

TERMS OF SERVICE | MICROTECH BOOSTER

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Available in full at: <https://microtechbooster.swiss/legal>

Your contractual partner:

ASSOCIATION DE RECHERCHE COMMUNAUTAIRE DES MOYENS DE PRODUCTIONS MICROTECHNIQUES (ARCM)

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1. SCOPE

1.1. Between you and us

1. MICROTECH BOOSTER is an open innovation programme (cf. *infra* “About the Programme”) implementing [NTN Innovation Boosters powered by INNOSUISSE](#) to enhance inventiveness and creativity in the field of Swiss microtechnology (“**Microtech**” or “**Expertise Domain**”).
2. “**You**”, “**yours**” or “**your**” hereafter refers to any Participant in the Programme.
3. The entity you are contracting with is ARCM (“**Operator**”, “**we**”, “**us**”, “**our**”). To the extent reasonable and practicable, the Programme and the Platform (cf. *infra* 1.2.2.) are *ex gratia* operated under our aegis as a:
 - *coordinator*. We take care of the administrative process, such as registration, schedule, event organisation, etc., and ensure funding allocation across projects.
 - *facilitator*. 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.
 - *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.
 - *gatekeeper*. We encourage and ensure that Participants play by the rules and behave in a way that is compatible with the open, collaborative, social dynamics of the Programme. We are, in good faith and on a best effort basis, custodian of the fair, secure and smooth running of the Programme and its processes (“**Good Order**”).
4. To service you in these capacities, you authorise us to use subcontractors, agents or other entrusted third parties subject to no lesser obligations than we have towards you.
5. Any query or notification to us should be made using the contact information in the header of these Terms of Service or through specific features on the Platform provided for this purpose.

1.2. About the Programme

1. **Duration.** The Programme runs from April 2021 to end 2024 and is divided into several sessions, individually referred as an “**Idea-Project Loop**” or “**IPL session**”.
2. **Location.** The Programme is exclusively serviced to you through our collaborative website: <https://microtechbooster.swiss> (“**Platform**”); events and meetings in venues may also take place.
3. **Participation.** Participating in the Programme is contingent to duly holding an active Account on the Platform. To be a Participant in the Programme, you need to meet the eligibility requirements and become a user of the Platform (cf. *infra* 2.2.).
4. **Commitment.** Participating in the Programme is free of charge, but certain voluntary options during the Programme are to be paid for or given counterparts to; you further commit to play by the rules at all times.
5. **Content.** The Programme is an open innovation framework to bring about and experiment heterodox ideas within a community or team of individuals from all walks of life; for a more detailed overview, cf. *infra* 2.1.
6. **Purposes.** The Programme is designed to service you in a manifold purpose:
 - a) to bring together professionals, academics and enthusiasts in your Expertise Domain and provide them with framework conditions enabling mutual trust, original knowledge exchanges and fair & open collaboration;
 - b) to stimulate research and development for practical application in your Expertise 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 your Expertise Domain;
 - e) to nurture trustful and mutual understanding among stakeholders of the Swiss microtech ecosystem to open more opportunities to strengthen local and interregional socio-economic fabrics.
7. **Beyond the Programme.** As a larger purpose, we would like to contribute to the stimulation of a common, forward-looking and ecosystemic vision of business and innovation with all goodwill members of the Microtech community in Switzerland; a vision also embodied in the Community Manifesto.

1.3. About the Terms of Service

1. The Programme is exclusively serviced to you on the basis of the Terms of Service and applies to all Participants; the Platform is deemed part of the Programme.
2. The Terms of Service include as integral part thereof:
 - a) the Community Manifesto;
 - b) the Onboarding Agreement;
 - c) the Privacy Policy;

- d) the Code of Conduct;
 - e) any specific policy issued by the Operator for Good Order;
 - f) a drop of common sense and playfulness!
3. The Terms of Service are available online at any time in their latest version (<https://microtechbooster.swiss/legal>) and are deemed the entire agreement governing the Programme between you and us. Such agreement is personal to you and cannot be assigned, transferred or sublicensed without the Operator's prior written consent.
 4. The Terms of Service supersede all prior written or oral agreements between you, us and other Participants. No usage of trade or other regular practice or method of dealing between you, us and/or other Participants can modify, interpret, supplement, or alter the Terms of Service. Other terms and conditions from you or from any third party that would deviate from or conflict with the Terms of Service do not apply, even where the Operator did not expressly contradict them.
 5. The Code of Conduct and the Community Manifesto serve as *boni viri* interpretative basis for assessing any situation or interpreting any corresponding provision set out in this section.
 6. No form of partnership agreement of any kind is established on the mere basis of you partaking in the Programme, accessing and using the Platform or adhering to the Terms of Service. Should a separate agreement be concluded as part of the Programme (e.g. cf. *infra* 4.2.2.), such agreement is only effective once ratified by the Operator and shall not deviate or supersede the rules governing the Programme without the Operator's express consent.
 7. The Operator reserves the right to alter, revise and/or modify the Terms of Service in part or full, except the Community Manifesto, at any time by making a public announcement on the Platform or by notification per email; the Operator may also issue specific policies where the Good Order of the Programme so requires. Any change takes effect immediately upon being published on the Platform or notified per email. **If you access and use the Platform or partake in the Programme once changes are published or notified, you are deemed to have accepted such changes. If you do not accept any changes, you must immediately stop partaking in the Programme and delete your Account from the Platform (cf. *infra* 6., par.3.).**

2. IDEA-PROJECT LOOP SESSION

2.1. OVERVIEW

The Programme is divided into several sessions, individually referred as an “**Idea-Project Loop**” or “**IPL session**”. Each Idea-Project Loop is a single two-phase incubation session consisting of three stages per each phase:

PHASE I: IDEATION (challenge your ideas) of any IPL session is accessible to all Participants as long as they comply with the process and rules governing the Programme. Phase I aims at stimulating inventiveness and creativity by sharing, discussing and selecting ideas whose exploration or realisation appears the most appealing to the Participants; it consists of 3 stages and has an estimated duration of 6 months:

STAGE I.1: CALL FOR IDEAS. Innovation ideas (Applications) are posted in a publicly accessible space on the Platform to be presented to, and discussed with other Participants registered in the Programme.

STAGE I.2: BIDDING CONTEST. Once the Call for Ideas is over, innovation ideas are subject to a competition where each Participant can make a bid (Pledge) to back ideas whose exploration or realisation he or she favours the most and whose feasibility study he or she would like to contribute to.

STAGE I.3: VALIDATION OF PROJECTS. Innovation ideas (Applications) with the highest bids (total aggregated Pledges) are declared winners and validated for Phase II; the total number of validated ideas (Projects) might be limited per each session.

PHASE II: PROJECT (make the project work as a team) is reserved to Participants (applicants, backers) whose innovation idea was validated as a project, end of Phase I. Each project is funded by a minimal seed money combining the total of pledges collected with an additional CHF 20'000. Phase II aims at achieving what is possible by forming a working team and reaching a proof-of-concept for open publicisation; it consists of 3 stages and has an estimated duration of 6 months:

STAGE II.1: TEAM BUILDING. Successful applicants, backers and, possibly, new incomers have to do some planning (budget, targets, etc.) and constitute a working team (Project Team) to turn their innovation idea into a proof-of-concept; they must reach a separate team project agreement between them within one month.

STAGE II.2: FEASIBILITY STUDY. Each team is provided with some funding (Seed Money = pledges + CHF 20'000) as well as a shared online workspace on the Platform (Data Room) for the purpose of verifying and demonstrating whether the idea is feasible. Does your concept or theory have practical potential?

STAGE II.3: LAUNCHPAD. The research conclusions & process are, to different extent, reported & publicised to seek public recognition and, for commons-based innovation projects, to build community-driven momentum beyond the Programme.

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

2.2. ELIGIBILITY

2.2.1. Criteria

1. To partake 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;¹
 - d) you have not been previously suspended or removed from accessing or using our Programme or Platform;
 - e) your use of the Programme or Platform 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.
2. If you intend to partake in the Programme on behalf of a legal entity (company, institution, association, etc.), you must further represent and warrant that you are an authorized representative with the full authority to bind such legal entity in accordance with the Terms of Service; as the project manager in the Programme, your personal name is mentioned in representation of such legal entity.

2.2.2. Registration, usage

1. To partake in the Programme, you must register an Account using the Platform (<https://platform.microtechbooster.swiss/register>).
2. Registration of a Account is contingent to you:
 - a) being eligible under these Terms of Service;
 - b) accepting the Terms of Service by which you agree to all rules governing the Programme (and the Platform); and
 - c) adhering in good faith to the Community Manifesto to which you agree to stand by the values and principles it sets out.
3. The Account is only active upon confirmation of the Operator. No rights in or to the Programme are granted to you without an active Account. Once and as long as the Account is active, you are deemed a **“Participant”** in the Programme and may partake in any of its IPL sessions.
4. We may, at our discretion, reject or revoke any Account registration.
5. While filling out forms for registration or any similar process in the Programme, you must only provide information (name, email, etc.) that is true, accurate, current and comprehensive; you are further responsible for maintaining and, as it may be, timely updating such information accordingly.
6. The Participant may terminate his or her Participation in the Programme at any time for any reason by cancelling or deactivating his or her Account on the Platform.

¹ This criteria can be waived, at our discretion, if you are able to demonstrate that your ideas aim at adding socio-economic value in or for Switzerland.

3. PHASE I: IDEATION

3.1. STAGE I.1: CALL FOR IDEAS

3.1.1. In general

1. Participants share, develop and discuss ideas and information between each other in publicly and, if applicable, privately accessible spaces of the Programme (cf. also *infra* 5.1.).
2. For an innovation idea to be validated as a Project (cf. *infra* 3.2.1.1. & 3.3.), it must be posted in the form of an “**Application**” in the publicly accessible space of the Platform provided for this purpose.
3. Each Participant may post more than one innovation idea as an Application but each Application should only contain one (main) innovation idea.
4. When you post an Application, you are making a promise to negotiate a contract in good faith under these Terms of Service (cf. *infra* 4.2.2.) with any other Participant that would back your Application during the Bidding Contest.
5. You may withdraw your Application at any time. Withdrawing your Application has, however, no effect on Contribution Data that was already released (cf. *infra* 5.1.).
6. Any Application may be kept posted on the Platform even if it is not validated as a Project. In such case, the Application will be eligible for validation at the next IPL session if any.

3.1.2. Application requirements

A. Content

1. The Application may cover any and all activities of relevance to the Expertise Domain, including peripheral or precursive ones; the Application must yet remain consistent with the rules, purposes and principles of the Programme, including the Community Manifesto.
2. As much as practicable, the Application should propose an innovation idea that addresses an identified or identifiable issue or specifically contextualises a defined opportunity for improvement: to be validated as a Project, the Application has to show potential for practical application.
3. The Application and its related Contribution Data shall not mislead people or misrepresent facts: other Participants should be in a position where they can knowingly understand and decide what they want to back and contribute to.
4. The current state of things and the intended state of things should be clearly distinguished from one another: the Application and its related Contribution Data should not pretend to have features or specifications that do not yet exist or work.
5. Whenever an Application relies or is based on proprietary Background IPRs and/or aims at being validated as a Project to develop proprietary Foreground IPRs (cf. *infra* 5.3.), this component must be clearly mentioned in the Application and, if any, in the related Contribution Data.

B. Form

1. The Application can only be posted using the features of the Platform provided for this purpose.
2. When you post an Application, you warrant and assume sole responsibility that such Application and its related Contribution Data:
 - a) Comply with 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) Comply with all and any rules governing the Programme (cf. *supra* 1.2.).
3. The Application itself is deemed a Contribution Data.

3.1.3. Review

1. When you post an Application, it is transmitted to us with its related Contribution Data. Your posting of the Application is firm and definitive once confirmed: it cannot be cancelled.
2. Until the Application is published on the publicly accessible spaces of the Platform, you shall provide reasonable and timely cooperation for us to perform the review of the Application and its related Contribution Data.
3. We review your Application 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; it neither entails liability nor consists of any commitment from our part towards you or other Participants in any manner.
4. We may, at our discretion, refuse to publish on, or to remove from publicly accessible spaces of the Platform any Application or related Contribution Data.

3.2. STAGE I.2: BIDDING CONTEST

3.2.1. Competition rules

1. To win the Bidding Contest, an Application must meet the two following criteria:
 - a) the Application has raised at least CHF 5'000 in Pledges;
 - b) the Application is ranked, counting the highest total of aggregated Pledges, within the limited number of winning Application in the ongoing IPL session, if any.
2. The number of winning Applications is limited by the Operator per each Idea-Project Loop (e.g. top 5 for the first session); in such case, the limit number applicable to the ongoing IPL session is indicated in the Onboarding Agreement, announced on the Platform and/or notified per email.
3. If the limit number is not reached in the ongoing IPL session, Applications that have raised with less than CHF 5'000 may qualify at the Operator's discretion.

3.2.2. Backings and Pledges

1. To back an Application, you have to make, using the features of the Platform provided for this purpose, a financial pledge in a defined amount in CHF ("**Pledge**") in support of such Application.
2. Each individual Pledge is capped at the maximal financial amount but you are free to back more than one Application; you are also free to back your own Application with a Pledge.
3. Any Pledge backing an Application is intended to financially support such Application in the event that it is validated as a Project. When you back an Application, you accept, however, that there is no guarantee of any result or any other kind of desirable outcome at any stage.
4. When you make a Pledge to back an Application, you are making a commitment to pay the respective amount of such Pledge to the Operator, should such Application be validated as a Project by winning the Bidding Contest.
5. When you back an Application with a Pledge, you are making a promise to negotiate a contract in good faith, should such Application be validated as a Project by winning the Bidding Contest, with the applicant and all other backers of this Application under the Terms of Service. Under the same conditions, you further are making a commitment to mobilise all necessary resources (time, staff, etc.) to assist the Project in the Feasibility Study (cf. *infra* 4.3.2.).
6. Pledges made using the Platform are firm, definitive and binding; they cannot be withdrawn, reduced or refunded at any stage.
7. If an Application you backed with a Pledge is not validated as a Project once the Bidding Contest is finished, you are released from all corresponding obligations under this section. Should this Application be kept posted on the Platform over the next IPL session (next Call for Ideas), you may back it again with a new Pledge during the next Bidding Contest.

3.3. STAGE I.3: VALIDATION OF PROJECTS

1. Once the Bidding Contest is over, all Participants are notified by the Operator which Applications have won the Bidding Contest under the criteria set out above (cf. supra 3.2.1.1.); the notification validates each winning Application as a “**Project**”.
2. The validation of the Application as a Project allows its respective applicant and backers (together “**Project Stakeholders**”) to join Phase II of the Programme.
3. Once the Application is validated as a Project, any underlying Pledge becomes due (*pro memoria, supra* cf. 3.2.2.6.). Invoices to successful backers are directly notified by us for payment within 10 days.

4. PHASE II: PROJECT

1. Once Applications are validated as Projects, the Operator sends a “**Kick-off Notice**” to the Project Stakeholders, containing *inter alia* contact information of other Project Stakeholders in their respective Project.
2. Only Project Stakeholders are allowed to partake in Phase II. 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.
3. For the purpose of researching whether the Application’s underlying idea has practical potential (cf. *infra* 4.3.1.2.), Project Stakeholders are eligible to form a “**Project Team**” (cf. *infra* 4.2.) and receive funding for the Project in the form of “**Seed Money**” (cf. *infra* 4.2.3.).
4. Once the Feasibility Study is finished, research process and conclusions, regardless of the outcome, are to be reported for open publicisation (cf. *infra* 4.4.).
5. The Operator may propose, for a fee, extra legal or technical counselling by third parties for assisting the Project.

4.2. STAGE II.1: TEAM BUILDING

4.2.1. In general

1. Prior to the Feasibility Study, the Project Stakeholders of each respective Project have to prepare and set up the Project Team.
2. The Operator may suggest additional members or interested third parties whom the Project Stakeholders are free to include in the Project Team by unanimous decision if they want to. The Operator itself cannot be part of the Project Team but may, where appropriate, be invited to play specific custodial roles; such as moderator or conciliator.
3. To set up the Project Team, Project Stakeholders must come to terms with a “**Team Project Agreement**” within one month as of the day of the Kick-off Notice. The Operator may extend this deadline at its discretion if circumstances warrant.
4. The Team Project Agreement is only effective once it is signed by all Project Stakeholders and ratified by the Operator. Should no Team Project Agreement become effective within the time limit, the Project is regarded as aborted (cf. *infra* 4.2.3.3.).
5. To the extent appropriate, the Project Team shall draw inspiration from the values and principles of the Community Manifesto for its project design and/or collaboration as a team.

4.2.2. Team Project Agreement

A. Standard agreement

1. The Operator provides the Project Stakeholders with a template agreement proposing the rights and obligations for the “**Team Members**” and the regime applicable to the Foreground IPRs.
2. Foreground IPRs are placed by default under libre licensing; e.g. CC BY SA 4.0, CERN-OHL-S, AGPLv3, Apache License 2.0, etc.

B. Exception

Project Stakeholders may deviate from the template agreement provided by the Operator but are obliged to comply with the following ground rules:

a) The Terms of Service remain applicable.

Team Members are still Participants to the Programme, in particular with respect to obligations pertaining to Attribution, Confidentiality or Publicisation.

b) Each Team Member must be equally and fairly treated as a Contributor to the team.

e.g. Differentiated treatments 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 rather than an overall output comparison; etc.

Pledges or other forms of financial contributions do not justify differentiated treatments.

c) Each Contributor should come out economically empowered.

If the Project relies on using and/or developing Background IPRs of one of the Team Member, other (contributing) Team Members should be provided, at least, with an equal access to, and a fair use of, such Background IPRs.

If Foregrounds IPRs are (later) developed into a commercial product or service, each Contributor (among the Team Members) should be invited to share the benefits of the commercial development on a reasonable basis; this can include being offered to work on it against payment or sharing in some of the proceeds on a reasonable basis.

4.2.3. Seed Money

1. Each Project is supported receiving “Seed Money” as a combination of the aggregated amount of Pledges collected and the fixed amount of CHF 20'000.
2. Each Project Team designates a single representative responsible for managing the Seed Money for the Project; this individual is granted the authority to withdraw from the Operator the amounts required to finance the Feasibility Study or its preparation.
3. The Operator retains any remaining amount that is not used from the Seed Money at the end of the IPL session. Such remaining amount is either returned to INNOSUISSE or, as the case may be (e.g. due Pledges), reallocated for identical, similar or analogous purposes as those sponsored in or by the Programme.

4.3. STAGE II.2: FEASIBILITY STUDY

4.3.1. In general

1. Once the Team Project Agreement is effective, each Project Team begins the Feasibility Study for a duration of 5 months as of the date of the Kick-off Notice (cf. *supra* 4. par.1.), extensible at the Operator’s discretion.
2. In the Feasibility Study, each Project Team aims at achieving a proof-of-concept to verify and demonstrate the feasibility of the Application’s underlying idea; the Project consists of establishing whether the concept or theory has practical potential.
3. Unless otherwise instructed by the Operator or stipulated by the Team Members, any event, meeting or other form of exchange and discussion intended for the Team Members as part of the Feasibility Study of the Project is deemed to take place in privately accessible spaces under these Terms of Service (cf. *infra* 5.2.2.).

4.3.2. Team Member’s obligations

1. Team Members are bound to the obligations provided by the Team Project Agreement they have concluded, as well as by the Terms of Service as Participants in the Programme. In case of uncertainty or doubt, the latter shall prevail on a suppletive basis.
2. Each Project Team, respectively each individual Team Member, is bound to make every reasonable effort to find a way of bringing the Project to the best possible conclusion; a high standard of effort, honest communication, and a dedication to bringing the Project to fruition is owed.
3. Each Project Team, respectively each individual Team Member, is responsible for duly documenting its research progress during the Feasibility Study to fulfil its reporting obligations under *infra* 4.4.2..
4. Each Project Team, respectively each individual Team Member, commits to communicate to the Operator at all time in good faith while performing the Feasibility Study. Team Members keep the Operator informed in due time whenever the Feasibility Study is likely to encounter any relevant progress or obstruction; aborted and/or alternative courses of development are part of the communication to the Operator if relevant.

4.3.3. Data Room

1. Each Project Team is provided with a “Data Room” on the Platform as an online privately accessible space under these Terms of Service (cf. *infra* 5.2.2.), in which each Team Member may store, publish and share Contribution Data to the attention of other Team Members.
2. The Project Team may make the Data Room a publicly accessible space (cf. *infra* 5.1.2.) by virtue of the Team Project Agreement or by later unanimous decision.

4.4. STAGE II.3: LAUNCHPAD

4.4.1. In general

1. Once the Feasibility Study is finished, research conclusions of each Project Team are communicated to the Operator.
2. On the basis of the research conclusions, the Operator consults, unless already arranged earlier, with each Project Team on possible or expected prospects beyond the Programme.

3. The Operator takes promotional measures to foster public recognition of each Project Team; for commons-based innovation models, the Operator may further contribute to the launch of a community-driven innovation momentum.
4. Each Team Member is responsible for providing reasonable and timely cooperation for the Operator to implement such promotional measures; e.g. participating in a public event or in a promotional video.

4.4.2. Reporting obligation

1. Each Project Team, respectively each individual Team Member, has a reporting obligation on the research process and the research conclusions, which takes the following form (together “Reports”):
 - a) The “**Activity Report**”, which establishes whether the use of the Seed Money was appropriate and whether every reasonable effort was made to bring to the Project to the best possible conclusion. If the Project was aborted or achieved no proof-of-concept, it should further be explained why.
 - b) The “**Research Report**”, which outlines, from the idea to the research conclusions, the innovation course of the Project for other persons to understand it and learn from it; e.g. challenges, errors, breakthrough factors, etc. that the Project Team has faced. Documenting the Research Report with accompanying Contribution Data is advised.
2. The Reports must not contain or be accompanied by unauthorised third-party personal data or Contribution Data previously marked as confidential or secret.
3. If the Reports do not comply with the form or purpose intended and/or are undermined by a lack of legibility and/or consistency, the Operator is entitled to demand that the Reports be redrafted, redacted or otherwise accordingly rectified by the Project Team, respectively each individual Team Member.
4. Should the irregularities not be duly rectified in spite of the Operator’s demand or should the reporting obligation be violated in any other way (e.g. absence of reporting), the Operator is entitled to make the Research Report itself using, regardless of any confidentiality undertaking, any and all Contribution Data that has been accessible to the Operator.
5. To fulfil its reporting obligation, the Project Team, respectively each individual Team Member, is welcome to seek advice and assistance from the Operator.

4.4.3. Publicisation

1. The Reports are intended for open publicisation and promotion; the final form of the Reports is deemed a Contribution Data published in the publicly accessible spaces of the Programme.
2. The Operator is itself responsible for publicising the Reports unless otherwise agreed with the Project Team or the Team Members.
3. Open publicisation of the Reports has no effect on Foreground IPRs unless otherwise decided by the Project Team.

5. OVERLAPPING PROVISIONS

5.1. CONTRIBUTION DATA

5.1.1. In general

1. As part of the Programme, Participants share ideas, know-how, documents, files, information, etc. between them; these are referred to as “**Contribution Data**”.
2. To the extent practicable, Contribution Data should be documented or recorded in a dated, replicable, human-readable, disposable and transferable format.
3. Any Contribution Data released by a Participant in any of the Programme’s publicly or privately accessible spaces belongs to this Participant unless such Contribution Data is already owned by, or fully attributed to, someone else (cf. *infra* 5.4.).
4. As a Participant, you are solely responsible for the Contribution Data you release and warrant that:
 - a) You have right, title, and interest to your Contribution Data and do not infringe or misappropriate IPRs of any third party;
 - b) If the Contribution Data is not (entirely) yours to release, you have obtained all necessary consents, approvals, permissions, licenses 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 under the rules governing the Programme.
 - c) You publish, share and release Contribution Data at your own risk and expense; it is your responsibility to 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 rule governing the Programme 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.

5.1.2. Publicly accessible spaces

1. The Participant that releases Contribution Data in publicly accessible spaces of the Programme, in particular on the Platform, agrees that such Contribution Data is placed under the libre license CC BY SA 4.0 (<https://creativecommons.org/licenses/by-sa/4.0/>).
2. The libre licensing does not affect ownership over the Contribution Data; the Contribution Data belongs to the Participant who has released it unless such Contribution Data is owned by someone else (cf. *infra* 5.4.).
3. The libre licensing does not include:
 - a) Trademarks, brands, logos and similar signs capable of distinguishing someone’s identity, goods or services from someone else’s;
 - b) Background IPRs referred to in the Contribution Data; e.g. if you publish a patent description, the libre licensing only concerns the documentation but no IPRs on such patent itself.

5.2. CONFIDENTIALITY

5.2.1. Participants

1. In the Programme, openness is the rule, secrecy is the exception; confidentiality commitments should be itemised and limited to the essential.
2. You are free to conclude, in any form that you see fit, separate, specific non-disclosure agreements (“NDAs”) with other Participants on specific, identifiable information that is not communicated to any other one. However, NDAs of global, general reach are not admitted.
3. In the Data Room (cf. *supra* 4.3.3.) or in secretive exchanges, confidential or secret information should be marked up in a specific and identifiable way; such as in the file or folder name (e.g. CONFIDENTIAL_technical-engine.pdf).

5.2.2. Privately accessible spaces

1. The Operator may provide the Participants with privately accessible spaces for the circulation of privileged information between them. Such privately accessible spaces may be provided online, *in situ* or even, if applicable, as a defined frame of time (e.g. discussion in a workshop).
2. Spaces only qualify as privately accessible upon the Operator’s instruction or pursuant to these Terms of Service; e.g. you may not assume that a private discussion in a public event qualifies as taking place in a privately accessible space.
3. Any Contribution Data released by a Participant in privately accessible spaces is intended for all other Participants having the same level of private access, regardless of whether or they are present; e.g. all other Team Members in a Team Project workshop.
4. In privately accessible spaces, each Contribution Data is released subject to *bona fides* confidentiality among the Participants concerned. Each Participant concerned is bound to respect such confidentiality.
5. The Operator is entitled to enter and consult privately accessible spaces for supervisory, monitoring and/or advisory purposes in the Programme; e.g. Data Room, workshops in a Project.

5.2.3. Operator’s obligations

1. The Operator is obliged to keep confidential any information to which it has an exclusive or privileged access in the Programme. Any Contribution Data confidential to the Operator is destroyed by it in due course but no later than at the end of the Programme.
2. 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 third party;
 - c) to use the confidential information for the purpose of the Programme.
3. That being the case, the Operator’s confidentiality obligations should not hamper its role as a facilitator and knowledge broker in the Programme; e.g. the Operator may suggest, based on confidential information but without revealing its content, that one Contributor should explore synergies with another Contributor.
4. The Operator is not in charge of enforcing confidentiality obligations between the Participants. However, breach of confidentiality towards other Participants is deemed a infringement to the rules governing the Programme (cf. *infra* 5.5.).

5.3. INTELLECTUAL PROPERTY

5.3.1. Background IPRs

1. Each Participant owns or may own intellectual property rights (“**IPRs**”; such as copyrights, patents, trademarks) or legally protected secrets (“**Secrets**”; such manufacturing, business or trade secrets) developed or reduced to practice before partaking in the Programme; such IPRs and Secrets are together referred to as “**Background IPRs**”.
2. IPRs and Secrets developed or reduced to practice after partaking but before being released in the Programme are also deemed Background IPRs where such IPRs and Secrets are not distinctively derived from another Contributor’s Contribution Data.
3. Each Participant remains the sole owner of all right, title, and interest in and to her or his Background IPRs. Participation in the Programme does neither result nor may be construed as resulting in a transfer or assignment of Background IPRs.
4. Proprietary Background IPRs referred to in Contribution Data should be indicated and marked as such in an identified or clearly identifiable manner (e.g. Patent CH1234567).

5.3.2. Sideground IPRs

1. IPRs and Secrets distinctively derived from another Contributor’s Contribution Data and developed or reduced to practice outside of the Programme is deemed “**Sideground IPRs**”.
2. In supersedence of any rule to the contrary (e.g. libre licencing), Sideground IPRs deriving from a Contributor’s Application cannot be developed, reduced to practice or used without the Contributor’s express consent as long as such Application is kept posted.
3. IPRs and Secrets that distinctively derive from another Contributor’s Contribution Data but developed or reduced to practice in the Programme are subject to co-ownership with such Contributor unless stipulated otherwise.


5.3.3. Foreground IPRs

1. All IPRs and Secrets which are conceived, made, reduced to practice or learned by the Participant as part of the Team Project Agreement in the Programme (“**Foreground IPRs**”) are governed by the specific Team Project Agreement agreed upon by the Team Members.
2. Ground rules thereon must, however, be observed (cf. *supra* 4.2.2., par. B.).

5.3.4. Use & image rights

1. For promotional purposes or in interest of Good Order in the Programme only, the Participant grants, without any compensation, the Operator a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to:
 - a) use the (company) name, images and identification signs associated with the Participant’s Application and/or Contribution Data;
 - b) edit, modify, reformat, excerpt, delete, translate, summarise or publish in a summarised manner the Participant's Contribution Data.

5.4. ATTRIBUTION

1. Any individual who distinctively contributes to an ideation or a project deserves appropriate name recognition for his or her contribution; this process is referred to as “attribution” or “credentialisation”, or just common-sense gratitude!
2. The Participant who distinctively contributed to an ideation or a project during the Programme is referred to as a “**Contributor**”. If the Participant is a legal entity, the Contributor for the purpose of attribution shall primarily be the individual contributing on behalf of such legal entity.
3. Whenever research results – such as Foreground IPRs – or new Contribution Data are derived or inferred from another Contributor’s idea (e.g. substantive Contribution Data), such Contributor must be given credit to in any derivate Contribution Data or Foreground IPRs.
4. For the purpose of attribution, every Contributor’s share is considered equal. Non-individual contributors, such as companies or public institutions, may be mentioned in addition to the Contributor’s attribution, e.g.:  Jean TROUVETOU (INNO GmbH); BY: Jean TROUVETOU

5. Attribution or other form of credentialisation does not result *eo ipso* in a transfer or assignment of IPRs or any other form of exclusivity on the Contribution Data or its derivatives to the attributed Contributor.

5.5. AEGIS, RESTRICTIONS & SANCTION

1. To the extent practicable and reasonable, the Operator contributes to setting up framework conditions conducive to open communication and mutual trust to ensure that misunderstandings, disagreements and other forms of discords are resolved in a spirit of goodwill.
2. For the sake of Good Order (cf. *supra* 1.1.3.), the Operator is, in limited circumstances, entitled 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. The Operator reserves the right, in its sole discretion, to cancel, modify or suspend access to 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.
3. The Operator reserves the right, in its sole discretion, to suspend or exclude any Participant - respectively to suspend or cancel the Participant's Account - as well as to reject, suspend, disqualify, cancel or interrupt any Application or Project relating to the Participant in case that such Participant:
 - a) tampers or attempts to tamper with the process of operation of the Programme or the IPL session at any time;
 - b) acts in violation of the Terms of Service or of any other rule governing the Programme; and/or;
 - c) behaves inappropriately, unsportsmanlike manner and contrary to the interest of the Good Order in the IPL session or in the Programme.
4. Should severe or recurring irregularities, violations or interferences to the Terms of Service and/or to the Good Order of the Programme be observed, the Operator is entitled to make public statements about the Participant's failure to comply or lack of respect; infringements to rules governing Attribution, Confidentiality or Intellectual Property are assessed with particular severity.
5. Any other claim provided by law is reserved.
6. The Operator is not liable for any damages or any form of compensation as a result of any of the actions provided under this section.

6. MISCELLANEOUS

1. **Independent Parties.** The Operator is an independent contractor but not an agent of yours in the performance of the Terms of Service. The Terms of Service shall not be interpreted as facts or evidence of an association, joint venture or partnership.
2. **Severability.** If any portion of the Terms of Service is held invalid or unenforceable, such invalidity or enforceability does not affect the other provisions of these Terms of Service, which remain in full force and effect, and the invalid or unenforceable portion is given effect to the greatest extent possible.
3. **Termination.** The cancellation or deactivation of a Participant's Account on the Platform by either the Operator or by the Participant (cf. *supra* 2.2.2.6.) entails immediate termination of such Participant's participation in the Programme, including any use of the Platform. Provisions regulating Attribution, Confidentiality, Intellectual Property and Publication remain applicable for the whole duration of the Programme, unless otherwise specified.
4. **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.

5. **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.
6. **Limitation of Liability.** The Programme, including the Platform, is made available to you *ex gratia* and on a best effort 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.
7. **Force majeure.** The Operator is not liable for any delay or failure to perform as required by the Terms of Service because of any cause or condition beyond the Operator's reasonable control.
8. **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.
9. **Governing law.** The Terms of Service and any dispute or claim arising out of or in connection with the Terms of Service or any other rule governing the Programme, shall be governed by, construed and interpreted in accordance with the laws of Switzerland, excluding conflict of law provisions.
10. **Dispute resolution.** Any dispute, controversy or claim arising out of, or in relation to, the Terms of Service or any other rule governing the Programme shall be submitted to the Swiss Chambers' Arbitration Institution and be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Berne, Switzerland. The arbitral proceedings shall be conducted in English.

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