

# DINAPSIS OPEN CHALLENGE

## Valencia GREEN CAPITAL

The following are the terms and conditions to participate in the DINAPSIS Open Challenge Valencia GREEN CAPITAL (hereinafter "DOC" or "competition") promoted by DINAPSIS by Hubgrade Veolia, Hidraqua, Gestión Integral de Aguas de Levante, S.A.U., Valencia Capital Innovation, Valencia City Council, Cetaqua, Centro Tecnológico del Agua Fundación Privada, and AGBAR S.L.U. (hereinafter AGBAR), with NIF B-63152664 and registered office at Calle Santa Leonor 39, 28037, Madrid.

### 1 CONTEXT AND OBJECTIVES

The DINAPSIS Open Challenge is an open innovation programme designed to connect entrepreneurs and start-ups with companies and local governments. In this fourth edition, to be held in Valencia, corporations and government agencies will pose specific challenges to which start-ups will have to provide innovative solutions.

Valencia, named European Green Capital 2024, is at a key moment in its history, set to drive forward its transformation into a more sustainable and resilient city. Building on this, the Open Challenge offers a unique opportunity for start-ups, companies, institutions and experts to collaborate in identifying and solving the most pressing challenges in urban sustainability.

### 2 THE CHALLENGE

The DOC is divided into three areas of work:

#### CHALLENGE 1: Circular Economy

1. Awareness-raising
  - Good water consumption practices
  - Sustainability and recycling coach
2. Local symbiosis
  - Waste recovery
  - Food waste management
  - Sewer waste management
  - Scope 3 emissions
3. Gamification
  - Gamifying recycling
  - Pay-as-you-throw system
  - Container access control systems

## **CHALLENGE 2: Sustainable and Innovative Tourism**

1. The smart city tourist experience
  - Balancing shops and the local community with tourists
  - Improving the tourist experience
  - Rewarding sustainable tourism
  - Improving night-time noise exposure
2. Agri-tourism
  - Sustainability of cultural heritage
  - Sustainability of agricultural heritage

## **CHALLENGE 3: Green Spaces and Biodiversity**

1. Healthy sports routes
  - Healthy routes of cultural interest (orchards, Albufera National Park, etc)
  - Low-temperature running routes
2. Biodiversity corridors:
  - Design of green areas
  - Heat islands: reduction of city heat

Increasing and/or redesigning green spaces

3. Pest control and disinfection
  - Mosquitoes
  - Pigeons
  - Cockroaches
4. Water management in parks

## **3 PHASES AND SCHEDULE**

The DOC consists of 5 phases:

### **PHASE 1: REGISTRATION**

In order to take part in the programme, you must first register online, filling in and submitting the [application form](https://www.dinapsis.es/innovacion/open-challenge/open-challenge-4th-edition-valencia/) available on the DINAPSIS website [<https://www.dinapsis.es/innovacion/open-challenge/open-challenge-4th-edition-valencia/>]

Any applications completed or received after the admission deadline given below will not be considered for participation in the programme. The deadline for registration is Friday 13 December at 23:59 hours (GMT+1).

## **PHASE 2: PRE-VALIDATION**

The project pre-validation period will run from 23 October to 13 December 2024, when the projects selected to take part in the DOC Innovation Programme will be notified.

## **PHASE 3: TOP 5 SELECTION**

On 17 January, 5 projects will be selected to move on to the final phase and present their proposals at the Demo Day before the panel of judges appointed by the DOC committee.

## **PHASE 4: PRESENTATION OF WINNING PROPOSALS DEMO DAY**

This will take place on 28 January 2025. During this day, the selected projects will present the solutions to the challenges they have worked on to the panel of judges.

## **PHASE 5: DEVELOPMENT OF PROOF OF CONCEPT**

Once the DOC has concluded, agreements may be drawn up by the programme promoters to develop one or more proofs of concept or pilot tests.

## **4 RECOGNISED RIGHTS**

Participation of the selected projects in the DOC implies recognition of the following:

### **Image rights**

Participants will authorise AGBAR to invite the specialist and/or general press to cover the different activities carried out during the programme period. In this respect, the selected participants will authorise AGBAR to disclose and publish a summary of the projects carried out, as well as the names and image of the participants responsible for these projects on the Internet (website, social media, blogs) and in the general or specialist press, as well as in internal documents and reports issued by the company or its business group, all for the sole purpose of disseminating the initiative and the selected projects.

## **5 DATA PROTECTION**

### **Authorisation for use of information**

Participants authorise the use of their identity (full name and other data provided when registering for the DOC), their image or voice, as well as the information related to the projects, so that they may be published on the website created for the DOC, on the DINAPSIS website, as well as their dissemination on the different social media networks (for example, Facebook, Instagram and Twitter) and in magazines and other media. This use will be for information and/or advertising purposes related to the dissemination of this DOC, under rigour and respect for honour, personal and family privacy and without any consideration being derived from the above. The above authorisation, provided free of charge, is understood to be for the fixation, modification, reproduction, distribution, dissemination and public communication of the images captured, for the uses and under the terms stated. AGBAR will in all cases endeavour to make appropriate, pertinent and non-excessive use of the authorised images in accordance with the provisions of Organic Law 1/1982, of 5 May, on the civil protection of the right to honour, personal and family privacy and personal image, guaranteed in Article 18 of the Spanish Constitution.

### **Processing of personal information**

Participants are informed that both their own personal data and the personal data of the respective represented or third parties provided through the registration form, and also the data that may be provided subsequently and such other data to which access is gained as a result of their participation in the DOC, are necessary for organisation of said participation and for performance and management of the operations arising therefrom, in particular, for contacting the participant and also for analysing and evaluating the registered profile, and for promoting future calls. Consequently, AGBAR is authorised to process and record this data in the respective files.

Participants declare that the third parties whose data are included in the registration form have given their prior authorisation to inclusion of said data and to their disclosure within the DOC framework in accordance with the terms and for the purposes set forth herein. Participants guarantee the truthfulness of the information they provide at all times and undertake to inform AGBAR of any changes in their contact details for the duration of the DOC.

Participants are informed of the processing of their personal data through the registration form, which refers to Dinapsis' Privacy Policy, available at: <https://www.dinapsis.es/politica-de-privacidad/>

Participants may exercise their rights of access, rectification, erasure and objection to processing by writing to AGBAR, Calle Santa Leonor 39, 28037, Madrid.

## **6 CONFIDENTIALITY**

All information or data, documentation, passwords, software, training materials and techniques made directly or indirectly available to the participant in the DOC by AGBAR will be treated confidentially and may not be disclosed or conveyed in any way by the participant to third parties, nor commercially exploited by or on behalf of the participant.

All materials submitted by participants must be suitable for public dissemination. They should not include confidential information that the participants do not wish to make public. If such information is included, this will be notified expressly to the organisers in order to prevent any disclosure thereof.

In any case, AGBAR shall be entitled to disclose the content of the projects in accordance with clause 4 of this document.

## **7 INTELLECTUAL AND INDUSTRIAL PROPERTY**

With full indemnity for the organisers, participants warrant that they are the legitimate owners according to law of the authorship of the projects submitted, that they are not a copy or a total or partial modification of any other project, and that they do not infringe any intellectual or industrial property right, secrecy obligation or confidentiality undertaking.

In particular, participants will not use any material protected by copyright, trademark or other intellectual or industrial property rights without the express authorisation of the owner of the copyright, trademark or other intellectual or industrial property rights. Participants will be solely liable for any harm arising from any infringement of copyright, trademark or other intellectual or industrial property rights or any other damage resulting from such publication.

Participants will also be responsible for ensuring that the ideas and projects submitted are not offensive, denigrating or incite to violence, promote racism or violate fundamental rights or public freedoms, nor do they constitute an intrusion in the individuals' personal or family privacy or a violation of third parties' right to honour, upholding in all cases the rules for co-existence and the code of ethics set forth in Clause 15 of these rules.

Participants retain the authorship of their projects. Should participants wish to commercialise their idea or development, they will have to first offer this to AGBAR. In this case, the participants and AGBAR will negotiate the conditions and terms to carry out, in case of agreement, the aforementioned commercialisation or transfer of all project exploitation rights to AGBAR or any company of its business group on an exclusive basis. Should no financial agreement be reached, AGBAR will maintain a non-exclusive licence to use the development free of charge for the maximum period of time established by law.

Finally, participants consent to disclosure and communication of their projects by AGBAR; it is their responsibility to obtain protection of their projects under the Law on intellectual and/or industrial property, as applicable, releasing the organisers from any liability in this matter.

## **8 TRANSFER**

Transfer of participant status under any title must be authorised beforehand in all cases by AGBAR, who may object if the new participant or partner does not have the same or similar features or intellectual or economic solvency as the transferring participant, or if the transfer is made to third parties linked to competing companies of the DOC.

## **9 RULES FOR COEXISTENCE AND CODE OF ETHICS**

Participants agree to comply with the competition's code of ethics:

- Only contributions of innovative solutions that are directly related to the water industry's activities and services will be valid.
- The solution may not contain sexually explicit or suggestive, violent or derogatory content or references to ethnic, racial, gender, religious, professional or age groups, or profane or pornographic content.
- Entries may not promote illegal drugs or firearms (or the use of any of the above), or any activity that may be unsafe or dangerous, or with political messages.
- Entries may not be obscene or offensive, nor support any form of hate or hate groups, or include disparaging remarks about AGBAR or its services, or other persons, products or related companies.
- Entries may not contain trademarks or logos owned by others or advertise or promote any brand or product of any kind.
- Entries may not contain copyrighted materials owned by third parties (including photographs, sculptures, paintings and other works of art or images published on websites or featured on television, film or other media) without the express authorisation of the rights' holder.
- Entries may not include materials that feature the names, images, photographs, or other sufficient indications to identify any person, living or dead, without written permission.
- Entries may not infringe existing national laws under any circumstances.

## **10 RESPONSIBILITIES**

Participants will hold AGBAR harmless at all times against third-party claims and will accept full liability for any cost or charge that may be payable to third parties as a result of actions, claims or disputes arising from any breach of the obligations set forth in these rules.

AGBAR accepts no responsibility for any fortuitous eventualities that may affect the development of the DOC. In no case shall AGBAR be held responsible for any errors in the provision of services by any other person or entity whose participation is necessary for the development of the DOC.

AGBAR reserves the right to take all appropriate measures to prevent any conduct whose intention or effect it suspects is to act fraudulently in this DOC or to breach its rules or act to the detriment of other participants. The first and immediate consequence will be the participant's exclusion and the loss of any right to the prize that the participant may have earned, without prejudice to any other legal actions that may be appropriate, including the corresponding compensation for damages.

In addition, AGBAR reserves the right to exclude participants if they provide or post material that contains viruses, worms or any other software code that is intended or has the capacity to harm, interfere with, intercept or disrupt the security of any system, information or data, without prejudice to such other legal actions that may be applicable.

## **11 ACCEPTANCE OF TERMS AND LEGISLATION**

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

AGBAR reserves the right to implement procedural measures to facilitate the organisation of the call, undertaking to make available such modifications on the website mentioned in these rules so that all participants have access to them.

AGBAR may not shorten any of the deadlines mentioned in these rules. However, at its discretion, it may extend them or set others that are advisable for satisfactory performance, publishing them on its website with as much advance notice as possible.

AGBAR may at any time cancel or suspend the event, which will be duly communicated to the participants without them being able to claim for any item derived from such cancellation or suspension.

If any of the above-stated deadlines cannot be met in the literal terms stated due to any legal limitation that affects it, it will be adjusted, respecting, as far as possible, the spirit of the current wording.

These rules will be available at all times on the programme's website (<https://www.dinapsis.es/innovacion/open-challenge/open-challenge-4th-edition-valencia/>).

These rules will be applied in accordance with the laws of Spain. Should any disagreement arise in the interpretation or application of this document, the parties agree to make utmost effort to settle it in an amicable manner. In any case, the parties waive any jurisdiction to which they may be entitled and expressly submit to the courts and tribunals.

## **12 FINAL CONSIDERATIONS**

This programme may be modified, temporarily halted and/or cancelled if justified circumstances so require. Likewise, AGBAR reserves the right to declare the award void if no project submitted meets the quality expectations determined by the Decision Committee for each challenge.