

The Collider Awards

Participation rules for the “Call for scientific projects for The Collider 2020”

1. ORGANISER

“The Collider” (hereinafter the “**Programme**” or “**The Collider**”) is a programme sponsored by the Fundació Barcelona Mobile World Capital Foundation (hereinafter “**MWCapital**”), registered address calle Roc Boronat, 117 3^a planta, 08018 Barcelona, and Corporate Tax Code (CIF) G-65760431.

Notwithstanding the foregoing, MWCapital has assigned comprehensive management of the Programme to its subsidiary Barcelona Mobile Ventures, S.L. (hereinafter “**mVenturesBcn**”), registered address Pl. Pau Vila 1, planta 2C, Edificio Palau de Mar, 08039 Barcelona.

Consequently, mVenturesBcn shall be the organiser of this call for all purposes.

2. SUBJECT-MATTER OF THE CALL

As part of its call for scientific projects, MWCapital sponsors “The Collider Awards” to acknowledge researchers affiliated with research centres, including universities and technology centres in Spain, who as a result of their research have obtained results which may be commercially exploited and meet the challenges of the industry proposed by The Collider 2020. Specifically, the purpose is to attract and afford public recognition to the best scientific projects in research in order to take part in The Collider 2020.

The Collider programme seeks to connect scientific talent with entrepreneurial talent in order to set up highly innovative science-based companies (or spinoffs) which turn the results of scientific research at universities and research centres into marketable products or services.

3. ELIGIBILITY FOR THE CALL

The call is open to people associated with research groups at the national level who meet the following conditions:

1. They are over 18 years of age and students on masters, doctorate, PhD or Post Doc programmes or researchers associated with a research group at universities or research or technological centres;
2. They have demonstrable experience and expertise in technologies of interest to The Collider programme (Artificial Intelligence, Internet of Things, Virtual Reality, 3D modelling, medical devices, industrial hardware, robotics, materials, Blockchain and 5G);

3. They have express authorisation to participate in this call both from the head of the research group and also from the relevant body at the research institution (e.g. innovation and transfer unit, management of the institution, Board of Trustees, etc.); and
4. They undertake to actively participate in the forthcoming edition of The Collider 2020 programme as specified in section **¡Error! No se encuentra el origen de la referencia..**

The whole research group participating in this call is to appoint a representative who will be responsible for completing registration as specified in section **¡Error! No se encuentra el origen de la referencia.** of these rules.

4. PHASES OF THE COLLIDER 2020 PROGRAMME

The projects chosen as part of The Collider Awards will participate in the forthcoming edition of the programme which will be run over three phases:

- **Phase 1:** Technological validation of the scientific project with the market and setting up teams (approx. September 2020 - December 2020)

This phase consists of the technological validation of the project by reviewing the competitive advantage afforded by the technology, its technology readiness level (TRL), the status of the intellectual property protection strategy, the identification of similar existing technological solutions, and the determination of potential use cases and industries where the technology may be applied accompanied by preliminary market sizing. This phase will be conducted by the scientific participants supported by the innovation and transfer unit at their institution together with a mentor provided by the Programme. It will end with the delivery of a report and a presentation of the project to an evaluation committee which will determine the competitive advantage and degree of transferability to the market afforded by each scientific project to decide whether it will continue in the Programme.

During this phase, multidisciplinary teams will be set up for projects where the evaluation committee's assessment is positive. These teams will include business entrepreneur profiles and will be validated with the institution and the research group.

- **Phase 2:** Identification and validation of the business opportunity and specification of the action plan (approx. January 2021 - March 2021)

In this phase, the mixed teams consisting of researchers and business entrepreneurs set up during Phase 1 will identify and validate the business opportunity and map out an action plan to transfer the technology to the market. During this phase, the teams will work together with the programme's mentoring services and various corporations in selecting the best industry use case and business model to bring the technology to market. Additionally, the teams will have to obtain at least two (2) letters of intent

from relevant industry stakeholders to conduct pilot tests during Phase 3 and validate the minimum viable product (MVP).

This phase ends with the public presentation of the project to a committee of experts and investors which will decide whether to continue with the project and subsequently incorporate it as a company.

- **Phase 3:** Establishment and start-up of the companies in the “Venture Builder” process (approx. April 2021 - June 2021)

This phase is aimed at developing the minimum viable product (MVP) and conducting pilot tests in an industrial setting. The pilot tests are designed to validate the market potential of the technological solutions, pivot the technological solution if need be and get the first business metrics which enable the programme to support the development of a go-to-market strategy and plan future financing rounds through external investment.

The dates referred to in this section are subject to change at the discretion of the organiser.

5. BENEFITS CONNECTED WITH THE SELECTED SCIENTIFIC PROJECTS

At most fifteen (15) scientific projects addressing sector challenges in industry will be selected in this call.

The selected projects will participate in The Collider 2020.

mVenturesBcn has an annual budget of ONE MILLION FOUR HUNDRED THOUSAND EURO (€1,400,000) allocated to support The Collider programme by delivering a wide range of services and assets with high added value. Specifically:

During Phase 1, the following services will be made available to each selected project:

- Guidance from a specialist mentor.
- Support from the Programme’s staff.
- Access to a group of highly regarded advisers with demonstrable experience in entrepreneurship and committed to the companies set up.
- Visibility to corporations from the MWCcapital ecosystem
- Validation of the status of the technology’s intellectual property marketing strategy
- A financial contribution of TWO THOUSAND EURO (€2,000) excluding VAT which will be given to the institution to which the participating research group belongs. The purpose of this contribution is to cover the costs associated with the participation of the research group for the entire duration of the Programme.

During Phase 2, the following services will be made available to each selected project which has passed Phase 1:

- Membership of MWCapital's ecosystem and benefitting from its global visibility (access to MWCapital's network of contacts and events).
- Setting up teams, accessing entrepreneurial talent as part of multidisciplinary teams with proven profiles in industry and enterprise with more than 10 years of experience in managing technology projects, team leadership and the capacity to raise public and private funds.
- More than 100 hours of entrepreneurial training services.
- More than 30 inspiring talks by industry experts, serial entrepreneurs and professional (business angels) or institutional (venture capital funds) investors
- Access to a group of highly regarded mentors with proven experience in entrepreneurship and committed to the companies set up.
- Incubation space in mVenturesBcn's offices at Pier 01.

During Phase 3, the following services will be made available to each selected project which has passed Phase 2 of the Programme:

- Support in the incorporation of the company including the cost of structuring the operation, drafting members' agreements, supervision of the technology transfer licence agreements and drafting the convertible equity loan agreement between the company and mVenturesBcn.
- Expert advice on fundraising for private equity financing rounds, corporate structures and investment literature.
- Priority access to MWCapital's network of investors and venture capital. This includes business angel networks, crowdfunding platforms, professional investors and family offices as well as national and international venture capital.
- Incubation space in mVenturesBcn's offices at Pier 01.
- Access to MWCapital's network of contacts to assist with opening up new B2B commercial opportunities with potential corporate clients in order to conduct validations and pilot tests at an industrial level.
- Access to PERKS to benefit from special offers and conditions from the programme's partners. By way of example but not limitation, this includes cloud services and computing providers, experts in incentives and public funding, prototyping and product development, strategy consultants, sales force outsourcing, administrative agencies, legal and labour advisers and experts in intellectual property protection.

In addition to the services and assets provided by the Programme, all projects that are incorporated as companies during Phase 3 will have the opportunity to access financial investment of up to FIFTY THOUSAND EURO (€50,000) in the form of a convertible equity loan for the development of the minimum viable product.

Once Phase 3 has been completed, the company which has been set up will become part of mVenturesBcn's portfolio and may attend the 4YFN global flagship entrepreneurial event at MWC Barcelona, MWC Shanghai and MWC Los Angeles. Likewise, the companies in mVenturesBcn's portfolio will have a manager available to them who will provide support and advice in the search for funds and new business opportunities.

6. CORPORATE STRUCTURE OF THE PROJECTS INCORPORATED IN PHASE 3

Once the committee of experts has assessed their projects, the teams that pass Phase 2 will incorporate their companies.

The Collider proposes a standard equity holding distribution structure for all the spinoffs to be set up which has been validated in successive editions of the programme and pursues the following objectives:

- Ensure the engagement of the institutions and scientific team in the evolution of the technology.
- Ensure the ability to attract and retain world-class entrepreneurial talent who lead go-to-market strategies for the technology.

This structure is as follows:

- **(70%) Scientific and entrepreneurial team:**
 - (25%) Scientific team
 - This proposed percentage, which can be freely agreed between the institution and the scientific team, seeks to engage the scientific team in the evolution of the technology in the future. This percentage is to be split between the principal investigator, other members of the research group involved in the project and/or other scientific profiles that need to be involved in the project with the approval of the principal investigator. As a guideline, the following structure is recommended:
 - (10%) Principal investigator and/or other members of the research group with no time commitment to the company
 - (15%) Full-time scientific profile
 - (45%) Entrepreneurial team:
 - (35%) Full-time CEO
 - (10%) Full-time operations profile

- **(30%) Institutions**
 - (20%) mVenturesBcn:
 - (15%) for the participation in the programme and forming part of mVenturesBcn's portfolio.
 - (5%) At the time of investment in Phase 3 of the FIFTY THOUSAND EURO (€50,000) in each company incorporated. This investment will be channelled through a convertible equity loan.
 - (Max. 10%) Research institutions (university/centres) in the event that they decide to become part of the company. The research institutions and the scientific team may agree on a different division of their respective percentages, the two parties holding up to at most 35% resulting from the sum of the 25% of the scientific team and the 10% of the research institution.

Notwithstanding the foregoing, this structure may be subject to change at mVenturesBcn's discretion.

Likewise, and following the incorporation of the respective companies before the end of Phase 2, the terms of the licence agreement for the technology owned by the research centre and contributed to the future company will be negotiated through a term sheet. Additionally, the acquisition of a stake by the institution and the equity holding percentage it will have in the corporate structure may also be negotiated if need be.

7. PARTICIPANTS' COMMITMENT

The huge responsibility entailed by the transfer of technological assets and knowledge to industry and the significant amount of public and private funding allocated to the Programme call for a significant commitment of effort, entrepreneurial drive and engagement by participants from research institutions.

The Programme is aware that most research groups have limited availability due to their scientific activities. However, in order to get the most out of the programme, the presence of at least **one (1) participant** is required to represent the scientific group during the following activities:

- **Phase 1:** attendance at all technology validation sessions is mandatory, whether they are face-to-face or online. As a guideline, during this phase approximately **40 hours** will be required for working sessions and market research activities outside the classroom.

- **Phase 2:** although the bulk of the validation of the opportunity will be carried out by the business entrepreneurial team, the support and presence of a member of the scientific group will be required for the following activities:
 - During the first 2 weeks: the presence of a member of the scientific group is required for at least **five hours a day** to help transfer information about the technological solution. It is recommended that all members of the scientific group should be present at the teambuilding activities to promote the cohesion and alignment of the team.
 - During the other weeks in this Phase: the attendance/participation of at least **one (1) member at the 12 mentoring sessions (24 hours) and six coaching sessions (11 hours) is required, as well as availability for team work (6-12 hours per week is recommended).**

The support required to meet the needs of the team in this phase will also have to be provided.

- **Phase 3:** it will be regulated **based on the agreements signed between the members** of the spinoff and in line with the commitments made in the licence contract between the research institution and the company.

Furthermore, during the implementation of the programme numerous sessions are held featuring input from a large number of people (e.g. mentors, advisers, industry experts, successful entrepreneurs, corporate executives, investment groups, etc.) who give their time to contribute their expertise and support scientific projects. Hence participants are requested to make the most of these sessions.

If it is found that the commitments made in this section are being repeatedly flouted with a detrimental impact on the progress of the project and the rest of the team, the Programme's management reserves the right to take any measures as may be necessary to redress the situation, including the expulsion of participants or scientific teams, and to demand the return of any and all financial contributions paid by mVenturesBcn to the research institution.

Likewise, if the members of a participating scientific project, including the research institution, decide to discontinue their participation in the Programme, they will be required to return any and all financial contributions that mVenturesBcn has paid to the research institution within at most 30 days from the date of notification of the discontinuation.

8. DEADLINE FOR SUBMISSION OF PARTICIPATION APPLICATIONS

The research groups through their representative should submit their participation application using the registration forms available on the programme's official website (<https://www.thecollider.tech>).

The deadline for submission of applications is **23:59 CET on 31 May 2020**.

No participation applications will be accepted after the deadline. The organisers reserve the right to extend the above deadline if they consider this to be necessary.

9. SELECTION AND EVALUATION OF APPLICATIONS

The process for selecting and evaluating applications from scientific projects will consist of the stages set out below:

- **Stage 1: Collating applications**

All applications are to be submitted via the website www.thecollider.tech using the relevant forms and documentation and within the deadline specified in the previous section.

All applications must be duly completed with all the information required in the form. Incomplete applications which do not include all the required information will not be accepted or evaluated.

- **Stage 2: Evaluation of the scientific projects**

Once all the applications have been received, a committee of experts will evaluate each scientific project and determine which ones meet the criteria set out below:

1. **Degree of disruption and innovation:** How much better is the technology than other similar or alternative technological solutions, and does this translate into a competitive advantage in market terms (costs, time, etc.)?
2. **Current status of the technology:** Is there a proof of concept (PoC) tested in the laboratory and whose results validate the technology's degree of disruption and innovation?
3. **Technology development plan:** Does the complexity of the development submitted and the resources needed to bring the technology to TRL 7-8 pose a serious risk to the viability of the project?
4. **Market opportunity** (quantification and trends): Is there a sufficiently large and attractive market to enable scalability for the use cases envisaged?
5. **Intellectual property rights:** Does the strategy for protecting the technology entail a competitive advantage?

6. **Team involvement:** Is the commitment specified by the scientific team and the institution sufficient to carry out a future technological entrepreneurial project?

Each criterion described above will have the same weight (1/6).

Participants may additionally submit letters of support from industry players to bolster their application.

The programme organisers reserve the right to conduct remote or face-to-face interviews with applicants in cases where further details about the information provided are needed in order to better evaluate the projects on the basis of the criteria described.

Notwithstanding the above, the programme's management reserves the right to automatically reject an application or discontinue the participation of a project in any of the phases of the programme if it is found that the information provided in the application does not reflect the technology's actual technology readiness level (TRL) or intellectual property status.

- **Stage 3: Notification of selected projects**

Once the evaluation phase of each application has been completed, the results of the call will be emailed to all participants and a decision will be announced containing the final list of research projects which have been selected as winners of the call. The intention is to provide this notification during the first week of July 2020.

10. CEREMONY FOR SELECTED PROJECTS

A ceremony will be held with the research groups which are winners in the call attended by the organisations and institutions that have assisted with the call. The date of this event is to be confirmed, but it is hoped to hold it in the first fortnight of July 2020.

11. CONFIDENTIALITY

mVenturesBcn warrants that any information provided in connection with participation in this call will be treated as confidential and it will take all necessary steps in this respect for the evaluation of the applications.

Information will not be considered confidential if it: (a) is in the public domain or becomes publicly available; (b) can be created, provided, developed or obtained by one party without using the other party's confidential information; (c) has been received from a third party that is not subject to a confidentiality obligation between the parties; or (d) has to be released by law or court order.

If mVenturesBcn wishes to use the confidential information disclosed as part of this call, it shall request the express written permission of the other party and shall be liable for any possible consequences of failure to comply with this obligation.

Likewise, as the organisation awarding the financial support to the best scientific projects mVenturesBcn reserves the right to publicly disclose the content of these rules and the name of the research group and its members who are the winners of this call for proposals.

12. PERSONAL DATA PROTECTION

Any personal data provided as part of this call will be processed by mVenturesBcn as specified in this section.

mVenturesBcn will process the data provided in the participation forms in order to manage the applications in this call and to send information and notifications, including by electronic and/or remote means, about the activities, projects and news of The Collider programme that may be of interest. The lawful basis for processing the data is the management of the participation applications and for sending notifications it is the consent given by the participants.

mVenturesBCN shall only disclose such data when strictly necessary and in particular to companies which partner or take part in the design and development of The Collider 2020. Likewise, as a company wholly owned by MWCcapital mVenturesBcn may share such data with MWCcapital for the same purposes as indicated above. Under all circumstances the data will be processed with a level of protection conforming to applicable data protection regulations and will not be subject to automated decision-making.

Once the selection process for the scientific projects has been completed, mVenturesBcn will keep the data provided by the participants so that it may comply with its legal or regulatory obligations during the applicable limitation periods.

Any personal data of third parties provided must be accompanied by a statement that such third parties have been informed prior to the provision of their data about the points contained in this section.

Participants may at any time and under the terms established by law exercise their rights of access to, rectification or erasure of their data, ask for processing of their data to be restricted or object to such processing and ask for data portability by writing to:

Barcelona Mobile Ventures, S.L.
Pl. Pau Vila 1, planta 2 C, Edificio Palau de Mar
Barcelona (08039)

Or by emailing dpo@mventuresbcn.com, clearly stating the right they wish to exercise.

A copy of the National Identity Card or similar document in proof of identity must be enclosed or attached as applicable. A complaint may also be lodged with the Spanish Data Protection Agency.

13. IMAGE RIGHTS, LOGOS AND TRADEMARKS

By participating in this call, the members of the research groups which attend the ceremony for the selected projects expressly authorise mVenturesBcn to reproduce, use and publicise their name and image free of charge for the purpose of announcing them to the general public. They shall not be entitled to any kind of remuneration in return.

Likewise, the participants assign to mVenturesBcn their rights of use to images, voice, audios and videos as well as the names and explanations of the projects in any media and using any medium or format with the exclusive purpose of promoting, publicising and driving The Collider programme.

This assignment is made without geographical or time limitation and free of charge.

The research institutions participating in the projects selected undertake to assign to mVenturesBcn their logos, trademarks and graphic materials to be used solely and exclusively for the purpose of promoting the programme through the communication channels which mVenturesBcn deems appropriate after notification to and confirmation by the relevant official at the institution.

When assigning logos, brands and graphic materials, the research institutions will warrant to mVenturesBcn that they hold all rights to such logos, brands and graphic materials and that no third-party intellectual or industrial property rights are being breached.

14. ACCEPTANCE OF THE RULES

By participating in this call for proposals, applicants accept these rules and the accompanying code of conduct set out in **Appendix 2** in their entirety.

The research groups which choose to participate in this call are to complete and sign the document accompanying these rules as **Appendix 1** and send it using the electronic means specified by mVenturesBcn for this purpose.

APPENDIX 1: ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE CALL

The purpose of this document is to certify that all the parties accept the terms and conditions of this call and consequently both the principal investigator of the research group and also the body responsible for the intellectual property rights of the scientific project (e.g., innovation and transfer unit, management of the institution, Board of Trustees, etc.) authorise the applicant to participate in The Collider 2020 programme with their scientific project.

PROJECT INFORMATION

Project title	
Name of participating research institutions	
Name of the research groups involved	

APPLICANT INFORMATION

Name	
Surname	
Email address	
Phone no.	
DNI / Passport	
Post	
Acceptance of the terms and conditions of the call	[Signature]

AUTHORISATION OF THE PRINCIPAL INVESTIGATOR OF THE RESEARCH GROUP

Name	
Surname	
Email address	
Phone no.	
DNI / Passport	
Post	
Acceptance of the terms and conditions of the call	[Signature]

AUTHORISATION OF THE REPRESENTATIVE OF THE GOVERNING BODY OF THE RESEARCH CENTRE WHICH IS RESPONSIBLE FOR THE INTELLECTUAL PROPERTY RIGHTS OF THE SCIENTIFIC PROJECT

Name	
Surname	
Email address	
Phone no.	
DNI / Passport	
Name of the research organisation	
Post	
Acceptance of the terms and conditions of the call	[Firma]

If there is any other organisation which holds intellectual property rights to the scientific project, it is also to complete its authorisation:

Name	
Surname	
Email address	
Phone no.	
DNI / Passport	
Name of the research organisation	
Post	
Acceptance of the terms and conditions of the call	[Firma]

Name	
Surname	
Email address	
Phone no.	
DNI / Passport	
Name of the research organisation	
Post	
Acceptance of the terms and conditions of the call	[Firma]

OTHER RESEARCHERS INVOLVED IN THE PROJECT WHO ARE INTERESTED IN PARTICIPATING

Name	
Surname	
Email address	
Phone no.	
DNI / Passport	
Post	
Acceptance of the terms and conditions of the call	[Signature]

Name	
Surname	
Email address	
Phone no.	
DNI / Passport	
Post	
Acceptance of the terms and conditions of the call	[Signature]

Name	
Surname	
Email address	
Phone no.	
DNI / Passport	
Post	
Acceptance of the terms and conditions of the call	[Signature]

APPENDIX 2: CODE OF CONDUCT

This document sets out the essential values and standards of behaviour to be observed by everyone involved in “The Collider 2020” programme.

1. **We help others whenever possible.** We are all busy and want to focus on our project, but we will always be respectful of others and try to help them with diligence and sincerity.
2. **We appreciate the help of others.** No one will act alone and as The Collider community we will work toward a single goal: to create technology-based start-ups that impact industry and improve people's lives.
3. **We are honest and transparent.** All comments we make, both in public and in private, will be truthful. We will not intentionally omit significant and relevant information to take advantage of and mislead others. We will strive to be clear and transparent in our communications.
4. **We protect confidential information.** When we are given or have access to confidential and/or personal information, we will use all measures to ensure it is safeguarded. We will respect requests for privacy and confidentiality.
5. **We communicate with each other.** We will provide all the information that is required about the projects or which can help us to improve within the programme with the utmost transparency.
6. **We make mistakes to keep on learning.** All comments and criticisms made by professionals to participants will be constructive and have the sole purpose of helping to improve and make the most of participation in the programme.
7. **We do not steal assets or content.** We will encourage, respect and protect independent and innovative thinking. We will not steal other participants' and/or professionals' ideas or take advantage of such ideas without their consent. Likewise, we will not steal assets from other programme participants and/or professionals.
8. **We do not work under the influence of drugs.** We are not allowed to participate in the programme under the influence of drugs.
9. **We do not use insider information.** We are not allowed to use any insider information to which we have access as a result of our participation in the programme for personal or third-party benefit.
10. **We respect the facilities.** We will keep the facilities in good condition and use them in a reasonable manner.

- 11. We respect regulations and recommendations, access, maintenance and security.** We will abide by and follow all existing recommendations and obligations for access to and the security of the facilities.
- 12. We report breaches of this code.** When we witness any action or comment which does not comply with the essential values and standards of behaviour stipulated in this code, we will bring it to the attention of programme managers.
- 13. We are committed to creating an open and welcoming workplace.** We are committed to making all professionals and participants feel accepted and we will respect the freedom to express their opinions, concerns and needs. We will communicate in a professional and appropriate manner at all times.
- 14. We do not tolerate unlawful discrimination, harassment or verbal or physical assault.** Conduct involving unlawful discrimination, harassment or verbal or physical assault is strictly prohibited.
- 15. We promote professional development.** Our actions and behaviour will be geared towards ensuring the happiness and professional growth of the participants and professionals in the programme.