

Rules for Participation in the ERAMET Open Innovation Challenge 2019

Terms & conditions

Acceptance of the terms and conditions of this agreement (the "Challenge Terms and Conditions") is a prerequisite for participation in the ERAMET Open Innovation Challenge 2019 settled by (1) ERAMET SA, a company created and existing under the laws of France, with its head office at 10 Boulevard de Grenelle, 75015 Paris and (2) ERAMET Ideas, the research center of ERAMET SA (the "Organizer").

The ERAMET Open Innovation Challenge 2019 is set-up by PROMETIA, an international non-profit association (AISBL), according to 1921 Belgium law, established in Brussels (the "Coordinator").

The ERAMET Open Innovation Challenge 2019 is a two-stage challenge:

- From April, 3rd 2019 to June, 5th 2019: proposal submission on the website
- From July, 3rd to August 31st 2019: pitching of the 3 best ideas

The winner announcement will be on September, 10th 2019 on the challenge website (<http://prometia.eu/challenge-eramet/>). The winner will be personally informed by e-mail as soon as the evaluation committee has made its decision.

The Organizer, the Coordinator and the Participant are also referred to below as the "Parties" and individually as a "Party".

1. General rules governing the ERAMET Open Innovation Challenge 2019

The ERAMET Open Innovation Challenge 2019 is open to legal entities such as companies, associations, universities and other legal entities anywhere in the world. Each Participant requires one or several contact persons who are in charge of the proposal(s) and responsible for communications with the Organizer.

Participation is free of charge, and no fees will be charged to the Participants.

First stage of the challenge:

Participants must register their interest in participating in the ERAMET Open Innovation Challenge 2019 by registering at: <https://prometia.eu/challenge-eramet/>. Participants must use the template available on the website to submit their idea. Proposal can be submitted in English or French. The proposals not respecting the template and the language required will be rejected. The submission period is open from 3 April 2019 to 5 June 2019 17:00 pm CET. Any registration after the deadline will not be accepted. One contact person cannot register more than three (3) proposals.

Assessment:

The Organizer will conduct an initial review of the Proposals to ensure that the Proposals fulfil and comply with eligibility criteria and the format of the Proposals as set out in the Challenge Terms and Conditions.

All eligible and complete Proposals that comply with the format will be assessed by an Evaluation Committee composed of Eramet experts and members of the Eramet Innovation Council. In the event that two (2) or more proposals present similar ideas, the evaluation committee will choose as a priority the proposal that has collected the most points with regard to the "implementation of the solution" criterion.

No questions regarding how a particular Proposal has been assessed will be answered by the Organizer and no other feedback will be given on a submitted Proposal.

Criteria:

The proposal submitted by the Participant will be evaluated following different criteria gathered in three (3) categories mentioned below:

- General
 - o Understanding of the proposal
 - o Description of the idea
 - o Strengths and resources of the Organization submitting the proposal
- Innovation
 - o Innovativeness of the solution
 - o TRL situation
 - o Environment, safety and economic aspects
- Implementation of the solution
 - o Robustness of the implementation methodology
 - o Technical feasibility
 - o IP issues

The Proposal will be evaluated out of a total of thirty (30) points. The minimum number of points required to reach the second stage of the process, i.e. the pitching session is at least twenty-five (25) points. In the event that more than 3 proposals are above twenty-five (25) points, these proposals will be ranked and the three (3) proposals that will be at the top of the list will be invited to the pitching session.

Second stage of the challenge:

The owners of the three (3) best ideas selected by the evaluation committee will be contacted by e-mail by July, 3rd 2019. Pitching sessions will then be organized from July, 3rd to August 31st 2019. Pitching sessions will occur preferably in the form of a physical meeting organized at Eramet Ideas in Trappes (France) or at Eramet headquarters in Paris (France). In this case, travel costs will be at the expense of the participant.

The announcement of the winner of the ERAMET Open Innovation Challenge 2019 will be done by September, 10th 2019.

Prize allocation

The total prize allocation that may be paid out in the Prize Challenge, in the sole discretion of the Organizer, is a maximum of fifty thousand Euros (€ 50 000).

The prize allocation shall be awarded as follow:

- Fifteen thousand Euros (€ 15 000) awarded to the winning Proposal (the “First Dotation”)

- Thirty-five thousand Euros (€ 35 000) awarded to confirm the feasibility of the Proposal at lab scale at the Participant premises, using a representative sample provided by Eramet (the “Second Dotation”)

For the avoidance of doubt, the Organizer is under no obligation to pay any prize money to the Participant in case the Proposal shall not fully comply with the assessment criteria. The Prize Challenge can be cancelled at the sole discretion of the Organizer in case no more than three Proposals, complying with the assessment criteria can be assessed by the Evaluation Committee.

For the avoidance of doubt, the Evaluation Committee shall decide in its sole discretion if the winning Proposal can be more developed by the Participant and consequently will award to the winning Participant the Second Dotation.

The Participant that has submitted winning Proposal will be notified by e-mail by September 10th 2019. Other Participants will not receive any notification of the results of the Prize Challenge other than the information provided on the Coordinator's website.

This prize money constitutes the total amount that will be paid for the winning Proposal and covers all taxes, social security charges and other fees and charges of any kind whatsoever payable by both the Organizer and the Participant, including VAT and similar taxes and charges. The prize money will be paid into the bank account provided by the Participant. The prize money will be paid out within forty five (45) days after the winner is announced.

As the Prize Challenge is organized with the PROMETIA network, the winning Participant, if this has not already been done, shall be obliged to become a PROMETIA member and accept the PROMETIA statutes. In case Participant is not yet member of PROMETIA network, the Organizer will also offer to the winning Participant a one (1) year admission fees to the PROMETIA network (the value of the fees is estimated to five thousand Euros (5000 €)).

At last, Eramet will offer to the winning Participant the possibility to visit two (2) European Eramet plants.

2. Confidentiality

The Parties guarantee the confidentiality of the documents and information, of any kind whatsoever, of which they become aware in connection with Eramet Open Innovation Challenge and that are specifically identified as “confidential,” as well as of documents and information the disclosure of which would harm the other Party, in particular financially, technically or strategically.

The Parties shall take all useful precautions, in particular, to prevent the disclosure or use of confidential information or of commercial or manufacturing secrets by their employees, staff, or any other third party.

Information shall not be deemed confidential if the receiving Party is able to show:

- That it disclosed it after obtaining the prior written authorization of the other Party or that the disclosure was carried out by the other Party;
- That the information entered the public domain after its disclosure or was part of the state of the art at the time of its disclosure, provided, in either case, that it is not in the public domain or part of the state of the art as a result of a violation of a confidentiality obligation owed to the Party that transmitted it;
- That it results from internal developments of a Party without the use of confidential information of the disclosing Party;
- That it was received from a third party without violation of a confidentiality obligation owed to the other Party;
- That its disclosure was required by a mandatory legal or regulatory provision or pursuant to a final court decision. However, in such cases, the Party that is forced to disclose the information may be held liable if one of the following conditions has not been complied with:
 - That it has informed the Party that communicated the information of the obligation to disclose it, in writing and in advance and that it has limited the disclosure to information that was strictly necessary to satisfy its obligations.

The above exceptions are not cumulative.

Each Party that receives confidential information from the other undertakes to use such information solely in the framework of the Eramet Open Innovation Challenge and acknowledges that such information remains, in any event, the property of the Party that disclosed it.

Moreover, within ten (10) business days following expiration of the Eramet Open Innovation Challenge, the Parties undertake to destroy all the confidential information that they have received in connection with the Prize Challenge.

The receiving Party may disclose confidential information only to its legal representatives, employees, suppliers, service providers, and subcontractors, and only on a need-to-know basis for the performance of the Eramet Open Innovation Challenge.

Confidential information must be kept confidential throughout the term of the Eramet Open Innovation Challenge and for five (5) years following its expiration, whatever the reason.

A breach of the improper use or disclosure of confidential information set forth in these Challenge Terms and Conditions would cause irreparable damage to the non-breaching Party. In the event of such breach, the non-breaching Party shall have, in addition to any and all remedies of law or by these Challenge Terms and Conditions, the right to seek an injunction, specific performance or other equitable relief, to prevent such breach, before any court of competent jurisdiction. In any action relating to the breach or threatened breach of these Challenge Terms and Conditions, the non-breaching Party may recover, in addition to its damages, the expenses of such action, including its attorneys' fees and litigation/arbitration expenses.

3. Ownership

Each Party retains all right, title and interest in and to its confidential information, including any translation thereof, and the receiving Party expressly recognizes the disclosing Party's confidential rights and ownership interest in and to the confidential information and the confidential nature thereof. No rights or licenses are granted to the receiving Party in any invention, patent, copyright, trademark, mask work, know-how or trade secret of the disclosing Party.

4. Responsible activities

The Participant undertakes to comply with the principles set forth in ERAMET's Responsible Purchasing Charter, hereinafter the "Charter," available in its most recent version via the link:

In the event that the Participant is unable to comply with one of the principles and/or requirements set forth in the Charter, or refuses to implement it, Organizer reserves the right to terminate all or part of the agreements entered into with the Participant, for fault and without giving rise to any right to indemnification.

5. Participant's warranties

The Participant warrants that the Participant owns the intellectual property rights to the Proposal and that all rights to the Proposal can be used freely by the Organizer with confidentiality restrictions shown at point 2. The Participant warrants that the Proposal does not infringe any third-party intellectual property rights and undertakes to indemnify the Organizer for any costs and losses of any kind whatsoever arising from any third-party claim that the submitted Proposal infringes the rights of any third party or that a third party holds any rights to the Proposal.

The Participant warrants that the Participant is not prevented by any statutes, rules, regulations, bylaws or contracts from entering into the Prize Challenge.

By accepting these Challenge Terms and Conditions and participating in the Eramet Innovation Challenge, the Participant acknowledges that:

- (i) the Participant will not violate any applicable laws, regulations, policies or rules, including relating to money-laundering, corruption, bribery, financing of terrorism or any other similar offences; and

(ii) the award of any prize is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in the Organizer obtaining or retaining business or a business advantage or any other benefit.

6. Applicable law and dispute resolution

The Parties expressly agree that these Challenge Terms and Conditions are governed by French law, including both its substantive and procedural rules.

The Parties shall attempt to amicably resolve any dispute relating to the interpretation or performance of these Challenge Terms and Conditions. If the disagreement cannot be resolved by mutual agreement within fifteen (15) days, the first Party to act may bring the dispute before the competent courts of Paris, notwithstanding a plurality of defendants or the introduction of third parties, including for emergency proceedings or protective proceedings, on an interim basis or upon petition.