

THE POWER OF AN IDEA® SCHOLARSHIP CONTEST

TERMS & CONDITIONS

Rules as of 9/14/09 | These rules are subject to change.

ELIGIBILITY REQUIREMENTS

1. STUDENT (hereafter PARTICIPANT) and PARTICIPANT'S parent or guardian must sign on the front page of this APPLICATION form for PARTICIPANT to take part in The Power of an Idea Scholarship Contest ("the CONTEST").
2. PARTICIPANT(S) must answer truthfully, to the best of their knowledge, all questions presented on the APPLICATION.
3. PARTICIPANT(S) must be enrolled in and attending a Boston public high school or Boston charter school throughout the application and judging process. Failure to remain enrolled in or attending such a school will result in immediate disqualification.
4. PARTICIPANT(S) must be in 9, 10, 11 or 12 grade.
5. PARTICIPANT(S) must be the original and first inventor of the INVENTION. Multiple PARTICIPANTS who work as a team shall submit a single REPORT for the same INVENTION, but each PARTICIPANT must submit a separate application form.
6. PARTICIPANTS who work as a team may be considered JOINT INVENTORS. If each PARTICIPANT had a share in the ideas forming the INVENTION – even if only as to one aspect, they are all considered JOINT INVENTORS. If, on the other hand, one or more of the PARTICIPANTS has/have provided all of the ideas of the INVENTION, and other PARTICIPANT(S) only followed instructions in making it, the PARTICIPANT(S) who contributed the ideas is/are the true and only INVENTOR(S) of the INVENTION. Each JOINT INVENTOR of the winning team will be required to describe his/her personal contribution to the winning INVENTION.
7. PARTICIPANT(S) may spend up to a maximum total of \$100 on materials for preparing the FINAL REPORT and making a model or prototype, if any.
8. PARTICIPANT(S) must disclose in the FINAL REPORT all known previous information that is in printed or electronic form (for example, books, newspaper articles, magazine articles, web sites) and/or that exists as a product that relate to or are similar to the INVENTION. This information should be included in the Background section of the FINAL REPORT.
9. PARTICIPANT(S) are limited to submitting no more than 2 final reports. Suggested format of the FINAL REPORT:
 - a. TITLE
 - b. NAME OF PARTICIPANT(S) ON EACH PAGE
 - c. LISTING OF THE SINGLE PARTICIPANT OR JOINT PARTICIPANTS and addresses of each PARTICIPANT
 - d. PURPOSE/ FIELD OF THE INVENTION. State the purpose and field of the INVENTION.
 - e. BACKGROUND OF THE INVENTION. Describe the old methods, materials or apparatus used to achieve the purpose of the INVENTION and state their limitations and disadvantages.
 - f. SUMMARY OF THE INVENTION
 - g. DETAILED DESCRIPTION. Describe clearly and completely the INVENTION and its parts. Where possible, include sketches, drawings, circuit diagrams, photographs, chemical formulas, etc. Give a detailed written description of the operation and use of the INVENTION referring to the parts by the numerals. State the advantages of the INVENTION over the old or known methods, materials, or apparatus and the features believed to be new. Describe any alternative versions of the INVENTION.
 - h. If you have built a model or prototype, it must be included with the FINAL REPORT for consideration. However, a model or prototype is optional and is not required to be judged a winner.

<p>10. This APPLICATION must be submitted to the address below by January 7, 2010. <u>APPLICATIONS submitted after the deadline will not be accepted.</u> Information contained within the APPLICATION is confidential.</p> <p style="text-align: center;">Burns & Levinson LLP 125 Summer Street Boston, MA 02110 Attn: Anna DeLeo - Power of an Idea Scholarship Contest</p>	<p>11. The FINAL REPORT must be submitted by 11:59 PM on the deadline, February 23, 2010. <u>FINAL REPORTS submitted after the deadline will not be accepted.</u> Final reports can be sent to the address below or submitted via e-mail to Anna DeLeo at adeleo@burnslev.com</p> <p style="text-align: center;">Burns & Levinson LLP 125 Summer Street Boston, MA 02110 Attn: Anna DeLeo - Power of an Idea Scholarship Contest</p>
--	--

12. **JUDGING** dates and location TBA. An **ORAL PRESENTATION** is **REQUIRED** at the judging.
13. Submission is not complete until Burns & Levinson LLP (hereafter "B & L") has received a copy of the report.

PLEASE CHECK OUR WEBSITE (www.burnslev.com/poi) FOR DEADLINE UPDATES.

JUDGING CRITERIA AND PROCEDURES

14. Judgment of a winner of the scholarship award will be in the sole discretion of the award committee/judges panel, taking into account merits of the INVENTION, presentation in the FINAL REPORT and any other factors the judges deem appropriate.
15. Selection of PARTICIPANT(S) receiving Honorable Mention will be in the sole discretion of the award committee/judges panel.
16. Decisions of the award committee/judges panel are final and not subject to appeal.

TIMING AND DISBURSEMENT OF SCHOLARSHIP FUNDS

17. In the event that a sole PARTICIPANT is deemed the winner, B & L will hold the \$15,000 cash prize award ("SCHOLARSHIP") in a revocable scholarship fund ("FUND") for the benefit of that sole PARTICIPANT.
18. In the event that a team of PARTICIPANTS is deemed the winner, B & L will divide the SCHOLARSHIP equally between the winning PARTICIPANTS and create a separate FUND for each PARTICIPANT containing their share of the SCHOLARSHIP.
19. SCHOLARSHIP funds may only be REDEEMED for the enrollment costs of either a four-year college or other institution of higher learning approved by B & L.
20. Enrollment costs shall include tuition, academic textbooks and additional expenses related to attendance at an institution of higher education, subject to the approval of B & L. REDEMPTION for expenses other than tuition requires proof of purchase be submitted to B & L. REDEMPTION of the SCHOLARSHIP funds for any other reason is prohibited without receiving prior approval from B & L.

THE POWER OF AN IDEA® SCHOLARSHIP CONTEST
TERMS & CONDITIONS

21. The SCHOLARSHIP award will be placed in the FUND within 90 days after appointing the winner of the CONTEST.
22. The SCHOLARSHIP must be REDEEMED within 7 calendar years after the transfer of funds into the FUND *or* within 3 years of the winning PARTICIPANT'S graduation from high school, whichever is sooner.
23. In the event that a team of PARTICIPANTS is awarded the SCHOLARSHIP, REDEMPTION of each PARTICIPANT'S fraction of the award is subject to the conditions provided by term 21, above.
24. If a winning PARTICIPANT fails to REDEEM the SCHOLARSHIP within the period of time specified in terms 22 and 23, B & L will retain full control and ownership over the FUND and the monies retained therein. At such a time, allocation of the SCHOLARSHIP will be left to the full discretion of B & L. No PARTICIPANT who has failed to REDEEM the SCHOLARSHIP within the period of time specified by terms 22 and 23 may challenge or appeal B & L's decisions regarding allocation of the SCHOLARSHIP.
25. REDEMPTION of the SCHOLARSHIP may take place only after the winning PARTICIPANT(S) prove their acceptance and matriculation to a four-year college or otherwise approved institution of higher learning to B & L.

PATENT PROCEDURES

26. The winner(s) of the CONTEST will be required to sign a patent application declaration or oath stating that all statements made with regard to the patent application are based on his/her own knowledge and are true.
27. B & L will provide free patent services and also pay reasonable costs (including attorney fees, government fees, and associated costs) to file, prosecute, and issue a US utility patent application only for the winning INVENTION.
28. If a patent is granted for the winning INVENTION, payment of the patent maintenance fees due 3 ½, 7 ½, and 11 ½ years after the issue date of the patent are the sole responsibility of the PARTICIPANT(S).
29. At no time does participation in the Power of an Idea competition create an employer/employee relationship between any PARTICIPANT(S) and B & L.
30. No attorney-client relationship is established between the PARTICIPANTS and B & L (other than with the winning PARTICIPANT or JOINT PARTICIPANTS) due to B & L's participation in and sponsorship of the CONTEST; PARTICIPANTS are advised to seek their own legal counsel about US, international, and foreign patent rights, licensing, and other legal matters.
31. B & L will use reasonable efforts in the filing and prosecution of a US utility patent application for the winning INVENTION, but B & L does not guaranty that a filed US utility patent application will mature into an issued US patent.
32. B & L reserves the right to suspend, discontinue, or otherwise terminate activity on the US utility patent application at any time in its sole discretion. If it does so, the PARTICIPANTS will be notified by B & L with sufficient time to proceed without B & L.
33. B & L will not file an international or foreign application for the winner(s) of the CONTEST or any other PARTICIPANTS.
34. B & L will not file a design or ornamental patent application in any jurisdiction.
35. B & L will not provide patentability or commercialization studies of the INVENTION.
36. B & L does not guaranty, warranty, or represent that a submitted INVENTION, including a winning INVENTION, has commercial value, or that a submitted INVENTION will or could lead to a license or other commercial agreement for the submitted INVENTION.

REVOCAION OF SCHOLARSHIP

37. In the event that it is discovered that the winning PARTICIPANT(S) misrepresented themselves by failing to answer truthfully any question on the Power of an Idea APPLICATION, B & L may REVOKE the SCHOLARSHIP at any point after such discovery is made.
38. In the event that it is discovered that the winning PARTICIPANT(S) copied the invention from someone else, B & L may REVOKE the SCHOLARSHIP at any point after such discovery is made.
39. In the event that the winning PARTICIPANT(S) fail to graduate high school on or before July 1 of the calendar year in which they turn 22 years old, B & L may REVOKE the SCHOLARSHIP at any point after July 1 of said calendar year.
40. In the event that the winning PARTICIPANT(S) is/are arrested and convicted of any felony before disbursement of the SCHOLARSHIP, B & L may REVOKE the SCHOLARSHIP at any point after such conviction.
41. In the event that the winning PARTICIPANT(S) receive disciplinary action from an educational institution in which they are enrolled, resulting from illegal drug or alcohol use, B & L may REVOKE the SCHOLARSHIP at any point after such disciplinary action has been taken.
42. In the event that the winning PARTICIPANT(S) engage in any act of misconduct which would bring discredit to the name and/or image of the SCHOLARSHIP, B & L shall have the power to review such conduct, and if deemed necessary to preserve its name and image, REVOKE the SCHOLARSHIP at any point after commission of said misconduct.
43. The decision to REVOKE the SCHOLARSHIP for any of the aforementioned reasons is left to the sole discretion of B & L. The decision to REVOKE cannot be contested or appealed. Only B & L has the authority to REVOKE the SCHOLARSHIP.
44. In the event that the SCHOLARSHIP is revoked from the winning PARTICIPANT(S), B & L may allocate the \$15,000 cash prize in any manner it sees fit. No PARTICIPANT(S) shall have the right to challenge or appeal B & L's decision for allocation of the REVOKED SCHOLARSHIP.
45. Procedures necessary to REVOKE the SCHOLARSHIP are left to the discretion of B & L. Any method of revocation within the confines of the law may be used to REVOKE the SCHOLARSHIP.
46. Any and all decisions made by B & L regarding judging of the competition, acceptance of applications, and revocation of SCHOLARSHIP for one or more of the reasons listed in terms 37-45 are FINAL and not subject to appeal.
47. **Any decision made by B & L with regard to the powers vested in the firm by these terms and conditions is FINAL and not subject to challenge or appeal**
48. **B & L reserves the right to issue additional directions and/or terms and conditions at any time that will become part of these terms and conditions by postal mail or electronic mail to PARTICIPANTS.**

By My Signature, I accept and agree to the terms and conditions numbered 1 through 48, appearing on the previous two pages and attached to my APPLICATION to enter the Power of an Idea Competition

Applicant Signature

Parent/Guardian Signature

Date: