

CaixaImpulse

Health Innovation Call 2024

Rules of participation

A 3D medical illustration showing a hand holding a futuristic, multi-colored device. The device has a blue circular component at the top, a pink textured section, and a blue handle. The hand is rendered in a light blue, semi-transparent style. The background is a soft, light blue gradient with faint, glowing lines suggesting a digital or scientific environment.

Table of contents

Table of contents	2
Executive summary	4
Glossary	7
Rules of participation	11
1. Aims and framework of the Programme	11
2. Target and general requirements	12
ELIGIBLE PROJECTS.....	12
APPLICANT INSTITUTION.....	13
PROJECT LEADER	13
LINKED THIRD PARTY.....	14
3. Evaluation process	14
4. Application process and calendar	16
5. Calendar	17
6. Programme itinerary: evaluation details and support per stage	18
<i>Stage 1</i>	18
ELIGIBILITY	18
EVALUATION CRITERIA.....	18
PROJECT SUPPORT	18
<i>Stage 2</i>	19
ELIGIBILITY	19
EVALUATION CRITERIA.....	19
PROJECT SUPPORT	20
<i>Stage 3</i>	20
ELIGIBILITY	20
EVALUATION CRITERIA.....	20
PROJECT SUPPORT	21
7. Progression through the Stages. Evaluation checkpoint	22
8. Eligible costs and payment	23
9. Project follow-up	25

Additional information	25
Other applicable terms and conditions.....	26
10. IP Rights, asset protection and maintenance.....	26
11. Exploitation	27
12. Reimbursement.....	27
NON-REIMBURSEMENT.....	28
COMPATIBILITY WITH CAIXARESEARCH OR CAIXAIMPULSE VALIDATE CALLS.....	28
13. Subscription right	29
14. Other obligations.....	29
15. Representations and warranties.....	31
16. Breach and liability.....	31
17. Duration	32
18. Confidentiality.....	32
19. Data protection	33
20. Publicity and dissemination	34
21. Miscellaneous.....	36
22. Acceptance of conditions.....	36
Annex 1.....	37

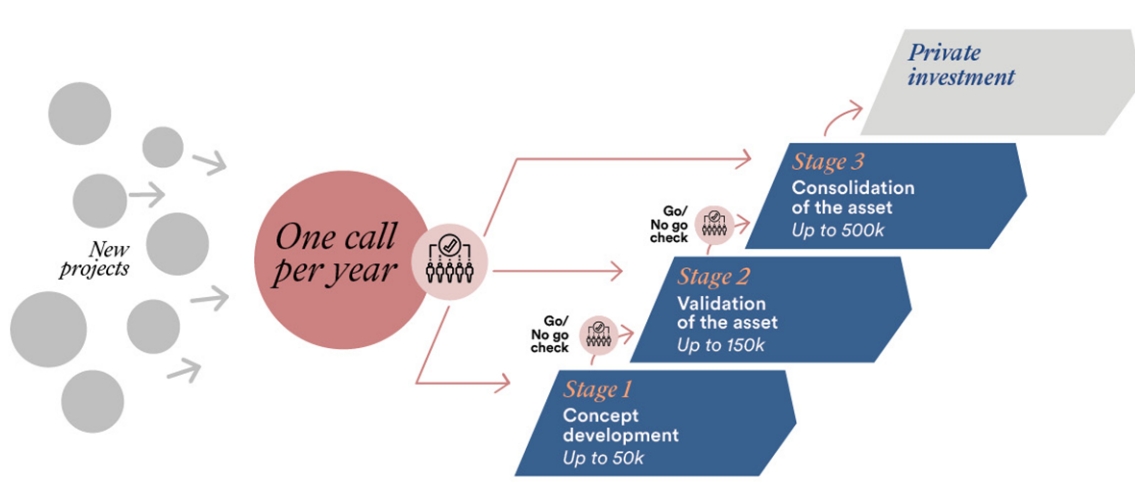
DOCUMENT VERSION: CI24-01.01

Executive summary

The "la Caixa" Foundation (hereinafter "**LCF**") is supporting the Iberian ecosystem of biomedical innovation by helping to successfully transfer scientific knowledge to society through products, services, devices and businesses.

Through the CaixaImpulse Innovation Programme (hereinafter, the "**Programme**"), LCF aims to tackle the so-called "valley of death" of the innovation process: the lack of financial support between early-phase (mainly public grants) and late-phase (mainly private investment) transfer stages. Furthermore, LCF detects a need to equip entrepreneurial researchers with an adequate set of skills and understanding of the innovation process, which is why the Programme puts a lot of emphasis on non-financial support through supporting activities and access to expert advice.

Since the creation of the first programme in 2015, the Iberian innovation ecosystem has flourished and the needs of entrepreneurial researchers have evolved. In this learning process, CaixaImpulse Innovation has reinvented itself to take on a new form: from the original CaixaImpulse calls to a single Programme that offers a longer, more focused and more tailored support process. The Programme will support biomedical research projects and entrepreneurial researchers at different stages of development of their innovation projects, from valorisation needs to preparation for commercialisation and licensing.



The Programme will open once a year for any Project led by Spanish and Portuguese public or non-profit legal entities (universities, research centres, hospitals) that own or co-own Assets derived from their research activity. Eligible Proposals must be from the life sciences field, in the **Scientific Areas** of the European Research Council Peer Review Evaluation Panels that are detailed in Annex 1.

Within the Scientific Areas defined above, the Asset/s must belong to one of the following **Business Areas**:

- » therapeutics
- » medical devices
- » diagnostics
- » digital health

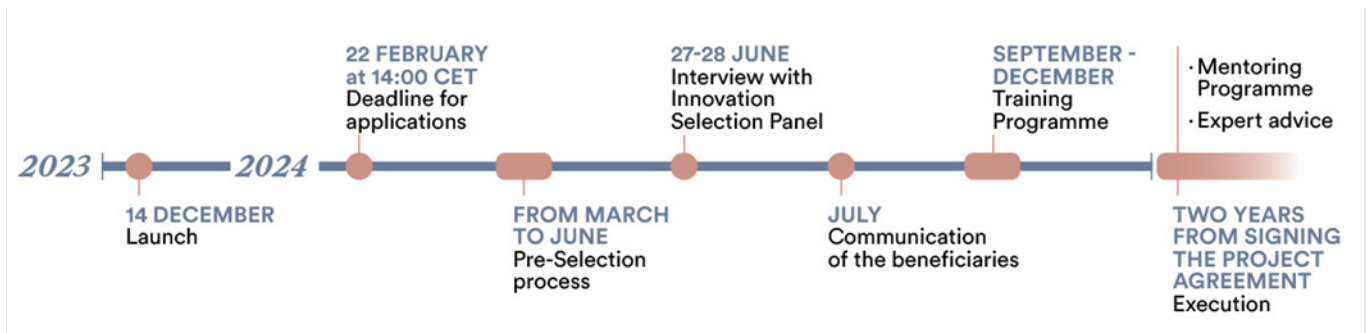
Applicant Institutions may submit their Proposal to Stage 1, 2 or 3 of the Programme. When starting the application process, a brief assessment will help redirect the Proposal within the framework of the CaixaImpulse Innovation call (the "Call") accordingly. Each Stage provides a specific funding and training itinerary (see Section 6) according to their specific needs, nature and stage of maturity on their transfer journey:

	PROJECT DESCRIPTION	FUNDING	MAX. TIME
Stage 1	Supports Selected Projects that: <ul style="list-style-type: none"> → are generating a hypothesis of value through proof of concept/principle for a potential Asset/s; or → are defining an intellectual property protection strategy 	Up to EUR 50,000	24 months
Stage 2	Supports Selected Projects that: <ul style="list-style-type: none"> → have performed a proof of concept validation of their Asset/s; or → require further validation and development of the Asset/s as part of their valorisation roadmap; or → are refining a prototype of their Asset/s 	Up to EUR 150,000	24 months
Stage 3	Supports Selected Projects that: <ul style="list-style-type: none"> → require an advanced characterisation of the Asset; or → are performing preclinical and clinical validation of the Asset/s; or → are building a regulatory roadmap; or → are developing a business or exploitation plan for their Asset/s 	Up to EUR 500,000	24 months

In order to diligently respond to the needs of the Projects, the Call will open once a year. The evaluation process will comprise two phases: (1) a remote pre-selection; and (2) an interview with the group of experts called the **"Evaluation Committee"**. The evaluation criteria are (see the evaluation process detailed in the Guidelines for Evaluation and its Annex 2 for more detail on the selection process and criteria weight, respectively):

- » ASSET: quality of science and novelty or originality of the Asset.
- » NEED: unmet need addressed by the Assets/s.
- » TEAM: suitability to develop the project proposed.
- » IMPLEMENTATION: valorisation plan impact and feasibility.
- » BUSINESS CASE SOCIAL IMPACT: strategy, needs and expected outcomes.

Selected Projects within the Programme that have achieved their planned milestones may also be submitted for an evaluation process with the Evaluation Committee in order to progress to the following Stage (the **"Evaluation Checkpoint"**).



This Programme relies on Caixa Capital Risc (**"CCR"**) as a strategic collaborator.

Glossary

- » **“AGREEMENT”** shall mean the agreement entered into between LCF and the Beneficiary Institution for the development of a Selected Project receiving the Grant, under which they will define the payment, follow-up, reporting, and reimbursement of the Grant, among other specific terms and conditions.

- » **“APPLICANT INSTITUTION”** shall mean any (i) public-sector or non-profit organisation that owns or co-owns the Asset/s and whose main activity is located and registered in Spain or Portugal, or (ii) any public-sector or non-profit foreign organisation that owns or co-owns the Asset/s, whose research activities are carried out through a permanent establishment or permanent representation located in Spain or Portugal. The Applicant Institution will be responsible for submitting the application form.

For the sake of clarity, in case of (ii) above, it is mandatory that in the event the Grant is awarded to the Applicant Institution, said Grant is allocated and used by research laboratories, entities and staff located in Spain and Portugal.

- » **“ASSET/S”** shall mean the (i) results from scientific research owned or co-owned by the Applicant Institution as identified for the purpose of or developed under the Selected Project; and (ii) the IP Rights to such results. For the sake of clarity, any and all developments and/or improvements falling within the scope of (i) and/or (ii) which may include or result in additional IP Rights (e.g., dependent or divisional from the parent Asset, or components of an integrated Asset) shall be understood as an “Asset” under the terms of the Programme.

- » **“BENEFICIARY INSTITUTION”** shall refer to the Applicant Institution that has been selected to enter the Programme, and therefore is the beneficiary of the Grant and responsible for complying with the Agreement.

- » **“BUSINESS AREAS”** shall mean the following areas: therapeutics, medical devices, diagnostics, and digital health.

- » **“CAIXAIMPULSE PROGRAMME OFFICE”** shall mean the team and resources from LCF devoted to the definition, coordination and execution of the Programme.

- » **“CALL”** shall mean this CaixaImpulse Innovation Call.

- » **“CONFIDENTIAL INFORMATION”** shall mean the information and the results from scientific research identified for the purpose of or developed under the Selected Project as well as any other information and documentation exchanged within the framework of the Programme with the limitations provided in Section 18.

- » **"CONSORTIUM PARTNER"** shall mean a public-sector or non-profit organisation which, in agreement with the Beneficiary Institution, will receive part of the funding of the Grant to carry out part of the Selected Project(s).
- » **"CO-OWNER"** shall mean any entity or individual that co-owns the Asset/s jointly with the Applicant Institution and, as the case may be, with other co-owners.
- » **"ELIGIBLE PROPOSALS"** shall mean Proposals that fulfil all the eligibility criteria to be submitted to the Call.
- » **"EVALUATION CHECKPOINT"** shall mean the evaluation process carried out by the Evaluation Committee on Selected Projects that have successfully achieved the milestones corresponding to their Stage of the Programme and aim to progress to the following Stage.
- » **"EVALUATION COMMITTEE"** shall mean the group of experts that will be in charge of the interviews with the Programme applicants, in accordance with Section 3.
- » **"EXPERT ADVICE PROGRAMME"** shall mean the expert advice offered to the Project Leader and Project Team Members which is described in Section 6.
- » **"FINAL REPORT"** shall have the meaning given in Section 9.4.
- » **"GRANT"** shall refer to the grant to be awarded to each Selected Project under the Programme.
- » **"IP RIGHTS"** shall mean industrial and/or intellectual property rights to scientific research results owned or co-owned by the Applicant Institution prior to the Selected Project, and/or obtained as a result of the development of the Selected Project. For the avoidance of doubt, trade secret protection regarding results shall be deemed as IP rights.
- » **"LCF"** shall mean *"la Caixa" Foundation* or *Fundación "la Caixa"*, a non-profit entity incorporated as a foundation under the laws of Spain, with registered offices in Plaza Weyler, 3, Palma-07001, Balearic Islands, Spain.
- » **"LINKED THIRD PARTY"** shall mean a Spin-Off Company incorporated within the Project Term, which is allowed to declare and charge the incurred costs. The Beneficiary Institution shall not hold more than 50% of the share capital for the Spin-off Company to be considered as a Linked Third Party. For the purposes provided in these Rules of Participation, the Linked Third Party may include third parties as shareholders. For the purposes of this definition, and for the sake of clarity, a Spin-off Company shall cease to be considered as a Linked Third Party on the day of the end of the Project Term.
- » **"MENTORING PROGRAMME"** shall mean the mentoring offered to the Project Leader which is described in Section 6.
- » **"ORGANISATION MANAGER"** shall mean the individual appointed by the Applicant Institution (or by the Consortium Partners) as its representative, to upload and manage the supporting

documentation, and accept the submission of Proposals on its behalf on the LCF online call management system.

- » **“PROGRAMME”** shall mean the CaixaImpulse Innovation Programme that aims to provide support in different stages of the biomedical knowledge and technology transfer process, from basic research and innovation centres to the market, hence contributing to the progress of the wellbeing of people and society.
- » **“PROJECT”** shall mean a project under which an Applicant Institution proposes to develop Asset/s into further transferability and/or commercialisation stages in which they are able to attract commercial investment.
- » **“PROJECT LEADER” or “PL”** shall mean the individual in charge of leading the Selected Project. The Project Leader does not necessarily have to be the principal investigator of the group that discovered or obtained the Asset/s, but the one who undertakes to lead the Selected Project and participate in the mandatory activities developed in the framework of the Programme.
- » **“PROJECT MANAGER”** shall mean the individual in charge of any management process, operation or consultation throughout the duration of the Programme.
- » **“PROJECT TEAM MEMBERS”** shall mean the members of the Beneficiary Institution and, as the case may be, the Consortium Partners and the Linked Third Party that carry out specific activities of the Selected Project. Members of other institutions not included in the Proposal cannot be included as Project Team Members.
- » **“PROJECT TERM”** shall begin on the starting date indicated in the Agreement and shall end two years after, unless the Selected Project advances to an upper Stage and/or the CaixaImpulse Programme Office concedes a temporary extension.
- » **“PROPOSAL”** shall mean the proposal of a Project (related to human health) to develop the Asset/s into further transferability and/or commercialisation stages in which they are able to attract commercial investment and that is submitted by an Applicant Institution within the framework of the Call.
- » **“RECURRING PAYMENT”** shall have the meaning given in Section 12.
- » **“RULES OF PARTICIPATION”** shall mean these rules of participation in the Programme (CaixaImpulse Innovation Programme).
- » **“SCIENTIFIC AREAS”** shall mean the scientific areas of the European Research Council Peer Review Evaluation Panels that are detailed in Annex 1.
- » **“SELECTED PROJECT”** shall mean the Proposal selected to be awarded a Grant under the Programme.
- » **“SPIN-OFF COMPANY”** shall mean for the purpose of these Rules of Participation the company incorporated by the Beneficiary Institution whose purpose is the development of the Selected Project and/or exploitation of the Asset/s.

- » **“STAGE”** shall mean any of the three parts – Stages 1, 2 and 3 – in which the Programme is divided.
- » **“SUPPORT PROGRAMME”** shall mean the non-financial support offered to the Selected Projects and described in Section 6 and which includes the Training Programme, Mentoring Programme and Expert Advice Programme.
- » **“TECHNOLOGY TRANSFER”** shall mean either the licensing or the assignment of the Asset/s to a third party as provided in Sections 11 and 12.
- » **“TRAINING PROGRAMME”** shall mean the structured training offered to the Project Leader as described in Section 6.
- » **“TRANSFER TEAM REPRESENTATIVE”** shall mean the individual who can be part of the transfer office of the Applicant Institution or the Consortium Partner and who is directly involved in the Selected Project. Alternatively, another individual linked to the Selected Project and relevant to the role can be considered as a Transfer Team Representative, either as part of the staff of the Applicant Institution or not (e.g., research manager, executive manager, interim CEO, external expert, etc.).
- » **“VALORISATION”** shall mean the process of creating social and economic value from knowledge by linking different areas and sectors and transforming data and research results into sustainable products and solutions that benefit society in terms of economic prosperity, environmental benefits, progress and better policymaking (<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=COM%3A2022%3A391%3AFIN&qid=1660055341349>).

Rules of participation

1. Aims and framework of the Programme

- 1.1.** Through the CaixaImpulse Innovation Programme, LCF aims to support researchers in **transferring** scientific knowledge into services, products or businesses that create value for society by:
- » Supporting and guiding the execution of defined activities that will take the Asset/s from the development stage through to commercialisation.
 - » Increasing the capacity of Project Leaders and their teams to successfully bring their Asset/s out of the lab and into the market.
 - » Triggering a cultural change in the research ecosystem in which researchers leading innovation projects can successfully achieve their entrepreneurial goals.
- 1.2.** For this purpose, LCF has defined a multi-tool programme to accompany Project Leaders and Selected Projects on such a journey. The Programme relies on three pillars:
- » **Financial support:** the Beneficiary Institution will receive funding through a Grant to advance the execution of the activities presented in their Proposal according to specific goals (validation and testing, prototyping, design of business strategies, etc.)
 - » **Support activities:** the Project Leader may receive specialised training in valorisation and business skills (e.g. project management, technology valorisation, licence agreement negotiation, business creation and fundraising). They can also be assigned a mentor who will help guide the advancement of activities, as well as create collaboration and business opportunities. LCF may invite other organisations and team members (e.g. other LCF grantees, such as selected projects in other calls). Such “visiting” attendees will not be considered as participants of the Programme nor will they present their advancements.
 - » **Expert advice:** the Project Leader and Project Team Members will have the opportunity to access consultants according to their specific needs (intellectual property, legal, regulatory, etc.).
- 1.3.** The Programme is organised in Stages according to the needs of each Selected Project:
- » **Stage 1** is designed to support Selected Projects that are generating a proof of concept of the hypothesis of value from scientific findings for a potential Asset/s and initiating the search for IP Right protection. It provides funds up to EUR 50,000 over a maximum period of 24 months.
 - » **Stage 2** is designed to support Selected Projects that have already identified and characterised the Asset/s through proof-of-concept validation and are refining the prototype design through validation of the intended use (e.g. evaluating its sensitivity, efficiency and/or safety; initiating animal model development for the desired indication, or identifying preclinical compound candidates, optimisation, etc.). It provides funds up to EUR 150,000 over a maximum period of 24 months.

- » **Stage 3** is designed to support Selected Projects that are on the path to regulatory filing and require an advanced characterisation of the Asset/s (e.g. performance testing, identification of clinical sites, etc.), need to refine financial viability strategies and/or are exploring exploitation models. It provides funds up to EUR 500,000 over a maximum period of 24 months.

2. Target and general requirements

ELIGIBLE PROJECTS

- 2.1.** The Selected Projects will be supported according to their specific needs, nature and maturity stage in order to:

- » Characterise an Asset/s and identify its value to society and the market.
- » Complete or execute valorisation actions through a defined point-of-value in the development plan, including prototyping, validation or testing with end users.
- » Design strategies to access main stakeholders (end users, buyers, distributors, etc.).
- » Establish a plan to make the product, technology or service attractive for investors and potential licensees in the biomedical sector.

Selected Projects must have a clear **focus on innovation**, with specific relevant milestones to advance on this path in the context of the Grant. The teams must clearly identify the appropriate activities and human resources that will lead to that purpose.

- 2.2.** Eligible Projects must be from the life sciences field, related to human health and to the **Scientific Areas**. Within the Scientific Areas, the Asset/s must belong to one of the following business areas (the "**Business Areas**").

- » therapeutics
- » medical devices
- » diagnostics
- » digital health.

- 2.3.** Projects presenting Assets (as defined in the Glossary) previously awarded in CaixaResearch Validate calls or, as the case may be, CaixaImpulse Validate calls will not be eligible to apply for Stage 1 and 2, but may apply to Stage 3 of the Programme. Prior to signing the Agreement, the Project must complete the final report from the CaixaResearch Validate call within six (6) months of communication of the Selected Project under this Call.

Likewise, Projects selected in previous CaixaImpulse Innovation Calls may apply for an upper Stage of the Programme. In such case, prior to the signing of the Agreement, the Selected Project must complete the final report of the previous stage within six (6) months of communication of the Selected Project.

- 2.4.** The following Projects are **non-eligible** for this Call:

- » Projects involving for-profit applicant institutions, with the exception of Linked Third Parties. For the sake of clarity, as defined in the glossary, Applicant Institutions and Consortium Partners have to be public-sector or non-profit organisations.
- » Projects that have been awarded under this Programme and are presenting the same Asset/s (as defined in the Glossary) to the same or lower Stage to which it was previously awarded.
- » Fundamental research projects without a clear definition of activity aimed to generate an Asset to be transferred to the society as a solution to an identified unmet need.
- » Projects presenting Assets (as defined in the Glossary) that have been awarded grants in CaixaImpulse/CaixaResearch Consolidate calls.

2.5. LCF shall hold the right to declare a Project as non-eligible if:

- » the ownership of the Asset/s is not majority-owned by the Applicant Institution and/or public or non-profit institutions (i.e. the Applicant Institution, either by itself or together with other non-profit institutions, must own more than 50% of each Asset).
- » prior to the signing of the Agreement, the Asset has been transferred to a different entity, except in cases in which the Asset has been transferred to a Linked Third Party.

APPLICANT INSTITUTION

- 2.6.** The Applicant Institution will be the entity that owns or co-owns the Asset/s, whose main activity is located and registered in Spain or Portugal or carries out research activities through a permanent establishment or permanent representation located in Spain or Portugal, and which has submitted the application form in its own name.
- 2.7.** Applicant Institutions must be public-sector or non-profit organisations, including universities and university foundations, research centres, technological centres, hospitals, and hospital foundations.
- 2.8.** The Applicant Institution must provide the Project Leader with sufficient scientific and administrative support to ensure the proper management and development of the Selected Project.
- 2.9.** Proposals may be submitted by a consortium of public-sector or non-profit legal entities from non-European Union member states, provided that they are eligible under EU laws, as long as they are led and represented by one Spanish or Portuguese Institution, or by an institution that has a permanent establishment or permanent representation located in Spain or Portugal, that owns or co-owns the Asset/s. In the case of a consortium, in addition to the Applicant Institution, **a maximum of 4 members is allowed** and the sum of the budgets of **institutions that carry out their research activities outside of Spain or Portugal cannot exceed the 30% of the total budget** of the Proposal.

PROJECT LEADER

- 2.10.** The Project Leader must be an individual linked to the Applicant Institution with tertiary qualifications (university graduate, professor or doctor). The Project Leader **does not need** to be the leader of the research (i.e. principal investigator) that generated the Asset/s.

- 2.11. The Project Leader is expected to commit to the development of the Selected Project and must attend the mandatory activities developed in the framework of the Programme.
- 2.12. The person acting as Project Leader may be involved in more than one application per call, but may not be appointed as Project Leader in more than one Proposal per call.

LINKED THIRD PARTY

- 2.13. If the Beneficiary Institution has incorporated a Spin-off Company for the exploitation of the Asset/s, the Beneficiary Institution may declare the Spin-off Company as a Linked Third Party (as defined in the Glossary) for the execution of the Project. Such declaration of a Spin-off Company as Linked Third Party shall be made immediately after its incorporation. In case of incorporation after the Proposal has been awarded as Selected Project, a duly executed Engagement Letter, together with an explanation of the impact on the Selected Project, if any, shall be submitted within one month following the notification to LCF of the incorporation of the Spin-off Company.
- 2.14. The representation of the Linked Third Party for the purposes of the Call will correspond to the Beneficiary Institution. The Beneficiary Institution must ensure that its obligations under the Call also apply to the Linked Third Party. The Beneficiary Institution remains liable to LCF for any activities carried out by the Linked Third Party under the Programme.
- 2.15. The Linked Third Party may declare the costs it incurs for developing the Selected Project, provided that any such costs fulfil mutatis mutandis the general and specific conditions for eligibility set out in Section 2. To prevent any doubt, mutatis mutandis means that (i) costs declared by the Linked Third Party would have to be eligible as if they were incurred by the Beneficiary Institution and (ii) costs inherent to the Link Third Party’s activity and not derived specifically from the execution of the Selected Project will not be considered (e.g. company management and governance costs and salaries are not eligible; personnel costs are eligible if they are related to personnel working for and assigned to the Selected Project).

3. Evaluation process

An initial eligibility check will be conducted by the CaixaImpulse Programme Office to ensure the fulfilment of the criteria published in these Rules of Participation. Any Proposal that does not fulfil the criteria published in these Rules of Participation or that does not have the mandatory documents will be rejected, and a notification will be sent to the Applicant Institution. Any Proposal may be declared ineligible at any moment from the Proposal submission until the Agreement signature if any breach to this Rules of Participation is uncovered.

All eligible Proposals will undergo an independent evaluation process carried out by experts to select the final Beneficiary Institutions. The evaluation process is composed of two phases: pre-selection and selection (the “**Evaluation Phases**”).

- » **Pre-selection:** each application will be evaluated remotely by a maximum of four (4) external evaluators. The evaluation criteria, whose weight will vary depending on the Stage to which it is applied, will be the following:

- ASSET: quality of science and novelty or originality of the Asset/s
- NEED: unmet need addressed by the Asset/s
- TEAM: suitability to develop the project proposed
- IMPLEMENTATION: valorisation plan impact and feasibility
- BUSINESS CASE and SOCIAL IMPACT: strategy, needs and expected outcomes.

FLC and CCR reserve the right to strategically pre-select up to two (2) Proposals, considering their capacity to analyze and identify innovative projects within their respective initiatives. The pool of potential pre-selected Proposals includes those detected and supported by FLC as to have high technology transfer potential among the projects awarded in the highly competitive CaixaResearch Health call and selected under this call’s innovation support scheme, as well as for those identified by CCR through its scouting efforts in research settings of Spain and Portugal. The Proposals pre-selected through this mechanism, if any, will participate directly in the following Evaluation Phase (Selection).

- » **Selection:** pre-selected applicants will be invited to give a presentation followed by an interview with the Evaluation Committee. The evaluation will be based on the assessment carried out by the members of the Evaluation Committee. Each member of the Evaluation Committee will provide a qualitative evaluation.

The **Evaluation Committee** members will be grouped in panels according to the Business Areas. The Evaluation Committee will assess both the Proposals that want to engage in the Programme for the first time, as well as those Proposals that aim to progress to a later Stage within the Programme (through the Evaluation Checkpoints).

On the recommendation of the Evaluation Committee, FLC and CCR will reserve the right to direct Selected Projects towards Stages other than the one included in the application, in the event that the maturity of the Selected Project does not meet the requirements.

No redress or appeal procedure regarding the Evaluation Phases will be admitted. Finally, Selected Projects may be required by FLC to undergo a due diligence analysis before the Agreement is signed. Based on the results of said analysis, FLC reserves the right to retreat and/or reconsider the Grant.

The Applicant Institutions of the Pre-selected Proposals will receive an allowance to cover travel expenses to attend the interview with the Evaluation Committee, which will be held face-to-face in Barcelona. This allowance will be transferred by LCF upon submission of the corresponding payment request after the interview. The sum of the allowance will be based upon the origin of the Applicant Institution. Namely, the allowance will be of €100 for Institutions based in Catalonia, with the exemption of those located in the Province of Barcelona; €300 for Institutions based in Spain, with the exemption of Catalonia; and €350 for Institutions based in Portugal. Applicant Institutions located in the province of Barcelona will not be entitled to receive this allowance.

The details on the evaluation process are detailed in the Guidelines for Evaluation.

4. Application process and calendar

4.1. To initiate the submission process, Project Leaders will need to complete the online application form available on the LCF application platform (<https://grants.lacaixafoundation.org/>) (the “**Online System**”), and provide the required documentation. Incomplete applications or those presented on paper or via any other channel will be considered ineligible.

4.2. Applications must be completed in English. LCF reserves the right to request the translation of official documents into English, when reasonably justified.

4.3. The Project Leader will require the approval of the Applicant Institution to be able to submit the application. This will be done by an online check through the [Online System](#). In the case of Proposals including Co-owners of Asset/s and/or consortia, all Co-owners and Consortium Partners will be required to provide their acceptance through the Online System for the submission of the application. All acceptances shall 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 others involved in the Proposal.

4.4. The application process will entail two steps: the initial submission of a Proposal (pre-selection phase), and the subsequent invitation for a presentation and interview (selection phase) with the Evaluation Committee in case of pre-selection.

4.5. A template for the Proposal will be available on the LCF Online System.

The following information and documentation will be requested:

- » Abstract;
- » General information about the Asset/s;
- » Description of the unmet need to be covered;
- » Information on the background of the Project Leader and team;
- » Implementation and transfer potential;
- » Resources and budget where applicants shall include the distribution of the budget among the Consortium Partners and Linked Third Parties (if applicable);
- » Description of the social impact ; and
- » Reference/support letters (if available).

If applying for Stages 2 and 3, the following additional information will be requested:

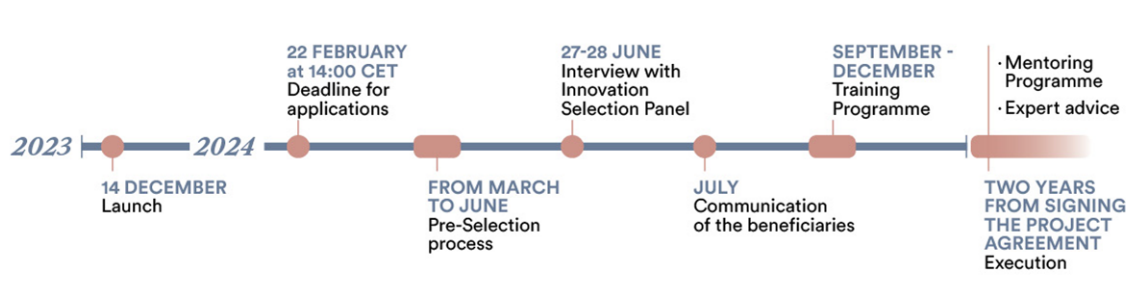
- » Supporting documentation on valorisation activities (proof of concept, prototypes, preclinical/clinical assays, etc);
- » Patent or IP Right strategy information;
- » Value proposition;
- » Identification and involvement of different stakeholders;
- » Project Leader’s and team’s experience in tech transfer and innovation;
- » Gantt chart of the proposed tasks;
- » Additional support from other collaborations/programmes; and

» Foreseen market and prospective clients.

If applying for Stage 3, this additional information will be requested:

- » Skills gap analysis;
- » Risk analysis;
- » Non-financial support needed;
- » Regulatory roadmap;
- » Asset exploitation strategy;
- » Market analysis and study of competitors; and
- » Business plan (if available).

5. Calendar



Launch	14 December 2023
Deadline for applications	22 February 2024 at 14:00 CET
Pre-Selection process	From March to June 2024
Communication of invitations to interview	June 2024
Interview with the Evaluation Committee	27 and 28 June 2024
Communication of the beneficiaries	July 2024
Training Programme	September - December 2024
Mentoring Programme	From September 2024 onwards
Expert advice	From September 2024 onwards
Execution	Two years from signing the project agreement

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

6. Programme itinerary: evaluation details and support per stage

Stage 1

ELIGIBILITY

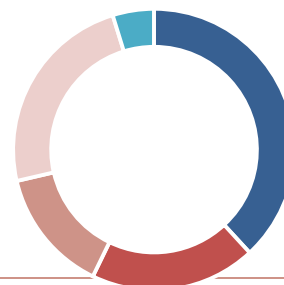
All Proposals applying for Stage 1 of the Programme must meet the general eligibility requirements stated above in Section 2.

EVALUATION CRITERIA

All Eligible Proposals will undergo an independent evaluation process carried out by experts to select the best projects (i.e. those recommended to be awarded), as described above in Section 3 “Evaluation Process”. The evaluation process is composed of the Evaluation Phases.

For this Stage, the following weighting of the criteria applies to the pre-selection of the Proposals (see the Guidelines for Evaluation and its Annex 2 for further details):

- / **Asset:** 40%
- / **Need:** 20%
- / **Team:** 10%
- / **Implementation:** 25%
- / **Business Case and Social Impact:** 5%



In the selection phase, a qualitative evaluation will be made by the Evaluation Committee.

PROJECT SUPPORT

Selected Projects awarded for Stage 1 of the Programme will benefit from the following types of support:

- » **financial support:** a Grant of **up to EUR 50,000** according to the needs described in the Proposal and the suggestions made by the Evaluation Committee. The funding can be spent over a maximum period of 24 months;
- » an **extra allowance** of up to EUR 1,000 per Selected Project may be agreed by LCF, based upon the region of origin of the Beneficiary Institution, to cover travel and accommodation expenses derived from attendance to the face-to-face activities of the Programme;

» **non-financial support (Support Programme):**

- **Training Programme** (optional): the Project Leader may receive specialised training in valorisation and business skills (e.g. project management, technology valorisation, licence agreement negotiation, business creation and fundraising). The Training Programme will take place onsite in Madrid and Barcelona. Although not mandatory, the Project Leader will be welcome to attend some sessions of the Training Programme, if desired. Notwithstanding this, the Project Leader and the Project Team Members must attend any other required activities linked to the Programme.
- **Mentoring Programme:** the Project Leader will also be assigned a mentor who will help guide the advancement of activities and provide input for the development of a proof of concept. This service will comprise **a maximum of 5 hours** and will be available throughout the entire duration of the Selected Project;
- **Expert Advice Programme:** the Project Leader will have the opportunity to access consultants according to their specific needs (intellectual property, legal, regulatory, etc.) for a **maximum of 10 hours**.

Stage 2

ELIGIBILITY

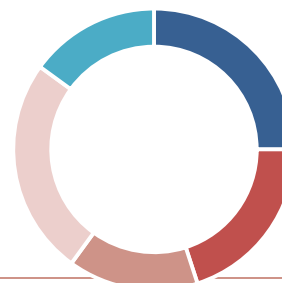
All Proposals applying for Stage 2 of the Programme must meet the general eligibility requirements stated above in Section 2.

EVALUATION CRITERIA

All eligible Proposals will undergo an independent evaluation process carried out by experts to select the best projects (i.e. those recommended to be awarded), as described above in Section 3 "Evaluation process". The evaluation process is composed of the Evaluation Phases.

For this Stage, the following weighting applies in the pre-selection of Proposals (see the Guidelines for Evaluation and its Annex 2 for further details):

- / **Asset:** 25%
- / **Need:** 20%
- / **Team:** 15%
- / **Implementation:** 25%
- / **Business Case and Social Impact:** 15%



» In the selection phase, a qualitative evaluation will be provided by the Evaluation Committee.

PROJECT SUPPORT

Within the financial and non-financial tools offered by the Programme, Selected Projects in this Stage will be offered:

- » **financial support:** a grant of **up to EUR 150,000** according to the needs described in the Proposal and the suggestions made by the Evaluation Committee. The funding can be spent over a maximum period of 24 months;
- » an **extra allowance** of up to EUR 4,000 per Selected Project may be agreed by LCF, based upon the region of origin of the Beneficiary Institution, to cover travel and accommodation expenses derived from attendance to the face-to-face activities of the Programme.
- » **non-financial support (Support Programme):**
 - **Training Programme:** the Project Leader will receive specialised training in valorisation and business skills (e.g. project management, technology valorisation, licence agreement negotiation, business creation and fundraising). The Training Programme will have a **total duration of 4 weeks**, spaced throughout the first months following the Grant, and will take place onsite in Madrid and Barcelona. The Project Leader of a Beneficiary Institution is **expected to participate for the entire duration of the Training Programme** and may be accompanied by other Project Team Members, including the Transfer Team Representative.
 - **Mentoring Programme:** the Project Leader will also be assigned a mentor who will help guide the advancement of activities, as well as create collaboration and business opportunities. This service will comprise a **maximum of 10 hours** and will be available throughout the entire duration of the Selected Project.
 - **Expert Advice Programme:** the Project Leader will have the opportunity to access consultants according to their specific needs (intellectual property, legal, regulatory, etc.) **for a maximum of 16 hours.**

Stage 3

ELIGIBILITY

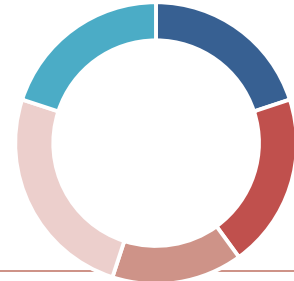
All Proposals applying for Stage 3 of the CaixaImpulse Innovation Programme must meet the general eligibility requirements stated above in Section 2.

EVALUATION CRITERIA

- » All eligible Proposals will undergo an independent evaluation process carried out by experts to select the best projects (i.e. those recommended to be awarded), as described above in Section 3 "Evaluation process". The evaluation process is composed of the Evaluation Phases.

» For this Stage, the following weighting applies in the pre-selection of Projects (the Guidelines for Evaluation and its Annex 2):

- / **Asset:** 20%
- / **Need:** 20%
- / **Team:** 15%
- / **Implementation:** 25%
- / **Business Case and Social Impact:** 20%



In the selection phase, a qualitative evaluation and scoring will be carried out by the Evaluation Committee.

In addition to the standard evaluation process and depending on the budget requested, if required, LCF may have a thorough assessment of the Proposal carried out by an independent external consultant in order to evaluate specific aspects of the Proposal (such as IP Right strategy, regulatory roadmap strategy, etc.), as well as the planned financial and development milestones, before awarding the Grant.

PROJECT SUPPORT

Within the financial and non-financial tools offered by the Programme, Selected Projects in this Stage will be offered:

- » **financial support:** a grant of **up to EUR 500,000** according to the needs described in the Proposal and the suggestions made by the Evaluation Committee. The funding can be spent over a maximum period of 24 months;
- » an **extra allowance** of up to EUR 1,000 per Selected Project may be agreed by LCF, based upon the region of origin of the Beneficiary Institution, to cover travel and accommodation expenses derived from attendance to the face-to-face activities of the Programme;
- » **non-financial support (Support Programme):**
 - **Training Programme** (optional): the Project Leader may receive specialised training in valorisation and business skills (e.g. project management, technology valorisation, licence agreement negotiation, business creation and fundraising). The Training Programme will take place onsite in Madrid and Barcelona. Although not mandatory, the Project Leader will be welcome to attend any week of the Training Programme, if desired. Notwithstanding this, the Project Leader and the Project Team Members must attend any other required activities linked to the Programme.
 - **Mentoring Programme:** the Project Leader will also be assigned a mentor who will help guide the advancement of activities, as well as create collaboration and business opportunities. This service will comprise a **maximum of 15 hours** and will be available throughout the entire duration of the Selected Project. Each Selected Project will be assigned to a Project Manager from LCF who will closely monitor the Selected Project development on an ongoing basis.

- **Expert Advice Programme:** the Project Leader will have the opportunity to access consultants according to their specific needs (intellectual property, legal, regulatory, etc.) for the period of time required upon approval by FLC.

7. Progression through the Stages. Evaluation checkpoint

- 7.1.** All Selected Projects in Stage 1 and Stage 2 may request to advance to the next corresponding Stage of the Programme. The financial and non-financial support offered by FLC for each Stage is set out in Section 6.
- 7.2.** For the Selected Project to progress through next Stages:
- » The same Beneficiary Institution must be maintained;
 - » Progression to the next Stage must be requested before the Agreement in force at the current stage expires; Prior to the request, at least one (1) interim follow-up meeting must have been held with the Project Manager and any other person who FLC may find relevant to the Selected Project;
 - » New Consortium Partner(s) may be added or removed, as long as the Consortium Partner(s) abide by the eligibility criteria (Section 2.9);
 - » New co-owners of the Asset/s may be incorporated, as long as the Beneficiary Institution, either by itself or with other public or non-profit institutions, continues to own more than 50% of each Asset. Co-owners included in previous Stages will be maintained by default.

If the Beneficiary Institution has incorporated, within the framework of the Programme, a Spin-off Company for the exploitation of the Asset/s, the Beneficiary Institution may declare the Spin-off Company as a Linked Third Party for the execution of the Selected Project in the next Stage (Sections 2.13-2.15).

- 7.3.** To progress to the next Stage, the Project Leader will submit a request and, upon approval by FLC, they will have to submit an application through the [Online System](#) in due time to formalise the move from one Stage to the next. This request will comprise a proposal form corresponding to the Stage of the Programme to be entered (Section 4.5)
- 7.4.** Once the full Proposal is submitted, for all Selected Projects requesting progression from one Stage to another, the Project Leader will be invited to give a presentation followed by an interview with the Evaluation Committee, following the procedure detailed in Section 3. The Evaluation Committee will issue a recommendation to FLC on which Selected Projects may advance to the next Stage considering all Proposals and Selected Projects that apply for this Stage of the Programme.
- 7.5.** The Selected Projects chosen to move to the next Stage shall sign a new Agreement determining the budget for the new Stage. This budget should be organised according to the milestones and progress of the Selected Project. These will determine the payment plan.
- 7.6.** Prior to signing the Agreement, the Final Report from the previous Stage must be completed within six (6) months after FLC communicates the progression to the next Stage. Importantly, the budget of each Stage has to be allocated and spent during the execution of the corresponding Stage in concordance with the activities and milestones

defined in the Selected Project. Activities not performed and milestones not achieved, and their corresponding budget, cannot be transferred to the subsequent Stage to increase the budget beyond the maximum established for the new Stage in the Rules of Participation.

- 7.7.** If the Selected Project is not chosen to move from one Stage to the next, it must comply with the clauses set out in the Agreement. Among others, the Final Report must be submitted in due time, as set out in Section 9.4. If the Agreement is due to end within the period between the application to progress to the next Stage and communication of the decision by FLC, and the Selected Project has not been notified as to have been chosen, a period of up to three (3) extra months will be added starting from the day of the communication to submit the Final Report through the [Online System](#).
- 7.8** A Selected Project will only be allowed to use the mechanism described in this section 7, to advance from one Stage to another under the Programme, only once per Stage.
- 7.9.** Notwithstanding, a Selected Project that is not chosen to progress to the next Stage may apply to enter the Programme again, following the corresponding Evaluation Process set out in Section 3. In this case, it will be only eligible to apply for a more advanced Stage of the Programme.

8. Eligible costs and payment

- 8.1.** The Grant provided will cover the expenses associated with the activities indicated in the Proposal for the development of the Selected Project, which shall be incurred during the duration of the Selected Project. A non-exhaustive list of these activities entails:
- » **Subcontracting of services** to prepare or improve the Valorisation strategy and develop business and market viability studies, such as:
 - 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 Proposals lacking an intellectual or industrial property application at the time of submitting the application to the Programme, the costs and expenses relating to such application may be included within the Valorisation Plan for use during the Programme;
 - legal advice and preparation of regulatory roadmaps; or
 - scientific tests/validation experiments, clinical trials, etc.
 - » **Hiring of personnel.** In-house personnel or new personnel may be considered, provided that the Grant covers exclusively the time dedicated to the Selected Project (hours of dedication). When clearly justified, the recruitment of non-research personnel will be accepted rather than the outsourcing of services. Personnel costs may not represent more than 40% of the total budget;
 - » Consumables and materials for tests;
 - » **Travel or representation expenses** and attendance to conferences or meetings to attract other funders;
 - » **Overheads.** Each Beneficiary Institution and Consortium Partner is entitled to a maximum of 10% overheads exclusively in Stages 2 and 3 of the Programme. For the

sake of clarity, this maximum applies to each Beneficiary Institution and Consortium Partner;

- » **Consortium Partners outside of Spain and Portugal.** Without prejudice to the foregoing, the sum of the budgets of all the Consortium Partners not located in Spain or Portugal, or that do not have permanent establishment or permanent representation located in Spain or Portugal, cannot exceed 30% of the total budget of the Selected Project.

8.2. Grant payments will be distributed throughout the total duration of each Selected Project, with a specific distribution depending on the Stage of the Programme:

- » **Stage 1:** (i) an initial payment for a maximum of 40% following signing of the Agreement; (ii) a maximum of 40% after the validation of the interim follow-up meeting, which may include a report and meeting; and (iii) the rest of the budget after validation of the Final Report.
- » **Stage 2:** (i) an initial payment for a maximum of 20% following signing of the Agreement; (ii) a maximum of 20% after attending the mandatory Training Programme and the submission and approval by FLC of a Valorisation plan; (iii) a maximum of 40% after the validation of the midterm status follow-up, which may include a report and meeting; and (iii) the rest of the budget after validation of the Final Report.
- » **Stage 3:** (i) an initial payment for a maximum of 40% following signing of the Agreement; (ii) the remaining amount, depending on fulfilment of the key performance indicators (“KPIs”) approved by FLC in the Agreement.

In the case that the initial plan of activities and payments in any of the Stages requires some readjustment due to unexpected results in the course of the achievements, the PL together with their mentor will contact their corresponding LCF manager to explain their case and properly justify the need. LCF will make the final decision.

Each payment will be made within 60 days from receipt of the corresponding payment request which shall be submitted by the Beneficiary Institution in accordance with the corresponding schedule.

8.3. The ”la Caixa” Foundation and the Fundação para a Ciência e a Tecnologia (“FCT”) work together under a collaboration agreement within the framework of the Call. Under this agreement, the FCT may fund additional projects amongst the best ranked Proposals coordinated by a Portuguese organisation.

8.4. The following items are specifically **excluded** from the Grant:

- » New hiring contracts, of any kind, for structural salaries of personnel from the Beneficiary Institution or any other entity who do not work exclusively on the Selected Project;
- » Allowances
- » Overheads and/or indirect costs in Stage 1; and
- » Costs that have already been covered by the Beneficiary Institution, a Consortium Partner or a Linked Third Party by other sources, such as private or public grants and aids.

8.5. For cases where the justified expenses contained in the Final Report (see following section 9) are less than the Grant provided, the difference will be reimbursed to LCF.

9. Project follow-up

- 9.1. For any paperwork or project-related **consultation** throughout the duration of the Grant, the Project Leader may contact their Project Manager or LCF at the email address ci_postaward@contact.fundaciolacaixa.org.
- 9.2. LCF will provide a username and password to access the **CaixaImpulse Online System**. 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 (5) years after execution of the Grant.
- 9.3. For the purposes of informing and monitoring the Beneficiary Institutions’ use of the resources made available by the Programme, as well as to obtain the Project Leader’s opinion and assessment, LCF may (i) organise at least one kick-off meeting prior to the beginning of the Programme activities, and (ii) send online questionnaires regarding the Programme activities. In addition, the LCF Project Manager may ask the Project Leader to **schedule follow-up meetings and a final meeting**.
- 9.4. The PL shall deliver a Final Report to LCF, within three (3) months of the end of the Selected Project term (the “**Final Report**”). The Final Report shall give evidence of compliance with the development and execution of the Selected Project after each Stage and will include the following information:
- » technical justification: executive summary, main results and goals from the Selected Project, baseline reviews (scope, schedule and budget) lessons learned, and next steps; and
 - » economic justification made up of expense accounts and invoices.
- 9.5. When possible, LCF will organise follow-up events for the participants of all editions of the Programme to encourage learning exchanges and expand the networking possibilities of the community created, in order to drive the continuous advancement of the Selected Projects once their Grant period has expired.

Additional information

The LCF CaixaImpulse Innovation Call website contains structured additional information to these Rules of Participation (<https://caixaimpulse.org/en/caixaimpulse-health-innovation-call>)

Applicants may also consult the FAQ section and directly contact LCF in the event of further queries by using the following contacts:

Questions and answers:

ci_info@contact.fundaciolacaixa.org

Other applicable terms and conditions

10. IP Rights, asset protection and maintenance

10.1. IP Rights

Under no circumstances will the Call be construed as an assignment or transfer of any IP Rights held or owned by the Applicant Institution prior to the awarding of the Selected Project or of any other IP Rights obtained as a result of the development of the Selected Project.

At the time of application to this Call and at least until the signing of the Agreement, all IP Rights to the Asset/s shall be owned by the Applicant Institution and, where appropriate, the Co-owner(s).

10.2. Asset protection and maintenance

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

- » monitoring the application proceedings for the granting of IP Rights, as well as holding and maintaining the rights granted to the Asset/s within the necessary or recommended national authorities;
- » in the event that the Asset/s is/are not suitable for protection under intellectual or industrial property rights, applying reasonable trade secret protection measures to the Asset/s;
- » in the event the Asset/s is/are transferred by means of a licence, the Beneficiary Institution and/or the Co-owner(s) shall hold a subsidiary right for the defence and protection of the IP Rights related to the Asset/s, in case of inactivity of the licensee, that will be triggered in the following cases:
 - if there is a breach or alleged breach of the rights protecting the Asset/s by third parties (the **"Third Party Breach"**); and/or
 - if a third party files a claim for an alleged breach of a prior right on the Asset/s (the **"Third Party Claim"**).
- » Such right to defend and protect the IP Rights protecting the Asset/s shall consist of the following:
 - immediately informing the transferee of the Asset/s, the Beneficiary Institution and/or the Co-owner(s) of the Asset/s of such Third-Party Breach or Third-Party Claim, identifying the known facts as well as the details of the individual or legal entity that has committed said Third Party Breach or attaching a copy of the Third-Party Claim and identifying any other known facts;
 - requesting and subsequently delivering to LCF, 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 within the exercise of its rights in the case of the Third-Party Breach or its rights for the defence against the Third-Party Claim.

11. Exploitation

11.1. The Beneficiary Institution may exploit the Asset/s as follows:

- » 11.1.1. Direct exploitation of the Asset/s by the Beneficiary Institution; or
- » 11.1.2. Exploitation by means of Technology Transfer to a third party; or
- » 11.1.3. Exploitation by means of an incorporation or participation as a shareholder of a Spin-off Company and the Technology Transfer to such Spin-off Company.

11.2. The Technology Transfer shall be made in market conditions and will ensure adequate dissemination and social return.

11.3. The Beneficiary Institution will notify LCF in advance of the proposed terms and conditions for the exploitation of the Asset/s. LCF will have the right to oppose such exploitation if the exploitation is not carried out in market conditions or the dissemination and social return is not guaranteed through the exploitation.

11.4. In case of Technology Transfer to a third party (i.e. an entity different from the Linked Third Party), LCF may cease to fund the activities of the Selected Project covered by the Grant as of the date of the Technology Transfer agreement, in which case the reimbursement proceedings provided in Section 12 shall become applicable.

12. Reimbursement

For Selected Projects awarded in Stage 2 and 3, if one or more of the indicators established in these Rules of Participation are achieved, LCF will be entitled to the reimbursement of the awarded Grant in accordance with the reimbursement procedure detailed below and subject to the specific terms and conditions of the Agreement. The reimbursed money will be reinvested in LCF’s research and innovation programmes.

12.1. Indicators

- » **Recurring payment:** any variable payment obtained by the Beneficiary Institution from the exploitation of the Asset/s consisting of: (i) sales for exploitation by the Beneficiary Institution; or (ii) royalties derived from exploitation by a Spin-off Company or a third-party licensee; or (iii) dividends obtained from the shares owned by the Beneficiary Institution in the Spin-off Company or a third-party transferee. For the avoidance of doubt, recurring payment excludes any fixed payment described below.
- » **Fixed payment:** any fixed payment, in a single payment or in several instalments, obtained by the Beneficiary Institution from: (i) the sale by the Beneficiary Institution of the shares owned in the Spin-off Company or a third-party transferee; or (ii) the Technology Transfer resulting from the Selected Project.

12.2. Reimbursement protocol

The following payments will be payable to LCF by the Beneficiary Institution until the Grant is fully reimbursed in each of the cases described below. For the sake of clarity, the amount to be reimbursed shall not accrue interest between awarding of the Grant and full reimbursement.

- » **Recurring payment:** an amount equal to five percent (5%) of any recurring payment received by the Beneficiary Institution, as described in Section 12.1 above.
- » **Fixed payment** due to: (i) sale of Beneficiary Institution’s shares in the Spin-off Company or an entity that exploits the Asset/s; or (ii) Technology Transfer of the Asset/s:
 - if the fixed payment is equal to or exceeds five (5) times the awarded Grant, the whole amount of the Grant shall be reimbursed to LCF;
 - if the fixed payment is less than five (5) times the awarded Grant, the Beneficiary Institution will reimburse the amount of the Grant in proportion to the ratio between the fixed payment and five (5) times the awarded Grant;
 - the reimbursement shall be paid in one instalment within two (2) years from the sale of the shares of the Beneficiary Institution;
 - this reimbursement scheme will not include any previous payments made by the Beneficiary Institution as a result of any Recurring Payment or sale of shares or transfer of the Asset/s as referred to above.
 - In the event that the Beneficiary Institution receives the fixed payment in several instalments, the reimbursement to LCF will be adjusted to the agreed instalments.

In the event that the exploitation of the Asset/s does not occur under any of the above-mentioned models, the parties will make their best efforts to agree on an equivalent reimbursement protocol.

12.3. Reimbursement term

LCF’s right to the reimbursement of the awarded Grant as provided above will terminate after twenty (20) years from the signing of the Agreement considering that, if the reimbursement started during the last four (4) years of the referred term, the right will continue to apply for an additional term of five (5) years from the time the reimbursement is initiated.

NON-REIMBURSEMENT

The obligation to reimburse the Grant shall not apply when the owners of the Asset/s can prove, to the entire satisfaction of LCF, 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 CAIXARESEARCH OR CAIXAIMPULSE VALIDATE CALLS

- 12.5. Should the Selected Project (or a derivation thereof) have been included in an application to CaixaImpulse or CaixaResearch Validate calls (or past editions of CaixaImpulse) and have been awarded under such calls, the Parties hereby declare and acknowledge that: (i) the rules of participation of any such former CaixaImpulse or CaixaResearch Validate calls will not supersede or modify in any way these Rules of Participation or any agreement signed as a consequence thereof; and (ii) these Rules of Participation will not supersede or modify

in any way the rules of participation of the former edition of CaixaImpulse or CaixaResearch calls or any agreement signed as a consequence thereof. Therefore, the terms and conditions established therein shall remain fully in force.

- 12.6.** In the event that the same event or indicator creates an obligation for the Beneficiary Institution to reimburse LCF for both CaixaImpulse or CaixaResearch Validate calls (or former editions of CaixaImpulse or CaixaResearch) and for this Call, the reimbursements corresponding to all the calls shall be accumulated so that the Beneficiary Institution 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 (see Section 13 below) 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.

13. Subscription right

- 13.1.** If the exploitation of the Asset/s is to be carried out by means of a Spin-off Company as provided in 11.1 above, at the Criteria Group's discretion LCF or any entity within the Criteria Group shall have the free-of-charge right to subscribe shares in the Spin-off Company, in accordance with the following:

- » If the Spin-off Company has not been incorporated at the time of signing the Agreement, at the Criteria Group's discretion, LCF or any entity within the Criteria Group shall have the free-of-charge right to subscribe, at nominal value, 1% of the shares of the Spin-off Company (a) upon its incorporation, (b) within three months from the signing the Agreement, or (c) within one month of transferring the Asset/s, whichever is later.
- » The Beneficiary Institution shall notify LCF of the incorporation of the Spin-Off Company and/or the transfer of the Asset/s with at least two (2) months' notice to allow LCF or any entity within the Criteria Group to exercise the subscription right established in this Section. Otherwise, the three-month term referred to above shall commence from the time the Criteria Group has knowledge of any such situation.

- 13.2.** The Beneficiary Institution shall ensure that the Spin-off Company and its shareholders are first aware of, and expressly accept, the rights granted to LCF or any entity within the Criteria Group in accordance with the foregoing and adhere, where applicable, to the obligations derived from these Rules of Participation, which shall be included in the terms of the Engagement Letter as described in Section 2.13 above. This provision shall also be deemed to apply to the reimbursement described in Section 12 above, where applicable.

14. Other obligations

14.1. Obligations of the Beneficiary Institution

Within the framework of the Call, and without prejudice to any other obligations set forth in these Rules of Participation, the Beneficiary Institution will:

- » sign the Agreement;

- » exploit the Asset/s in market conditions. If the exploitation of the Asset/s is not carried out in market conditions, LCF will have a right to veto such exploitation;
- » 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 with these Rules of Participation by the Beneficiary Institution, 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 LCF’s reimbursement rights and LCF’s participation rights;
- » keep LCF informed about any exploitation of the Asset/s and provide LCF 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 Asset/s’ 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 transferees, turnover and net sales information, etc.);
- » keep LCF informed if the exploitation of the Asset/s is to be carried out by a Spin-off Company (including a Linked Third Party) or a third-party and provide LCF with any information and documentation needed so as to enable LCF to exercise its rights to reimbursement as provided in Section 12 above;
- » use the entire amount of the Grant to develop the Selected Project, in accordance with these Rules of Participation;
- » manage the funds that LCF allocates for the Grant and be responsible for the distribution of the budget to the Consortium Partners, where applicable;
- » at the request of LCF, provide an audit report and/or statement, as well as any additional information, documentation and/or clarification that LCF may deem pertinent to allow its auditors and/or advisors to evaluate the correct allocation of the Grants awarded. The cost of this audit report and/or statement will be paid by LCF, subject to prior approval of the corresponding budget, unless irregularities are detected as a result of it, in which case the Beneficiary Institution would bear the cost. Any such request may take place at any time;
- » manage the Selected Project with due diligence, monitor the task carried out by the Selected Project Leader and their team, and inform LCF on the progress and results achieved by the Selected Project;
- » observe and comply with the justification of expenses submitted within the execution of the Selected Project;
- » assume the social and ethical implications of the Selected Project in accordance with the research personnel’s ethical code, also considering the gender dimension;
- » indicate the support received from the Programme through materials, publications, and dissemination activities developed within the framework of the Selected Project;
- » prepare regular financial and milestone reports reflecting the development of the Selected Project and attend follow-up meetings with its LCF Project manager;
- » deliver the Final Report to LCF after execution of the Selected Project;
- » provide any information that LCF may require in order to promote, publish, and/or disseminate the Programme, in particular those transactions that, due to their nature, may be subject to coverage by the media, and consequently give coverage to the Beneficiary Institution’s 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. Without prejudice to the foregoing, the information provided as a result of the obligation described herein may be treated as confidential upon express request from the Beneficiary Institution;

- » report additional third-party funding raised for the Selected Project in follow-up reports submitted to LCF.

14.2. Obligations of the Project Leader

Within the framework of the Call, the Project Leader is obliged to:

- » use the entire amount of the Grant to execute the Selected Project, always in accordance with these Rules of Participation;
- » respect and comply with any other obligations and duties pursuant to these Rules of Participation.

15. Representations and warranties

15.1. The Beneficiary Institution warrants that it is a public-sector or non-profit entity that legally exists in accordance with the laws of Spain or Portugal and is duly eligible to apply for this Call and to meet the obligations set out in these Rules of Participation.

15.2. The Beneficiary Institution and the Project Leader declare that:

- » they accept these Rules of Participation as legally binding in all of their terms and conditions;
- » the application and execution of and compliance with these Rules of Participation 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 may have jurisdiction over them.

16. Breach and liability

16.1. Breach

- » In the event of a remediable breach by the Beneficiary Institution, the Consortium Partners and/or the Project Leader of the obligations and/or representations and warranties contained in these Rules of Participation, LCF shall notify the breaching party, requesting that the latter correct the infringement within thirty (30) days following the receipt of such notification.
- » If, after the aforementioned 30-day period, no remedy has been provided, LCF will be entitled to choose between demanding forced compliance or terminating these Rules of Participation, and LCF will have the right, in both cases, to claim for the corresponding compensation for the damages caused by the infringement.
- » Notwithstanding the foregoing, if LCF resolves that the Beneficiary Institution or the Consortium Partners have not used the Grant for the specified purposes provided in these Rules of Participation, the Beneficiary Institution shall be obliged to return the Grant in full, without prejudice to compensation for damages to which LCF could be

entitled. Likewise, if the justification of expenses of the Selected Project amounts to less than the Grant awarded, the Beneficiary Institution shall be obliged to reimburse the amount corresponding to the part of the Grant not justified.

16.2. Liability

The Beneficiary Institution, the Consortium Partners and the Project Leader will not hold LCF and any entity of the Criteria Group liable 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 of Participation. Notwithstanding the above, the Beneficiary Institution will be solely responsible before the Project Leader and LCF and CCR for any costs, damages, and/or expenses (including reasonable legal fees) resulting from the breach of the Beneficiary Institution’s obligation to use the amount of the Grant.

17. Duration

17.1. The rights and obligations set out in these Rules of Participation shall start on the date the Beneficiary Institution accepts and adheres thereto, which shall be formalised by submitting the Proposal through the [Online System](#) (the “**Effective Date**”).

17.2. The rights and obligations set out in these Rules of Participation shall terminate once any of the following events occur:

- » mutual written agreement between LCF and the Beneficiary Institution.
- » failure to comply with the duties regarding protection and maintenance of the Asset/s, as provided in Section 10 above, effective upon LCF’s notice of non-compliance, which may be remedied within the time frame provided at LCF’s discretion.
- » reimbursement of the Grant to LCF, where applicable.
- » sufficient evidence, to the entire satisfaction of LCF, of the following:
 - failure to implement the Selected Project within the 2-year term granted to that end, unless such failure is attributable to the Beneficiary Institution, in which case Section 16.1 of these Rules of Participation shall apply; and/or
 - failure to implement the Selected Project, including, without limitation, the exploitation of the Asset/s, unless such failure is attributable to the Beneficiary Institution, in which case Section 16.1 of these Annexes to the Rules of Participation shall apply.

17.3. Without prejudice to the above, the following Sections shall be valid for twenty-five (25) years following the termination of the Rules of Participation: 10 (IP Rights, asset protection and maintenance), 11 (Exploitation), 12 (Reimbursement), 13 (Subscription Right), 14 (Other obligations), 16 (Breach and liability), 18 (Confidentiality), 19 (Data protection), 20 (Publicity and dissemination) and 21 (Miscellaneous).

18. Confidentiality

18.1. The confidentiality of the applications presented is guaranteed throughout the entire process. In any case, the general characteristics of the applications may be disseminated

and, in due course, the name of accepted Selected Projects (and logo, if applicable), a brief description, the Beneficiary Institution and its logo, the name of the Project Leader and their photo, may be published through, without limitation, press releases, emails, brochures, and websites to communicate information about the Call.

- 18.2.** The information content and the results of the Selected Project, as well as any other information and documentation exchanged within the framework of the Call (including information and documentation regarding other Selected Project participants) shall be considered confidential information (hereinafter “**Confidential Information**”).
- 18.3.** Unless prior authorisation in writing is received from the other parties, LCF, the Beneficiary Institution, and the Project Leader, as well as any other person attending the activities, shall undertake 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 Selected 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 Selected Project; and
- 18.4.** The confidentiality obligations described in the section above shall not be applied to the Confidential Information if:
- » the information is in the public domain before or at the moment at 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.
- 18.5.** The obligations and commitments set out in this section shall extend to information to which the parties have had access as a result of their participation in the activities and events carried out within the framework of the Programme, including, but not limited to, the activities and events offered under the Support Programme (Training Programme, Mentoring Programme and Expert Advice Programme).

19. Data protection

- 19.1.** The applicants will be duly informed, within the framework of its access to the Online System, about the processing of their personal data concerning its application, as well as the exercise of their rights regarding the protection of personal data in accordance with the provisions of article 13 and following of the European General Data Protection Regulation.

- 19.2.** Notwithstanding the foregoing, for illustrative purposes, the applicants are likewise informed that LCF will access, use and share information from the Proposals submitted to the Call, including the processing of any personal data or 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 Selected Projects. The applicants warrant to LCF that such information and documentation can be shared and used for these purposes.
- 19.3.** With regard to the identification and/or professional information of individuals linked to the Selected Projects (including the Project Leader, other team members, and representatives), the applicant organisations, when submitting the Proposals, warrant that they have informed those persons on the information indicated in the sub-section below and, where applicable, 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 by LCF for the purpose of managing the participation of the applicant organisations, the basis of such processing being the performance of the resulting relationship, and such data will be stored until the end of the applicable statutory limitation periods.
- 19.4.** Personal data will not be transferred to third parties, except to those third parties whose intervention is necessary for the correct management of the Call, as well as when the disclosure of personal data is legally mandatory. Furthermore, personal data will not be subject to automated decisions.

In the event that LCF needs to contract the services of suppliers located outside the European Economic Area, those contracts can only be carried out after complying with all of the requirements established by the data protection regulations and applying the guarantees and safeguards necessary to preserve their privacy. For more information, the data protection officer can be contacted at the email address dpd@fundacionlacaixa.org.

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” Foundation at Avinguda Diagonal 621–629, 08028 Barcelona, Spain, or at the email address dpd@fundacionlacaixa.org. Data subjects are also entitled to lodge a complaint before the Spanish Data Protection Authority.

20. Publicity and dissemination

20.1. Publicity

Where relevant, LCF will be entitled to disclose the results of the Beneficiary Institution’s Selected Project 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 Selected Project, a brief description, the Beneficiary Institution, and the name of the Project Leader may be published through, without limitation, press releases, emails, brochures, and websites. To prevent doubt, LCF will not be required in any case to pay any compensation to the Beneficiary Institution for the dissemination and publication of the results of the Selected Projects.

20.2. Dissemination

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

- » The Project Leader and the Beneficiary Institution shall, in due course, provide LCF with information regarding communication and dissemination actions, materials, events, and activities that they develop in relation to the Selected Project during their participation in the Call, so that they may be duly notified and/or represented and can request changes and/or approve brands and logotypes.
- » The responsible party shall make reference to the Grant awarded by LCF (reference, CODE and logo whenever possible) in any actions, results and communication and dissemination materials which are carried out in relation to the Selected Project and the Grant (e.g. emails, letters, brochures, posters, advertisements, graphic material, pamphlets, apps, social networks, publications, reports, patents, licences, scientific articles, etc.) and also in any acts and activities which are organised or in which the winner participates in relation with the Selected Project (e.g. workshops, courses, interviews, press releases, project and/or results presentations, scientific congresses, etc. and all support material).
- » The correct reference is "The project leading to these results has received funding and support from the "la Caixa" Foundation under the Grant <code reference>". LCF will provide the specific code reference for each Selected Project.
- » LCF's online channels to link to or mention are:
 - Twitter: @FundlaCaixa and/or @CaixaResearch
 - Instagram: @fundlacaixa
 - LinkedIn: Fundación Bancaria "la Caixa"

Any dissemination of the results of the Selected Project shall indicate that such dissemination only reflects the author's view and that LCF is not responsible for any use that may be made of the information that it contains.

21. Miscellaneous

21.1. Assignment

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

21.2. Business ethics

The Beneficiary Institution 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.

In the fulfilment of its obligations by virtue of these Rules of Participation, the Beneficiary Institution, including its employees and representatives, and the Project Leader shall carry out their activity in accordance with business ethics principles and in accordance with all applicable laws 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.

21.3. Applicable law and jurisdiction

These Rules of Participation shall be governed by the laws of Spain.

Any controversy or dispute that may arise with regards to the interpretation or execution of these Rules of Participation shall be submitted to the exclusive jurisdiction of the Courts of the City of Barcelona. The Beneficiary Institution, the Consortium Partners and the Project Leader hereby waive any other jurisdiction to which they may be entitled.

22. Acceptance of conditions

Participation in the CaixaImpulse Innovation Programme entails the full acceptance of these Rules of Participation and the adherence to all terms and conditions included herein. Failure to meet deadlines or procedures established in these Rules of Participation will entail the disqualification of the participants from the Programme.

Annex 1

Scientific areas of the European Research Council Peer Review Evaluation Panels that are eligible for Projects seeking to participate in the Programme.

1	Molecular and Structural Biology and Biochemistry
1_1	Molecular interactions
1_2	General biochemistry and metabolism
1_3	DNA synthesis, modification, repair, recombination and degradation
1_4	RNA synthesis, processing, modification and degradation
1_5	Protein synthesis, modification and turnover
1_6	Lipid synthesis, modification and turnover
1_7	Carbohydrate synthesis, modification and turnover
1_8	Biophysics (e.g. transport mechanisms, bioenergetics, fluorescence)
1_9	Structural biology (crystallography and EM)
1_10	Structural biology (NMR)
1_11	Biochemistry and molecular mechanisms of signal transduction
2	Genetics, Genomics, Bioinformatics and Systems Biology
2_1	Genomics, comparative genomics, functional genomics
2_2	Transcriptomics
2_3	Proteomics
2_4	Metabolomics
2_5	Glycomics
2_6	Molecular genetics, reverse genetics and RNAi
2_7	Quantitative genetics
2_8	Epigenetics and gene regulation
2_9	Genetic epidemiology
2_10	Bioinformatics
2_11	Computational biology
2_12	Biostatistics
2_13	Systems biology
2_14	Biological systems analysis, modelling and simulation
3	Cellular and Developmental Biology
3_1	Morphology and functional imaging of cells
3_2	Cell biology and molecular transport mechanisms
3_3	Cell cycle and division
3_4	Apoptosis
3_5	Cell differentiation, physiology and dynamics
3_6	Organelle biology
3_7	Cell signalling and cellular interactions
3_8	Signal transduction
3_9	Development, developmental genetics, pattern formation and embryology
3_10	Cell genetics
3_11	Stem cell biology

3_12	Morphology and functional imaging of cells
4	Physiology, Pathophysiology and Endocrinology
4_1	Organ physiology and pathophysiology
4_3	Endocrinology
4_4	Ageing
4_5	Metabolism, biological basis of metabolism related disorders
4_6	Cancer and its biological basis
4_7	Cardiovascular diseases
4_8	Non-communicable diseases (except for neural/psychiatric, immunity-related, metabolism-related disorders, cancer and cardiovascular diseases)
5	Neurosciences and Neural Disorders
5_1	Neuroanatomy and neurophysiology
5_2	Molecular and cellular neuroscience
5_3	Neurochemistry and neuropharmacology
5_4	Sensory systems (e.g. visual system, auditory system)
5_5	Mechanisms of pain
5_6	Developmental neurobiology
5_7	Cognition (e.g. learning, memory, emotions, speech)
5_8	Behavioural neuroscience (e.g. sleep, consciousness, handedness)
5_9	Systems neuroscience
5_10	Neuroimaging and computational neuroscience
5_11	Neurological disorders (e.g. Alzheimer's disease, Huntington's disease, Parkinson's disease)
5_12	Psychiatric disorders (e.g. schizophrenia, autism, Tourette's syndrome, obsessive compulsive disorder, depression, bipolar disorder, attention deficit hyperactivity disorder)
6	Immunity and Infection
6_1	Innate immunity and inflammation
6_2	Adaptive immunity
6_3	Phagocytosis and cellular immunity
6_4	Immunosignalling
6_5	Immunological memory and tolerance
6_6	Immunogenetics
6_7	Microbiology
6_8	Virology
6_9	Bacteriology
6_10	Parasitology
6_11	Prevention and treatment of infection by pathogens (e.g. vaccination, antibiotics, fungicide)
6_12	Biological basis of immunity related disorders (e.g. autoimmunity)

7	Diagnostic Tools, Therapies and Public Health
7_1	Medical engineering and technology
7_2	Diagnostic tools (e.g. genetic, imaging)
7_3	Pharmacology, pharmacogenomics, drug discovery and design, drug therapy
7_4	Analgesia and Surgery
7_5	Toxicology
7_6	Gene therapy, cell therapy, regenerative medicine
7_7	Radiation therapy
7_8	Health services, health care research
7_9	Public health and epidemiology
7_10	Environment and health risks, occupational medicine
8	Applied life Sciences and Non-Medical Biotechnology
8_1	Applied genetic engineering, transgenic organisms, recombinant proteins, biosensors
8_2	Synthetic biology, chemical biology and new bio-engineering concepts
8_3	Food sciences