

Terms and Conditions

for the cewas Start-Up Programme

Please read the competition terms and conditions carefully. By applying to the cewas Start-Up Programme (hereinafter referred to as “cewas”), each participant of the start-up programme (hereinafter referred to as “participant”) acknowledges that he or she has thoroughly read these terms and conditions and agrees with them. cewas reserves the right to disqualify any entrants who breach the terms and conditions of participation.

These terms and conditions also apply to cewas coaches, Think Tank Members or partner organisations (hereinafter referred to as “Partners”).

Participation conditions and eligibility

- Participants are expected to have a Bachelor or Master Degree. People without an appropriate degree may be permitted if they can prove an extended relevant work experience (decision by the cewas study committee). Further, cewas expects a strong motivation to contribute to the sustainable development of the sanitation, water and/or resource management sector at the national and international level, an entrepreneurial spirit and an excellent knowledge of English (oral & written). Participation will be decided upon in a common decision making process between cewas and the future participants.
- Projects in any development stage can apply to the programme – whether it is only a vague idea or an up and running company with development needs.
- Participants can work individually or in a team. Cewas will consider the team in its entirety as an individual (“participant”) and the leader of that team must conduct all communication as if he or she was working individually (as a “participant”). Every single member of the team should follow all other rules.
- Cewas fosters collaboration between individual participants and promotes the forming of new ad-hoc or permanent teams. However, the participation fees are calculated based on the actual situation at the time of application, regardless any development that may occur in this regard during the cewas programme.
- Participants commit to conscientious and personal participation in the programme as well as adherence to the cewas Code of Conduct.
- The application deadline is as specified by cewas.

- Participation fees cover some of the programme costs and include all of cewas services (workshops, events, coaching days, and office space). The amounts do not include VAT.
- Participation fees are due after contract closure. Individual instalments can be agreed based on the financial situation of participants.
- Participation fees are not refundable.

Contents and communication

- Although every care has been taken to ensure the accuracy of the information published, no warranty can be given in respect to the accuracy, reliability or completeness of this information. Cewas reserves the right to alter or remove content, in full or in part, without prior notice.
- In no event will cewas be liable for any loss or damage of material or immaterial nature arising from access to, use or non-use of published information, or from misuse of the connection or technical faults.
- Links to third parties websites lie outside the scope of responsibility of cewas. Access and use of such websites occur entirely at the user's own risk. cewas expressly states that it has no influence whatsoever over the content of any linked site. Responsibility for information and services of linked sites rests entirely with the relevant third parties.
- No liability can be accepted in respect to the content of such websites.

Coaching by cewas

- Participants understand that all communication from cewas coaches to participants are subjective suggestions and advice from the coaches based on their existing knowledge and experience. No warranty can be given in respect to the accuracy, reliability or completeness of this information and participants have to decide autonomously on whether they implement fully or in part the given suggestions.
- Participants understand that the service of "coaching" by cewas must be requested actively by the participants during the official cewas coaching days. Cewas coaches may also provide individual coaching upon request to the participants outside the announced cewas coaching days in Willisau. However, this service is upon availability and discretion of the coaches.
- Participants can request that cewas connects them with individuals or organisations, including think tank members and other partners from the cewas network. However, cewas reserves the right to reject such requests upon its discretion if requests are inappropriate.

Privacy and Intellectual Property:

- Based on Article 13 of the Swiss Federal Constitution and the provisions of federal data protection legislation, everyone has the right to the protection of their privacy, as well as to protection from misuse of their personal details. Cewas complies with these provisions. Personal data is treated as strictly confidential and is neither passed on nor sold to third parties.

- Participants guarantee that their project idea or start-up may violate neither international nor Swiss copyright laws. Cewas reserves the right to nullify any participant's application that may be in violation of these laws. Participants acknowledge that they will be held responsible for any possible copyright violation. Cewas is not responsible for assuring that the participants' projects do not violate copyright laws. This is under full responsibility of each participant. For more information regarding Swiss copyright laws, please consult the Swiss Federal Law on Copyright and Related Rights (*Bundesgesetz über das Urheberrecht und verwandte Schutzrechte*) (available at: <http://www.admin.ch/opc/de/classified-compilation/19920251/index.html>) or consult an attorney.
- Cewas is a start-up programme dedicated to sharing knowledge, ideas and know-how with the goal of co-creative innovation and social learning (also read our Code of Conduct). Cewas as well as its partners will, however, take every reasonable precaution to safeguard any sensitive information around the participant's projects.
- By participating in the start-up programme, participants accept that summary information around their projects and application materials can be reviewed by cewas and its partners. Participants' information, such as submitted documents, conversations, and presentations are treated confidentially. Participants agree that their project summaries and profiles can be used in cewas project documentation and communication channels. Any further publications require the Participants' consent. Further, participants agree on presenting their projects to partner organisations and invited guests at events organised by cewas.
- If a participant is worried about confidentiality, cewas suggests that these individuals contact the cewas management in order to evaluate the specific elements. Cewas will not take liability for any information passed on to third parties by other participants or partner organisations.
- By applying to the start-up programme, participants agree that cewas may use the participants' contact information for future activities run by or in correlation with the management of cewas or partners or for any other use that they see fit. The data collected for further use may include (but is not limited to) participants' name, address, email address, and telephone number. The intended purpose of this collection of data is foremostly for administration purposes. It may also be used to notify Participants of any future activities relating to cewas. It may also be used for analytical purposes in order to build statistical and/or analytical tables. At no time will individual participants' information be passed on or sold to third parties without their prior consent. If a participant does not wish to be contacted at any future point, he should notify the management.
- Although cewas endeavours to ensure the security of all correspondence, internet is not a fully secure medium. Cewas is therefore unable to guarantee the security of any data sent electronically by any participant and cannot accept responsibility for any loss or damage experienced through loss of confidential information.

Indemnity Clause

- All parties agree to indemnify and hold harmless the other party and its employees, members, landlord, successors, and assigns, from any claims, liabilities, losses, damages, and expenses asserted against the other party and arising out of the indemnifying party's negligence, wilful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under

this agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.

Disagreements

- In case of disagreement or dispute, the interpretation of these provisions shall prevail. In case of force majeure, cewas reserves the right to postpone, shorten, or cancel the programme without being held liable. Participants waive any claim and compensation claims. In case of cancellation of the programme the participation fees will be fully refunded.
- In no event will either party be liable to the other for any consequential, indirect, special, incidental, or punitive damages, regardless of the form of action, whether in an agreement, tort, strict product liability or otherwise, even if advised of the possibility of such damages and even if the damages were foreseeable.
- Swiss law shall apply exclusively to these Terms and Conditions and any disputes arising under or in connection with the relationship between cewas, the participants or the Partner organisations will be held under the jurisdiction of the canton of Luzern, Swiss Confederation.

Copyright

- Copyright is by cewas, represented by the cewas association.
- Downloading or copying of texts, illustrations, photos or any other data does not entail any transfer of rights of the content.
- Copyright and any other rights relating to texts, illustrations, photos, or any other data available on the cewas website and other portals are the exclusive property of cewas Association or of any other expressly mentioned owners. Any reproduction requires the prior written consent of the copyright holder.