

## eRFP Challenge - Specific Agreement

Please Read This Carefully! You are agreeing to a Challenge-Specific Solver Agreement for this particular eRFP Challenge only. Enel Sp.A., acting as the Seeker for this Challenge, have required that you accept these special terms, so please take the time to understand them.

### Terms and conditions

If you click "I agree" and proceed to the [openinnovability.enel.com](https://openinnovability.enel.com) platform for this Challenge, this Challenge-Specific Agreement ("CSA") will be a valid and binding agreement for all purposes relating to this Challenge and in addition to your agreement to abide by the [Terms of Use](#) when you registered as a Solver." Please print and keep a copy of this CSA. No provisions you have agreed to that are specific to any other individual Challenge will apply.

- 1. Proposed Solutions.** As a Solver you may submit to Open Innovability a proposed solution (your "Proposed Solution") to the eRFP Challenge posted on the Website by a Seeker. In addition, by submitting your Proposed Solution(s) you agree to provide additional information concerning your Proposed Solution to the Seeker, if requested. **BY SUBMITTING A PROPOSED SOLUTION YOU REPRESENT THAT THE PROPOSED SOLUTION DOES NOT CONTAIN AND WILL NOT BE DEEMED TO CONTAIN ANY CONFIDENTIAL INFORMATION OF ANY KIND WHATSOEVER.** Solvers with Proposed Solutions that are highly responsive to the terms of the eRFP Challenge Statement may be selected and contacted by Seeker for next steps.
- 2. Acceptance of Proposed Solutions.** Open Innovability will notify you within a commercially reasonable timeframe after the end of the Time Period set forth in the Challenge Statement whether a Seeker will be continuing to evaluate your Proposed Solution for further business discussions or rejects your Proposed Solution. If Seeker is continuing to evaluate your Proposed Solution, there is no set timeframe by which Seeker must decide whether it is interested in negotiating with you to establish a services agreement or other contractual relationship. The Seeker has absolute and sole discretion to determine whether to proceed with any further business negotiations or discussions surrounding a Proposed Solution. Solver acknowledges and agrees that Enel S.p.A. (Open Innovability) are not responsible for and have no liability for selection of a winning solver, if any. Solver further agrees to hold Open Innovability and the Seeker legally harmless in regard to selection of a winning solver, if any. Solver agrees to hold the Seeker and Enel S.p.A OpenInnovability legally harmless for any advice they may provide as to the quality or suitability of submitted solutions and agrees to waive any claim against Enel (OpenInnovability) and the Seeker for Solver's failure to win an award. The meeting of the requirements of the eRFP Challenge Statement does not mean that you will be contacted by Enel S.p.A..

**At the time you send any Proposed Solution, in whole or in part, to Open Innovability, and whether or not your Proposed Solution is selected by Enel S.p.A., the Proposed Solution and associated materials (if any) shall become the property of Seeker and will not be returned.** Seeker, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use your Proposed Solution (and have no obligation to you or any other person or entity after your Proposed Solution is received).

All intellectual property rights, if any, in the idea or concept demonstrated by the Proposed Solution will remain with the Solver. By submitting a Proposed Solution to this Challenge, each Solver agrees to grant to Enel S.p.A. the right to use the Proposed Solution and the associated IP rights for the only purpose of the Challenge.

Please also be aware that your Proposed Solution may not be acknowledged and will not be received or held "in confidence" and your Proposed Solution does not create a confidential relationship or obligation of secrecy between you and any of the entities involved in this Challenge. You recognize that other persons, including other Solvers, may have provided Seeker or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Proposed Solution. You acknowledge and agree that Seeker shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Seeker's use of such materials. By submitting a Proposed Solution, you understand, recognize and accept that Seeker has access to, may create or has created materials and ideas which may be similar or identical to the Proposed Solution in concept, theme, idea, format or other respects.

3. **Representations and Warranties.** You represent and warrant that:

- All information provided by you regarding yourself and, if applicable, your business ("Solver Information") is true, accurate, current, and complete information and you will maintain and update the Solver Information to keep it true, accurate, current and complete.
- If you are an individual representing a business or other entity, you are authorized to enter into this Agreement on behalf of that business or entity.
- Unless otherwise disclosed in the Proposed Solution, you are the owner of the Proposed Solution and the information contained in the Proposed Solution does not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property right and no other person or entity other than you has any right, title or interest in any part of your Proposed Solution.
- No person who was engaged by you to work on the Proposed Solution in any manner has any claims for payment of any kind, including, without limitation, for royalties, has any approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the Proposed Solution.
- You have the ability to provide the services, materials, or other requirements as set forth in the Proposed Solution in compliance with applicable laws.

4. **GENERAL CONDITIONS:** You should not register with multiple e-mail and/or street addresses. In the event of a dispute as to any Proposed Solution, the authorized account holder of the email address used to enter will be deemed to be the person who submitted the Proposed Solution. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

Participation is conditioned on providing the data required on the online registration form. Personal data will be processed in accordance with Enel (OpenInnovability)'s Privacy Policy which can be located at <https://openinnovability.enel.com/privacy/>.

When the User/Entity accesses Open Innovability and submits a solution, ENEL Spa and other ENEL Group companies that consider the solution interesting or to be better investigated, become the independent Data Controller of the processing of all the information provided by the User/Entity. Enel will transfer only Personal Data necessary to perform the contract or necessary for pre-contractual measures to allow you to participate to the Challenge.

5. Solvers should direct any request to access, update, or correct information to Open Innovability. Neither Open Innovability nor Seeker is responsible for human error, theft, destruction, or damage to Proposed Solutions, or other factors beyond its reasonable control.
6. **Conflict.** In the case of any conflict between the terms of this CSA and the [Terms of Use](#), this CSA controls.

## 7. Declaration of Honour.

By submitting the Proposal, the Solver, who is not an employee of the Enel Group companies, confirms that the Solver has read and understood the "Declaration of Honour" on exclusion criteria and absence of conflict of interests attached in Annex 1 to the present Regulation (Challenge-Specific Agreement).

8. **Award:** The Proposals that will be considered as the most interesting will give the opportunity to the respective Solvers to negotiate a collaboration agreement with Enel S.p.A. or other relevant company of the Enel Group. Nonetheless it is understood that there is no obligation for the selected Solver and for any Enel Group company to enter into any kind of collaboration. The signing of a collaboration agreement is subject to all the internal checks and procedures in force within the Enel Group.

### **ANNEX 1 Declaration of Honour**

I undertake to inform Enel S.p.a and the Seeker, immediately, if after the date of submission till the end of the evaluation process, any of the exclusion of conflict of interest causes will arise.

Declaration of honour on exclusion criteria and absence of conflict of interest

It is declared that the Solver is not in one of the following situations:

- a) it is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) it or persons having powers of representation, decision making or control over it have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
- c) it has been guilty of grave professional misconduct proven by any means which the contracting authority Bank and international organisations;
- d) it is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) it or persons having powers of representation, decision making or control over it have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- f) has not made false declarations in supplying the information required, as a condition of participation in the challenge or does not fail to supply this information;
- g) is not in one of the situations of exclusion, referred to in this Regulation (Challenge-Specific Agreement).

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