

# TERMS OF SERVICE | MICROTECH BOOSTER

Publication: 23/12/2021 (v1.0)

Available in its latest applicable version at: <https://microtechbooster.swiss/legal>

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## 1. SCOPE

### 1.1. Between you and us

- §1 Context. MICROTECH BOOSTER is an open innovation programme (“**Programme**”) implementing the National Thematic Network (**NTN**) Innovation Boosters powered by Innosuisse in the field of Swiss microtechnology (“**Microtech**” or “**Expertise Domain**”).
- §2 Parties. “**You**”, “**yours**” or “**your**” hereafter refers to any “**Participant**” in the Programme (§86); you are contracting with ARCM (“**Operator**”, “**we**”, “**us**” or “**our**”).
- §3 Operator. The Programme is operated, *ex gratia* and on a best effort basis, under our aegis as a:
- (a) *coordinator*. We take care of routine administrative processes in the Programme (e.g. registration, schedule, event organisation...) and ensure funding allocation across ideas and projects.
  - (b) *facilitator*. We contribute to setting up framework conditions conducive to open communication and mutual trust; we strive to make participation, collaboration & contribution smooth, easy and enjoyable for and between all Participants. For any queries or thanks, please reach out to us.
  - (c) *knowledge broker*. We strive to set Participants on an even ground as to the level of information and practical knowledge required to enjoy the Programme. We stimulate constructive, enabling exchanges between the Participants as well as with external experts or other inspiring third parties.
  - (d) *gatekeeper*. We encourage and supervise that the Participants play by the rules and behave in a way that is compatible with the open, collaborative, social dynamics of the Programme.
- §4 Agencies. To act in these capacities, you authorise us to use subcontractors, agents or other entrusted third parties subject to no lesser obligations than those which we have towards you.
- §5 Communications. Any formal query or notification to us shall be made using the contact information in the header of these Terms of Service or, if any, through specific features on the Platform (§7) dedicated to this purpose.

### 1.2. About this Programme

- §6 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**”.
- §7 Location. The Programme is serviced to you through our interactive website, <https://microtech-booster.swiss> (“**Platform**”); events and meetings in venues may also take place.
- §8 Participation. Participating in the Programme is contingent to duly holding an active account on the Platform; you need to meet the eligibility requirements and become a user of the Platform (Section 3).
- §9 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 Programme Rules (cf. Section 1.2) at all times.
- §10 Content. The Programme is an open innovation framework to enhance inventiveness, creativity and collective intelligence in order to bring about and experiment new, heterodox ideas within a community or team of individuals from all walks of life; for an overview, please read page 4.
- §11 Purpose. The Programme is designed to service you in a manifold purpose:
- (a) to bring together professionals, academics and enthusiasts in your Expertise Domain (§1) and provide them with framework conditions enabling mutual trust, original knowledge exchanges as well as fair & open collaboration;

- (b) to stimulate research and development for practical application in 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.
- §12 Beyond the Programme. As a larger purpose, we would like to contribute to the stimulation of a thriving, forward-looking and ecosystemic vision of business and innovation with all good-willed members of the Microtech community in Switzerland; a vision which is notably embodied in the Community Manifesto for Open Innovation.

### 1.3. About these Programme Rules

- §13 Integral contract. The Programme is exclusively serviced to you and all other Participants by adhering to the “**Programme Rules**”, which are composed of the following documents as an integral contract:
- (a) these Terms of Service;
  - (b) the Community Manifesto for Open Innovation;
  - (c) the Onboarding Agreement;
  - (d) the Privacy Policy;
  - (e) the Code of Conduct;
  - (f) any specific policy issued by the Operator (§117);
  - (g) a drop of common sense and playfulness!
- §14 Consultability. The Programme Rules are available online at any time in their latest version:  
<https://microtechbooster.swiss/legal>
- §15 Ethos. The Code of Conduct and the Community Manifesto for Open Innovation serve as *boni viri* interpretative basis for assessing any situation or interpreting any provision or policy set out in the Programme Rules.
- §16 Modifications. The Operator reserves the right to alter, revise and/or modify the Programmes Rules in part or full, except the Community Manifesto for Open Innovation, at any time by making a public announcement on the Platform or by notification per email; the Operator may also issue specific policies under §117 if the running of the Programme so requires. Any change takes effect immediately upon being published on the Platform or notified per email. If you continue to access and use the Platform or to partake in the Programme once changes are published or notified, you are deemed to have accepted such changes. If you do not accept any changes, you must immediately delete your account from the Platform and stop partaking in the Programme (§128).
- §17 Notion. Under the Programme Rules, the rights & obligations of a “**Team**” (cf. Sections 2.4 *et seq.*) refers to the rights & obligations of each individual Programme’s Participant in such Team.
- §18 Additional content. For more formalities regarding the Programme Rules, please refer to Section 8

## 2. IDEA-PROJECT LOOP SESSIONS

### OVERVIEW OF A STANDARD IPL SESSION

The Programme is divided into several sessions, individually referred as an “**Idea-Project Loop**” or “**IPL session**”; any IPL session is accessible to all Participants as long as they comply with the Programme Rules. Each Idea-Project Loop is a single two-phase incubation session consisting of three stages per each phase:

**PHASE I: IDEATION** (challenge your ideas) Phase I aims at 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.** Once conceived or elaborated, ideas are posted on the contributive space of the Platform in the form of a Proposition; the Proposition is presented to, and commented by, other Participants registered in the Programme.

**STAGE I.2: BIDDING CONTEST.** Once the Call for Ideas is over, the remaining Propositions are subject to a competition; each Participant is entitled to make a bid (Pledge) to back any Proposition 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.** Propositions with the highest bids (total aggregated Pledges) are declared winners and selected for Phase II; the Operator may limit the total number of selected Propositions per each session.

**PHASE II: PROJECT-MAKING** (work as a team) Phase II aims at setting up the Teams to verify and demonstrate whether their selected Propositions have practical application (Projects); each Project is funded by the Operator’s Seed Money combined with the total amount of Pledges collected. Phase II is reserved to Participants (either as applicants or backers) whose Proposition(s) has won the Bidding Contest and been validated by the Operator; it consists of 3 stages and has an estimated duration of 6 months, extensible at the Operator’s discretion:

**STAGE II.1: TEAM BUILDING.** Successful applicants, backers and, possibly, new incomers prepare their respective Project(s) (budget, targets, working groups, contracts, etc.); the members of each Team must agree upon their own terms of collaboration.

**STAGE II.2: FEASIBILITY STUDY.** For the purpose of pursuing their Project, each constituted Team is granted a financial contribution as well as an access to a private workspace on the Platform (Data Room). Let’s see whether your concept or theory has practical potential!

**STAGE II.3: LAUNCHPAD.** For research purposes at least, the general conclusions & processes of the Project are reported and made public. For commons-based innovation Projects, a publication on a Contributive Forge may be organised 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 Participants or third-party partners, by yourself, driven by community or not at all.

## **PHASE I: IDEATION**

- §19 During Phase I, contributive spaces are available on the Platform for the Participants to share and discuss ideas and information (“**Contribution Data**”); privative spaces may also sometimes be made available for the same purpose (cf. Section 4.1).
- §20 Should you want to develop with other Participants an innovative idea, you are eligible to post a “**Proposition**” (cf. Section **Erreur ! Source du renvoi introuvable.**), to make a “**Pledge**” (cf. Section 2.2.2) to support a Proposition or both. If a Proposition receives enough Pledges, such Proposition may win the “**Bidding Contest**” (Section 2.2) and be validated as a “**Project**” (§48) for the next Phase of the IPL session (pages 7 *et seq.*).
- §21 When you post a Proposition on the Platform, you are deemed the applicant of such Proposition. When you back another Participant’s Proposition with a Pledge, you are deemed a backer of such Proposition.

### **2.1. STAGE I.1: CALL FOR IDEAS**

- §22 Each Participant may post more than one innovative idea in the form of a Proposition but each Proposition should only contain one (main) innovation idea.
- §23 When you post a Proposition, you are making a promise to negotiate a contract in good faith under these Terms of Service with any other Participant that would back your Proposition during the Bidding Contest.
- §24 You may withdraw your Proposition at any time; withdrawing your Proposition has, however, no effect on Contribution Data that was already released or published (cf. Section 4).
- §25 Any Proposition may be kept posted on the Platform even if it is not validated as a Project; in such case, the Proposition will be eligible for validation at the next IPL session if any.
- §26 Pursuant to our function as a facilitator and knowledge broker in the Programme (§3) and to the Programme’s purpose (§11), we are entitled to share personal contact information from one Participant to another Participant.

#### **2.1.1. Content of a Proposition**

- §27 The Proposition may cover any and all activities of relevance to the Expertise Domain, including peripheral or pre-cursive ones; the Proposition must yet remain consistent with the provisions, purposes and principles of the Programme Rules.
- §28 As much as practicable, the Proposition should present an innovative idea that addresses an identified or identifiable issue or specifically contextualises a defined opportunity for improvement: to be validated as a Project, the Proposition has to show practical potential.
- §29 The Proposition 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. In particular, the current state of things and the intended state of things should be clearly distinguished from one another: the Proposition and its related Contribution Data should not pretend to have features or specifications that do not yet exist or work.
- §30 In case your Proposition is based or relies on proprietary “**Background IPR**” and/or aims at developing proprietary “**Foreground IPR**” (cf. Section 5.1), this proprietary aspect must be reflected in the Proposition; it is, however, neither required nor recommended to include any confidential information in your Proposition.

### **2.1.2. Form of a Proposition**

- §31 The Proposition shall only be posted using the features of the Platform provided for this purpose; any other form of submission is not admitted.
- §32 When you post a Proposition, you warrant and assume sole responsibility that such Proposition and its related Contribution Data comply with:
- (a) all applicable laws, including copyright and trademark laws, antitrust and competition laws, export control laws, data protection laws, or other laws in any applicable jurisdiction, and shall not conflict with any agreement that you have signed with any third party;
  - (b) the Programme Rules (cf. Section 1.3).
- §33 The Proposition itself is deemed a Contribution Data published on the contributive space of the Platform under the Programme Rules.

### **2.1.3. Review of a Proposition**

- §34 When you post a Proposition, such Proposition is transmitted to us with its related Contribution Data: your posting of the Proposition is firm and definitive once confirmed: it cannot be cancelled.
- §35 Until the Proposition is published on the contributive space of the Platform, you shall provide reasonable and timely cooperation for us to perform the review of the Proposition and its related Contribution Data.
- §36 We review your Proposition and its related Contribution Data in a cursory manner and for the sole purpose of facilitating the running of the Programme; you understand that our review is only supportive of the informational legibility & consistency on the Platform; it neither entails liability nor consists of any commitment from our part towards you or other Participants in any manner.
- §37 At our discretion, we are entitled to refuse to publish on, or to remove from, the Platform any Proposition or related Contribution Data.
- §38 At any phase or stage, the Operator is bound by its confidentiality commitments under Section 4.2

## **2.2. STAGE I.2: BIDDING CONTEST**

### **2.2.1. Competition rules**

- §39 To win the Bidding Contest, a Proposition must meet the two following criteria:
- (a) the Proposition is backed, in aggregated Pledges, at the minimal threshold amount (e.g. CHF 5'000 per Proposition) applicable in the ongoing IPL session;
  - (b) the Proposition is ranked, assessing the highest amounts of aggregated Pledges for each Proposition, within the limit number of winning Propositions admissible for the ongoing IPL session (e.g. top 5 only).
- §40 For each IPL session, the Operator determines the minimal threshold amount in aggregated Pledges as well as the limit number of winning Propositions admissible.

### **2.2.2. Pledges and backings**

- §41 To back a Proposition, you must use the features of the Platform to make a financial pledge in a defined amount in CHF in support of such Proposition ("**Pledge**").
- §42 Each individual Pledge is capped at the maximal amount but you are free to back more than one Proposition; you are also entitled to back your own Proposition with a Pledge.

- §43 Any Pledge backing a Proposition is intended to financially support such Proposition in the event that it wins the Bidding Contest and is validated as a Project; each Participant backing a Proposition is deemed a backer of such Proposition.
- §44 When you make a Pledge to back a Proposition, you are making a commitment to pay the corresponding amount of such Pledge to the Operator in the event that the Proposition wins the Bidding Contest and is validated as a Project. You accept, however, that there is no guarantee of any result or any other kind of desirable outcome at any stage
- §45 When you back a Proposition with a Pledge, you are making a promise to negotiate a contract in good faith, should such Proposition win the Bidding Contest and be validated as a Project, with the applicant and all other actual or future backers of this Proposition under these Terms of Service. Under the same conditions, you further are making a commitment to mobilise all reasonable and necessary resources (time, staff, etc.) to assist the Project in the **“Feasibility Study”** (cf. Section 2.5).
- §46 Pledges made on the Platform are firm, definitive and binding: they cannot be withdrawn, reduced or refunded at any stage.
- §47 In the event that the Proposition you have backed does not win the Bidding Contest or is not validated as a Project, you are released from all corresponding commitments under this Section.

### **2.3. STAGE I.3: VALIDATION OF PROJECTS**

- §48 Once the Bidding Contest is over, the Operator notifies to all Participants which Propositions have won the Bidding Contest; each winning Proposition is thus validated as a Project. Contact information on the applicant(s) and backer(s) within the same Project (**“Project Stakeholders”**; cf. also §21) is shared to them by the Operator.
- §49 Once a Proposition is validated as a Project, any associated Pledge becomes due; the Operator notifies invoices to successful backers for payment within 10 days.
- §50 Only Project Stakeholders are allowed to partake in the next phase (Phase II) of the IPL session. Participants that are not Project Stakeholders may nonetheless:
- (a) ask the Operator, with no guarantee of outcome, to participate in one of the Projects;
  - (b) partake, if any, in open, public events and/or workshops during Phase II;
  - (c) participate in Phase I of any next IPL session.

### **PHASE II: PROJECT-MAKING**

- §51 The Operator sends a **“Kick-off Notice”** to the Project Stakeholders: the time has come to verify and demonstrate whether the Proposition underlying the Project has practical potential.
- §52 The Project Stakeholders are eligible to form a **“Team”** (Section 2.4), then to receive a financial support to pursue the Project in the form of **“Seed Money”** (Section 2.4.2).
- §53 Once the Feasibility Study is finished, a **“Project Report”** (Section 2.6.1) is to be established, regardless of the outcome of the Project.
- §54 Unless otherwise agreed upon by the Project Stakeholders or **“Members”** (§55), or unless otherwise provided under the Programme Rules or instructed by the Operator, any event, meeting or other form of exchange and discussion in Phase II is deemed to take place in private spaces under the Programme Rules (Section 4.1)

## 2.4. STAGE II.1: TEAM BUILDING

- §55 Prior to the Feasibility Study, the Project Stakeholders of each respective Project shall prepare and constitute the Team in which they would become a Member. It is recommended yet not mandatory that each Team be composed of a mixture of Members between for-profit and non-profit individuals or/and organisations.
- §56 For the composition of the Team, the Operator may suggest additional interested third parties, including other Participants; the Project Stakeholders are free to include them in the Team by unanimous decision if they want to. Conversely, should circumstances warrant (e.g. conflict of interests, personal incompatibilities, etc.), the Operator is entitled to release any backer from its commitments under Section 2.2.2; such backer is no longer deemed a Project Stakeholder.
- §57 To constitute their Team, the Project Stakeholders shall agree upon the terms of their mutual collaboration ("**Team Rules**") within one month as of the day of the Kick-off Notice; the Operator may extend this period at its discretion if circumstances warrant.
- §58 Once agreed upon, the Team Rules shall be transmitted to the Operator for ratification. Should no agreement be reached in due time, the Project is regarded as aborted.
- §59 The Operator itself cannot be a Member to any Team ; the Project Stakeholders may, however, accommodate specific custodial roles for the Operator within a Team (e.g. moderator or conciliator).
- §60 To the extent appropriate, the Team should draw inspiration from the values and principles of the Community Manifesto for Open Innovation in the project design and/or collaboration spirit as a Team.

### 2.4.1. Team Rules

- §61 The Team Rules are agreed upon, in any form, as a separate, *inter partes* agreement between the Project Stakeholders / Members for the purpose of collaboratively pursuing their Project. The Team Rules are subject to no particular form or content but should remain consistent, in spirit and practice, with the Programme Rules.
- §62 To facilitate the building of the Teams, the Operator provides templated contractual documents which the Project Stakeholders are free to use or to adapt to establish their Team Rules.
- §63 Should the Project Stakeholders decide to deviate from or not to use the templated contractual documents, they ought to comply with the following ground rules:
- (a) The Programme Rules remain applicable and shall not be contradicted.  
*Members of the Team are still Participants to the Programme, in particular with respect to obligations pertaining to the Project Report (Section 2.6.1), Confidentiality (Section 4) or Credentialisation (Section 6).*
- (b) Each Member must be equally and fairly treated as a contributor to the Team.  
*Examples: differentiated treatments within the Team should only be admissible where based on individual merits; differentiated treatments based on respective efforts towards the Project completion should, where reasonable and appropriate, relate to individual capacities and efforts rather than an overall output comparison; etc.*  
*Pledges or other forms of financial contributions do not justify differentiated treatments.*
- (c) Predatory behaviours are not allowed: any Member contributing to the Project should come out economically empowered (meritocracy).

*In the event that the results of the Project rely on using and/or developing items of a Team Member's Background IPR, other (contributing) Team Members should be provided, at least, with an equal access to, and a fair use of, such Background IPR.*

*If Results subject to Foreground IPR are (later) developed into a commercial product or service, each contributing Member 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.*

#### **2.4.2. Seed Money**

- §64 Each Team is entitled, once its Team Rules are ratified by the Operator (§58), for the grant of a financial support in form of the Seed Money as a combination of the aggregated amount of Pledges collected and a fixed amount of CHF 20'000.
- §65 The granting of the Seed Money by the Operator is only purposed to support the Project during the Feasibility Study or, if the Operator allows, an earlier preparation of the Project as part of the Programme; any unused amount at the end of the Feasibility Study stays by, or must be refunded by the Operator.
- §66 Each Team shall appoint a natural person as its contact person responsible for the Seed Money's reception and management.

#### **2.5. STAGE II.2: FEASIBILITY STUDY**

- §67 In the Feasibility Study, each Team aims at achieving a proof-of-concept to verify and demonstrate the feasibility of the Project's underlying Proposition; it consists of establishing whether the concept or theory has practical potential.
- §68 The beginning, the duration and the end of the Feasibility Study are instructed by the Operator and may be extended at its discretion. Unless specified otherwise, the Feasibility Study starts once the Operator has ratified the Team Rules and the Team Rules expire *ipso iure* once the Feasibility Study ends.

##### **2.5.1. Commitments of a Participant in a Team**

- §69 Each Team 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.
- §70 Each Team is responsible for duly documenting the progress of the Project during the Feasibility Study in order to fulfil its reporting obligation under Section 2.6.1
- §71 Each Team commits to communicate to the Operator at all time in good faith on the state of the Team and of the Project. Each Team keeps the Operator informed in due time whenever the Project 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.

##### **2.5.2. Data Room**

- §72 To each Team, the Operator provides a digital private space on the Platform as a "**Data Room**" by default; each Member of the Team may therein store, publish and share Contribution Data to the attention of other Members of its Team.
- §73 Any Team may, by virtue of its Team Rules or by ulterior unanimous decision of its Members, use the Data Room as a contributive space (Section 4.1).

## **2.6. STAGE II.3: LAUNCHPAD**

- §74 Once the Feasibility Study is finished, each Team communicates the outcome and conclusions of its Project to the Operator and consults with it on possible or expected prospects beyond the Programme.
- §75 The Operator may take promotional measures to foster public recognition on each Project; for commons-based Projects, the Operator may further assist in launching a community-driven innovation momentum on a Contributive Forge.

### **2.6.1. Project Report**

- §76 Each Team has a reporting obligation towards the Operator on the Project's general activities, processes and conclusions in the form of a **"Project Report"**.
- §77 The Project Report shall establish 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. Furthermore, the Project Report shall outline in general terms the innovation course of the Project, from the Proposition's initial idea to the conclusions of the Feasibility Study (e.g. purposes, challenges, errors, breakthrough factors, outcomes).
- §78 The Project Report shall not contain or be accompanied by unauthorised third-party personal data or Contribution Data previously marked as confidential or secret.
- §79 If the Project Report does not comply with the form or purpose intended and/or is undermined by a lack of legibility and/or consistency, the Operator is entitled to demand that the Project Report be redrafted, redacted or otherwise duly rectified by the Team.
- §80 Should the irregularities or inconsistencies 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 use any and all Contribution Data accessible to it as the Project Report, notwithstanding any confidentiality commitments.
- §81 To fulfil its reporting obligation, the Team may seek advice and guidance from the Operator.

### **2.6.2. Publicity on a Project**

- §82 Based on the Project Report, each Project, regardless of its outcome, may be promoted by the Operator as part of the Programme.
- §83 Each Participant 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).

## **OVERLAPPING PROVISIONS**

### **3. ELIGIBILITY**

#### **3.1. Criteria**

- §84 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. Alternatively, if you do not meet this nationality or domicile criteria, you must instead be able to demonstrate that your participation in the Programme aims at adding socio-economic value in or for Switzerland.
- (d) you have not been previously suspended, restricted or removed from accessing or using Platform or partaking in the Programme;
- (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 for Open Innovation.

§85 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 Programme Rules; as the project manager in the Programme, your personal name is mentioned in representation of such legal entity.

### 3.2. Registration

§86 To partake in the Programme, you must register an Account using our Platform: <https://platform.micro-techbooster.swiss/register>.

§87 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 other Programme Rules; and
- (c) adhering in good faith to the Community Manifesto for Open Innovation.

§88 The Account is only active upon confirmation by 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.

§89 We may, at our discretion, reject or revoke any Account registration.

§90 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.

§91 You may terminate your Participation in the Programme at any time for any reason by cancelling or deactivating your Account on the Platform (§128).

### 4. CONTRIBUTION DATA; OPENNESS & CONFIDENTIALITY

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

§93 As part of the Programme, Participants share ideas, know-how, documents, files, information, etc. between them; these are referred to as “**Contribution Data**”. Any Contribution Data should, as much

as practicable, be documented or recorded in a dated, replicable, human-readable, disposable and transferable format.

- §94 Any Contribution Data released by a Participant belongs to this Participant unless such Contribution Data is already owned by, or is to be fully given credit to, someone else (cf. Section 6).
- §95 As a Participant, you are solely responsible for any Contribution Data you release, thus you warrant that:
- (a) you have right, title, and interest to your Contribution Data and neither infringe nor misappropriate Intellectual Property Rights of any third party, including another Participant;
  - (b) should the Contribution Data not (entirely) be yours to release, you have obtained all necessary consents, approvals, permissions, 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 by the Programme Rules.
  - (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 part of the Programme Rules or any applicable law, in particular country-specific regulations and laws that apply to you;
  - (e) your Contribution Data is free of viruses, worms, malware, Trojan horses or any other contaminating or destructive features.
- §96 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 disclosed to any other one(s); NDAs of global, general reach are, however, not admissible.
- §97 It is recommended that any Contribution Data which entail a Confidential Information or a Secret be labelled as such in a specific and identifiable way; e.g. in the file or folder name (e.g. CONFIDENTIAL\_amazing-pyrotechnical-engine.pdf).

#### **4.1. Contributive & privative spaces**

- §98 The Programme may take place sometimes:
- (a) in contributive spaces, i.e. digital or physical locations which are accessible or open indiscriminately to any other Participant;
  - (b) in privative spaces, i.e. digital or physical locations which are accessible or permitted only to a restrictive number of Participants for the circulation, either in situ or during a defined frame of time, of privileged information.
- §99 In a contributive space, each Participant agrees that the Contribution Data released (e.g. a Proposition posted on the Platform) are placed, as much as applicable, under the Libre License CC BY SA 4.0<sup>1</sup>.
- §100 The libre licensing neither affects ownership over the Contribution Data nor include:
- (a) trademarks, brands, logos and similar signs capable of distinguishing someone’s identity, goods or services from someone else’s;

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1 <https://creativecommons.org/licenses/by-sa/4.0/>

(b) proprietary Background IPR referred to in the Contribution Data (e.g. if you publish a patent description in your Proposition, the libre licensing only concerns the documentation, not any IPR on the patent itself).

§101 In a privative space, each Participant agrees that any Contribution Data released (e.g. in a Project workshop) is:

- (a) intended for all other Participants having the same level of privileged access (e.g. all other Members of the Team), regardless of whether they are present or not;
- (b) subject to confidentiality commitments in *arbitrium boni viri* by each Participant;
- (c) prohibited from being used to develop or reduce to practice Intellectual Property Rights outside of the Programme without the express consent of the released Contribution Data's owner.

§102 In the Programme, spaces are only deemed privative upon the Operator's instruction or pursuant to the Programme Rules.

§103 In any event, the Operator is entitled to enter and consult privative spaces for supervisory, monitoring and/or advisory purposes in the Programme.

## 4.2. Operator's confidentiality commitments

§104 The Operator commits 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.

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

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

§106 That being the case, the Operator's confidentiality obligations should not hamper its role as a facilitator and knowledge broker in the Programme.

*Example: the Operator may suggest, based on confidential information but without revealing its content, that one Participant should explore synergies with another Participant.*

§107 For the avoidance of doubt, the Operator is not responsible for enforcing confidentiality commitments between the Participants. However, breach of confidentiality towards other Participants may be a infringement to the Programme Rules (§121).

## 5. INTELLECTUAL PROPERTY RIGHTS

### 5.1. Background IPR, Foreground IPR

§108 Each Participant owns or may own Intellectual Property Rights ("**IPR**"; such as copyrights, patents, trademarks) or legally protected secrets ("**Secrets**"; such manufacturing, business or trade secrets) which were developed or reduced to practice before partaking or outside of the Programme ("**Background IPR**").

§109 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.

§110 Proprietary Background IPR referred to in Contribution Data should, as much as practicable, be indicated and marked as such in an identified or clearly identifiable manner (e.g. Patent CH1234567).

§111 Any and all Intellectual Property Rights and Secrets on the Results which are conceived, made, reduced to practice or learned by the Participant as part of the Project during the Feasibility Study (“**Foreground IPR**”) are governed by the specific Team Rules agreed upon by the Members of the Team.

## 5.2. Image rights

§112 Each Participant grants the Operator a non-exclusive, worldwide, royalty-free right to use its (corporate) name, images and identification signs, for promotional purposes only.

§113 Any Participant may opt out of such right by notifying the Operator.

## 6. CREDENTIALISATION (PRINCIPLE OF GRATITUDE )

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

*Example: “Credit to: Jeanne TROUVETOU (Société générale d’inventivité GmbH)”*

§115 For the purpose of credentialisation, every Contributor’s share is considered equal.

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

## 7. AEGIS; STEWARDSHIP & RETRIBUTION

§117 Prerogatives. Pursuant to §3, the Operator is entitled *ad hoc* to take measures or edict policies to ensure that the Programme is carried out according to its purpose (§11). In the same manner, the Operator is conferred with the prerogatives specifically provided under this Section.<sup>2</sup>

§118 Good faith & good will. As much as practicable and reasonable, the Operator strives to ensure that misunderstandings, disagreements and other forms of discords in the course of the Programme be resolved in good faith, with good will and in a spirit of fairness towards each other Participant; the Operator expects Participants to behave in the same manner.

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

§120 Securing the Platform. The Operator is entitled, in its sole discretion, to cancel, modify or suspend the access to or the availability of the Platform should a virus, bug, unauthorized intervention or other causes beyond the Operator’s control, corrupt, threaten the administration, security or proper running of the Platform.

§121 Good order. The Operator is entitled, in its sole discretion, to suspend or exclude any Participant – respectively to suspend or cancel any Participant’s Account – as well as to reject, suspend, disqualify, cancel or interrupt any Proposition or Project relating to any Participant in case that such Participant (“**Defaulting Participant**”):

- (a) tampers or attempts to tamper with the purpose or operation of the Programme;
- (b) acts in violation of the Programme Rules; and/or

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<sup>2</sup> Agreements and arrangements between the Participants (*inter partes*), in particular the Team Rules (Section 2.4.1), are not subject *per se* to the Operator’s aegis or the Programme Rules.

(c) behaves in an unsportsmanlike, unfair manner or otherwise contrary to the good order of the Programme, in particular for other Participants.

§122 Public statement in severe or recurring cases. In the event that the conduct of the Defaulting Participant appears dishonest, tortious, damageable or otherwise malignant or severe, the Operator may issue a warning and summon the Defaulting Participant for a hearing. Should no remedial measures be taken by the Defaulting Participant as a result of this hearing, or should the Defaulting Participant not appear when summoned, the Operator is entitled to make a public statement about the Participant's failure to comply with the Programme Rules. The Operator may, if circumstances warrant, grant a period of grace or summon the Defaulting Participant again.

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

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

## **8. MISCELLANEOUS**

§125 Primacy. The Programme Rules supersede all prior written or oral agreements between you and us and cannot be assigned, transferred or sublicensed without our written consent. No usage of trade or other regular practice or method of dealing between you and us can modify, interpret, supplement, or alter the Programme Rules of Service. Other terms and conditions from you or from any third party that would deviate from or conflict with the Programme Rules do not apply, even where the Operator did not contradict them expressly.

§126 Independent Parties. The Operator is an independent contractor but not an agent of yours in the performance of the Programme; no portion of the Programme Rules shall not be interpreted as facts or evidence of an association, joint venture or partnership. No form of partnership agreement of any kind is established between you, other Participants and/or the Operator on the mere basis of you adhering to the Programme Rules, accessing and using the Platform or partaking in the Programme in general.

§127 Severability. If any portion of the Programme Rules is held invalid or unenforceable, such invalidity or enforceability does not affect the other provisions or other portions of the Programme Rules, which remain in full force and effect, and the invalid or unenforceable portion is given effect to the greatest extent possible.

§128 Termination. The cancellation or deactivation of a Participant's Account on the Platform by either the Operator or by the Participant entails immediate termination of such Participant's participation in the Programme, including any use of the Platform. In any event, provisions on Credentialisation, Confidentiality, Intellectual Property Rights and Pledges remain applicable for the whole duration of the Programme.

§129 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.

§130 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.

- §131 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.
- §132 Force majeure. The Operator is not liable for any delay or failure to perform as required by the Programme Rules because of any cause or condition beyond the Operator's reasonable control.
- §133 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.
- §134 Governing law. The Programme Rules and any dispute or claim arising out of or in connection with the Programme Rules, shall be governed by, construed and interpreted in accordance with the laws of Switzerland, excluding conflict of law provisions.
- §135 Dispute resolution. Any dispute, controversy or claim arising out of, or in relation to, the Programme Rules or any other rule governing the Programme shall be 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 Bern, Switzerland. The arbitral proceedings shall be conducted in English.

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*Acknowledgements for contributing to elaborating these Terms of Service: Quentin L. ADLER, Daniel KRAUS (University of Neuchâtel); Joëlle TOSETTI, Fabian KÄSER (ARCM); Leo EXTER (Hack Belgium).*