

Terms and Conditions

I. Samadhan 1.0 License & Participation Agreement

The Samadhan 1.0 License and Participation is an agreement between the Participant (Teams) and the Organizer (AUMP) and states that the Participant has voluntarily agreed to share the codes/software/solution developed/presented by the Participant with the Organizer in the process of the event. It is mutually agreed that the Participant has no objection to the Organizer reviewing/evaluating their work and making selections as per the discretion of the Jury. The solution (working application) will be made available to the Organizer in accordance with the instructions. If the Participant does not agree with the Terms and Conditions and the Official Rules, he/she/they will not be eligible for nomination and registration.

II. Scope

The scope of the Samadhan 1.0 is to find feasible, practical and sustainable intelligent solutions for the daunting challenges faced by the industry in various domains. ASET is hosting the event on the dates stated in the proposal. Participants at the event will be asked to respond to problem statements shared by the Organizer.

III. Intellectual Property and Licensing

A. Definitions

The term "Intellectual Property" shall mean any (a) processes, methodologies, procedures, and trade secrets, (b) software, tools, scripts and machine-readable texts and files, (c) literary work or other work of authorship, including documentation, reports, drawings, charts, graphics and other written documentation and (d) all copyright, patent rights, design rights, layout-design rights, trademarks and proprietary information.

The term "Participant's Intellectual Property" shall mean any and all Intellectual Property that is, or was authored, created, invented, reduced to practice, made and/or acquired by the participant at any time before the Samadhan 1.0, excluding Intellectual Property owned by ASET and/or the Samadhan 1.0 Intellectual Property (as defined below).

The term "Samadhan 1.0 Intellectual Property" shall mean all new Intellectual Property and any other work product created or developed by the participant during the Samadhan 1.0 and for the purposes of the Samadhan 1.0 and all proprietary rights in the foregoing.

B. Ownership of Intellectual Property

1. Notwithstanding anything to the contrary contained in these terms & conditions, no ownership rights shall remain to vest in the Participant in respect of any Participant's Intellectual Property. The participant hereby agrees to grant to the Organizer a fully paid-up, exclusive, perpetual, irrevocable, royalty-free, and worldwide license to use the Participant's Intellectual Property, which the Organizer may use to the fullest extent possible. The Participant developing these solutions will willingly handover the free license of the software/tool to ASET (if selected) and will relinquish all his rights, if any, in favor of ASET, and shall not be able to stake claim of any Intellectual Property rights

or Copyright, whatsoever. The tool provided will be transferred to ASET for their use, which will be on exclusive basis. Hence, the participants agree to grant to ASET an exclusive, worldwide, irrevocable, royalty free and free license right to read, review, keep and judge the source code/software for selection to the main event.

2. All Samadhan 1.0 Intellectual Property shall vest in and be the absolute property of the Organizer, the participant shall not disclose, release or sell to any persons or otherwise deal with the same in any manner whatsoever without the Organizer's written consent.
 3. All Samadhan 1.0 Intellectual Property capable of vesting in accordance with point III.B.2 above shall be without the need for any transfer or assignment to be executed by the person generating the same, which shall vest in the Organizer by virtue of point III.B.2 above alone without the need for any other transfer or assignment. All Samadhan 1.0 Intellectual Property capable of vesting in accordance with point III.B.2 above with the need for a transfer or assignment to be executed by the person generating, the same shall be arranged by the relevant participant to be vested in the Organizer with the necessary transfer or assignment at no additional charges or cost.
 4. The participant shall do all things necessary to ensure that all Samadhan 1.0 Intellectual Property (other than those already vested in the manner described in point III.B.3 above are fully vested in the Organizer in accordance with point III.B.2 above. The relevant participant further warrants that he/she/they shall have the authority to transfer or assign such Samadhan 1.0 Intellectual Property to or otherwise vest such Samadhan 1.0 Intellectual Property in the Organizer when called upon by the Organizer to do so.
 5. In case, the Participant fails to qualify for the main event, he/she/they will not stake claim of any copyright infringement/patent violation/knowledge-sharing dispute for the solutions submitted during the preliminary round for evaluation. (In case, the participant fails to qualify for the main event, then the participating team agrees that it will not stake claim of copyright infringement/patent violation/knowledge sharing dispute for the solutions submitted for the preliminary round)
 6. The Participant will remain the owner of the solution and can further improve the version. Any extension developed by the Participants shall be owned by him/her/them ("Participant extension") but such an addition to the solution would be allowed only after the Samadhan 1.0. (The developer will remain the owner to further improve their version and use for its own purpose. Any extension developed solely by participants shall be owned by participants ("Participant extension") but that will be allowed after the conclusion of the Samadhan 1.0. Section A and Section B of this 'Intellectual Property' clause shall survive the cancellation, end/expiration or termination of the Samadhan 1.0.
- C. Preservation of your Intellectual Property You shall be solely responsible to and expected to perform to the utmost care to protect your Intellectual Property that you use, present and/or share during the course of and/or in relation to the Samadhan 1.0
- IV. Indemnities

To the maximum extent permitted by law, you will be responsible for (and you agree to defend, indemnify and hold harmless the Organizer, its staffs/employees, directors, affiliates, other partners and/or sponsors of the Samadhan 1.0 from and against) any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from:

a) Any material(s) (including the Application) uploaded or otherwise provided by you that defames any person or infringes another person's rights, including any copyright, trademark, trade secret, trade dress, patent or other Intellectual Property right, or any rights of publicity or privacy;

b) Any misrepresentation made by you in connection with the Samadhan 1.0;

c) Any non-compliance and breach by you of these General Terms and the representations and warranties set forth herein;

d) Claims brought by persons or entities arising from or related to your involvement with the Samadhan 1.0;

e) your acceptance, possession, misuse or use of any prize or participation in any Samadhan 1.0-related activity or participation in the Samadhan 1.0, including but not limited to statutory and common law claims for misappropriation or right of publicity; and/or

f) any malfunction or other problem with the Samadhan 1.0 web site(s) and/or platform(s) caused by your use or your material (including the Application) submitted in or your participation in the Samadhan 1.0.

V. Limitation of Liabilities

To the maximum extent permitted by law, in no event will the Organizer be liable to you for:

a) any circumstances beyond its control, including any Force Majeure Event(s), act or default by a third- party supplier (such as the actions of any hosts or cancellations, delays, diversions or substitution or any other acts or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any related services or accommodations);

b) any postponement or cancellation of the Samadhan 1.0;

c) failure by any winner to take advantage of a prize due to health or any other reason;

d) any loss, injury, claim or damage suffered by you in connection with or as a result of your participation in the Samadhan 1.0, unless such loss, injury, claim or damage is solely and directly caused by the Organizer; and/or

e) any special, indirect, incidental, consequential damage of any nature whatsoever including any loss of profits, loss of revenue, contracts, anticipated savings or business, pure economic loss, loss or corruption of data, loss of opportunity and/or expectation loss.

In this respect, 'Force Majeure Event' shall mean an event which is beyond the reasonable control of the Organizer which affects and frustrates the implementation of the Samadhan 1.0 without fault or negligence of the Organizer and the Organizer is unable to perform its obligations despite implementing reasonable efforts and shall include acts of God, interference by civil or military authority, riots, civil disturbance, terrorist activity, wars, strikes, fires, floods, epidemic, national or widespread health quarantine, or other catastrophes.