



CHALLENGE GUIDELINES

MoHUA-AFD Swachhata Startup Challenge

ARTICLE 1 - DEFINITIONS

Intellectual Property Rights: means all patents, utility certificates, designs, models, copyrights, trademarks, database producers' rights and all other intellectual or industrial property rights of any kind, as well as patent applications or other titles.

Existing Rights: means all Intellectual Property Rights as well as know-how held by one of the Participants prior to the start date of the Challenge.

Proprietary Rights: means any Intellectual Property Rights or know-how developed or acquired by a Participant after the date of commencement of the Challenge, without the effective assistance of another Party, whether or not in the context of the Challenge.

Selection Jury: refers to the jury composed of AFD staff, qualified personalities representative and emblematic of the startup, social impact and waste management ecosystems in India and from a variety of competent structures (institutions - companies - professional groups - training and research - support mechanisms - civil society)

Deliverables: refers to the Participants' creations that must be submitted to AFD and the Provider by the deadlines specified in the Rules.

Organizer, Agence Française de Développement (AFD): refers to AFD, a public institution registered in the Paris Trade and Companies Register under number B 775 665 599, whose head office is located at 5, rue Roland Barthes 75012 Paris, which mandates the Provider to organize and manage the Challenge.

Participant(s): means the companies participating in the Challenge.

Provider: refers to Villgro, who is in charge of the organization of the contest, the communication around the contest and the selection of participants.

Challenge: means the "MoHUA-AFD Swachhata Startup Challenge".

Rules: the present document.

Results: means any work (including software in its source and object code version), any creation, any invention, any specification, any information, knowledge or process, or any product as well as any process resulting therefrom, whether or not it is likely to be protected by an Intellectual Property Right or whether or not it qualifies as know-how, developed by one or more Participants in the context of the Challenge.

ARTICLE 2 - PURPOSE OF THE RULES

The purpose of the Rules is to define the conditions and rules for participation in the Challenge. The Participant acknowledges that he/she is aware of and accepts that the proposed Challenge calls upon his/her sagacity, skills and ingenuity for tests of serious difficulty. The Challenge does not depend in any way, even partially, on chance and luck and therefore cannot be analyzed or likened to a lottery.

ARTICLE 3 - DESCRIPTION OF THE CHALLENGE

The Indian waste management ecosystem alone accounts for more than 1,000 startups (as listed by Startup India). Based mainly in Bangalore, Mumbai, Chennai and New Delhi, these contribute to the reinforcement of the entire waste management value chain, from awareness raising, to waste pre-collection (in low-income settlements), collection (in more affluent neighborhoods), sorting and recycling/upcycling. They also benefit from the dynamism led by The Swachh Bharat Mission (SBM), a country-wide ambitious campaign initiated by the Government in 2014 to eliminate open defecation and improve solid waste management. The SBM aims at making cities completely garbage-free, with a focus on source segregation, scientific processing of waste and remediation of legacy dumpsites.

Although the Indian waste management market is changing rapidly, it remains an essential source of income for a great number of informal waste workers. Hence, the challenge is to find the right balance between the positive environmental change induced by tech solutions and the preservation / improvement of waste workers' living and working conditions.

In this context, the "MoHUA-AFD Swachhata Startup Challenge" wishes to reward Indian startups, whose innovations contribute to sustainable management and waste reduction in India. A specific attention will be given to startups which address the specific challenges around plastic waste management.

The "MoHUA-AFD Swachhata Startup Challenge" has been designed in partnership with MoHUA and in particular wishes to provide direct access to the challenge to some of the laureates from MoHUA's Swachhata Technology Challenge: start-ups awarded by MoHUA will have the opportunity to directly qualify to the selection phase of the "MoHUA-AFD Swachhata Startup Challenge".

The challenge will honor 10 waste management startups. It is important to note that it is addressed both to Indian startups and French actors from the waste management ecosystem, willing to collaborate with an Indian startup (as a joint venture).

The prize of the challenge will include:

- a financial award (30,000 - thirty thousand - euros (approx. 2,500,500 rupees) per startup)
- personalized professional support over one year, to support the winning laureates in the development of their project: this support will take multiple forms according to the needs of the laureate (business support, technical support, visibility and recognition, etc.) and will be provided by professionals in the field of startups incubation / acceleration, in partnership with entities from the Indian, French and international digital and waste ecosystems
- support for connections with municipalities to facilitate access to waste and experimental grounds

Two (2) major criteria have been identified for the selection of startups:

- **digital innovation:** the challenge will honor startups, for which tech is either at the heart of the business model (*digital player*, e.g. a startup which has developed an innovative technology to transform waste into fuel or a startup which has developed an app to simplify waste collection in urban areas) or for which tech could be a strong lever to scale up (*digital player-to-be*, e.g. a startup which wants to develop a digital platform to accelerate and automate some of its operations). Will be considered as "tech" both digital and technical innovations.
- **social innovation:** the challenge will primarily reward organizations which seek to strengthen their social impact and to generate strong social value among their stakeholders (waste pickers, NGOs, cooperatives, etc.).

In line with the Agenda of the Clean India Mission (Swachh Bharat Mission – SBM) under the Ministry of Housing and Urban Affairs (MoHUA), the ambition of the “MoHUA-AFD Swachhata Startup Challenge” is to distinguish players operating in 4 (four) key fields of intervention:

1. SOCIAL INCLUSION: Social innovation for improved waste collection and management in low-income settlements and better working conditions for waste-pickers

Households in low-income settlements face a high risk of waste exposure because of poor access to piped water and proper sanitation. This poses potential health risks and environmental concerns.

In parallel, waste-pickers historically come from the most vulnerable backgrounds and their working conditions put them at high risk. More and more initiatives aim at transforming this risk into an opportunity, as waste-pickers, mostly women, are key players of the waste management value chain and therefore of the circular economy.

The challenge will reward organisations with strong positive social outcomes on these topics.

Examples:

- *Social innovations for improved waste collection and management in low-income settlements*
- *Innovation for an easier access for informal waste-pickers to waste resources*
- *Innovation to take plastic waste management from informal to formal economy*
- *Low-cost efficient mechanical solutions for cleaning septic tanks and sewer lines (Manhole to machine hole)*
- *Efficient operation and maintenance of community and public toilets in a hygienic and sustainable manner*
- *Safe containment, evacuation, transportation, processing and disposal of used water and fecal sludge & septate*

2. ZERO DUMP: Innovative solutions to tackle landfills and dumpsites

The vast majority of the solid waste generated everyday in India ends up in dump yards, that represent a threat for the environment (incl. water and air pollution), the health and a very complex livelihood for surrounding communities, who cannot afford housing elsewhere. These toxic garbage mountains are also the workplace of numerous waste workers, exposed to high risks of fire, explosion and landslide.

Examples:

- *Innovative solutions for tracking segregated door to door collection solid waste*
- *Processing and recycling of all segregated fractions of Solid Waste*
- *Low-cost portable solution for remediation of legacy dumpsites*

3. PLASTIC WASTE: Innovation for improved efficiency and environmental impact of plastic waste management and to reinforce awareness and behavior change among plastic waste producers, in particular to limit the use of single-use plastics

India generates 15 million tons of plastic waste every year but less than half of this is recycled. This calls for action from all stakeholders.

Single-use plastics refer to disposable items like grocery bags, food packaging, bottles and straws that are used only once before they are thrown away, or sometimes recycled. Indian government’s announcement to ban them will take effect from July 1, 2022. Still, it can be effective only if actions are taken on top to change behaviors and improve segregation, recyclability and investment in research and development for alternatives.

Examples:

- *Solution of processing and recycling of plastic waste*
- *Solutions to minimize degradation of plastic during recycling*
- *Plastic waste management in eco-sensitive regions*
- *Innovative methods for collection of multi layered plastic and its disposal*
- *Technology for disposal of plastic from legacy dumpsites*
- *Alternatives of single-use plastic*
- *Change consumer behaviors and raise awareness around plastic segregation and recycling practices*

4. TRANSPARENCY: Innovation for more transparency in the value chain

Transparency is a key driver for greater awareness and action around the emergency to address the challenges around waste management. However, there is a lack of accessible information on how materials flow from production to disposal, on the true impact of waste on social, environmental and economic systems, and on the responsibilities, strategies and commitments of stakeholders involved.

Examples:

- *Tech innovations on real-time monitoring of operations in waste management infrastructure*
- *Innovations that track the flow of goods from manufacture to the end of their life cycle or disposal*
- *Tech solutions that calculate the environmental, social and economic price of goods, especially plastics*

ARTICLE 4 - CONDITIONS OF PARTICIPATION IN THE CHALLENGE

All Indian startups and French actors from the waste management ecosystem, willing to collaborate with an Indian startup (as a joint venture) are welcome to apply, as long as they meet the seven (7) following criteria:

4.1. Demonstrate the existence of a legal structure: the Challenge is open to any structure established in India or in France, if it is willing to collaborate with an Indian startup (as a joint venture). The Participant shall provide a certificate of registration less than three (3) months old at the date of application and certify that it complies with the social and fiscal legislation to which it is subject. If applicable, all members of the Participant's shareholding shall be clearly identified by means of the Participant's signature on its shareholding scheme.

4.2. Contribute through digital services and tools to sustainable management and (plastic) waste reduction in India, as defined in Article 3.

4.3. Use digital as a lever for development: technological and digital innovation can either be at the heart of the value proposition of the entrepreneurial project or be a significant component of the value chain. In all cases, digital technology must be used as a lever to increase the impact of the project. The challenge will honor startups, for which tech is either at the heart of the business model (*digital player*) or for which tech could be a strong lever to scale up (*digital player-to-be*).

4.4. Demonstrate the existence of a sustainable and autonomous economic model: all entrepreneurial structures demonstrating an economic model and a competitive activity (companies, cooperatives, etc.) will be eligible without discrimination.

4.5. Submit a complete application file, in accordance with the provisions of these Rules: participation in the Challenge implies the submission, by the Participants, of Deliverables that must imperatively respond to the aforementioned issue and comply with the rules of the Challenge, as prescribed under these Rules.

4.6. Avoid any conflict of interest: members of the staff of AFD or MoHUA and of companies or other entities having participated in the realization of the Challenge and/or its promotion, as well as members of their families, may not participate in the Challenge.

4.7. Submit a single application: only one entry per Participant will be admitted to the Challenge.

Any Participant who fails to comply with the conditions of this Article at the time of registration and at any time during the duration of the Challenge shall be disqualified from the Challenge by operation of law and without prior notice and may not be awarded any prize as defined in Article 13. In the event that a prize is awarded to a Participant who does not meet the conditions of participation at the time of registration or during the Challenge, the Organizer reserves the right to require the Participant to return and/or terminate the prize received or executed.

ARTICLE 5 - REGISTRATION AND ACCESS TO THE CHALLENGE

5.1. To register for the Challenge, the Participant must submit a duly completed electronic application form. The electronic application form will be published on swachhatastartupchallenge.com website on the launch date of the Challenge, as indicated in Article 6 of these Rules.

5.2. Any electronic application form containing inaccurate or incomplete information will not be taken into account and will disqualify the Participant.

5.3. By sending the electronic application form, the Participant agrees to be contacted by e-mails sent by AFD or the Provider in connection with his/her participation in the Challenge.

ARTICLE 6 - DURATION OF THE CHALLENGE

6.1. The Challenge shall take place from January 27 to June 30, 2022 (provisional date). All dates related to the application phase (article 8), the pre-selection phase (article 9), the selection phase (article 10) and the award ceremony (article 11) are provisional and may be modified if operational requirements dictate. Applicants will be informed of these changes in advance.

6.2. Any date defined in the Rules is understood to be expressed in the Indian time zone (GMT +5.30).

6.3. No extension or waiver of this duration will be granted to the Participant for any reason whatsoever.

ARTICLE 7 - TERMS AND CONDITIONS OF THE APPLICATION PHASE

7.1. The application phase will take place from January 27th, 2022 at 00:01 am to March 31, 2022 at 11:59 pm.

7.2. The Participant shall submit his application to the Challenge by means of the electronic application form accessible to the public on the website swachhatastartupchallenge.com and described in Article 5 of these Rules. A Participant who has submitted a complete electronic application form will receive an e-mail informing him/her of the confirmation of his/her application to the Challenge.

7.3. The electronic application form consists of two parts:

- An administrative section, concerning the administrative and legal nature of the Participant (company name, date of creation, governance, etc.).
- A project section, covering the qualitative aspects of the entrepreneurial project put forward by the Participant in the context of the Challenge (corporate purpose, turnover, description of the service/product, description of the type of support needed, change expected from the prize, etc.).

7.4. Any electronic application form containing inaccurate or incomplete information will not be taken into account and will result in the disqualification of the Participant.

7.5. Participants undertake to respond to any request for information or proof from the Organizer. The Challenge Organizer will only accept and take into account elements submitted by Participants within the time limits set and in compliance with the requirements of the Rules.

7.6. At the end of this application phase, no submission of the electronic application form will be accepted.

ARTICLE 8 - TERMS AND CONDITIONS OF THE PRE-SELECTION PHASE

8.1. The pre-selection phase will take place from April 1, 2022 at 00:01 am to April 30, 2022 at 11:59 pm. These dates, as indicated in Article 6.1, are provisional.

8.2. Within this period, the Provider will validate the eligibility of the applications on the basis of their compliance with the conditions set out in Article 4 of the Rules.

8.3. The Organizer and the Provider will then select the 30 (thirty) best applications for the selection phase following the criteria and selection scale indicated in Article 12.2 of the Rules.

8.4. At the end of this pre-selection phase, the 30 (thirty) selected Participants will be informed of their move to the selection phase by e-mail.

ARTICLE 9 - TERMS AND CONDITIONS OF THE SELECTION PHASE

9.1. The selection phase will take place from May 1, 2022 at 00:01 am to May 30, 2022 at 11:59 pm. These dates, as indicated in article 6.1 of these Rules, are provisional.

9.2. Within this period, the 30 Participants selected for the selection phase must complete and submit the electronic selection form, which will have been communicated to them by e-mail at the time of the announcement of their selection, as indicated in Article 8.4 of these Rules. The deadline for submission of the electronic application form is April 30, 2022 at 11:59 pm (provisional date). For the detail of the content of the selection form, see article 9.5 of these Rules.

9.3. A Participant who has submitted an inaccurate or incomplete electronic application form will receive a request for additional information or documents by e-mail. The additional information or documents must be submitted by return e-mail to the Organizer within 5 (five) working days of the sending of the e-mail requesting additional information or documents, within the limit of the period for submitting the electronic entry form as specified in Article 9.2 of these Rules.

9.4. The Participant who has submitted a complete electronic form will receive an e-mail informing him/her of the confirmation of his/her participation in the selection phase of the Challenge.

9.5. The electronic selection contains two parts:

1) A supplemental administrative component, including:

- a copy of the company's updated articles of association (less than 3 months old) in case of changes since the submission of the Application Form
- an up-to-date certificate of registration (less than 3 months old) in the event of a change since the filing of the Application Booklet
- a copy of a (valid) document that conforms to the original allowing identification of:
 - of the natural person representing the applicant company (National ID, passport and proof of home address),
 - of all the natural person shareholders holding directly or indirectly shares or stocks (capitalization table, shareholders' registers, detailed organization charts),
 - shareholders holding 20% or more, directly or indirectly, of the capital:
 - if individuals: valid national identity card or passport and proof of home address.
 - if legal entities: Certificate of company registration in India or K-bis extract less than 3 months old or articles of association certified as true by the executive body or equivalent for a foreign company, and a valid national identity card or passport and proof of the home address of the legal entity's representative.
 - if the applicant company is a subsidiary of a group: the group's organization chart allowing the identification of its natural or legal person shareholders, and the percentages of holdings.

2) A complementary project section, including a complete business plan (activity, market, marketing strategy, etc.).

9.6. The Participant will be invited to a virtual event in May to pitch his/her project for 10 minutes in front of a jury composed of professionals from the waste management & startup ecosystems. He/she will have to answer potential questions from the members of the jury. The event is not meant to be public.

9.7. At the end of this phase, the Organizer and the Service Provider will jointly select ten (10) winners for the "MoHUA-AFD Swachhata Startup Challenge", based on the evaluation criteria set forth in Article 12.2. Results of the votes will be announced during the award ceremony.

ARTICLE 10 - TERMS AND CONDITIONS OF THE AWARD CEREMONY

10.1. The 10 (ten) winners will be notified of the results by May 31, 2022 at 00:01 am (subject to change). The award ceremony will take place in June 2022. This date, as indicated in Article 6.1 of these Rules, is provisional.

10.2. During the Award ceremony, the Provider, the AFD and the Ministry of Housing and Urban Affairs - Government of India will officially announce the names of the 10 laureates. Key players from the waste management & startups ecosystems will be invited to this event (approx. 200 pax, depending on the COVID-19 situation and in line with the existing protocols). It will be the opportunity for the 10 winners to pitch their project to a large audience and make first connections.

ARTICLE 11 - CHARACTERISTICS OF DELIVERABLES

11.1. The Deliverables, i.e. the electronic application and selection forms described in articles 5, 7 and 9 of these Rules, must comply with the specifications set by the Organizer and the Provider in these Rules and communicated to the Participants.

11.2. In the event of difficulties or impossibility of reading the Deliverable, it is the responsibility of the Participant concerned to remedy the situation before the deadline for submission of the Deliverables of the current phase and at the latest within three (3) days from the date on which the Participant was informed of the incompatibility, impossibility or difficulty of reading. After this period, the Organizer reserves the right to disqualify the Participant in question. Participants warrant to AFD that the Deliverables consist solely of the Participant's creations. Contributions from third parties are not allowed and their production will result in the disqualification of the Participant concerned.

ARTICLE 12 - SELECTION CHARTER

12.1. The Challenge is structured in 4 (four) consecutive phases:

- An application phase defined in Article 7;
- A pre-selection phase defined in Article 8;
- A selection phase defined in article 9;
- An award ceremony defined in Article 10.

At the end of each phase, the Organizer and the Provider shall check the compliance of the Deliverables and other elements requested with the requirements of the Rules and select the Participants authorized to apply for the next phase.

12.2. The criteria for evaluating applications remain the same from one phase to the next. The application is refined during the successive phases. Six (6) criteria will be analyzed, for which each organisation will be rated, over a total of 100 points:

- **Uniqueness and potential of the tech solution to address the challenges of the waste sector: tech as a real lever for change and ambition to bring it to the next level /25 points**

The startup has defined its theory of change and brings an innovative and differentiated solution to an existing challenge. It offers a concrete and unique solution to reduce, recycle and reuse waste.

Relevance, technicality and appropriateness of the digital or technological solution implemented or to be implemented will be taken into account for selection of the winning organisations: startups shall have an existing or to be developed digital tool, service or equipment.

- **Robustness of the operational and commercial model /25 points**

It is expected that the organisation has a proven operational and business model and capacity to ensure its own financial sustainability and growth. In no case, it shall rely on grants / subsidies only. It should ideally be able to demonstrate proof of concept through market research and an initial expression of interest from their target market. Signing of first contracts with targets in several territories or market segments will be considered an advantage.

- **Potential for replicability / scalability /20 points**

The solution should be easily replicable in similar deploying conditions and amenable to adaptation under different geographical conditions, as well as scalable to enable expanding the reach of the solution to masses. The organisation must respond to a real local issue and have a proven potential for development: it should have

a clear vision of where it wants to be in a few years from now and have set clear milestones and key performance indicators (KPIs) to reach its target.

● **Team /10 points**

The team is composed of diverse and complementary expertise with technical, commercial and administrative profiles.

Start-ups made up of only one person will receive a score of 0.

Start-ups with all essential profiles (technical, commercial, communication, administrative and financial) will receive the maximum score.

Bonus +1 for teams led by women or with a significant number of women in the team.

● **Assertive social impact strategy and ability to measure it /10 points**

It is expected that the startup has initiated the measure of the direct environmental and/or social impact of their product / service on sustainable management and plastic waste reduction in India.

● **Prize as a game changer for the organisation /10 points**

The prize should contribute in a positive and concrete way to the development of the entrepreneurial project. The startup should be able to demonstrate the change the prize is expected to have on its activities: it will have to justify its need for the financial grant and to clarify the kind of personalized support it needs.

Also, the team should be able to dedicate time to the support provided by the Provider (personalized professional support over one year, plus support for connections with municipalities to facilitate access to waste and experimental grounds). The organisation shall identify dedicated human resources to ensure fluidity of the communication and collaboration with the Provider.

Startups that do not justify the intended use of the financial award and technical support either by their profile or by the expression of their need will obtain a score of zero. Startups that justify the intended use of the financial reward and technical support by their profile and the expression of their need in a coherent manner will obtain the maximum score.

12.3. Startups will be rated on 100 points. Candidates with the highest score will be selected for the award. The Jury is sovereign and does not have to give reasons for its decisions. These decisions are not subject to appeal. The deliberations of the Jury are confidential.

ARTICLE 13 - PRIZES

The prize of the challenge will include:

- a financial award (30,000 (thirty thousand) euros (approx. 2,500,500 rupees) per startup)
- personalized professional support over one year, to support the winning laureates in the development of their project: this support will take multiple forms according to the needs of the laureates (business support, technical support, visibility and recognition, etc.) and will be provided by professionals in the field of startups incubation / acceleration, in partnership with entities from the Indian, French and international digital and waste ecosystems
- support for connections with municipalities to facilitate access to waste and experimental grounds

13.1. Financial award

To be eligible for the Prize, Participants must accept and comply with the provisions of the Rules, submit all the required Deliverables and all the requested identification elements within the deadlines. No Prize will be awarded to Participants who do not meet these prerequisites.

The ten (10) winners selected during the final selection phase will each receive a prize of 30,000 (thirty thousand) euros (approx. 2,500,500 rupees). The financial award will be paid to the startups through advances, The awarding of the prize will be conditional upon the realization of a provisional budget highlighting the development and/or spin-off costs that will be covered by this prize and the participation of the winners in the support activities provided by the MoHUA-AFD Swachhata Startup Challenge initiative (on top of the financial award).

Each Participant acknowledges and accepts that the Prizes may not be contested in any way, nor may they be exchanged for their cash value.

Each Participant acknowledges and agrees that the Provider and the Organizer are only obliged to make the Prize available to the selected Participants. Accordingly, all incidental expenses related to such Gifts or general expenses related to the receipt of such Gifts shall, unless otherwise provided in the Rules, be borne by the selected Participants. No payment or reimbursement will be due for the implementation or provision of the Prize.

In the event that a selected Participant fails to take possession of his/her Prize, for reasons beyond the control of the Organizer, within two (2) months of receiving the e-mail informing him/her of the availability of his/her Prize, the Organizer reserve the right to declare the Prize not awarded.

13.2. Personalized professional support

In addition to the financial award and with regard to the results of the selection phase, the participants will benefit from a one-year support that meets the specific needs of the startup: mentoring, networking, coaching, masterclass.

The endowment granted by AFD to the 10 (ten) winners will be implemented by a service provider chosen in advance. The prize offered by the Organizer will be subject to validation stages defined in advance with the winners. The Organizer shall not be obliged to award the Prize to a prizewinner whose deliverables provided during the pre-defined validation stages are not deemed satisfactory.

ARTICLE 14 - INTELLECTUAL PROPERTY

The Existing Rights and the Proprietary Rights remain the exclusive property of the Participants who own them. Moreover, the Participants alone shall decide whether or not to protect any know-how of their own and to register or protect or defend any Proprietary Rights or Existing Rights.

Unless otherwise agreed between the Participant and the Organizer, ownership of the Results shall remain with the Participant.

Each Participant grants to the Organizer and the Provider, free of charge, on the Deliverables, the following rights:

1. the economic rights of author, in particular the right of reproduction (in whole or in part), representation (in whole or in part), communication, translation, use.
2. the right to authorize a company of the same group to exercise all or part of these rights, and this, for any territory, for the entire duration of the protection of the Deliverables, by any process whatsoever, according to all present or future modes, on all media and for the following purposes:
 - within the sole framework of the Challenge, in particular (without limitation) for the purposes of selecting the Participants
 - in the context of communication about the Challenge and its results, subject to information that should remain confidential,
 - in the context of evaluating, within the “MoHUA-AFD Swachhata Startup Challenge”, the appropriateness of continuing or initiating discussions with certain Participants relating to potential projects with one or more companies and solely for the Organizer.

The Organizer undertakes not to make any use of the Deliverables for any purpose other than the other than for the purposes set out above.

Participants agree not to abuse the rights that may be granted to them by law, any abuse entitling the Organizer to disqualify the participant concerned. Participants agree to act in a manner that will also satisfy the needs of the Organizer.

The Participants guarantee to the Organizer the peaceful enjoyment of the Deliverables (electronic application and selection forms) and of the rights granted hereunder, against any disturbance, claim or eviction whatsoever, for the duration of the Challenge and of the intellectual property rights.

In this respect, each Participant guarantees to the Organizer that each of the documents, contributions, Deliverables and Existing Rights, Proprietary Rights, tools, creation provided or used by the Participants in the context of the Challenge does not constitute an infringement of an element, work or creation belonging to a third party, or the result of an act of unfair competition, parasitism or any other violation of a third party's right. Each Participant shall indemnify the Organizer against all claims by third parties, on any grounds whatsoever, including those relating to the use of their image or any creation or other protected element.

Under this warranty, Participants shall pay in lieu of the Organizer any damages or other sums (i) to which the Organizer has been ordered by a court of law or (ii) agreed upon by the Organizer with the third party in a settlement of the dispute. This guarantee remains in force even after the Challenge has ended, for the duration of the rights granted to the Organizer hereunder.

The Deliverables and videos must have been made by the Participants. Each Participant undertakes, under his or her own responsibility, to comply with French and European Union regulations, in particular with regard to copyright, as well as with the law on the protection of physical persons and their image (law of July 17, 1970), or any new legislation that may replace them.

Each Participant in this Challenge undertakes to obtain all necessary authorizations from persons having participated, in any way whatsoever, in the production of the Deliverables and likely to hold any rights whatsoever over the Deliverables.

The Organizer and the Provider shall not be held responsible for any violation by the Participants of the above Participants of the above paragraphs.

By providing the Deliverables on the portal, Participants are required to comply with the legal and regulatory provisions in force. It is therefore their responsibility to ensure that the storage and dissemination of the Deliverables via the site swachhatastartupchallenge.com, does not constitute:

- an infringement of the intellectual property rights of third parties (in particular, clips, television programs, short, medium and/or feature films, animated or not, advertisements, which the Participants have not personally made or for which they do not have the necessary authorizations from third parties, holders of rights over them),
- an infringement of personality rights (in particular image rights, name rights, defamation, insults, privacy, etc.);
- an infringement of public order and morality (in particular, apology for crimes against humanity, incitement to racial hatred, child pornography, etc.).

Failing this, and without prejudice to other rights available to the Organizer and the Provider, the Deliverables will be withdrawn, the Participants concerned will be automatically disqualified and their accounts will be deactivated without prior formality. In addition, the Participants shall be subject, on a personal basis, to legal sanctions specific to the litigious content, in addition to the possible condemnation to the payment of damages and interest.

ARTICLE 15 - COMMUNICATION

Participants who apply authorize the Provider and the Organizer to reproduce their brand name free of charge on the communication media surrounding the Challenge, such as and without this being exhaustive: screens on internal and external sites, signatures / e-mail newsletters, press releases, posters / kakemonos at trade shows, Facebook and Twitter pages of the Provider and/or the Organizer.

The Participants also authorize the Provider and the Organizer to reproduce their corporate name, their trade name under the same conditions as well as their logo as reproduced in the application file.

This authorization of use is strictly limited to the same purposes as those mentioned in Article 15 and the Provider and the Organizer undertake to cease using the trademark as soon as the circumstances relating to these purposes come to an end, except with the prior written and express written consent of the Participant.

This authorization shall be effective as of the date of the beginning of the Challenge and shall remain in effect shall remain in effect for the duration and purposes of the aforementioned purposes.

ARTICLE 16 - REIMBURSEMENT OF EXPENSES

The 10 (ten) winners may be reimbursed for expenses related to their participation in the official awards ceremony. The following costs will be eligible: airfare, VISA, accommodation, meals and travel, per winning organisation.

All requests for reimbursement must be sent by e-mail to the following addresses: 3rd Floor, IIT Madras Research Park, Kanagam Road, Taramani, Chennai – 600113 and contain all invoices relating to the expenses incurred. Any request for reimbursement received more than three weeks after the date of the award ceremony will be refused. The date of the award ceremony will be announced at a later date. A maximum reimbursement amount will be set according to the origin of each winner.

The request for reimbursement must include the following information, or it will be refused following elements:

- the full contact details of the winner (company name, surname and first name of the legal representative, address, zip code, town, identifier and e-mail address) ;
- a bank account statement (RIB) or a postal account statement (RIP);
- the precise request for the communication of Regulations and reimbursement
- the invoices relating to the expenses incurred sent to the Provider

Each winner may make only one request for reimbursement.

Reimbursement will be made by bank transfer to the account indicated at the time of the request, after verification of the validity of the request and within a period of time at the sole discretion of the Organizer.

ARTICLE 17 - LIABILITY

The liability of each Participant, the Organizer and the Provider hereunder is limited to damages that are directly caused by a breach of duty by the party concerned.

Nothing herein shall be construed as, or deemed to be, a limitation or exclusion of limitation or exclusion of Participant's liability:

- in the event of gross negligence or malice, or
 - for death or personal injury caused by its fault, or
 - resulting from claims for which Participant indemnifies Organizer,
- in accordance with this Agreement or applicable law.

The Provider and the Organizer shall not be held liable in the event of a breakdown or malfunction of the telecommunications network used, which would, in particular, have the effect of preventing the Participant's identification or access to the swachhatastartupchallenge.com website or any other website useful for participation in the Challenge.

Participation in the Challenge implies knowledge and acceptance of the characteristics, limits and risks of the Internet network and the technologies linked to it, particularly with regard to performance, response time, security of software and hardware against various potential attacks such as viruses, logic bombs or Trojan horses and the loss or misappropriation of data. As a result, neither the Provider nor the Organizer can in no case be held responsible for any damage caused to the Participant as a result of these characteristics, limitations and accepted risks.

The Organizer shall not, under any circumstances, be liable for any damage caused by the failure or delay in the delivery of the Deliverables and other elements requested and in particular for the refusal to consider these Deliverables and other elements due to submission outside the deadlines set out in the Rules, by the failure or delay in delivery of any e-mail sent in connection with the Challenge or by any alteration to the Deliverables and elements provided independently of the Provider's and the Organizer's fault.

The Provider and the Organizer shall not be held liable in the event of total or partial modification, suspension, interruption, postponement or cancellation of the Challenge for reasons beyond their control (acts of God or force majeure as well as any other event considered by them as making it impossible to carry out the Challenge under the conditions initially planned). In such cases, the Provider will inform the Participants as soon as possible by means of a notice on the website swachhatastartupchallenge.com

The Organizer shall not be held responsible for the consequences of a disqualification of a Participant due to his/her violation of the Rules.

The Organizer shall not be held responsible for any prejudice of any kind (personal, physical, material, financial or other) arising from the participation of a Participant in the Challenge.

The Provider and the Organizer shall not be held liable for any disorder, action, claim, opposition or demand related to the use of the Deliverables by the Provider or the Organizer or related to the negotiation, conclusion or performance of contracts that the Organizer may sign with Participants.

Under no circumstances shall the Provider and the Organizer be held responsible for the delay in sending the prizes or in the event that a winner is unable to benefit from the prize due to circumstances beyond the Organizer's control. Given the nature of the prize, the Organizer and the Provider are not responsible for the results of the services offered by the incubators, and other partner entities. The Provider and the Organizer shall not be held liable for any incidents or damages of any kind that may occur as a result of the enjoyment of the prize awarded and/or its use.

The Organizer reserves the right to take legal action in the event of proven falsification.

ARTICLE 18 - AGREEMENT OF PROOF

It is agreed that the data contained in the information systems of the Organizer or the Provider shall have evidentiary value with respect to information relating to the Challenge and, in particular, to its progress, to the determination of the shortlisted Participants and the winners.

ARTICLE 19 - CONFIDENTIALITY

Confidential information (hereinafter "Confidential Information(s)") is any information belonging to the Organizer, the Provider or a third party (hereinafter "Disclosing Party"), communicated or made available to the Participants, whether or not it is identified as confidential at the time of its communication. Confidential Information includes, but is not limited to, administrative, commercial, scientific, technical, financial, tax, legal or economic information that has been, is being or will be communicated by the Provider or the Organizer to the Participant.

The Confidential Information may be tangible or intangible and may be communicated directly or indirectly, and in a non-exhaustive manner, orally, in writing whatever the medium, by delivery of paper or electronic documents or by other means and also includes all copies, extracts and summaries.

Confidential Information does not include:

- information that is currently available or becomes available to the public without breach of the Rules by the Participant,
- information lawfully held by the Participant, without a commitment of confidentiality, prior to its disclosure by the Provider or the Organizer,
- information resulting neither directly nor indirectly from the use of all or part of the Confidential Information,

- information validly obtained from a third party authorized to transfer or disclose such information. The exceptions provided for in this paragraph do not apply to personal data.
- The Participant undertakes, for the duration of the Challenge and for a period of five (5) years after the end of the Challenge as provided in Article 6, to:
 - not to use the Confidential Information for any purpose other than participation in the Challenge under the conditions of the Rules
 - take all necessary, useful and reasonable precautions to protect the Confidential Information;
 - disclose the Confidential Information only to members of his or her team.

The Participant agrees to promptly notify the Organizer in writing of any unauthorized use, disclosure or loss of Confidential Information of the Disclosing Party of which he/she becomes aware. The notification will indicate the steps taken by the Participant to remedy the situation.

Participant may disclose all or part of the Confidential Information to any governmental or judicial authority where required by law. In the latter case, to the extent permitted by law, the Participant shall give prior written notice of its intention to disclose such information at least two (2) business days prior to the scheduled disclosure.

The Organizer may communicate all or part of any information communicated by the Participants to all its subsidiaries, companies controlling it or under the same control as it within the meaning of Article L. 233-1 of the French Commercial Code or to a service provider acting on its behalf or on behalf of its subsidiaries, to the members of the Selection Jury, to Business France (a public industrial and commercial establishment registered in the Paris Trade and Companies Register under number 451 930 051), to its supervisory ministries and, where applicable, to the European Commission, as well as to any individual or legal entity involved in the running of the Challenge or in the implementation of the Prizes.

At the end of the Challenge, due to the occurrence of its end as indicated in Article 6 or its cancellation, the Participant shall without delay return to the Provider and the Organizer all Confidential Information obtained in the context of the challenge, regardless of the medium used. The Participant shall not retain a copy in any form whatsoever, except with the express prior written consent of the Disclosing Party.

The members of the Selection Jury and the persons having access to the files submitted in the framework of the Challenge are bound by an obligation of confidentiality with regard to all information relating to the projects and are required to respect an ethical charter.

Participants must provide a non-confidential description of their project with their application file, to be published on the website swachhatastartupchallenge.com and to be presented to the public, if necessary, as part of the follow-up to the Challenge, in particular during the prize-giving ceremony.

ARTICLE 20 - PROTECTION OF PERSONAL DATA

Participation in the Challenge requires the communication and processing of personal data concerning the members of the Participant's team. This data is processed under the responsibility of the AFD, for the purpose of organizing and ensuring the smooth running of the Challenge and its follow-up. The legal basis for the processing is the execution of pre-contractual measures, pursuant to Article 6.1.b of the European Data Protection Regulation.

The recipients of the data thus processed are the employees associated with the organization of the Challenge within the Provider and the Organizer. The data will be kept until the end of the Challenge, i.e. the date of the award ceremony.

The persons concerned by the processing have the right, under the conditions defined by the French and European regulations, to access their data or to request their deletion. They also have the right to object, the right to rectify, the right to limit data processing and the right to portability of said data. To exercise these rights

or for any questions about the processing carried out, please contact the AFD Group's Data Protection Officer (DPO) by e-mail at the following address: informatique.libertes@afd.fr

If, after contacting the DPO and obtaining his or her response, a data subject believes that his or her rights have not been respected, he or she may file a complaint with the CNIL.

ARTICLE 21 - COMMUNICATION - IMAGE RIGHTS

The Participants authorize the Organizer to publish on any medium the name, first name and e-mail address of their representative, if applicable, the full contact details of their company and a non-confidential description of the event.

The Participants authorize the Organizer to publish in any medium the name, first name and e-mail address of their representative, if applicable, the full contact details of their company and a non-confidential description of the project provided by the Participants, as part of the information and communication activities related to the Challenge, including on their websites, without being able to claim any right whatsoever.

Each winner authorizes the Organizer, its assigns or representatives to make videos, interviews, take photographs representing them alone or in a group and to freely reproduce their image on any existing or future medium (photography, internet, verbatim, "flyers" and/or video), for promotional or public relations purposes, without being able to claim any right whatsoever. Each prizewinner graciously assigns to the Organizer all rights relating to the use and exploitation of his or her image, voice, testimony and any statement collected within the framework of the Challenge on all existing or future advertising and/or promotional media, in any country, without this use conferring on him or her any remuneration, right or consideration other than the support provided. These rights of use and exploitation include the right of representation, reproduction and adaptation.

All of the aforementioned rights are assigned for the entire world and for a period of 18 months.

The Participants and prize-winners are responsible for the acceptance of these provisions by their representatives and the members of the team.

ARTICLE 22 - THE RULES

Participation in the Challenge and the awarding of a Prize require the full acceptance and full compliance with all the provisions of the Rules. The Organizer reserves the right to disqualify, without delay or compensation, any Participant who does not meet this obligation.

The Organizer reserves the right to modify the Rules at any time, including the duration of the Challenge, without the application or validity of these modifications requiring any notification to the Participant. However, mention will be made of them on the swachhatastartupchallenge.com website. The Participant is invited to consult the Rules regularly. The Participant expressly waives any claim or challenge relating to any modification made to the Rules.

The Rules are also freely available for consultation online at swachhatastartupchallenge.com.

ARTICLE 23 - CANCELLATION AND SUSPENSION OF THE CHALLENGE

The Organizer reserves the right to cancel or suspend the Challenge in case of:

- force majeure ;
- fraud of any kind whatsoever.

The Organizer shall not be held responsible for any cancellation or suspension of the Challenge in accordance with this article and no indemnity or compensation shall be due to the Participant.

ARTICLE 24 - INDEPENDENCE

Registration and participation in the Challenge shall in no way create a subordinate relationship between the Organizer and the Participants or the members of their team.

ARTICLE 25 - COMPLAINTS

Any complaint by the Participant must be made in writing no later than thirty (30) days after the end date of the Challenge.

Complaints relating to the operation of the website swachhatastartupchallenge.com must be made in writing to the following address: 3rd Floor, IIT Madras Research Park, Kanagam Road, Taramani, Chennai – 600113.

Complaints concerning the conduct of the Challenge and the delivery of the Prizes must be made in writing to the following addresses: 3rd Floor, IIT Madras Research Park, Kanagam Road, Taramani, Chennai – 600113

The Selection Jury is sovereign and does not have to justify its decisions. These decisions are not subject to appeal. The Participants may not contest the decisions of the Selection Jury.

On the concern of being rejected, any complaint must include:

- the full contact details of the Participant (company name, surname and first name of the legal representative, address, zip code, town, identifier and e-mail address) ;
- the identification of the Challenge concerned;
- a clear and detailed statement of the reasons for the complaint.

ARTICLE 26 - SETTLEMENT OF DISPUTES

In the event of a dispute persisting after the Participant has made a claim in accordance with Article 26, the Organizer and the Participant undertake to submit their dispute to amicable conciliation before any legal proceedings.

The party wishing to initiate conciliation must inform the other party by means of a registered letter with acknowledgement of receipt in which it shall inform the other party of its intentions and the reasons for them.

If no agreement is reached between the parties within thirty (30) days following receipt of the registered letter, the parties shall regain their freedom of action. The most diligent party may then refer the matter to the competent court within the jurisdiction of India

ARTICLE 28 - APPLICABLE LAW

The present rules are governed by Indian law.