

## REQUEST FOR PROPOSAL (RFP)

**Date:** 16/09/2024

**Program:** I'MNOVATION x WHT 2024

Dear Candidate,

ACCIONA<sup>1</sup> is pleased to invite you (the **Candidate**) to submit a solution to ACCIONA's Western Harbour Tunnel I'MNOVATION challenge(s), detailed at [www.imnovation.acciona.com](http://www.imnovation.acciona.com) (the **Proposal**).

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### PROJECT AND PROGRAM OVERVIEW

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The Project which underpins these I'MNOVATION challenges is the Western Harbour Tunnel Project – Stage 2.

Western Harbour Tunnel is Sydney's third harbour crossing. ACCIONA has been awarded Stage 2 of the Project, which involves the design and construction of the northern section of the tunnel. Works include connections from Stage 1 at Cove Street, Birchgrove, to the Warringah Freeway near North Sydney, tunnelling underneath Sydney Harbour and complete tunnel fit out.

The Project will change the way people travel across Sydney Harbour by improving capacity and providing new direct routes and reliability on both sides of the harbour.

ACCIONA is seeking organisations who can:

- contribute to the holistic recovery and future resilience of the marine environment, ensuring that both natural ecosystems and cultural heritage are preserved and enhanced for future generations; and
- support the enhancement and automation of tunnel inspection processes through digital technologies such as AI, LiDAR scans, and virtual reality to improve safety and increase quality and productivity.

The Program will consist of the following phases:

No.	Phase	Brief Description
1.	Submission of Proposal	Candidates will submit their Proposals in response to the advertised challenges.
2.	Proposal Evaluation	ACCIONA will review all entries and shortlist candidates. Candidates may, at ACCIONA's discretion, be invited to attend interviews to discuss their Proposals or to resolve any technical queries that ACCIONA may have.  Shortlisted entrants will be invited to Selection Day.
3.	Selection Day	All shortlisted candidates will pitch their Proposals to members of ACCIONA including innovation team members and subject matter experts ( <b>SMEs</b> ) across business units.  One candidate per challenge ( <b>Chosen Company</b> ) shall be chosen by ACCIONA to progress to Solution Co-Development.

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<sup>1</sup> 'ACCIONA' means Acciona Geotech Group Services Pty Ltd ACN 159 005 491 and its subsidiaries (as defined in the *Corporations Act 2001* (Cth)).

4.	Solution Development Co-	Each Chosen Company will refine its goals and project plans in partnership with ACCIONA. Each Chosen Company will sign a Participation Agreement <sup>2</sup> with ACCIONA and begin co-development and Piloting <sup>3</sup> of their challenge solutions. A first round of funding will be paid to Chosen Companies in accordance with the terms of the Participation Agreement.
5.	Mid-Term Review	After the first three months of Solution Co-Development, each Chosen Company will present its progress to ACCIONA (including members of the innovation team, SMEs and relevant business units). ACCIONA will determine whether the trial continues to the next stage. A second round of funding will be paid to those Chosen Companies who are selected to proceed with the next stage of the trial, in accordance with the terms of the Participation Agreement.
6.	Demo Day	After the six-month Solution Co-Development period, each Chosen Company will present on their progress to ACCIONA, detailing the results, benefits, and next steps.
7.	Subscription Agreement and Shareholders' Agreement	Dependent on the results of the Solution Co-Development phase and Demo Day presentation, ACCIONA may, in its discretion, choose to enter into a Subscription Agreement <sup>4</sup> and Shareholders' Agreement <sup>5</sup> with the Chosen Company or consider other options to support the Chosen Company to scale the solution further.

**CANDIDATE PRE-REQUISITES**

ACCIONA is looking to collaborate with incorporated companies, ideally but not necessarily established less than seven years ago, that are either:

- startup companies with a Minimum Viable Product<sup>6</sup> of the proposed solution to the challenge;
- spin offs of knowledge agents with a new development in technologies relating to the ACCIONA businesses with market potential; or
- scale ups that have a proven solution in the market, which must be adapted to the circumstances of the challenge.

Additionally, Candidates must meet all the following requirements:

- the Candidate must be a natural person or a company capable of entering into the Participation Agreement;
- the Candidate must be represented by a natural person, ideally the Candidate’s CEO or equivalent, who will be the principal point of contact for the Candidate;
- the promoters of the Proposal must not have been convicted for any indictable offences; and
- the Candidate must not be concurrently participating in an alternative program with characteristics similar to those of the Program.

<sup>2</sup> ‘Participation Agreement’ means the agreement between a Chosen Company and ACCIONA which governs how the Solution Co-Development, Mid-Term Review and Demo Day phases operate. The Heads of Agreement at Annexure A to this RFI will form the basis of the Participation Agreement.

<sup>3</sup> ‘Pilot’ means the tests carried out during the Solution Co-Development phase between a Chosen Company and ACCIONA.

<sup>4</sup> ‘Subscription Agreement’ means an agreement whereby ACCIONA subscribes for ordinary shares in a Chosen Company following Demo Day.

<sup>5</sup> ‘Shareholders’ Agreement’ means an agreement which governs the relationship between shareholders of the Chosen Company.

<sup>6</sup> ‘Minimum Viable Product’ means a solution with the minimum number of possible functions so that its impact on the market prior to the submission of the Proposal can be measured.

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## FORM OF PROPOSAL

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The Candidate's Proposal must be submitted to the I'MNOVATION portal (**Portal**), which can be accessed at <https://open.imnovation.com/login>.

Instructions on what the Proposal must contain, which form the Proposal must take, and when the Proposal must be submitted, is set out on the Portal, under the 'Challenges' tab.

As part of its submission, the Candidate will be asked to:

- provide business information including but not limited to:
  - year of foundation;
  - the business's target market;
  - business model;
  - value proposition;
  - team details;
  - contact details;
- respond to questions related to the Proposal, including:
  - How would you solve the challenge?
  - Why is your team best placed to solve this challenge?
  - Why is your proposed solution better than other alternatives?
  - What do you expect from your participation in the I'MNOVATION program?
- submit a Proposal that:
  - describes the Candidate's proposed solution;
  - outlines the current level of development of the proposed solution;
  - outlines the value proposition of the solution;
  - demonstrates the uniqueness and main differentiating features of the proposed solution;
  - explains the main barriers for the deployment of the solution;
  - outlines what support ACCIONA is required to provide in order to successfully pilot the solution e.g. infrastructure needs, data availability, etc.

Only one application per candidate per challenge will be accepted. In the event that the Candidate submits multiple Proposals to the same challenge, only the last Proposal to be submitted will be evaluated. This does not restrict the Candidate's ability to submit Proposals to numerous challenges on the Portal.

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## CRITERIA FOR EVALUATING PROPOSALS

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Applications will be evaluated according to the following criteria:

- **Solution:** Capability of the Proposal to solve the challenge posed by ACCIONA. How much better the Proposal is when compared to traditional or other alternatives.
- **Uniqueness:** Differential value of the proposed technological solution and application of disruptive technologies.
- **Progress:** Speed to market, customer feedback, funding, commitments, and maturity of the Proposal to the challenge and opportunity to co-develop the value proposition.
- **Scalability:** Market opportunity, technical feasibility (technological or regulatory limitations), replicability, and scalability limitations.
- **Team:** Capability and capacity of the startup team, diversity of profiles, degree and dedication and commitment of the founding team.

- **Strategic Alignment:** Contribution of the Proposal to the achievement of ACCIONA’s sustainability goals, the Sustainable Development Goals<sup>7</sup> and the decarbonisation of the economy.

No information will be provided on the individual evaluation of each Proposal submitted. ACCIONA’s decision on any aspect of the selection process will be final and not subject to appeal.

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## RFP CONDITIONS

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1. By submitting a Proposal, the Candidate confirms that it is compliant with the conditions of this RFP.
2. ACCIONA reserves the right to reject any Proposal at its absolute discretion, and the Candidate has no claim against ACCIONA arising out of or in any way connected with this RFP.
3. ACCIONA’s privacy policy is available at <https://open.imnovation.com/privacy-policy> (**Privacy Policy**). ACCIONA may update the Privacy Policy from time to time without notice to the Candidate. Any changes to the Privacy Policy will be published on ACCIONA’s website. By participating in this RFP, the Candidate acknowledges and agrees that it has read and understood the Privacy Policy and agrees to be bound by its provisions.
4. The Candidate authorises ACCIONA to invite the media to cover any activity carried out during the Program. In addition, if the Candidate is selected as a Chosen Company, the Candidate authorises ACCIONA to disclose and publish a summary of the Pilot, and use the images and name of the Candidate, on any form of media.
5. Any challenge is subject to modification by ACCIONA at any time. Modification shall not prejudice those Proposals that have been submitted prior to the modification of a challenge. For the avoidance of doubt, Proposals shall remain valid provided they comply with all the published requirements at the time of submission.
6. ACCIONA may, at its absolute discretion, declare that no candidate has progressed to the next phase of the Program.
7. ACCIONA reserves the right to cancel the Program at any time.
8. Successful candidates will enter into a Participation Agreement on terms and conditions based on the Heads of Agreement set out at Annexure A to this RFP. A Candidate will not be deemed to have progressed to Solution Co-Development unless and until a Participation Agreement has been executed by the Candidate and ACCIONA.
9. In submitting a Proposal, the Candidate acknowledges and agrees that:
  - a. the data provided by the Candidate in relation to this RFP is true and correct;
  - b. ACCIONA has the right to refuse to accept or remove from the Program, without prior notice, all Candidates who, in its opinion, act fraudulently, abusively, or contrary to the spirit of the Program, laws, third-party rights and/or good faith. ACCIONA may also remove any Candidate or related person whose actions may be damaging to ACCIONA’s reputation;
  - c. none of the foregoing shall entitle any entrant or potential entrant to any right or claim whatsoever for loss, damages or expenses.
  - d. it is legally incorporated and not subject to any current or anticipated claims, disputes, litigation, arbitration or administration/liquidation proceedings;
  - e. it is and will at all times during this RFP process be compliant with its financial and taxation obligations.

For any queries related to the Program or the submission of applications for admission, please contact ACCIONA at: [innovation@acciona.com](mailto:innovation@acciona.com)

ACCIONA looks forward to receiving the Candidate’s Proposal.

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<sup>7</sup> ‘Sustainable Development Goals’ means the United Nations Sustainable Development Goals, available at <https://sdgs.un.org/goals>

## Annexure A – Heads of Agreement

<b>Heads of Agreement</b> <b>I'MNOVATION 2024 Program</b> <b>Participation Agreement</b>		
1.	<b>Dated</b>	
2.	<b>Parties</b>	ACCIONA Geotech Group Services Pty Ltd (ACN 159 005 491) ( <b>ACCIONA</b> ) and [#Insert Participant name] ACN [#Insert] (the <b>Participant</b> )
3.	<b>Program</b>	I'MNOVATION 2024
4.	<b>Project</b>	Western Harbour Tunnel Project Stage 2
5.	<b>Form of Agreement</b>	The Participation Agreement will be based on this Heads of Agreement
6.	<b>ACCIONA co-development contribution</b>	<p>ACCIONA will pay the Participant a maximum of \$75,000 AUD inclusive of GST per Pilot for collaboration and co-development costs, to be broken down as follows:</p> <ul style="list-style-type: none"> <li>• \$50,000 AUD to be paid after signing the Participation Agreement;</li> <li>• \$25,000 AUD to be paid after the Mid-Term Evaluation (subject to the Candidate having successfully passed the Mid-Term Evaluation).</li> </ul>
7.	<b>ACCIONA investment</b>	<p>The parties will agree a pre-money valuation of the Participant prior to ACCIONA's co-development contribution.</p> <p>No later than 3 months following completion of the Pilot and after analysing the results, ACCIONA has the option to acquire up to 10% in equity in the start-up at the agreed valuation.</p>
8.	<b>Intellectual Property</b>	<p>All industrial and/or intellectual property rights created and held by the Participant prior to the Program or developed independently of the Program (<b>Background Intellectual Property</b>) will remain with the Participant.</p> <p>Any enhancements, adaptations, changes, modifications or developments (<b>Enhancements</b>) to Background Intellectual Property, and any new industrial and/or intellectual property developed exclusively by the Participant during the course of the Program (<b>Participant's Developed Intellectual Property</b>) shall vest in the Participant. The Participant grants ACCIONA an irrevocable, non-exclusive, world-wide, perpetual, transferable, sub-licensable, royalty free licence to use the Participant's Developed Intellectual Property for any purpose connected with the Program.</p> <p>Any Enhancements to Background Intellectual Property or new industrial and/or intellectual property developed jointly by the Participant and ACCIONA during the course of the Program (<b>Co-Developed Intellectual Property</b>) shall vest in ACCIONA. ACCIONA grants the Participant an irrevocable, non-exclusive, world-wide, perpetual, transferable, sub-licensable, royalty free licence to use the Co-Developed Intellectual Property for any purpose connected with the Program.</p>

	<p>The Participant agrees to hold ACCIONA harmless against any claims by third parties for damages arising from any of the Pilots presented or the use made of them by ACCIONA in the event of infringement of intellectual or industrial property rights, unfair competition, or any other applicable legislation. ACCIONA assumes no liability whatsoever, either directly or indirectly, with respect to any type of controversy, dispute and/or litigation as may arise from the publication, disclosure and/or dissemination of the Pilots through the Program without the required consent of their legitimate owners. Furthermore, ACCIONA assumes no liability whatsoever for any breach of any regulation or any infringement of third-party rights by the Participant in the context of their participation in the Program, the Participant undertaking to hold ACCIONA harmless in such case.</p>
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