

TERMS OF SERVICE

NTN INNOVATION BOOSTER PLASTICS FOR ZERO EMISSION

Publication: 02/05/2022 (v1.00) | latest applicable version at: <https://plastics4zeroemission.ch/legal/>

Your contractual partner:

Composites United Switzerland
Technoparkstrasse 2
8406 Winterthur
steve.merillat@composites- united.com

Table of Contents

1	DEFINITION LIST	2
2	SCOPE	4
2.1	Between you and us	4
2.2	About this Programme	5
2.3	About the Programme Rules.....	6
2.4	About the Platform	6
3	IDEA-PROJECT LOOP; OVERVIEW & GENERAL COURSE	7
4	ELIGIBILITY	7
4.1	Criteria	7
4.2	Registration	8
5	CONTRIBUTION DATA; OPENNESS & CONFIDENTIALITY	8
5.1	Contributive & Privative Spaces.....	9
5.2	Operator's confidentiality commitments	10
5.3	Data Room	10
6	IDEAS FUNDING	10
6.1	Content of a Proposition	10
6.2	Form of a Proposition.....	11
6.3	Review of a Proposition	11
6.4	Selection and validation of a Project.....	11
6.5	Seed Money	12
7	FEASIBILITY STUDY; PROJECT-MAKING	12
7.1	Team Rules	13
7.2	Project Report	14
8	INTELLECTUAL PROPERTY RIGHTS	14
8.1	Background IPR, Foreground IPR	14
8.2	Image rights	14
9	CREDENTIALISATION (GRATITUDES).....	14
10	AEGIS; STEWARDSHIP & RETRIBUTION	15
11	MISCELLANEOUS	15

1 DEFINITION LIST

§1 For words capitalised in cycle case in the Programme Rules, please find below the applicable meaning with some (non-exhaustive) additional explanations and internal cross-references:

Terms	Definitions	Intl. ref.
Background IPR	Any and all IPR or Secrets of a Participant which were developed or reduced to practice before partaking or outside the Programme	e.g. Section 8.1
Contribution Data	Any idea, know-how, document, drawing, file or any other form of information that is shared by or among the Participants as part of the Programme. Contribution Data should, as much as practical, be documented or recorded in a dated, replicable, human-readable, disposable and transferable format.	Section 5
Contributive Space	Any digital or physical location which is accessible or open indiscriminately to any Participant during the IPL session	Section 5.1
Data Room	The file-hosting digital space or platform provided by the Operator or used by the Participants (usu. Team Members) for sharing & organising Contribution Data within a limited group of Participants (usu. a Team). The Data Room is assumed a Privative Space by default.	Section 6
Feasibility Study	<i>(Phase II of any IPL session)</i> The period during which the Team Members aim at completing their Project with the support of the Seed Money. The beginning, the duration and the end of the Feasibility Study are instructed by the Operator and may be extended at its discretion. Unless specified otherwise, the Feasibility Study starts once the Operator has sent the Kick-off notice to the Participants and ends upon instruction of the Operator.	Section 7
Foreground IPR	Any and all IPR which are conceived, made, reduced to practice or developed by the Participants in the course of any work performed as part of the Programme.	e.g. §89
Implementation Partner(s)	Project Stakeholders forming a special category in that they intend to create socio-economic added value from the Project and its Results; usu. for-profit organisations/individuals and public utility or service organisation.	e.g. §12§12(a)
IPL	Idea-Project Loop; usu. divided in two main phases (Phase I: Ideation / Phase II: Project-Making). The Programme itself is divided in several Idea-Project Loops. Also referred to as “ Innovation Booster Calls ”.	Section 3
IPL session	Any period in the Programme which is active for participation. For Participants, IPL session and Idea-Project Loop are largely synonymous.	<i>ibidem</i>
IPR (Intellectual Property Rights)	Any and all intangible assets protected by the laws on trademarks, copyrights and related rights, patents for inventions, semiconductor topographies, designs or plant varieties, as well as analogous regimes under Swiss law, or deemed a Secret.	Section 8
Jury	The panel of external independent experts in charge of selecting the Propositions which should be validated as Projects for the Feasibility Study.	Section 6.4
Kick-off Notice	The formal communication notified by the Operator to the Participants which indicates that a Proposition is selected and validated as a Project and which designates the Project Stakeholders for such Project. For the Project Stakeholders, the expedition date of the Kick-off Notice marks the beginning of Phase II.	e.g. §79

Libre licence	Any IPR licence certified by the Open Source Initiative ¹ or otherwise fulfilling, in an ad hoc manner, its definition criteria or these of the Open Source Hardware Definition 1.0 ² or of the Free Software Foundation ³ . <i>Notable examples:</i> - (for software) <i>Massachusetts Institute of Technology License (MIT License); General Public License (GPL); European Union Public License (EUPL);</i> - (for hardware & hardware designs) <i>CERN Open Hardware Licence (CERN-OH L), Solderpad Hardware Licence (SHL);</i> - (for content, e.g. texts, images, videos) <i>Creative Commons BY Share-Alike (CC BY SA);</i> - (for registered patent or design) <i>Educational Community License (ECL);</i> - (for database) <i>Open Data Commons Open Database License (ODbl)</i>	e.g. §40
Team Member(s)	(Phase II) Participants who validly constituted a Team with other Participants for the Feasibility Study; usually the Project Stakeholders who have agreed upon their Team Rules.	>>> Team Rules
Online Forge	Any collaborative online platform & repository to share, contribute to, and manage community-driven R&D projects under Libre licences. <i>Notable examples:</i> - (for software development; also database, etc.) <i>SourceForge.net; Github.com;</i> - (for electronics design, hardware development) <i>OHWR.org;</i> - (for encyclopaedia content) <i>Wikipedia.org;</i> - (EU repository for software + interoperable assets/models of all kind) <i>Joinup.eu</i> The Operator may accommodate for a looser definition if circumstances warrant.	e.g. §50, §78
Operator	Composites United Switzerland, Technoparkstrasse 2, 8406 Winterthur. Also defined as “Leading House” by Innosuisse.	Section 2.1
Participant(s)	Any natural person or legal entity that validly holds an active account on the Platform or another status of participation recognised by the Operator; any Participant is subject to the Programme Rules and must meet the eligibility criteria under these Terms of Service.	§3 with ref., Section 4
Platform	The online platform dedicated for IPL sessions, accessible to all Participants for sharing Contribution Data and publishing Propositions. The Platform is assumed a Contributive Space by default.	Section 2.4
Privative Space	Any digital or physical location which is accessible or permitted only to a restrictive number of Participants for the circulation of privileged information, either due to the location itself or during a defined frame of time. A Privative Space may at any time be ordered by the Operator.	Section 5.1
Programme	>>>	Section 2.2
Programme Rules	The set of operating rules that governs the Programme as a whole, notably the rights & obligations between each individual Participant and the Operator. The Programme Rules are set down by the Operator in general or specific terms as a requirement to partake in the Programme. >>>	Section 2.3
Project	Any Proposition which is selected and validated as such for Phase II of an Idea-Project Loop. The Project generally consists of striving, during the Feasibility Study, to achieve a proof-of-concept to verify and demonstrate the underlying Proposition (idea, theory, concept, etc.) has practical potential.	Section 6.4
Project Report	(Phase II of any IPL session, end of the Feasibility Study) The form to be completed and documentation to be provided by each Team that receives the Seed Money for its Project.	§77, Section 7.2
Project Stakeholder(s)	Participants whose Proposition is selected and validated as a Project; usually the applicant(s) and, if any, backer(s) of such Proposition, including at least one Implementation Partner. Project Stakeholders may or may not be already Team Members.	Section 6.4

1 <https://opensource.org/licenses/category>

2 <https://www.oshwa.org/definition/>

3 <https://www.gnu.org/philosophy/free-sw.en.html>

Proposition	<i>(Phase I of any IPL session)</i> The document or text field containing the innovation idea with its explanatory and illustrative content as published on the Contributive Space (e.g. Platform) dedicated to that purpose. Any Proposition is associated with its applicant(s) and may be submitted with additional, non-public Contribution Data.	Section 6
Results	<i>(Phase II, Feasibility Study)</i> A special category of Contribution Data in that they are conceived, made, reduced to practice or learnt by the Team Members in pursuit of the Project.	
Secret	Any information or set of information in rightful holdership of the Participant which is legally protected as a secret under Swiss law (e.g. manufacturing, business or trade secrets).	
Seed Money	<i>(Phase II of any IPL session, Feasibility Study)</i> the monetary grant provided by the Operator to the Team in support of the Project according to the Programme Rules in the Feasibility Study. Seed Money is a donation subject to a condition subsequent (reimbursement of effective costs during the Feasibility Study). Seed Money is an ideas funding originating from Innosuisse for direct testing and further development of promising innovation ideas that emerge from the activities within the Programme.	Section 6.5
Team	<i>(Phase II of any IPL session, Feasibility Study)</i> The group formed by the eligible Participants (i.e. Project Stakeholders) for the purpose of completing the Project together and organised either as an association, a simple partnership or under any other cooperative agreement (i.e. Team Rules). Also defined as “Innovation teams” by Innosuisse. Under the Programme Rules, the rights & obligations of a “Team” refer to the rights & obligations of each individual Programme’s Participant forming such Team (i.e. each individual Team Member).	>>> Team Rules
Team Rules	<i>(Phase II of any IPL session, Feasibility Study)</i> The set of contractual (and/or corporate) rules and provisions agreed upon by the Team Members as a separate, <i>inter partes</i> agreement for the purpose of collaboratively pursuing their Project during the Feasibility Study. The Operator itself cannot be a Team Member in any Team; the Team Rules may, however, accommodate non-party custodial roles (e.g. moderator, conciliator) for the Operator if the Project Stakeholders / Team Members so decide.	Section 7.1
Thematic Domain	Sustainable solutions in the field of plastics and composites, throughout the whole value chain and the whole life cycle. This includes, but is not limited to, topics like CO ₂ - and energy reduction during production and product use, sustainable raw materials, recycling methods, LCA methods, design for re-use and recycling, etc.	

2 SCOPE

2.1 Between you and us

§2 Context. The NTN Innovation Booster Plastics for Zero Emission is an open innovation programme (“**Programme**”) in the field of plastics and composites (“**Thematic Domain**”), supported by Innosuisse within the NTN Innovation Boosters.

§3 Parties. “**You**”, “**yours**” or “**your**” hereafter refers to any “**Participant**” in the Programme (§24); you are contracting with Composites United Switzerland (“**Operator**”, “**we**”, “**us**” or “**our**”, “**Leading House**”).

§4 Operator. The Programme is operated, on a best-efforts basis, under our aegis as a:

- (a) *coordinator*. We take care of routine administrative processes in the Programme (e.g. registration, schedule, event organisation...) and ensure funding allocation across ideas and projects.
- (b) *facilitator*. We contribute to setting up framework conditions conducive to open communication and mutual trust; we strive to make participation, collaboration & contribution smooth, easy and enjoyable for and between all Participants. For any queries or thanks, please reach out to us.

- (c) *knowledge broker*. We strive to set Participants on an even ground as to the level of information and practical knowledge required to enjoy the Programme. We stimulate constructive, enabling exchanges between the Participants as well as with external experts or other inspiring third parties.
 - (d) *gatekeeper*. We encourage and supervise that the Participants play by the rules and behave in a way that is compatible with the open, collaborative, social dynamics of the Programme.
- §5 Agencies. To act in these capacities, you authorise us to use subcontractors, agents, or other entrusted third parties subject to no lesser obligations than those which we have towards you. Some agents acting in the name and on behalf of the Operator may, additionally when specified in certain contexts, act as affiliated third-party providers.
- §6 Affiliated third-party service providers. We may have affiliated with third-party service providers to offer you additional options or services which may be useful to you in the Programme. However, none of these additional options or services is mandatory for you at any stage. If you decide to subscribe to one of these additional options or services, please note that the contractual relationship (i.e. the contract) for such additional option or service is solely between you and the third-party service provider concerned; we are not and will not be a party thereto. If you have suggestions or remarks regarding the affiliated third-party service providers or the additional options or services in the Programme, please feel free to reach out to us.
- §7 Communications. Any formal communication, query or notification to us shall be made using the contact information in the header of these Terms of Service or, if any, through specific features on the Platform dedicated to this purpose.

2.2 About this Programme

- §8 Duration. The Programme runs from January 2022 to end of 2025 and is divided into several sessions, individually referred as to an “**Idea-Project Loop**” or “**IPL session**”.
- §9 Location. The Programme is serviced to you using the “**Platform**” (Section 2.4); events and meetings may also take place in physical venues or other digital spaces.
- You may also find information on our home website: <https://plastics4zeroemission.ch/call-for-ideas/>
- §10 Participation. Unless explicitly specified otherwise, participating in the Programme is contingent to duly holding an active account on the Platform; you need to meet our Programme’s eligibility requirements (Section 4) and to become a user of the Platform.
- §11 Content. The Programme is an open innovation framework to enhance inventiveness, creativity and collective intelligence in order to bring about and experiment new, heterodox ideas within a community or team of individuals from all walks of life in the Thematic Domain; please read page 7 for more details.
- §12 Commitment. You commit to play by the Programme Rules (Section 2.2) at all times. Participating in the Programme is free of charge, with two notable exceptions:
- (a) Once your Proposition is selected and validated as a Project, Implementation Partners must make a financial contribution. This financial contribution may amount to up to 20% of the amount granted as Seed Money by the Operator, upon the Operators instructions; up to half of the financial contribution is to be paid to the Operator for assistance during the Feasibility Study. If there are several Implementation Partners, they are jointly and severally liable.
 - (b) Should you voluntarily subscribe to additional options or services in the Programme, these are to be paid for or given counterparts to (e.g. §6).
- §13 Purpose. The Programme is designed to service you in a manifold purpose:

- (a) to bring together professionals, academics, and enthusiasts in the Thematic Domain and provide them with framework conditions enabling mutual trust, original knowledge exchanges as well as fair & open collaboration;
- (b) to stimulate research and development for practical application in the Thematic Domain at shared costs and mitigated risks;
- (c) to explore and demonstrate commons-based, community-driven innovation and business models to give you new options to sustain, diversify and expand your activities or clientele;
- (d) to showcase the impetus and talent pool stemming from the Swiss ecosystem in the Thematic Domain;
- (e) to nurture trustful and mutual understanding among stakeholders of the Swiss Plastics and Composites ecosystem to open more opportunities to strengthen local and interregional socio-economic networks.

§14 Beyond the Programme. As a larger purpose, we would like to contribute to the stimulation of a thriving, forward-looking and ecosystemic vision of business and innovation with all good-willed members of the Plastics and Composites community in Switzerland; a vision which is notably embodied in the Community Manifesto for Open Innovation.

2.3 About the Programme Rules

§15 Integral contract. When you adhere to these Terms of Service, you adhere to the “**Programme Rules**” as a whole and as an integral contract, which is composed of the following components:

- (a) these Terms of Service;
- (b) the Privacy Policy;
- (c) the Community Manifesto for Open Innovation, if available;
- (d) the Code of Conduct, if available;
- (e) any specific policy issued by the Operator (§96);
- (f) a drop of common sense and playfulness!

§16 Consultability. The Programme Rules are available online at any time in their latest version:

<https://plastics4zeroemission.ch/legal>

§17 Ethos. The Community Manifesto for Open Innovation and the Code of Conduct serve as *boni viri* interpretative basis for assessing any situation or interpreting any provision or policy set out in the Programme Rules.

§18 Modifications. The Operator reserves the right to alter, revise and/or modify the Programme Rules in part or full, at any time by making a public announcement on the Platform or by notification per email; the Operator may also issue specific policies under §96 if the proper running of the Programme so requires. Any change takes effect immediately upon being published on the Platform or notified per email. If you continue to access and use the Platform or to partake in the Programme in any way once changes are published or notified, you are deemed to have accepted such changes. If you do not accept any changes, you must immediately delete your account from the Platform and/or revoke any other status of participation and stop partaking in the Programme (§107).

§19 Additional legalese content. For further formalities, please refer to Section 11.

2.4 About the Platform

§20 For registration and online activities, we rely on the Platform accessible at the following entry point:

https://home.jointcreate.com/en_us/organizations/?organizationId=101

§21 We do neither operate nor have any control over the Platform; for any question or concern, please refer to the relevant third-party provider and its own terms & conditions:

https://home.jointcreate.com/en_us/terms-of-use/

3 IDEA-PROJECT LOOP; OVERVIEW & GENERAL COURSE

The Programme is divided into several sessions, individually referred as an “Idea-Project Loop” or “IPL session”; any IPL session is accessible to all Participants as long as they comply with the Programme Rules. Each Idea-Project Loop has a single two-phase idea incubation process.

PHASE I: IDEATION *Phase I aims at identifying the problem or improvement areas and sharing, discussing and selecting ideas whose exploration or realisation appears the most appealing to the Participants and setting up the Teams to prepare a proposal for the Feasibility Study in Phase II.*

PHASE II: PROJECT-MAKING *(work as a team) Phase II aims at verifying and demonstrating whether their selected Propositions have practical application (Projects); each Project is funded by the Operator’s Seed Money combined with the financial contributions from the Implementation Partner(s) (usually at least 10% of the Seed Money) and potentially other third party funding. Phase II is reserved to Participants whose Proposition(s) has been selected and validated by the Operator; it has an estimated duration of 6 months, extensible at the Operator’s discretion.*

Once the IPL session is over, the innovation trajectory can be continued outside of the Programme; either with us, with other Participants or third-party partners, by yourself, driven by community or not at all.

4 ELIGIBILITY

4.1 Criteria

§22 To become a Participant in the Programme, you must represent and warrant that:

- (a) as a natural person, you are of legal age (usu. 18 y/o) or authorised by your legal representative to form a binding contract under applicable laws;
- (b) as a natural person or as a legal entity, institution or another form of collective organisation, you have full legal capacity and sufficient authorisations to enter into an agreement with us and with other Participants;
- (c) as a natural person, you are a Swiss citizen or have a valid permit to work or to reside in Switzerland; as a legal entity, institution or another form of collective organisation, your head office is located in Switzerland or you have a branch office duly registered in Switzerland. Alternatively, if you do not meet the nationality, work permit or domicile criteria, you must instead be able to demonstrate that your participation in the Programme aims at adding socio-economic value in or for Switzerland.
- (d) you have not been previously suspended, restricted or removed from accessing or using the Platform or partaking in the Programme;
- (e) your use of the Platform or the Programme does not and will not violate any and all laws and regulations applicable to you, including but not limited to regulations on money laundering, unfair competition or intellectual property law;
- (f) you are willing to abide, in good faith, by the rules and principles of the Community Manifesto for Open Innovation (if available) as well as the Code of Conduct.

§23 If a natural person (e.g. individual employee) intends to partake in the Programme on behalf of a legal entity (e.g. company, public institution, association), the registrant represents and warrants that he or she is an authorised representative with the full authority to bind such legal entity in accordance with the Programme Rules. That natural person's name will be mentioned as the project manager in representation of such legal entity in the Programme: the legal entity concerned is solely the Participant in the Programme unless specified otherwise.

4.2 Registration

§24 To partake in the Programme, you must register an account using our Platform or by filling a form and adhering to these Terms of Service using other means recognised by the Operator.

§25 Registration of an account on the Platform or of any other status of participation in the Programme is contingent on you: (i) meeting the eligibility criteria and (ii) accepting these Terms of Service by which you agree to all other Programme Rules (§15).

§26 Should any registration process be further subject to the terms & conditions of a third-party provider (e.g. Platform's owner), you are solely and separately responsible for complying therewith.

§27 Your account or any other status of participation is only active and valid upon confirmation by the Operator. Once and as long as your account is active or your status of participation is valid, you are deemed a "**Participant**" in the Programme and may partake in any of its IPL sessions. No rights in or to the Programme are granted to you without an active account or another valid status of participation.

§28 We may, at our discretion, reject or revoke any account registration or other status of participation.

§29 While filling out forms for registration or any similar process in the Programme, you must only provide information (name, email, etc.) that is true, accurate, current, and comprehensive; you are further responsible for maintaining and, as it may be, timely updating such information accordingly.

§30 You may terminate your status of participation in the Programme at any time for any reason by cancelling or deactivating your account on the Platform (§107). To do so, you must notify an email to the Operator or, if any, make use of other specific features dedicated to this purpose.

§31 Natural persons and legal entities (e.g. affiliated third-party providers) that must register an account or create a status of participation to perform a mandate or a similar contract on behalf of the Operator (e.g. accessing the Platform for reviewing the Propositions) do not qualify as Participants and do not need to meet the eligibility criteria unless stipulated otherwise: the Programme Rules only apply to them to the extent germane and in a suppletive manner.

5 CONTRIBUTION DATA; OPENNESS & CONFIDENTIALITY

§32 In the Programme, openness is the rule, secrecy is the exception; confidentiality commitments should therefore be itemised and limited to the essential.

§33 As part of the Programme, Participants share ideas, know-how, documents, files, information, etc. between them; these are referred to as "**Contribution Data**". Any Contribution Data should, as much as practicable, be documented or recorded in a dated, replicable, human-readable, disposable and freely transferable format.

§34 Any Contribution Data released by a Participant belongs to this Participant unless such Contribution Data is already owned by, or is fully given credit to, someone else (cf. Section 9).

§35 As a Participant, you are solely responsible for any Contribution Data you release; thus you warrant that:

(a) you have right, title, and interest to your Contribution Data and neither infringe nor misappropriate Intellectual Property Rights of any third party, including another Participant;

- (b) should the Contribution Data not (entirely) be yours to release, you have obtained all necessary consents, approvals, permissions, licences and other accreditations relating to the Contribution Data that may be required from any other Participants or any other non-participating third party to use the Contribution Data as provided by the Programme Rules;
- (c) you publish, share and release Contribution Data at your own risk and expense; it is your responsibility not to disclose or make available Contribution Data (and any other content) that you should not or do not want to disclose or make available to others;
- (d) the Contribution Data you release shall not violate any part of the Programme Rules or any applicable law, in particular country-specific regulations and laws that apply to you;
- (e) your Contribution Data is free of viruses, worms, malware, Trojan horses or any other contaminating or destructive features.

§36 You are free to conclude, in any form that you see fit, separate, specific non-disclosure agreements (“**NDA**s”) with other Participants on specific, identifiable information that is not disclosed to any other one(s); NDAs of global, general reach are, however, not admissible.

§37 It is recommended that any Contribution Data which entails confidential information or is a Secret be labelled as such in a specific and identifiable way and should in no way be released in a Contributive Space⁴.

Example: the file name (e.g. CONFIDENTIAL_pyrotechnical-engine.odt), the email title (SECRET_do-not-disclose)

§38 During an IPL session, you may delete, withdraw or otherwise remove your Contribution Data from the Platform, the Data Room or another digital support (e.g. chatroom of a webinar). However, deleting, withdrawing or otherwise removing Contribution Data bears no effect on the fact that your Contribution Data were previously released, published and disclosed.

5.1 Contributive & Privative Spaces

§39 Any IPL session takes place either in a Contributive Space or in a Privative Space.

§40 In a Contributive Space, each Participant agrees that the Contribution Data released (e.g. a Proposition published on the Platform) are placed, as much as applicable, under CC BY SA 4.0⁵.

§41 Such libre licencing neither affects ownership over the Contribution Data nor include:

- (a) trademarks, brands, logos and similar signs capable of distinguishing someone’s identity, goods or services from someone else’s;
- (b) proprietary Background IPR referred to in the Contribution Data

Example: if you publish a patent description in your Proposition, the libre licencing only concerns the documentation if applicable, but in no way the patent-related IPR.

§42 In a Privative Space, each Participant agrees that any Contribution Data released (e.g. in a Project workshop) is:

- (a) intended for all other Participants having the same level of privileged access (e.g. all other Team Members), regardless of whether they are present or not;
- (b) subject to confidentiality commitments in *arbitrium boni viri* by each Participant;

⁴ Please do not disclose any confidential or secret information in your Proposition on the Platform unless you no longer want them to be confidential or secret! As the case may be, remember that something can be explained without being disclosed.

⁵ Standardised Libre licence retrievable at <https://creativecommons.org/licenses/by-sa/4.0/>

- (c) prohibited from being used to develop or reduce to practice Intellectual Property Rights outside the Programme without the express consent of the released Contribution Data's owner.
- §43 During an IPL session, spaces are only deemed private upon the Operator's instruction or pursuant to the Programme Rules. During the Feasibility Study, any event, meeting or other form of exchange and discussion is presumed to take place in Private Spaces under the Programme Rules, unless otherwise instructed by the Operator or agreed upon by the Team Members.
- §44 In any event and at all times, the Operator is entitled to enter and consult Private Spaces for supervisory, monitoring and/or advisory purposes in the Programme.

5.2 Operator's confidentiality commitments

- §45 The Operator commits to keep confidential any information disclosed by the Participants to which it has an exclusive or privileged access in the Programme. Any Contribution Data confidential to the Operator is destroyed by it in due course, but no later than at the end of the Programme.
- §46 With respect to such confidential information, the Operator is obliged:
- (a) to treat the confidential information diligently and accordingly;
 - (b) not to disclose the confidential information to any unauthorised third party;
 - (c) to use the confidential information for the purpose of the Programme.
- §47 That being the case, the Operator's confidentiality obligations should not hamper its role as a facilitator and knowledge broker in the Programme. The same is true for the Operator's privacy obligations.
- Example: the Operator may suggest, based on confidential information but without revealing its content, that one Participant should explore synergies with another Participant and share relevant personal contact information between the two of them.*
- §48 For the avoidance of doubt, the Operator is not responsible for enforcing confidentiality commitments between the Participants. However, breach of confidentiality towards other Participants may be deemed an infringement to the Programme Rules (§100).

5.3 Data Room

- §49 The Operator may provide a "Data Room" as an online Private Space to the Teams or, if relevant, to certain groups of Participants, for them to store, publish and share Contribution Data amongst themselves.
- §50 Any group of Participants or Team is entitled, by unanimous decision or by virtue of its own Team Rules, to use the Data Room as a Contributive Space. The Operator may also propose a Data Room as a Contributive Space on an Online Forge.

6 IDEAS FUNDING

- §51 During an Idea-Project Loop, any Participant may post an innovation idea in the form of a "Proposition" in an attempt to gather support and to receive "Seed Money" from the Operator; only a Proposition that is selected and validated as a Project is eligible to receive Seed Money (Section 6.4).

6.1 Content of a Proposition

- §52 The Proposition may cover any and all activities of relevance to the Thematic Domain, including peripheral or pre-cursive ones. The Proposition must yet remain consistent with the provisions, purposes and principles of the Programme Rules.

- §53 The Proposition has to incorporate a viable innovation idea which should show practical potential and take into account customer needs, feasibility and profitability from the very beginning. As much as practicable, such viable innovation idea should address an identified or identifiable issue or specifically contextualises a defined opportunity for improvement.
- §54 Each Participant may submit more than one Proposition, but each Proposition should only contain one (main) innovation idea.
- §55 In case your Proposition is based or relies on proprietary “**Background IPR**” and/or aims at developing proprietary “**Foreground IPR**” (cpr Section 8.1), this proprietary aspect must be reflected in the Proposition; it is, however, neither required nor recommended including any confidential information in your Proposition.

6.2 Form of a Proposition

- §56 The Proposition shall only be posted using the features of the Platform or using other means and routes provided for this purpose by the Operator. Any Implementation Partner must nominatively be designated.
- §57 The Proposition and its related Contribution Data shall not mislead people or misrepresent facts. In particular, the current state of things and the intended state of things should be clearly distinguished from one another: the Proposition and its related Contribution Data should not pretend to have features or specifications that do not yet exist or work.
- §58 When you post a Proposition, you warrant and assume sole responsibility that such Proposition and its related Contribution Data comply with:
- (a) all applicable laws, including copyright and trademark laws, antitrust and competition laws, export control laws, data protection laws, or other laws in any applicable jurisdiction, and shall not conflict with any agreement that you have signed with any third party;
 - (b) the Programme Rules (Section 2.3).

6.3 Review of a Proposition

- §59 When you post a Proposition, your Proposition may be transmitted to us and the Jury appointed by us with its related Contribution Data. Until the submission deadline applicable in the ongoing Idea-Project Loop, your Proposition can be reasonably adapted or changed.
- §60 Once you post a Proposition, you shall provide reasonable and timely cooperation for us to perform the review of the Proposition and its related Contribution Data.
- §61 We review your Proposition and its related Contribution Data in a cursory manner and for the sole purpose of facilitating the running of the Programme; you understand that our review is only supportive of the informational legibility & consistency on the Platform or in other Contributive Spaces; it neither entails liability nor consists of any commitment from our part towards you or other Participants in any manner.
- §62 At our discretion, we are entitled to discard, remove or refuse any Proposition or related Contribution Data, including on the Platform.

6.4 Selection and validation of a Project

- §63 Any proposition needs at least one Implementation Partner to be selected as a project;
- §64 A Proposition is selected by the Jury in accordance with the following criteria:
- (a) **Thematic focus**, i.e. whether and how well the idea fits the Thematic Domain;

- (b) **Degree of innovativeness**, i.e. whether the idea is original and has benefited from the Programme;
- (c) **Impact**, i.e. whether the idea is likely to reduce CO2 emissions;
- (d) **Benefit**, i.e. whether the idea is likely to create sustainable economic added value;
- (e) **Methodological quality**, i.e. whether the potential Project appears diligently executable;
- (f) **Diversity and gender**, i.e. whether the potential Project Stakeholders (and individual partakers) are diverse.

§65 For each IPL session, the Operator determines the limit number of Propositions which may be awarded. Likewise, the Operator reserves its right to specify or expend the selection criteria.

§66 Once a Proposition is selected as a Project, the Operator notifies the results to all Participants and/or on the Platform (“**Kick-off Notice**”): (i) each awarded Proposition is validated as a Project in the next phase (Phase II) of the IPL session; (ii) the applicants and backers of such Proposition become “**Project Stakeholders**” to the Project.

§67 The Operator ordains which Participant is eligible to constitute a Team, and with whom. Contact information on the Project Stakeholders within the same Project is shared to them by the Operator.

§68 Only Project Stakeholders are allowed to partake in the next phase (Phase II) of the IPL session. Participants that are not Project Stakeholders may nonetheless:

- (a) ask the Operator, with no guarantee of outcome, to participate in one of the Projects;
- (b) partake, if any, in open, public events and/or workshops during Phase II;
- (c) participate in Phase I of any next IPL session.

6.5 Seed Money

§69 The Project Stakeholders are eligible to be granted a financial support in the form of Seed Money once they constitute a Team (§74). Before the Team is constituted, the Proposition’s applicant may, however, request the Operator for an advance on the Seed Money for the needs of preparatory works, where justified.

§70 The Seed Money consists of a fixed amount of up to CHF 25,000 defined by the Jury. Implementation Partners supplement this amount by up to 10% with a financial contribution.

§71 The granting of the Seed Money by the Operator is only purposed to support the completion of the Project during the Feasibility Study or, if the Operator allows, an earlier preparation of the Project as part of the Programme; any unused amount stays by, or must be refunded by the Operator, at the latest by the end of the Feasibility Study.

§72 Each Team shall appoint a natural person as its contact person responsible for the Seed Money’s reception and management; such person shall be independent of any Implementation Partner.

§73 The Operator is entitled to require specific assurance

7 FEASIBILITY STUDY; PROJECT-MAKING

§74 The Project Stakeholders shall constitute a “**Team**” to begin the Feasibility Study. The Team is regarded as constituted when the Project Stakeholders agreed upon their own “**Team Rules**”. Once the Project Stakeholders agreed upon their Team Rules, they become “**Team Members**” to this Team.

§75 The Project Stakeholders shall transmit or communicate their Team Rules to the Operator, either *pro forma* (e.g. email confirmation) or in a comprehensive manner (e.g. full documents).

- §76 Before the Team is constituted, the Operator may require the Project Stakeholders to do some preparatory works. For the composition of the Team, e.g. to foster mixed groups of for-profit and non-profit individuals and/or organisations, the Operator may further propose additional interested third parties, including other Participants, that the Project Stakeholders are free to include in the Team by unanimous decision if they want to.
- §77 Once the Feasibility Study is finished, each Team communicates the outcome and conclusions of its Project to the Operator and consults with it on possible or expected prospects beyond the Programme. Likewise, a “**Project Report**” (Section 7.2) is to be established and delivered by the Team to the Operator, regardless of the Project outcome.
- §78 The Operator may take promotional measures to foster public recognition on each Project. For commons-based Projects, the Operator may further assist in launching a community-driven innovation momentum on an Online Forge.

7.1 Team Rules

- §79 The Team Rules for each Project shall be agreed upon amongst the Project Stakeholders concerned. Should no agreement be reached in reasonable time, any Project Stakeholder should inform the Operator; in such case, the Operator may, at its discretion, declare the Project as aborted.
- §80 The Team Rules are concluded as a separate, *inter partes* agreement, in any form, for the purpose of collaboratively pursuing the Project (e.g. organisation, mutual rights & obligations, resource pooling, IPR allocation, etc.); the Team Rules are subject to no particular form (e.g. oral agreement) or content but should remain consistent in spirit and practice with the Programme Rules⁶.
- §81 As a facilitator and knowledge broker in the Programme, the Operator may provide templated contractual documents, which the Project Stakeholders are free to use or to adapt to establish their Team Rules. Should the Project Stakeholders decide to deviate from or not to use the templated contractual documents provided by the Operator, they ought to comply, as Participants in the Programme, with the following general rules:
- (a) The Programme Rules remain applicable to the Team Members and shall not be contradicted.
Team Members are still Participants to the Programme, in particular with respect to obligations pertaining to the Project Report, Confidentiality/Openness or Gratitudes.
- (b) Each Team Member must be treated equally, fairly and in good faith as a contributor to the Team.
Examples: differentiated treatments within the Team should only be admissible where based on individual merits; differentiated treatments based on respective efforts towards the Project completion should, where reasonable and appropriate, relate to individual capacities and efforts rather than an overall output comparison; etc.
Financial contributions do not generally justify differentiated treatments.
- (c) Predatory behaviours are impermissible: any Team Member contributing to the Project should come out economically empowered (meritocracy).
Example: should the Results of the Project rely on using and/or developing items of a Team Member's Background IPR, other (contributing) Team Members should be provided, at least, with equal access to, and a fair use of, such Background IPR.

⁶ It is recommended that the Team draw inspiration from the values and principles of the [Community Manifesto for Open Innovation](#).

Example: if the Results of the Project which are subject to Foreground IPR are developed into a commercial product or service, each contributing Team Member should be invited to benefit from the commercial development on a reasonable basis; this can include being offered to work on it against payment or sharings in some proceeds.

7.2 Project Report

- §82 The Project Report shall not contain or be accompanied by unauthorised third-party personal data or Contribution Data previously marked as confidential or secret.
- §83 If the Project Report does not comply with the form or purpose intended and/or is undermined by a lack of legibility and/or consistency, the Operator is entitled to demand that the Project Report be redrafted, redacted or otherwise duly rectified by the Team.
- §84 Should the irregularities or inconsistencies not be duly rectified despite the Operator's demand or should the reporting obligation be grossly violated in any other way (e.g. absence of reporting), the Operator is entitled to use any and all Contribution Data accessible to it as the Project Report, notwithstanding any of its confidentiality commitments.
- §85 To fulfil its reporting obligation, the Team may seek advice and guidance from the Operator.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Background IPR, Foreground IPR

- §86 Each Participant owns or may own Intellectual Property Rights ("**IPR**"; such as copyrights, patents, trademarks) or legally protected secrets ("**Secrets**"; such manufacturing, business or trade secrets) which were developed or reduced to practice before partaking or outside the Programme ("**Background IPR**").
- §87 Each Participant remains the sole owner of all right, title, and interest in and to her or his own Background IPR: participation in the Programme does neither result nor may be construed as resulting in a transfer, assignment or any right to use such Background IPR.
- §88 Proprietary Background IPR referred to in Contribution Data should, as much as practicable, be indicated and marked as such in an identified or clearly identifiable manner (e.g. Patent CH1234567).
- §89 Any and all Intellectual Property Rights on the Results which are conceived, made, reduced to practice or learnt by the Participant as part of the Project during the Feasibility Study ("**Foreground IPR**") are solely governed by the Team Rules agreed upon by the Team Members.
- §90 Secrets shall not be revealed or otherwise disclosed in Contributive Spaces or else they will no longer be legally protected secrets.

8.2 Image rights

- §91 Each Participant grants the Operator a non-exclusive, worldwide, royalty-free right to use its (corporate) name, images and identification signs, for promotional purposes only.
- §92 Any Participant may opt out of such right by notifying the Operator.

9 CREDENTIALISATION (GRATITUDES)

- §93 Any natural person (human partaker) who has distinctively contributed, directly or derivatively, to any work of particular usefulness or relevance to an ideation or project in the Programme deserves, as a contributor, appropriate name recognition for his or her work. If such natural person acts on a behalf of a legal entity, such legal entity may be mentioned next to him or her:

Example: "Credit to: Jeanne TROUVETOU (Société générale d'inventivité GmbH)"

- §94 For the purpose of credentialisation, every contributor's share is generally considered equal.
- §95 Credentialisation is uncorrelated with any IPR transfer or assignment, or any other form of ownership, exclusivity or right of use.

10 AEGIS; STEWARDSHIP & RETRIBUTION

- §96 Prerogatives. Pursuant to §4, the Operator is entitled *ad hoc* to take measures or edict policies to ensure that the Programme is carried out according to its purpose (§13). In the same manner, the Operator is conferred with the prerogatives specifically provided under this Section⁷.
- §97 Good faith & good will. As much as practicable and reasonable, the Operator strives to ensure that misunderstandings, disagreements and other forms of discords in the course of the Programme be resolved with good will, in good faith and in a spirit of fairness towards each other Participant; the Operator expects Participants to behave in the same manner.
- §98 Conducting the Programme. The Operator is entitled, in its sole discretion, to impose restrictions or limitations on Participants in the Programme, as well as to suspend, cancel, interrupt, delay or reset any stage of the Programme, in whole or in part at any time.
- §99 Securing the Platform. Where in a capacity to do so, the Operator is entitled, in its sole discretion, to cancel, modify or suspend the access to or the availability of the Platform should a virus, bug, unauthorized intervention or other causes beyond the Operator's control, corrupt, threaten the administration, security or proper running of the Platform.
- §100 Good order. The Operator is entitled, in its sole discretion, to suspend or exclude any Participant – respectively to suspend or cancel any Participant's account or other status of participation – as well as to reject, suspend, disqualify, cancel or interrupt any Proposition or Project relating to any Participant in case that such Participant ("**Defaulting Participant**"):
- (a) tampers or attempts to tamper with the purpose or operation of the Programme;
 - (b) acts in violation of the Programme Rules; and/or
 - (c) behaves in an unsportsmanlike, unfair manner or otherwise contrary to the good order of the Programme, in particular for other Participants.
- §101 Public statement in severe or recurring cases. In the event that the conduct of the Defaulting Participant appears dishonest, tortious, damageable or otherwise malignant or severe, the Operator may issue a warning and summon the Defaulting Participant for a hearing. Should no remedial measures be taken by the Defaulting Participant as a result of this hearing, or should the Defaulting Participant not appear when summoned, the Operator is entitled to release a public statement about the Participant's failure to comply with the Programme Rules. The Operator may, at its discretion, grant a period of grace or summon the Defaulting Participant again.
- §102 Reservation. The Operator reserves any other claim under the law.
- §103 Liability. The Operator is not liable for any damages or other forms of compensation as a result of any action provided under this Section.

11 MISCELLANEOUS

- §104 Primacy. The Programme Rules supersede all prior written or oral agreements between you and us and cannot be assigned, transferred or sublicensed without our written consent. No usage of trade or other regular practice or method of dealing between you and us can modify, interpret, supplement, or alter the

⁷ Agreements and arrangements between the Participants (*inter partes*), in particular the Team Rules, are not subject *per se* to the Operator's aegis or the Programme Rules.

Programme Rules of Service. Other terms and conditions from you or from any third party that would deviate from or conflict with the Programme Rules do not apply, even where the Operator did not contradict them expressly.

- §105 Independent Parties. The Operator is an independent contractor but not an agent of yours in the performance of the Programme; no portion of the Programme Rules shall be interpreted as facts or evidence of an association, joint venture or partnership. No form of partnership agreement of any kind is established between you, other Participants and/or the Operator on the mere basis of you adhering to the Programme Rules, accessing and using the Platform or partaking in the Programme in general.
- §106 Severability. If any portion of the Programme Rules is held invalid or unenforceable, such invalidity or enforceability does not affect the other provisions or other portions of the Programme Rules, which remain in full force and effect, and the invalid or unenforceable portion is given effect to the greatest extent possible.
- §107 Termination. The cancellation or deactivation of a Participant's Account on the Platform by either the Operator or by the Participant entails immediate termination of such Participant's participation in the Programme, including any use of the Platform. In any event, provisions on Credentialisation, Confidentiality, Intellectual Property Rights and Pledges remain applicable for the whole duration of the Programme.
- §108 Third-Party Website Disclaimer. Any link to third-party websites does not imply endorsement by the Operator of any product, service, information or disclaimer presented therein, nor does the Operator guarantee the accuracy of the information contained on them. If you suffer loss from using such third-party product and service, the Operator is not liable for such loss. In addition, since the Operator has no control over the terms of use or privacy policies of third-party websites, you should read and understand those policies carefully.
- §109 Third Party Claim. The Participant shall indemnify, defend and hold harmless the Operator (including its officers, directors, employees, affiliates, contractors, agents, and representatives) from and against any and all claims, losses, liabilities, damages, costs, and expenses including reasonable attorneys' fees incurred) sought or otherwise claimed by a third party (including any other Participant) that is deemed to arise out of any alleged or effective act or failure to act of such Participant in relation to the Programme.
- §110 Limitation of Liability. The Programme, including the Platform, is made available to you *ex gratia* and on a best-efforts basis; the Operator does not guarantee any form of result or other desirable outcome as you partake in the Programme or access and/or use the Platform.
- (a) *Programme*. The Operator does not assume any liability for any damages or losses arising out of you partaking in the Program, others than in the extraordinary cases of gross negligence or wilful misconduct (art. 100 para. 1 SCO) and arising not from tasks of auxiliary persons (art. 101 para. 2 SCO). In any event, the Operator has no control over and shall have no liability in relation to Participants interrelations, exchanges, interactions and/or to any prejudice arising out of such interrelations, exchanges and interactions.
- (b) *Platform*. The Operator is not liable for any technical, material or immaterial damages or losses resulting from accessing and/or using the Platform (i.e. such as uploading, downloading or exchanging information on or from the Platform). This includes but is not limited to: technical malfunctioning; data leakage, loss or corruption, unauthorized access or pirating of accounts. Regarding the security, confidentiality, and integrity of data, each Participant is responsible for maintaining appropriate technical and organisational measures for the protection of data processed on their own systems and on third-party systems that are in use by the involved Participant.
- §111 Force majeure. The Operator is not liable for any delay or failure to perform as required by the Programme Rules because of any cause or condition beyond the Operator's reasonable control.

- §112 Notifications. You agree that all agreements, notices, disclosures, invoices and other communications that we provide to you electronically or by post are deemed duly notified within 7 days once it is sent by us to any of the contact addresses (e.g. email, postal address) that you provided to us in the last instance (e.g. while registering your Account). If the contact addresses provided to us is false, inaccurate or obsolete, you are solely responsible for rectifying it.
- §113 Governing law. The Programme Rules and any dispute or claim arising out of or in connection with the Programme Rules, shall be governed by, construed and interpreted in accordance with the laws of Switzerland, excluding conflict of law provisions.
- §114 Dispute resolution. Any dispute, controversy, or claim arising out of, or in relation to, the Programme Rules or any other rule governing the Programme shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Bern, Switzerland. The arbitral proceedings shall be conducted in English unless the Parties agree otherwise.

Acknowledgements for contributing to elaborating these Terms of Service as a template (<https://link.idealex.org/kalix>): Quentin L. ADLER (Etude Innolegal.ch); Daniel KRAUS (University of Neuchâtel); Joëlle TOSETTI, Fabian KÄSER (ARCM); Leo EXTER (Hack Belgium); Stève MÉRILLAT (Composites United Switzerland).