from the Program.† If Respondent is a team, and any single team member provides such false information, Sponsor reserves the right in its sole discretion to either disqualify only the member of the team who provided the false information or the entire team. Sponsor further reserves the right at any time, including after announcement of Winners to disqualify any Proposal or Project that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with the terms of this Call for Proposals. Sponsor further reserves the right to disqualify any Proposal or Project that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party or otherwise does not comply with this Call for Proposals.
13. ~~15.~~ **INTERNET:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission. Sponsor is not responsible for theft or destruction or unauthorized access to or alterations of Proposal materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind. Sponsor is not responsible for inaccurate transmissions of or failure to receive Proposals by Sponsor on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof, except to the extent that any death or personal injury is caused by the negligence of the Sponsor. If for any reason the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, disruption or termination of the OpenSolaris site for any reason or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Program. Sponsor reserves the right at its sole discretion to immediately cancel, terminate, modify or suspend the Program. Sponsor reserves the right to select Grantees from eligible Proposals received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the Proposal process. Caution: Any attempt by a Respondent to deliberately damage any Web site or undermine the legitimate operation of the Program is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such Respondent to the fullest extent of the law.
14. ~~16.~~ **SEVERABILITY:** If any provision(s) of this Call for Proposals are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
15. ~~17.~~ **GRANTEE'S LIST:** For grantee's name, log onto www.opensolaris.org on or about May 1, 2008, available for a period of up to 60 days.

The Sponsor of this Program is OpenSolaris community, located at www.opensolaris.org. Sun Microsystems, Inc. is funding all of the Grant awards, however, Sun Microsystems shall have no liability or responsibility in connection with the Program other than to fund the Grant awards specified herein.

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<u>Insertion</u>	
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Insertions	51
Deletions	41
Moved from	5
Moved to	5
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