

# **Sacyr**

# **iChallenges**

Open Innovation: Program  
Terms and Conditions

5<sup>th</sup> June, 2024

<b>1. Introduction/Context</b>	<b>3</b>
<b>2. Objectives</b>	<b>3</b>
<b>3. Target Audience</b>	<b>3</b>
<b>4. Participation Requirements</b>	<b>4</b>
<b>5. Applying to Participate</b>	<b>5</b>
<b>6. The Program</b>	<b>5</b>
<b>7. Implementation of Pilot Projects</b>	<b>6</b>
<b>8. Financial Compensation</b>	<b>7</b>
<b>9. Phases and Dates</b>	<b>7</b>
<b>10. Proposal Evaluation and Selection Criteria</b>	<b>8</b>
<b>11. Rights recognized to the Sacyr Group under the Sacyr iChallenges Program</b>	<b>8</b>
<b>12. Confidentiality and Personal Data Protection</b>	<b>9</b>
<b>13. Intellectual and Industrial property</b>	<b>10</b>
<b>14. Assignments</b>	<b>11</b>
<b>15. Responsibility</b>	<b>11</b>
<b>16. Disclosure of Selected Projects and Image Rights</b>	<b>12</b>
<b>17. Acceptance of the Terms, Conditions and Legislation</b>	<b>12</b>
<b>18. Acceptance of the Sacyr Group Code of Conduct</b>	<b>13</b>
<b>19. Final Considerations</b>	<b>13</b>
<b>20. Consultation and Resolution of Queries</b>	<b>13</b>

## **1. Introduction/Context**

The Sacyr Group, understood as all the legal entities that comprise it, is a leading global group in the development and management of infrastructures and services, operating in more than 20 countries on four continents.

The Sacyr Group is committed to innovation and the adoption of innovative solutions as key elements to ensuring its competitiveness in the market and to fulfilling its purpose of generating a sustainable future for society through the development and management of infrastructures that generate a positive social, economic, and environmental impact for the benefit of all stakeholders.

At the Sacyr Group we are driven by the transformative potential of technology and innovation as forces that drive important change in value chains and in the norms of the economic sectors, markets and businesses in which we carry out our activities. In this context, we want to tackle this process of change together with other market agents that can complement our capabilities and accelerate the development and adoption of innovative solutions and technologies in our operations, following the framework of open innovation.

For this reason, Sacyr decided to launch the Sacyr iChallenges Program: created to promote and incorporate different innovative agents into the SACYR ecosystem that provide national and international synergies to help solve challenges faced by the different business lines in the company.

This document contains the terms and conditions for participating in the Sacyr iChallenges Program 2024.

## **2. Objectives**

The purpose of the Program is, based on identifying specific challenges or opportunity areas previously defined by Sacyr, S.A. (hereinafter, "Sacyr"), to find innovative solutions in the market that solve these challenges together, and that generate a real impact and add value to its businesses.

In order to achieve this, Sacyr publishes a series of challenges in each edition of the Program.

During the final phase of the Program, a plan to develop a proof of concept (PoC) or pilot project will be carried out with the objective to test and subsequently deploy the solution in a real environment, in the assets and/or facilities of the Sacyr Group. The pilot will be developed together between the business line responsible for the challenge and the selected solutions.

## **3. Target Audience**

This Program is aimed at various kinds of innovative agents who wish to present their projects or solutions (hereinafter, "Proposal") that respond to the challenges published by Sacyr for this edition, through the website [www.sacyrichallenges.com](http://www.sacyrichallenges.com).

Sacyr looks for Proposals that provide a differential value through the application of innovation, technology, or new models of interaction with the market, to provide a total or partial response to any of the challenges that have been defined by the business lines involved in the Program. A participating company may submit Proposals to several challenges.

The Program is open in particular to the following participants:

- Startups, spin-offs and emerging companies;
  
- Scaleups and high-growth technology-based companies;
  
- Consolidated companies, innovative SMEs, large companies, UTEs and business groups;
  
- Public and private research groups, universities and technology centers.

#### **4. Participation Requirements**

The Sacyr iChallenges Program is aimed at any agent of the innovative ecosystem that is willing to present solutions that resolve the defined challenges. The solutions must be able to be validated by being tested in collaborative projects with the Sacyr Group.

The selection process for the Sacyr iChallenges Open Innovation Program is open to participants who meet the following requirements:

- Be an agent of the innovative ecosystem that identifies with what is specified in point 3 “Target Audience” and have a team with the capacity to dedicate the necessary time to monitor, develop and fulfill the milestones and objectives established in the Program.
  
- Have the legal capacity to assume the obligations derived from these conditions, acting on behalf of a legitimately constituted business project (or in the process of being so), and to be up to date with their tax and Social Security obligations. Sacyr may require at any time the accreditation of the above by means of the corresponding certificates issued by the competent bodies.
  
- Submit an original Proposal, and/or prepared without the incorporation of contents over which there are no intellectual and/or industrial property rights of their own or of third parties. Plagiarism of a project will result in the immediate expulsion of the participant from the selection process and ineligibility to participate in future editions.
  
- Submit a Proposal with a sufficient degree of development to provide a valid alternative or a partial or total solution in any of the areas in which Sacyr has a

specific challenge. For the purposes of implementing a PoC or pilot with the business unit involved at the end of the Program, it will be considered that the product/service or technology presented must have, at least, a functional prototype that is mature enough to be tested. It is not essential that the participant has commercially launched its solution.

- Sacyr reserves the right to exclude participation in the Program in the event that any participant does not demonstrate compliance with the aspects mentioned in the previous sections.

## **5. Applying to Participate**

In order to participate in the program, it is necessary to complete the application form by registering and sending information through the online form available on Sacyr's iChallenges website [[www.sacyrichallenges.com](http://www.sacyrichallenges.com)].

Applications attempted or received after the deadline of the admission detailed below will not be considered nor assessed for participation in the program.

## **6. The Program**

The Program is structured in the following phases:

### **1. Submission of Proposals:**

On the launch date of the Program, the challenges identified by the company for this edition will be published. The Sacyr iChallenges website will publicly publish and make available the content and definition of these challenges for the innovative agents with the necessary information in order to understand through specific audiovisual materials.

### **2. Evaluation:**

The evaluation process will be carried out through the following three phases:

2.1. An initial analysis of all the Proposals submitted according to the evaluation criteria established in these terms and conditions. The Proposals that demonstrate the greatest potential and fit with the challenge will be highlighted among the Top 20 solutions. At the end of this first evaluation, the result will be communicated to the participants.

2.2. From there, a second exhaustive evaluation filter will be carried out to select the five (5) Proposals that will be invited to participate in a virtual meeting with the business unit experts. The objective of this session will be to

expand the information between the parties, clarify technical doubts and specify the aspects to be taken into account for the development of a potential proof of concept.

2.3. Based on the information collected, up to three (3) Proposals that are considered suitable for the implementation of a proof of concept or pilot project (hereinafter "Solution Projects") will be pre-selected.

### 3. Selection:

The selected innovative agents will be invited to participate in the Sacyr Innovation Summit, the closing event of the Program which will be held at Sacyr's headquarters in Madrid (Spain), to present their respective Solution Projects to the managers and teams of the corresponding business units.

During this phase, Sacyr Group business experts interested in the development of the solutions will work with the innovative agents to define the scope of the possible PoC or pilot projects (hereinafter "Pilot Scope"), defining the objectives and the specific implementation scenario (asset, facility or service designed, built, operated, or maintained by Sacyr) where each solution can be tested.

The Pilot Scope will specify the estimated timing and economic and operational scope for each case, as well as the agreed relationship framework.

## **7. Implementation of Pilot Projects**

At the end of the Program, after the Sacyr Innovation Summit, the management team of the business unit interested in implementing the solution will review the Pilot Scope and, on a case-by-case basis, will validate the necessary investment and conditions for its implementation. The following aspects, among others, will be subject to negotiation:

- 1) Collaboration mechanism between any Sacyr Group legal entity and each selected innovative agent.
- 2) Requirements for the implementation of a proof of concept or pilot project.
- 3) Contributions of each of the parties, including the explicit granting of intellectual and industrial property, know-how or any other rights derived from the Solution Project.
- 4) Participation in the economic benefits and/or in the investments necessary for the implementation of the Solution Project.

5) Participation mechanism of the Sacyr Group in the possible incorporation to the market of new products derived from the Solution Project.

Any legal entity of the Sacyr Group may negotiate at the same time with each of the pre-selected innovative agents. The negotiation will be extended for the period necessary for the parties to reach an agreement, establishing a maximum period of 45 calendar days from the date of the Sacyr Innovation Summit. The content of said agreement will be incorporated into a Collaboration Contract, which will be signed by the parties for the regulation and proper development of the Solution Project.

In the event that an agreement is not reached with an innovative agent, the Sacyr Group will not incur any obligation to make reparations to the other party, nor will it be obliged to carry out any proof of concept or pilot project, and may declare this edition of the Sacyr iChallenges Program void.

## **8. Financial Compensation**

Subject to the agreement of the parties, Sacyr agrees to dedicate the resources and investment necessary for the proper development of the Solution Projects. By allowing, under optimal conditions, the agreed objectives to be achieved, without limiting or predefining the amount allocated to financing these Pilots at the beginning of the Program, given the heterogeneity of the possible projects.

## **9. Phases and Dates**

The program will be developed according to the following phases (see details at [www.sacyrichallenges.com](http://www.sacyrichallenges.com)):

- Proposal Submission Phase: The registration period will begin from the publication of these rules on June 5, 2024 at 10:00h (GMT + 1) and will remain open until August 2, 2024 at 08:00h (GMT + 1).
- Evaluation Phase: The evaluation period for Proposals will run from September 1, 2024 until the third week of October 2024, at which time the shortlisted Proposals will be notified of their progression to the next phase.
- Selection Phase: From the last week of October 2024, work will be carried out to fine-tune up to 3 Solution Projects per challenge, which will be presented at the Sacyr Innovation Summit. The event will be held in December. The exact date will be announced when the selected Solution Projects are announced.

## **10. Proposal Evaluation and Selection Criteria**

All Proposals received will be evaluated by the Program's technical team, made up of innovation and business experts from within and outside Sacyr, including specialists from the business units involved in each challenge.

The evaluation will be carried out taking into account (without limitation) the criteria described below:

- **Potential Business Impact:** Potential volume of future revenue generation, savings or economic benefit transferable to the business unit and/or Sacyr Group as a result of the implemented solution, differential value contributed or potential for development of competitive advantages for the business in the medium term (e.g. access to new technologies, access to technical profiles etc.).
- **Product/Technology:** Innovative degree of the product or service compared to the state of the art in the sector, degree of maturity of the technology or product developed or scalability potential of the solution within the business (leveraging resources, infrastructure, existing geographies, etc.).
- **Team and Company Maturity:** Experience and knowledge of the entrepreneurial team, degree of maturity of the business (e.g. key alliances and partners, initial investments, customers, first sales, etc.), capital needs, internal organization and processes.
- **Previous Experience Working with Other Companies or Institutions (companies, universities, etc.):** development, implementation, licensing or other experience as a supplier (e.g. have sold consulting or development parts to a company, experience in understanding third-party problems / defined by a third party), motivation / interest in collaborating with a corporation.
- **Viability of the Collaboration:** Satisfactory outcome for Sacyr of the negotiation and team alignment process defined in the previous section, reflected, if applicable, in the Pilot Scope document. Sacyr's decisions in all matters contained in these terms and conditions shall be final and need not be reasoned.

The submission of Solution Projects to iChallenges implies acceptance of these rules in their entirety.

#### **11. Rights recognized to the Sacyr Group under the Sacyr iChallenges Program**

The participation of the selected projects in the Sacyr iChallenges program will imply the recognition in favor of the Sacyr Group of the following:

##### **Image Rights**

Participants authorize the Sacyr Group to invite specialized and/or general press to cover the different activities carried out during the program period.

Likewise, all selected participants shall authorize the Sacyr Group to disseminate and



publish on the Internet and in the specialized and/or general press a summary of the projects in question, as well as the image and name of the participants responsible for such projects.

The foregoing shall be without prejudice to the rights resulting from the applicable legislation and/or the Collaboration Agreements signed.

## **12. Confidentiality and Personal Data Protection**

Both the Sacyr Group and the participants in the Program shall maintain in the strictest confidence any information that may be considered confidential and that has been exchanged by private means (excluding publications on websites, blogs, and other media) and not to disclose to third parties, in whole or in part, the information and documentation received from the other Party related to the Program.

The duty to maintain secrecy and the obligations and duties related to confidentiality established in these terms and conditions shall continue to be valid for a period of two (2) years from the last disclosure of any confidential information, understood as any data or fact referring or related to the Sacyr Group that becomes known due to its participation in the Program, whether technical, financial, commercial or of any other nature and whether in oral or written form and in any type of support.

These terms may be expanded and regulated with greater precision in a specific document that may be signed by mutual agreement by the parties as the selection and negotiation process progresses with the Sacyr Group business unit.

The personal data provided will be processed by Sacyr, S.A., with Tax Identification Number A28013811, domiciled at Calle Condesa de Venadito 7, 28027, Madrid, as the data controller.

Said data will be used to manage your participation in the Sacyr iChallenges program. The legal basis that legitimizes this treatment is the need for the completion of the provisions of these rules.

For this purpose, your data will be processed for a period of two (2) years for possible subsequent communications and management of the Program.

Additionally, your data will be used to inform you and send you communications, including by electronic and/or telematic means, about the activities, projects and news of both the Sacyr iChallenges program and the various innovation initiatives that we promote and that may be of interest to you, based on the legitimate interest of Sacyr, and which do not require your consent.

For this purpose, your data will be processed until such time as you decide to object to this processing, delete your data or limit the processing thereof.

We also inform you that we will share your data with other legal entities of the Sacyr Group, which may be consulted at [www.sacyr.com](http://www.sacyr.com), for the same purposes indicated.

These companies may be located in third countries, which may involve the international transfer of data outside the European Union (EU). However, and given the special attention to the treatment of your personal data that we have, when such transfer is made outside the EU, we implement measures to ensure that the personal data transferred benefit from an adequate level of protection.

We also have service providers, such as IT and web maintenance companies, or third parties on which we rely for the management of events that, in the course of providing their services, access Sacyr's personal data. However, we make a selection and control of these third parties with whom we have signed data protection agreements, where they are obliged to comply with a series of data protection obligations.

Apart from the above, we do not disclose your personal data to any additional third parties. In the event that one of our service providers or IT system providers is located outside the EU, we will take all applicable safeguards in accordance with the applicable regulations to ensure proper data handling.

By providing your data, you warrant that you have read and expressly agreed to the processing of your personal data as indicated. However, you may at any time exercise your rights of access, rectification, deletion, opposition, limitation of processing and portability, where such rights are applicable, through written communication to the postal address above or by email to [protecciondedatos@sacyr.com](mailto:protecciondedatos@sacyr.com), providing a photocopy of your ID card or equivalent document and specifying your request.

Likewise, if you consider that your data have been treated inadequately, you will have the right to file a complaint before the Spanish Data Protection Agency (C/ Jorge Juan, 6. 28001 - Madrid [www.aepd.es](http://www.aepd.es)) or before our Data Protection Delegate.

### **13. Intellectual and Industrial property**

Participants shall be responsible for having formalized the measures for the protection of their intellectual and industrial rights prior to the presentation of their Proposals.

If the Solution Project is susceptible to protection as a utility model or patent, the report on the state of the art prepared by the Spanish Patent and Trademark Office must be attached. Otherwise, Sacyr may require the innovating agent to request it as a condition for the development of the pilot project.

In the event that the Solution Project generates elements susceptible of protection in the Patent and Trademark Registry, the parties shall refrain from any written or verbal disclosure (conferences, etc.), which may prejudice the requirement of "novelty" essential for such protection to be viable.

By submitting their Draft Solutions, the innovative agents guarantee to Sacyr that:

- The Solution Projects submitted are original to their authors and/or they have full rights and disposition over them.

- In the event that the projects are the unitary result of the collaboration of one or more participants with the Sacyr Group, the project will be treated as a collaborative work in accordance with article 7 of the LPI, with the resulting rights belonging to all of them as co-authors, without prejudice to what the participants and the corresponding legal entity of the Sacyr Group agree in the Collaboration Agreement.
- The participant authorizes the Sacyr Group to publish the summary of the Solution Projects on its respective official websites, provided that the “novelty” requirement is not prejudiced and accepts that visitors to the websites have access to said information in accordance with the terms of use of said website.
- The participant authorizes the use by Sacyr Group of the name and title of his/her Solution Project, without time limit, to be mentioned on the website or for any actions or events related in any way to Sacyr iChallenges, as well as to be reflected in the historical archives and other media of Sacyr Group and the Sacyr iChallenges program.
- The participant accepts that nothing in these rules authorizes or entitles him/her to use the industrial property rights of the Sacyr Group such as trademarks or logos, or any other rights owned by the company.
- In the event that, as part of the execution of the Solution Project, the participant has to access the documentary and knowledge base (standard contracts, data, etc.) of Sacyr Group, such access will be conditional upon the participant's acceptance of the corresponding confidentiality agreement established by Sacyr Group.

#### **14. Assignments**

The assignment by any title of the condition of participant must in any case be authorized by the Sacyr Group, which may oppose in the event that the new participant or partner does not meet the intellectual or economic solvency characteristics similar to those of the assignor, as well as in the case of third parties linked to companies competing with the Sacyr Group.

#### **15. Responsibility**

Participants declare that the works and projects submitted are original, and that the concepts and/or creative elaborations of which they are composed have not been created by third parties who are not participants, or that they have the pertinent authorizations for their presentation.

In the event of any third party claiming that any intellectual or industrial property rights have been infringed, the Sacyr Group shall be exonerated from all liability. Participants shall be liable to the Sacyr Group for any expenses or damages arising from claims by third parties because of any breach of the obligations of such participants under these rules.

## **16. Disclosure of Selected Projects and Image Rights**

The Sacyr Group reserves the right to include the finalist projects in a publication created for this purpose, as well as in its publications and websites, in terms that do not prejudice the “novelty” requirement, in the event that the Solution Project is eligible for registration protection.

Likewise, the Sacyr Group may reproduce, in whole or in part, provided that the requirement of “novelty” of the elements to be registered is not prejudiced, in the media it deems appropriate, the finalist projects and the names of the authors, with the sole purpose of transferring the contributions made to the company, without this implying any limitation on the property rights over them.

By participating in this program, participants automatically consent to the transfer, use, publication and reproduction worldwide of their image, name and surname, without prejudice to the provisions of section 7 a) and 8 of these Rules, as well as a mention of the finalist projects, in any type of advertising, promotion, publication, including TV, Internet, social networks or any other media of any kind during the duration of the Sacyr iChallenges program and at later dates for informative or corporate purposes, provided that these are related to this program, without this generating any right in favor of the participant to receive any consideration for it.

## **17. Acceptance of the Terms, Conditions and Legislation**

Participation in the open call for applications implies full acceptance of these terms and conditions and the waiver of any type of claim by the candidates.

Sacyr reserves the right to introduce measures of mere formality to facilitate the development of the open call, undertaking to communicate, on the website mentioned in these conditions, such modifications so that all participants have access to them.

Sacyr may not reduce, but may extend, at its discretion, all the deadlines mentioned in these Terms and Conditions or establish those that may be convenient in their development, publishing them on its website as far in advance as possible.

If any of the terms of these Terms and Conditions cannot be executed literally in their own terms due to any legal limitation that affects them, they will be adjusted respecting as much as possible the spirit of the current wording.

These terms and conditions will be available at all times on the program's website ([sacyrichallenges.com](http://sacyrichallenges.com) ).

The application of these rules shall be governed by Spanish law and in case of discrepancies in the interpretation or application of this document, the parties undertake to make their best efforts to resolve them amicably. In any case, the parties

waive any jurisdiction that may correspond to them and expressly submit to the courts and tribunals of the city of Madrid.

### **18. Acceptance of the Sacyr Group Code of Conduct**

Participants accept and undertake to comply with the Sacyr Group's Code of Ethics and Conduct as applicable to them. This Code of Ethics and Conduct can be consulted at the following link:

(<https://www.sacyr.com/accionistas-inversores/gobierno-corporativo/cumplimiento-normativo/code-conduct>).

### **19. Final Considerations**

This Program may be modified, interrupted and/or cancelled if justified circumstances so require. Likewise, Sacyr reserves the right to declare the prize void if no project submitted meets the expected quality at the discretion of the Decision-Making Committee for each challenge.

### **20. Consultation and Resolution of Queries**

In order to carry out a program based on clarity and transparency, Sacyr will resolve any queries or doubts that participants may have.

For any queries or doubts related to the program or the submission of applications for admission, interested parties may contact Sacyr at the following e-mail address: [info@sacyrichallenges.com](mailto:info@sacyrichallenges.com).

A maximum period of fifteen (15) calendar days from the publication of the Program is established for questions. After the aforementioned period, Sacyr does not guarantee that questions will be answered.

Sacyr will respond to frequently asked questions in a public and generalized manner before June 20, 2024.