

ENCUBATOR

REGULATIONS

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## ARTICLE 1 - Definition

Encubator (hereinafter also just the “Programme” or “Acceleration Programme”) is the Business Acceleration Programme promoted by the Milan Monza Brianza Lodi Chamber of Commerce and the Politecnico di Milano, as part of the 2020-2023 Collaboration Agreement *“An Alliance for local startups”* between the Milan Monza Brianza Lodi Chamber of Commerce and the Politecnico di Milano.

The Politecnico di Milano has identified, as part of the aforementioned Agreement, PoliHub Innovation Park & Startup Accelerator as a highly qualified entity for the implementation of the Acceleration Programme.

Chamber of Commerce of Milan Monza Brianza Lodi, Politecnico di Milano and PoliHub (hereinafter each, individually, “Chamber of Commerce”, “Politecnico” and “PoliHub” and jointly also just the “Organizers”), in implementing the Programme, have the objective of supporting the development of innovative projects that implement technological solutions, respond to new climatic challenges and impact the economic and entrepreneurial fabric, thanks to solutions and business ideas in compliance with the 2030 Sustainability Goals (SDGs).

These Regulations are valid and effective for the first 2022 edition of the Programme; any changes and/or additions adopted by the Organizers shall be notified immediately by publishing the updated Regulations on the Encubator website <https://startupencubator.com/>, PoliHub website <https://www.polihub.it/it/> and the website of the Chamber of Commerce <https://www.milomb.camcom.it/startup-encubator>.

## ARTICLE 2 - Purpose

With this Programme, the Organizers intend to:

- Support the creation of new startups that develop technological solutions, capable of responding concretely to issues of sustainability and the energy transition, through the Acceleration Programme aimed at supporting their growth, with specialized services and skills, for market launch.
- Support and help startups to access the market and attract investments, also through the improvement of the Technology Readiness Level (TRL)<sup>1</sup> of products, services and processes.

## ARTICLE 3 - Intended beneficiaries

The 2022 first edition of the Encubator programme is **intended for spinoffs from universities or from Italian, European and international research centres and early stage startups** already established as a corporation or not yet established as a corporation (hereinafter also just the “Applicant Teams”).

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<sup>1</sup> Technology Readiness Level refers to the degree of maturity of a technology, referring to the scale of values developed by NASA "[https://www.nasa.gov/topics/aeronautics/features/trl\\_demystified.html](https://www.nasa.gov/topics/aeronautics/features/trl_demystified.html)".

The Applicant Teams must submit projects that have already reached a technology readiness level (TRL) of at least 4 (technology validated in the laboratory) or 5 (technology validated in industry) that offer innovative and technological solutions in the following areas: Power Generation, Energy Distribution & Storage, Energy Efficiency & Management, Smart Mobility & Infrastructure, Chemicals & Advanced Materials, Sustainable Manufacturing, Green Buildings, Agriculture & Food Production, Water Management, Circular Economy & Waste, Smartcities, Sustainable Tourism (hereinafter also just “Projects” or individually “Project”).

The Programme will give preference in applications to Projects that already have a patentable technology (or already in the process of being patented).

The Organizers reserve the right to select up to a maximum of 10 (ten) startups for direct access to the Encubator Semifinal (as defined in Article 8 of these Regulations) among the candidates for the PNI 2022 (National Innovation Award; hereinafter also just “PNI”) which propose Cleantech and Sustainability solutions (hereinafter also included in the definition of “Projects”).<sup>2</sup>

#### ARTICLE 4 - The Encubator Acceleration Program

The Programme shall involve the implementation of an acceleration path lasting 4 (four) months, aimed at supporting the growth of the Projects, with specialized services and skills, for market launch.

In particular, the Programme will allow the Winning Teams<sup>3</sup> to develop the proposed solution from both an entrepreneurial and technological perspective, through a growth plan with which the individual Winning Teams will consolidate the proposed Projects, with particular reference to: definition of the market, prototyping and product development, definition of the business model, definition of the roadmap of business and technical development, access to finance.

The Programme shall be managed and co-financed by PoliHub, the Innovation Park & Startup Accelerator of the Politecnico di Milano, managed by the Fondazione Politecnico di Milano which aims to promote the growth of new deep tech startups, i.e. startups that present innovations based on substantial scientific progress, capable of developing high tech products and services that generate enormous economic value and have a significant impact on the environment and society.

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<sup>2</sup> The Organizers reserve the right to admit up to a maximum of 10 (ten) startup candidates for the PNI 2022 to the semifinal of Encubator on the basis of their high development potential and as they have already been validated and selected in previous regional competitions. The selection criteria used by the Organizers for these startups are the same criteria indicated in Art. 8 of these Regulations.

<sup>3</sup> For the definition of Winning Teams, please refer to page 4 in this article.

PoliHub will also offer access to a network of founders, mentors, subject matter experts and investors from the business world, belonging to the areas indicated in Art. 3 of these Regulations.

The activities and participation in the Acceleration Programme and related initiatives may be carried out both in person and remotely, also taking into account the evolution of the current COVID-19 regulations.

Programme partner companies and/or organizations may make specific initiatives available to the Projects in combination with Encubator, including, for example: training activities on specific verticals of interest, corporate mentorship, POC development in the company, etc., with the aim of enhancing potential in favour of the Projects (hereinafter also referred to as “Partners”).

Admission to the Encubator acceleration programme is neither exchangeable nor convertible; the Applicant Teams may not request the exchange of admission in any form whatsoever.

During the Acceleration Programme, the Chamber of Commerce and the Programme Partners shall receive support in their interaction with the Applicant Teams in order to develop collaborations and joint technology and/or business development initiatives. Projects that capture the themes of strategic interest proposed by the Programme Partners, and that are selected by them, may receive additional development support services. The Applicant Teams undertake henceforth not to negotiate agreements or collaborate with competitor companies of any of the Partners for the duration of the Encubator Acceleration Programme.

The Acceleration Programme shall begin by the end by January 2023 and shall be concluded by the end of May 2023. The exact start and end dates of the Programme shall be communicated by PoliHub to the winning Applicant Teams following the Project evaluation and selection phases (hereinafter also only the “Winning Teams” or individually “Winning Team”).

#### **ARTICLE 5 - Grant application conditions and requirements**

To apply for the Grant, all **Winning Teams**, if **not established as a company at the time of the declaring the winners<sup>4</sup>**, must sign the following documents, which will be sent to them by PoliHub:

- Undertaking to accept the Grant, including participation in the Encubator Acceleration Programme (‘Form A’).
- Undertaking to establish a company in the form of a corporation, with the Business Register of the Milan Monza Brianza Lodi Chamber of Commerce, no later than 6 (six) months from the date of

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<sup>4</sup> For the definition of declaring the winners, see Article 8, page 9.

signing Form A and to keep it active for at least 3 (three) years from the date of registration<sup>5</sup> ('Form B').

To apply for the Grant, all **Winning Teams already established as a company at the time of the declaring the winners** must sign the following documents, which will be sent to them by PoliHub:

- Undertaking to accept the Grant, including participation in the Encubator Acceleration Programme ('Form A').
- Undertaking to open a local branch with the Business Register of the Milan Monza Brianza Lodi Chamber of Commerce, if not already existing ('Form C').
- Undertaking to sign the 'Services Contract' with PoliHub.

In addition, in order to receive the Grant, all the winning companies must meet the following requirements at the time of the award:

- they must be active companies, duly registered with the Business Register.
- they must not be in the conditions outlined by the recent regulations on bankruptcy procedures or in voluntary liquidation.
- they must be up to date with the payment of worker social security contributions, as certified by the online contribution payment certificate (DURC).
- they must be up to date with the payment of annual fees<sup>6</sup>.
- they must not hold ongoing provider agreements with the Chamber of Commerce or with the Politecnico di Milano, pursuant to Art. 4, paragraph 6, of Decree Law 95 of 6 July 2012, converted into Law 135 of 7 August 2012, nor with PoliHub and/or Programme Partners.

## ARTICLE 6 - Encubator Grants and Special Encubator Grants

The Organizers and Partners of the Programme make available Grants to cover part of the cost of the Acceleration Programme, co-financed by PoliHub, and to cover the costs of developing the project, as detailed below:

- **Grant Encubator**, made available by the Chamber of Commerce, for a total of EUR 200,000 (two

<sup>5</sup> If the winning team intends to register the company's registered office with the Business Register of another province, it undertakes to register a local branch with at the Business Register of Milan Monza Brianza Lodi, no later than 6 (six) months from the date of signing Form B and to keep it active for at least 3 (three) years from the date of registration. In order to facilitate the process of opening a local branch in the district of the Chamber of Commerce of Milan Monza Brianza Lodi, PoliHub makes available its own spaces to the Winning Teams on favorable terms.

<sup>6</sup> If, following the checks carried out by the Chamber of Commerce, a company is found not to be up to date with the payment of the annual fees, it must pay the fees due within 7 calendar days of the reminder, under penalty of not being awarded the Grant.

hundred thousand euro) divided into five contributions of EUR 40,000 (forty thousand euro) for each Winning Team. The Chamber of Commerce shall transfer the aforementioned resources to the Politecnico di Milano, which shall distribute them to the Winning Teams.

- **Special Grant Encubator**, made available by the Programme Partners, whose unit value for the 2022 edition shall be EUR 40,000 (forty thousand euro), with an overall value of the endowment that will be defined on the basis of the allocation approved by the Partners themselves. The Partners shall transfer the aforementioned resources to the PoliHub, which shall distribute them to the Winning Teams.

At least one of the Grants or Special Grants shall be reserved for one of the Projects from PNI 2022 and admitted by the Organizers to the Encubator semifinal, as specified in Article 3 of these Regulations.

The Grant Encubators made available by the Chamber of Commerce and the Special Grant Encubators made available by the Programme Partners (hereinafter jointly referred to as “Grants”) shall be assigned to the Winning Teams in a single payment. The Winning Teams must use the financial resources as indicated below:

- A share of the Grant Encubator and the Special Grant Encubator, of EUR 15,000 (fifteen thousand euro), must be used by the single Winning Team to join the Encubator Acceleration Programme, managed and co-financed by PoliHub, in order to support the Project and the Winning Team in the various stages of growth. In the event that the Winning Team is already constituted at the time of the award, the use of the share of the Grant referred to above is subject to drawing up of a ‘Service Contract’ (referred to in Art. 5 above) between the Winning Team and PoliHub.
- The remaining amount of the Grant, of EUR 25,000 (twenty five thousand euro), must be used for the development of the Project and shall be issued in a single payment (as specified below in Art. 7).

Grants cannot be combined with the Special Grants made available by Programme Partners. It is not compulsory for the Winning Teams to take a Grant, but a choice at their discretion.

If the Winning Teams do not accept the Grant or the Special Grant, it shall be returned to the pool made available to the remaining Applicant Teams.

#### **ARTICLE 7 - Grant disbursement and reporting**

The disbursement of the Grant to the Winning Teams, is made in a single payment with the application of

the withholding tax of 4% (four percent) pursuant to Art. 28, paragraph 2 of Presidential Decree 600/73 and shall be subject to:

- Fulfilment by the Winning Teams of the provisions of Art. 5 of these Regulations<sup>7</sup>.
- Confirmation sent to PoliHub of the constitution of a corporation<sup>8</sup> by the Winning Team and the details of the business bank account held by the company.
- Definition of a Development Plan and an Expense Plan (Development Plan and Expense Plan hereinafter jointly referred to as “Plans”), approved by PoliHub, which shall be coordinated with the Chamber of Commerce.

The Plans must comply with the terms described below:

- The Development Plan must highlight the milestones in the technological and business advancement of the Project (for example: implementation of POC, improve the TRL, technological validation, hiring of special Project personnel).  
PoliHub shall support the Winning Teams in implementing the Development Plan and improving the Technology Readiness Level (TRL) by monitoring its progress in a coordinated manner with the Chamber of Commerce and the Programme Partners.
- The Expense Plan must include expenses for: supporting the development/validation of technology or innovation beyond the laboratory size, or improving the TRL; creation of prototypes and Proof of Concept (POC); experimental tests/experimental implementation in the field; purchase of materials, services and external specialist consultancy; hiring staff, employees or freelance, dedicated to the development of the Project.

Only expenses directly related to the Project are eligible, with the exclusion of transport, board and lodging and general expenses incurred by the companies receiving the Grants. Expenses for goods and services supplied by shareholders and/or subsidiaries and/or associated companies and/or with substantially identical ownership structures are also excluded, as well as expenses for compliance with legal obligations.

All expenses, including the fee for the Encubator Acceleration Programme, operated and co-financed by PoliHub, are understood to be net of VAT, which does not fall within the admitted expenses except in the case in which the Winning Team of the Grant actually and effectively bears the cost of VAT without the possibility of recovery.

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<sup>7</sup> The Organizers reserve the unquestionable right to evaluate any situations that could delay the time for setting up or opening a local branch.

<sup>8</sup> Following the confirmation sent by the Winning Team, the Chamber of Commerce shall check the actual constitution in the Business Register or the opening of a local branch.

The individual cost items must be clearly deduced from the cost estimates, drawn up in euro.

The Winning Teams shall be provided, by PoliHub, with the operating instructions for the transmission of the Grant report. In particular, for the purposes of the correct analysis of eligibility of expenses, the following documentation must be sent to PoliHub:

- Declaration in lieu of affidavit referred to in Art. 47 Presidential Decree 445/2000 (which will be sent to the Winning Teams by PoliHub) digitally signed by the legal representative of the newly established company, indicating the references of the invoices and other expense documents relating to the activities and/or investments made, with all the data for their correct identification with respect to the next point.
- Copy of invoices and other expense documents duly receipted with attestation of their conformity to the original.
- Copy of payments made exclusively through tracked and verifiable bank transactions (bank transfer, cheque, bank order, etc.).

The Organizers shall be entitled to ask the Winning Team for all the additional documents deemed necessary for a correct examination of the report produced; should the Winning Team fail to provide such additional material within 30 (thirty) days from receipt of the relative request, the Grant shall have to be returned.

The Grants shall be disbursed to the Winning Teams within 30 (thirty) calendar days following notification by the Organizers to the Winning Teams that they meet all the requirements and conditions referred to in this article and as specified in Article 5 of these Regulations.

Should it be found ex post that a Winning Team fails to meet the aforementioned requirements, the Grant shall not be disbursed.

The Grant must be used within 12 (twelve) months from the time of actual disbursement.

#### **ARTICLE 8- Participation procedure and stages of the selection procedure**

You can submit your Project by filling in an online form, available at <https://startupencubator.com/>, no later than 31 October 2022, 11.59 pm CEST.

There will be 5 (five) Winning Teams of the Grant Encubator.



The number of Winning Teams of the Special Grant Encubator shall be defined based on Grants made available by the Programme Partners, which will be shown on the Encubator website (Link) and of the Chamber of Commerce website (Link).

### **Selection stages**

The Programme has three selection phases:

- **The first evaluation stage** (hereinafter also “**Stage 1**”) shall be performed by a Selection Committee, appointed by the Chamber of Commerce, the members of which shall include by right up to three representatives of the Politecnico, Chamber of Commerce and PoliHub and up to two representatives of the Partners and Sponsors of the Programme (hereinafter also “**Committee**”).
- **The second selection stage** (hereinafter also “**Semifinal**”) will be carried out by the aforementioned Committee, which will identify the Projects that will enter the final phase.
- **The third and final selection stage** (hereinafter also only “**Final**”) during which the Winning Teams shall be selected by an Institutional Jury, appointed by the Chamber of Commerce, consisting of a maximum of three representatives of the Politecnico di Milano and PoliHub (combined), two representatives of the Chamber of Commerce, and a maximum of two representatives for each of the Partners and Sponsors of the Programme, as well as by various experts from the world of industry, venture capital and the protection of Intellectual Property, identified by the Politecnico, PoliHub and Chamber of Commerce (hereinafter collectively even just “**Jury**”).

The Committee and the Jury shall perform their functions in full autonomy and discretion, in compliance with the rules of confidentiality, privacy and the provisions of these Regulations.

The work of the Committee and the Jury, which shall operate within the scope of their expertise, is confidential and the decisions to select the Winning Teams are final.

### **The composition of the Committee and the Jury shall be published on the Encubator website**

<https://startupencubator.com/> and on the Chamber of Commerce website

<https://www.milomb.camcom.it/startup-encubator> at least one week in advance of each selection stage.

### **Stage 1: Selection of Projects admitted to the Semifinal**

During this stage, the Committee shall select, at its sole discretion, up to a maximum of 20 (twenty) Projects to be admitted to the Semifinal, based on the evaluation of the documents attached by the Applicant Teams in their applications.

The criteria that shall be used by the Committee for the evaluation of the Projects are:

- Originality and innovativeness of the proposals
- Technical feasibility
- Economic and financial sustainability of the Project, also with respect to the current and potential reference market
- Team: technical and business skills and experience held
- Quality and completeness of documentation

(hereinafter also collectively just “**Criteria**”).

Before starting the Project evaluation procedure, the Committee may identify, in compliance with the evaluation Criteria indicated, further sub-criteria in order to assess the Project in greater detail.

The Committee may request from the Applicant Teams all the additional documents deemed necessary for their complete evaluation of the Projects, specifying that the failure to provide such additional material within 7 (seven) calendar days from receipt of the relative request shall result in exclusion from the Programme. Any request for additional documents shall be sent to the e-mail address indicated in the application by the Applicant Teams.

In addition to the Projects selected by the Committee, up to 10 (ten) of the Projects admitted to the final of the PNI 2022 shall be admitted to the Semifinal, as specified in Article 3 of these Regulations.

Up to a maximum of 30 (thirty) Projects shall be admitted to the Semifinal.

Each Applicant Team admitted to the Semifinal shall receive notification from PoliHub via e-mail sent to the address indicated in the application together with the participation procedure.

### **Semifinal**

The Applicant Teams admitted to the Semifinal shall present their project to the Committee by means of a pitch, which will be organized remotely via videoconference. The organization details shall be sent with the notification indicated above.

The Committee, at its sole discretion, shall select up to 15 (fifteen) Projects for the Final, on the basis of the criteria defined for Stage 1 evaluation and set out above.

Each Applicant Team admitted to the Final shall receive notification from PoliHub via e-mail sent to the address indicated in the application together with the participation procedure.

### **Final**

During this stage, the Applicant Teams admitted to the Final shall present their Project to the Jury, in person, by means of a 3 (three) minute pitch, followed by 7 (seven) minutes of Q&A by the members of the Jury. The location in which the Final will take place shall be communicated in advance by the Organizers via e-mail sent to the address indicated in the application by the Applicant Teams.

In the event of the impossibility of organizing the assessment session in person, taking into account the evolution of the COVID-19 regulations in force, PoliHub shall send the Applicant Teams instructions for carrying out the session online and shall post the relative information on the Accelerator Programme website.

The Jury shall evaluate the Projects on the basis of the pitch and, in full autonomy and discretion and according to the criteria used by the Committee and indicated above, shall identify the Winning Teams entitled to the Grants outlined in these Regulations.

The Applicant Teams expressly agree and declare that they raise no objections to the composition of the Jury, the decision-making process and the decisions taken by this body, which must be considered final, as specified above.

The <sup>9</sup>Winning Teams shall be declared by the end of January 2023.

At the end of the selection stage, the Jury shall approve the final ranking. The organizers reserve the right to move the award down the ranking, in the case of withdrawal and/or in the case of failure to meet the requirements for disbursement of the Grant, verified ex post.

#### **Programme schedule**

- Applications open: 15 September 2022
- Deadline for submitting applications: 31 October 2022
- Selection of Projects admitted to the Semifinal: by 2 December 2022
- Semifinal: by 16 December 2022
- Final: by 12 January 2023
- Launch of Encubator Acceleration Programme: by 31 January 2023.

#### **ARTICLE 9 - Intellectual property**

Each Applicant Team expressly declares that each prototype, idea, Project or part thereof presented as part of the Programme is original and does not violate in any way, in whole or in part, the intellectual property rights of third parties, undertaking to indemnify the Partners and all parties involved in any capacity in the Programme against any liability, claim for damages and/or compensation that may be advanced by any

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<sup>9</sup>At the time of declaration, the Winning Teams shall also be published on the Encubator website and on the Chamber of Commerce website.

third party to this effect. The intellectual property rights inherent in the concepts developed and/or the proposals submitted by the Applicant Teams shall continue to be held by the same Applicant Teams, which shall be fully responsible for the protection of these rights through the legal means available (registration, filing the patent application, etc.). The members of the Committee and the Jury shall sign confidentiality agreements to guarantee the confidentiality of the Projects. The Partners and in any case all parties involved in any capacity in the Programme shall bear no responsibility in any disputes that may arise regarding the originality and authorship of the Projects, or parts thereof, due to possible limitations by third parties of the same Projects.

#### **ARTICLE 10 - Obligations, forfeiture, revocation and withdrawal**

The Winning Teams are obliged, under penalty of total or partial forfeiture of the Grant, to:

- Respect the obligations established by these Regulations and by the resulting acts.
- Provide, within the times and in the manner established by these Regulations and the resulting acts, all documentation and information that may be requested.
- Keep all technical, administrative and accounting documentation in relation to the Grant for a period of 5 (five) years from the date of disbursement.

The Grant awarded in implementation of these Regulations is subject to forfeiture in the following cases:

- Ascertained submission of untruthful declarations and information, both in relation to meeting the requirements indicated in these Regulations and during the implementation of the Plans and the reporting on the Grant.
- Failure to comply with the obligations established by these Regulations and by the resulting acts, or in the event that the Project reported and undertaken is inconsistent, in terms of content and results achieved, with the winning Project.
- The Applicant Team waives the Grant or withdraws from implementing its winning Project.

#### **ARTICLE 11 - Guarantees and Indemnities**

The Applicant Teams participating in the Programme guarantee that the content submitted:

- Does not contain material that infringes the rights, positions or claims of third parties (with reference to copyright and industrial property law and other applicable laws or regulations)
- Does not contain material that is unlawful, prohibited by law or contrary to these Regulations.
- Can be freely and legitimately used in compliance with the provisions of these Regulations, insofar as the Applicant Team is the owner of the rights of use of such content, or insofar as it has acquired the use of the same from all the rightholders, having fully complied with and/or satisfied the rights, also of an economic nature, due to the authors of the content and/or works from which such content is derived and/or extracted, i.e. to other rightholders, or due for the use of connected rights pursuant to the law.

The Applicant Teams declare that they are aware that they bear sole and exclusive responsibility, including criminal liability, for the content of the Projects, for the purpose of participating in the Programme governed by these regulations, and that they hereby indemnify the Organizers against any third party claims.

The members of the Committee and the Jury shall bear no responsibility whatsoever for any disputes that may arise concerning the originality and authorship of the Project, parts thereof or any limitations on the Project by third parties.

#### **ARTICLE 12 - Inspections and controls**

The Organizers reserve the right to carry out, in the manner defined by them, all the checks and inspections necessary to ascertain the effective implementation of the actions for which the Grant is awarded and compliance with the conditions and requirements envisaged by the Programme.

#### **ARTICLE 13 - Personal data processing**

The privacy policy pursuant to Article 14 of Regulation (EU) 2016/679 is available on the Encubator website <https://startupencubator.com/> and on the website of the Chamber of Commerce <https://www.milomb.camcom.it/startup-encubator>

#### **ARTICLE 14 - Publication, information and contacts**

The Encubator Programme is published on the Encubator website <https://startupencubator.com/> and the Chamber of Commerce website <https://www.milomb.camcom.it/startup-encubator>.

For further information on the Programme or technical support for online procedures, please contact PoliHub at [info@startupencubator.com](mailto:info@startupencubator.com).