Call for Research Projects 2020

BITBRAIN’S TERMS AND CONDITIONS for Call for Research Projects 2020

1. GENERAL TERMS

1.1 These Terms and Conditions (“T&C”) shall apply to the participation in BITBRAIN’s Call for Research Projects 2020 as defined on https://www.bitbrain.com/call-for-projects-2020 (“the Website”).

1.2. By applying to Call for Research Projects 2020 through the Website, participants consent to abide by these T&C in full.

1.3 BITBRAIN means Bit & Brain Technologies S.L., a company incorporated and existing under the Laws of Spain, holder of VAT No. ES B-99241655, with registered address at Paseo Sagasta 19, Entresuelo dcha. 50008 Zaragoza, Spain. Tel. +34 935041083. Email info@bitbrain.com.

1.4 Call for Research Projects 2020 is an original idea and an open call for selecting and sponsoring specific research projects in the terms defined below, developed by BITBRAIN.

1.5 BITBRAIN reserves the right to cancel or amend all or any part of the Call for Research Projects 2020 and/or the T&C, without notice and at any time. Any amendment or cancellation shall be posted on the Website. It is the responsibility of participants to keep themselves updated.

2. TERMS FOR PARTICIPANTS IN THE CALL FOR RESEARCH PROJECTS 2020

2.1 By applying to the Call for Research Projects 2020, participants hereby warrant that all information provided is true, accurate and complete in every respect. BITBRAIN reserves the right to verify any information contained in the application forms, as well as the eligibility of participants to enter the Call for Proposals 2020.

2.2 The Call for Research Projects 2020 is open to researchers (individuals over 18 linked to a University or research institution) with an original research project in the fields mentioned in Section 5.1, irrespective of their place of residence, but with the limitations of US export control laws.

2.3 Any person that is: (a) an employee of BITBRAIN; or (b) a family member or a close relationship of such employee, is not eligible to enter the Call for Research Projects 2020. BITBRAIN reserves the right to disqualify any person who does not meet these criteria.

2.4 BITBRAIN reserves the right, in its absolute discretion, to disqualify any participant if it has reasonable grounds to believe that such participant has breached any of these T&C, any applicable law (including copyright laws) or has otherwise infringed the intellectual property rights of any third party. Each participant acknowledges and agrees that any failure to comply with these T&C could lead to disqualification.

2.5 In the event of disqualification of a selected applicant, BITBRAIN will select an alternative applicant, according to these T&C.

3. SUBMISSION OF PROPOSALS

3.1 Application Forms must be downloaded from the Website, filled-in (all fields are mandatory) and submitted through the Website on or before the deadline, which is the 21st of September 2020.

3.2 Submission of proposals is free of charge.

4. TIMELINE

• Deadline for submitting applications: September 21st 2020.
• Communication of selected participants: October 6th 2020.
• Equipment delivery to selected participants: January 2021.
5. **PROJECT ELIGIBILITY AND SELECTION PROCEDURE**

5.1 **Call for Research Projects 2020** is open to the following two (2) research lines. BITBRAIN will prioritize original research projects focusing on basic theory or applications in:

- Neuroscience in real-world - Human Behavior Research (HBR) open call for projects that expand human behavior understanding by multimodal approaches, preferably in ecological and natural conditions. The research includes but is not limited to Cognitive sciences, Education research, Developmental psychology research, Human performance, UX or Human factors, Neuroeconomics, Hyperscanning, etc.
- Neurotechnology in real-world - Brain-Computer Interfaces (BCI) open call for projects that expand the introduction or usage of brain-computer interfaces in ecological and natural conditions. Research focuses on the application of brain-computer interfaces in real-world scenarios in areas such as Immersive environments, Neurorehabilitation, Neuroadaptive Technologies Hyperscanning, etc.

5.2 An external tribunal appointed by BITBRAIN and composed of four (4) members from the international scientific community ("the Tribunal"), shall assess all applications submitted, confirm their eligibility and select the winning projects, by applying the following criteria:

- Novelty with respect to the state of the art (1/10).
- Research objectives and methodology (3/10).
- Expected research outcomes, with their significance, and impact (2/10).
- Execution and dissemination plan (1/10).
- Adequation of the project to the Call (1/10).
- Adequation of the research team to the Call (2/10).

5.3 The Tribunal shall select up to a maximum of four (4) research projects to be sponsored through this Call for Proposals, although it shall not be obliged to award all possible sponsorships if the projects submitted do not comply with all the requirements under this T&C, or, in the opinion of the Tribunal, they do not have enough quality. The decisions of the Tribunal shall be final and unchallengeable, and no discussion shall be entered, comment issued, or reason given in respect of any decision made.

6. **PROJECT SPONSORSHIP AND SPONSORSHIP-WINNERS**

6.1. Under the terms set forth in Section 5.3, BITBRAIN shall sponsor up to a maximum of four (4) projects, in the form of free equipment loans of BITBRAIN’s dry and semi-dry EEG systems, for two years, at the end of which BITBRAIN may decide to transfer title to the equipment to the winning researchers, at no cost, based on the results of the research project, at BITBRAIN’s discretion.

6.2 The Tribunal will make a proposal to BITBRAIN concerning the equipment combination more suitable to help the winning projects.

6.3 Sponsorship-winners will be selected and notified exclusively through email and they must execute an equipment free loan agreement with BITBRAIN or any subsidiary in the BITBRAIN Group -at BITBRAIN’s choice-, before delivery of the equipment. Such equipment loan agreement will set the terms and conditions of use of the equipment for the research projects. Failure to sign the equipment loan agreement within the time schedule set forth in Section 4 shall allow BITBRAIN to disqualify the Sponsorship-winner and select an alternative winner in accordance with Section 2.5 above.

6.4 In addition to the free equipment loan described above, BITBRAIN shall promote the selected projects and their researchers, by using the promotional and communication means considered suitable thereto, at BITBRAIN’s choice. Such list shall only disclose the name, field and target of the projects, the participants' name, scholar title, research Institution (if any) and place of residence.

6.5 Sponsorship-winners commit to:

- a. Hold a kick-off meeting on the date and venue to be agreed with BITBRAIN, with the aim of establishing the research goals, agreeing on the milestones and on the combination of equipment to be lent by BITBRAIN. If the meeting is held presential, the costs of attendance shall be borne by the winning researcher.
- b. Hold at least one follow-up meeting per year under the equipment loan agreement, to assess progress of the research projects, on the same conditions established above.
c. Mention the sponsorship by BITBRAIN in any publication, paper, public demo or communication of the research project.
d. Deliver to BITBRAIN a final report on the performance of the equipment in the research project at the end of the loan agreement and seek BITBRAIN’s prior written consent to make such results public.

6.7 At the end of the equipment loan period, Sponsorship-winners will have the option of keeping the equipment indefinitely, at no additional cost, at BITBRAIN’s sole choice.

7. TAXES

7.1 Sponsorship winners shall be solely liable for complying with any tax implication in their countries of residence, arising out of the equipment loan or of the equipment donation, according to any applicable law.

8. LIABILITY

8.1 BITBRAIN accepts no responsibility for any damage, loss or disappointment of any kind suffered by any participant in the Call for Research Projects 2020, including because of any participant being awarded or not a sponsorship.

8.2 BITBRAIN accepts no liability for applications lost, damaged, or delayed due to computer error.

9. INTELLECTUAL PROPERTY

9.1 Nothing in these T&C shall be construed as to grant participants any title, license or right in connection with BITBRAIN’s Intellectual Property, including but not limited to proprietary rights, patents, know-how, software, trademarks, slogans, translations, utility models, trade names, domain-names, websites, designs, models, algorithms, concepts, or related ideas and any applications thereof, as well as copyrights and related rights, trade secrets and confidential information, concerning BITBRAIN’s devices and accompanying documents.

9.2 The contents on the Website are also protected by BITBRAIN’s or its suppliers’ intellectual property rights. Their use or reproduction is subject to express citation of BITBRAIN’s URL address. This citation is only permitted though a cover image or explanatory text linking to the Website; integration in a different website is expressly prohibited. Any other use of the contents on the Websites requires BITBRAIN’s express written consent.

10. PERSONAL DATA PROTECTION

10.1 BITBRAIN’s privacy policy concerning collection and processing of personal data is as disclosed herein: https://www.bitbrain.com/consent-and-privacy-policy. By applying to the Call for Research Projects 2020, participants consent to the processing of their personal data as provided therein.

10.2 All Sponsorship-winners unconditionally agree (as a condition for the free loan of BITBRAIN’s devices) to: (a) the use of their name, one or more photographs or images of themselves, their Research Institution (if any) and disclosure of their country of residence; and (b) co-operate with or participate in any other reasonable post Call for Research Projects 2020 advertising and communication, as decided by BITBRAIN solely.

11. APPLICABLE LAW AND JURISDICTION

11.1 These T&C shall be construed according to and governed by the Laws of the Kingdom of Spain.

11.2 Registration with the Call for Research Projects 2020 implies that any dispute, discrepancy, question or claim arising from the performance or interpretation of these T&C or in connection with them, directly or indirectly, shall be submitted to the competent Courts in the City of Zaragoza (Spain).