
CONDITIONS OF PARTICIPATION

ARTIFICIAL INTELLIGENCE CUP

Background

The present document aims at describing the organization and the role of each participating body in this initiative. The Artificial Intelligence Cup (AI-Cup) is a scientific and business competition where students, doctoral researchers, post-docs and other young scientists directly attached to a higher education institution solve a data-based decision-making or prediction problem with the help of artificial intelligence (AI) methods. The participants present their solution in the form of algorithms, software and measurement results. Within the business competition, the participants outline their startup projects that are either derived from their challenge findings or provide individual, innovative technology-oriented solutions respectively knowledge-based products and services.

The higher education institution to which participants are attached must be based in Germany or France. A maximum of eight teams will be selected as winners of the AI-Cup and will have access to financial and mentoring support for the creation of a start-up.

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§ 1 ORGANISATION

The present rules define the terms and conditions of the organization of or participation in the AI-Cup ("the Rules"). The AI-Cup is organized by the University of Passau, Innstraße 41, 94032 Passau, hereinafter referred to as the "Organizer".

In a supporting role, Atos Information Technology GmbH, Otto-Hahn-Ring 6, 81739 München, hereinafter referred to as the "**Technology Partner**", hosts the data sets and provides the secure platform for the implementation of the scientific competition.

In a supporting role, the professorial chair Industrial of Data Analytics and Machine Learning at Ecole Normale Supérieure (ENS) Paris Saclay hereinafter referred to as the "**Scientific Partner**" supports the involvement of French players - participants in the competition as well as data providers – and coordinates related scientific issues.

In a supporting role, the following organizations hereinafter referred to as the "**Data Providers**" provide datasets for the scientific competition:

- Centre Borelli – ENS Paris-Saclay, 4 avenue des sciences, 91190 Gif-sur-Yvette,
- DB Regio AG, Europa-Allee 70-76, 60486 Frankfurt am Main,
- E.ON Energie Deutschland GmbH, Arnulfstraße 203, 80634 München,
- French Alternative Energies and Atomic Energy Commission CEA, Bâtiment Le ponant D, 25 rue Leblanc, 75015 PARIS, and
- Trading Hub Europe GmbH, Kaiserswerther Straße 115, 40880 Ratingen.

The AI-Cup is supported by further organizations:

- BayFrance (Bayerisch-Französisches Hochschulzentrum) an der Technischen Universität München,
- BayStartUp GmbH,
- French Tech Mission,
- Invest in Bavaria and
- HOCHSPRUNG - das Entrepreneurship-Netzwerk der bayerischen Hochschulen.

§ 2 ELIGIBILITY TERMS & CONDITIONS OF PARTICIPATION

2.1 Eligibility Terms

The AI-Cup is open to matriculated students or to doctoral researchers, post-docs and other young scientists who are employed by universities, colleges of higher education and non-university research institutions in Germany or France. Participating students who complete their studies during the course of the competition or before the term of the AI-Cup scholarship are eligible to participate in the AI-Cup until the end; the same applies to doctoral researchers after they achieve their doctorate. Participation is possible for individual applicants as well as teams.

A team can include a combination of students and doctoral researchers or research assistants ("**the Applicants**").

If a team member was/ is enrolled or employed as a student or researcher at a university or non-university research institution in Germany or France at the time of submitting the application or at the start of the scholarship, this team member is in principle eligible to receive the AI-Cup scholarship.

To qualify a team for the scholarship, at least one member of the team must be eligible in principle.

A team may include more than three members. However, the AI-Cup scholarship will only be awarded for up to three team members.

The most important prerequisite for eligibility is that the later AI-Cup-Scholarship holders are **in the pre-founding phase with their business idea**, which was developed primarily within the context of the AI-Cup, i.e. **the company must not yet have been founded**.

2.2 Conditions of Participation: the Application

Applicants wishing to compete in the AI-Cup must complete an application form via the AI-Cup registration website <https://www.ai-cup.uni-passau.de/en/> (the "Site").

Applicants could either apply as a team or as an individual. The team must consist of a minimum of two members and a maximum of three members. For those who have teams, a team representative has to register for the AI-Cup challenge on behalf of your team. The application must include the duly completed application form, with all mandatory fields being filled.

It is the responsibility of each Applicant to read these Rules (available on the Site) before submitting their application. As such, an application may only be submitted if the Application or Applicant's representative (in the name of and on behalf of the Applicants if a Team) declare, by ticking the corresponding boxes, that they have read and unconditionally accept the Rules.

An Applicant's participation will be taken into account at the time of submission of the corresponding application, subject to compliance with these Rules.

Applications that are incomplete or submitted after the closing date for registration (including in the event of early closure) will not be considered.

The Organizer may not be held liable in the event that one or more Applicants fail to connect to the Site due to a technical defect or any problem related, in particular, but not exclusively, to network congestion, human or electrical error, malicious interference, software or hardware malfunction, or force majeure.

Applicants undertake to provide accurate information in their application. The Organizer reserves the right to request that Applicants provide any proof required to substantiate information given in their application. The Organizer may not be held liable for any inaccuracies in the information provided by the Applicants.

§ 3 OBJECTIVE, DESCRIPTION AND TIMELINE

3.1 Objective

The objective of the AI-Cup is to support the creation of a number of new start-ups in Bavaria related to artificial intelligence and data science.

3.2 The AI Challenge: Description

In the frame of the AI-Cup a data-based AI challenge ("**the Challenge**") will be organized with two components: **a scientific and a business competition**.

1. Within the **scientific competition**, an initial, downloadable test sample (the "**Starting Kit**") will be provided via the Challenge platform and will be accessible to selected Applicants ("**the Participants**"). Two other samples (hereinafter referred to as the "**Training Data**" and "**Evaluation Data**") will not be visible to Participants and will be observable only by the training algorithm on the Challenge

platform. Participants will have to analyze the data from the Starting Kit in order to devise the methodology to be used in response to the Challenge posed. Once they have developed a programming code implementing this methodology, the Participants will be able to submit their code and or evaluation data via the Challenge platform.

2. Within **the business competition**, the participants submit a business dossier which contains information about their start-up projects that are either derived from their challenge findings or provide individual, innovative technology-oriented solutions respectively knowledge-based products and services. A scientific and an economic jury (the "**Jury**") will choose from the participating teams, the winners of the Challenge (the "**Winner Teams**"). The scientific Jury is evaluating the scientific dossier, it assesses the ranking of the models developed by the Participants, and the quality of the response provided in the scientific dossier. The economic jury evaluates the concept regarding the business development of the planned start-up.

A maximum of three team members will be eligible for financial support. This does not mean, however, that the number of founders is limited. This allows the company to be founded with a different team constellation.

The Winner Teams will receive financial support in the average amount of €90.000, in individual cases, a sum up to a maximum of €95.000 may be granted by the Organizer. For this purpose, a separate agreement is concluded which contains the support conditions. The support includes principally, the living expenses (including travel expenses) in the monthly amount of €2.000 per member (up-to three members can be funded) of the winning team plus €150 per dependent child, a coaching lump sum and project-related material expenses including licenses, software, infrastructure, investments.

Lasting up to 12 months, the financial support, in combination with the support of their university or research institution and accompanied by a structured support and mentoring programme provided by the Organizer, intends

- to enable the winning teams to work out a marketable business plan and
- to further develop a prototype (or a Minimum Viable Product, MVP)
- or, if possible, to bring it to market maturity and
- to prepare for their business start-up (with a registered office, branch or operating facility in Bavaria).

3.3 Timeline

Registration/ receipt of applications

- Registration: open from March 9, 2022
- Application forms to be submitted by April 29, 2022 at 11:59 pm (as per digital timestamp)

Scientific competition

The scientific competition (April 30, 2022 to July 10, 2022) allows a choice between five scientific tasks for participants from Germany and three scientific tasks for participants from France.

Scientific tasks coordinated by École normal supérieure Paris-Saclay (Scientific Partner):

- CEA Sound of Climate Change Challenge
- Human Locomotion Challenge

Scientific tasks coordinated by the University of Passau:

- DB Regio Bus Travel Prediction Task
- E.ON day ahead smart meter forecasting
- The Trading Hub Europe Gas Prediction Task

The scientific tasks are made accessible by the University of Passau on the so-called "Codalab" platform with the support of Atos Information Technology GmbH (hosting partner) (see <https://codalab.ai-cup.uni-passau.de/>).

Besides the hosting partner ATOS, the following data partners are involved:

- DB Regio AG (Germany)
- E.ON (Germany)
- Trading Hub Europe GmbH (Germany)
- Centre Borelli (France)
- The French Alternative Energies and Atomic Energy Commission - CEA (France)

Scientific jury: Prof. Dr. Harald Kosch and Prof. Dr. Michael Granitzer

- Submission to the jury by each participant of a scientific dossier by July 10, 2022 at 11:59 pm (as per digital timestamp).
- Selection of teams by the jury who are eligible for the business competition of the AI-Cup until July 22, 2022. Up to twelve teams can be admitted to the business competition.
- The scientific jury evaluates the scientific tasks and the report according to the degree of accuracy, reproducibility and adaptability. The team ranking is based on a weighting of the solution of the data task with 80% and a weighting of the associated scientific report with 20%.

Business competition

- Submission of the business plan/ idea paper by each team before August 22, 2022, at 13:00 CEST
- Hearing of Participants (start-up idea pitch) by the economic Jury including guests from the ministry and data partners on September 13, 2022 at 09:00 CEST.

Economic jury

- François Hoehlinger (La French Tech)
- Rosi Keimerl (Bayern Kapital)
- Prof. Dr. Andreas Pfeifer (ONE LOGIC, Universität Passau)
- Daniela Rittmeier (Capgemini)
- Prof. Dr. Carsten Rudolph (BayStartUP)

Final results

- Official announcement of the Winner Teams until October 16, 2022.
- Validation and vote to award the Winner Teams' grant by the Organizer in September/ October 2022.
- Award ceremony on October 11, 2022.
- Start of the support and mentoring programme for the eligible members of the Winner Teams from October 2022. The funding phase is scheduled for October 2022 to September 2023.

§ 4 SELECTION PROCESS, CRITERIA and WINNERS' COMPLIANCE

4.1 Selection Process

The Organizer reserves the right not to consider the application of any Applicant not meeting all eligibility criteria given in Article 3 of the Rules. Where necessary, in order to more closely evaluate applications, the Organizer reserves the right to request that Applicants provide clarification or

documented proof and/ or answer any further questions.

The Organizer is not obliged to give reasons for their decisions, which are final.

Participants will benefit from reasonable technical support from the Technology Partner until the Jury has voted.

The Jury will be responsible for the process of selecting the Winner Teams from among the Participants. Participants will submit a scientific dossier as well as an economic dossier outlining their start-up project.

Where necessary, in order to more closely evaluate applications, the Jury reserves the right to request that Participants provide clarification or documented proof and/ or answer any further questions.

The Jury is not obliged to give reasons for its decisions, which are final. Nevertheless, the teams receive whenever possible advice and recommendations on how to proceed with their projects.

4.2 Selection Criteria

To choose the scientific winner teams, the members of the scientific Jury will assess the ranking of the models developed by the Participants and visible on the Challenge platform and the quality of the response provided in the scientific dossier submitted by the Participants.

The winners of the scientific competitions are invited to submit a business dossier describing their start-up projects, that are either derived from their challenge findings or provide individual, innovative technology-oriented solutions respectively knowledge-based products and services. The economic Jury assess the innovation grade of the start-up project, the business-administrative/ entrepreneurial skills of the team and the team constellation. If the Jury confirms the quality of the start-up plan of the Participants, they are selected as one of the Winners of the AI-Cup.

4.3 Winners' administrative compliance

As prerequisites for participation in the AI-Cup support and mentoring programme, the winning teams selected by the Jury must:

- submit a confirmation of their university/ research institution that the latter will provide the winning team with the necessary resources (e.g. laboratories, workshops, rooms, computer centre and other infrastructure) free of charge - in the event of selection by the Jury and for the duration of the AI-Cup bursary of a maximum of twelve (12) months and
- appoint a suitable mentor who will support the team free of charge for the duration of the AI-Cup scholarship.

A formal foundation and initiation of business activities (with a registered office, branch office or permanent establishment in Bavaria) and the generation of turnover **after** the Challenge and during the support and mentoring programme of the AI-Cup is generally permitted.

The planned business idea developed within the context of the AI-Cup must be an **innovative technology-oriented or knowledge-based product**. Knowledge-based services are also funded under these conditions.

The scholarship holders undertake **to work full-time on the start-up idea** during the term of the AI-Cup scholarship. Secondary employment is only permitted to a limited extent (a maximum of five hours per week). There is no time restriction as far as activities directed towards the purpose of graduation are concerned. A simultaneous combination with another scholarship, employment relationship or a funding programme to finance the livelihood of the pre-founders is not allowed. The review of eligible expenses will be carried out by the Organizer. In case of violation of the regulations, the scholarship will be reclaimed.

§ 5 USE OF THE PLATFORM

The Technology Partner provides to all parties a highly secured execution (including compute power) environment. Such a way:

- The Technology Partner guarantees the Data Providers that nobody, except the persons managing the environment can get access to the data. It's a key condition for the Data Providers to accept to make data available for such a challenge (what is exposed is a set of about defined training data the production data is not shared).
- As the Participants are executing their algorithms on the environment, all of them get access to the same compute capabilities – the models are being run in containers, access to the models is fully controlled by the developers.
- Per use case, datasets are split, in agreement with the Data Providers, in two subsets: a part of the data are communicated to the Participants to train and tune their algorithms; the remaining data are kept secret. They are used in a totally blind manner by the algorithms of the Participants to measure their efficiency.

This platform can be used to access the Starting Kit, submit their development for evaluation, view rankings, access the results of their submissions, and submit their scientific dossier. Their economic dossier must be submitted via email to ai-cup@uni-passau.de. The Challenge platform does not allow data to be downloaded locally and has CPU/ GPU computing capacity for each Participant. The Challenge platform will be equipped with a reasonable amount of computing power and storage resources. However, it is not possible to guarantee that the platform will provide an immediate execution slot for all Participants at all times, especially in situations of intensive use. It is likely that there will be intensive use around the submission closing date and time. Participants are therefore encouraged to test their software early and not on the final day before the submission deadline.

§ 6 CONFIDENTIALITY & PARTICIPATION AGREEMENT, PERSONAL DATA

6.1 Obligations of the Jury, Organizer, Partner and Data Providers

The Jury, Organizer, Partners, and any agent, consultant, subcontractor, or employee of the Organizer, Partners and Data Providers, undertake to treat as confidential all information of which they may become aware during examination of the applications. This information may not be disclosed without the prior written consent of the Applicants.

Nonetheless, the Organizer and Partners are authorized to communicate to the press and to publish the names of the Applicants and the Winners.

The Winner Teams may authorize publication in the Organizer's and Partners' communication documents and provide the press with an extract from their application, on condition that it does not contain any confidential information regarding the Winners.

The Organizer, Partners, the respective Data Provider and Jury members undertake not to make any use of confidential information brought to their attention for any purpose other than organizing the AI-Cup and selecting the Winners.

The Organizer and the Technology Partner have signed an agreement related to hosting.

6.2 Obligations of the Applicants and Participants

Applicants and Participants undertake to treat as confidential all information of which they may become aware during the AI-Cup, but especially the data obtained from the Data Providers. This information

includes, but is not limited to, any pseudonymized and/ or anonymized data, and any information related to the AI-Cup and to the Organizer.

§ 7 INTELLECTUAL PROPERTY

7.1 The Participants' intellectual property

Any intellectual property right generated by the Participants during the term the AI-Cup will be the property of said Participant or a team member/ group of team members willing to found the company.

Participants may not claim any right, express or implied, to the know-how, patents, patent applications, registered designs or trademarks, copyrights, data and databases held by the Organizer, Technology Partner, Scientific Partner or Data Providers.

7.2 Joint business development

The respective Data Provider, the Organizer and the Partners wish to promote the valorization of the research work carried out as part of the AI-Cup.

After the end of the Challenge, the Winner Teams create a report and make it available to the respective Data Provider after approval by the Organizer.

On this basis, a collaboration agreement may be negotiated between the respective Data Provider and the Winner Team, without there being any obligation on either party to conclude such an agreement.

Any exploitation of results must take place in compliance with the obligations of a confidentiality agreement, which will have been signed between the respective Data Provider and the Participant in question.

The Winner Teams will have the option of granting to the respective Data Provider a free, non-exclusive and sub-licensable license for the use of all intellectual property rights related to the results obtained by the Winner Teams in connection with the AI-Cup, including copyrights – compensated at arm's length. These rights will include the right of reproduction and representation, and in particular the use, adaptation, modification, incorporation, dissemination and commercialization of the said results in the written report, for the period of validity of the said results, in any country, and for direct or indirect use, without limitation as to scope or purpose.

7.3 Guarantee

The Applicant guarantees that it holds all authorizations to participate in the AI-Cup. It guarantees, in particular, that it shall not infringe any intellectual property rights or trade secrets of third parties.

The Participant guarantees the respective Data Provider and the Organizer against any claims, objections, damages, or legal action (including but not limited to actions for counterfeiting and unfair competition) brought by a third party as a result of the Participant's participation in the Challenge. Any compensation, damages, fines, and any costs incurred by the respective Data Provider resulting from the aforementioned will be borne by the Participant. The Participant guarantees that the solution to the Challenge they submit in relation to the AI-Cup is not bound by any obligation that may limit participation in the AI-Cup or potential future exploitation.

7.4 Brands and logos

Any request to use the brands and/ or logos of the Organizer and/ or the Technology or Scientific

Partners and/ or Data Providers by the Participants is subject to prior written authorization from the Organizer and/ or Partner and/ or Data Providers concerned.

The Participants authorize the Organizer, the Partners and the Data Providers to use their brand, logo, the presentation of their solution minus any confidential information, free of charge, on any type of medium, for the entire duration of the AI-Cup and three (3) years after its closure.

The project is funded by the Bavarian Ministry of Economic Affairs, Regional Development and Energy. The Winner Teams must refer to this funding in all public relations activities (e.g. homepage, presentations, etc.) related to the funded project: "Funded by the Bavarian Ministry of Economic Affairs, Regional Development and Energy and Gründerland Bayern" (logos will be provided).



§ 8 COMMITMENTS

8.1 Participant's commitments

All participants for the Challenge undertake:

- To read and accept these Rules without reservation;
- To own the intellectual property rights for the elements related to their application or to be authorized by the holders or joint holders of the said rights to apply for and participate in the Challenge;
- Not to make any claim or request for compensation in the event of modification, postponement, or cancellation of the launch event or the award ceremony;
- Authorize the Challenge Organizer in advance and free of charge, to reproduce and use its name, address and photograph, on any medium that may be used for any event, in accordance with the provisions as laid down within the section concerning image rights within our privacy statement, which is available at <https://www.ai-cup.uni-passau.de/en/>.
- To respect the rights related to the content published on the Site;
- To not divert or attempt to divert the Site from its normal use.

Failure to comply with any of the Articles of the present Rules shall result in the Participant's permanent exclusion from the Challenge and if necessary, lead to compensation for damages.

8.2 Organizer's and Partners' Commitments

The Challenge Organizer and the Technology Partner undertake to respond as far as possible and in accordance with its human resources, as quickly as possible to the applicants' and participant's questions and requirements during completion of the Challenge.

§ 9 CANCELLATION, IMAGE RIGHTS, PERSONAL DATA

9.1 Cancellation

The Organizer may cancel any or all participations in the AI-Cup should it appear that fraud has been committed in any form whatsoever, particularly by electronic means, in connection with participation in and/ or completion of the Challenge.

In such a scenario, they reserve the right to take legal action in the competent courts against those committing such fraud. The Organizer and the Partners may not, however, be held in any way liable in relation to the Applicants as a result of any fraud committed.

The Organizer reserves the right to cancel or modify the AI-Cup and these Rules, in whole or in part, without prior notice and without having to justify this decision, without thereby incurring any liability whatsoever.

9.3 Image rights

By registering for the Challenge, Applicants agree to be photographed (in any form and on any medium) during the Challenge, and to the reproduction, use, and distribution of their image, including during the Challenge or during the award ceremony by the Organizers, particularly in a promotional perspective for promotion of the Challenge or for any subsequent event organized by the Organizers, in connection with their future development and implementation.

The Applicants freely grant their image rights, regardless of form (including photographs and recordings, without this being an exhaustive list) and medium (including digital, graphic, and paper, without this being an exhaustive list), in whole or in extracts, to the Organizers with aiming at in particular the following uses:

1. The reproduction of photographs and/ or films, in whole or in extracts, by any procedures known or unknown to date and on any medium;
2. The use of photographs and/ or films, in whole or in extracts, by any procedures for public communication known or unknown to date.

9.2 Personal Data

We respect the personal privacy. For more information, please refer to our privacy statement available at <https://www.ai-cup.uni-passau.de/en/>.