

# Regulation of the Call4Ideas Super Sapiens Europe

## 1. Premise

Scientifica S.p.A. (the “Organizer” or “Scientifica Venture Capital”) selects projects and start-ups with a high technological intensity and invests in pre-seed, seed, and early-stage phases. It also provides support in terms of infrastructure and research laboratories. In fact, in addition to its offices in Rome and London, it is headquartered in L’Aquila, where the Scientifica Labs are located—3,000 m<sup>2</sup> of laboratories with dedicated areas for mechatronics, chemistry, and biotechnology—available to the funded start-ups.

Scientifica's mission is to establish the role of science as a driver of economic competitiveness.

## 2. Super Sapiens Europe: purpose of the Call4Ideas

It is well known that scientific innovation is the key to a future of economic, social, and environmental sustainability. Research activity constitutes a strategic variable in the competitiveness of economic systems, as it allows for the incorporation of high knowledge content into the production of goods and services, resulting in positive impacts on overall economic outcomes.

To foster the innovation process, in addition to cross-disciplinary skills, working groups and knowledge sharing are essential. Beyond coordination capabilities, a comprehensive vision is required—an indispensable condition for establishing a common research and development pathway.

To implement the Super Sapiens Europe Call (hereinafter also referred to as the “Call”), Scientifica Venture Capital, in collaboration with IREFI, has established a network of innovators that connects the world of venture capital with corporate entities. With this edition, the objective is to promote a European ecosystem by strengthening the Italy-France axis and leveraging the national best practices of their respective ecosystems.

The Super Sapiens Europe Call by Scientifica Venture Capital aims to select applications with a high level of innovation and an underlying technological foundation.

The objective is to support researchers and start-ups presenting innovative technological ideas, guiding them through a structured growth and market positioning process that facilitates their transformation into successful companies.

The Call has been divided into 8 vertical areas of interest (as detailed in paragraph 7 of the Regulation), and each vertical is characterized by the participation of partners (venture capital and corporate) interested in the respective application fields.

Applying to the Super Sapiens Europe Call means having the opportunity to present your project to multiple stakeholders in the technology and innovation ecosystem, with the possibility to develop the product in cutting-edge laboratories or, alternatively, strengthen your network with the aim of promoting, if already available, your commercial offering.

### **3. Eligibility Requirements**

Pursuant to this regulation (the "Regulation"), the following entities are eligible to participate in the Super Sapiens Europe Call:

- (i) start-ups,
- (ii) SMEs,
- (iii) research spin-offs,
- (iv) teams that have not yet been formally established but are willing to incorporate as one of the aforementioned entities, provided they present innovative projects in line with the verticals referenced in this Regulation (the "Participants").

It is understood that participation is reserved for individuals aged 18 and over.

The required Technology Readiness Level (TRL) for the eligibility of applications ranges between 2 and 9.

### **4. Participation Procedures**

The launch of the Super Sapiens Europe Call will take place on October 1, 2024, in digital format and will last for 2 months from the start date. This period may be extended for a maximum of an additional 2 months at the Organizer's discretion.

Participants can apply by completing the application form available on the Super Sapiens Europe landing page, accessible through the Scientifica Venture Capital [website](#).

In compliance with the terms outlined above, applications must be submitted, under penalty of exclusion, no later than December 1<sup>st</sup>, 2024.

Submission of applications through channels other than the one specified is not permitted. Applications must include the information marked as mandatory fields in the *application form*, including a project presentation.

The presentation deck, to be attached in PDF format, must not exceed 10MB in size and must include the following information:

**Business Overview:** a concise description of the project, highlighting the innovative content, distinguishing features, the business model applied or to be applied, and the current corporate structure, in case of an already established company;

**Team:** identification of key people and resources involved in the initiative, along with their respective roles and level of commitment. A brief description of the academic/professional background of each team member;

**Development Stage:** indication of the TRL (Technology Readiness Level) of the submitted project, along with the target TRL to be achieved as a result of the potential investment;

**Technology and Intellectual Property:** description of the technology underlying the proposed solution. Indication of any patents, including their filing status and potential registration. Indication of the key milestones already achieved or to be achieved concerning the project's technological roadmap;

**Target Market:** description of the target market(s), including the identification of the addressable market and related growth estimates. Definition of the strategic positioning of the product/solution within the competitive landscape of the relevant market;

**Financial Requirements:** indication of the funding round, detailing the investments necessary to initiate/develop the submitted project. Specifically, a breakdown of the required investments is requested, including both tangible and intangible resources

(e.g., scientific equipment, machinery, physical resources, marketing activities, etc.), along with, where possible, an indication of the expected economic outcomes.

Additionally, Participants have the option to provide further materials to elaborate on the potential of the project. In this case as well, the documentation must be uploaded using the specific field in the application form, in PDF format, and must not exceed 10MB in size.

All submitted documents must be written in English.

## **5. Selection process and evaluation criteria**

The Scientifica Venture Capital team will conduct, at its sole discretion and with unquestionable judgment, a preliminary screening of the applications submitted by the Participants. This will involve verifying their eligibility in accordance with the requirements set forth in this Regulation and the application form, as well as ensuring the completeness of the information contained in the documentation provided by each Participant.

Subsequently, with the support of venture capital partners and corporate partners participating in the Call (for more information on the entities involved, please refer to the Super Sapiens Europe landing page accessible via the Scientifica Venture Capital website - hereinafter individually referred to as the "Partner" or collectively as the "Partners"), an in-depth analysis of the content of the submitted applications will be conducted, from both a technical and business perspective.

Finally, by the deadline specified in paragraph 4, the Scientifica Venture Capital team will select a maximum of 16 projects that will have the opportunity to undergo a due diligence process conducted by Scientifica Venture Capital and/or one or more Partners of the Call. Upon successful completion of the due diligence process, the Participants may have the opportunity to receive an equity and/or semi-equity investment (as described below), at the discretion of Scientifica Venture Capital and/or one or more Partners.

The preliminary screening activities will commence during the entire period in which the Call is open and will be conducted at the discretion of Scientifica Venture Capital.

At the conclusion of the preliminary screening activities, a technical evaluation of the projects will be carried out by Scientifica Venture Capital, with the involvement of the Partners. In the technical evaluation, a series of evaluation criteria will be adopted, including, but not limited to, the following:

- ✓ alignment of the submitted initiative with the relevant verticals of the Call;
- ✓ level of innovation of the technology underlying the proposed solution/product;
- ✓ technical feasibility, ensured by the ability to successfully develop and implement the proposed solution with the available technological resources and expertise;
- ✓ economic feasibility, ensured by the project's ability to capture a specific target market and, consequently, ensure scalability;
- ✓ expertise, academic and professional background, and commitment of the Participants/team;
- ✓ potential benefit provided by the proposed solution to the Italy-France economic axis;
- ✓ ownership of intellectual property rights;
- ✓ sustainability of the proposed solutions and products, generating positive impacts on human quality of life and the planet, while promoting social, economic, and environmental progress.

The 16 selected projects will be invited to participate in a final event, the location and date of which will be communicated in the coming months.

The projects selected by Scientifica Venture Capital will have the opportunity to receive an investment—either in equity or semi-equity (with "semi-equity" investments referring, for example, to contributions made for a future capital increase) in the company (or, in the case of teams not yet established, in the company to be formed in the future).

Such investment will, in any case, be subject to the completion of a due diligence process by Scientifica Venture Capital and/or one or more Partners on the company and the project, as well as the successful negotiation of the termsheet and the investment agreement.

The selected initiatives will be presented with a non-binding expression of interest, along with an exclusivity period, to allow Scientifica Venture Capital and, if applicable, one or more Partners to initiate and conclude the aforementioned processes.

The selected Participants, by participating in the Call, consent to present and showcase their respective projects and related materials during specific presentation events organized by Scientifica Venture Capital.

## 6. Investment procedures

In the event of a successful outcome from the due diligence and negotiation phases mentioned in the previous paragraph, Scientifica Venture Capital (and potentially one or more involved Partners) reserves the right to make equity investments in the capital of the selected company and/or scientific project.

For each selected project, based on internal discretionary evaluations, Scientifica Venture Capital reserves the right to issue an investment ticket ranging between 50,000.00 Euros (fiftythousand/00) and 500,000.00 Euros (fivehundredthousand/00). Additionally, there is the possibility of initiating processes for potential co-investment with other involved Partners, supplementing the ticket potentially issued by Scientifica Venture Capital.

The contribution from the ticket, as indicated above, may consist of a cash component and a services component, which includes a range of activities aimed at guiding and strengthening the development of the funded initiative.

The services offered by Scientifica Venture Capital include, but are not limited to, the following:

- ✓ Scientifica Lab Approved: access to laboratories within the Lab Approved network—related to the relevant verticals—for scientific research, pre-industrial development, experimentation with new technologies, and the creation of proof of concepts for the funded entities;
- ✓ Technology Validation: support, through a team of highly qualified resources, in the processes of technological assessment and validation, utilizing scientific equipment available in the Scientifica Lab and the Approved Network spaces;
- ✓ Marketing and Communication: assistance, through a team of highly qualified resources, in defining branding and communication strategies by developing online and offline tools. This includes defining brand guidelines and creating marketing plans for positioning products/services in the target market;
- ✓ Funding Support: assistance, through a team of highly qualified resources, in identifying opportunities related to finding partners for participation in funded projects, both nationally and at the European level, as well as in securing public funding incentives. Support in setting up funding rounds for potential equity and semi-equity investments by qualified investors and business angels.

## 7. Focus on industry fields

Super Sapiens Europe aims to bridge the gap between the world of scientific research and market needs by identifying and selecting ideas and solutions that can have an industrial and commercial impact.

To provide space and visibility to the prestige and excellence of the players involved and to address the challenges of various economic and industrial sectors, the Super Sapiens Europe Call has been divided into 8 relevant verticals to which the applications must adhere.

The 8 industry fields considered are as follows:

- Generative AI
- Aerospace
- Climate Tech
- Advanced Manufacturing
- Quantum Technologies
- Smart City & Mobility
- Agritech
- Smart Materials

## 8. Legal and privacy section

### ***I. Intellectual Property***

By submitting their application, the Participants declare that they are the sole and exclusive owners of the intellectual property rights related to the projects developed and submitted to Scientifica Venture Capital and the Partners.

Only prototypes, materials, and original projects that do not in any way infringe upon the intellectual property rights of third parties are eligible for the Call.

By participating in the Call, the Participants commit to indemnify and hold harmless Scientifica Venture Capital, the Partners, and their respective representatives from any and

all liabilities, claims, actions, demands for damages, and/or compensation that may be brought by any third party in relation to the use and ownership of the intellectual property of prototypes, projects, and materials, and which may be related to the exploitation and/or even just the publication and dissemination of the same, including by Scientifica Venture Capital and the involved Partners.

The Participants acknowledge and agree that, following the selection process outlined in paragraph 5 of the Regulation, those who are selected will have the opportunity to enter into one or more agreements with Scientifica Venture Capital and/or one or more Partners. These agreements will detail, inter alia, the terms and conditions for the disbursement and utilization of the investment (and the related services), as well as the forms and terms of the participation of Scientifica Venture Capital and/or one or more Partners in the development and economic exploitation of the project (which may include, as necessary, forms of allocation of intellectual property rights).

Notwithstanding the above, by submitting the application, the Participant authorizes the Organizer to: (i) use their name, company name, and image, as well as the name, image, and identifying marks of the project, for promotional and advertising purposes strictly related to the Call; and (ii) disclose such information to Partners who may be interested in investing or contributing in any manner to the development, commercialization, and economic utilization of the project, in order to allow the evaluation of a potential co-investment and, in any case, to support the project.

## **II. Privacy Protection and Confidentiality**

The Participants agree not to disclose or communicate to third parties the contents of the documentation and any information provided by Scientifica Venture Capital (and the involved Partners) or otherwise acquired as a result of their participation in the Call and the related initiatives.

Scientifica S.p.A., as the data controller (with its registered office at Via SS 17 SNC – Tecnopolo D’Abruzzo 67100 (L’Aquila) - Tax ID 02130080662), will process the personal data provided primarily through electronic and telematic means, in accordance with the purposes outlined in Regulation (EU) 2016/679 (GDPR).

For more information, the complete privacy notices can be consulted on the Scientifica Venture Capital website.



In accordance with Legislative Decree No. 196 of June 30, 2003 (hereinafter referred to as the "Privacy Code"), as amended and supplemented, as well as Regulation (EU) 2016/679 (hereinafter referred to as the "EU Regulation"), all personal data exchanged between the parties will be processed, respectively by each party, solely for the purpose of executing this Regulation and in a manner instrumental to its fulfillment, as well as to comply with any legal or regulatory obligations, European Union regulations, and/or requirements issued by the Data Protection Authority. The data will be processed, manually and/or through automated means, in accordance with principles of lawfulness and fairness, ensuring the protection of confidentiality and the rights of the data subjects, and in compliance with appropriate security and data protection measures, including sensitive data or data capable of revealing health status, as provided by the Privacy Code and the EU Regulation.

In particular, each party hereby agrees that, should it be required to process third-party personal data on behalf of the other party for the execution of this Regulation, it will be designated by the latter, without any additional burden on either party, as the Data Processor under Article 28 of the EU Regulation, through a specific act to be attached to this Regulation. Similarly, should the execution of the Regulation result in joint control of third-party personal data by both parties, they agree to sign, without any additional burden on either party, a joint controller Regulation under Article 26 of the EU Regulation, to be attached to this Regulation, and to comply with the obligation to inform the data subjects. Any breach of the provisions in this article will subject the defaulting party to compensation for any damages caused to the other party.

### ***III. Limitations of Liability***

In relation to the participation procedures outlined in this Regulation, Scientifica Venture Capital and the involved Partners cannot be held liable for any failure or incomplete electronic registration of Participants, or for any errors and/or omissions in the documentation submitted, for any reason. Furthermore, Scientifica Venture Capital and the involved Partners assume no responsibility for technical malfunctions, hardware or software failures, network connection interruptions, temporary system unavailability, failed, incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, misdirected, or intercepted submissions, or for delayed electronic or other communications, or any other technical issues related to the registration and content upload as part of the Call.

Any form of reimbursement and/or compensation, either partial or full, in favor of the Participants and/or third parties is also excluded for:

- any damage to property, for any reason and/or cause, occurring during the various phases of the initiative;

- any injuries and/or damages incurred by the applicants during the various phases of the initiative;
- any theft and/or loss of objects or goods of any kind left unattended by the applicants in the spaces where the various phases of the initiative will take place.

#### **IV. Warranties and Indemnities**

Each Participant in the Call is solely responsible for everything submitted to finalize their application to the Call, as well as for their own project, documentation, equipment, IT resources, and personal belongings.

Therefore, each Participant agrees to indemnify and hold harmless Scientifica Venture Capital and the Partners from any claims, including claims for damages, that may be brought for any reason in connection with the submitted materials, documentation, or otherwise arising from their participation in the event, except in cases of willful misconduct or gross negligence.

The Participants declare that the project submitted for the purpose of the Call application: (i) is not subject to any contract with third parties; (ii) contains no defamatory content, offensive representation, or any other material that could harm the name, honor, or reputation of the Organizer, the Partners, or any other person or company; (iii) contains no pornographic or sexual content, or content that is discriminatory in any way (specifically including discrimination based on race, gender, sexual orientation, religion, and/or political beliefs of individuals or groups), nor does it contain content that promotes violence or harm toward any living being, or any other offensive, obscene, or inappropriate material; (iv) contains no threats or content intended to intimidate, harass, or invade the privacy of any individual; (v) does not violate any law.

#### **V. General Conditions**

Registration, adherence, and participation in the Call imply the Participants' unconditional acceptance of this Regulation.

The Participants acknowledge and accept that Scientifica Venture Capital has the right, at any time, to cancel, modify, or suspend, in whole or in part, the Call, as well as any of its content, aspects, or selection criteria, or to select a number of projects lower or higher than initially foreseen, at its sole discretion, upon communicating such changes on the Scientifica Venture Capital website.

By submitting their application and documents for participation in the competition, the Participants declare that the information provided is truthful and that any decision made by the Scientifica Venture Capital team and the involved Partners will be accepted unconditionally.

Scientifica Venture Capital may transfer or assign any right or obligation arising from the Call and/or this Regulation to any company within its group

It is understood that participation in the Call is free of charge and will not result in any obligation or commitment beyond what is provided in this Regulation, either for Scientifica Venture Capital (and the Partners) or for the Participants.

The Participants, in any case, will accept any decision and evaluation made indisputably by the Scientifica Venture Capital team and the Partners regarding the project evaluation process.

Under no circumstances shall the submission of an application, the selection, or the awarding of the Call be understood or interpreted as an offer or employment contract between Scientifica Venture Capital (and/or the Partners) and the Participant, nor as an obligation to contract on the part of Scientifica Venture Capital (and/or the Partners). In no case shall the Call and its related Regulation be understood and/or interpreted as a public offer under Article 1336 of the Italian Civil Code.

Any violation of the Regulation, as well as any conduct that may suggest or imply unlawful behavior and/or any irregularity committed before or during the Call, will result, depending on the circumstances and based on the unquestionable decision of Scientifica Venture Capital, in non-participation, expulsion, or disqualification, as well as the removal of any materials and/or content already submitted or published.

#### **VI. Truthfulness of Information**

The Participants commit to carrying out all necessary checks to ensure the truthfulness of all information, data, and, more generally, any other materials provided to Scientifica Venture Capital and the Partners during the application submission and/or at any other stage of the Call. They therefore guarantee that such information is accurate, correct, truthful, and complete, assuming full and exclusive responsibility for it.

#### **VII. Effectiveness**

The obligations contained in the Regulation will become effective upon the submission of the application and will remain in force until the conclusion of the Call, except in cases where, due to the nature or type of certain provisions in the Regulation, their observance is required even after the conclusion of the Call.

It is specified that this Call does not constitute a contractual offer, does not establish legal relationships or obligations of any kind for Scientifica Venture Capital (and/or the Partners), including any obligation to enter into contracts of any kind, and in no way binds Scientifica Venture Capital and/or the Partners. Therefore, they are free to suspend, modify, cancel, or relaunch the procedure related to this Call at any time without Participants having any claims.

#### ***VIII. Disclaimer***

The Participant acknowledges that participation in the Call in no way binds Scientifica Venture Capital and/or the Partners. Therefore, the latter do not undertake any commitment toward the Participant in relation to their application or any other circumstances connected to the Call. Any commitments between the Organizer (and/or the Partners) and the Participant can only be made through the execution of specific agreements.

The Participant agrees to unconditionally accept any decision made by Scientifica Venture Capital and/or the Partners (including through their respective teams) regarding the evaluation process of the applications.

With regard to content covered by industrial and intellectual property rights, as well as all relevant documentation, the Organizer assumes no obligation regarding confidentiality and/or the dissemination of such content. Therefore, these materials may be shared with the Partners and third parties for the purpose of conducting activities related to the evaluation and selection process of the submitted projects, and in connection with this Call. Consequently, the Organizer cannot be held responsible for any potential use of content covered by industrial and intellectual property rights by third parties, nor for any damages that may result to the Participant.

#### ***IX. Applicable Law and Jurisdiction***

This Regulation is governed by Italian law and must be interpreted accordingly. All disputes related to and/or arising from this Regulation, as well as any potential disputes, shall be subject to the exclusive jurisdiction of the Court of Rome.



[supersapienseurope.com](http://supersapienseurope.com)

### ***X. Information and Contacts***

For all information regarding the Call, you can consult the Scientifica Venture Capital website or contact the following email address [info@supersapienseurope.com](mailto:info@supersapienseurope.com).

By completing the application form for the Call and submitting their project, the Participant declares that they have read and accept the contents of the Regulation and the preceding Disclaimer.