

## BioBoosters Hackathon: Rules of Participation

These Rules of Participation are steering the parties involved in the Wendre Hackathon by BioBoosters organized as part of the Pärnu County Innovation Hub KOBAR project.

The rules governing co-operation between all participants of the BioBoosters Hackathon process; a client, the teams, the mentors, the organizer, and the potential co-organizers, are set out in the Rules of Participation.

The client and organizer(s) are specified in the Hackathon invitation. The persons designated by the client and the organizer are responsible for decision-making concerning the Hackathon.

The aim of the BioBoosters Hackathon is to produce solutions for challenges presented by one or more clients. The duration and implementation of the events may vary, and the timing and implementation of each event are described in the Hackathon invitation.

Below, the term organizer refers to a BioBoosters Network partner that is hosting the Hackathon process, client refers to one or more parties presenting a challenge, and team to a group taking part in the Hackathon. A client and team consist of individual participants.

### Intellectual property rights

Existing intellectual property rights will not be transferred during the BioBoosters Hackathon. The participants will retain their rights to all material that they make available to a client. The participants understand and accept that clients may use the material made available to them in their own internal activities and in the development of their activities.

Likewise, clients will retain the intellectual property rights to the material that they make available during the BioBoosters Hackathon. Participants may only use this material when taking part in the BioBoosters Hackathon.

The intellectual property rights to the solutions created during the BioBoosters Hackathon belong to the team/teams producing the solution. As outlined, the clients have the right to use the materials presented at the Hackathon Day for their internal development activities and planning; however, a separate agreement on the use of the solution must be concluded with the party creating the solution.



As all BioBoosters Hackathons are organized on an open basis, the teams must take into an account that all solutions created and presented during the process are public. Safeguarding the intellectual property rights to the solutions is the responsibility of the parties producing the solutions. Participants are responsible for protecting any intellectual property they wish to keep confidential or patentable prior to disclosure.

### Publicity of Participation

If a team is selected for a BioBoosters Hackathon process, the information on participation is public. Both the team and the client may use the information on participation in their communications.

When registering their application to the BioBoosters Hackathon process, the team shares a short description (1-2 sentences) of their idea and information of a contact person. If a team is selected to participate in the Hackathon process, the short description of their idea is public, and the team, organizer, and challenge provider can use this short description in their communications.

When the teams are selected as participants and join the BioBoosters Hackathon Kick-off, the organizer will publish the names of the teams, short descriptions of the ideas and the name, title, and email of the team's contact person at a BioBoosters Hackathon communication platform. Organizer will adjust this information based on the team's request.

Recordings of the events (images, video, etc.) can be produced and in addition to event organisers, clients, and participants, third parties (such as the media) can also use the recordings in their communications. However, the recordings of presented solution ideas will not contain material that could infringe the intellectual property rights of the participants. Furthermore, the recordings will not contain detailed information on the client's challenge that is not already published in the Hackathon invitation or press releases approved by the client.

### Confidentiality

All persons involved in the BioBoosters Hackathon process undertake to observe confidentiality in all matters concerning confidential information. Confidential information obtained during the BioBoosters Hackathon process may not be disclosed to third parties. Confidential information includes business and trade secrets and information prescribed as confidential by law. The client and participants may also separately specify the material that must be kept confidential, and a Non-Disclosure Agreement can be demanded from the participants per client's request.



In case of application of a Non-Disclosure Agreement (NDA) in the BioBoosters Hackathon, the parties involved in the process will ensure to announce all persons involved in their team and will only disclose confidential information to persons within the team who have signed the NDA.

The period of confidentiality starts from the Hackathon Kick-Off and will continue for three years after the end of the BioBoosters Hackathon Day(s).

Participants are responsible for ensuring that they have the right to use the material that they have presented in BioBoosters Hackathon, as well as for the information security of the material.

### Organisers

Each BioBoosters Hackathon process is hosted by a BioBoosters project partner that acts as the main organizer. The BioBoosters Hackathon process may be supported by co-organizers that provide e.g. mentors and experts to support the Hackathon process. In addition, all BioBoosters project partners will support communication activities and the dissemination of the Hackathon invitation.

The organisers are responsible for implementing the events of the Hackathon process, for event-related communications, for processing participant data and for all practical arrangements. In the same way as the participants and clients, the organizers and all co-organizing partners also undertake to observe confidentiality.

### Prizes, evaluation, and further development

The client is responsible for specifying the prizes and for practical aspects of the matter. Any prizes and opportunities for cooperation arising from the challenge are described separately in the Hackathon invitation.

The solutions produced by the teams participating in the BioBoosters Hackathon will be evaluated by a jury panel whose members are selected by the client. The evaluation criteria will be described in connection with each challenge presented in the Hackathon invitation, and they will be specified by the client.

After the Hackathon Day(s), the client will separately agree with the teams on any further development of the solutions and the related intellectual property rights.

### Cancellations

A team may cancel/terminate its participation in the BioBoosters Hackathon during the process. A team cannot take part in the award process if it terminates



its participation or is unable to produce a presentable solution for the final event. A team member may be replaced during the process if there are justified reasons for doing so. In such cases, consideration must be given to the rights of the participants when decisions are made.

For justified reasons, the client may cancel the right of a team or a participant to take part in the BioBoosters Hackathon process. Such reasons include improper conduct or a breach of contract. In such cases, the organiser and the client are not responsible for any damage caused to the team or the participant in question.

### **Limitation of Liability**

None of the parties is liable for any indirect loss incurred by another party, except in case of intentional or manifestly negligent violation of intellectual property rights or breach of confidentiality.

Any disagreements that cannot be settled by negotiation will be settled by one (1) arbitrator in accordance with the rules of the relevant national institute of the organizer as defined in the service agreement between the organizer and the client.

