



Challenge Terms & Conditions

The Global Surgical Training Challenge (the "Challenge" is run by Nesta Enterprises Limited ("Nesta") on behalf of the Intuitive Foundation ("Intuitive") and in partnership with the Massachusetts Institute of Technology ("MIT") as represented by the MIT Solve Initiative. Nesta, Intuitive, and MIT may each be referred to as a "GSTC Partner," and collectively as the "GSTC Partners."

Please read these terms and conditions and all additional information on the Global Surgical Training Challenge [website](#) carefully before submitting an entry.

These terms and conditions form an agreement with Nesta. By submitting an entry, you accept and agree to comply with these terms and conditions. If you are submitting an entry on behalf of one or more team members, you represent and warrant that you have provided each of these team members with a copy of these terms and conditions, that each of these team members have accepted and agreed to comply with these terms and conditions, that you have the authority to thus bind each of these team members, and that you will be responsible for ensuring each team member's compliance. You, and each of the team members on behalf of which you are submitting an entry, are individually referred to as a "Participant" and collectively as "Participants."

References to "we", "us" and "our" in these terms and conditions are references to Nesta. References to "you" in the remaining portion of these terms and conditions are references to the Participants individually or collectively.

1.0 Participating in the Challenge

1.1 Entries received by the relevant deadline will be assessed against the relevant eligibility criteria set out in the [Innovator Handbook](#) and on the Challenge [website](#), including any minimum age limits of the associated Participants. Entries which do not meet the eligibility criteria will not be accepted. Late entries and entries in languages other than English will not be accepted. We are not responsible for

and/or will disregard entries which are lost, incomplete, damaged, or late, even if due to computer, network or telecommunications failure.

1.2 Employees of Nesta, Intuitive, MIT, or other individuals or organisations working on the Challenge, and their immediate families or household members, are not eligible to enter.

1.3 You authorize the GSTC Partners to share between themselves the personal information including contact details you provide to any GSTC Partner, and to use the personal information in connection with the Challenge, including contacting you about anything related to the Challenge. All communications between you and us in relation to the Challenge must be in English. If you don't respond within fourteen (14) days of receipt to any communication from us, your entry may be withdrawn at our sole discretion. We may select another entry in place of your withdrawn entry, but are not obliged to do so.

1.4 Nesta's decision about eligibility and shortlisting, and the Judges' decision on selection and the Challenge awards (including in each case the validity of any claims and data submitted) is final. Correspondence with you will not be entered into by any of the GSTC Partners regarding such decisions or selection. Nesta, Intuitive, and the judges may at their sole discretion decide to refuse any entry, and to not to award any prizes where no entry meets the relevant standards.

1.5 We reserve the right at our sole discretion to refuse any entry, and to make no award if none of the entries meet our required standards. We may vary the form or substance of the Challenge (including deadlines, event dates, and the number of entries selected for each phase) as we deem appropriate in the circumstances. We may also suspend or withdraw the Challenge if funding is withdrawn or we judge that the Challenge will no longer achieve its aims. We reserve the right at our sole discretion to remove you from the Challenge if you do not comply with these terms and conditions, if you cheat or behave in a way which is disruptive, inappropriate, or potentially dangerous, or if you fail to participate fully or do anything to damage the reputation of any of the GSTC Partners or their partners.

1.6 We reserve the right to vary these terms and conditions at any time. Variations will take effect from the date they are posted on the Challenge website, so please check regularly to see the current version.

2 Eligibility

2.1 In submitting an entry to or otherwise entering the Challenge, you confirm that you are eligible to enter the Challenge, and eligible to claim the prize you may win. We may require you to provide proof of eligibility.

2.2 You can apply to participate in the Challenge only as a multidisciplinary team as described in the eligibility criteria.

2.3 As a part of your entry submission, you are asked to identify one individual as the team leader. The team leader, along with the person submitting the entry, are responsible for making sure that all team members have read and understood, and have and will comply with these terms and conditions and all relevant information on the Global Surgical Training Challenge [website](#). You must notify us in writing if the team leader changes, and provide us with up-to-date contact details. All team members shall be jointly and severally liable for their obligations under these terms and conditions.

2.4 We welcome entries from a diverse mix of individuals, including teams including team members from medical schools, engineering schools, other academic institutions, tech start-ups, and small to medium sized enterprises.

2.5 In order to receive the Discovery Award or Finalist Award, the awardee must execute a grant agreement with Intuitive. Awards and prizes from the Challenge are described as being made to individuals or teams, so as to promote their personal contribution. Money payments will however only be made to organisations to which the awarded team is connected ("the Sponsor Institute"). The Sponsor Institute must have a demonstrable history of receiving and managing grant or donor funding. If a Sponsor Institute is deemed ineligible to receive funding, then no award or prize may be given. No payments will be made directly to individuals.

3 Discovery Awards, Finalist Awards & Grand Prize

3.1 Assuming that a sufficient number of quality entries meet the eligibility criteria and the relevant standards, we are forecasting the following awards.

3.2 Ten entries will be selected to receive a Discovery Award of up to approximately \$200,000.

3.3 Three entries will be selected to receive a Finalist Award of up to approximately \$500,000.

3.4 One Finalist entry will be selected to win the final Grand Prize award of approximately \$1 million.

3.4 The Discovery and Finalist Awards shall be provided in the form of grants, and the Sponsor Institute will need to execute a grant agreement with Intuitive to receive the grant funds. The Discovery Award, Finalist Award, and Grand Prize shall only be used in ways that will advance the development of solutions that will improve access to low cost surgical training.

3.5 Nesta reserves the right to impose additional conditions if appropriate in our reasonable opinion, if the Challenge has not resulted in sufficient public benefit in line with the aims of the Challenge, or to comply with legal requirements.

3.6 The Discovery Awards, Finalist Awards, and the Grand Prize will be paid in United States Dollars or another currency, at Intuitive's discretion.

4 Choosing the Discovery Award, Finalist Award, and Grand Prize winners

4.1 Eligible entries will be assessed against the assessment criteria set out on the Global Surgical Training Challenge [website](#). Participants may be asked to provide further information or complete further 'sub-challenges' designed to assist the

Judging Panel in making decisions in accordance with the assessment criteria, such as by answering questions of clarification and by a presentation at a pitch day.

4.2 Your application will first be reviewed by an assessment team, including where applicable an external assessment partner and a due diligence partner, and the assessment team will submit notes and scores to the Judging Panel. The Judging Panel will select the Discovery Awardees, Finalist Awardees, and eventually the Grand Prize Winner.

4.3 The notes and scores will support the Judging Panel in their deliberations, but do not by themselves indicate any winners or selections. The Judging Panel will make the final decision.

4.4 The Judging Panel will consist of surgical and education experts. Nesta will publish the names and profiles of the Judging Panel before the entry submission window closes. The composition of the Judging Panel may vary from time to time.

4.5 Nesta must publish or otherwise make available information that indicates that valid awards took place. To comply with this obligation, Nesta will publish on the Challenge website the names of the Discovery Awardees, Finalist Awardees, and Grand Prize Winner, and partial or full descriptions of their entries, following their confirmed selection. Nesta may also publish such information on various social media platforms, at its sole discretion. You authorize the GSTC Partners to make public such information at their discretion, should you be selected as a Discovery Awardee, Finalist Awardee, or Grand Prize Winner.

4.6 Nesta will contact the Finalist Awardees and the Grant Prize Winner promptly after selection by the Judging Panel, using the telephone number or email address for the team leader.

4.7 You are solely responsible for ensuring your eligibility to receive any Challenge awards, and for ensuring that you provide accurate and sufficient information for receiving such awards. Except for damages directly attributable to intentional

misconduct or gross negligence, Nesta and the other the GSTC Partners have no responsibility or liability if you are not able to take up the prize.

5 Personal Data and Publicity

5.1 You authorize the GSTC Partners to share amongst themselves, and with anyone helping us to run or evaluate any part of the Challenge ("Helpers"), the information which you provide, or which you have authorized someone to provide in connection with the Challenge, including your personal and contact details. You further authorize us and the Helpers to use such information, including your personal and contact details, to process your entry to the Challenge and contact you about the Challenge, to administer and implement the Challenge, to let you know about other events and activities sponsored or administered by us, and to evaluate the Challenge. Please see the privacy policies for Nesta, Intuitive, and MIT, which are set out on our respective websites. Further details of these organisations and information as to how they process your personal and contact details can be found on the About page. Some of these organisations may process your information in countries outside of the UK or European Economic Area (EEA) where data protection laws are not the same as in the UK and/or the EEA. See also Clause 4.5 about publishing information about Challenge award winners and winning entries.

6 Your promises to us

6.1 To participate in the Challenge, you represent and warrant, and shall ensure that:

6.1.1 each Participant member satisfies the relevant eligibility criteria to enter the Challenge;

6.1.2 all information submitted by you is true, accurate and complete. We reserve the right to ask for additional evidence of claims made by you, to validate claims by any means we see fit, and/or to reject claims at our sole discretion;

6.1.3 each Participant shall provide promptly any additional information we reasonably request, and shall participate promptly in the assessment, testing, challenges and presentations required as part of the Challenge;

6.1.4 each Participant has, or shall timely obtain, all authorisations, consents and permissions necessary to submit your entry, carry out your proposal, and comply with these terms and conditions;

6.1.5 your entry does not and will not infringe or misappropriate any intellectual property or other third-party rights, or breach any contractual obligation (specifically, though without limitation, please see Clause 7 below). We may withdraw your entry if we receive notice that your entry infringes or misappropriates any third-party rights, or breaches any contractual obligations;

6.1.6 each Participant shall make no attempt to undermine the Challenge, cheat, or behave in any way which is in our reasonable opinion unfair, disruptive, inappropriate or potentially dangerous, or which damages the reputation of the Challenge or of any GSTC Partner;

6.1.7 each Participant shall always act lawfully, ethically, and in good faith and comply with the rules of the Challenge and any relevant laws, regulations, guidelines and codes of practice; and

6.1.8 each Participant shall comply with our reasonable instructions while participating in the Challenge, including in relation to health, safety, and security.

6.2 You agree that if we determine that any of the above has been violated, we and Intuitive may at our sole discretion withdraw your entry, and/or rescind or recover any prizes awarded to you.

7 Ownership of Challenge Entries and Intellectual Property Rights

7.1 Your participation in the Global Surgical Training Challenge does not change the ownership of your entry.

7.2 You agree that if your entry is selected for an award, and regardless of if you actually uptake the award, you shall authorize, and hereby authorize, Nesta and Intuitive to make your entry, including all surgical training modules, hardware, designs, and documentation, publically and freely available after the Grand Prize winner has been selected. This includes publishing the information on a platform to be decided by Intuitive, and providing the material under an open license to be

selected by Intuitive, such as under a CERN Open Hardware Licence v2 ([CERN-OHL](#)) on hardware and designs and a Creative Commons Attribution-ShareAlike 4.0 International ([CC BY-SA 4.0](#)) on documentation.

8 Confidentiality

8.1 For the purposes of this clause 8, 'Confidential Information' shall mean information which is marked as confidential or which would be regarded as confidential by a reasonable business person. For clarity, Confidential Information does not include information that: (a) was in a receiving party's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received by the receiving party from a third party without a duty of confidentiality; (d) is disclosed by the disclosing party to a third party without a duty of confidentiality; or (e) is independently developed by the receiving party without any breach of any confidentiality provisions.

8.2 You agree that you shall not at any time during this agreement, and for a period of five years after termination of the Challenge, disclose to any person any Confidential Information of any Challenge participant, GSTC Partner, or Helper, including information concerning Challenge entries, business affairs, affairs, customers, clients, or suppliers , except that you may disclose such Confidential Information:

8.2.1 to your employees, officers, representatives, or advisers who need to know such information for legitimate purposes in connection with this Challenge. You shall ensure that your employees, officers, representatives or advisers receiving such Confidential Information comply with this clause 8; and

8.2.2 as may be required by law, to a court of competent jurisdiction, or any governmental or regulatory authority, provided that you give the owner of the Confidential Information reasonable advance notice of such required disclosure and use reasonable efforts to secure confidential treatment of such information.

8.3 You shall not use any other party's Confidential Information for any purpose other than to exercise your legal rights and as authorized to take part in the Challenge.

8.4 Subject to clause 7, The GSTC Partners will not disclose Confidential Information disclosed by you in your entry to the Challenge until a winner of the Grand Prize has been selected, except:

8.4.1 to GSTC Partner or Helper employees, officers, representatives, or advisers who need to know such information for the purposes of implementing the Challenge, provided that such employees, officers, representatives or advisers who receive Confidential Information are aware of its confidential nature and comply with this clause 8; and

8.6.2 as required by law, to a court of competent jurisdiction, or any governmental, or regulatory or supervisory authority, provided that the GSTC Partner provides you reasonable advance notice of such required disclosure and use reasonable efforts to secure confidential treatment of such information.

9 Limitation of Liability

9.1 The extent of our liability under or in connection with the Challenge (regardless of whether such liability arises in tort, contract, or in any other way, and whether or not caused by negligence or misrepresentation) is set out in this clause.

9.2 Subject to clauses 9.6, the GSTC Partners' joint and several total liability to you arising out of or in connection with the Challenge (whether arising in contract, tort (including negligence) or otherwise) shall be limited to five hundred English pounds (£500). Further, the GSTC Partners shall not be liable for consequential, indirect or special losses; and the GSTC Partners shall not be liable for any delay or non-performance or other occurrence caused by an event or circumstances outside of our reasonable control (including but not limited to Act of God, flood, fire, earthquake, epidemic, pandemic (including Covid-19), governmental order, terrorist attack, war, strike or labour dispute); and the GSTC Partners shall not be liable for any of the following (whether direct or indirect): loss of profit, loss of use of data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings,

discount or rebate (whether actual or anticipated), or harm to reputation or loss of goodwill.

9.5 Except as expressly stated in these terms and conditions, and subject to clause 9.6, the GSTC Partner make no representation or warranty, express or implied, either in fact or by operation of law, statute, common law, or otherwise, and also disclaim any and all statutory warranties including warranties of merchantability and of fitness for a particular purpose. to the full extent permitted by law.

9.6 Notwithstanding any other provision of these terms and conditions, your and our liability shall not be limited in any way in respect of the following: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; any other losses which cannot be excluded or limited by applicable law; any losses caused by wilful misconduct.

9.7 If you submit any materials or items as part of your entry to the Challenge, this is at your own risk. Subject to Clause 8, we and the other GSTC Partners make no promises and have no obligations to keep safely, maintain, or return any materials or items submitted by you.

9.8 Nesta is not responsible to any of you, your team, or anyone else for the actions or statements of any other participant in the Challenge, and we have no obligation to mediate or arbitrate disputes between Challenge participants, including in relation to confidentiality and ownership of intellectual property. You understand that Challenge participants who are unable to resolve disputes between themselves may at Nesta's sole discretion be removed from the Challenge and their entries withdrawn.

10 General

10.1 You expressly acknowledge and agree that Intuitive and MIT are third party beneficiaries of the agreement formed by these terms and conditions, and that Intuitive and MIT shall each have the full right to sue upon and enforce these terms and conditions as if it were a party to this agreement. Except for the foregoing, these terms and conditions do not create any rights or benefits enforceable by any other third party.

10.2 Each of Nesta, Nesta's delivery partners, and the other GSTC Partners, shall not be in breach of these terms and conditions, and shall not be liable for any delay in performing, or failure to perform, any of its obligations pursuant to these terms and conditions, where such delay or failure results from events, circumstances, or causes beyond its reasonable control.

10.3 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between you (or your team, if applicable) and any GSTC Partner, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

10.4 We reserve the right to vary these terms and conditions at any time. Variations will take effect from the date they are posted on our website so please check regularly to see the current version.

10.5 If there is any reason to believe that you have breached these terms and conditions, each of Nesta and Intuitive may, at its sole discretion, exclude you from participating in the Challenge, withdraw your entry, and/or rescind or recover any award presented to you.

10.6 Nesta and Intuitive reserve the right to hold void, suspend, cancel, or amend the awards, or the Challenge where it becomes necessary to do so.

10.7 These terms and conditions shall be governed by and interpreted in accordance with the laws of England and Wales, and you hereby submit to the exclusive jurisdiction of the courts of England and Wales.

Addendum

According to our right as detailed by clause 1.6 of these terms and conditions, we are splitting the Grand Prize Award pot into a Grand Prize of \$700,000 and a Runner Up prize of \$300,000.

Nesta, a company limited by guarantee with number 7706036 and registered charity with charity number 1144091. Registered address: 58 Victoria Embankment, London, EC4Y 0DS.

END

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