Official Rules for "MATCHER - Open Innovation Program"

Introduction

MATCHER - Green Ed. is an International Open Innovation Program, promoted by ART-ER with the technical support of Deloitte - Officine Innovazione and dedicated to the scouting of innovative solutions from international start-ups / scale-ups responding to the needs highlighted by ER companies on the issues of the Green Deal.

MATCHER is co-funded by SIMPLER - Support Services to IMProve innovation and competitiveness of business - a project by the Enterprise Europe Network - funded by the European Union under the COSME Program.

The programme aims to engage top Regional companies/corporates and the most promising startups/scaleups in a matchmaking Program.

The present document states the rules that startups and scaleups need to follow to apply to participate in the program.

1. Definitions

In this document, the following words and expressions shall have the meanings hereby explained, unless the context requires otherwise:

"Application" or collectively	"Applications"
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The process for applying to participate in the **Program**

"ART-ER"

ART-ER is the Emilia Romagna Region consortium company limited by shares. incorporated under Italian law, with registered office in Bologna, via Piero Gobetti 101, VAT no. 03786281208 with the purpose of fostering the region's sustainable growth by innovation and developing knowledge. attractiveness and internationalization of the

regional system.

"Call"

The process used to recruit the Participants to the Program (startup and scaleup)

Challenges

The needs of the companies operating in the Emilia Romagna Region. These are the topics startups and scaleups shall cover with a

solution/technology when applying

"ER Corporates"

Companies operating in the Emilia Romagna Region that applied to participate in the program. These will be looking for a match with one or more startup/scaleup -according to the fit between the challenges identified and the solutions proposed by the participants

MATCHER Green Ed

MATCHER - Open Innovation Programme includes both Call and Program

"OI"

Deloitte Officine Innovazione S.r.I., a limited liability company, incorporated under Italian law, with registered office in Milan, Via Tortona 25, VAT no. 10230520966 that technically supports ART-ER in the Programme

"Participant" or collectively "Participants"

Italian or foreign startups or scaleups that will apply to MATCHER Green Deal Edition

"Project" or collectively "Projects"

Idea(s)/solution(s) that are submitted by the Participants through the Application form, to match a market need or a market problem as described in the Challenges

Startup and Scaleups

For the purposes of the present call: a **startup** is a company that is in the first stage of its operations developing a product or service for which it believes there is a demand. A **scaleup** (company) is a company who has an average annualized return of at least 20% in the past 3 years with at least 10 employees at the beginning of the period (OECD, 2007)

"Website" or "Platform"

The online platform (B2Match) where the Participants can submit the application, receive feedback by the ER Corporates submit feedback of the matchmaking calls

2. Program Objective

The Program aims at empowering innovation and the entrepreneurial ecosystem in accordance with the European Green Deal ambitions. The Program objective is to select startups and scaleups that can collaborate with one or more ER Corporates to improve their core business by decreasing their climatic impact, jointly create a solution that strengthens more sustainable businesses and potentially create new businesses for the future with focus on the green footprint. The joint work between the participant and the ER Corporate can thus be an application of a former's solution to the latter's business, or a co-creation of a new tailored solution.

The startups and scaleups will be admitted to the Program through the process described in the present document.

In order to participate in the Program, participants have to submit their Application on the official Website (hyperlink), by clicking on the "apply tab" and filling in all the mandatory information required. It is possible to apply anytime between the publication of the present document and November 30th, 2021 at 13.00 CET.

The Call is open to Projects with a particular focus on the following Challenges:

1. Green Materials:

- Materials for logistic & retail packaging;
- Materials for food packaging and accessories;
- Materials for waterproofing of dams;
- Materials for outdoor power equipment;
- Innovative and sustainable solutions for building flooring.

2. Digital process smart monitoring:

- IoT solutions for industrial machineries;
- IoT solutions for collective catering;
- Advanced sensors for water analysis;
- Carbon footprint live auditing solutions for dairy barns;
- BIM solutions for standardization of production process;

3. Greener Production and Technologies:

- Innovative predictive maintenance solutions;
- Innovative laying techniques for sloped surfaces;
- Autonomous navigation systems for outdoor and indoor power equipment;
- New surface coating technologies for oleodynamic applications;
- 3D printing technologies for industrial plants;
- New physical scanning technologies;
- Agro-energy technologies;
- Materials for very high pressure application;
- Innovative hydrogen and oxygen based solutions.

3. Who can apply

Italian and foreign startups and scaleups (see the above definition) which have developed solutions able to respond to the needs and the challenges highlighted at par. 2 of the document are eligible for this Call. With the term "foreign" are only intended those startups and scaleups registered in the countries which are members of the Enterprise Europe Network. These member countries are: Albania, Argentina, Armenia, Austria, Belarus, Belgium, Bosnia and Herzegovina, Brazil, Bulgaria, Cameroon, Canada, Chile, China, Croatia, Cyprus, Czechia, Denmark, Egypt, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Japan, Jordan, Kosovo, Latvia, Lithuania, Luxembourg, Malta, Mexico, Moldova, Montenegro, Netherlands, New Zealand, Nigeria, North Macedonia, Norway, Peru, Poland, Portugal, Qatar, Romania, Russia, Serbia, Singapore, Slovakia, Slovenia, South Korea, Spain, Sweden, Switzerland, Taiwan, Tunisia, Turkey, Ukraine, United Kingdom, Uruguay, Usa, Vietnam.

3.1. How to participate

Applications can be submitted from September 15th, 2021 to November 30th (13:00h, CET) 2021 through the online form available on <u>Matcher Green Deal edition's website</u>. To take part in the program, participants will be requested to expressly accept these Terms and Conditions.

Applications submitted via other channels will not be admitted.

Applications that are not complete with all the information required or that are submitted after 30th of November 2021 (13:00h, CET) will be excluded from the Call.

To complete the Application, Participants are asked to upload information about the company, about their innovative solutions, the industries and the sectors in its scope and about its business model.

Furthermore, participants will be asked to upload a pitching document that presents their business. Moreover, participants will be able to upload external links to their companies' activities, technologies as well as a presentation video of their company/solution.

For any difficulties in accessing the Website or completing the Application, participants will be able to ask for assistance from the staff, through the dedicated FAQ page (link) or writing to the help desk email: information@match-er.com.

4. Eligibility of the Projects

The eligibility of the Projects to participate in the Call will be assessed on the basis of the following criteria:

- Completeness of the application and consistency with the Challenges: applicants will need to provide all the information required by the application form, included complete documentation, and the connection of their solution (product or service) to the Challenges of the Program;
- Startup/scaleup maturity (Technology Readiness Level TRL): this information will need to be clearly stated in the application form (see point 6 of the Application Form).
 This will allow to respond to the TRL required by ER companies. Specifically, only Projects with a TRL higher or equal to 4 will be admitted to the Program.

In case some edit or modification by an applicant will be required, the MATCHER staff will contact the contact candidate. Modifications will be taken into account only until the call is open (deadline November 30th, at 13:00 CET).

5. Admission to the program

If the Participant meets the two criteria presented in par. 4 of the present document (see above), he or she will be admitted to the Program. The admission to the Program does not guarantee the possibility of meeting ER corporates. This possibility of scheduling a meeting will be given to ER corporates after they will have assessed the Participant's profile with all the information requested for the Application.

Therefore, the more complete the information will be, the higher the chances of each Participant to be selected by one or more ER companies for one or more matchmaking processes. Hence, it is mandatory to include in attachment to the Application Form the documentation requested.

ER corporates will assess the applications received and their completeness and clarity.

6. Admitted Project Notification

As soon as the application will be processed by the staff, the applicant will get a notification on the approval or the rejection. In case of approval, the applicant will be able to log into the platform, see all the details of the ER corporate profiles and their Challenges to understand if there could be potential matches.

7. Expression of interest and matchmaking

ER corporates will inspect the admitted Startups/Scaleups' profiles and assess whether the proposed solutions could be valuable to solve their expressed need (challenges). If the assessment will be positive, the ER Corporate will be interested in diving into a Participant's solution and the interest will be corresponded by the startup/scaleup, the ER Corporate will be able to schedule a matchmaking call (video/conference call). Please note, both startups/scaleups will be able to start a chat, but only ER corporates can send invitations for matchmaking calls. Participants can accept or reject meeting requests.

Participants and ER Corporates who want to explore possible collaborations can schedule one or more matchmaking calls for the entire duration of the present Call. During these meetings, Participants will be able to present their solution - explaining how they could solve the Challenge - and share any valuable information important to foster a collaboration. On the other side, ER Corporates could better explain their needs and objectives, providing all the details to understand whether there are grounds for continuing the dialogue. On the occasion of call admission, the staff will send to all Participants a guiding document to help address the matchmaking calls with ER Corporates.

All the interaction among Corporates and startups/scaleups (chat, matchmaking calls,...) must be done on the program's platform.

Matchmaking will be possible from the opening of the call until December 10th, 2021 EOB (end of business, CET). Thus, participants admitted to the program at its early stage will have more time to create potential matches with ER corporates, but Startups/Scaleups that apply close to the final part of the Call will still have time to set up matchmaking calls.

8. Matchmaking feedback

After each matchmaking call, Participants and ER Corporates are required to give a feedback by evaluating the matchmaking potential. In particular, they will be asked to fill a valuation form and to give a rating to the meeting. The questionnaire has the objective to evaluate the output of the meetings by collecting general information on the call, on the intentions to proceed with the collaboration and on the common actions agreed.

9. Participation in the Final Event

The Final Event, organized by ART-ER, will take place on December 16th.

During this event, the main results obtained by the matchings will be presented to the public. In particular, there will be three moments as described below (see the website pages related to these phases of the program: BIG.MATCH and FINAL.MATCH):

- Presentation of the Program main results and KPIs;
- Further occasion for open matchmaking and networking with the Innovation Ecosystem of Emilia Romagna Region.

The form of the event (virtual, physical or phygital) will depend on the evolution of the pandemic situation and will be defined between November and December. The exact agenda and structure of the event will be released during the Open Call.

10. Covid-19 and activities' digitalization

With exception for the Final Event, all the activities of the Program will be carried out digitally on the Platform. This is done to assure safety of all Participants and ER Corporates with respect to the pandemic situation of Covid-19, and to allow a streamlined way to foster matching collaborations among ER Corporates and the international ecosystem of Startups/Scaleups.

11. Guarantees and indemnity of the Participants

Each Participant represents and warrants that the Project:

- is an original work, on which the Participant has the relative rights of intellectual property and economic exploitation;
- determines no infringement of any third parties' intellectual property right, in particular, but with no limitation to: the Project does not contain any trademark, logo or other element protected by any third party intellectual and/or industrial property right or copyright, or that, where rights of third parties exist, the Participant has previously provided all the necessary authorizations and licenses from the relative holder;
- does not violate other rights of third parties including, inter alia, patents, industrial secrets, rights from contracts or licenses, rights of publicity or rights related to privacy, moral rights or any other right worth of protection;
- does not constitute the object of a contract with third parties;
- does not have a conflict of interest with, nor contain any defamatory content, representation, outrageous consideration or any other content that could damage the name, honor or reputation of ART-ER, the Emilia Romagna Region, the ER Corporates, and OI or any other person or company;
- does not contain any pornographic or sexual content, or content of a discriminatory nature in any way (specifically including discrimination based on race, sex, sexual orientation, religion and / or political beliefs of individuals or groups), nor content that promotes violence or injury to any living thing or any other offensive, obscene or inappropriate content;
- contains no threat or content intended to intimidate, harass, or mistreat a person's private life:
- does not constitute a violation of applicable laws and does not contain content that encourages unlawful conduct.

The Participants expressly declare for themselves and their assignees to indemnify and hold harmless ART-ER, the ER Corporates and OI from any claim, claim for damages or request for damages made by any third party, for the violation of one of the provisions included in the present article.

12. Intellectual property relating to the Project and confidentiality

The intellectual and industrial property of the Projects, as well as the Selected Project, is fully owned by the Participants. Each Participant assumes the responsibility for the protection of the inventive and/or original aspects of the Projects.

ART-ER and Officine Innovazione will keep the information regarding the Projects, as well as the Selected Project as confidential information. ART-ER and Officine Innovazione are allowed to share these information with the ER corporates who in turn will respect the confidentiality agreement.

13. General Conditions

ART-ER reserves the right to cancel, modify or suspend, in whole or in part and at any time, the Program, as well as any of its contents, appearance or selective criteria, or to select a number of Participants or Selected Projects lower than what initially intended, upon their sole discretion and upon notice on the Program's website. Should the suspension or exclusion from the Program be related to one or some Participants only, notice shall be given to them via e-mail.

ART-ER have the right, at any time, upon their sole discretion, to exclude from the Program any Participant which: a) attempts to tamper with the registration process or the operation of the Program; b) acts in violation of these Official Rules; c) behaves in an inappropriate, unsportsmanlike manner and contrary to the interest of a serene and correct development of the Program.

The Application of the Project, the selection and the Call award of Selected Projects do not represent an offer or contract of work with ART-ER and/or OI and/or the ER Corporates.

Each Participant undertakes not to make any claim, or to sue, institute or otherwise participate in any legal proceeding (also with respect to proceedings commenced by third parties), directly or indirectly, against ART-ER and/or OI.

14. Accuracy of the information

Participants shall ensure that all information, data and, more generally, any other material provided to ART-ER and OI in the Application and/or at any other stage of the Program, is accurate, correct, truthful and complete. Participants, therefore, assume the full and exclusive responsibility for any violation of the above declaration.

15. Duration

Unless otherwise provided in these Official Rules, the obligations included in the Official Rules will become effective upon presentation of the Application and will remain in force until the end of the Program.

16. Applicable law and jurisdiction

These Official Rules and any rights and obligations thereto are governed by Italian law. The Court of Bologna shall have exclusive jurisdiction over all disputes that may arise in relation to these Official Rules.

17. Privacy Information on personal data processing, as per art.13 and 14 of the European Reg. n. 679/2016

ART-ER Joint Stock Consortium Company informs you that, as per art.13 and 14 of the European Regulation 679/2016 that your personal data, acquired during project activities, will be subject to processing, based on principles of correctness, lawfulness, transparency and protection of confidentiality, in full respect of the current legislation on personal data protection.

17.1 Data Controller and Data Protection Officer

Data Controller for personal data mentioned in this privacy policy is ART-ER Joint Stock Consortium Company, based in Bologna Via Gobetti n. 101, info@art-er.it. Data Protection Officer for ART-ER Joint Stock Consortium Company is LEPIDA ScpA, that can be contacted at the following email address: dpo-team@lepida.it.

17.2 Data Processing Legal Basis and Scope

Personal data processing is brought into being in conformity with and by effect of art. 6 c.1 lett. a) UE Reg. 2016/679, prior consent. Personal data collected by the present online form, created on Platform B2Match, will be processed with the aim to carrying out activities meant to collect the availability to participate online information exchange between companies that require innovations and startups for the Program Open Innovation – MATCHER in the framework of the EUROPEAN PROJECT SIMPLER 20-21 Task SIMPL21-01 - SIMPL21-02 - SIMPL21-04, of which ART-ER is Partner, and to update and inform users on how to participate. Data provision is **voluntary** and can be revoked at any time. However, it should be noted that revoking the consent will not undermine the legitimacy of any previous processing activity brought into being. It is pointed out that refusal to provide personal data will prevent participation to the events.

Moreover, it is hereby required consent to send communications to the email address provided by the interested party, with regards to activities and projects realized by ART-ER. The aforementioned processing is also voluntary and is brought into being upon acquiring consent of the interested party, pursuant to and for the purposes of art. 6 c.1 lett. a) EU Reg. 2016/679

17.3 Personal data processing modes and recipients

ART-ER Joint Stock Consortium Company, in accordance with what is prescribed by Art. 32 UE Reg 2016/679 and by "Guidelines for the governance of IT regional system" has adopted adequate technical and organizational measures, suitable to grant security and confidentiality of personal data processed.

Personal data can be communicated only in accordance with the scopes listed in the present privacy information, to third-party companies or professionals, appointed as Data Supervisor pursuant to and for the purposes of Art. 28 Reg.UE 2016/679 or in their capacity as persons in charge of data processing, which Data Controller makes use of to collect and process information to perform project activities, among which **Deloitte - Officine Innovazione.**

Data Supervisors list is available, upon a request to the Data Controller. Personal data will not be transferred to third countries (Extra EU).

17.4 Duration of data processing

Personal data will be retained on **B2MATCH** IT systems only for the duration necessary to achieve the purposes underlying the data processing itself.

17.5 Interested party Rights

In accordance with what is established by art.15 and followings of EU Reg.2016/679, at any time, you will have the right towards the Data Controller to: access to your personal data and to obtain copy [access right]; to obtain correction of your data when resulting inaccurate, or to obtain integration of your data when resulting incomplete [right to rectification]; to obtain cancellation of your data in cases foreseen by art. 17 Reg.Ue 2016/679 [right to cancellation]; to obtain limitation of data processing in cases foreseen by art. 18 Reg. Ue 2016/679; [right to limitation]; to receive in a structured format, of common use and readable, by an automatic device, personal data concerning you and to request transmission to another Data Controller [Right to data portability] to object at any time to processing of your personal data [right of opposition].

In order to exercise your rights, you are invited to contact:

Data Controller: ART-ER Joint Stock Consortium Company., Head Office c/o CNR – Area della Ricerca di Bologna Via P. Gobetti, 101 – 40129 Bologna, mail privacy@art-er.it, or to contact ART-ER DPO at the e-mail address: dpo-team@lepida.it.

It is pointed out that before supplying or changing any information, it could be necessary to verify the interested party identity.

17.6 Complaint Right

Finally, you are reminded that If you think that processing of your personal data is performed in breach of the provisions of what is established by Reg. UE 2016/679, you have the right to make a complaint to the 'Autorità Garante per la protezione dei dati personali, (Personal Data Protection Authority) as per art. 77 Reg.UE 2016/679, or start legal proceedings at the competent courts, as per art. 79 Reg.UE 2016/679.

18. Changes to the T&C

Any change to this T&C, included changes to dates, deadlines, timings, any participation/admission criteria etc will be included on the website.

19. Contact details & Person in charge of the procedure

The person in charge of the procedure is Ms. Maria Gabriella Gualandi.

Contacts: information@match-er.com.