



Innovation Booster

TERMS OF SERVICE

INNOVATION BOOSTER ROBOTICS

Publication: 08/02/2023 (v1.0) | latest applicable version at: <https://ntnrobotics.com/en/legal/>

Your contractual partner:

Ecole polytechnique fédérale de Lausanne (EPFL)
LASA Laboratory (Learning Algorithms and Systems Laboratory)
Bâtiment CE 3.316, Station 1, CH-1015 Lausanne, Switzerland

Representing

Innovation Booster Robotics

EPFL – STI – IMT – LASA
ME A3 495, Station 9, CH-1015 Lausanne
+41 21 693 82 88 | ntnrobotics.com | contact@ntnrobotics.com

Table of Contents

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

8 INTELLECTUAL PROPERTY RIGHTS.....	15
8.1 Background IPR, Foreground IPR	15
8.2 Image rights	15
9 CREDENTIALISATION (GRATITUDES).....	15
10 AEGIS; STEWARDSHIP & RETRIBUTION	16
11 MISCELLANEOUS.....	16

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. §93
Implementation Partner(s)	A subtype of Project Stakeholders that intend to create socio-economic added value or impact from the Project and its Results; usu. startups, SMEs, large companies, non-profit organisation of public service or public utility, etc.	e.g.
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. Sometimes 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 by the Operation as Projects to be pursued in 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. §83
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 . Frequently also referred to as "free and open-source licence". <i>Notable examples:</i> - <i>(for software) Massachusetts Institute of Technology License (MIT License); General Public License (GPL); European Union Public License (EUPL);</i>	e.g. §37

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

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

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

	<ul style="list-style-type: none"> - (for hardware & hardware designs) CERN Open Hardware Licence (CERN-OH L), Solderpad Hardware Licence (SHL); - (for content, e.g. texts, images, videos) Creative Commons BY Share-Alike (CC BY SA); - (for registered patent or design) Educational Community License (ECL); - (for database) Open Data Commons Open Database License (ODbl) 	
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> <ul style="list-style-type: none"> - (for software development; also database, etc.) SourceForge.net; Github.com; - (for electronics design, hardware development) OHWR.org; - (for encyclopaedia content) Wikipedia.org; - (EU repository for software + interoperable assets/models of all kind) Joinup.eu The Operator may accommodate for a looser definition if circumstances warrant.	e.g. §82
Operator	Innovation Booster Robotics	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 information about the Programme. The public or openly accessible side of 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 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. Sometimes as referred to as “Declaration of beneficiaries for ideas funded”.	§81, Section 7.2
Project Stakeholder(s)	Participants whose Proposition is selected and validated as a Project; usu. the applicant(s) and, if any, backer(s) of such Proposition, including at least an Implementation Partner. Project Stakeholders may or may not (already) be Team Members.	Section 6.4
Proposition	(Phase I of any IPL session) 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.	Error! Reference source not found.
Research Partner(s)	A subtype of Project Stakeholders that intend to bring valuable research findings, skills and/or competencies to the Project; usu. non-commercial research centres, public research institutions or institutes, specialised NGOs, inventive hobbyists, etc.	
Results	(Phase II, Feasibility Study) 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	(Phase II of any IPL session, Feasibility Study) The monetary grant provided by the Operator to the Team in support of the Project according to the Programme Rules. 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	(Phase II of any IPL session, Feasibility Study) 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	>>> Team Rules

	each individual Programme's Participant forming such Team (i.e. each individual Team Member).	
Team Rules	<p>(Phase II of any IPL session, Feasibility Study) 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.</p> <p>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.</p>	Section 7.1
Thematic Domain	<p>Solutions in the field of robotics in the key areas: 1) Mobile robots and manipulators: this includes drones, autonomous vehicles, manipulators 2) Medical/Biomedical Robots: with a focus on rehabilitation and surgical robotics, including wearable devices and neurotechnologies.</p> <p>Project may cover any of the following: Development and/or application of novel approaches for control and/or perception of robots or novel robot design and hardware for new or existing industrial products and services, evaluation of robotic use-case, and/or of deployment of novel robotic products in existing or novel area of the industrial and public sector; evaluation of use and deployment of robots in existing industrial or societal sectors</p>	

2 SCOPE

2.1 Between you and us

- §2 Context. The Innovation Booster Robotics is an open innovation programme (“**Programme**”) in the field of robotics (“**Thematic Domain**”), supported by Innosuisse within the Innovation Boosters.
- §3 Parties. “**You**”, “**yours**” or “**your**” hereafter refers to any “**Participant**” in the Programme (§23); you are contracting with Innovation Booster Robotics (“**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 contracts) 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 through the “**Platform**” (Section 2.4); events and meetings may also take place in physical venues or other digital spaces.
- §10 Participation. Unless explicitly specified otherwise, participating in the Programme is contingent to duly reviewing these Terms of Service on the Platform and accepting them via an e-mail to contact@ntnrobotics.com; you furthermore need to meet our Programme’s eligibility criteria (Section 4).

- §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 8 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, any Implementation Partner amongst the Project Stakeholders is bound to make a financial participation (Section 6.5.1); any Research Partner may follow suit on a mere voluntary basis.
 - (b) Should you voluntarily subscribe to additional options or services in the Programme, you may have, where indicated, to pay for or give counterparts to such options or services (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 Robotics 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 Robotics 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 as a whole to the “**Programme Rules**” 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
 - (d) the Code of Conduct
 - (e) any specific policy issued by the Operator (§100);
 - (f) a drop of common sense and playfulness!
- §16 Consultability. The Programme Rules are available online at any time in their latest version:
- <https://ntnrobotics.com/en/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 §100 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 (if available, refers to account creation on <https://ntnrobotics.com/en/>) and/or revoke any other status of participation and stop partaking in the Programme (§111).
- §19 Additional legalese content. For further formalities, please refer to Section 11.

2.4 About the Platform

- §20 For information and online activities, we may rely on our website (“**Platform**”) accessible at the following entry point:
<https://ntnrobotics.com/en/>

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: PROMOTION, NETWORKING & IDEATION *Partakers meet thanks to networking, match-making, ideation events and online communication. 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 participations (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

- §21 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 as well as the Code of Conduct (if available) .

§22 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 yet solely remains the Participant in the Programme unless specified otherwise.

4.2 Registration

- §23 To partake in the Programme, you must review the Terms of Service on our Platform and accept these Terms of Service via a simple email sent to the Operator to contact@ntnrobotics.com or, if available, via the registration of an account on the Platform.
- §24 Registration of an account on the Platform or 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).
- §25 Should any future registration process be further subject to the terms & conditions of a third-party provider (e.g. third-party app), you are solely and separately responsible for complying therewith.
- §26 Your 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.
- §27 We may, at our discretion, reject or revoke any account registration or other status of participation.
- §28 While filling out forms for registration or any similar process in the Programme, including a registration email, 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.
- §29 You may terminate your status of participation in the Programme at any time for any reason by cancelling or deactivating your account using the Platform or by notifying by email to the Operator for that purpose (§111).
- §30 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 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

- §31 In the Programme, openness is the rule, secrecy is the exception; confidentiality commitments should therefore be itemised and limited to the essential.
- §32 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 easily transferable format.
- §33 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).
- §34 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.

§35 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

§36 IPL sessions take place either in a Contributive Space or in a Privative Space.

§37 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 4.0⁴.

§38 Such libre licensing 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.

§39 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;
- (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.

§40 During an IPL session, spaces are only deemed privative 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 limited to Project Stakeholders is presumed taking place in a Privative Space under the Programme Rules, unless otherwise instructed by the Operator or agreed upon by the Team Members.

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

§41 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 Space⁵.

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

§42 Beyond the general framework of these Terms of Service (e.g. §39), 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.

§43 In any event and at all times, the Operator is entitled to enter and consult Privative Spaces for supervisory, monitoring and/or advisory purposes in the Programme.

5.2 Operator’s confidentiality commitments

§44 The Operator commits to keep confidential any information disclosed by the Participants to which it has an exclusive or privileged access as part of 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.

§45 With respect to such confidential information, the Operator is obliged:

- (a) to treat the confidential information diligently and accordingly;
- (b) not to disclosure the confidential information to any unauthorised third party;
- (c) to use the confidential information for the purpose of the Programme.

§46 That being the case, the Operator’s confidentiality obligations should not hamper its role as a facilitator and knowledge broker during IPL sessions. 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.

§47 For the avoidance of doubt: the Operator is not responsible for enforcing confidentiality commitments between the Participants. However, a breach of confidentiality towards other Participants may be deemed an infringement to the Programme Rules (§104).

5.3 Data Room

§48 The Operator may provide a “**Data Room**” as an online Privative Space to the Teams or, if relevant, to certain other groups of Participants, for them to store, publish and share Contribution Data amongst themselves. Teams are encouraged to propose their own “Data Room”.

§49 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 to register on an Online Forge to have the Data Room being a Contributive Space.

6 IDEAS FUNDING

§50 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).

⁵ 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.

6.1 Content of a Proposition

- §51 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.
- §52 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.
- §53 Each Participant may submit more than one Proposition but each Proposition should only contain one (main) innovation idea.
- §54 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

- §55 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.
- §56 Each Proposition must associate at least a Research Partner (usu. as an applicant) and an Implementation Partner (usu. as a backer).
- §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 together with its related Contribution Data may be transmitted to us and the Jury.
- §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. Until the submission deadline of the ongoing IPL session expires, your Proposition can reasonably be adapted or changed.
- §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, in other Contributive Spaces or for the Jury; it neither entails liability nor consists of any commitment from our part towards you, other Participants or anybody else 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 In addition to the general form and content requirements (Sections 6.1 & 6.2), 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 creative, novel or otherwise original;
 - (c) **Benefit**, i.e. whether socio-economic added value is likely to be created in or for Switzerland;
 - (d) **Team**, i.e. whether team has the necessary experience and/or competency;
 - (e) **Methodological capacity**, i.e. whether the potential Project appears diligently executable in due time.
- §64 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.
- §65 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) any applicant or backer of such Proposition become a “**Project Stakeholder**” to the Project.
- §66 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.
- §67 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 Funding of a Project

- §68 The Project Stakeholders are eligible to be granted a monetary support by the Operator in the form of “**Seed Money**” once they constitute a Team (§78). 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 circumstances warrant.
- §69 Any payment to the Operator (financial participation, reimbursement, etc.) is due within 10 days as of the notification of the invoice (if applicable).

6.5.1 Implementation Partner’s financial participation

- §70 Once a Proposition is selected and validated as a Project, any Implementation Partner associated with that Project is bound to pay its financial participation; such financial participation is binding and definitive: it cannot be withdrawn, reduced or refunded at any stage. If the Implementation Partner is the Proposition’s applicant, it may be exempted at the Operator’s discretion.
- §71 The Jury determines the amount due as financial participation in each selected Project; such amount may not, however, exceed CHF 7,500. If there are several Implementation Partners in the same Project, each of them is individually and separately liable.
- §72 The financial participation by the Implementation Partner should be confirmed in writing directly to the Operator before the seed money is transferred from the Operator to the Beneficiary.

6.5.2 Grant terms & conditions

- §73 The Seed Money (donation subject to conditions subsequent) is granted by the Operator for the sole purpose of supporting the accomplishment of the Project during the Feasibility Study or, if the Operator allows, an earlier preparation of the Project as part of the Programme.
- §74 The Seed Money consists of:
- (a) a fixed amount of up to CHF 25000, decided by the Jury and originating from Innosuisse;
 - (b) a fixed amount of CHF 7,500, multiplied by the number of Implementation Partners in the Project (the number can be 1), originating from each one of them.
- §75 The Seed Money is only meant to cover expenses which are either useful or necessary in accomplishing the Project, up to the amount of the costs actually incurred as per on presentation of the supporting documents (receipts, proofs of payment, invoices, etc.); the Operator may refuse to cover any expense that does not fall within this scope. The Operator may, at its discretion, decide that the Seed Money be only handed over on presentation of receipts or similar supporting documents.
- §76 Each Team shall appoint a natural person as its contact person responsible for the Seed Money's reception and management on its behalf; such person shall be independent of any Implementation Partner. The Operator may require additional guarantees or specific *modi operandi* on a case-by-case basis.
- §77 By the end of the Feasibility Study at the latest, any unused or unduly (cpr e.g. §75) used amount stays by, or must be refunded to the Operator; Project Stakeholders of the same Project are jointly and severally liable for any refund.

7 FEASIBILITY STUDY; PROJECT-MAKING

- §78 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.
- §79 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 contracts).
- §80 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 diversity), 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.
- §81 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. By extension, a "**Project Report**" (Section 7.2) is to be established and delivered by the Team to the Operator, regardless of the Project's outcome.
- §82 The Operator may take promotional measures to foster public recognition of each Project.

7.1 Team Rules

- §83 The Team Rules of 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; the Operator may, at its discretion, declare the Project as aborted.
- §84 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.

§85 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 principles:

(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 and individual partaker 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 participations do not generally justify differentiated treatments.

(c) Predatory behaviours are unbecoming: any Team Member or individual partaker who has contributed 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.

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

§86 The Project Report shall not contain or be accompanied by unauthorised third-party personal data or Contribution Data previously marked as confidential or secret.

§87 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.

§88 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.

§89 To fulfil its reporting obligation, the Team may seek advice and guidance from the Operator.

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

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Background IPR, Foreground IPR

- §90 Each Participant owns or may own Intellectual Property Rights (“**IPR**”; e.g. 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**”).
- §91 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.
- §92 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).
- §93 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.
- §94 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

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

9 CREDENTIALISATION (GRATITUDES)

- §97 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)”

- §98 For the purpose of credentialisation, every contributor’s share is in principle considered equal.
- §99 Credentialisation is uncorrelated with any IPR transfer or assignment, or any other form of ownership, exclusivity or right of use.

10 AEGIS; STEWARDSHIP & RETRIBUTION

- §100 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.
- §101 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.

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.

- §102 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.
- §103 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.
- §104 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.
- §105 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.
- §106 Reservation. The Operator reserves any other claim under the law.
- §107 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

- §108 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 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.
- §109 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.
- §110 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 applied analogously to the greatest extent possible.
- §111 Termination. The cancellation or deactivation of a Participant's Account on the Platform or notification via email 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.

- §112 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.
- §113 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.
- §114 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.
- §115 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.
- §116 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.
- §117 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.
- §118 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), Michael Opieczonek (Innovation Booster Robotics)