

CaixaImpulse 2019
Call for proposals
Rules for participation



"la Caixa" Foundation

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0. Preamble

Throughout history, scientific research has provided many answers to issues and problems encountered by people and society. Now, more than ever, science is a key factor in both human progress and in collective competitiveness and well-being.

The "la Caixa" Banking Foundation, in its commitment to contribute to the progress of people and society, has a main line of action that supports research in life and health sciences and the transfer of the knowledge created, the aim being to apply such directly to society. Currently, the "la Caixa" Banking Foundation is a leader in supporting cutting-edge research programmes driven by international centres of reference in the areas of Life and Health Sciences, in research fields including AIDS, cancer, heart disease and infectious illnesses, Alzheimer's, multiple sclerosis and child diabetes, and has contributed to the creation of scientific knowledge with a high social impact. Similarly, the foundation promotes the application of the new paradigm of Responsible Research and Innovation in its scientific programmes (see www.rri-tools.eu for more information), meaning that all stakeholders work together throughout the entire research and innovation process with the aim of aligning the work and the results with society's values, needs, and expectations.

With the CaixaImpulse Programme, the "la Caixa" Banking Foundation aims to develop a point of reference programme for Southern Europe by integrating their research support activity, market knowledge and ability to drive the future development of businesses, the objective being to generate a favourable environment for adding value to scientific knowledge created by research and innovation centres and to contribute to its transfer to the market. More specifically, the CaixaImpulse Programme aims to support university and research projects that seek to transfer a protected or protectable asset resulting from research and innovation, and, whether by means of a spin-off, a transfer agreement, or any other suitable option, to exploit and commercialise assets that require the validation and development of their value generation proposal. This edition of the CaixaImpulse Programme focuses on the areas of Life, Medical and Health Sciences, the ultimate goal being to gradually include other sector specialities in subsequent editions.

The projects selected will be provided with a grant so that they can define and implement actions for the development of their asset's Valorisation proposal.

In addition to this grant, participating projects will benefit from a programme to help them develop and assess their Valorisation and Commercialisation/Business plans (the latter only applying to projects to be developed through the setting up or incorporation of a new legal entity or spin-off), which includes training, mentoring activities, expert advice, and networking activities with industry, investors, and other relevant contacts (the "Programme").

Those interested in participating in the Programme must submit their application in accordance with the requirements established in these rules for participation (the "**Rules for Participation**").

The CaixaImpulse Programme is developed with the collaboration of Caixa Capital Risc, the venture capital arm of CriteriaCaixa that invests in innovative companies in their early stages

and supports their growth through different specialized vehicles in Healthcare/Life sciences, TIME and Industrial Technology. In addition to the investment activity, the company has been involved in the creation and development of the CaixaImpulse programme and other initiatives to support entrepreneurs and business creation.

The CaixaImpulse Programme is also supported by EIT-Health. EIT-Health is a consortium of companies, universities, and research centres committed to promote innovation in Europe in the fields of biomedicine and health. EIT-Health funds new projects or activities that add value to projects already established with the aim of promoting healthy living and active ageing.

1. CaixaImpulse Programme

- 1.1. CaixaImpulse is a programme for promoting the creation of services, products, or businesses in the area of Life, Medical, and Health Sciences.
- 1.2. The CaixaImpulse Programme aims to drive the transformation of scientific knowledge into services, products, or businesses that create value in society, reducing existing barriers and facilitating access to markets, contacts, and key knowledge.
- 1.3. The CaixaImpulse Programme is promoted by the "la Caixa" Banking Foundation (hereinafter "FBLC") .
- 1.4. The CaixaImpulse Programme is aimed at projects from university and/or research centres (the "Centres"), led by university graduates, professors, doctors, and research teams, that wish to transfer a protected or protectable asset resulting from scientific research and/or innovation activities (the "Assets"), whether by means of a spin-off, a transfer agreement, or any other suitable option, to exploit and commercialise the assets (as explained in more detail below) and that require the validation and development of their value generation proposal (the "Project").
- 1.5. The Programme offers a support service providing training, mentoring and expert advice, as well as networking activities with companies within the sector, investors, entrepreneurs and talent, in order to promote the development of a Valorisation plan, a Commercialisation/Business plan, create cooperation and business opportunities, and enable the Assets to access the market. More specifically, the support offered by the CaixaImpulse Programme includes:
 - a. A grant for the implementation of approved Valorisation Plans (hereinafter, the "Valorisation Grant")¹.
 - b. Support from leading industry mentors to define the best possible Valorisation and Commercialisation/Business PlansContact with businesses, entrepreneurs, and investors for monitoring the Valorisation and Commercialisation/Business

¹Detailed information can be found under Chapter 4

Plans, as well as creating collaboration and business opportunities.

- c. Specialist training and expert monitoring in the fields of project management, technology valorisation, license agreement negotiation, business creation, and funding.

1.6. Valorisation Plan and Commercialisation/Business Plan

- a. Valorisation and Commercialisation/Business Plans are the backbone of the Programme, aimed at creating and retaining the value of the Assets.
- b. With regards to the Valorisation Plan, activities during the first part of the Programme will focus on its definition and optimisation, while the focus will be on its implementation during the second part.
- c. With regards to the Commercialisation/Business Plan, this will be developed during the second part of the Programme with the aim of defining the business and marketing strategy in line with the Assets.
- d. In order to develop these plans, in addition to the Valorisation Grant, participants will also benefit from Programme resources such as training, mentoring, expert advice, and events that facilitate networking.

1.7. The Programme will be conducted in English.

1.8. The CaixaImpulse Programme will be developed mainly in Barcelona from July 2019 to March 2021 (specific dates to be confirmed). Participants will receive 23 days of face-to-face activities in which they will be given around 150 hours of specialist training and workshops. The implementation of the value development actions referred to in Clause 4.9 and included in the approved Valorisation Plans can be carried out up to 15 months after the Valorisation Agreement (as this term is defined in Clause 4.7) is entered into.

2. Purpose of the call for proposals

- 2.1. The purpose of this call for proposals is to drive Valorisation Plans for Assets resulting from scientific research and their transfer to the market, whether through a company (spin-off) or through a transfer agreement or other formulas, which will require the validation and development of their value.
- 2.2. More specifically, the Programme will support 25 Projects from the areas of Life, Medical, and Health Sciences proposed by the Centres, based on Assets, i.e., on one or more protected or protectable assets resulting from scientific research and/or innovation activities.

Within the area of Life, Medical, and Health Sciences, Projects from the following fields will

²Detailed information regarding the accompaniment activities (Mentoring, Expert Directory, Training, and Networking) can be found under the "General Annex" Chapter 3.

be considered:

- a. Life Sciences: Biomathematics, Cell biology, Human biology, Biochemistry and Molecular biology, Human physiology, Genetics, Immunology, Microbiology and Neurosciences.
- b. Medical and Health Sciences: Clinical sciences, Epidemiology, Forensic medicine, Occupational medicine, Internal medicine, Nutritional sciences, Pathology, Pharmacodynamics, Pharmacology, Preventive medicine, Psychiatry, Public health, Surgery and Toxicology.

3. Programme beneficiaries

- 3.1. We understand the Beneficiary of the Programme to be the non-profit legal entity based in any EU country that owns the Assets resulting from the scientific research and/or innovation activities (the "Beneficiary"). Specifically, this includes universities and university foundations, research and transfer centres, technology centres, hospitals and hospital foundations, and non-profit organisations whose main activity is research and are located and/or registered in the EU.
- 3.2. The following Projects are not eligible for this call for proposals:
 - a) Projects involving for-profit entities (for the sake of clarity, both the Beneficiaries and, if applicable, the entities in consortia must be non-profit organizations).
 - b) Projects related to and/or involving Assets co-owned by for-profit organizations.
 - c) Projects that evaluate the efficacy or safety of products, therapies, medical devices or diagnostic systems of for-profit organizations.
- 3.3. In all cases (individual Projects and Project in consortia / Assets owned by a single entity or co-owned) an acceptance letter signed by the Beneficiary (and also by all stakeholders involved in the case of co-owned Assets or Projects in consortia), must be included within the application stating that the Beneficiary and all stakeholders (including co-owners of the Assets, if any) agree with these Rules for Participation and the appointment of the Beneficiary of the Programme as the representative (the "Acceptance Letter").
- 3.4. Legal entities from all EU member states can be part of the consortia, as long as the consortium is led by only one legal entity (the Beneficiary of the Programme) that owns or co-owns the asset. The Beneficiary will be awarded a grant for the Project, which will be managed according to the conditions established within these Rules for Participation.
- 3.5. The Beneficiary will appoint two individuals in charge of developing the Valorisation

and Commercialisation/Business Plans, who will be able to attend the Programme (the “Participants”):

- a. The researcher or leader of the Project (the “**Project Leader**”).

We understand the Project Leader to be the individual (university graduate, professor or doctor) who leads the Valorisation Project and the transfer of the Assets to the market, although he/she may or may not be the researcher or leader of the research project.

The Project Leader must be dedicated mainly to the Project and may also be supported by a team, in which case, for procedural purposes, the team will not be considered a Beneficiary of the Programme.

The Project Leader must attend at least 80% of the Programme activities³. By exception, whenever the Project Leader is unable to attend due to his/her professional tasks, the Project Leader may be represented by a deputy leader. However, replacements by deputy leaders shall not exceed 20% of the total number of mandatory events.

- b. A representative from the Beneficiary (the “**Transfer Team Representative**”).

We understand the Transfer Team Representative as an individual who is part of the Beneficiary’s transfer office who is directly involved in the Project.

It is highly recommended that the Transfer Team Representative attend the Programme’s activities, although this is not mandatory.

4. Valorisation Grants

4.1. Beneficiaries of the Programme may receive a Valorisation Grant for the implementation of the approved Valorisation Plan.

4.2. The amount of the grant to be requested is between €50,000 and €100,000:

- A €50,000 grant should be requested when the application is submitted.
- An extra grant between €20,000 and €50,000 can be requested and approved after reviewing the Valorisation Plan during the first half of the Programme. The extra grant will be approved by the CaixaImpulse Executive Committee (as this term is defined in Section 4.6 below) based on clear justification of the need of this increase and mentor feedback.

³An attendance of around 150 hours (23 days) is expected. This time includes training, expert advice, and mentorship, but does not include the time needed to develop the different deliverables and execution of the Valorisation Plan.

- An extra allowance⁴ will be provided as a single payment to the Project Leader, based upon the region of origin of the institution, to cover for the travel and accommodation expenses derived from the attendance to the Programme activities (Training, mentoring and Forum). This allowance will be separate from the granted grant.
- 4.3. The funds pertaining to the Valorisation Grant will be transferred to the Beneficiary. In the case of a Project in consortia, the Beneficiary will receive and distribute the project funding among the other consortium members as specified in the valorisation agreement. The Beneficiary will be responsible for justifying the expenses incurred by all consortium members that execute the Valorisation Plan.
 - 4.4. The Valorisation Grant must be used solely, exclusively, and completely for the payment of those concepts for which it has been approved.
 - 4.5. In order to obtain the Valorisation Grant, Participants will present their Valorisation Plan to a panel of individuals (the "Panel") that will analyse and assess the quality of the Valorisation Plan, the course of action for Valorisation, as well as the cost estimates. The Panel will convene on the 4th month of the Programme. Up to this time, participants will have had the opportunity to review and improve their original plans with the help of the resources made available by the Programme: mentoring, training, and expert advice.
 - 4.6. The CaixaImpulse Executive Committee is a commission formed by representatives of FBLC and experts invited. The CaixaImpulse Executive Committee will be responsible for (i) approving the amounts pertaining to the Valorisation Grants and their allocation, (ii) approving the Valorisation Plans. A Valorisation Grant may be approved for an amount lower than the amount initially requested in cases in which a Valorisation Plan includes: non-eligible concepts within the budget, overestimated or non-credible budgets or poorly developed or unfocused plans and (iii) approving an extra grant to those projects with the highest potential to reach the commercialisation stage.
 - 4.7. The Valorisation agreement is a document to be signed by and between the Beneficiary and FBLC to set forth, among other things, the parties' rights and obligations relating to the receipt of the Valorisation Grant as well as the rules and regulations applicable to the Assets (the "**Valorisation Agreement**"). The Valorisation Agreement will be signed before the end of 2019.
 - 4.8. Payment of the Valorisation Grant funds is conditional on (i) the approval of the Valorisation Plan by the CaixaImpulse Executive Committee and (ii) the execution of the Valorisation Agreement. If the Valorisation Agreement is not ultimately entered

⁴Max. 5.000€ for Spanish institutions outside Catalonia
Max. 7.000€ for institutions outside Spain.

into, the Participants may continue to be enrolled in the Programme, but the Beneficiary will lose rights to receive the Valorisation Grant. For those Projects lacking an IP application at the time of submitting the application to the call for proposal, the costs and expenses relating to such application may be included within the Valorisation Plan for use during the Programme.

- 4.9.** Concepts that may be covered by the Valorisation Grant, which should be included in the Valorisation Plan, are those related to value development actions for the Assets, which must be implemented from the date the Valorisation Agreement is entered into and up to fifteen months after that date. More specifically:
- a) Expenses for the outsourcing of services for the preparation or improvement of the Valorisation strategy and the development of business and market viability studies; the development of value generation proposals, business models, or marketing and business plans; protection of the Assets by means of any of the legally available forms for their protection in any jurisdiction; scientific experiments, etc. By exception, and when clearly justified, the recruitment of non-research personnel will be accepted rather than the outsourcing of services.
 - b) Expenses for research personnel (grants and contracts) which are directly related to the Valorisation actions for the Assets, proof of concept, experiments and actions included in the Valorisation Plan.
 - c) Expenses for consumables and materials for experiments or tests.
 - d) The following concepts are explicitly excluded:
 - e) New contracts, of any kind, for personnel who work on other stages of the Project (such as Technology Transfer personnel) other than the Assets Valorisation, or those not included in the Valorisation Plan.
 - f) Allowances.
 - g) Overhead expenses for the institution where the research is carried out.
 - h) Costs that have already been covered by the institution where the research is carried out, or by other sources, such as private or public grants and aid.
- 4.10.** Payments will be made in various instalments, in accordance with the payment plan defined in the Valorisation Agreement for each Project.
- 4.11.** The Valorisation Plan must include, among other things, the type and/or options in which to exploit the Assets, which may refer to, but not limited to, one or more of the following:
- a) the assignment, transfer or licence to third parties, of the Assets or of the

commercialisation rights over one or more of the Products (hereinafter, either of those agreements with third parties may be referred to as "Licences" for the purposes of these Rules for Participation). For these purposes, "Product/s" shall mean any product/s and/or services resulting from a direct or indirect execution of the Valorisation Plan and/or otherwise resulting from an exploitation of the Assets as well as any intellectual/industrial property rights that could result therefrom

- b) the setting up or incorporation of a larger legal entity owner, assignor or licensor of the Assets or of the Commercialisation rights of one or more Products or transfer of any of such rights to an already existing company or companies (the "Company").
- c) Any other suitable option chosen by the Beneficiary and/or any co-owner of the Assets (if applicable) to exploit and commercialise the Assets, including, but not limited to, the commercialisation of any Products, whether by means of sale of goods, provisioning of services, or otherwise.

4.12. The receipt of the Valorisation Grant and the support Programme implies granting certain economic and political rights⁵ over the Assets to FBLC and CCR that will be reinvested in future editions and beneficiaries of the Programme or in similar programmes.

4.13. The Valorisation Grant shall be reimbursed to FBLC, in accordance with the following:

- a. If the exploitation of the Assets is fulfilled through **Licences**, the corresponding agreements must include, where appropriate, the right (but not the obligation) of FBLC to receive the following amounts until the total amount of the Valorisation Grant has been reached, which will be reinvested in future editions and beneficiaries of the Programme or in similar programmes:
 - i. an amount equal to 1% of the annual net revenues resulting from the total or partial assignment, transfer, or licence of the Assets or the Product/s to third parties, including, but not limited to, (a) the receipt of payment of the price, of advance payments or of any other concepts for the transfer, total or partial assignment, or licence of the Assets or the Product/s; or (b) the achievement of objectives, thresholds, or milestones by third-party licensees of the Assets or the Product(s); plus
 - ii. a royalty equal to 0.5% of the annual net revenues resulting from the Commercialisation of the Product(s), i.e., after deducting (a) production and manufacturing costs; (b) costs of Commercialisation, promotion, marketing, distribution, import, export, transport and sales; and (c) discounts, compensations, bonus, duties, insurance policies, and indirect taxes (the "**Net Sales**").

⁵ Detailed information can be found under the "General Annex" Chapter 4.

- b. If the exploitation of the Assets is to be carried out by means of the establishment and/or incorporation of a **legal entity** (the “**Company**”), the public incorporation and/or corporate documents must include, where appropriate, the right (but not the obligation) of:
 - i. FBLC to receive a royalty equal to 0.5% of the annual Net Sales of the Company until the total amount of the Valorisation Grant has been reached which will be reinvested in future editions and beneficiaries of the Programme.
 - c. If the exploitation of the Assets is to be carried out by means of the direct exploitation of the Assets by the Beneficiary (and/or the co-owner of the Assets), including, but not limited to, the commercialisation of any Products, whether by means of sale of goods, provisioning of services, or otherwise, FBLC shall have the right (but not the obligation) to receive a royalty equal to 1% of the annual Net Sales resulting from that exploitation of the Company until the total amount of the Valorisation Grant has been reached, which will be reinvested in future editions and beneficiaries of the Programme.
 - d. Should the exploitation of the Assets be carried out through means not foreseen in the aforementioned paragraphs, all parties involved will make their best efforts to agree on an equivalent form of reimbursement.
 - e. The Beneficiary shall ensure that any individual or legal person acquiring any rights over the Assets or, where appropriate, the Company or the Product, are previously aware of, and expressly accept, FBLC and CCR’s rights referred to above and, consequently, adhere to the obligations derived from these Rules for Participation.
 - f. The reimbursement of the Valorisation Grant must be carried out, in any case, by the owner of the Assets if and when FBLC chooses to exercise the aforementioned rights to reimbursements. If there are several owners of the Assets, all of them will be jointly and severally obligated to return the Valorisation Grant to “FBLC.
 - g. However, the obligation to return the Valorisation Grant will not apply when the owners of the Assets can prove, to the entire satisfaction of FBLC, the impossibility and/or inability to exploit the Assets due to circumstances beyond their control during the period of protection of the rights over the Assets.
- 4.14.** If the exploitation of the Assets is to be carried out by means of the establishment and/or incorporation of a legal entity, the public incorporation and/or corporate documents must include, where appropriate, the right (but not the obligation) of:
- i. CCR (or another company within the Criteria Group or by FBLC itself) to exercise the right to subscribe, at nominal value, a percentage of up to 1% of the economic and political rights of the Company at the time the Assets are transferred.

The Beneficiary shall ensure that any individual or legal person acquiring any rights

over the Assets or, where appropriate, the Company or the Product, are first aware of, and expressly accept, FBLC and CCR's rights referred to above and, consequently, adhere to the obligations derived from these Rules for Participation.

- 4.15. After executing the Valorisation Plan, and within a maximum term of 15 months from the signing of the Valorisation Agreement, the presentation of a Final Explanatory Report will be required (the "**Final Explanatory Report**"). The Beneficiary and the Project Leader must provide FBLC with the Final Explanatory Report. The Final Explanatory Report shall give evidence of compliance with the development and execution of the Valorisation Plan and will include the following:
- a. The results from the Valorisation Plan.
 - b. Economic justification made up of expense accounts and invoices.
- 4.16. For cases where the justified expenses contained in the Final Explanatory Report are less than the Valorisation Grant provided, the difference will be reimbursed to FBLC.

5. Participation requirements

The following requirements must be met:

5.1. Requirements of the Beneficiary of a Valorisation Grant:

- a. Non-profit legal entity registered in the EU.
- b. Type of entity: universities and university foundations research and transfer centres, technology centres, hospitals and hospital foundations, and non-profit institutions whose main activity is research.
- c. Owner or co-owner of the Assets resulting from the research and subject of the Valorisation Plan.
- d. A single Beneficiary may complete more than one application provided that they are associated to different Assets resulting from different research projects.
- e. Established companies are explicitly excluded.
- f. Projects and Assets falling into the circumstances set forth in clauses 3.2 and 3.6 are also explicitly excluded.

5.2. Requirements of the Project Leader:

- a. Legal person with post-secondary school qualifications (university graduate, professor or doctor)

- b. Being exclusively or mainly dedicated to the Valorisation Project, according to FBLC's criteria, for the business idea or transfer to market is required. The Project Leader may be involved in more than one application but cannot be involved as Project Leader in more than one.
- c. The Project Leader may or may not be the leader of the research Project that generated the Assets.
- d. He or she must be connected to the Beneficiary either by statute or employment.

5.3. Requirements of the Projects:

- a. Aimed at the Valorisation and commercialisation of the Assets resulting from the research.
- b. Belong to the areas of Life, Medical, and Health Sciences, specifically in the fields given in Section 2 of these Rules for Participation.
- c. May or may not have a patent or utility model or other IP (intellectual/industrial) registration pending. Should the IP registration be sought at a later stage, the protection of the Assets may be included in the Valorisation Plan and budget, and in that case the patent, utility model, or IP right to be registered must be applied for within the 15-month term granted to implement the value development actions of the Valorisation Plan.

5.4. Acceptance of these Rules for Participation: Participating in the Programme and execution of the Acceptance Letter entails the full acceptance of these Rules for Participation, their interpretation lying within the corresponding jury during each stage of the Programme.

5.5. Failure to meet deadlines or procedures established in these Rules for Participation will mean the disqualification of the participants from the Programme.

6. Publication of the call for proposals and presentation of applications

6.1. The call for proposals for the Programme and related information will be published on the Programme's website: www.CaixaImpulse.com

6.2. The period for the presentation of applications is from 4th February to 18th March 2019 at 12 am. FBLC reserves the right to change the closing date.

6.3. Applications must be submitted in English by completing the online application form available on the Programme's website (www.CaixaImpulse.com) and providing the required documentation.

- 6.4. Applications that are in other languages, incomplete, presented on paper or via any other channel, or received outside of the established period will not be accepted.

7. Selection criteria

For the selection of participating Projects, the following will be evaluated:

7.1. The Quality of the Science and the Asset (up to 25 points out of 100):

- a. Level of innovation
- b. Intellectual property protection
- c. Level of development

7.2. The Market potential of the Assets (up to 26 points out of 100):

- a. Identification of the need or problem to be solved
- b. Value proposition
- c. Identification of potential users, clients, or markets
- d. Time-to-market

7.3. The Valorisation Project (up to 15 points out of 100)

- a. Correct identification, structure, and focus of actions to be carried out in the Valorisation proposal, costing, and scheduling
- b. Definition of objectives

7.4. The Transfer and Implementation capacity (up to 20 points out of 100)

- a. Profile of the Project Leader and level of technological knowledge
- b. Motivation and commitment of the Project Leader
- c. Existence of a support team and complementarity of the members

7.5. The Social and responsible innovation potential (up to 14 points out of 100)

- a. Benefits created in society and direct social application of the Assets and level of contribution to improving the quality of life of citizens, social progress, and human development
- b. Research and innovation detected and driven based on society's needs. Mechanisms of participation and involvement of the different social stakeholders involved in the Project
- c. Assessment of the ethical, social, legal, and environmental implications.

Detailed information regarding the selection process can be found on the Programme's

website (www.CaixaImpulse.com) and under Section 2 of the "General Annex" to these Rules for Participation.

General Annex

1. Application requirements

The application must include:

- a. Details of the requesting organisation (Beneficiary)
- b. General information regarding the Project and the Assets (protection status, time-to-market, TRL)
- c. Details of the Project Leader, the Transfer Team Representative, and the team.
- d. Description of the Valorisation Project: objectives, Valorisation actions developed to date and the results; estimate of Valorisation actions necessary and guide cost; related regulatory aspects; transfer expectations; ethical, social, legal, and environmental implications, etc.
- e. Results: description of the need or problem to be solved; description of the innovative or differentiating component with regards to existing solutions; beneficiaries and potential clients
- f. Initial identification and involvement of the different social agents

1.1 In addition to the application form, the following documentation must be presented (unless indicated otherwise below):

- a. If there is any patent, utility model, or any other IP right registration (either registered or pending), proof of registration (if registered), or of application (if pending)
- b. Valorisation Plan (if available)
- c. Project leader's CV (mandatory) (maximum 1 page)
- d. Transfer Team Representative's CV (mandatory) (maximum 1 page)
- e. Other Project team members' CVs (mandatory, if any) (maximum 1 page)
- f. The most significant related documents and studies (maximum 1 page)
- g. Letters of support or recommendation, if available
- h. Prototypes (maximum 1 page)
- i. 5 most important scientific publications (recommended)
- j. Certification of data validation (available on the application)
- k. Certificate from the Spanish Tax Agency vouching that the applicant centre has fulfilled its obligations with regard to taxation, valid at the moment of

presentation of the Project.

Non-Spanish entities must present a Declaration from a representative of the entity assuring that the applicant is in compliance with its local tax obligations.

- l. Social Security certificate, in force on the date of presentation of the application. Certificate from the Spanish Social Security vouching that the applicant centre has fulfilled its obligations with regards to employment, valid at the moment of presentation of the application.

Non-Spanish entities must present a Declaration from a representative of the entity assuring that the applicant is in compliance with its local employment obligations.

- m. Copy of the power of attorney certifying the capacity of the representative to act on behalf of the Beneficiary (or the equivalent documentation according to the legal regime applying to the entity). Duly signed Acceptance Letter
- n. In case of projects in Consortia, the requested Grant to the "la Caixa" Foundation must specify the distribution of the Grant among the members of the Consortium.

FBLC reserves the right to ask the applicant for a translation of the documentation into English if in any case it is required.

2. Selection of applications

- 2.1. The selection of Projects will be carried out based on the transfer potential of the Assets and their impact on society. The selection criteria are described in the previous section.
- 2.2. An **Evaluation Committee** made up of representatives from FBLC is responsible for, among other things, ensuring the correct development of the selection process and its quality; resolving any questions as to the eligibility of applications and the application of these Rules for Participation; selecting the expert evaluators who will externally rate the applications and assigning them the applications; short-listing the centres to be put forward to the Panel, and resolving conflicts of interests that may arise during the process.
- 2.3. **Verification of eligibility.** Once the application period has closed, the Projects will be reviewed to ensure that these Rules for Participation have been complied with. Applications that do not comply with these Rules for Participation will be eliminated from the selection process.
- 2.4. **Initial evaluation (*Peer Review*).** Applications that pass the verification of eligibility are classified into groups according to the areas of business and science given by the applicant in the application and then sent to independent evaluators. Each

application is evaluated externally by two independent evaluators, who rate it based on standardised evaluation tables.

- 2.5. **Short-list.** Based on the best scores obtained, the Evaluation Committee will short-list around 35 projects that will continue on to the next stage.
- 2.6. **Interviews (Panel).** The Panel is formed by experts in the areas of science, business, and financing. None of the members of the Panel may have participated in the initial evaluation stage.

The short-listed Projects are interviewed by the Panel to clarify any aspects regarding the application and to assess the commitment of the Project Leader. The interviews will be performed based on a guide, in which the members of the Panel will note their assessments regarding the points determined for evaluation.

Attending the interview is essential for remaining in the selection process.

- 2.7. **Deliberation and final selection.** The final selection of participating Projects in the Programme will be made by an executive board, which will choose, from the Panel-interviewed applications, the final list of selected projects. The results will then be published.
- 2.8. All communication regarding the selection process will be done by email to the contact address given on the application form. The Promoters will not be held responsible for communication problems resulting from errors in the given email addresses.

3. Training, Mentoring and Expert Advice Programmes

- 3.1. The Beneficiaries will be provided with a Programme Manual, which includes all of the activities offered as well as the calendar, which shall detail all of the activities and events (either mandatory and voluntary) offered under the mentoring programme: Training, Mentoring, and Expert Advice (the “**Mentoring Programme**”) and the expert advice programme (the “**Expert Advice Programme**”), stating the dates, place, and a brief description of the type, content, and objectives of each event (the “**Activities and Events Calendar**”).
- 3.2. The Beneficiaries will be notified of any changes in the Activities and Events Calendar at least 5 business days in advance.
- 3.3. Description and/or duties of the Mentoring Programme:
- 3.4. The Project Leader shall make their best efforts to attend the maximum number of events scheduled in the Activities and Events Calendar and to attend the mandatory

events of the Activities and Events Calendar. By exception, whenever the Project Leader is unable to attend due to his/her professional tasks, the Project Leader may be represented by a deputy leader, whose personal details shall be provided to FBLC by the Project Leader prior to the event. However, replacements by deputy leaders shall not exceed 20% of the total number of mandatory events.

3.5. Description and/or duties of the Mentoring and the Expert Advice Programme's:

a. Mentoring Programme:

- i. The Project Leader shall participate in a 21-hour mentoring programme. The Project Leader will be assigned a mentor in charge of advising in the definition and optimisation process of the Valorisation and Commercialisation/Business Plans as well as, where appropriate, the development of the Valorisation and Commercialisation/Business Plans, which will be actively monitored and supervised throughout the Programme.
- ii. The Mentoring Programme is considered a mandatory activity to be completed by (a) attending individual and/or group meetings to be held by and between the Project Leader and the mentor, (b) attending training sessions and/or events, or (c) holding meetings freely scheduled by the mentor and the Project Leader pursuant to existing needs.
- iii. Failure to attend to the meetings shall entail a loss of hours that shall not be recoverable unless the Project Leader (a) notifies FBLC in writing, at least 10 business days in advance, regarding the inability to attend, and (b) the mentor is capable of rescheduling the meeting.

3.6. Expert Advice Programme:

- i. The Expert Advice Programme offers an expert advisors directory in different fields of knowledge from both public and private organisations in order to assist participants in specific queries that will emerge while developing and executing their Valorisation and Commercialisation/business Plans. The Expert Advice Programme is guided by experts in different areas of specialisation, who will advise the Project Leader and provide support in defining, optimising, and developing the Project and the Valorisation and Commercialisation/Business Plans.
- ii. The Expert Advice Programme Directory is an optional tool made available to the Project Leader, with a maximum of 12 hours of expert advice with 3 hours per expert.
- iii. To utilise the Expert Advice Programme, the Project Leader shall notify FBLC stating the specific field, among those available in the Programme, for which he/she requires advice. FBLC will contact the expert and, as soon as possible after his/her acceptance of the request, shall arrange the meeting with the Project Leader.

- iv. The meetings may be held in person, via video conference or by any other means allowing a multi-directional interconnection between the Project Leader and the expert.
- 3.7. CCR experts will support the mentors and participants regarding business & investment issues.
- 3.8. For the purposes of monitoring the use by the Beneficiaries of the resources made available by the Programme, as well as to obtain the Project Leader's opinion and assessment, FBLC will (i) organise at least 3 mandatory follow-up meetings with the Beneficiaries, and (ii) send online questionnaires at the end of each weekly activity, which the Project Leader shall complete within 2 business days of reception.

4. Intellectual property rights. Conservation and maintenance of the Assets.

Under no circumstances may this call for proposals be interpreted as the assignment or transfer of any industrial and/or intellectual property rights held by the beneficiaries prior to the implementation of the Projects or of any other industrial and/or intellectual property rights created during the implementation of the Project.

Notwithstanding the above, as stated in these Rules for Participation, the award of the Valorisation Grant may entail the granting of certain rights over the Assets in favour of the Promoters. Therefore, at the time of application to this Programme and at least until the award of the Valorisation Grant, all intellectual/industrial property rights over the Assets shall be owned by the Beneficiary and, where appropriate, the co-owner(s), without prejudice to any rights that may be awarded to FBLC and/or CCR in accordance with these Rules for Participation.

In addition, the Beneficiary and, where appropriate, the co-owner(s) of the Assets (or, if appropriate, the licensor of the Assets) will make their best efforts to conserve and maintain the Assets by taking on the following actions:

- (a) Monitor the registration process, as well as keep and maintain the rights protecting the Assets within the necessary or recommended national territory and before any official institution.
- (b) Undertake the defense and protection of the rights protecting the Assets:
 - i. if there is a breach or alleged breach of the rights protecting the Assets by third parties; and/or
 - ii. when a third party has filed a claim for an alleged breach of a prior right.
- (c) If there is a breach or alleged breach of the rights protecting the Assets by a

third party (the “Third Party Breach”):

- i. to immediately inform the other parties of such Third Party Breach, identifying the known facts as well as the details of the individual or legal person that has committed said Third Party Breach;
 - ii. to request and subsequently deliver to FBLC, in due time and form, the relevant reports on the viability and appropriateness of carrying out any legal actions, notices, legal proceedings, and/or any procedures that are applicable in the relevant jurisdiction in order to defend its interests; and
 - iii. to take on, as the case may be, the organisation and management of the proceedings and disburse any applicable costs and fees within the exercise of its rights.
- (d) If a third party initiates a proceeding as a result of a breach or alleged breach of its prior rights (the “Third Party Claim”):
- i. to immediately inform the other parties of such Third Party Claim, attaching a copy of the Third Party Claim and identifying any other known facts, as long as the first half of the term required to provide the relevant answer has not elapsed;
 - ii. to request and subsequently deliver to FBLC, in due time and form, relevant reports on the viability and appropriateness of the legal actions to be taken in the relevant jurisdiction in order to defend its interests; and
 - iii. to take on, as the case may be, the organisation and management of the proceedings and disburse any applicable costs and fees within the exercise of its rights for the defense against the Third Party Claim.

5. Participation Obligations, infringements, and liability

5.1. The following obligations must be met within the framework of the Programme:

Among other obligations set forth in other clauses of these Rules for Participation, the Beneficiary will be obligated to:

- a. Sign the Valorisation Agreement.
- b. Refrain from entering into any agreements and/or undertaking any exploitations of the Assets and/or taking any other actions or inactions, which may hinder or prevent the compliance with this Rules for Participation by the Beneficiary, the Co-Owner(s) of the Assets (if applicable), and their successors and assignees,

including, but not limited to, any actions or inactions which would be incompatible with honouring FBLC's reimbursement rights and CCR/FBLC's participation rights.

- c. Keep the FBLC informed about any exploitation of the Assets and provide the Promoters with any information and documentation needed so as to enable FBLC to exercise its reimbursement rights and/or monitor the reimbursement, including, but not limited to, a copy of the agreements (license, transfer, assignments agreements, etc) entered into with third parties and any accounting and supporting documents which may be reasonably requested by the Promoter for the aforementioned purpose (e.g., account books, details on royalties or other payments made by assignees, transferees, or licenses, turnover and net sales information, etc.).
- d. Keep FBLC informed in case the exploitation of the Assets is to be carried out by a Company and provide FBLC with any information and documentation needed so as to enable CCR (or FBLC) to exercise its rights to subscribe, at nominal value, a percentage of up to 1% of the economic and political rights of the Company and FBLC, its right to receive a royalty of the Annual Net Sales of the Company, as set forth in these Rules for Participation.
- e. For a period of 5 years after the date when the Final Explanatory Report is due, keep and make available to FBLC all original documentation which may be required to justify the expenses incurred.
- f. Comply with all obligations and duties pursuant to these Rules for Participation.
- g. Use the entire amounts of the Valorisation Grant to execute the Valorisation Plan, always in accordance with these Rules for Participation.
- h. Manage the Valorisation Grant with the diligence of a respectable businessperson, monitor the task carried out by the Project Leader and his/her team, and inform FBLC on the progress and results achieved by the Project.
- i. Respect and comply with the expenses justification submitted within the execution of the Valorisation Plan.
- j. Comply with the internal regulations of the Beneficiary and with these Rules for Participation.
- k. Assume the social and ethical implications of the Project in accordance with the research personnel's ethical code, also taking into account the gender issue.
- l. Indicate the support received from the Programme through materials, publications, and dissemination activities developed within the framework of the Project.
- m. Prepare the required periodic reports on the development of the Project with regards to the approved Valorisation Plan (progress reports).

- n. After the execution of the Valorisation Plan, deliver the Final Explanatory Report to the Promoters.
- o. Provide any information that FBLC may require in order to promote, publish, and/or divulge the Programme, in particular those transactions that, as result of their nature, may be subject to coverage by the media, and consequently give coverage to the Beneficiaries' results and/or the results achieved by any of its participants, e.g.: research and development activities, marketing, transaction and turnover results, securing investments, whether through their own resources (share capital or reserves) or transfer of shares, participations, securities, or rights to purchase and subscribe shares, participations, or securities, etc. However, the information provided shall be treated as confidential information upon express request of the Beneficiary.

The Project Leader will be obligated to:

- a. Respect and comply with all obligations and duties pursuant to these Rules for Participation.
- b. Attend at least 80% of the mandatory events scheduled in the Mentoring and Expert Advice Programmes.
- c. Use the entire amount of the Valorisation Grant to execute the Valorisation Plan, always in accordance with these Rules for Participation.

FBLC will be obliged to:

- a. Provide the Beneficiary with the amount corresponding to the Valorisation Grant in accordance with these Rules for Participation.
- b. Assist the Beneficiary and the Project Leader by providing them with the information and documentation related to the Programme that they may reasonably need to execute the Valorisation Plan.

5.2. Representations and Warranties

From the Beneficiary

The Beneficiary represents and warrants that it is an entity that has been incorporated and lawfully exists in accordance with the laws of Spain (or their country in case of non-Spanish entities) and is duly authorised to apply for this Programme and carry out the obligations set out in these Rules for Participation.

From the Beneficiary and the Project Leader

The Beneficiary and the Project Leader represent and warrant that these Rules for Participation: (i) are a legal and valid obligation which bind them and are enforceable in all of its terms and conditions. (ii) its application, execution, and compliance does not contravene any contract, documents, or agreements, verbal or written, to which they are party or to which they are bound, nor does it infringe upon any laws or

regulations of any courts, governmental or administrative entities, or any other body that has jurisdiction over them.

5.3. Breach of these Rules for Participation

In the event of a remediable breach by the Beneficiary and/or the Project Leader of the obligations and/or representations and warranties contained in these Rules for Participation, FBLC shall notify the breaching party, requesting that the latter correct the infringement within a maximum period of 30 days following the receipt of such notification.

If after the aforementioned 30-day period no remedy has been provided, the FBLC will be entitled to choose between demanding forced compliance or terminating these Rules for Participation, having the right, in both cases, to claim for the corresponding compensation for the damages caused by the infringement.

Notwithstanding the foregoing, if FBLC determines that the Beneficiary has not used the Valorisation Grant in accordance with the specified purposes contemplated in these Rules for Participation, the Beneficiary must return 100% of the Valorisation Grant, without any penalty being applicable. Likewise, if the expenses justification submitted within the framework of the Valorisation Plan is less than the amount of the Valorisation Grant received, the Beneficiary will be obligated to return the difference between both amounts.

5.4. Liability

The Beneficiary and the Project Leader will, jointly and severally and with the limit of the Valorisation Grant, hold FBLC and CCR harmless in relation to any costs, damages, and/or expenses (including reasonable legal fees) that could result from the breach or defective compliance of their obligations under these Rules for Participation.

Notwithstanding the above, the Beneficiary will be solely responsible before the Project Leader and FBLC and CCR for any costs, damages, and/or expenses (including reasonable attorneys' fees) resulting from the breach of the Beneficiary's obligation to use the amounts of the Valorisation Grant received for the execution of the Valorisation Plan.

6. Duration of these Rules for Participation

The rights and obligations set out in these Rules for Participation shall: (i) start on the date the Beneficiary accepts and adheres to these Rules for Participation, which shall be formalised through the execution of the Acceptance Letter (the "**Effective Date**"); and (ii) automatically terminate once any of the following events occur:

- a. Mutual written agreement by the parties.
- b. Failure to comply with the duties regarding conservancy and maintenance of the

Assets set out in Section 4 of these Annexes to the Rules for Participation.

- c. Reimbursement of the Valorisation Grant to FBLC.
- d. Sufficient evidence, to the entire satisfaction of FBLC, of the following:
 - i. failure to implement the value development actions of the Valorisation Plan within the 15-month term granted to that end, unless such failure is attributable to the Beneficiary, in which case Sections 5.3 and 5.4 of these Annexes to the Rules for Participation shall apply; and/or
 - ii. failure to implement the Valorisation Plan, including, without limitation, the exploitation of the Assets, unless such failure is attributable to the Beneficiary, in which case Sections 5.3 and 5.4 of these Annexes to the Rules for Participation shall apply.

Without prejudice to the above, the following sections shall be valid for 25 years following the termination of the Rules for Participation: Section 4 (Intellectual property rights. Conservation and maintenance of the Assets), Section 7 (Confidentiality and Data Protection), Section 8 (Publicity about participation on the Programme) and Section 9 (Miscellaneous).

7. Confidentiality and data protection

Confidentiality

- 7.1. The confidentiality of the applications presented is guaranteed throughout the entire process. In any case, the general characteristics of the applications may be disseminated and, in due course, the name of accepted Projects (and logo, if applicable), a brief description, the Beneficiary and its logo, the name of the Project Leader and his/her photo, may be published through, without limitation, press releases, emails, brochures, and websites to communicate information about the CaixaImpulse Programme.

The information content and the results of the Project, as well as any other information and documentation exchanged within the framework (including information and documentation regarding other Project participants) of the Programme shall be considered confidential information (the “**Confidential Information**”).

- 7.2. The Promoters, the Beneficiary, and the Project Leader, as well as any other person attending the activities, shall undertake, unless prior authorisation in writing is received from the other parties, to:
- a. keep the Confidential Information strictly confidential and not to disclose it to

- any Third Parties;
 - b. not use the Confidential Information for any purpose other than the development of the Project;
 - c. restrict access to the Confidential Information exclusively to those employees, collaborators, and/or professional advisers that, under the obligation of confidentiality, need to access the Confidential Information strictly for the development of the Project; and
 - d. return the Confidential Information without keeping any copies or summaries when the Programme is terminated.
- 7.3.** The confidentiality obligations described in Section 7.2 above shall not be applied to the Confidential Information if:
- a. the information is in the public domain before or at the moment in which it is received or obtained, and it is in the public domain by no fault or negligence of the receiving party;
 - b. the information is obtained without being subject to any confidentiality obligation; and
 - c. the disclosure of the information is required by law or judicial order, in which case said disclosure request must be previously notified, in advance, to the other party, so that the latter can implement the actions it considers necessary to prevent or limit the disclosure.
- 7.4.** The obligations and commitments set out here in Section 7 shall extend to information to which the Parties have had access as a result of their participation in the activities and events carried out within the framework of the Programme, including, but not limited to, the activities and events, both mandatory and voluntary, offered under the Mentoring and Expert Advice Programmes.

Data protection

- 7.5.** The applicants authorize FBLC (and to the extent applicable, CCR) to access, use and share the information of the Projects submitted to the call, including any and all documents referred to therein, whether submitted at the time of the application or at a later stage, for the purposes of this call for proposals and to the extent necessary, including, but not limited to, the evaluation, selection and monitoring of the Projects. The applicants warrant to FBLC and CCR that such information and documentation can be shared and used for these purposes. With regard to the identifying and/or professional information of natural persons linked to the Projects (including the Project Leader, other team members and representatives), the applicant organizations, when submitting the Proposals, warrant having informed those persons on the information indicated in 7.6 below and, where applicable,

having obtained the necessary consent of those persons for their inclusion in the applications submitted to this call. Any and all personal data collected within the framework of this call (including the ones submitted in the applications) will be processed for the purpose of managing the participation of the applicant organizations in it, being the basis of such processing the performance of the resulting relationship, and such data will be stored until the end of the applicable statutory limitation periods.

- 7.6. Personal data will only be communicated if needed to comply with legal obligations. FBLC hires service providers located outside the European Economic Space, with all guarantees required by applicable regulations. The data subjects can ask for more information and/or exercise their rights of access, rectification, erasure, restriction, portability and objection before the Data Protection Officer of the "la Caixa" Banking Foundation at the post address Avinguda Diagonal 621 - 629, 08028 Barcelona, or at the e-mail address dpd@fundacionlacaixa.org. (when the user wants to exercise such rights before FBLC), or at CCR, in Barcelona, Avda. Diagonal, 621, Torre II, 7th floor (when the user wants to exercise such rights before CCR).

Data subjects are also entitled to lodge a complaint before the Spanish Data Protection Agency.

8. Publicity about participation on the Programme

FBLC and/or CCR may disclose the results of the participant's Project where relevant, in international, national, and/or regional media considered to be the most suitable and on all those platforms where examples of excellence and good practice in the area of innovation are required. For this purpose, the general characteristics of the applications may be disseminated and, in due course, the name of the accepted Project, a brief description, the Beneficiary, and the name of the Project Leader, may be published through, without limitation, press releases, emails, brochures, and websites. To avoid any doubts, FBLC and CCR will not be required in any case to pay any compensation to participants for the dissemination and publication of their Project's results.

The Project Leader and the Beneficiary must, in due course, provide FBLC with information regarding communication and dissemination actions, materials, events, and activities that they develop in relation to the Project during their participation in the Programme, so that they may be duly notified and/or represented and can request changes and/or approval of brands and logotypes.

These actions, materials, events, and activities must use the FBLC, and CaixaImpulse

logotypes and mention, in a relevant place, that it is a project “promoted by FBLC”.

For those projects selected in this edition due to the financial support by the EIT-Health, all communication materials should also contain the logo of EIT-health and the following mention on the footer:

“This activity has received funding from the European Institute of Innovation and Technology (EIT). This body of the European Union receives support from the European Union’s Horizon 2020 research and innovation programme”.

Regarding the social network, the correct citation for tweets is @FundlaCaixa or @CaixaCiencia

Specifically, for any scientific papers that are published as a result of participation in the Programme, the following must be stated: *“The research leading to these results has received funding and support from the “la Caixa” Banking Foundation” under the code xxxx*”. FBLC will provide the specific code reference for each project.

9. Miscellaneous

9.1. Assignment:

The Beneficiary may not assign, subrogate, or delegate, totally or partially, the rights derived from the Programme without the prior written consent of the Promoters.

9.2. Business ethics:

The Beneficiary and the Project Leader shall be responsible for ensuring strict compliance with the regulations that are applicable to the activities carried out while developing the Project, undertaking to expressly indemnify and hold FBLC and CCR harmless in the event of a claim.

In the fulfilment of its obligations by virtue of these Rules for Participation, the Beneficiary, including their employees and representatives, and the Project Leader shall carry out their activity in accordance with business ethics principles and in accordance with all laws applicable in Spain, in particular, with anti-corruption regulations issued in Spain (Criminal Code), the European Union, the OECD, and the European Council, and which may be applied to said activities.

9.3. Applicable Law and Jurisdiction:

These Rules for Participation shall be governed by the Laws of Spain.

Any dispute arises in relation to the interpretation or execution of these Rules for Participation will be submitted to the Courts of Barcelona, the Beneficiary and the Project Leader renouncing their rights to their jurisdiction.

10. Acceptance of conditions

Participation in the Programme and the execution of the Acceptance Letter entails the full acceptance of these Rules for Participation and the adherence to all terms and conditions included herein, their interpretation lying within the corresponding jury during each stage of the Programme.

Failure to meet deadlines or procedures established in these Rules for Participation will mean the disqualification of the participants from the Programme.

In collaboration with:



With the support of:

