

THECITYFIX LABS INDIA Presents ACCELERATING INNOVATION: WATER | WASTE | ENERGY

Terms and conditions

1. TheCityFix Labs India Lab (“Lab”) is an initiative by WRI India (“Promoter”) and Citi Foundation that establishes a platform to coordinate investors and the state to increase investment in sustainable infrastructure by helping to connect the innovation ecosystem.
2. The Lab will be open to participants from across India selected via an open and competitive selection process. After a four week call for proposal, WRI will conduct a preliminary screening. Final selection will be done by WRI with support from of a selection committee. The selected projects will then be paired with mentors and WRI will work with them to introduce a set of basic ideas and work through case studies of other initiatives that have been successful. Over the course of the Lab, WRI will provide projects with one on one support and access to experts, financing ecosystem and government stakeholders. Selected projects will develop a needs assessment, financing plan and pitch.
3. Eligibility Criteria:
 - a) TheCityFix Labs India will support innovations that are -
 - i. Led by entrepreneurs, businesses, technology companies, associations, city governments, etc. who have in-depth knowledge about their market
 - ii. Post prototype with at least one demonstration on-ground
 - iii. Highly scalable
 - b) The Applicants must:
 - I. Be registered as a legal entity (both for-profit and non-profit) in India, or have an Indian partner
 - II. Operate in an Indian city
 - III. Have a solution that is in the post-pilot or scale-up stage
 - IV. Abide by the Terms and Conditions of the Lab
 - V. Be available to develop, showcase and pitch their projects in the period between January – July 2019.
 - c) Individuals that are not registered under either the Societies Registration Act or the Companies Act are not eligible to participate
 - d) Individuals under the age of 18 are not eligible to participate.
 - e) Applicants registered internationally without an Indian partner are not eligible
 - f) To be eligible to enter the Lab, the Applicant must operate in an Indian city and have a registered entity.
 - g) The Lab is open to all except for: employees of Citi, Citi foundation, WRI India and other Lab partners unless otherwise approved by the Promoter, any other individuals who are involved in administering or organizing the Lab.
 - h) The Applicant must have data on on-ground pilot projects anywhere in India.
 - i) The Applicant must be willing to share the pilot project data with the Promoter.

4. Application submission:
 - a. Applications must be completed and submitted in the form and format available on the Lab website here only.
 - b. Applications without detailed contact information of the Applicant sending the application and the information of the key points of contact may be disqualified.
 - c. Applications must be completed in English.
 - d. Only one application per Applicant will be entertained.
 - e. Any applications received after the deadline for last receipt, as posted on the Lab website, will not be accepted.
 - f. Submitted Lab entries with content deemed as irrelevant or offensive by the Promoter will be removed at the Promoter's sole discretion. The Promoter reserves the right to disqualify submitted Lab entries which
 - i. Are considered to be spam;
 - ii. Contain vulgar language or violence;
 - iii. Contain pornography, obscenity; and/or
 - iv. Are, in the Organizer's view, of inappropriate nature,
 - v. Are not supported by the existing provisions of law,
 - g. Applications submitted for evaluation should be authentic. If any instance of plagiarism or theft of intellectual property arises, the Applicant will be disqualified from the Lab.
 - h. Incomplete information provided or failure to provide true and accurate information as stated in these terms and conditions will automatically disqualify the Applicant. The Promoter shall have the absolute and sole discretion to determine whether any Applicant should be disqualified by reason of failure to abide by these terms and conditions, bad faith, fraud or any other legitimate reason.
5. At the Promoter's discretion, the Lab will provide:
 - a. In-city workshops: At least three workshops will be held to help potential applicants apply and clarify any questions that the applicants may have.
 - b. Accelerator: Experts and mentors engage with cohort through multi-stakeholder workshops involving government entities, entrepreneurs, manufacturers, technology and service providers and, developers and citizen groups. Access to business, design, marketing and financial expertise, training and technical workshops on pilot design and implementation. WRI India will conduct outreach across the country to advertise the capstone event.
 - c. Pitch day: Cohort presents pitches to jury at the one-day capstone event.
 - d. Pilot implementation: The opportunity to engage with the government of Telangana and Hyderabad Metro Rail Limited (HMRL) to demonstrate pilot projects.
6. The Applicant undertakes to indemnify and keep the Promoter harmless and indemnified against any loss, damage, claims, costs and expenses which may be incurred or suffered by them due to breach of any of the terms and conditions herein contained.
7. All selections and/or decisions made in relation to this Lab (including without limitation, the selection of cohort) will be final and conclusive. No enquiries or complaints will be accepted or entertained.
8. The Promoter reserves the absolute right to, at their sole discretion, amend, vary and/or withdraw any of the terms and conditions of the Lab without any prior notice. In addition to these terms & conditions, other specific terms may be imposed by the Promoter from time to time to deal with any unforeseen situation. The Promoter also reserves the absolute right to change the terms and

conditions contained herein and, or, any other rules and regulations in respect of the Lab at any time without any notice, without assigning any reason and without any liability whatsoever. Applicants are requested to refer to such other terms and conditions, if any, which may be intimated separately as the Promoter considers fit. However, no obligation is cast on the Promoter to separately intimate each individual applicant about such additional terms and conditions.

9. Intellectual Property Rights (IPR):
 - a. Each Applicant acknowledges that it is the sole author and owner of all rights, title and interest subsisting in their submitted Lab entries (including intellectual property rights) for the entries submitted.
 - b. However, non-disclosure agreements (NDAs) may not be incorporated.
 - c. Each Participant grants the Promoter an irrevocable, perpetual, paid-up, royalty free, non-exclusive worldwide license to display, broadcast, modify, summarize and communicate their Lab entry to the public and to any entities on any and all media whatsoever, for any purpose whatsoever, including (but not limited to) featuring them in websites or other media for publicity or educational purposes.
10. By submitting the application form, the applicant agrees to allow the Promoter to use the name and business description of the Applicant participating in the Lab on their websites and other marketing or promotional material without any payment or compensation thereof.
11. Except for the disclosure related to pilot project implementation and unless otherwise mentioned herein, details of the applications will not be shared with any third-party without the consent of the Applicant. By entering this Lab, the Applicants shall be deemed to have given their consent for such disclosure.
12. The Lab will coordinate with only one person during the entire process and will send all relevant communication to the designated person.
13. The Promoter reserves the right to disqualify any applicant if it has grounds to believe that the applicant has breached any of the terms and conditions.
14. Nothing contained herein will be construed to constitute a contract between the Applicant and the Promoter or Agencies.
15. The Promoter and Agencies shall not be liable in any manner whatsoever for any claims, losses, damage, costs or expenses in connection with or arising from this Lab program.
16. Each Applicant accepts all risks of personal injury or property damage of any nature whatsoever that may arise from his/her making or creation of the entry or participation in this Lab and will not in any way hold the Promoter or Agencies responsible for any liability, loss, damage, expense and cost which he/she may sustain or incur as a result of his/her participation, except for liability which cannot be excluded by law.
17. Each Applicant (including his or her heirs, parents, legal guardians, executor and/or administrators) hereby agrees to be fully liable to the Organizer and their officers, employees and agents for any violation of confidentiality, patent, copyright or any other intellectual property rights in the photographs and materials submitted and shall defend, indemnify and hold the

Promoter and Agencies and each of their officers, employees and agents thereof harmless from and against any actions, claims, loss or damages for infringement or alleged infringement of such confidentiality, patent, copyright or any other intellectual property rights.

18. If for any reason any aspect of the Lab is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of the Promoter or Agencies which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Lab, the Promoter may in its sole discretion cancel, terminate, modify or suspend this Lab, or invalidate any affected submissions, and shall not be liable for any claim, action, damage, or loss as a result of such cancellation, termination, modification, suspension or invalidation.
19. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with this promotion, these terms and conditions shall prevail.
20. The Promoter shall not be liable under or in connection with these terms and conditions or for this Lab for any indirect, special or consequential cost, expense, loss or damage even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the Applicant and Promoter and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
21. The Promoter may (i) extend, terminate or suspend the Lab at any time due to circumstances beyond its control (ii) substitute the components of the Lab.
22. The Promoter reserve the right to reject any application without assigning any reason thereof. Any decision taken in this regard shall be final and binding and not be subject to any dispute or challenge.
23. Each applicant understands that each of the officials of the Promoter engaged in the organization and management of this promotion including its directors, officers, partners, employees, consultants, and agents are under no obligation to render any advice or service to any applicant in respect of this Lab.
24. Each applicant must ensure that his or her participation in the Lab is lawful in accordance with the laws of India. Neither the Promoter nor its representatives or agents shall be taken to make any representations, express or implied, as to the lawfulness of any applicant's participation in the Lab.
25. Any disputes, differences and/or any other matters in relation to and arising out of this Lab and, or pertaining to these terms and conditions shall be referred to arbitration under the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be New Delhi. The Lab shall be governed by and construed in accordance with applicable laws in India and will be subject to exclusive jurisdiction of the courts at New Delhi alone.