

Fraunhofer Portugal Tech Transfer Awards 2018

Terms and Conditions

Preamble

'Associação Fraunhofer Portugal Research' (hereafter designated as 'Fraunhofer Portugal') is a private non-profit institution dedicated to the promotion of applied research in Portugal and operating the 'Fraunhofer Portugal Research Center for Assistive Information and Communication Solutions' (hereafter designated as 'Fraunhofer Portugal AICOS').

The Fraunhofer Portugal AICOS is a research centre that focuses its activity in developing market-oriented, applied research solutions in the field of Information and Communication Technology.

The 'Fraunhofer Portugal Tech Transfer Awards' is an initiative promoted by Fraunhofer Portugal AICOS. This initiative is in line with its goals of improving the qualifications of Portuguese specialized human resources and encouraging the cooperation between industry and the scientific community, by motivating and awarding research of practical utility and best practices in technology transfer.

Under this initiative, Fraunhofer Portugal AICOS intends to attribute a prize to research centres or research units of the North Region of Portugal, or similar, formally recognized by 'Fundação para a Ciência e a Tecnologia' (hereafter designated as 'FCT') as 'R&D Institutions', that have contributed with their projects to an effective collaboration between the scientific community and industry, aligned with Fraunhofer Portugal AICOS' vision of 'Proposing futures. Impacting lives.' and its mission: 'Remarkable Technology, Easy to Use'.

1. Scope

1.1 The present document sets out the applicable terms, conditions and rules for the Fraunhofer Portugal Tech Transfer Awards (hereafter designated as 'FhP Tech Transfer Awards'), promoted by Fraunhofer Portugal AICOS.

2. Objectives

2.1 The objective of the FhP Tech Transfer Awards is to motivate and reward research of practical utility and best practices on technology transfer, through the attribution of a prize to research centres or research units of

the North Region of Portugal, or similar, formally recognized by FCT as 'R&D Institutions', as foreseen and better described in section 3., below.

2.2 The FhP Tech Transfer Awards will award the best projects already approved and executed under initiatives of public funded programmes, that express a concern with the direct applicability of the respective results in industry and markets and demonstrate initiative to transfer such results thereto.

3. Eligible Participants

3.1 The FhP Tech Transfer Awards are open to all entities (hereafter designated as 'Participant') that (i) are research centres or research units of the North Region of Portugal, or similar, formally recognized by FCT as R&D Institutions, (ii) that were funding beneficiaries and promoters of recently concluded projects which contribute directly to the quality of life of citizens and industry competitiveness, as foreseen in section 4.

3.2 For purposes of the previous paragraph 3.1, from the centres or units of the North Region of Portugal, or similar, formally recognized by FCT as R&D Institutions, only those with head office in the North Region of Portugal (NUTS II), and included in the final list of R&D Institutions approved by FCT and in force at the time of the FhP Tech Transfer Awards shall be considered.

3.3 In the event that the eligible project as foreseen in section 4., below, has been promoted by more than one eligible Participant (hereby designated as 'Joint Participants') as foreseen in the previous paragraphs 3.1 and 3.2, the Joint Participants will be considered as one Participant.

3.4 The Jury reserves the right to verify and decide on the eligibility of any Participant in accordance with the previously mentioned paragraphs.

3.5 Each eligible Participant will be formally invited to participate in the Closing Event of the FhP Tech Transfer Awards, with the timings foreseen in Section 5, regardless of how many eligible projects it has promoted.

4. Eligible Projects

4.1 The projects must consist of R&D Co-promotion Projects ("*Projetos de I&D em Co-promoção*") of the North region of Portugal, funded by COMPETE 2020, through the European Regional Development Fund (ERDF), involving R&D in the area of Information and Communication Technologies, in which the citizens are the direct beneficiary of the product or service in development.

4.2 The projects must have been concluded until the 31st of March of 2019 and have not been submitted in any other competition sponsored by Fraunhofer Portugal AICOS.

4.3 The projects should clearly demonstrate:

- a) The practical utility of the research developed in the project;
- b) Adoption of technology transfer best practices;
- c) A direct benefit to the citizens from the use of the product or service in development;
- d) The potential impact of the expected project results.

4.4 Each eligible Participant will be notified of the opening of the submission period and invited to present its project(s) in the Closing Event, as foreseen in Section 6.

4.5 The Participants' projects submitted as foreseen in Section 6 will hereby be designated as "Finalist Projects".

5. Deadlines

5.1 The FhP Tech Transfer Awards will follow the below chronogram, divided in two stages:

1st Stage:

18/Mar/2019: start of the projects submission period;

08/Apr/2019: end of the project submission period;

09/Apr/2019: announcement of the Finalist Projects.

2nd Stage:

12/Apr/2019: public presentation of the Finalist Projects, and Awards ceremony (the 'Fraunhofer Portugal Tech Transfer Awards Closing Event').

6. Invitation and Acceptance Process

6.1 To formally submit a project to the FhP Tech Transfer Awards, the following information is required:

- a) The filling of the mandatory fields present in the **Participant Information Form**, available at https://www.aicos.fraunhofer.pt/content/dam/portugal/en/documents/news/FhP_Tech_Transfer_Awards_2019_Participant_Information_Form.docx, which include the name of the project and the respective promoting Participant(s), the name and contact information (email and phone) of the person(s) that will represent and present the project, as well as represent the Participant(s), in the Closing Event;
- b) Preparation of a presentation of the submitted project, using the **Presentation Template** available at https://www.aicos.fraunhofer.pt/content/dam/portugal/en/documents/news/FhP_Tech_Transfer_Awards_2019_Presentation_Template.pptx (MANDATORY), and according to the below Presentation Guidelines:

- I. The presentation must be written in English;
 - II. Maximum number of slides: 8;
 - III. Minimum acceptable font size: 16pt;
 - IV. Allowed file formats: PDF, PPT, PPTX, PPS, PPSX.
- c) The Presentation Guidelines serve the purpose of helping the Participants present their idea to the Jury using a common, comparable framework;
- d) The project's abstract in English, with a maximum number of one page, further exploring the project presented in the PowerPoint/PDF, the scientific concept behind it, how it benefits the citizens, and its activities towards promoting or realizing technology transfer.
- e) In order to fulfil the standard patterns of the applications, the abstract of the project must be presented in a single column format, font Arial, size 12pt and 1.5 line spacing;
- f) The Jury reserves the right to request additional information and clarifications that it finds to be of relevance to the accurate evaluation of the submitted project.
- g) In order to finalize the submission of the project to the FhP Tech Transfer Awards, the documents indicated in the paragraphs a), b) d), f), g) and h) must be sent by email to the address info@fraunhofer.pt, with the subject [Fraunhofer Portugal Tech Transfer Awards Application], in the period defined in section 5.1.

7. Selection and Evaluation Criteria

7.1 The projects submitted to the FhP Tech Transfer Awards that are in accordance with sections 3. and 4., will be evaluated by the Jury during the Closing Event using the following equally-weighted criteria:

- a) R&D methodology encompassing validation of the technology adoption with end-users;
- b) Validation of real market need;
- c) Impact on the quality of life of the citizens;
- d) Intellectual property management strategy;
- e) Executed technology transfer activities (e.g. technology licenses, spin-offs, R&D consulting);
- f) Accessibility of products or services which integrate the project's R&D results (e.g. products or services made available to the end-users).

7.2 The evaluation process depends on the overall quality of the submissions, being at the discretion of the Jury the definition of a minimum quality level for each of the criteria stated on paragraph 7.1.

7.3 The submitted projects will be evaluated according to a set of indicators (referred on paragraph 7.1) and punctuated by the Jury, in a scale of 0 to 10, being 0 the lowest punctuation and 10 the highest. The three highest punctuated ideas will be declared as winners.

7.4 The ideas submitted to the evaluation process will be publicly presented by the Participants in the Closing Event. The technical quality of the public presentation – assessed by the Jury (and, if applicable or deemed convenient, a ‘Panel of Invited Experts’) – will be taken into consideration when making the final decision of attributing the awards.

7.5 Except for highly exceptional and duly justified situations, conditioned to Fraunhofer Portugal’s agreement, the physical and personal presence of the Participants’ representatives in the Closing Event and the presentation of the submitted project is mandatory to all Participants selected to the evaluation process, having an eventual absence to constitute grounds for automatic and immediate exclusion of the Participant.

7.6 The public presentation of all the selected projects (ongoing during the Closing Event) shall be performed (orally and in writing) in English. Each presentation will be allotted 10 minutes to present.

7.7 No improvements or modifications can be made to the initially submitted project in between the Stages of the FhP Tech Transfer Awards.

8. Results’ Announcement

8.1 The final results will be announced in a public session, the Closing Event, on the date indicated in section 5.1.

9. The Closing Event

9.1 The FhP Tech Transfer Awards Closing Event consists in a public session where the Finalist Projects are presented to the Jury (and the Panel of Invited Experts, if applicable) by the representative(s) of each Participant.

9.2 Following the presentations, the Jury (and the Panel of Invited Experts, if applicable) will decide and announce the results, presenting the awards to the winners.

10. The Jury

10.1 The Jury is composed of 5 members.

10.2 The Jury is responsible for selecting, evaluating and deciding on which Finalist Projects should be proposed for the award attributed by Fraunhofer Portugal.

10.3 The Jury will resolve by simple majority, being its decisions final and not subject of appeal.

11. The Panel of Invited Experts (if applicable)

11.1 Fraunhofer Portugal may invite external experts (Invited Experts) to support the Jury in its decisions.

11.2 The Panel of Invited Experts shall be composed of an undefined number of invited persons by Fraunhofer

Portugal, with recognized competence within the research and business areas defined in the eligible ideas.

11.3 The Panel of Invited Experts gives its assessment to the Jury on how to rank the projects presented in the Closing Event.

12. Prizes

12.1 The Jury will consider awarding a total of 10.900,00€ (ten thousand and nine hundred Euros) in prizes, divided into three placements (1st, 2nd and 3rd Prize).

12.2 The three highest punctuated projects will receive, respectively, a first prize of 6.500,00€ (six thousand and five hundred Euros), a second prize of 3.000,00€ (three thousand Euros) and a third prize of 1.400,00€ (one thousand and four hundred Euros).

12.3 The Jury reserves the right to not award any of the defined prizes, in case the highest scored projects do not reach a minimum quality standard for each award category and prize.

12.4 The prizes are awarded with the objective of promoting activities of technology transfer of the projects of the winning Participants (e.g. funding pilots, maturing the technology, participation in fairs, contact with potential licensees).

12.5 In case the Participant of a winning project is composed of more than one entity as described in section 3, the prize will be divided in equal parts among those entities.

13. Privacy and Publicity

13.1 Participants agree that personal data entered during the registration and submission process may be processed, stored and used by Fraunhofer Portugal. This data will be maintained in accordance with the Fraunhofer Portugal's 'Data Protection Policy' found at www.fraunhofer.pt/en/data_protection.html.

13.2 Fraunhofer Portugal guarantees confidentiality of all personal and non-personal data related to the registration and submission process.

13.3 The only exception to confidentiality of personal and non-personal data is related to the content publicly presented by the Participants in the Closing Event. In this case, the names of the Participants, their representatives and their public presentations can be published within the context of public promotion of the FhP Tech Transfer Awards. When submitting the respective projects, each Participant understands and accepts the terms set forth herein.

13.4 By accepting the award, the awarded Participant, including its representatives, expressly agrees not to engage in any form of public promotion related or mentioning the received award without having prior written consent from Fraunhofer Portugal.

13.5 The non-conformity with the previous paragraph grants Fraunhofer Portugal the right to revoke the Participants' entitlement to the award and demand of the total refund of the pecuniary value received by the Participant.

13.6 During a period of 2 years following the award attribution, the awarded Participant and its representatives agree to participate, within reasonable effort, in promotional activities developed by Fraunhofer Portugal that are in relation with the FhP Tech Transfer Awards.

14. Data Protection

14.1 The Participant expressly authorizes the processing of personal data by Fraunhofer Portugal for purposes of participating in the FhP Tech Transfer Awards and of compliance with Fraunhofer Portugal's legal obligations. In case of award, the Participant also authorizes Fraunhofer Portugal to publicly disclose the necessary data for purposes of publicity (e.g. project name, institution, project partners and project description).

14.2 Fraunhofer Portugal shall make no use of the Participant's data other than the one included herein and undertakes to comply with the data protection legislation in force.

15. Intellectual Property Rights

15.1 The Participant retains ownership of all the intellectual property rights (IPR) existing before the submission of the project.

15.2 All Participants warrant that they are promoters of their submitted projects and beneficiaries of the funding indicated in paragraph 4.1 relative to those projects.

15.3 All Participants warrant that the submitted projects and all included content are not infringing any third party rights by participating with the submitted projects in the contest. This is applicable to all the representatives of the Participant.

15.4 As a condition of participation in the FhP Tech Transfer Awards, the Participant grants Fraunhofer Portugal the right to use, reproduce, publicly display and create derivative work resulting from the submitted project, in connection with and with the purpose of advertising and promoting the FhP Tech Transfer Awards.

15.5 The Participant takes full responsibility for any claim or legal action, regardless of its nature, which might be taken against Fraunhofer Portugal by third parties, related to any challenges or claims as to copyright or ownership of the submitted projects and all included content, including the possible infringement of any industrial or intellectual property rights such as confidentiality agreements signed between the Participant and other institutions or companies. For the avoidance of doubt, the Participant shall hold Fraunhofer Portugal harmless from any claim or legal action in any of the events referred to in this paragraph.

16. Final Dispositions

16.1 In order to have the respective participation in the FhP Tech Transfer Awards acknowledged and accepted, the representative(s) of the Participant must agree with the Terms and Conditions described in this document. The formal acknowledgement of these Terms and Conditions is done when submitting the *Participant information Form* as described in section 6. By signing the Participant Information Form, the representative(s) of the Participant declare to have read, understood and agreed with the Terms and Conditions of the Fraunhofer Portugal Tech Transfer Awards. Once the project is submitted as described in section 6.1 paragraph j), the Terms and Conditions form a binding legal agreement between representative(s) of each Participant and Fraunhofer Portugal with respect to the FhP Tech Transfer Awards.

16.2 Under no circumstances shall the submission of a project to the FhP Tech Transfer Awards, the awarding of a Scientific Prize, or anything stated in these Terms and Conditions is to be construed as an offer or contract of employment, as an offer or contract of research, or any other type of contractual relationship between the Participant and Fraunhofer Portugal or its subsidiaries.

16.3 Any false information provided within the context of the FhP Tech Transfer Awards by the Participant, including personal information, copyright or ownership of right, will result in the immediate elimination of the Participant from the FhP Tech Transfer Awards. In addition, Fraunhofer Portugal reserves the right to judicially claim any damages that may arise from the breach of the present paragraph.

16.4 Any action taken by the Participant considered to be creating obstacles or conditioning the normal procedures of the FhP Tech Transfer Awards will result in the immediate elimination of the Participant.

16.5 Fraunhofer Portugal is neither responsible nor liable for any complaint, argument or dispute arising from issues of authorship and copyright over the content presented in the submitted projects.

16.6 Fraunhofer Portugal is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay or failure to receive submission information on account of technical problems or traffic congestion on the Internet or at its Web site.

16.7 Fraunhofer Portugal reserves the right at its sole discretion to cancel, terminate or suspend the FhP Tech Transfer Award, being those actions subject to communication to all Participants.

16.8 Fraunhofer Portugal reserves the right to amend or change the present Terms and Conditions, being those changes subject to communication to all Participants in order to be accepted as the new agreed Terms and Conditions.

17. Acknowledgments

17.1 The FhP Tech Transfer Awards is an initiative promoted under the scope of the project 'CTFhP – Collective

Transfer FhP', co-funded by 'NORTE 2020 – Programa Operacional Regional do Norte', 'Portugal 2020' and the European Union through the 'FEDER – Fundo Europeu de Desenvolvimento Regional'.



Co-funded by:



18. Contacts

18.1 Any question or additional information regarding the FhP Tech Transfer Awards can be placed through:

E-Mail: nuno.felicio@fraunhofer.pt

Phone: + 351 220 430 309

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