



Program conducted by @Agbar and @GELLIFY

Open Innovation: Terms and Conditions of the call

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1. Introduction/Context

Distrito Cambio Climático is an initiative promoted by Comunitat Valenciana Digital District and will be conducted by AGBAR and GELLIFY Iberia (Joint Venture UTE AGBARFY) to create an ecosystem of innovative players in the field of environment and climate change.

The Distrito Climate Change Hub is a collaborative space to promote, stimulate, influence, generate and activate projects and proposals to contribute to environmental sustainability and reduce the impact of climate change.

The initiative of Distrito Digital Climate Change Hub is of special interest in the Region of Valencia, given that technological solutions will be sought in relation to climate change, forest fires, pollution, the sustainability of the sea and rivers in terms of their pollution, as well as for public awareness.

This document contains the terms for participating in the Distrito Climate Change Program in 2021.

2. Objective

The main objective of the "Distrito Cambio Climático's " Open Innovation Program is to generate the most powerful innovation ecosystem in Europe to face climate change and joins efforts to create a more sustainable world.

The aim of the program is to find innovative solutions for the global ecosystem where start-ups and corporations who have declared a climate emergency or made any other kind of commitment to reduce carbon and improve the environment can share information, experience and co-create innovative solutions.

Presentation and definition of the HUB

1. To attract start-ups for their implementation and build a space in which business is generated between corporations and innovative startups.
2. To become a meeting point between private actors and public administration in the field of sustainability and climate change. Generate relationship space capable of bringing together different projects.
3. Promote the competitiveness of companies that are part of the Climate Change HUB with the adoption of innovative technologies for your business and understanding trends in sustainability and climate change
4. Prescribe, promote, and energize ideas, projects, and consensual solutions with the aim of impacting the planning and management of climate change in the ecosystem.
5. Generate knowledge on climate change and sustainability to provide useful information to all actors' participants and society.

6. Be a global initiative and build bridges with other international ecosystems by understanding climate change as a joint action to improve our ecosystem
7. Positioning Distrito Digital as a benchmark in the innovation ecosystem.

During the final phase, a pilot will be developed between the business line responsible for the challenge and the selected solution.

3. Target Audience

The program seeks proposals and solutions that can provide differential value through the application of innovation, technology or new business models that respond partially and fully to any of the challenges that have been defined for the program.

This program is aimed for:

- **START-UPS**

Start-ups in a growth stage with a defined functional product and validated technology and with a solid work team, that have a real interest in expanding their business internationally and setting up and paying the costs of an office in the Comunidad Valenciana Digital District. Start-ups working in environmental sustainability with an innovative idea related to climate change.

- **CORPORATIONS WITH ENVIRONMENTAL CHALLENGES**

Corporations that are using Open innovation in their relations with external players (universities, start-ups, research centres, other companies in the same or a different sector, etc.) to promote collaboration and idea-sharing. These innovative corporations are willing to solve sustainable challenges.

- **PUBLIC ADMINISTRATION WORKING IN ENVIRONMENTAL SUSTAINABILITY**

Governments play a key role in achieving the development goals and targets through, for instance, setting and implementing water quality policy frameworks and standards, and regulating the discharge of pollutants into the environment, and wastewater management, recycling, and reuse.

4. Participation Requirements

The Distrito Cambio Climático Program is aimed toward any innovative ecosystem agent that can provide a partial or complete solution in any of the areas in which Distrito Cambio Climático has a specific challenge.

The participants must propose solutions to the defined challenges. The solutions must be able to be implemented and subsequently tested in

collaborative projects with Distrito Cambio Climático.

Projects that meet the following requirements may participate in the selection process of the Distrito Cambio Climático's open innovation program:

- Projects and solutions to challenges must be original. The plagiarism of a project will mean the immediate expulsion of the participant in the selection process and the inability of reappearing in the future.
- To be an agent of the innovative ecosystem that identifies with what is specified in pt. 3 "Target Audience".
- The participant must have the legal capacity to assume the obligations arising from these bases.
- All participants must not have a criminal record, as well as no tax and Social Security debts. The Distrito Climate Change Hub may at any time require the accreditation of the following by means of the corresponding certificates issued by public bodies or appropriate authorities.
- Distrito Digital Comunitat Valenciana reserves the right to exclude any applicant from participation in the program.

5. Applying for Participation

To participate in the program, it is necessary to complete the application form by registering and sending information through the online form available on Distrito Cambio Climático's website [www.districtocambioclimatico.com].

Applications attempted or received after the deadline of the admission detailed below will not be assessed for participation in the program.

6. The Program

The Distrito Cambio Climático Program seeks to identify and/or co-create innovative solutions that help solve the challenges defined by Distrito Digital Comunitat Valenciana.

a. Challenges identified for the 2021 edition of the Program

1. Territorial Resilience:
 1. Prevention and mitigation of extreme events
 2. Resilient cities and infrastructures
2. Sustainable and green Cities
 1. Air Quality
 2. Smart Mobility
 3. Green areas
 4. Citizen's awareness
3. Sustainable resources management
 1. Circular Economy
 2. Energy efficiency
 3. Water & Waste treatment and management

4. Digitalization of operations
5. Environmental footprints
6. Ag-tech
7. Forestech

b. Program Description

1. On September 22, Distrito Digital Comunitat Valenciana launched the 2021 Distrito Cambio Climático open call for start-ups, corporates, administrators, and governments to participate. They will send their proposals as a solution to one of the challenges that the company faces.
2. Once the call for applications has ended (November 1), the evaluations of the applicants will begin during the months of November and December. Distrito Digital Comunitat Valenciana will pre-select the projects which considers having potential and scalable development possibilities. If no solutions are found for any of the challenges among the proposals received, Distrito Digital Comunitat Valenciana may consider the candidacy for that challenge to be unsuccessful. Similarly, it could consider the incorporation of more than one solution to the same challenge.
3. After the pre-selection, each candidate will be notified and the negotiation process between them and Distrito Digital Comunitat Valenciana will begin. The negotiation will include, on a non-exclusive basis, the following aspects:
 - 1) Mechanism for collaboration between Distrito Digital Comunitat Valenciana and each pre-selected candidate.
 - 2) Participation in the economic benefit derived from the Climate Change Project.
 - 3) Attribution of intellectual and industrial property, knowledge or any other rights derived from the Climate Change Project.
 - 4) Possible joint participation of several pre-selected candidates, along with Distrito Digital Comunitat Valenciana in the development of their respective Climate Change Projects.
- 5) Mechanism for Distrito Digital Comunitat Valenciana's participation in the possible market launch of new products derived from the Climate Change Project.

Distrito Digital Comunitat Valenciana will be able to negotiate with each of the pre-selected candidates at the same time. During this negotiation phase, Distrito Digital Comunitat Valenciana will be able to promote alignment between all or some of the pre-selected Climate Change Projects and the challenges posed by means of innovation methodologies, generating mixed teams between the innovative agents and Distrito Digital Comunitat Valenciana to promote an in- depth resolution of each challenge.

c. Project evaluation and selection criteria

For the selection of the solutions, the following will be used to evaluate the different candidacies:

- **The solution proposed by the innovative agent has to meet the objectives of the initiative of Distrito Cambio Climático, specifically one of the challenges submitted by corporates or administrations.**
- **Potential impact on the business:** potential scalability of the solution proposed by the innovative agent in Distrito Cambio Climático, time of financial return, development of competitive advantages for the business in the short to medium run (e.g. access to new technologies, access to technical profiles etc.) or feasibility of collaboration.
- **Product/Technology:** Degree of innovation of the product or service in comparison with the state of the sector, degree of maturity, technology employed or scalability potential of the technology within the business (leveraging existing resources, infrastructure, geographies, etc.).
- **Maturity and team of the company:** CV of the participants, degree of maturity of the business (e.g. Alliances and key partners, initial investments, customers, first sales etc.), capital needs, internal organization, and processes.
- **Experience working with partners:** Development experiences (e.g. collaboration with universities, companies etc.), experience as a supplier (e.g. they have sold consultancy or part of development to a company, experience in understanding external problems / defined by a third party), motivation and interest in collaborating with a corporation.
- **Satisfactory result in the negotiation and team alignment process defined in section b. listed above.**

d. Phases and Calendar

The program will be developed according to the following phases (details on <https://distritocambioclimatico.com/services/>):

- **Registration period:** The registration period started September 22 and will end on November 1, 2021 at 23:59h (GMT + 1).
- **Idea Evaluation:** The evaluation period for projects will run from November 2-15, 2021, on which the projects selected to participate in the Distrito Climate Change Innovation Program will be communicated.
- **Demo day:** The demo day of Distrito Cambio Climático will take place on December 2, 2021. During this day, the selected agents of the innovative ecosystem will present to the directors and teams of the corresponding business units the solutions to the challenges they have worked on.
- **Matchmaking:** December 3- January 15n During this period solutions that have selected with which the projects will be developed jointly, based on the agreed collaboration schemes, a jury made up of executives from The Advisory Committee and the Technical Office in Distrito Cambio Climático will choose the most attractive project/s as the winner/s.
- **Start-up pilot program presentation:** January 2022

e. Payment of 12% to SPTCV in case of benefit

A payment of 12% will be required from the benefits of future projects obtained from the Distrito Cambio Climático program.

Distrito Digital Comunitat Valenciana 's decisions in all matters covered by these rules shall be without appeal and need to be motivated.

The presentation of Climate Change Open Innovation Projects implies acceptance of these rules in their entirety.

7. Rights Recognized to Distrito Digital Comunitat Valenciana by the Program Climate Change 2021

The participation of the selected projects in the Distrito Cambio Climático Program implies the acknowledging of the following:

Image Rights

The participants will authorize Distrito Digital Comunitat Valenciana to invite specialized and/or generalist press to cover the different activities carried out during the period of the program. All selected participants will authorize Distrito Digital Comunitat Valenciana to disclose and publish a summary of the projects involved, and the names of the participants in charge of those projects through the Internet and in the general or specialist press.

8. Confidentiality and protection of Personal Data

Both Distrito Digital Comunitat Valenciana and the participants in the Distrito Cambio Climático Program agree to maintain any information exchanged under strict confidentiality and not to disclose to third parties, any information and documentation received that is related to the Program.

The personal data provided will be controlled by Distrito Digital Comunitat Valenciana, who oversees handling this process together with Joint Venture UTE AGBARFY and is located at address, Avinguda de Jean Claude Combaldieu, s/n, 03008 Alacant

This data will be used to manage your participation in the Distrito Cambio Climático program. The legal basis that legitimizes that this process is necessary for the implementation of the provisions of these terms. For this purpose, your data will be kept and processed for a period of two years for possible future communications and management of the program.

Additionally, your data will be used to inform and send you communications by electronic and/or telematic means about the news of the Distrito Cambio Climático Program, activities, and projects that may be of interest to you. Your data is protected by the legitimate interest of Distrito Digital Comunitat Valenciana and does not require your consent.

For this purpose, your data will be processed until you decide to oppose this processing, delete your data, or limit the processing thereof.

We also inform you that we will share your data with other companies in the Distrito Digital Comunitat Valenciana business group, which can be consulted at <https://distritodigitalacv.es/empresas-en-distrito-digital/>.

These companies can be in third countries which may involve the international transfer of data outside the European Union (EU). However, given the special attention we pay to the treatment of your personal data, when such a transfer is made outside the EU, we implement measures to ensure that the personal

data transferred benefits from an adequate level of protection.

We also have service providers, such as computer and web maintenance companies, or third parties on which we rely for the management of events that, during

providing their services, access Distrito Digital Comunitat Valenciana's personal data. However, we select and control of these third parties with whom we have signed data protection agreements, where they are obliged to comply with a series of obligations regarding data protection.

Apart from the above, we do not disclose your personal data to any additional third parties. In case that any of our service providers or IT system providers are located outside the EU, we will take all applicable safeguards in accordance with the applicable regulations to ensure proper data management.

By providing your data, you guarantee that you have read and accepted the processing of your personal data as indicated. However, you may at any time revoke the given consent, as well as exercise your rights of access, rectification, suppression, opposition, limitation of processing and portability, when such rights are applicable, by writing to the address of Distrito Digital Comunitat Valenciana, Avinguda de Jean Claude Combaldieu, s/n, 03008 Alacant, or to the e-mail address info@sptcv.net providing a photocopy of your ID card or equivalent document and specifying your request.

Likewise, if you consider that your data has been treated in an inappropriate manner, you will be entitled to file a complaint with the Spanish Data Protection Agency (C/ Jorge Juan, 6. 28001 - Madrid www.agpd.es) or with our Data Protection Delegate.

9. Intellectual and Industrial Property

The participants will be responsible for having formalized the protection measures of their intellectual and industrial rights, prior to the presentation of their projects.

If the Distrito Cambio Climático Project is eligible for protection as a utility model or as a patent, the report by the state of the art carried out by the Spanish Patent and Trademark Office must be attached to the project. Otherwise, Distrito Digital Comunidad Valenciana may require the candidate to request it as a condition for the development of the project or pilot.

If the Solution project generates elements susceptible of protection in the Register of Patents and Trademarks, the parties shall abstain from any written or verbal disclosure (conferences, etc.), which may prejudice the requirement of "novelty" essential for such protection to be viable.

When submitting applications for participation, the project candidates guarantee that:

- a) The projects presented are original from their authors and/or have full rights and disposition over them.
- b) In case that the projects are the unitary result of the collaboration of several participants, the project will be treated as a collaborative work

in accordance with article 7 of the Spanish Intellectual Property Law, the project resulting rights belonging to all of them as co-authors, without prejudice to what is agreed by the participants and Distrito Digital Comunitat Valenciana in the Collaboration Agreement.

- c) The participant authorizes Distrito Digital Comunitat Valenciana to publish a summary of the project on their respective official websites, provided that the requirement of "novelty" is not prejudiced. They also accept that the visitors to the web pages have access to said information in accordance with the conditions of use of said website.

- d) The participant authorizes Distrito Digital Comunitat Valenciana the use of the name and title of its Climate Change Project, to be mentioned on the website or for any actions or events related in any way to Distrito Cambio Climático, without any time limit, as well as to be reflected in Distrito Digital Comunitat Valenciana's historical archives and various media, and the Distrito Cambio Climático's Open Innovation program.

- e) The participant accepts that none of these rules authorizes or entitles him/her to use Distrito Digital Comunitat Valenciana's industrial property rights such as, brands or logos, or any others owned by the company.

- f) Should the participant, as part of the execution of the Climate Change Project, need to access Distrito Digital Comunitat Valenciana's documentary and data base (model contracts, data, etc.), such access shall be conditional upon the participant's acceptance of the corresponding confidentiality agreement established by Distrito Digital Comunitat Valenciana.

10. Transfer

The transfer by any title of status of a participant must in any case be authorized by Distrito Digital Comunitat Valenciana, Joint Venture (UTE) AGBARFY, who may object if the new participant or partner does not have characteristics, intellectual or economic solvency like those of the transferor, as well as in the case of third parties linked to companies competing with Distrito Digital Comunitat Valenciana.

The Distrito Cambio Climático Project will be developed between the participant and the Distrito Digital Comunitat Valenciana designated by Joint Venture (UTE) AGBARFY.

11. Liability

The participants declare that the works and projects presented are original, and that the concepts and/or creative elaborations that make them up have not been carried out by non-participating third parties or that in their case they have the pertinent authorizations for the presentation.

If any third-party claims that any intellectual or industrial property right has been violated, Distrito Digital Comunitat Valenciana, Joint Venture (UTE) AGBARFY will be exonerated from all liability. The participants shall be liable

to the Distrito Digital Comunitat Valenciana, Joint Venture (UTE) AGBARFY for any expenses or damages that arise from claims by third parties, because of any failure by such participants to comply with their obligations under these rules.

12. Acceptance of Terms and Legislation

Participation in the call implies full acceptance of these rules and the waiver of any claim by candidates.

Distrito Digital Comunitat Valenciana reserves the right to introduce measures of mere formality to facilitate the development of the call, committing itself to communicate, on the website mentioned in these bases, said modified in such a way that all participants have access to them.

Distrito Digital Comunitat Valenciana may not reduce, but at its discretion may extend all the periods mentioned in these rules or fix those that are appropriate for their development, publishing them on its website as far in advance as possible.

If any of the terms mentioned cannot be executed on their own terms due to any legal limitation affecting them, they will be adjusted respecting, as much as possible, in accordance with the spirit of the current wording.

These legal bases shall be available, always, on the program's website (<https://distritocambioclimatico.com>).

The application of these bases shall be governed by Spanish law. In the event of discrepancies in the interpretation or application of this document, the parties will undertake to make their best efforts to amicably resolve them. In any case, the parties renounce any authority that may correspond to them and expressly submit to the courts and tribunals of the city of Madrid.

13. Final Considerations

This Program may be modified, interrupted and/or cancelled if justified circumstances require it. Likewise, Distrito Digital Comunitat Valenciana reserves the right to declare the prize void if no project submitted meets the quality expected at the discretion of the Deciding Committee for each challenge.

14. Queries and request for clarification

For any queries or requests for clarification relating to the open innovation program or submission of applications for admission, interested parties can contact Distrito Digital Comunitat Valenciana at the following email address: info@sptcv.net

