



# SET4BIO Innovation Challenge 2021 Rules for Participation



## Challenge description

The SET4BIO Innovation Challenge 2021 (the “Challenge”) is directed towards accelerating the creation of new innovations that stimulate increased production and use of renewable fuels and bioenergy. RISE Research Institutes of Sweden AB (RISE) is together with SINTEF Energi AS (SINTEF), Fachagentur Nachwachsende Rohstoffe e.V. (FNR), Fundación Circe Centro de Investigación de Recursos y Consumos Energéticos (CIRCE), VTT Technical Research Centre of Finland Ltd (VTT), and ETA Florence Renewable Energies (ETA), (together the “Organisers”) arranging the Challenge.

## Agreement

In order to enter the Challenge, the Entrant(s) must agree to the Challenge Rules, as published and eventually amended from time to time<sup>1</sup> on <https://www.etipbioenergy.eu/set4bio/innovation-challenge>. The Entrant(s) agree that submission of a Concept in the Challenge constitutes agreement to the Challenge Rules. The Entrant(s) may not submit a Concept to the Challenge and are not eligible to receive the prizes described in the Challenge Rules unless the Entrant(s) agree to the Challenge Rules. The Challenge Rules form a binding legal agreement between the Entrant(s) and the Organisers with respect to the Challenge.

## The Challenge

The aim of the Challenge is to accelerate the creation of new innovations that stimulate increased production and use of renewable fuels and bioenergy. Thus, the objective with the Challenge becomes two-fold, being:

- 1) to engage external innovators in developing innovative proposals for solutions that stimulate and increase the possibility of using renewable fuels and bioenergy in Europe; and
- 2) to match external innovators with innovative solutions with potential funding opportunities.

The Challenge is accordingly designed both to accelerate and facilitate the development of the Concepts, as well as to identify and match funding opportunities in relation to these Concepts to stimulate further development.

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<sup>1</sup> In case of amendment, those who have already agreed on the previous version will receive a notification and a request for approval of the modified agreement.

## Stages

The Challenge is divided into the following stages:

### 1. Submittal of Concepts (initial ideas)

All Concepts ready for submission should be submitted using the form at <https://www.etipbioenergy.eu/set4bio/innovation-challenge>. The application should include necessary information about the Concept and the Entrants, including a description of the Concept, its relation to the value chains and a brief overview of the experience and competences of the team members. All Concepts must address the European market in order to be eligible to participate in the Challenge.

### 2. Screening of Concepts

A screening of Concepts will be made by the Organisers to select the most promising Concepts to be accepted to enter the Challenge. Participation selection is based on evaluating the submissions in accordance to their relevance, perceived potential and capacity based on the submitted information.

### 3. Virtual Kick-off

At this stage, information to the Entrants, including more information about the challenges to be addressed in the SET4BIO initiative, the value chains in focus, and general information about the Challenge will be provided through a dedicated event.

### 4. Virtual Events

Four virtual events to support the Entrants in developing the Concepts will be scheduled. The Events are focused on value chain contribution, innovation height, business viability and scalability, respectively. Each virtual event is preceded by a preparation phase and followed by a post-event phase to ensure concept acceleration.

### 5. Final Event

The presentation of Concepts by the Entrants to the Jury will be done. The evaluation of best Concepts will be performed by a Jury and the winners will be officially presented.

Dates, locations and other details about the Events will be published beforehand on:

<https://www.etipbioenergy.eu/set4bio/innovation-challenge>

## Participation selection

The Concepts submitted to the Challenge will be evaluated to be selected for participation in the Challenge. The participation selection will be made by the Organisers. The evaluation of the Concepts will be based on the relevance of Concept to the challenge scope, its



potential and the Entrants capacity. The participation selection decisions are final and binding in all matters regarding the Challenge and cannot be appealed.

## Virtual Events

The participation in the virtual events is encouraged since a majority of value from participating in the Challenge for the Entrants is provided via the events. Joining the virtual events requires engagement before, during and after the event, in accordance to a three-phase model, including a preparation phase before the event, and a development phase after. The objective is both to ensure fruitful interaction and learning in the events and enable opportunities for accelerated development of the Concepts. The Concepts will be assessed step-by-step in relation to the themes in focus. The outcome of the virtual events can beneficially be used for the final submission of the Concepts for evaluation. Nonetheless, participation in such events is not mandatory and it does not preclude Entrants the chance to get success in the Challenge.

## Evaluation

The gradually assessed Concepts which have participated in the Challenge will be evaluated at a final event by a jury (the “Jury”), which will be composed of representatives of Organisers and Stakeholders of the Challenge. The Jury will evaluate the Concepts based on the following criteria:

- Value Chain Contribution;
- Innovation Height;
- Business Viability;
- Scalability.

The Entrants are obliged to submit and perform a presentation of their Concept in relation to these criteria. The Entrants are responsible for including the information required to evaluate the Concept.

The Jury’s decisions in the Challenge, including the Jury’s decision regarding the winning Concept, are final and binding in all matters regarding the Challenge and cannot be appealed.

## Reward

The Challenge sets out to provide all the participating Entrants with two major opportunities:

1. accelerating the development of the Concept;
2. matching the Concepts with suitable funding opportunities



All participating Entrants in the Challenge will be eligible to participate in the virtual events and to a criteria-based evaluation of the Concept, as described in the previous section. The winning Entrant(s) will receive a Seal of Excellence, articulating the potential of the Concept in terms of its value chain contribution, innovation height, business viability and scalability. All Entrants will receive a written assessment of their Concepts, also including their ranking in relation to the other participating Concepts, which can be used in further communication with potential stakeholders, funding agencies and potential customers.

All participating Entrants are eligible to participate in activities pursued by the Organisers to match the Concepts with suitable funding opportunities. All participating Entrants are also eligible to benefit from the exposure gained through participation in the Challenge and can to any degree accentuate their participation in the Challenge in media communications.

## Right of ownership

The Entrant(s) shall retain ownership of all Intellectual and Industrial Property Rights (including Moral Rights) in and to its Intellectual Property used and/or incorporated in the developed Concept, including documentation, submitted to the Challenge.

By entering the Challenge, Entrant(s) acknowledge and agree that any of the Organisers may have and/or may be developing or commissioning materials and/or ideas similar or identical to a Concept. Entrant(s) waive any claims Entrant(s) may have resulting from any similarities to Entrant(s)'s Concept.

## IPR infringement

By submitting a Concept into the Challenge, Entrant(s) confirm that all material and other information (including but not limited to source code, both open source and third party sourced, user interface, music, video and images) provided with Concepts are free of intellectual property right infringement and, if a third party is involved, that Entrant(s) has secured permission to use such materials.

The Organisers reserve the right to amend, cancel and withdraw any and all rewards of Entrant(s) where the intellectual property rights of third parties are infringed.

## Confidentiality

The Entrant(s) may provide the Organisers with information of a confidential nature relating to the ideas submitted in the Challenge. Further, the Organisers may for the purpose of facilitating the Challenge provide the Entrant(s) with information of a confidential nature relating to its operations. To be regarded as "Confidential Information" the (a) disclosing party must mark or otherwise inform in writing of its confidential nature at the time of the



disclosure or within five (5) days thereafter at the latest; or (b) information must be obviously understood to be confidential.

Confidential Information provided by one party to another shall be kept confidential during the Term of the Challenge and for a period of five (5) years thereafter, and each party agrees to take such measures as may be reasonably required to maintain confidentiality.

Consequently, the receiving party is not, without special approval by discloser, allowed to disclose Confidential Information to third parties or transmit such information to third parties unless:

- The receiving party/parties can demonstrate that the information was already in the possession of the receiving party/parties (in this context the Entrant(s) understand that the Organisers are seeking ideas within their fields of business and that the Organisers are already in possession of many ideas related to functions within the area of distribution and transportation);
- The information was lawfully and demonstrably obtained from someone else than the other party;
- The information has become publicly known other than through a breach of this Agreement;
- The information is disclosed pursuant to legal obligations beyond the control of the disclosing and receiving parties or due to a court order.

## Right to cancel

The Organisers reserve the right to cancel, terminate, modify and suspend the Challenge at their absolute discretion and without any liability whatsoever to any Entrant(s) or third party connected with the Entrant(s) or Concepts.

If the Entrant(s) want to cancel their participation in the Challenge, they are obligated to inform the Organisers without delay, also providing an explanation for their cancellation. Once the evaluation prior to the Final Event is performed, withdrawal by the Entrant(s) is not possible.

## Privacy

For Entrant(s) to be able to participate in the Challenge, the Organisers need to process personal data of the Entrant, e.g. name, e-mail, phone number and photos. The personal data will be managed by ETA Florence Renewable Energies (ETA), processed for the purpose of conduct and to administer the Challenge and will be deleted no later than 16 months after the Challenge final.

More information regarding how ETA processes personal data related to participants in research projects can be found here:



<https://etipbioenergy.eu/privacy-policy-disclaimer-copyright>

## Publicity

Entrant(s) further agree to permit the Organisers to use Entrant(s)'s name and likenesses and all of its Concepts, to feature the Concept and all its content in connection with the marketing, sale, or promotion of the Challenge. While the Organisers reserve these rights, the Organisers are not obligated to use any Concept for any purpose, even if it has been selected as a winning Concept.

## Tax

Any tax imposed due to any prize received under the Challenge shall be borne by the Entrant receiving the prize.

## Governing law and arbitration

The Challenge and the Challenge Rules are governed by Swedish law without regard to conflict of laws provision. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.



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