



Challenge Regulation

Index

1. Target of the Challenge
2. Eligible subjects
3. Themes
4. Modalities of participation and objectives
5. Competition objectives
6. Description of the phases and Schedule of the program
7. Assessment
8. Authorities and Responsibilities
9. INNOWAY Regulation
10. Intellectual Property
11. Privacy and confidentiality
12. Validity of this regulation
13. Applicable Law
14. Disputes

Definitions

Challenge: the initiative proposed by Gefran S.p.A. (hereinafter also referred to as "Gefran") and carried out through the Open Innovation portal, which is the subject of these regulations.

Working group or Group: Any group freely formed within the area of the Challenge, in the Open Innovation portal. As provided for in Article 4.2, the Group may also be formed by a single person. In the latter case, the provisions of this Regulation referring to the Group shall be deemed to refer to the individual person.

Finalist Group: one of the working groups taking part in the Innoway programme, the final phase of the contest.

Winning Group: the Finalist Group winner of the Innoway programme, as described in art. 6.

Innoway: The Implementation phase of the ideas proposed by the Finalist Groups, which will have a dedicated budget and will access to Gefran resources and know-how.

Organization: all contact persons specified by Gefran.

Platform: the Open Innovation portal within which the Challenge is conducted.

Tutor: Support person indicated by the Organization for a specific Working Group in the Elevation Phase.

Uploading Phase: the first time frame within which, for each Working Group, it will be possible to upload the first version of the project idea to the Platform.

Commission: the committee appointed by Gefran for the evaluation of the ideas proposed by the Working Groups.

Article 1. Target of the Challenge

Gefran S.p.A., an Italian multinational company specialized in the design and manufacturing of sensors, systems and components for the automation and control of industrial processes, is launching its first "Challenge" on the Open Innovation platform of Regione Lombardia, a technical challenge aimed at gathering innovative ideas in the field of industrial automation, with the final target of bringing the business world closer to the university world.

Article 2. Eligible subjects

2.1 The eligible subjects of the initiative are those born between 1991 and 1997.

2.2 In addition, the access to the Challenge is restricted to participants in the following categories:

- University student;
- graduates;
- PhD students;
- researchers and/or assignees.

Article 3. Themes of the Challenge

3.1 The themes of the Challenge are valid only for the single edition described in art. 1 of this regulation.

3.2 For the current edition of the competition, ideas shall be related to the following themes:

- **Energy Saving:** Research of innovative technical solutions capable to optimize electricity consumption in industrial plants, through hardware solutions or dedicated algorithms.
The solution must be able to provide in real time an estimate of the amount of energy saved.
- **Predictive Maintenance:** Creation of a widespread network composed of sensors operating on separate machines but with the same process.
This network must allow the collection and analysis of the data that the machinery can provide, with a view to predictive maintenance of the most sensitive elements of the sensor itself.

Article 4. Terms of participation

4.1 To compete in the Challenge, each user shall be registered on the Open Innovation Platform, accessible at the following link: [<https://www.openinnovation.regione.lombardia.it/it>], once registered on the Platform the user can register to participate in the Challenge through a dedicated area in the Open Innovation Platform of Regione Lombardia, by filling up the required documents.

Being registered to the Challenge implies full acceptance of these regulation.

No application for participation by persons not registered on the Platform may be considered.

4.2 Following registration to the Challenge through the Platform, participants must proceed with the establishment of the Working Groups, which shall consist of a minimum of 1 up to a maximum of 4 users.

4.3 Each participant shall be a member of only one Working Group.

4.4 There is no provision for a group leader, as the members of each working group will jointly and severally hold all the rights and duties provided for in these regulations with regard to Gefran.

4.5 Each Working Group may participate by submitting only one project, which shall be related to the themes indicated in art. 3 and be the result of the creative and original work of the Group, according to section 10 of this regulation.

4.6 The project shall be presented in accordance with the templates available for download through the Platform in the Group's personal area, named as:

- Template 1
- Template 2

4.7 Each participant of the Group shall have the right to download and then upload the contest templates on the platform, assuming responsibility towards its Working Group.

Article 5. Competition objectives

5.1 Objectives Phase 1: In order to participate in the first selection of the Challenge, it is a compulsory condition to upload the following **project deliverable** to the Platform within the delivery terms (art. 6):

- Template 1 completed in each section;
- Short video of general presentation of the idea (optional, maximum 3 minutes).

5.2 Objectives Phase 2: Groups accessing to phase 2 of the competition will have the objective of uploading the following **project deliverables** to the Platform by the deadline (art. 6):

- Template 2 completed in each section;
- Short video detailing the presentation of the project idea (mandatory, maximum 3 minutes).

5.3 Innoway Objectives: The primary objective of the Innoway programme (art.10) is the concrete development of the project until tangible results such as prototyping, technical laboratory and/or market tests are obtained.

Article 6. Description of the Phases and Schedule of the program

The phases of the Challenge are planned according to the following calendar:

- **Opening of entries [02/09/2019 – 31/01/2020]:**
It will be possible to register for the Challenge no later than the closing date of Phase 1.
- **Phase 1 – Uploading [01/10/2019 – 31/01/2020]:**

The Working Group uploads its own idea to the Platform, using **Template 1**. The template will be downloadable through the Platform in the Group's reserved area starting from the opening date of Phase 1 and must be uploaded no later than the final date of Phase 1. By 31/01/2020 a Commission, composed of Gefran professionals, will be appointed to evaluate the projects uploaded on the platform. The Commission will not evaluate any type of documentation sent by

means other than the Platform or transmitted after the end of Phase 1. The uploading of the template is a compulsory condition for the admission of the Group to the next phase of the Challenge.

- **Pre-Selection of projects [by 15/02/2020]:**

The Commission will select the projects that best meet the requirements specified in art.7 of this regulation and only the selected Groups can access phase 2 of the Challenge.

The results of the pre-selection will be communicated through the Platform, which will notify the outcome to all participants by 15 February 2020.

- **Phase 2 – Elevation Phase [15/02/2020-31/03/2020]:**

Each Group selected for this phase will be supported by a **Tutor**, whose role is to support the Working Group until the end of the Elevation Phase. The Tutors will be Gefran professionals and will be appointed in the period between 31/01 and 15/02, on the basis of the themes presented within the selected projects.

On the Platform, the Tutor user profile will be visible and contactable through the personal area of the Working Group.

Phase 2 will end on 31 March 2020, the deadline within which the project deliverables specified in art. 5.2 shall be uploaded.

- **Selection of finalist projects July 2020:** The final evaluation of the projects will take place at the end of Phase 2, in accordance with the evaluation criteria set out in art.7 of this regulation. The outcome of the evaluation will be communicated through the Platform to the Groups competing in Phase 2.

- **Launch of Innoway [January 2021 – June 2021]**

Only the finalist groups will have access to the Innoway programme, and they will be required to accept in full the contractual conditions requested by Gefran.

At the end of the Innoway programme, the finalist groups will be invited to Gefran's headquarters for an award event scheduled for June/July 2021.

Article 7. Assessment

7.1 Criteria for the evaluation of Phase 1 : The pre-selection of projects will be carried out by the Commission exclusively on the basis of Template 1 (art.5.1). This template will be evaluated on the basis of the following criteria:

- Degree of innovation of the proposed content;
- Responding to initial requests;
- Skills demonstrated by the team.

7.2 Phase 2 Assessment Criteria: The selection of the Finalist Groups will be carried out according to the same criteria relevant for Phase 1.

7.3 Gefran reserves the right to determine at any time the actual number of groups that will have access to each phase of the competition.

7.4 The Innoway programme may be accessed by 1 to a maximum of 3 Working Groups.

Article 8. Authorities and responsibilities

8.1 Commission

At each stage of the contest, the Commission shall evaluate the ideas submitted by the participants on the basis of the criteria set out in art. 7.

8.2 Organizational contact reference

- **Transfers and Reimbursement of expenses:** The contact reference is the People and Organization Office.
- **Approval of purchases of any kind:** The contact reference is the Executive Assistant Office.

Article 9. INNOWAY Regulation:

9.1 Description

The Innoway programme aims to develop the project of each finalist Group, presented within the deadline of the "Elevation Phase" (art. 6), arriving at the first tangible results (e.g. prototyping or technical laboratory tests, market tests, etc. ..).

In order to achieve such target , each Finalist Group will be supported by a Tutor and will have access to:

- *A budget to cover the development costs of the project (described in art. 9.2);*
- *Gefran resources (laboratories and technical instruments, raw materials);*
- *Know How Gefran (consulting and support from professionals).*

9.2 Budget

9.2.1 A budget of Euro 15.000 will be allocated to each finalist Group, which can be used to cover the costs of carrying out the project during the Innoway Programme.

9.2.2 The above mentioned work budget can be spent in the following ways:

- For reimbursement of travel expenses, it is sufficient to present a tax receipt in the name of Gefran, together with a statement that the expense is incurred under the Innoway programme and with an indication of the purpose of the trip. Transfers must be approved in advance by the contact person as indicated in Article 8.2;
- Purchases of any other nature shall be done in accordance with Gefran's internal procedures and with the prior authorization of the contact person specified in article 8.2.

9.2.3 Gefran shall not reimburse expenses incurred without complying with the requirements specified in art. 9.2.2, above.

9.3 Innaway Evaluation Criteria

The selection of the winning Group among the finalist Groups will be made on the basis of two elements of evaluation:

- **Project Idea**, which will be evaluated on the basis of the following KPIs:
 1. Technical feasibility and economic sustainability;
 2. scalability/replicability of the solution;
 3. potential economic and technological impact on Gefran's business.

- **Skills demonstrated by the team**: demonstrated technical and transversal skills, quality of work done and ability to work as a team and ability to interact with Gefran tutors and professionals.

9.4 Award

The total value of the economic prize awarded to the winning Group will be equal to the difference between the budget provided for in art. 9.2 and the sum of the expenses incurred during the Innaway programme.

9.5 Awarding of prizes

9.5.1 Only the winning Group of the Innaway programme is entitled to the final prize.

9.5.2 The total amount of the prize is strictly related to the expenses that the winning Group will incur and is calculated according to the criteria expressed in art. 9.4.

9.5.3 Gefran shall reimburse the prize equally among the members of the Winning Group and shall not be liable for any claims made by them or by third parties.

9.5.4 The prize will be paid within 3 months from the date of conclusion of Innaway.

Article 10. Intellectual Property

10.1 Pre-existing rights: Gefran is and continues to be the owner of all the industrial and intellectual property rights over the creative works and other materials protected by Law 633/1941 (hereinafter, "L.A."), and over all the other intangible assets protected by Decree 30/2005 (hereinafter, "CPI"), that it owned prior to the Challenge (hereinafter, "Background").

10.2 Challenge results: By contrast, the ownership of any invention that can be patented or protected by means of other property rights, or that represents creative work pursuant to L.A. - hereinafter, the "Results" – deriving from participation in the Challenge in accordance with this Regulation and funded in whole or in part by Gefran, shall be governed as described below.

10.2.1 In case of Results obtained exclusively by **University undergraduates and graduates**, a Research and Development Contract (example presented as **Attachment 1**) shall be signed between Gefran and each Finalist Group selected in phase 2, under which Gefran shall agree to file the patent applications

prepared by each Finalist Group, identifying all members of the Finalist Group as co-inventors and co-owners of the patent. Gefran shall bear all costs associated with the above filings.

10.2.2 In accordance with the Research and Development Contract, the selected Winning Group shall transfer the ownership of the patent application filed in its name to Gefran in exchange for a consideration.

10.2.3 In accordance with the Research and Development Contract, following the selection of the Winning Group, Gefran reserves the right to obtain transfer of the ownership of the patent applications held by the other Finalist Groups not selected as winners.

10.2.4 In the case of Results obtained by **PhD students, researchers and/or assignees**, they will be requested to sign a Self-declaration agreeing, without any obligation regarding the outcome, to promote negotiations between their home Universities and Gefran for the possible transfer to the latter, for consideration, of the rights of those Universities over the Results obtained by them during the Challenge, as described below, ahead of a possible future patent application. For this purpose, following selection of the Finalist Groups (phase 2), a Research and Development Contract (example presented as **Attachment 2**) shall be signed between Gefran and each Finalist Group, under which Gefran - should it consider patent protection to be in its interests - shall agree to file the patent applications prepared by each Finalist Group at its own expense and in the name of the Universities, identifying all members of the Finalist Group as co-inventors of the patent.

10.2.5 In all cases, Gefran reserves all rights whether to proceed with the filing of the relevant intellectual property rights in accordance with the provisions of the preceding paragraphs.

10.2.6 Following the selection of the Winning Group, in accordance with the Research and Development Contract, should Gefran obtain the transfer to itself of the rights of the Universities over the Results obtained by the PhD students, researchers and/or research fellows during the Challenge, the selected Winning Group agrees to sign, where required, all the documentation needed for that transfer.

10.3 Gefran shall exercise full enjoyment rights over the technology described in the exclusive property rights transferred, with the power to carry out all activities needed for the full commercial exploitation of that technology, including the exclusive right to produce, use, place on sale, sell or import that technology for the above purpose, whether directly or indirectly.

10.4 In accordance with the Research and Development Contract, in case of Results protected by L.A., including software code in particular, the Winning Group and the other Finalist Groups not selected as winners shall transfer to Gefran the related intellectual property rights and shall deliver to Gefran all the source and object code (together with any intermediate or preparatory work used to develop the software).

10.5 Participants who developed technical solutions or creative works not transferred to Gefran may, following closure of the Challenge, arrange to file and exploit their own discoveries.

10.6 Without prejudice to the provisions of the above paragraphs, participation in the Challenge described in this Regulation does not grant individual Participants or Groups any right to exploit the patents, designs, trademarks, know-how or other distinctive signs owned by Gefran.

Article 11. Privacy and confidentiality

With regard to the processing of the personal information of users, reference is made to the privacy information provided in relation to the Open Innovation platform of the Lombardy Region, which is available by following this link: <https://backend.openinnovationlombardia.it/site/privacy>.

Pursuant to art. 23 of the Code for the Protection of Personal Data (Decree 196/03), on registration with the Open Innovation platform users are requested to read the above privacy information and give consent for the processing of their personal data for the purposes described in point 1 therein.

Article 12. Validity of this Regulation

This Regulation only applies to the 2019-2020-2021 edition of the Challenge.

Article 13. Applicable law

The interpretation and application of this Regulation, the relations deriving from it and the associated enabling contracts or agreements are governed by Italian law.

Article 14. Disputes

14.1 The Participants and Gefran agree to settle on a friendly basis all disputes that may arise from the interpretation or application of this Regulation.

14.2 Should it not be possible to reach an agreement in this manner, all disputes regarding the validity, interpretation, execution or termination of this Regulation shall be referred to the sole jurisdiction of the Brescia Court.