

REGULATION “Sustainable Management of ICT Devices”

1. Introduction

This regulation (hereinafter, the “**Regulation**”) is issued within the framework of the Open Call entitled “Sustainable Management of ICT Devices” (hereinafter also referred to as the “**Initiative**”), an initiative promoted by Terna - Rete Elettrica Nazionale Società per Azioni (hereinafter, “**TERNA**”), aimed at fostering innovative solutions capable of enabling the sustainable management of decommissioned ICT devices, by promoting circular economy models through the recovery, reuse, and regeneration of assets, with the objective of reducing environmental impact and certifying the environmental benefits achieved.

Specifically, the Regulation sets out the requirements and procedures for carrying out a challenge aimed at identifying an innovative technology — having reached a Technology Readiness Level (TRL) between level 7 (Proof of Concept/Testing) and level 9 (Commercialized) — in order to maximize the valorization of decommissioned ICT devices in terms of circularity.

2. Challenge

TERNA intends to identify an innovative solution that enables::

- **Assess the environmental and economic potential of decommissioned ICT products and define an IT asset disposal strategy aligned with corporate objectives:**

The proposed solution must be capable of thoroughly assessing the environmental and economic potential of decommissioned ICT products, identifying options for their reuse, refurbishment, and recycling, in alignment with the Company's sustainability objectives. To this end, the solution shall analyze data provided by TERNA and produce specific reports aimed at highlighting the level of circularity. The objective is to convert decommissioned assets into valuable resources capable of generating value and reducing the overall environmental impact.

- **Preparatory activities for the sale or transfer of products:**

Where necessary, the solution shall carry out all preparatory activities required for the potential sale or transfer of decommissioned ICT products (i.e., testing with condition assessment, data erasure, packaging, etc.). With specific regard to the data erasure process, it is required that such erasure be performed securely and that its validity be duly certified.

- **Digitalization of the inventory:**

The solution must ensure visibility within a network of potential purchasers of decommissioned ICT products who will be responsible for their refurbishment or for the recovery of primary and secondary raw materials. The digitalization process must enable clear and transparent management of all relevant information.

- **Tracking and certification of transactions through platform and reporting system:**

The solution must provide a comprehensive tracking mechanism capable of monitoring the entire lifecycle of decommissioned ICT products up to their eventual sale or transfer. It shall also include a reporting system with metrics to quantify the environmental impact—such as the amount of CO₂e saved—thus offering a transparent and verifiable assessment of the circular economy benefits achieved.

3. General Condition:

3.1 The Participants shall be selected in accordance with the terms and procedures set forth in this Regulation.

3.2 Participation in the Initiative is free of charge.

3.3 The Initiative does not constitute a prize competition pursuant to Presidential Decree No. 430/2001 and subsequent amendments, as it expressly falls within the exclusion set forth in Article 6, paragraph 1, letter (a) of the same legal provision ("Contests and prize operations shall not be considered as such when they are organized for the production of literary, artistic, or scientific works, as well as for the submission of projects or studies in the commercial or industrial sectors, where the awarding of the prize to the author of the selected work constitutes consideration for the provision of a service or represents recognition of personal merit or a form of encouragement in the interest of the community").

4. Requirements, Conditions, and Terms of Participation

4.1 Participation in the Initiative is open to the following entities (the "**Participants**"):

4.1.1. Natural persons: individuals who have reached the age of 18, or "project teams" whose members have reached the age of 18.

4.1.2. Legal entities: in any corporate form, including SMEs and micro-enterprises (as defined in Recommendation No. 2003/361/EC of the European Commission dated 6 May 2003), as well as innovative start-ups (pursuant to the Growth Decree-Bis converted into Law No. 221 of 17 December 2012, and subsequent amendments), whose share capital is held by one or more legal entities or natural persons who have reached the age of 18.

4.2 Participants must submit project documentation demonstrating the innovativeness and the achieved Technology Readiness Level (TRL). Specifically, the projects submitted by the Participants must be based on solutions that have reached a TRL – Technology Readiness Level (as defined in the Annex of the Horizon 2020 Work Programme 2016-2017 of the European Commission) – between level 7 (Proof of Concept/Experimentation) and level 9 (Commercialized).

4.3 Only entities that meet the following criteria are eligible to participate:

- are the exclusive holders of the intellectual and/or industrial property rights related to the proposed innovative solution; or
- hold all necessary authorizations, permits, and/or licenses, however named, exclusively for the territory of Italy, required for the use and/or development of the proposed innovative solution according to the terms, conditions, and methods set forth in these Regulations, including any activities related to experimentation and/or Proof of Concept, and, where necessary for this purpose, the use of such innovative solution by TERNA and/or other companies within the TERNA group.

4.4 By participating in this Initiative, the Participants fully and unconditionally agree to comply with the rules set forth in these Regulations and further agree that such rules shall apply in their entirety to all relations between the parties.

4.5 The Regulations shall become effective as of the date of their publication on the website "<https://ternaideas.terna.it/>", namely **July 25, 2025**, and shall remain in effect until the conclusion of the second phase or until the Final Date, as defined below, subject to any amendments published on the same website.

4.6 Proposals for participation in the Initiative must be submitted through access to the dedicated competition website: <https://ternaideas.terna.it/>.

4.7 The provisions set forth in Articles 7 (“Warranties and Indemnity of Participants”), 8 (“Limitation of Liability”), 9 (“Intellectual Property”), 10 (“Personal Data Processing”), 11 (“General Conditions”), 12 (“Accuracy, Correctness, Truthfulness, and Completeness of Information”), and 13 (“Applicable Law and Jurisdiction”) shall survive the expiration and/or termination of this Regulation for any reason for an additional period of two (2) years from such date.

5. Conduct of the Initiative

The Initiative is structured in the following phases:

5.1 First phase: Selection of Participants

Under penalty of inadmissibility, Participants must submit their proposals for participation in the Initiative in accordance with the terms and conditions set forth below:

5.1.1. Deadline: 11:59 PM on **August 20, 2025**

5.1.2. Method: via access to the dedicated competition website <https://ternaideas.terna.it/> and in compliance with the procedure described therein.

5.1.3. The proposed innovative solution must be uploaded to the platform by completing the designated application form and must be accompanied by the following documentation:

- a) Project: to be prepared in PowerPoint format and a descriptive document in PDF format detailing the solution, business model, market potential, team, competitive landscape, product development roadmap, and the main economic rationale of the project. As specified in paragraph 4.2, the project documentation must also demonstrate the innovativeness and the achieved Technology Readiness Level (TRL) (extracted from the information contained in the business plan, if available – the **“Project”**).

5.1.4. The participation request must be completed in Italian or, alternatively, in English exclusively for foreign Participants.

Upon expiration of the participation deadline, TERNÀ shall, at its sole discretion and full autonomy, proceed with a preliminary selection, following which up to a maximum of 10 Projects (**“Finalists”**) will be identified, excluding in any case those that:

- i. are submitted by Participants lacking the requirements set forth in paragraphs 4.1, 4.2, and 4.3, or who have not complied with the terms and conditions set forth in paragraph 5.1;
- ii. are accompanied by insufficient and/or inadequate documentation (by way of example: total or partial absence, lack of clarity, and/or illegibility of the minimum required material necessary to participate in the Initiative);
- iii. concern proposals that are “out of scope,” i.e., proposals not aligned with the objective of this Initiative;
- iv. are inconsistent (by way of example, the proposed subject is evidently unfeasible or hardly feasible);
- v. present proposals with TRL < 7 and are not original (e.g., relating to ideas already implemented or lacking innovation);

During this phase, which shall conclude by September 22, 2025, TERNÀ reserves the right, at its discretion, to request additional documentation from Participants, if deemed appropriate, in order to conduct a more comprehensive evaluation of the Project.

5.2. Second phase: In-depth evaluation

Following the conclusion of the selection phase, the date of which will be published at <https://ternaideas.terna.it/>, representatives of the Finalists may be invited to participate in the “In-depth Evaluation” phase. The “In-depth Evaluation” phase will involve a committee composed of representatives of TERNA and any stakeholders that TERNA reserves the right to appoint (hereinafter, the “**Committee**”).

5.2.1 The Committee shall evaluate the submitted Projects independently and at its sole discretion, according to the evaluation criteria outlined below. By way of example and without limitation, the evaluation criteria guiding the Committee in assessing the Project are:

- i. Quality of the Team
- ii. Business Opportunity
- iii. Possibility of integration with TERNA's processes
- iv. Scalability of the solution
- v. Level of innovation proposed
- vi. Consistency and robustness of the proposed solution
- vii. Effectiveness of the presentation

The outcome of the evaluation will be communicated to all Finalists in the days following (“Final Date”), according to timelines and methods that may be communicated during the **In-depth Evaluation phase**.

6. Subsequent Developments

Should Projects meeting the criteria set forth in paragraph 5.2.1 emerge during the In-depth Evaluation phase, TERNA, at its sole discretion and full autonomy, may select some of them for the purpose of testing the proposed solutions through Proofs of Concept funded by TERNA, with timing and financial value to be estimated based on the definition of the objectives to be achieved.

It is understood that, if the selected Projects fall within the scope of TERNA's institutional activities, the awarding of the related procurement contract shall be subject to verification of the existence, on the part of the interested party, of the general requirements referred to in Articles 94 and following of Legislative Decree No. 36/2023.

If the Finalist(s) selected for the Proof of Concept phase is/are natural persons or project teams composed of natural persons, they undertake to establish themselves as a legal entity (company) within fifteen (15) days from the selection of the Projects following the In-depth Evaluation phase, or from the Final Date.

7. Warranties and Indemnity of Participants

7.1 By submitting a participation proposal to the Initiative pursuant to the procedure set forth in Article 5.1, each Participant represents and warrants that the Project:

7.1.1. Does not infringe any intellectual and/or industrial property rights of third parties, including, but not limited to, patents, trade secrets, rights arising from licenses, rights related to personal data protection, moral rights, or any other rights deserving protection.

7.1.2. Does not contain any trademarks, logos, or other elements protected by third-party industrial and/or intellectual property rights.

7.1.3. Is not subject to any contract with third parties.

7.1.4. Does not contain any defamatory content, offensive statements, disparaging remarks, or any other content that could damage the name, honor, or reputation of TERNA or any other person or company.

7.1.5. Does not contain any pornographic or sexual content, nor any discriminatory content of any kind (including, specifically, discrimination based on race, sex, sexual orientation, religion, and/or political beliefs of individuals or groups), nor content promoting violence or harm towards any living being, or any other offensive, obscene, or inappropriate material.

7.1.6. Does not contain any threats or content intended to intimidate, harass, or violate the privacy of any natural person.

7.1.7. Is not in violation of the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), Legislative Decree No. 196/2003, Legislative Decree No. 101/2018 and subsequent amendments, as well as any other applicable data protection legislation in Italy, including measures issued by the Italian Data Protection Authority (Garante per la protezione dei dati personali).

7.2 The Participants expressly declare, for themselves and their successors, to fully and individually indemnify and hold harmless TERNA and its stakeholders from and against any claims, demands for compensation, or damage claims made by any third party arising from a breach of any of the provisions set forth in this Article.

8. Limitation of Liability

TERNA shall not be held liable in any way for any malfunctions and/or technical anomalies, whether hardware or software-related, network connection interruptions, failed, incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, misdirected, or intercepted user registrations, as well as registrations of Participants that, for any reason, are not received by TERNA or are received late, or for electronic or other communications that are delayed or failed. Furthermore, TERNA assumes no responsibility for any other technical issues connected with and/or related to the registration and upload of content within the scope of this Initiative. Accordingly, Participants shall have no claim for compensation or damages, on any grounds whatsoever, against TERNA in relation to the above-mentioned circumstances. TERNA shall also be held harmless from any liability for damages to property and/or persons that may be caused, directly or indirectly, by the Participants or by any third parties engaged by them (hereinafter, "external assistants") during the performance of one or more phases of the Initiative.

9. Intellectual Property

9.1. Each Participant assumes full responsibility for protecting the inventive and/or original aspects of their Project by means and methods they deem most appropriate. The intellectual property regime applicable to any new product developments resulting from the Project and/or any subsequent *Proof of Concept* phases shall be governed separately under any future agreements entered into between TERNA and the relevant Finalist(s).

9.2. Without prejudice to the foregoing, by submitting the participation request, the Participant authorizes TERNA to:

- 9.2.1 Use the Participant's name, company name, image, as well as the name, image, and identifying marks of the Project for promotional and advertising purposes.
- 9.2.2 Publicly disclose the participation of the Finalists in the Initiative, as well as the Finalists selected for the potential subsequent *Proof of Concept* phase, on any website owned by TERNA or on third-party websites authorized by TERNA..
- 9.2.3 Share with third parties—who may be interested in investing in or otherwise supporting the development, commercialization, or economic exploitation of the Project—the information referred to in paragraphs 9.2.1 and 9.2.2.

The Participants expressly declare, for themselves and their successors, to fully indemnify and hold TERNA harmless from any claims, demands for compensation, or damage requests brought by any party for breach of any provision contained in this Article.

10. Personal Data Processing

- 10.1 TERNA shall process personal data in compliance with the applicable data protection legislation and in accordance with the methods and terms set out in the Privacy Notice provided during the registration process on the platform.

11. General Conditions

- 11.1. TERNA reserves the right to revoke, modify, or suspend, in whole or in part and at any time, the Initiative, as well as any of its contents, aspects, or selection criteria, and to select a number of Finalists lower than originally anticipated, at its sole discretion, subject to notice published on the official website dedicated to the Initiative.
- 11.2. TERNA, at its sole discretion, also reserves the right to exclude from the Initiative any Participant who: a) attempts to tamper with the registration process or the operation of the Initiative; b) acts in violation of these Regulations; c) behaves inappropriately, unsportingly, or in a manner contrary to the fair and proper conduct of the Initiative. Under no circumstances shall the submission of a participation request and/or Project, nor the selection or awarding of the Initiative, be construed as an offer or commitment by TERNA to enter into an employment contract with the Participants. In no case shall the Initiative or these Regulations be interpreted as a public offer within the meaning of Article 1336 of the Italian Civil Code.
- 11.3. TERNA reserves the right to amend these Regulations, at its sole discretion, also in consideration of how the Initiative unfolds.

12. Accuracy, Correctness, Truthfulness, and Completeness of Information

- 12.1 Participants declare and warrant that all information, data, and, more generally, any other material provided to TERNA during the application phase and/or at any other stage of the Initiative is accurate, correct, truthful, and complete. Participants therefore assume full and exclusive responsibility for any breach of the foregoing declaration.

13. Applicable Law and Jurisdiction

The law applicable to these Regulations is Italian law. Any dispute that may arise in relation to these Regulations, including disputes concerning their validity, interpretation, execution, termination, or performance, shall fall under the exclusive jurisdiction of the Court of Rome, with the exclusion of any other concurrent jurisdiction.