

## **Enel S.p.A. Storage Challenge Regulation**

### **1. Introduction**

Enel S.p.A. is looking for new storage technologies, architectures and control strategies to lower energy storage costs, to improve the way our Energy Storage assets are built, operated and maintained, in order to maximize their profitability and sustainability overall the whole value chain.

In order to scout such innovative solutions, Enel S.p.A. (hereunder also “Enel”) the Enel Group Holding company launched on Enel Group Open Innovability® platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)] an open Challenge (hereinafter the “Challenge”) Challenge.

### **2. Description of the Challenge**

The Challenge is relevant to the following issue: **Energy Storage Systems: Technologies and Components to minimize costs and maximize proficiency**

### **3. Definition of Submission**

The proposer who takes part to this Challenge (hereinafter the “Applicant”) will submit the solution through ENEL Group Open Innovability® platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)] related to the issue described in paragraph 2 (hereinafter the “Proposal”).

### **4. Eligibility of Applicants**

Eligibility will not be granted to people involved in the organization and management of the Challenge or admitted to the Open Innovability® Portal back office, nor to their spouses or partners and their relatives up to the fourth degree determined according to Italian law.

The Challenge is reserved to Startups, SMEs, Industries, Universities; Research institutes located in any country.

If you are a natural person and you are over 18 years old, please consider to submit you proposal to I have a Project section dedicated to the individual innovators.

If you are an employee of an Enel Group company and you are not involved in the organization and management of the Challenge or admitted to the Open Innovability® Portal back office, nor to their spouses or partners and their relatives up to the fourth degree determined according to Italian law, please consider to submit your idea to the Make it Happen! program.

By applying to the Challenge You represent and warrant that:

1) You are eligible to participate in the Challenge; With regard to the eligibility criterion requesting the absence of any lien of kinship or marriage with the people involved in the organization and evaluation process of the Challenge, it is Your responsibility to verify with the members of Your kinship or spouse (whether any of them is connected in anyway with

the Challenge and request (by e-mail to [openinnovability-support@enel.com](mailto:openinnovability-support@enel.com)), if necessary, any additional information to Enel and/or the Relevant Company to fulfill such obligation;

- 2) All the information contained in Your Proposal is true, accurate and complete;
- 3) You have viewed and accepts the privacy policy of the Enel Open Innovability® platform;
- 4) 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 neither contains content that is defamatory or in violation of any law, irrelevant to the Challenge, or otherwise inappropriate, as determined by Enel S.p.A. and/or the Relevant Company, in its sole discretion;  
Enel and/or the Relevant Company reserve the right to ask for additional evidence or documents to validate that all information supplied by applicants is true and complete;  
If Enel and/or the Relevant Company have reason to believe that the Applicant may violate any of those policies, Enel and/or the relevant company of the Enel Group reserve the right to prohibit the participation in the Challenge or withheld the reward at any time.
- 7) You haven't breached any laws in your country of residence regarding the legality of entering the Challenge;
- 8) You are not in a position of conflict of interest with the Challenge;
- 9) You release and undertak to hold harmless Enel and/or the Relevant Company, and its subsidiaries, affiliates, employees and agents from any and all liability or any injury, loss or damage of any kind arising from or in connection with this Challenge.

Enel inform that Enel Group in managing the business activities and the relationships refers to the principles contained in its Code of Ethics, in the Zero Tolerance Plan against the corruption and in the Compliance Program pursuant to Italian Legislative Decree 231/2001 (available at [www.enel.com](http://www.enel.com)).

Enel and/or the relevant company of the Enel Group reserve the right to reject any Proposal that does not comply with these Regulation.

## **6. Application**

Proposals will be submitted exclusively online through the Enel Group Open Innovability® platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)] and shall be exclusively in English. Proposals submitted by any other means will not be considered. Proposals will be submitted in a single stage, by submitting an online Proposal, which will include:

- 1) Information about the Applicant;
- 2) Information about the Proposals;
- 3) A list, which shall specify all rights of ownership and use in the pre-existing intellectual property rights.
- 4) Possibility to upload documents for a maximum of 5 files, no heavier than 2GB each.

Applicants are strongly recommended not to wait until the last minute to submit the Proposal. Failure of the proposal to arrive in time for any reason, including extenuating circumstances, will result in rejection of the Proposal.

## **7. Phases and deadlines**

The Challenge is structured in the following steps:

### **Phase 1 – Submission**

It will be possible to submit Proposals on the Enel Group Open Innovability® platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)] from 22nd of February, 2018.

Applicants must accept these Regulations, the Terms of Use and Private Policy of the Open Innovability® platform, as well as declare under their own responsibility the ownership or right of usage of any intellectual property rights involved in the proposal.

In case of conflict between the present Regulation and the Terms of Use this Regulation will prevail

*Communication to participants:* after a formally valid submission, the applicants will receive a confirmation by email.

### **Phase 2 – Evaluation**

Enel and/or the Relevant Company, availing themselves of both internal and external resources, as deemed fit, will evaluate the Proposals every 3 months, from..... The Proposals will be evaluated based on the criteria below according to the unquestionable judgment of Enel and/or the relevant company of the Enel Group

- Presentation of the Proposal: Completeness and clarity of the material
- Business Potential: Relevance of the technology proposed to generate revenue and/or economic value
- Technical feasibility and potential: the proposed technological solution can be realized/used and has a high level of quality and distinctiveness
- Economics: Accuracy and credibility of the costs/benefit analysis
- Innovation level: level of innovation of the idea proposed with the other solutions already used in Enel and/or the relevant company of the Enel Group.
- Applicant credibility: experience in technology or industry, educational qualifications, credentials, team composition (if the proposal is subscribed by a group)

The Proposals lacking major elements for their proper evaluation or manifestly unsubstantiated will be discarded.

*Communication to participants:* Specific communication will be sent to the winner and to the unselected applicants.

### **Phase 3 –Winner Announcement**

Every 1 month after the end of the trimester of evaluation, Enel and/or the Relevant Company will contact the winner asking for some additional information in view of reward which will be made to each winner by Enel and/or the Relevant Company within approximately 90 days after the completion of Enel and/or the relevant company of the Enel Group's verification procedures and the submission by the Applicant of the required declarations. The reward is conditioned upon the winner's cooperation with Enel and/or the relevant company of the Enel Group's verification procedures.

After the communication to the winner, Enel and/or the relevant company of the Enel Group will publish the name and the details of the winner of each issue with a description of their Proposal and the reasons for their choice on the Open Innovability® platform, Enel website and Enel Group's social channels (Facebook, LinkedIn and twitter).

## **8. Reward**

The selected proposals will be rewarded with the possibility to sign a collaboration and testing agreement with Enel and/or the relevant company of the Enel Group.

In particular, Enel and/or the relevant company will provide the winner with:

- the chance to receive the technical support to test the solution proposed by the relevant Enel Group Company (the "Relevant Company"), granting access to infrastructures, high-tech locations and co-working areas;
- the chance to being connected to international stakeholders, thanks to the global network of physical Enel Innovation Hubs around the world.

Enel and/or the Relevant Company will bear the costs of the testing activities: for each project the necessary amount and the modalities will be evaluated together with the winning applicant. If the test/PoC will be successful, Enel and/or the Relevant Company, directly or indirectly through a company of the Enel Group, might offer a concrete opportunity to scale-up the solution by adopting it through commercial agreements.

**Enel and/or the relevant company have no obligation to select a winning proposal.**

## **9. Intellectual property rights and Confidentiality**

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, you are aware that the Proposed Solution and associated materials (if any) will not be returned, and shall be used only for the evaluation of the Proposed Solutions within the Challenge. Enel S.p.A., 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 Applicant. By submitting a Proposed Solution to this Challenge, You are aware that Enel Spa may share your Proposal with the companies of the Enel Group and their suppliers for the evaluation of the Proposed Solutions within the Challenge.

**BY SUBMITTING A PROPOSED SOLUTION YOU UNDERTAKE TO MARK ANY CONFIDENTIAL INFORMATION AS STRICTLY CONFIDENTIAL**

Enel Spa, undertake to treat as confidential any information marked as strictly confidential by the Applicant and to not disclose the Confidential Information to any third party. For the purposes of this Regulation Enel group companies and their suppliers are not considered as third parties. You recognize that other persons, including other than the Applicants, may have provided Enel S.p.A. 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 Enel S.p.A. shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from Enel S.p.A.'s use of such materials. By submitting a Proposed Solution, You understand, recognize and accept that Enel S.p.A. 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.

You undertake to treat as confidential any information that Enel Spa, and any Enel group company will exchange with You within Challenge. Each confidentiality obligations set in this Regulation shall survive after the termination of this Challenge.

## **10. Changes to Regulations**

BY submitting the Proposals, Applicants acknowledge and accept that Enel and/or the Relevant Company could vary these Regulation at any time. This includes changes to dates for deadlines and events, locations or specifications of the Challenge.

Enel and/or the Relevant Company will post any change to these Regulation on the Challenge platform [[www.openinnovability.enel.com](http://www.openinnovability.enel.com)]. Applicants should regularly visit the Open Innovability® Challenge platform to check if any update of the Regulation has been posted.

## **11. Conflict**

In the case of any conflict between the terms of these Regulations and the Terms of Usage of the Open Innovability® platform, these Regulations shall prevail

## **12. Cancellation, changes or suspension of the Challenge in case of irregularities in the Challenge**

If someone cheats, or a virus, bug, internet bot, catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled (also referred to as force majeure) affects the fairness and/or integrity of this Challenge, Enel and/or the relevant company of the Enel Group reserve the right to cancel, change, or suspend this Challenge. This right is reserved whether the event is due to human or technical error. If a solution cannot be found to restore the integrity of the Challenge, Enel and/or the relevant company of the Enel Group reserve the right to select winner from among all eligible entries received before Enel and/or the relevant company of the Enel Group had to cancel, change or suspend the Challenge. If any Applicant or member of a team attempts to compromise the integrity or the legitimate operation of this Challenge, or if Enel and/or the relevant company of the Enel Group have reason to believe that an Applicant or member of a team have compromised the integrity or the legitimate operation of this Challenge by cheating, hacking, creating an internet bot or other automated program, or by committing fraud in any way, Enel and/or the Relevant Company may seek damages to the fullest extent permitted by law. Further, Enel and/or the Relevant Company may disqualify and ban any unfair participant from any future Challenge.

## **13. Costs and taxes**

Any cost and tax relevant to the participation to the Challenge or the receipt of reward shall be exclusively borne by the Applicants. Applicants are requested to check the applicable costs, duties and taxes according to the laws of the jurisdiction where they reside or where are otherwise obliged to pay taxes.

## **14. Limitation of liability**

In addition to any other limitation of liability contained in these Regulations, Enel and/or the relevant company of the Enel Group are not liable for possible deficiencies of the platform. Enel and/or the Relevant Company are not responsible for problems regarding computers, networks or any other reasons that may lead to lost, damaged or late entries.

## **15. Future collaborations**

Winning the Challenge does not give any other right than receiving the reward.

## **16. Governing law and jurisdiction**

The Challenge is ruled by Italian law. Any disputes shall be exclusively set by the Courts of Rome.

## **Declaration of Honour**

### **ANNEX 1**

#### **Declaration of Honour**

I undertake to inform Enel S.p.a. 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

The undersigned Applicant declares that it (or persons having powers of representation, decision making or control over it) is not in one of the following exclusion situations:

- a) bankrupt, being wound up, having affairs administered by the courts, entered into an arrangement with creditors, suspended business activities, subject to any other similar proceedings or similar procedure provided for in national legislation or regulations;
- b) convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- c) guilty of grave professional misconduct;
- d) in breach of social security or tax obligations 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) committed fraud, corruption, involved in a criminal organization or any other illegal activity;
- f) subject to a conflict of interest;
- g) made false declarations in supplying the information required, as a condition of participation in the challenge or has not failed to supply this information;

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