


*Call for proposals*

# Caixa *impulse*



## *Rules for participation*

*Validate*

2021



"la Caixa" Foundation

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## Executive Summary

The "la Caixa" Foundation (hereinafter, "LCF") launched its CaixaImpulse Programme in 2015. Its first initiative, the CaixaImpulse Call, has supported leading biomedical research Projects and researchers boost their innovation potential through valorisation and training actions.

To this end, the now called CaixaImpulse Validate Call (hereinafter, the "Call") is continuing this task within the **CaixaImpulse** programme, with the collaboration of Caixa Capital Risc and the support of EIT Health (European Institute of Technology) . The CaixaImpulse Validate Call wishes **to support society-relevant Life Sciences**, early stage Projects. This Call will offer financial support and a structured Accompaniment Programme to help participants to perform valorisation activities.

The Call will consider applications for Projects led by European public or non-profit **legal entities** (universities, research centres, hospitals) **that own or co-own the assets** resulting from the research activity.

The evaluation process will be composed of two steps. (1) The application will be assessed by a board of remote peer reviewers; (2) Pre-selected applications will then be invited to perform a personal interview in front of a Selection Panel.

The Call will provide financial support of up to EUR 100,000 for a maximum of 24 months. Besides financial support, the Call offers to the projects a structured training, mentorship and consultancy support for 8 months.

Once the Projects achieve specific indicators, financial support will be reimbursed to LCBF to ensure the sustainability of the programme.

## 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" 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.

With the CaixaImpulse Programme, and its Validate and Consolidate Calls, the "la Caixa" Foundation (the "LCF") aims to develop a point of reference programme 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 Validate Call (the "Call") 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 Asset/s that require the validation and development of their value generation proposal.

The projects selected will be provided with a grant (the "Valorisation Grant") so that they can define and implement actions for the development of their Asset's valorisation proposal. We understand as Valorisation the process of value-creation out of knowledge, by making this knowledge suitable and available for economic or societal utilisation and to translate this into high-potential products, services, processes and industrial activity ("Valorisation").

In addition to this grant, participating projects will benefit from resources to help them develop and assess their Valorisation Plan, which includes training, mentoring activities, expert advice, and networking activities with industry, investors, and other relevant contacts (the "Accompaniment Programme").

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

The CaixaImpulse Validate Call is developed with the collaboration of Caixa Capital Risc ("CCR"), the venture capital arm of Criteria Caixa 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 Validate Call and other initiatives to support entrepreneurs and business creation.

The CaixaImpulse Validate Call 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.

## A. Rules for Participation

### 1

#### Aims

##### Aims

**1.1.** With CaixaImpulse Validate Call (the “**Call**”), LCF aims to promote the creation of services, products, or businesses in the area of Life Sciences through the transformation of scientific knowledge into services, products, or businesses that create value for society, reducing existing barriers and facilitating access to markets, contacts, and key knowledge.

##### Supported Projects

**1.2.** The Call seeks to support projects from university and/or research centres (the “**Centres**”), led by university graduates, professors and doctors and developed by research teams, that wish to transfer to the market a protected or protectable asset resulting from scientific research (the “**Asset/s**”). This is accomplished by means of a Spin-off Company, a technology transfer agreement, or any other suitable option, to exploit and commercialize the Asset/s (as explained in more detail below) and that require the validation and development of their value generation proposal (the “**Project**”).

**1.3.** The Programme will support up to 20 Projects from the field of Life Sciences proposed by the Centres, based on Asset/s.

### 2

#### CaixaImpulse Validate General Framework

**2.1.** Selected Projects will be supported by the provision of financing and services regarding training, mentoring and expert advice, as well as networking activities with companies within the sector, investors, entrepreneurs and advisors, in order to promote the development of a Valorisation Plan, a business plan and/or create cooperation and business opportunities.

**2.2.** Support offered by the CaixaImpulse Validate Call includes:



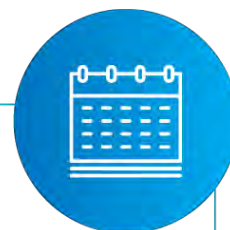
- » A **grant** for the implementation of an approved Valorisation Plan (the “**Valorisation Grant**”, as defined in Section **¡Error! No se encuentra el origen de la referencia.**).
- » Support from leading industry **mentors** to define the best possible Valorisation and business plans. Contact with companies, entrepreneurs, and investors for monitoring the Valorisation and business plans, as well as creating collaboration and business opportunities.
- » Specialised **training** in the fields of project management, technology Valorisation, license agreement negotiation, business creation and funding. Tailored **expert advice** adapted to the Project specific needs.

**2.3.** Valorisation Plans are the backbone of the Call, aimed at creating and retaining the value of the Asset/s. Activities during the first part of the Call will focus on the definition and optimisation of the **Valorisation Plans**, while the focus will be on its implementation during the second part.

3

Calendar

**3.1.** Official calendar of the Caixaimpulse Validate Call 2021



<b>Launch</b>	19 January 2021
<b>Deadline for applications</b>	1 March 2021 at 14:00:00
<b>Evaluation Peer Review</b>	8 March to 30 April 2021
<b>Panel of Experts</b>	3-4 June 2021
<b>Communication of the beneficiaries</b>	Mid-June 2021
<b>Training Programme</b>	From July 2021 to November 2021
<b>Mentoring Programme</b>	From July 2021 to March 2022
<b>Expert Advice</b>	From July 2021 to March 2022
<b>Execution</b>	November 2021 to November 2023

**3.2** Submission of applications will open in January and will close in March

**3.3** Evaluation process will be composed of two stages, from March to June:

- » First, the application will be assessed by a board of remote peer reviewers;
- » Second, pre-selected applications will then be invited to perform a personal interview in front of a Selection Panel (in June).

**3.4** Selected projects will be announced in Mid- June.

**3.5** The Accompaniment Programme will be conducted in English and will be developed mainly in Barcelona from July of the year of the Call to March of the following year.

3.6 LCF reserves the right to modify the schedule of the Call due to logistical requirements, which will be adequately announced via the LCF dissemination channels.

## 4

## Eligibility criteria

## Eligible Projects

4.1 Eligible Projects must be from the Life Sciences field, following the Life Sciences categorisation of the [European Research Council](#) Peer Review Evaluation Panels for reference:

4.2 The following Projects are not eligible for this Call for proposals:

- » Projects involving for-profit entities (for the sake of clarity, both the Beneficiaries and, if applicable, the entities in consortium have to be public or non-profit organizations).
- » Projects related to and/or involving Asset/s co-owned by for-profit organizations or aimed for commercial use and exploitation of such Asset/s. LCF shall hold the right to declare a Project as non-eligible if the ownership of the assets is not majority-owned by the Beneficiary and/or non-profit institutions (i.e. the Beneficiary, either by itself or together with other non-profit institutions must own more than 50% of each Asset).

## Beneficiary

4.3 The Beneficiary shall be a **public or non-profit organization**, which may include universities and university foundations, research centres, technology centres, hospitals and hospital foundations (each also referred to as a “Centre”) owning or co-owning the Asset/s and the main activity of which is located and/or registered in eligible Horizon Europe Regions. The Beneficiary will be responsible for submitting the application form.

4.4 A single Centre may submit more than one application provided that they relate to different Asset/s resulting from different research projects.

4.5 Projects may be submitted by a **consortium** of Centres from all Horizon Europe Regions, as long as they are led and represented by the Beneficiary that owns or co-owns the Asset/s. In case of consortium, all stakeholders must abide by the eligibility criteria. The Beneficiary will be awarded a grant for the Project, which will be managed according to the conditions established within these Rules for Participation.

4.6 In all cases, Centres (and also all stakeholders involved in the case of co-owned Asset/s or Projects in consortium) will be required to agree and accept the Rules of Participation.



4.7 The Beneficiary will appoint the Project Leader and the Transfer Team Representative to participate in the Call.

## Project Leader

4.8 The Project Leader shall be an individual with post-secondary school qualifications (university graduate, professor or doctor) linked to the Beneficiary having participated in the team responsible for the development of the Asset. The Project Leader **may not be the leader of the research Project** (i.e. principal investigator) that generates the Asset/s.

4.9 Project Leader **will lead the Valorisation Project** and the development of the actions approved in the Valorisation Plan. The Project Leader must be **fully committed to the Project**. The project Leader must attend most of the activities developed in the framework of the programme.

4.10 The Project Leader will require the agreement of the Beneficiary to be able to submit the application. This will be done by an online check by the Organization Manager on LCF's call management online system. In case of projects including Co-owners of Assets and/or consortia, all Co-owners and Consortium Partners will be required to provide their acceptance through the above-mentioned online system for the submission of the application. All acceptances are required to be made before the deadline for applications.

It is recommended that invitations for acceptance are not sent until the general data and proposal information, and the composition of the consortia (where applicable), are filled in, as changes to this information/composition will require the re-approval of all other members in the proposal.

The Organization Manager will have access to the information of the applications, including without limitation the budget, the composition of the consortium (where applicable), and the evaluation report.

## Transfer Team Representative

4.11 A Transfer Team Representative must be appointed by the Beneficiary and must be different to the Project Leader. The Transfer Team Representative shall be an individual and may be a member of the transfer office of the Beneficiary or Consortium Partner as long as it is directly involved in the Project.

4.12 Although not mandatory, it is advisable for the Transfer Team Representative to attend the Call's activities.

## 5 Application Process

**5.1** To initiate the application process, Project Leaders will need to complete the **online application forms** available on the LCF calls management platform (accessible from [www.caixaimpulse.com](http://www.caixaimpulse.com)) and provide the required documentation. Incomplete applications or those presented on paper or via any other channel shall be considered ineligible.

**5.2** Applications will be filled in English. LCF reserves the right to request for the translation of documents into English, when reasonably justified.

**5.3** A template for the application form will be available on [www.caixaimpulse.com](http://www.caixaimpulse.com). The following information and documentation will be requested:

- » General information: scientific feasibility, level of development, Technology Readiness Level (TRL), protection status.
- » Team description and Project expertise and commitment to the Project.
- » Implementation and Results: objectives, valorisation actions, need to be solved, value proposition, beneficiaries and clients, stakeholder identification, etc.
- » Budget distribution.
- » Complementary documentation: IP protection actions (e.g. patents or utility models applications) letters of support or recommendations and/or prototype designs (if any)

## 6 Evaluation Process and Criteria

**6.1** The evaluation process is composed of two stages: pre-selection and selection. In each stage, eligibility checks will be conducted by the Caixaimpulse Programme Office. All pre-selected applications will be revised to ensure the fulfilment of the criteria published in these Rules for Participation. Any application that does not fulfil the criteria published in these Rules for Participation or that do not have the mandatory documents will be rejected, and notification will be sent to the applicant.

### Initial Pre-selection process

**6.2** Each application will be evaluated remotely by two independent evaluators, who will rate it based on standardised evaluation tables and taking into account the following criteria:

- » **Quality of science and the Asset/s (25%)**
  - Scientific feasibility
  - Intellectual Property Protection
  - Level of development
- » **Transfer & Implementation capacity (24%)**
  - Profile of the project leader and expertise
  - Motivation and commitment of the project leader
  - Existence of a support team supplementary to the members
- » **Valorisation project (15%)**
  - Definition of objectives
  - Correct identification, structure and focus of the actions to be carried out in the valorisation proposal, cost dimensioning and schedule
- » **Market potential (24%)**
  - Identification of the need or problem to be solved.
  - Value proposition.
  - Identification of the potential user, client or market.
- » **Social Impact and responsible innovation (12%)**
  - Social relevance and benefits for society of the asset and level of contribution to improving quality of life of citizens, social progress and human development
  - Responsible innovation process. Research and innovation covers wide social needs. Existence of mechanisms of participation and involvement of the different social stakeholders

**6.3** Based on the best scores obtained in the initial evaluation, the CaixaImpulse Programme Office will short-list up to 40 projects that will continue on to the next stage.

## Selection process

**6.4** The short-listed Projects will be interviewed by a Selection Panel with expertise in the areas of science, business, and financing to clarify any aspects regarding the application and to assess the commitment of the Project Leader.

- » None of the members of the Selection Panel may have participated in the initial evaluation stage.
- » The aim of the interviews will be to assess more precisely the quality, consistency and soundness of the Projects.
- » The interviews will be performed based on a guide, in which the members of the Selection Panel will note their assessments regarding the points determined for evaluation. Attending the interview is essential for remaining in the selection process.

- » The interviews will be held in English.
- » In order to be evaluated, the Project leader will attend the interview, and **may not delegate such participation to a team member.**

6.5 Each application will be evaluated taking into account the following criteria:

- » The asset's **potential for transfer to market**, particularly as a new business (30%)
- » The **social impact** of the Project, broadly understood to be the ability of the Project to contribute to improving the quality of life of people and society in general, all while respecting human rights and ethical principles (14%)
- » The **capability and motivation of the participant** to lead the definition and implementation of the valorisation and commercialization plan (26%)
- » The significance and the **impact that participation in the Call will have on the Project**, and its full implications for the valorisation and transfer of the Asset/s (30%)

## Communication of the selected projects

6.6 The final list of awarded Projects on the basis of the Projects selected by the Selection Panel will be approved and announced by LCF.

6.7 All communication regarding the selection process will be done by email to the contact address given on the application form. LCF will not be held responsible for communication issues resulting from errors in the email addresses provided by applicants.

6.8 Selected Projects will sign an agreement with LCF that will be prepared in collaboration with the Project Leader and that will define the details of the Accompaniment Programme, jointly with the payment of the Valorisation Grant, follow up, reporting, and reimbursement terms and conditions, among others (the "**Project Agreement**").

## Accompaniment Programme and Valorisation Plan

6.9 The selected Projects will have access to the Accompaniment Programme (mandatory), which includes training sessions, mentoring and consultancy in order to support project leaders in the design of a final version and implementation of their Valorisation Plan.

6.10 The selected Projects will present their final Valorisation Plans in front of a Valorisation Panel, which will review the activities included in the Plan and will advise about the final financial support granted to the Projects.

- 6.11 A commission formed by representatives of LCF and CCR will be responsible for:
- » Approving the amounts pertaining to the Valorisation Grants and their allocation;
  - » Approving the Valorisation Plans; and

- » Approving an extra grant to those Projects with the highest potential to reach the commercialization stage.

**6.12** The Accompaniment Programme is a resource put in place by LCF Innovation department and therefore, LCF reserves the right to open it to other organizations and team members (e.g. other LCF's grantees, such as selected projects in other calls). For the avoidance of doubt, any such "visiting" attendees will not be considered as CaixaImpulse participants and will not present their valorisation plans in front of the Valorisation Panel.

## 7

## Support to Projects and Valorisation Grant

## Financial

**7.1** The Valorisation Grant will consist of the following:

- » An **amount for a maximum of EUR 50,000** for the implementation of the approved Valorisation Plan.
- » An **extra amount for a maximum of EUR 20,000 up to EUR 50,000**, which may be requested and approved after reviewing the Valorisation Plan. Such extra amount will be subject to approval by the LCF and CCR based on clear justification of the need of this increase and mentor feedback.

An **extra allowance of up to EUR 5,000 for Spanish institutions and up to EUR 7,000 for institutions outside Spain** may be agreed by LCF, based upon the region of origin of the Beneficiary, to cover travel and accommodation expenses derived from the attendance of the Project Leader to the face to face activities (training, mentoring and forum). This allowance will be separate from the Valorisation grant.

**7.2** The Valorisation Grant may be approved for an amount lower than the amount initially requested:

- » In cases in which a Valorisation Plan includes non-eligible items within the budget, overestimated or non-credible budgets or poorly developed or unfocused plans; or
- » In case the Valorisation Plan had received, or were to receive, additional funding from third parties that overlaps (i.e. funds the same activities, costs or items) with funding provided by CaixaImpulse, in order to avoid double funding.

## Items covered

**7.3** The Valorisation Grant shall be used solely, exclusively, and completely for the payment of those activities and resources listed in the Valorisation Plan approved by LCF and established in the Project Agreement.

**7.4** The Valorisation Grant may cover **expenses** such as those related to valorisation actions on the Asset/s, to be implemented within twenty four (24) months from the date of signature of the Project Agreement, related to the following:

- » **Outsourcing of services** for the preparation or improvement of the Valorisation strategy and the development of business and market viability studies:
  - Development of value generation proposals, business models, or marketing and business plans;
  - Protection of the Asset/s by means of any of the legally available forms for their protection in any jurisdiction; therefore, for those Projects lacking an IP application at the time of submitting the application to the Call, the costs and expenses relating to such application may be included within the Valorisation Plan for use during the Call.
  - Scientific experiments, etc. By exception, and when clearly justified, the recruitment of non-research personnel will be accepted rather than the outsourcing of services.
- » **Personnel** (grants and contracts) who are directly related to the Valorisation actions for the Asset/s, proof of concept, experiments and actions included in the Valorisation Plan up to a maximum of 40% of the Grant.
- » **Consumables and materials** for experiments or tests.

**7.5** The following items are specifically **excluded** from the Grant:

- » New contracts, of any kind, for personnel who work on other stages of the Project (such as Technology Transfer personnel) other than the Asset/s Valorisation, or those not included in the Valorisation Plan.
- » Allowances.
- » Overhead expenses and/or indirect costs.
- » Costs that have already been covered by the Centre out, or by other sources, such as private or public grants and aids.

## Payment

**7.6** Payment of the Valorisation Grant is conditional on:

- » The approval of the Valorisation Plan by the LCF and CCR.
- » The execution of the Project Agreement.

**7.7** Payment of the Valorisation Grant will be made to the Beneficiary in various instalments, in accordance with the payment plan defined for each Project.

**7.8** In the case of consortium, the Beneficiary will be responsible for distributing the funds as specified in the Valorisation Agreement and justifying the expenses incurred by all Consortium Partners developing the activities of the Valorisation Plan.



## Non-financial

7.9 Project leaders will benefit from an Accompaniment Programme, which will be defined in a **Programme Manual**. This Programme Manual contains all the activities and resources offered within the Accompaniment Programme: Training, Mentoring, and Expert Advice (the "**Training Programme**", "**Mentoring Programme**" and "**Expert Advice Programme**") respectively.

## Training Programme

7.10 The Project Leader must attend 80% of the training sessions and events scheduled during the four weeks of the **Training Programme**

7.11 A maximum of three representatives by Project are allowed to attend to the Training sessions

## Mentoring Programme

7.12 The Project Leader will be assigned a mentor in charge of advising in the definition and optimisation process of the Valorisation Plan which will be actively monitored and supervised throughout the Call.

7.13 The Mentoring Programme is considered a mandatory activity to be completed by (a) attending meetings to be held by and between the Project Leader and the mentor, (b) holding meetings freely scheduled by the mentor and the Project Leader pursuant to existing needs.

7.14 Failure to attend to the meetings with mentors shall entail a loss of hours that shall not be recoverable unless the Project Leader (a) notifies LCF in writing, at least 10 business days in advance, regarding the inability to attend, and (b) the mentor is capable of rescheduling the meeting.

## Expert Advice Programme

7.15 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.

7.16 The Expert Advice Programme Directory is an optional tool made available to the Project Leader.

**7.17** Unjustified attendance to meetings (either of the Training, Mentoring and/or the Expert Advice Programmes) is deemed a serious breach of these Rules for Participation and may entail early termination of the participation in the Programme, including the Valorisation Grant, in accordance with the provisions of Section **¡Error! No se encuentra el origen de la referencia..**

## 8

## Follow-up of Projects

**8.1** For any paperwork or **consultation** throughout the duration of the Grant, the Project Leader may contact the LCF Project Manager (hereinafter "**LCF Project Manager**") or LCF through the email address [caixaimpulse@fundaciolacaixa.org](mailto:caixaimpulse@fundaciolacaixa.org).

**8.2** A username and password to access the **CaixaImpulse follow-up platform** ([www.fblcresearch.com](http://www.fblcresearch.com)) will be provided by LCF. The details of the Grant awarded will be kept up to date, and any action carried out with the funding of the Grant awarded must be reported for a maximum of five years after the execution of the grant.

**8.3** The LCF Project Manager will request the Project Leader to **schedule regular follow-up meetings**.

**8.4** After the execution of the Valorisation Plan, deliver a final report to the LCF, within a maximum term of twenty four (24) months from the signing of the Project Agreement (the "**Final Report**"). The Final Report shall give evidence of compliance with the development and execution of the Valorisation Plan and will include the following information:

- » Technical justification: executive summary, main results and goals from the Valorisation Plan, baselines reviews (scope, schedule and budget) lessons learned, and next steps.
- » Economic justification made up of expense accounts and invoices.

**8.5** For the purposes of monitoring the use by the Beneficiaries of the resources made available by the Call, as well as to obtain the Project Leader's opinion and assessment, LCF will (i) organise at least 1 mandatory meeting with the prior submission of the Final Report with the Beneficiaries, and (ii) send online questionnaires of the programme activities.

**8.6** For cases where the justified expenses contained in the Final Report are less than the Valorisation Grant provided, the difference will be reimbursed to LCF.

## 9

## IP Rights, Protection and Maintenance of the Asset/s

## IP Rights

**9.1** 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 Project or of any other industrial and/or intellectual property rights obtained as a result of the development of the Project.

**9.2** At the time of application to this Call and at least until the award of the Grant, all intellectual and/or industrial property rights over the Asset/s shall be owned by the Beneficiary and, where appropriate, the Co-owner(s). For the avoidance of doubt, this requirement shall be deemed to be met in the case of a transfer of the Asset/s by means of a license of use and exploitation to a Spin-off Company.

## Protection and maintenance of the Asset/s

**9.3** Beneficiary and, where appropriate, the Co-owner(s) of the Asset/s (and/or, if appropriate, the transferee of the Asset/s, except where indicated otherwise) will make their best efforts to **protect and maintain the Asset/s** by taking on the following actions:

- » Monitoring the **application** and **prosecution** proceedings to be granted and maintain adequate national and/or international intellectual and industrial property rights protection on the Asset/s, either by itself or through the transferee of the Assets.
- » In the event of the Asset/s not being suitable for protection under intellectual or industrial property rights, keeping the Asset/s under reasonable **trade secret** protection measures.
- » In the event of the Asset/s being transferred by means of a license, holding a **subsidiary right for the defence and protection** of the rights protecting the Asset/s, in case of inactivity of the licensee:
  - If there is a breach or alleged breached of the rights protecting the Asset/s by third parties (the "**Third Party Breach**"); and/or
  - When a third party has filed a claim for an alleged breach of a prior right (the "**Third Party Claim**").
- » Such subsidiary right for defence and protection of the rights protecting the Asset/s shall consist in the following:
  - Immediately informing the other parties of such Third-Party Breach or Third-Party Claim, identifying the known facts as well as the details of the individual or legal person that has committed said Third Party Breach;
  - Request and subsequently delivering to LCBF, in due time and form, the relevant reports on the viability and appropriateness of (a) 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, in the case of a Third Party Breach; and (b) the legal actions to be taken in the relevant jurisdiction in order to defend its interests in the case of a Third Party Claim; and

- Taking on, as the case may be, the organisation and management of the proceedings and disbursing any applicable costs and fees applicable to the exercise of its rights in the case of the Third-Party Breach or its rights for the defence against the Third-Party Claim.

## 10

## Exploitation

**10.1** The Beneficiary may exploit the Asset/s as follows:

- » Exploitation by means of a Transfer of the Asset/s to a third party ; or
- » Exploitation by means of the incorporation or participation as a shareholder of a Spin-off Company and the Transfer of the Asset/s to such Spin-off Company by means of a license of use and exploitation; or
- » Direct exploitation: direct exploitation of the Asset/s by the Beneficiary.

**10.2** The exploitation of the Asset/s will be made in market conditions and will procure the adequate diffusion and social return. The Beneficiary will communicate in advance to LCF the proposed terms and conditions for the exploitation of the Asset/s. LCF will have the right to oppose to such exploitation in the event it were not carried out in market conditions or the dissemination and social return were not guaranteed through the exploitation.

## 11

## Reimbursement

**11.1** In case one or several of the indicators established in these Rules for Participation is achieved, LCF will be entitled to the reimbursement of the Valorisation Grant in accordance with the reimbursement procedure detailed below and subject to the specific term and conditions of the Project Agreement. The reimbursed amount will be reinvested in LCF's research and innovation programmes.

## Indicators

**11.2** The indicators to be considered in order for reimbursement will be the following:

- » **Recurrent Payment:** Any gross amount obtained by the Beneficiary from the exploitation of the Asset/s by means of (i) direct exploitation by the Beneficiary; or (ii) royalties derived from exploitation by a Spin-off Company or a third-party transferee; or (iii) dividends obtained from the shares owned by the Beneficiary in the Spin-off

Company or a third-party transferee. For the avoidance of doubt, Recurrent Payment excludes any Lump-sum payment described below.

- » **Lump-sum payment:** (i) The sale by the Beneficiary of the shares owned in the Spin-off Company or a third-party transferee; or (ii) the Transfer by the Beneficiary of the Asset/s resulting from the Project.

## Reimbursement protocol

**11.3** The following payments will be due by Beneficiary to LCBF until the full reimbursement of the Valorisation Grant in each of the cases described below. For the avoidance of doubt, the amount to be reimbursed shall not accrue interest between the award of the Valorisation Grant and the full reimbursement.

- » **Recurrent Payment:** an amount equal to zero point five per cent 0.5% of any Recurrent Payment received by the Beneficiary as described in Section 11.2 above.
- » **Lump-sum payment for the sale of shares by the Beneficiary:** the amounts defined below in the event of the sale of the Beneficiary's shares in the Spin-off Company or an entity that exploits the Asset/s:
  - If the sale price of the shares is equal to or exceeds five (5) times the Valorisation Grant, the whole amount of the Valorisation Grant shall be reimbursed to LCBF.
  - If the sale price of the shares of the Beneficiary is less than five (5) times the Valorisation Grant, the Beneficiary will reimburse the amount of the Valorisation Grant in proportion to the ratio between the sale price of the shares of the Beneficiary and five (5) times the Valorisation Grant.
  - The reimbursement shall be paid in one instalment within two (2) years from the sale of the shares of the Beneficiary.
- » **Lump-sum payment for the Transfer of the Asset/s by the Beneficiary:** The Beneficiary will reimburse to LCBF any lump-sum payment for the Transfer of the Asset(s) up to the whole amount of the Valorisation Grant, less the payment made by Beneficiary as a result of any recurrent payment or sale of shares as referred to above.

**11.4** Should the exploitation of the Asset/s 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.

**11.5** The reimbursement of the Valorisation Grant shall be carried out by the owner of the Asset/s if and when LCBF chooses to exercise the aforementioned rights to reimbursements. If there are several Co-owners, all of them will be jointly and severally obligated to return the Valorisation Grant to LCBF.

## Reimbursement term

**11.6** LCBF's right to the reimbursement of the awarded Grant as provided above will terminate after twenty (20) years from the signature of the Project Agreement, provided that, if the reimbursement had started during the last four (4) years of the referred term, the right will continue in force for an additional term of five (5) years from the reimbursement.

## Non-reimbursement

**11.7** The obligation to reimburse the Valorisation Grant shall not apply when the owners of the Asset/s can prove, to the entire satisfaction of LCBF, the impossibility and/or inability to exploit the Asset/s due to circumstances beyond their control during the period of protection of the rights over the Asset/s.

## Compatibility with CaixaImpulse Consolidate

**11.8** Should the Project (or a derivation thereof) were included in an application to the Consolidate Call of CaixaImpulse and became awarded under such Consolidate Call, the Parties hereby declare and acknowledge that (i) the rules for participation of the CaixaImpulse Consolidate Call will not supersede or modify in any way these Rules for Participation or any agreement signed as a consequence thereof; and (ii) these Rules for Participation will not supersede or modify in any way the rules for participation of the Consolidate Call or any agreement signed as a consequence thereof. Therefore, the terms and conditions established therein shall remain fully in force.

For the avoidance of doubt, and without limitation, the reimbursement rules of the Valorisation Grant established in these Rules for Participation shall remain in full force in case a new grant is awarded under the Caixaimpulse Consolidate Call.

**11.9** In the event that the same event or indicator creates an obligation for the Beneficiary to reimburse LCBF both for the call Consolidate and for this Call, the reimbursements corresponding to both calls shall be accumulated so that the Beneficiary jointly reimburses the amounts corresponding to both calls. For the sake of clarity, the free-of-charge right to subscribe up to the 1% of the shares of the Spin-off Company shall not accumulate in terms of percentage; i.e. the right will exist under both calls but up to a maximum of 1% of shares.

**11.10** Potential applicants for this Call will not be allowed to apply to this Call in the event (i) they apply at the same time to this Call and CaixaImpulse Consolidate Call; or (ii) if the Project has already been awarded with prior financing by the Caixaimpulse Consolidate Call.



**12.1** If the exploitation of the Asset/s is to be carried out by means of the incorporation of a Spin-off Company, **LCF or any entity within the Criteria Group**, at the discretion of the Criteria Group, **shall have the free-of-charge right to subscribe up to 1% of the shares of the Spin-off Company** at nominal value upon its incorporation or within three months thereof.

**12.2** The Beneficiary shall ensure, once the Spin-off has been incorporated, that the Spin-off and its shareholders are first aware of, and expressly acknowledge and agree to, the rights granted to LCF or any entity within the Criteria Group in accordance to the foregoing and adhere, where applicable, to the obligations derived from these Rules for Participation. This provision shall also be deemed to apply to the reimbursement described in Clause 11 above, where applicable.

## 13

## Other obligations

## Obligations of the Beneficiary

**13.1** The Beneficiary, within the framework of the Call, will abide by the following obligations, without prejudice of other obligations established in these Rules of Participation:

- » Sign the Project Agreement.
- » **Use the funds** of the Valorisation Grant **to develop the Valorisation Plan**, always in accordance with these Rules for Participation and the Project Agreement.
- » **Exploit the Asset/s** in market conditions.
- » Refrain from entering into any agreements and/or undertaking any exploitations of the Asset/s and/or taking any other actions or inactions, which may hinder or prevent the compliance these Rules for Participation by the Beneficiary, the Co-Owner(s) of the Asset/s (if applicable), and their successors and assignees, including, but not limited to, any actions or inactions which would be incompatible with honouring the reimbursement and subscription rights foreseen in these Rules for Participation.
- » **Keep the LCF informed** about any exploitation of the Asset/s and provide the LCBF with any information and documentation needed so as **to enable LCF to exercise its reimbursement rights** and/or monitor the reimbursement, including, but not limited to, a copy of the Transfer agreements entered into with third parties and any accounting and supporting documents which may be reasonably requested by LCF for the aforementioned purpose (e.g., account books, details on royalties or other payments made by assignees or licensees, turnover and net sales information, etc.).
- » Inform LCF in case the **exploitation of the Asset/s** is to be carried out **by a Spin-off Company** and provide LCF with any information and documentation needed so as to enable the exercise of the subscription right foreseen in these Rules for Participation.
- » Inform LCF in case of receiving (actual or projected) additional funding for the Project from third parties.

- » For a period of five (5) years after the date when the Final Report is due, keep and make available to LCF all original documentation which may be required to justify the expenses incurred.
- » Manage the Valorisation Grant with due diligence, monitor the task carried out by the Project Leader and his/her team, and inform LCF on the progress and results achieved by the Project.
- » Provide the Project Leader with sufficient **scientific and administrative support** at the Centre to ensure the proper management and development of the Project.
- » Keep LCF informed about the link with the Project Leader.
- » Respect and comply with the **justification of the expenses** submitted within the development of the Valorisation Plan.
- » Comply with the internal regulations of the Beneficiary and with these Rules for Participation.
- » 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.
- » Indicate the support received from the Call through materials, publications, and dissemination activities developed within the framework of the Project.
- » Prepare the required periodic reports on the development of the Project with regards to the approved Valorisation Plan (progress reports).
- » Provide any information that LCBF may require in order to promote, publish, and/or disseminate 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.

## Obligations of the Project Leader

**13.2** The Project Leader, within the framework of the Call, will abide by the following obligations, without prejudice of other obligations established in these Rules of Participation:

- » Respect and comply with all obligations and duties pursuant to these Rules for Participation.
- » Attend at least 80% of the mandatory events scheduled in the Training.
- » Attend the scheduled meetings with the mentors and/or experts.
- » Use the entire amount of the Valorisation Grant to execute the Valorisation Plan, always in accordance with these Rules for Participation.

## Obligations of LCBF

**13.3** LCF, within the framework of the Call, will abide by the following obligations, without prejudice of other obligations established in these Rules of Participation:

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

## Complementary documentation for awarded Projects

**13.4** The Projects that receive the Valorisation Grant will be required to submit the following complementary **documentation before the signature of the Project Agreement**:

- » Keep and make available to LCF all documentation required in order to comply with the provisions outlined in regulations on preventing money laundering and financing terrorism, which includes:
  - Legal documents proving that the legal representative is entitled to act on behalf of the organization and copy of his/her ID, passport, residence permit or ID valid in the country of origin including a photograph.
  - Copy of the deeds evidencing the name, legal form, address and legal purpose of the Organization
  - Beneficial owner deed or certificate executed by the legal representative of the Organization including the full name, National Identity Card Number (DNI) and, optionally the positions, of the persons who directly or indirectly hold more than 25% of the voting rights of the Organization. If no one holds more than 25% of the voting rights, the full name, National Identity Card Number (DNI) and, optionally the position, of all the members of the Executive Board (for associations), members of the Board of Trustees (for foundations) and directors or members of the organization's governing body must be specified.

Regarding Consortium Partners, information detailing the members of the governing bodies may be required. The Organization Manager will be responsible for uploading such information in the system in the name of all Consortium Partners.

Complementary information and/or documentation may be required, especially for those organizations located in high risk countries pursuant to the list of high risk third countries identified by the European Commission at any given time and/or equivalent lists.

Checks against the international lists of sanctioned persons will be performed on the basis of international economic and financial sanctions imposed by the United Nations, the European Union, Spain and/or the U.S. Department of the Treasury's Office of Foreign Assets Control ("**Sanctions**").

Award of the Valorisation Grant and signature of the Project Agreement will be subject to successful verification of the requirements applicable in the field of prevention of money laundering and financing terrorism including successful verification via the above-mentioned checks against the list of sanctioned persons. This is mandatory for receiving the Valorisation Grant throughout the whole term of the Agreement.

- » Certificate from the Spanish Tax Agency or the equivalent tax authority that certifies that the Beneficiary fulfils its tax obligations.
- » Certificate of the Spanish Social Security or the equivalent authority that certifies that the Beneficiary fulfils its obligations in accordance with current labour regulations.

## 14

## Representations and Warranties

**14.1** 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 Call and carry out the obligations set out in these Rules for Participation.

**14.2** The Beneficiary and the Project Leader represent and warrant that:

- » These Rules for Participation are a legal and valid obligation which bind them and are enforceable in all of its terms and conditions.
- » The application, execution, and compliance do not contravene any contract, documents, or agreements, verbal or written, to which they are party or to which they are bound, nor do they infringe upon any laws or regulations of any courts, governmental or administrative entities, or any other body that has jurisdiction over them.

## 15

## Breach and Liability

## Breach

**15.1** 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, LCF 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.

**15.2** If after the aforementioned 30-day period no remedy has been provided, the LCF 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.

**15.3** Notwithstanding the foregoing, if LCF determines that the Beneficiary has not used the Valorisation Grant in accordance with the specified purposes contemplated in these Rules for Participation, the Beneficiary shall be obliged to return the Valorisation Grant in full, without prejudice to the compensation for damages to which LCF may be entitled. Likewise, if the justification of expenses of the Project were less than the amount of the Valorisation Grant received, the Beneficiary will be obligated to reimburse the amount corresponding to the part of the Valorisation Grant not justified.

## Liability

**15.4** The Beneficiary and the Project Leader will hold LCF and any entity of the Criteria Group harmless in relation to any costs, damages, and/or expenses (including reasonable legal fees) that may 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 LCF and CCR (and/or any other entity of the Criteria Group) for any costs, damages, and/or expenses (including reasonable attorneys' fees) resulting from the breach of the Beneficiary's obligation to use the amount of the Valorisation Grant.

## 16

### Duration

**16.1** The rights and obligations set out in these Rules for Participation shall start on the date the Beneficiary accepts and adheres thereto, which shall be deemed to occur upon submission of the application to the Call.

**16.2** Causes for early termination of these Rules of Participation are listed below:

- » Mutual written agreement between LCF and the Beneficiary.
- » Failure to comply with the duties regarding protection and maintenance of the Asset/s, as provided in section 9 above, effective upon LCF's notice of non-compliance, which may be remedied within the timeframe provided upon LCF's discretion.
- » Reimbursement of the Valorisation Grant to LCF, when applicable.
- » Sufficient evidence, to the entire satisfaction of LCF, of the following:
  - failure to implement the value development actions of the Valorisation Plan within the 24-month term granted to that end, unless such failure is attributable to the Beneficiary, in which case Sections 15 of these Rules for Participation shall apply; and/or
  - failure to implement the Valorisation Plan, including, without limitation, the exploitation of the Asset/s, unless such failure is attributable to the Beneficiary, in

which case Section **¡Error! No se encuentra el origen de la referencia.** of these Rules for Participation shall apply.

**16.3** Without prejudice to the above, the following sections shall be valid for 25 years following the termination of the Rules for Participation: Section **¡Error! No se encuentra el origen de la referencia.** (Intellectual property rights. Section 9 (Conservation and maintenance of the Asset/s), Section 11 (Reimbursement), Sections **¡Error! No se encuentra el origen de la referencia.**7 and **¡Error! No se encuentra el origen de la referencia.**8 (Confidentiality and Data Protection), Section **¡Error! No se encuentra el origen de la referencia.** (Publicity and Dissemination), and Section 20 (Miscellaneous).

## 17

## Confidentiality

**17.1** 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 awarded 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 Call.

**17.2** Any information and documentation exchanged within the framework (of the Call shall be considered confidential information (the “**Confidential Information**”). Notwithstanding the foregoing, LCBF shall be entitled to disclose certain information related to the Project, as provided in section **¡Error! No se encuentra el origen de la referencia.** of these Rules for Participation.

**17.3** LCF, the Promoters, the Beneficiary, and the Project Leader, as well as any other person attending any of the activities in the Call, shall undertake, unless prior authorisation in writing is received from the other parties, to:

- » keep the Confidential Information strictly confidential and not to disclose it to any Third Parties;
- » not use the Confidential Information for any purpose other than the development of the Project;
- » 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
- » return the Confidential Information without keeping any copies or summaries when the Call is terminated.

**17.4** The confidentiality obligations described in Section 0 above shall not be applied to the Confidential Information if:



- » 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;
- » the information is obtained without being subject to any confidentiality obligation; and
- » 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.

**17.5** The obligations and commitments set out here in Section **¡Error! No se encuentra el origen de la referencia.** 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 Call, including, but not limited to, the activities and events offered under the Accompaniment Programme.

## 18

## Data Protection

**18.1** The applicants authorize LCF 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 and to the extent necessary, including, but not limited to, the evaluation, selection and monitoring of the Projects. The applicants warrant to LCF that such information and documentation can be shared and used for these purposes.

**18.2** With regard to the identifying and/or professional information of individuals 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 0 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 data 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.

**18.3** Personal data will only be communicated if needed to comply with legal obligations. LCF 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](mailto:dpd@fundacionlacaixa.org). Data subjects are also entitled to lodge a complaint before the Spanish Data Protection Agency.

## Publicity

**19.1** LCBF will be entitled to disclose the results of the Beneficiary'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, the rest of the team involved in the Project and other Consortium Partners (if any), may be published through, without limitation, press releases, emails, brochures, and websites. For the avoidance of doubt, LCF will not be required in any case to pay any compensation to Beneficiary and/or the Project Leader and for the dissemination and publication of information about the Projects.

## Dissemination

**19.2** The Beneficiary shall promote the maximum dissemination of the Valorisation Grant, subject to previous agreement with LCF through the LCF Project Manager:

- » The Project Leader and the Beneficiary must, in due course, provide LCF with information regarding communication and dissemination actions, materials, events, and activities that they develop in relation to the Project during their participation in the Call, so that they may be duly notified and/or represented and can request changes and/or approval of brands and logotypes.
- » The party responsible shall make reference to the Valorisation Grant awarded by LCF (reference CODE and logo whenever possible) in the various actions, results and materials of communication and dissemination which are carried out in relation with the Project and the Valorisation Grant (e.g. e-mailings, letters, brochures, posters, advertisements, graphic material, pamphlets, apps, social networks, publications, reports, patents, licenses, scientific articles, etc.) and also in the acts and activities which are organized or in which the Beneficiary participates in relation with the Project (e.g. workshops, courses, interviews, press releases, project and/or results presentations, scientific congresses, etc., and all its support material).
- » The correct reference is *"The project leading to these rules has received funding and support from "la Caixa" Foundation, under the CaixaImpulse Grant <code reference>"*. LCBF will provide the specific code reference for each Project.

- » Selected Projects must also include a reference to EIT Health's support and EIT Health's logo in all communication materials.
- » The LCBF's and EIT Health's online channels to link or mention are:
  - Twitter: @FundlaCaixa and/or @CaixaCiencia (<https://twitter.com/CaixaCiencia>, <https://twitter.com/FundlaCaixa> )
  - Instagram: @fundlacaixa
  - Facebook: @obrasociallacaixa
  - LinkedIn: Fundación Bancaria "la Caixa"
- » The LCBF websites are:
  - <https://fundacionlacaixa.org/es/investigacion-salud>
  - [www.CaixaImpulse.com](http://www.CaixaImpulse.com)
- » Any dissemination of the results of the Project shall indicate that such dissemination only reflects the author's view and that the LCF is not responsible for the use that can be made of the information that it contains.

## Open Access and Open Data Policy

**19.3** The selected Projects must comply with the research results management and open access policy of the "la Caixa" Foundation", and for all results derived from this Project to be made available following the parameters described therein, except when justified circumstances exist. Research results management and Open access policy is available for consultation in the LCF website.

**19.4** In the event that **human genotype/phenotype data** were generated within the framework of the Project, they shall be deposited with priority in the European Genome-phenome Archive (EGA) <https://ega-archive.org/> or in a similar archive.

## Assignment

**20.1** The Beneficiary may not assign, subrogate, or delegate, totally or partially, the rights derived from the Valorisation Grant without the prior written consent of LCF.

## Business ethics

**20.2** 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 LCF harmless in the event of a claim.

**20.3** 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 national anti-corruption regulations (Criminal Code), the European Union, the OECD, and the European Council, and which may be applied to said activities. Likewise, all the Organizations and Team Members of the Project must follow the ethical principles and the highest standards of integrity in research and scientific best practices, as described in the Code of Conduct for the integrity of the research-ALLEA.

## Applicable Law and Jurisdiction

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

**20.5** Any controversy or dispute that may arise with regard to the interpretation or execution of these Rules for Participation shall be submitted to the exclusive jurisdiction of the Courts of the City of Barcelona. The Beneficiary and the Project Leader hereby waive any other jurisdiction that they may be entitled to.

The participation in the CaixaImpulse Validate Call entails the full acceptance of these Rules for Participation and the adherence to all terms and conditions included herein. Failure to meet deadlines or procedures established in these Rules for Participation will entail the disqualification of the Centres from the Call.

## Additional Information

LCF CaixaImpulse Validate Call website contains structured and additional information to these Rules for Participation (web page).

Applicants may also find a FAQ section and contact directly LCBF for further queries by using the following contact:

» [ci\\_info@fundaciolacaixa.org](mailto:ci_info@fundaciolacaixa.org)

## Glossary

- » “*Asset/s*” shall mean the protected or protectable results from scientific research and/or innovation activities.
- » “*Accompaniment Programme*” shall mean the non-financial support offered to the projects and described in section 7.9 and which includes the Training Programme, Mentoring Programme and Expert Advice Programme.
- » “*Beneficiary*” shall mean the entity that owns or co-owns the Asset(s) and whose main activity is located and/or registered in any Horizon Europe Region. The Beneficiary will be responsible for submitting the application form.
- » “*Call*” shall mean the CaixaImpulse Validate Call which aims to help selected projects to develop and assess their Valorisation and commercialisation and business plans, which includes training, mentoring activities, expert advice, and networking activities with industry, investors, and other relevant contacts.
- » “*Centres*” shall mean the universities and/or research centres applying to participate in the Call, as provided in Section 0 and 0.
- » “*Confidential Information*” shall mean the information content and the results of the Project as well as any other information and documentation exchanged within the framework of the Call with the limitations provided in Section 0.

- » "Co-owner" shall mean any legal or natural person who co-owns the Asset(s) together with the Beneficiary, and as the case may be, other co-owners.
- » "CaixaImpulse Programme Office" shall mean the team and resources from LCF devoted to the definition, coordination and execution of CaixaImpulse Programme.
- » "Consortium Partner" shall mean a member of a consortium in Projects in consortium according to Section 4.5.
- » "Expert Advice Programme" shall mean the expert advice offered to the Beneficiaries of the Call which is described in Section 7.15.
- » "Horizon EuropeRegions" shall mean the countries eligible to receive funding through Horizon 2020 grants as detailed at [https://ec.europa.eu/research/participants/data/ref/h2020/other/wp/2016-2017/annexes/h2020-wp1617-annex-a-countries-rules\\_en.pdf](https://ec.europa.eu/research/participants/data/ref/h2020/other/wp/2016-2017/annexes/h2020-wp1617-annex-a-countries-rules_en.pdf)
- » "LCF" shall mean "la Caixa" Foundation or *Fundación Bancaria "la Caixa"*, a non-profit entity organised as a banking foundation under the laws of Spain, with registered offices at Palma (Illes Balears), Plaza Weyler, 3, Palma 07001, Illes Balears, Spain.
- » "LCF Project Manager" shall be the person in charge of any management, operative or consultation throughout the duration of the Grant.
- » "Mentoring Programme" shall mean the mentoring offered to the Beneficiaries of the Call which is described in Section 7.12.
- » "Organization Manager": *person appointed by the Centre (or by the Partners to a consortium) to represent it, upload and manage its accreditative documentation, and accept the submission of Proposals on its behalf on the "la Caixa"'s Foundation calls management online system.*
- » "Project" shall mean projects from centres that wish to transfer Asset/s to the market and that require the validation and development of their value generation proposal to achieve that goal
- » "Project Agreement" shall mean the agreement to be entered into between LCF and the Beneficiary for the development of the Project receiving the Valorisation Grant, under which they will define the payment, follow-up, reporting, and reimbursement of specific terms and conditions, among others.
- » "Project Leader" shall mean the individual in charge of leading of the Project.
- » "Rules for Participation" shall mean these rules of participation of CaixaImpulse Validate Call.



- » *"Selection Panel"* shall mean the group formed by experts which will be in charge of the interviews carried out to the applicants of the Call, in accordance with Section 0.
- » *"Spin-off Company"* shall mean the company in which the Beneficiary participates as a shareholder for the development of the Project and/or the exploitation of the Asset/s.
- » *"Third Party Claim"* shall mean a claim filed by a third party for an alleged breach of a prior right.
- » *"Third Party Breach"* shall mean the breach or alleged breach of the rights protecting the Asset/s by third parties.
- » *"Training programme"* shall mean the structured training offered to the Beneficiaries of the Call which is described in Section 7.10.
- » *"Transfer"*: shall mean either the licensing of IP Rights on the Assets or the assignment of the Assets to a third party as provided in Section 10.1.
- » *"Transfer Team Representative"* shall mean the individual who can be part of the transfer office of the Beneficiary or the consortium Partner and who is directly involved in the Project.
- » *"Valorisation"* shall mean the process of value-creation out of knowledge by making this knowledge suitable and available for economic or social utilization and to translate this knowledge into high-potential products, services and process and industrial activity.
- » *"Valorisation Grant"* shall mean the grant, as defined in Section **¡Error! No se encuentra el origen de la referencia.**, awarded to the Beneficiary.

