

GENERAL TERMS & CONDITIONS OF PARTICIPATION (“GT&CP”) Innovation Booster Fashion & Lifestyle

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1 DEFINITION LIST

§1 To facilitate understanding and ensure clarity, this Section provides explanatory definitions for several key concepts used throughout these General Terms & Conditions of Participation (GT&CP) and, more broadly, the Programme Rules. These key concepts are denoted by words capitalized in cycle case:

- i. **Background Intellectual Property Rights (Background IPR):** refer to any Intellectual Property Rights and Secrets that are owned or controlled by a Participant or any affiliates prior to, or outside of, their involvement in the Programme.

Note: Background IPR are, in particular, not created or developed during the execution of the Project under the Programme but are pre-existing assets that Participants bring with them.

- ii. **Challenge Stage:** refers to the initial phase of an Innovation Booster Process during which Participants and other attendees from various backgrounds collaborate to identify and analyse problems within the Thematic Domain, generate radical solutions, and develop Proposals.

Note: The Challenge Stage culminates in the selection of the most promising Proposals to advance to the Idea Stage.

- iii. **Contributive Zones:** denote any digital or physical space or temporal segment within the Programme that is publicly accessible or indiscriminately available to all Participants, where Information Data is openly shared and made available to all under open-access or libre licensing terms.

- iv. **Foreground Intellectual Property Rights (Foreground IPR):** refer to all new Intellectual Property Rights that are created, developed, learned or otherwise brought into practice by Project Stakeholders (Innovation Teams) during the course of their Project under the Programme.

Typically: Foreground IPR rights arise directly from research, development, or other activities undertaken specifically within the framework of a Project, distinguishing them from any pre-existing Background IPR owned by the Participants prior to their involvement in the Programme.

- v. **General Terms and Conditions of Participation (GT&CP):** refer to the comprehensive legal and operational framework that governs the participation in the Programme. These general terms and conditions outline the rights, obligations, and procedures for all Participants and the Operator, as well as, to a lesser extent, other attendees of the Programme.

Note: GT&CP ensure that all activities and interactions within the Programme are conducted transparently and consistently, providing a structured approach to managing the various aspects of the Programme.

- vi. **Innovation Booster Process (IB Process):** is a structured sequence of activities under the Programme, designed to foster innovation and collaboration. It consists of two stages – the Challenge Stage, then the Idea Stage – through which radical innovative ideas are meant to emerge, then to develop and be tested.

- vii. **Intellectual Property Rights (IPR):** encompass all intangible assets that are considered Secrets or are legally protected under Swiss and international law, including but not limited to trademarks, copyrights and related rights, patents for inventions, semiconductor topographies, designs, and plant varieties.

viii. **Idea Stage:** refers to the second and final stage in the Innovation Booster Process that follows the Challenge Stage, wherein Project Stakeholders form Innovation Teams and can receive Funding to develop and pursue their Projects.

Note: During the Idea Stage, Innovation teams work collaboratively to refine their Proposals, conduct in-depth testing, and assess the desirability, viability, and feasibility of their ideas with the aim of determining the next steps for implementation, pivoting, or discontinuation based on collected evidence.

ix. **Implementation Partners:** refer to a subtype of Project Stakeholders that primarily intend to create socio-economic added value or impact from the Project and its results.

Typically: startups, SMEs, large companies, non-profit organisations of public service or public utility, etc.

x. **Information Data:** encompasses all forms of intellectual outputs released or shared by or among Participants within the Programme, including but not limited to textual data, multimedia files, software code, and other informational content, as part of the IB Process or other participative occasions.

Note: Information Data, integral to fostering open innovation and knowledge exchange among Participants, is managed in accordance with the Programme's openness and confidentiality policies.

xi. **Innovation Booster (IB):** refers to the national thematic initiative and network powered by Innosuisse, designed to stimulate radical innovation in Switzerland by promoting an open innovation culture and user-centric methodologies. This Programme specifically activates the Innovation Booster Fashion & Lifestyle within the Thematic Domain, under the Operator's conduct.

xii. **Innovation Teams (Teams):** refer to the groups of Project Stakeholders who, upon commencement of the Idea Stage, constitute a formal team by establishing and agreeing upon Team Rules to collaboratively pursue their designated Project within the Programme.

xiii. **Jury:** refers to the panel of external independent experts in charge of selecting the Proposals submitted by Participants at the conclusion of the Challenge Phase.

xiv. **Libre licensing:** refers to the use of open-source licenses that give all users the freedom to use, modify, share, and distribute an intellectual work without restriction, provided certain conditions are met. Open-source licenses are certified by the Open Source Initiative or meet the criteria of its Open Source Definition, of the Open Source Hardware Definition 1.0 or of the Free Software Foundation.

Notable examples: the MIT License, GPL, EUPL (for software); CERN-OHL, SHL (for hardware and designs); Creative Commons BY-SA (for content); Educational Community License (for registered patents or designs); and the Open Data Commons Open Database License (ODbl) (for databases).

xv. **Operator (we, us, our):** refers to the legal entity in charge of organising and administering the Programme, including but not limited to, facilitating collaboration among Participants, providing administrative support, allocating and monitoring funding, and ensuring compliance with the Programme Rules. This Programme's Operator is Dagorà SA.

Note: The Operator acts as the central coordinating body, enabling effective communication, support, and guidance throughout the Innovation Booster Process to ensure the Programme's successful execution and alignment with its objectives.

xvi. **Participants:** are natural or legal persons who have been admitted to the Programme by registering and obtaining a status of participation.

Note: Participants actively engage in the Innovation Booster Process, contributing ideas, knowledge, and resources, and can benefit from the Programme's resources and activities, potentially receiving support and funding to pursue Projects and collaborate with other Project Stakeholders.

- xvii. **Personal Data:** means any information relating to an identified or identifiable natural person, as regulated under the Privacy Policy.
- xviii. **Platform:** refers to the online environment provided and maintained by the Operator at <https://ibfashionandlifestyle.ch>, serving as the primary and official interface for all Participants to access Programme activities and resources.
- xix. **Privative Zones:** designate specific digital or physical spaces, communication mediums, or defined temporal segments restricted to a select group of Participants where shared Information Data is subject to confidentiality obligations.
- xx. **Programme:** refers to the organised set of activities, events, and procedures designed to promote and support open innovation within the specified Thematic Domain, specifically through the implementation of the Innovation Booster Processes.

Note: The Programme is generally outlined in these General Terms & Conditions of Participation and conceived in accordance with the Innosuisse's Innovation Booster guidelines.

- xxi. **Programme Rules:** comprise the comprehensive set of guidelines, terms, conditions, policies, and procedures established by the Operator to govern participation in the Programme, including these General Terms & Conditions of Participation and further legal documents as outlined in **Error! No bookmark name given..**
- xxii. **Project:** refers to a Proposal that has been admitted for the Idea Stage of an Innovation Booster Process, following its elaboration and submission by a group of Participants during the Challenge Stage. The pursuit of a Project involves developing and testing the underlying Proposal (idea, theory, concept, etc.) to assess its desirability, viability, and feasibility, gathering sufficient evidence to decide whether it should be implemented, pivoted, or discontinued.
- xxiii. **Project Funding (Funding):** refers to the financial support allocated by the Operator to an Innovation Team to cover expenditures directly related to their Project's pursuit during the Idea Stage of an Innovation Booster Process.

Note: Any Funding comprises the Operator's Subsidy and any Complementary Funds provided by third-party contributors, collectively aimed at facilitating the development, testing, and potential implementation of the Project.

- xxiv. **Project Stakeholders:** refer to the subset of Participants whose Proposals have been admitted as a Project in the Challenge Stage and who are then actively involved in the Idea Stage to pursue their Project as an Innovation Team.

Note: Project Stakeholders are Participants who have constituted or are constituting an Innovation Team.

- xxv. **Proposal:** refers to an initial idea, concept, or plan submitted in due form by Participants during the Challenge Stage of an Innovation Booster Process, serving as the basis for a potential Project.
- xxvi. **Research Partners:** refer to a subtype of Project Stakeholders that primarily intend to bring valuable research findings, skills and/or competencies into the Project.

Typically: non-commercial research centres, public research institutes, specialised NGOs, inventive hobbyists...

- xxvii. **Secrets:** refer to any information or set of information in a Participant's rightful possession that is legally classified as a secret under Swiss criminal law.

Example: manufacturing, business or trade secrets under [Article 162 of the Swiss Criminal Code of 21 December 1937](#) or [Article 6 of the Federal Act on Unfair Competition of 19 December 2022](#)

xxviii. **Specific Terms & Conditions of Participation (ST&CP):** refer to the set of tailored legal and operational provisions established by the Operator to govern (the Funding of) a particular Project within the Programme.

Typically: ST&CP are delivered for the Team's approval once their Proposal is admitted as a Project.

xxix. **Team Rules:** refers to the mutually agreed-upon contractual framework established by Project Stakeholders at the commencement of the Idea Stage in an Innovation Booster Process.

Note: Team Rules outline in particular the governance structure of the team, define the roles and responsibilities of each member, set forth protocols for communication and decision-making, and manage the allocation and use of resources and intellectual property rights among team members as they work towards pursuing their Project.

xxx. **Thematic Domain:** Fashion and Lifestyle. By way of example, the Thematic Domain may cover any of the following topics: apparel, e-commerce, technology, industry processes, marketing, luxury, cosmetics... etc.

xxxi. **Third-Party Contributors:** refer to the entities or individuals who must provide additional financial supports to Projects within the Programme in the form of Third-Party Contributions. Listed Programme Sponsors listed on Programme's Platform are deemed the Third-Party Contributors in this Programme.

xxxii. **Third-Party Contributions:** are mandatory additional financial supports to Projects provided by Third-Party Contributors within the Programme. They must be directly transferred to the Operator and are integral to the overall Funding of Projects.

Note: Third-Party Contributions ensure compliance with the Innosuisse requirement that at least 10% of the total incurred and eligible costs over the Programme's funding period are covered by third-party contributions.

2 SCOPE

2.1. About this Programme

§2 Context. The Innovation Booster Fashion & Lifestyle forms part of a suite of thematic Innovation Boosters (“**IB**”) powered by Innosuisse, the Swiss Innovation Agency. Each IB is tasked with catalyzing radical innovation across Switzerland by promoting an open innovation culture, employing agile learning cycles, and focusing user-centricity within the innovation processes.

§3 Thematic Domain. This Innovation Booster focuses on the following field of activity (“**Thematic Domain**”): Fashion and Lifestyle.

§4 Purpose and Objectives. The Innovation Booster Fashion & Lifestyle functions as a national support programme designed to stimulate, facilitate, and fund open innovation practices, methodologies, and projects within the designated Thematic Domain (“**Programme**”). It provides an open innovation framework intended to enhance inventiveness, creativity, entrepreneurship, and collective intelligence, facilitating the emergence, development, and experimentation of new, radical ideas within a community or team comprising individuals from diverse backgrounds. The Programme particularly aims to achieve the following objectives:

- (a) Federate professionals, academics, and enthusiasts within the Thematic Domain, fostering conditions that enable or facilitate mutual trust, the exchange of original knowledge, and fair and open collaboration;
- (b) Generate novel solutions to problems in the Thematic Domain, aiming to boost radical innovation in Switzerland with shared costs and mitigated risks;
- (c) Allocate funds to transform promising innovation ideas into projects, testing their desirability, viability, or feasibility;
- (d) Explore and demonstrate a wide range of open innovation models and methods, providing new options to sustain, diversify, and expand activities;
- (e) Nurture trust and mutual understanding among stakeholders within the Thematic Domain, thereby creating more opportunities to strengthen local, interregional, and national socio-economic networks.

As a larger purpose, even beyond the Programme, we aim to contribute to the stimulation of a vibrant, forward-thinking, and ecosystemic approach to business, entrepreneurship, and innovation with all good-willed members of the Thematic Domain in Switzerland; a vision notably embodied in the Community Manifesto for Open Innovation.

§5 Content. For a concise overview of Programme operations, refer to page **Error! No bookmark name given.** Detailed descriptions are available via the provided link: <https://ibfashionandlifestyle.ch>

§6 Duration. The Programme runs from 01.01.2025 to 31.12.2027, encompassing multiple sessions of the “**IB Process**,” each consisting of a Challenge Stage followed by an Idea Stage reserved for selected Project Stakeholders and Innovation Teams.

§7 Locations. Activities are facilitated through the “**Platform**” accessible at https://home.jointcreate.com/en_us/organizations/313/?organizationId=313 and through the Programme website: <https://ibfashionandlifestyle.ch> and are supplemented by events and meetings at various physical or digital venues.

2.2. Between you and us

§8 Your Status. “**You**,” “**your**,” or “**yours**” refers to any natural person or legal entity formally admitted to the Programme as a “**Participant**” as defined in Section **Error! No bookmark name given.** or who has other

agreed to these General Terms and Conditions of Participation (“**GT&CP**”) to engage in the IB Process in any other capacity.

§9 Your Commitment. Participation in the Programme is contingent upon full compliance with the Programme Rules. While most commitments are non-financial, the following exceptions apply in particular:

- (a) **Third-Party Contributions**: If you are identified as a Complementary Funder under **Error! No bookmark name given.**, you are required to provide financial contributions towards the IB, as detailed in Section **Error! No bookmark name given.**
- (b) **Optional Services**: Should one elect to engage in additional services or options available within the Programme, fees may be incurred as outlined in **Error! No bookmark name given.**

§10 Our Status. The entity responsible for administering the Programme – referred to under the Programme Rules as the “**Operator**” or the “**Leading House**” as well as as “**we**” “**us**” or “**our**” – is Dagorà SA, located at Via Pietro Peri 21b – 6900 Lugano (Switzerland).

§11 Our Commitment. We undertake to administering the Programme diligently and in accordance with the following roles, on a best-effort basis:

- (a) **Ecosystem Activator**: We aim to cultivate a thriving ecosystem within the Thematic Domain by uniting a diverse community of stakeholders. Our efforts focus on facilitating knowledge exchange, fostering collaborative ventures, enhancing serendipitous encounters, and promoting overall sectoral prosperity.
- (b) **Coordinator**: We are responsible for managing the essential administrative and operational aspects necessary for the smooth functioning of the Programme. This includes handling registrations, organizing events, and overseeing the allocation and monitoring of project funding.
- (c) **Facilitator**: We strive to create an environment conducive to mutual trust and open collaboration, making it as seamless and enjoyable as possible for all participants to engage, collaborate, and contribute. Should you have any inquiries or require assistance. For any queries or feedback, please reach out to us!
- (d) **Knowledge Broker**: We strive to ensure that Participants have access to the information and practical knowledge needed to fully benefit from the Programme. We facilitate fruitful exchanges among Participants and with external experts and other inspiring and relevant third parties.
- (e) **Gatekeeper**: We uphold the integrity of the Programme by ensuring that all Participants and any others engaged in the Programme adhere to the Programme Rules and conduct themselves in a manner that aligns with the Programme’s ethos and social dynamics.

§12 Agencies. To fulfil our roles and responsibilities, you grant us the authority to engage subcontractors, agents, or other third parties entrusted with specific tasks (e.g. Jury). These third parties are bound by obligations that are no less stringent than those we owe to you. In some cases, agents acting on our behalf may also function as affiliated third-party service providers.

§13 Affiliated third-party service providers. We may affiliate with third-party service providers to offer you additional options or services potentially beneficial to you within the Programme, such as coaching or specialized advisory services. Engaging in these services is entirely optional. Should you opt to use any of these additional options or services, the contractual relationship is exclusively between you and the respective third-party service provider; we are neither a party to nor responsible for any aspect of that contract.

Note: The Programme settings may facilitate connections, either directly or through the Platform, with advisors or coaches who are experts in fields such as law, technology, methodology, lab testing, governance, and financial

management, whom we believe can provide valuable assistance. Should you have any suggestions or concerns regarding these third-party services, please do not hesitate to contact us.

- §14 Communications with us. All formal communications, inquiries, or notifications directed to us should be made using the contact details provided at the top of these GT&CP, or through specific communication features available on the Platform.
- §15 Notifications to you. You agree that all agreements, notices, disclosures, invoices, and other communications we provide to you electronically or by post are deemed duly notified within 7 days of being sent to the most recent contact address you provided pursuant to **Error! No bookmark name given..** If the contact address you provided is false, inaccurate, or obsolete, you are solely responsible for rectifying it: the validity of our notifications remains unaffected.

2.3. About the Programme Rules

- §16 Integral contract. When you adhere to these GT&CP, you agree to the “**Programme Rules**” as an integral contract, which is composed of the following components:
- (a) these General Terms & Conditions of Participation (“**GT&CP**”);
 - (b) the Specific Terms & Conditions of Project (“**ST&CP**”), if your Proposal is admitted as a Project;
 - (c) the Privacy Policy;
 - (d) the Community Manifesto for Open Innovation (“**CMOI**”), if implemented;
 - (e) the Code of Conduct (“**CoC**”), if implemented;
 - (f) any further general or *ad hoc* policy issued by the Operator;
 - (g) a touch of common sense and playfulness!
- §17 Consultability. The Programme Rules are available online at any time in their latest version at <https://ibfashionandlifestyle.ch/contact/>
- §18 Ethos. The Community Manifesto for Open Innovation and the Code of Conduct serve as guiding principles for assessing any situation or interpreting any provision or policy set out in the Programme Rules.
- §19 Modifications. The Operator reserves the right, at any time, to alter, revise or otherwise modify the Programme Rules in part or full – including, for example, the issuance of general or specific policies under **Error! No bookmark name given.** – by publishing such modifications on the Platform or notifying you by email. Unless specified otherwise, any modification takes effect immediately upon being published or notified. By continuing to access and use the Platform or partake in the Programme, you are deemed to have accepted such modifications. If you do not accept the modifications, you must immediately cease participating in Programme activities and revoke your status of participation, either by deleting your account from the Platform or by sending us an email directly.
- §20 Additional legalese content. For further formalities, please refer to Section **Error! No bookmark name given..**

2.4. INNOSUISSE’S INNOVATION BOOSTER PROCESS (Reminder)

*The Programme is segmented into several sessions, each designated as an “**Innovation Booster Process**” or “**IB Process**”. Each IB Process follows a structured two-phase incubation approach.*

*In **Phase I**, known as the “**Challenge Stage**”, individuals from research, business, politics, and society collaborate to conduct an in-depth analysis of issues within the specific Thematic Domain. Using agile and user-centric methods, they aim to generate radical solution ideas. The most promising ideas are selected for potential project funding in the subsequent phase. Eligibility for Phase II requires each team to include at least one Research Partner and one Implementation Partner.*

***Phase II**, referred to as the “**Idea Stage**,” involves the formation of Innovation Teams among awarded participants to test the desirability, viability, and feasibility of their ideas. This phase adopts an iterative and user-centric approach, where Project Stakeholders work together to obtain rapid feedback, learn from both successes and failures, and determine the next steps for the project.*

Upon completion of the IB Process, the innovation trajectory of the project may continue outside the Programme. This can occur with support from other Innosuisse instruments, through partnerships with other Participants or third-party partners, independently, driven by the community, or potentially not at all.

3 ELIGIBILITY

3.1. Criteria

- §21 To become or remain a Participant in the Programme, you must represent and warrant that:
- (a) you – either as a natural person or as a legal entity, institution or another form of collective organisation – have full legal capacity and sufficient authorisation to enter into an agreement with us and, where applicable, with other Participants;
 - (b) *as a natural person*, you are at least 18 years old or authorised by your legal representative to form a binding contract under applicable laws and, furthermore, you are a Swiss citizen or have a valid permit to work or to reside 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 to add socio-economic value in or for Switzerland.
 - (c) *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 either the above incorporation or location criteria, you must instead be able to demonstrate that your participation in the Programme aims to create socio-economic value in or for Switzerland AND will be partnering as part of the same Innovation Team with an Implementation Partner duly that is registered in Switzerland.
 - (d) you have not been previously suspended, restricted or removed from accessing or using the Platform or participating in the Programme;
 - (e) your use of the Platform or your participation in the Programme does not and will not violate any applicable laws and regulations, 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.
- §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 a project manager in representation

of the legal entity in the Programme. For the avoidance of doubt, the legal entity, not the representative, is considered the Participant under the Programme Rules, unless specified otherwise therein.

3.2. Registration & Status of Participation

- §23 Participant Registration. To become a Participant in the Programme, you must first register and obtain a status of participation. This is done by either creating and completing an account on the Platform or by submitting a designated registration form to the Operator via email or post.
- §24 Status of Participation. Gaining a status of participation requires:
- (a) meeting the eligibility criteria as specified in **Error! No bookmark name given.**;
 - (b) accepting these GT&CP, thereby adhering to the Programme Rules in their entirety (**Error! No bookmark name given.**); and
 - (c) Receiving confirmation from the Operator.

Failure to meet or maintain these requirements will result in the loss of your status of participation within the Programme.

- §25 Accuracy of Information. During registration and any subsequent Programme-related processes, including when reviewing your Specific Terms & Conditions of Project (ST&CP), you must provide information that is true, accurate, current, and complete (e.g., name, email address). You are responsible for maintaining the accuracy and completeness of this information throughout your participation in the Programme.
- §26 Termination of Participation. You may terminate your status of participation at any time for any reason by either cancelling or deactivating your account on the Platform or by sending an email to the Operator as specified in **Error! No bookmark name given.**
- §27 Operator's Discretion on Registration. The Operator reserves the right to reject or revoke any account registration or status of participation at its discretion.
- §28 Exceptions for Contractual Roles. Individuals and legal entities, including affiliated third parties such as Jury members or contractors, required to go through any Programme registration process solely to perform specific tasks or mandates for the Operator (e.g., IT support, proposal evaluations) are classified distinctively from Participants. Unless stipulated otherwise, these individuals or entities are not subject to the Programme's general eligibility criteria, do not acquire a status of participation within the meaning of these GT&CP and are subject to the Programme Rules only in a suppletive manner and to the extent relevant to fulfil their contractual obligations.

4 PROPOSAL SUBMISSION & PROJECT ADMISSION (Challenge Stage)

- §29 At the end of the Challenge Stage, any Participant may submit an innovation idea in the form of a "**Proposal**" to seek support for the underlying project that Participant plans to pursue or continue, aligned with the Thematic Domain and in compliance with the Programme Rules.
- §30 If the Proposal is admitted as a "**Project**" under the present Section, the Participants who submitted or backed this Proposal are deemed "**Project Stakeholders**" and may be granted "**Funding**" under Section **Error! No bookmark name given.**
- §31 For a Proposal to be admitted as a Project under the present Section, it must be correctly submitted with all related Information Data, selected by the Jury, and validated by the Operator.

- §32 When you submit or back a Proposal, you warrant and assume sole responsibility that such Proposal and all related Information 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; and
 - (b) the Programme Rules.

4.1. Form of a Proposal

- §33 **Official Form.** Only proposals submitted via this official form will be considered for review. All proposals must be submitted through the designated official form, which can be accessed in the 'Challenges/Calls' section at:

https://home.jointcreate.com/en_us/organizations/313/?organizationId=313.

- §34 **Simplified procedures.** The Operator may establish simplified forms or procedures, particularly if the Proposal concerns the continuation or adaptation of an existing Project.
- §35 **Team Composition.** Each Proposal must include at least one Participant acting as “**Research Partner**” (usu. the applicant) and one Participant acting as “**Implementation Partner**” (usu. a backer), unless the Operator has granted an exception that circumstances warrant.
- §36 **Project Management.** In the Proposal, two individuals, independent of any Implementation Partner, must be appointed with their contact details: one as the “**Project Manager**”, one as his or her substitute in case of absence. These individuals act as representatives and contact persons for the proposed or constituted Team vis-à-vis the Operator.
- §37 **Factual Accuracy.** The Proposal, as well as all related Information Data, must not be misleading or distort facts.

Example: The current state of the art or technology on one hand, and the proposed state of the art or technology on the other hand, must be clearly distinguishable from each other; the Proposal and related Contributions must not claim characteristics or specifications that do not yet exist or function.

4.2. Content of the Proposal

- §38 **Single Focus.** Each Participant may submit more than one Proposal, but each Proposal must primarily focus on a single Project, i.e. contain one main innovation idea.
- §39 **Innovation Criteria.** The Proposal must incorporate an innovation idea that demonstrates potential to address and solve a specific problem in a novel way (radical innovation). The solution’s desirability (customer needs), feasibility (resources and capacities required), and viability (a self-sustaining model) shall be considered from the outset.
- §40 **Relevance to Thematic Domain.** The Proposal may cover any and all activities of relevance to the Thematic Domain, including peripheral or social aspects thereof. The Proposal must yet remain consistent with the provisions, purposes and principles of the Programme Rules.
- §41 **IPR Dependencies.** If the pursuit of the Project as outlined in the Proposal depends on the use of privatised Background IPR, especially for any Project Stakeholder involved in achieving or exploiting the Project’s results and Foreground IPR, the Proposal must indicate these IPR in terms of their existence, scope, and relevance to the Project. Disclosure of confidential information is, however, neither required nor desired for this purpose.

4.3. Examination of a Proposal

- §42 Timing of Examination. Proposals are only evaluated at the conclusion of the Challenge Stage within the ongoing IB Process. Proposals may be adapted, modified, supplemented, or withdrawn up until the deadline.
- §43 Cooperation Incumbency. Upon submission of a Proposal, you are obliged to cooperate in a reasonable and timely manner to enable a swift and thorough examination of your Proposal and any related Information Data. We may request specific modifications (e.g. exclusion of one of the applicants or backers), clarifications (e.g. submission of a more detailed budget), or other preparatory or complementary actions (e.g. completion of preliminary training on a specific topic).
- §44 Disclaimer. The examination of a Proposal and the review of all related Information Data by the Operator or the Jury within the Programme framework provide no guarantee whatsoever regarding the Project, including but not limited to its quality, viability, or compliance with applicable standards, laws, or third-party rights. Our review is cursory, aimed solely at facilitating the Programme's operation and ensuring informational legibility and consistency across the Platform and other Contributive or Privative Zones. This review does not constitute a liability or commitment on our part towards you, other Participants, or any third party.
- §45 Operator's Prerogatives. We reserve the right, at our discretion, to discard, remove, or refuse any Proposal or related Information Data, including content on the Platform.

4.4. Admission as a Project

- §46 Admission. A Proposal is admitted as a Project once it is selected by the Jury and validated by the Operator.
- §47 Admissibility. Should a Proposal fail to meet the general form and content requirements set out in this Section **Error! No bookmark name given.**, or should these requirements cease to be met at any point, the Operator may declare the Proposal or, respectively, the Project inadmissible, revoked or invalidated. The Operator retains discretion over which Participants may propose or constitute a Team, and the conditions under which they may do so.
- §48 Selection. The Jury selects admissible Proposals based on the following criteria:
- (a) **Thematic focus**: How well does the idea fit into the Thematic Domain?
 - (b) **Impact**:
 - i. For profit-oriented ideas: Does the idea have the potential to create sustainable added value for the Implementation Partner(s)?
 - ii. For social development ideas: Does the idea have the potential to reduce social costs and create socio-economic added value?
 - (c) **Level of innovation**: To what extent does the idea present a potential pathway to a radically novel technological, economic, and/or social innovation?
 - (d) **Methodological quality**: Will the funds be used to test the idea efficiently and with methodological rigour? Does the innovation team plan to verify all necessary aspects to reach a solid innovation implementation plan (viability, desirability, feasibility)?
 - (e) **Program-Specific Criteria**: <https://jointcreate-api.jointcreate.com/api/files/documents/8190>

§49 Variables in Selection. The Operator determines the maximum number of Proposals that may be awarded per selection process, and reserves the right to adjust or expand the selection criteria as needed.

§50 Validation and Kick-off Notice. Upon the conclusion of the Challenge Stage, the Operator publishes the selection outcomes on the Platform or on a similar Contributive Space, accessible to all Participants. Each applicant or backer of an awarded Proposal becomes a Project Stakeholder. The Operator notifies all Project Stakeholders of their custom-tailored Specific Terms & Conditions of Project (“**ST&CP**”), thereby validating their respective Project and officially marking the commencement of the Idea Stage in the current Innovation Booster Process (“**Kick-off Notice**”).

§51 Other Participants. Participants that are not Project Stakeholders may

- (a) partake in any open, public workshops and/or events during Phase II, if any;
- (b) participate in Phase I of any subsequent Innovation Booster Process; and/or;
- (c) request to join one of the Projects from the Operator, with no guarantee of acceptance or outcome.

Note: Even after a Proposal is admitted as a Project, the Operator may suggest that Project Stakeholders consider accepting additional Participants into their Project, subject to their unanimous decision.

§52 Joint and Several Liability. All Project Stakeholders of a proposed or constituted Team are jointly and severally liable for any debts or obligations to the Operator stemming from their participation in the Programme. This includes any third-party financial contributions, reimbursements for unused or improperly used funds, and compliance with reporting requirements. All such debts or obligations must be paid within ten days following the issuance of an invoice or the occurrence of a triggering event, whichever comes first.

5 PROJECT FUNDING

§53 Eligibility for Funding. Only after Project Stakeholders have accepted the Specific Terms & Conditions of Project and confirmed their agreement upon their Team Rules, as outlined in **Error! No bookmark name given.**, are they eligible to receive financial support in the form of "**Funding**".

§54 Project Funding Composition. No Project can or shall exclusively be funded by the Operator. Thus, each Project Funding generally consists of:

- (a) a fixed amount of up to CHF 25 000.- (“**Subsidy**”), decided by the Jury, allocated by the Operator and originating from Innosuisse, in the form of cash contributions and vouchers;
- (b) a fixed or variable amount (“**Third-Party Contributions**”), allocated by the Operator and originating from one or several “**Third-Party Contributors**”.

§55 Fund Management. The Project Manager, appointed by the Project Stakeholders in their Proposal (**Error! No bookmark name given.**), is responsible for receiving and managing the Funding on their behalf. The Operator may impose additional guarantees or specific operational requirements on a case-by-case basis.

5.1. Grant Conditions

§56 Joint and Several Creditorship. All Funding is granted and allocated to the Innovation Team as a whole, with each of the Project Stakeholders being treated as joint and several creditors.

§57 Clawback Conditions. Any allocation and disbursement of Funding, whether full or partial, is deemed a donation with conditions subsequent. The Innovation Team is bound to refund the Operator for any

unused or improperly used funds by no later than the end of the Project or of the Idea Stage, whichever occurs first.

§58 Proper Usage of Funds: Funds are granted to ensure dedicated support for the development and execution of Projects as outlined in the Programme.

(a) **Purpose**: Each allocation of Funding is specifically intended to advance the pursuit of the Project within the Programme in accordance with to the stipulations detailed in the Specific Terms & Conditions of Project (“**ST&CP**”) and in alignment with the Team's most recently approved statement of work.

(b) **Coverage**: Funding is solely intended to cover expenses that are directly essential and necessary for the effective pursuit of the Project. All expenditures must be justifiable and should not exceed the actual costs incurred.

§59 Misuse of Funds. If misuse of funds is identified, the Operator is entitled to demand immediate repayment of the misused amounts. Furthermore, the Operator may withhold future funding and take additional actions, including suspending, cancelling, or invalidating ex tunc the Project. The Operator may seek legal action.

§60 Disbursements Conditions. The Operator reserves the right to disburse Funding only upon the submission of supporting documentation (such as receipts, proofs of payment, invoices) and/or strictly as reimbursement for expenses already paid by the Team. No advance payments or "blank cheques" are due, regardless of any stipulation to the contrary in the ST&CP or elsewhere.

5.2. Third-Party Contributors' Obligations

§61 Role. Programme Sponsors serve as “**Third-Party Contributors**” within the Programme. They are required to provide additional financial support, referred to as “**Third-Party Contributions**”, which are integral to the overall Funding of Projects managed by the Operator. Third-Party Contributions must be directly remitted to the Operator, unless the latter dictates otherwise.

Note: All Third-Party Contributions ensure the Programme meets the Innosuisse-mandated third-party contribution of at least 10% of the total incurred and eligible costs over the Programme's funding period.

§62 Determination of Third-Party Contributions. For each distinct Project, Third-Party Contributions shall constitute up to CHF 2 000.- of that Project's Funding. The exact amount is determined by the Operator and indicated by the Operator in the applicable ST&CP.

§63 Payment Obligation. Upon issuance of the Kick-off Notice, Third-Party Contributors are bound to irrevocably transfer the determined Third-Party Contributions to the Operator for immediate application to Project Funding. In instances involving multiple Third-Party Contributors, they are jointly and severally liable for the payment obligation, unless otherwise specified in the ST&CP.

§64 Allocation and Usage of Funds. The Operator shall allocate and disburse the Funding, which includes Third-Party Contributions, to the Innovation Teams in accordance with the Programme Rules. Any unused or improperly used Third-Party Contributions shall remain with the Operator.

§65 Operator's Discretion. The Operator retains the discretionary authority to partially or wholly exempt any Complementary Funder from their obligations regarding a specific Project, as circumstances dictate.

6 PROJECT PURSUIT (Idea Stage)

§66 Objectives of the Idea Stage. The Idea Stage is dedicated to develop and rigorously test the original Proposal's desirability, viability, or feasibility within a collaborative framework.

- §67 Team Constitution. Upon the commencement of the Idea Stage, Project Stakeholders shall constitute a “**Team**” and officially become “**Team Members**” to one another by establishing the terms governing their cooperation in the pursuit of the Project, referred to as “**Team Rules**”.
- §68 Constitution Period and Confirmation. Project Stakeholders must comprehensively agree upon their Team Rules and notify the Operator of their agreement within one month from the date of receipt of the Kick-off Notice. Failure to reach or communicate an agreement within this period authorises the Operator either to declare the Project invalidated ex tunc or extend the deadline for agreement.
- §69 Follow-up. The Operator will monitor the progress of the Team throughout the Idea Stage and provide support as needed. Regular check-ins and updates may be required to ensure the Project is on track and to address any issues promptly.
- §70 Project Conclusion & Reporting. At the conclusion of the Idea Stage, each Team is required to inform the Operator of the Project's outcomes and discuss potential future prospects beyond the Programme, including intentions to continue, pivot, or discontinue the collaboration. The “**Final Report**” as outlined in Section **Error! No bookmark name given.** must be compiled by the Team and delivered to the Operator, regardless of the Project's outcome.

6.1. Team Rules

- §71 Qualification. The Team Rules are constituted, whether formally or implicitly, as a separate inter partes agreement among the Project Stakeholders (Team Members) to coordinate and govern collaboration in the pursuit of the Project. The Team Rules should align with the Programme Rules, but the Operator is never a party thereto.

Illustration: Typical contents of the Team Rules may include the team's organizational and governance structures, mutual rights and obligations, resource pooling and management strategies, intellectual property rights (IPR) ownership and access, policies on confidentiality and openness, financial contributions and distributions, adherence to Programme Rules, and exit strategies for Team Members.

- §72 Template Agreements and Guidelines for Team Rules. The Operator, acting as a facilitator and knowledge broker, may offer template contracts for Team Rules. Project Stakeholders are free to use, adapt, or draft their own agreements or contracts, under the condition that they adhere to the following principles:
- (a) **Consistency with Programme Rules**: The Team Rules must not contradict the Programme Rules as the Project in the Idea Stage is part of the Programme, and Project Stakeholders (Team Members) continue as Participants in the Programme.
- Note: Particular attention is to be paid to Programme Rules concerning obligations on reporting, confidentiality/openness, and credentialisation (gratitudes).*
- (b) **Fair and Effort-Based Treatment**: The treatment within the Team should be based on individual contributions and efforts rather than financial inputs or overall outputs. Each Member's rights or status should reflect their active participation and contributions.
- Example: Any differentiated treatment within the Team should be justified solely on the basis of individual merits and efforts, and not on financial contributions.*
- (c) **Prohibition of Monopolistic and Extractive Practices**: All Team Members and other significant contributors to the Project should share in the benefits and outcomes derived from their contributions and the Project's results. The Team Rules should ensure an equitable distribution, preventing any single member or subgroup from monopolizing the benefits or depriving others of the fruits of collective efforts.

Example 1: If the Project uses and/or develops items from a Team Member's Background IPR, other contributing Team Members should have equal access to and fair use of such Background IPR.

Example 2: If the Project results in Foreground IPR that is developed into a commercial product or service, all notable contributors should have the opportunity to benefit from its commercial development, such as through paid work or profit sharing.

6.2. Report and Account Obligations

6.2.1. Requirements

§73 Progress Reports. Innovation Teams are obligated, if requested, to submit periodic progress reports as scheduled by the Operator. These reports should include detail the Project's current status, milestones achieved, challenges encountered, and any deviations from the agreed-upon statement of work.

§74 Budget Reporting. It is the responsibility of Innovation Teams to maintain precise and accurate records of all project-related expenditures. A budget report must be included each progress report and the Final Report.

Note: Any budget report typically includes itemised list of expenditures, copies of receipts, invoices, and other proof of payment, as well as justification for any notable budget variances.

§75 Final Report. Upon the conclusion of the Project, regardless of its outcomes, Innovation Teams are required to submit a final progress report, which should additionally summarise the results, lessons learned, and future recommendations.

Note: The Final Report typically includes an executive summary, a detailed account of the project activities, results achieved versus expected outcomes, a financial summary of expenditures, any remaining issues or follow-up actions required.

§76 Format and Submission. The Final Report and any progress report must be submitted electronically to the Operator via email using the prescribed formats and guidelines indicated by the Operator.

§77 Reporting Support. Innovation Teams may seek guidance from the Operator to aid in fulfilling their reporting obligations effectively.

6.2.2. Final Report

§78 Publicity. The Final Report is designated for publication, either in whole or in part, by the Operator. It must not contain any unauthorized third-party personal data or confidential information, unless explicitly authorized for disclosure.

§79 Compliance with Reporting Standards. If the Final Report fails to meet required standards of form, purpose, legibility, or consistency, the Operator may require that the report be revised, redacted, or corrected by the Team.

§80 Non-compliance and Remedies. If reporting irregularities are not corrected after the Operator's demand, or if there is a gross violation of reporting obligations in any other form, the Operator is entitled to:

(a) utilize and disclose any and all Information Data related to the Project as a substitute for the Final Report, overriding any previous confidentiality commitment or agreement, thus ensuring transparency and accountability; and/or

(b) declare any allocated Funding as improperly used and subject to immediate reimbursement.

6.2.3. Operator's Monitoring

- §81 Transparency. Project Stakeholders must ensure transparency and maintain open communication with the Operator. They are required to report promptly any significant changes or challenges that might impact the project's scope, timeline, or budget.
- §82 Audit Rights. The Operator reserves the right to audit the financial records of Project Stakeholders at any point to verify compliance with the funding conditions. Stakeholders are obligated to provide full access to all relevant financial documents and records upon request.
- §83 Continuous Evaluation. Evaluation meetings may be scheduled by the Operator to assess project progress and financial health; attendance and active participation of Project Stakeholders in these meetings are compulsory. Additionally, the Operator may conduct further inquiries and on-site inspections to ensure proper project execution; Project Stakeholders must cooperate fully with these efforts, providing access to all pertinent project sites, documentation, and personnel.
- §84 Feedback Implementation. Project Stakeholders are expected to implement any feedback or recommendations provided by the Operator to improve execution and outcomes of their Project.
- §85 Managerial Responsibility. The Project Manager (**Error! No bookmark name given.**) is responsible for ensuring all of the Team's reporting and accounting obligations are met accurately and on time. Non-compliance may lead to penalties for either the entire Team or individual Project Stakeholders, which could include suspension or termination of Funding and/or the Project.

7 INTELLECTUAL PROPERTY RIGHTS

7.1. Background IPR, Foreground IPR

- §86 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**").
- §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 Privatised Background IPR referred to in Information Data should, as much as practicable, be indicated and marked as such in an identified or clearly identifiable manner (e.g. Patent CH1234567), in particular where **Error! No bookmark name given.** applies.
- §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 Idea Stage ("**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 Zones or else they will no longer be legally protected secrets.

7.2. Use of trademarks and other distinctive signs

- §91 Participants' trademarks and other distinctive signs may be used by the Operator for promotional purposes only, as defined in Section **Error! No bookmark name given..**

7.3. Information Data

§92 Information Data, which accounts for neither Background IPR nor Foreground IPR, is governed by Section **Error! No bookmark name given.** when generated, released or shared by Participants as part of the Programme.

8 OPENNESS & CONFIDENTIALITY (Information Data)

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

8.1. Handling of Information Data

§94 Definition. “**Information Data**” encompasses all intellectual outputs released or shared by or among Participants as part of the IB Process, including ideas, know-how, files, documents, and other informational content.

§95 Information Data Formats: To enhance the utility and accessibility of Information Data within the IB Processes, it is recommended that these data be prepared and curated in formats that support both human collaboration and advanced computational analysis. Participants are encouraged to strive towards the following best practices, recognizing that full adherence may not always be feasible:

- (a) **Human-Friendly Formats**: To ensure ease of use and effective engagement, Information Data should, wherever practicable, be documented in open file formats. These should be universally accessible, clearly dated, easily replicable, and designed for human readability.
- (b) **Machine Learning Compatibility**: To harness the potential of artificial intelligence and machine learning, Information Data should, as much as practicable, be structured or reorganised in machine-readable open, standardised formats. These should facilitate straightforward identification, recognition, and data extraction by software applications, fostering the integration of automated data processes within the Programme.
- (c) **Implementation Guidance**: The Operator will endeavour to provide guidelines, processes, and/or tools that aid Participants in achieving these formatting specifications.

§96 Custodianship and Responsibility. Information Data shared by a Participant retains its custodianship with the sharer unless otherwise authored by, or attributed to someone else. Participants are solely responsible for ensuring they have the necessary rights to share or use any Information Data and must warrant that such sharing or using does not infringe upon the intellectual property rights or other rights of third parties. Participants further warrant that:

- (a) They possess all necessary consents, approvals, and licenses to share or use the Information Data as required by the Programme Rules;
- (b) The Information Data shared is free from viruses, malware, and other harmful components;
- (c) The Information Data complies with all applicable laws and regulations, including but not limited to copyright, trademark, and data protection laws;
- (d) Any personal data within Information Data is handled according to the Privacy Policy of the Programme Rules.

§97 Withdrawal of Information Data. Participants may delete, withdraw, or otherwise remove their Information Data from the Platform, or other digital support during the IB Process. However, this action does not retroactively affect the release, publication, or disclosure of Information Data that occurred prior to its

removal. Consequently, any use or dissemination of such Information Data by other Participants or third parties before its removal remains valid and permissible under the Programme Rules.

8.2. Zones for Sharing Information Data

§98 Types of Zones. The Programme differentiates between "**Contributive Zones**" (Plenums), where Information Data is openly shared and made accessible to all, and "**Privative Zones**" (Conclaves), where access is restricted and governed by confidentiality norms.

§99 Zone Definitions. Within the Programme:

(a) **Contributive Zones** include all spaces, digital or physical, or temporal segments that are publicly accessible or indiscriminately available to all Participants

Examples: open workshops, public forums, publicly disclosed contents, broad-access digital platforms, etc.

Note: Contributive Zones typically prevail during the Challenge Phase to facilitate wide participation and ideation

(b) **Privative Zones** comprise specific spaces, digital or physical, communication mediums, or designated temporal segments, deliberately and exclusively restricted to a select group of Participants.

Examples: confidential workshops, secure email threads, restricted-access digital rooms, etc.

Note: Privative Zones may typically prevail during the Idea Phase, where focused collaboration is required.

§100 Designation of Privative Zones. Throughout the IB Process, a zone is designated as a Privative Zone by the Operator's directives or in accordance with Programme Rules; Participants can agree to re-designate it as a Contributive Zone if all involved agree. Specifically during the Idea Stage, any event, communication, or interaction limited to specific Project Stakeholders is presumed to occur within a Privative Zone, unless otherwise directed by the Operator or mutually agreed by these Project Stakeholders.

Example: During an open workshop, the Operator may declare that discussions for the next fifteen minutes are confidential, effectively designating this temporal segment as a Privative Zone.

§101 Effects of Contributive Zones. In Contributive Zones, Participants contribute to an information commons through libre (open-source) or open-access licensing:

(a) **Licensing Terms**: Information Data released is licensed under CC BY-SA 4.0 (Creative Commons Attribution-Sharealike 4.0 International). If there is no identifiable author, the data is licensed under CC0 1.0 UNIVERSAL (public domain).

(b) **Software-Specific Licensing**: Information Data that constitutes software or software components, and is protected by copyright, is primarily licensed under AGPLv3 (GNU Affero General Public License version 3). In cases of legal or technical incompatibility, Apache 2.0 is applicable, unless the Information Data is a derivative work bound by another license's copyleft requirements.

(c) **Authorship and Exclusions**. The licensing does not affect the authorship of Information Data. The following are explicitly excluded from the licensing scope:

- i. Proprietary trademarks, brands, logos, and other signs that distinguish one's identity, goods, or services;
- ii. Privatised Background IPR composing or referenced within the Information Data.

Example: A patent description posted on the Platform is freely available under the specified license for the accompanying documentation only, not for the patent-protected IPR itself.

§102 Effects of Privative Zones. In Privative Zones, Participants are bound to strict confidentiality obligations on all non-publicly disclosed Information Data of sensitive or privileged nature:

- (a) **Controlled Access and Confidentiality:** Access to Information Data is restricted to Participants with equivalent level of access rights, and all data are subject to rigorous confidentiality assessments under principles of good faith (*in arbitrium boni viri*).
- (b) **Use Restrictions:** Information Data from Privative Zones may not be used to develop, exploit or realise Intellectual Property Rights without explicit permission from the owner of the Information Data; disclosure to or access by unauthorized individuals or entities is strictly prohibited.

Example: Information Data discussed in a confidential workshop are accessible only to explicitly authorized Project Stakeholders and are barred from external use without formal consent.

- (c) **Labelling Confidential Data:** Any Information Data that entails confidential information or is a Secret should be distinctly labelled as such in a specific and identifiable manner, and should never be disclosed in Contributive Zones.

Illustration: File name "CONFIDENTIAL_pyrotechnical-engine.odt", email title "SECRET_do-not-disclose"

§103 Non-Disclosure Agreements. Participants are permitted to enter into separate, specific non-disclosure agreements (NDA) with other Participants in the Programme concerning precisely identified information that has not been disclosed to others. Such NDAs must be tailored to specific Information Data and cannot broadly cover all interactions or general information exchange within the Programme.

§104 Operator's Master Key. The Operator retains the unrestricted rights to access and review all Zones, including Privative Zones, at any time for purposes of oversight, monitoring, or providing guidance within the Programme. This facility enables the Operator's role to ensure compliance with Programme Rules, supporting the overall order and integrity of the Programme.

8.3. Operator's confidentiality commitments

§105 Confidentiality Obligations. The Operator is committed to maintaining the confidentiality of any Information Data to which it has exclusive or privileged access as part of the Programme. All such confidential Information Data will be securely destroyed at the termination of the Programme, or sooner if no longer necessary.

§106 Handling of Confidential Information. In handling confidential Information Data, the Operator must:

- (a) treat the confidential information diligently and accordingly;
- (b) refrain from disclosing the confidential information to any unauthorized third party
- (c) utilize the confidential information solely for purposes directly related to the Programme.

§107 Balancing Confidentiality and Facilitation. While adhering to these confidentiality obligations, the Operator's role as facilitator and knowledge broker within the Programme shall not be disproportionately hampered. The same is true for the Operator's privacy obligations.

Illustration: The Operator may facilitate potential synergies between Participants based on confidential insights, provided that the specifics of the confidential information are not disclosed.

§108 Enforcement of Participant Confidentiality. The Operator is not tasked with enforcing confidentiality agreements between Participants. However, any breach of confidentiality by a Participant that affects another may be treated as a violation of the Programme Rules, subject to disciplinary action under **Error! No bookmark name given..**

9 PUBLICITY

§109 Principle. We undertake promotional measures and activities to generate public interest and recognition of Projects, contributors, and the Programme as a whole. These may include, but are not limited to, press releases, social media campaigns, website features, newsletters, public events, and presentations.

9.1. Promotional Activities

§110 Press Releases and Media Engagement. We engage with media outlets to showcase Project achievements and Participant milestones. Participants, their affiliates or other attendees may be requested to provide input or participate in interviews.

§111 Online Campaigning. Utilising our official social media channels and Platform features, we actively promote the Programme and Projects through engaging posts, videos, and live sessions featuring Participants, their affiliates or other attendees.

§112 Newsletters. Regular newsletters may disseminate Programme progress updates, highlight Project advancements, and recognise notable contributions from Participants, their affiliates or other attendees.

§113 Public Events and Presentations. We host and participate in public events, workshops, and presentations to spotlight Programme achievements. On such occasions, Participants, their affiliates or other attendees are encouraged to share their experiences and showcase their work.

9.2. Participant's Rights and Responsibilities

§114 Operator's Rights of Use. Each Participant grants the Operator a non-exclusive, worldwide, royalty-free right to use its (corporate) name, images, logos, and other identification signs, as well as the names and images of its affiliates, solely for promotional purposes related to the Programme.

§115 Opt-Out Option. Each Participant, any of its affiliates may opt out of these Operator's rights of use by notifying the Operator via email.

Note: Opting out will limit your exposure and recognition opportunities in the Programme.

§116 Consent for Producing Promotional Material. Participants, their affiliates or other attendees may be invited to participate in interviews or provide testimonials. By agreeing, they consent to the use of their names, images, and statements in promotional materials.

§117 Targeted Content Approval. Participants, their affiliates as well as other attendees shall be provided the opportunity to review and approve promotional content any promotional content that specifically features or targets them prior to publication. If the Operator receives no response within a reasonable timeframe, consent is deemed to have been given.

9.3. Contributors' Credentialisation (Expressing Gratitudes)

§118 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 during the IB Process is entitled, as a contributor, to appropriate name recognition for his or her work. If such a natural person acts on behalf of a legal entity, the legal entity may also be mentioned alongside her or him.

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

§119 For the purpose of credentialisation, every contributor's share is in principle considered equal.

§120 Credentialisation is uncorrelated with any IPR transfer or assignment, or any other form of ownership, exclusivity, or right of use.

10 AEGIS; STEWARDSHIP & RETRIBUTION

§121 Prerogatives^{11a}. In accordance with its commitment under **Error! No bookmark name given.**, the Operator is entitled to take ad hoc measures or issue policies (cf. **Error! No bookmark name given.**) to ensure that the Programme aligns with its stated purpose under **Error! No bookmark name given.** The Operator is also granted the specific prerogatives provided under this Section.

§122 Compliance Checks. The Operator may conduct compliance checks at any time to verify adherence to the Programme Rules and associated guidelines. Participants must comply with these checks and provide any required information promptly.

§123 Good Faith & Good Will. The Operator strives to ensure that misunderstandings, disagreements, and other forms of discord during the Programme are resolved with goodwill, in good faith, and in a spirit of fairness towards each Participant. The Operator expects Participants to behave in the same manner.

§124 Conducting the Programme. The Operator is entitled, at its sole discretion, to impose restrictions or limitations on Participants, as well as to suspend, cancel, interrupt, delay, or reset any stage of the Programme, in whole or in part, at any time.

§125 Securing the Platform. Where capable, the Operator is entitled, at its sole discretion, to cancel, modify, or suspend access to or the availability of the Platform if a virus, bug, unauthorized intervention, or other causes beyond the Operator's control corrupt, threaten, or compromise the administration, security, or proper operation of the Platform.

§126 Good Order. The Operator is entitled, at its sole discretion, to suspend or exclude any Participant, cancel any Participant's account or status, or reject, suspend, disqualify, cancel, or interrupt any Proposal or Project relating to any Participant if that 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, particularly affecting other Participants.

§127 Public Statement in Severe or Recurring Cases. If the conduct of the Defaulting Participant appears dishonest, tortious, damaging, or otherwise malignant or severe, the Operator may issue a warning and summon the Defaulting Participant for a hearing. If no remedial measures are taken by the Defaulting Participant following this hearing, or if the Defaulting Participant fails to 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.

§128 Reservation. The Operator reserves any other claim under the law.

§129 Liability. The Operator is not liable for any damages or other forms of compensation as a result of any actions provided under this Section.

¹Agreements 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.

11 MISCELLANEOUS

- §130 **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. Any terms and conditions from you or any third party that deviate from or conflict with the Programme Rules are not applicable, even if the Operator has not expressly contradicted them.
- §131 **Independent Parties.** The Operator acts as an independent contractor and not as your agent in the performance of the Programme. Nothing in the Programme Rules shall be interpreted as establishing an association, joint venture, or partnership between you, other Participants, and the Operator based solely on adherence to the Programme Rules, accessing and using the Platform, or participating in the Programme.
- §132 **Severability.** If any provision of the Programme Rules is held to be invalid or unenforceable, such invalidity or unenforceability does not affect the remaining provisions, which shall remain in full force and effect. The invalid or unenforceable provision shall be applied analogously to the greatest extent possible.
- §133 **Termination.** Provisions concerning Project Funding, Openness & Confidentiality, Intellectual Property Rights, Credentialisation and Third-Party Contributions remain applicable for the duration of the Programme.
- §134 The cancellation or deactivation of a Participant's account on the Platform, or notification via email by either the Operator or the Participant, results in immediate termination of the status of participation in the Programme, including any use of the Platform.
- §135 **Third-Party Website Disclaimer.** Links to third-party websites do 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 such sites. The Operator is not liable for any loss suffered from using third-party products or services. Additionally, since the Operator has no control over the terms of use or privacy policies of third-party websites, you should review and understand those policies carefully.
- §136 **Third-Party Claims.** 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, arising from any alleged or actual act or omission by the Participant in relation to the Programme.
- §137 **Exclusion of Liability.** The Programme, including the Platform, is provided to you ex gratia and on a best-efforts basis. The Operator does not guarantee any specific result or desirable outcome from your participation in the Programme or your access to and use of the Platform. In particular:
- (a) **Programme:** The Operator is not liable for any damages or losses arising from your participation in the Programme, except in cases of gross negligence or willful misconduct (Art. 100 para. 1 Swiss Code of Obligations) not arising from the tasks of auxiliary persons (Art. 101 para. 2 Swiss Code of Obligations).
 - (b) **Inter-participation:** The Operator is not responsible for any interrelations, exchanges, interactions, or prejudices arising among Participants, their affiliates and/or other attendees.
 - (c) **Platform:** The Operator is not liable for any technical, material, or immaterial damages or losses resulting from accessing or using the Platform, including but not limited to technical malfunctions, data leakage, loss or corruption, unauthorized access, or account intrusion or pirating. Each Participant is responsible for maintaining appropriate technical and organizational measures to protect data processed on their own systems and on third-party systems they use.

- §138 Force Majeure. The Operator is not liable for any delay or failure to operate as required by the Programme Rules due to any cause or condition beyond the Operator's reasonable control.
- §139 Governing law. The Programme Rules and any dispute or claim arising out of or in connection with them shall be governed by, construed, and interpreted in accordance with the laws of Switzerland, excluding conflict of law provisions.
- §140 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 exclusively be resolved in Italian before the ordinary jurisdiction of Lugano, Canton of Ticino.

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