

“The Collider” Programme

Rules for participation

Edition 2021

1. ORGANISING INSTITUTION

“The Collider” Programme (hereinafter “The Programme” or “The Collider”) is a programme promoted by Fundació Barcelona Mobile World Capital Foundation (hereinafter “MWCcapital”) through its subsidiary company Barcelona Mobile Ventures, S.L. (hereinafter “mVenturesBcn”), with registered offices in Barcelona (08039) Plaça Pau Vila, 1, Sector 2C (Palau de Mar Building) with Tax Certification No. B66475989.

2. PROGRAMME PURPOSE AND STRUCTURE

The purpose of the Programme is to turn scientific research developed in universities and research institutions into marketable products or services. This is achieved by connecting scientific and entrepreneurial talent to co-found highly innovative technology start-ups. The Collider therefore offers a structured and supported commercial and business outlet for both skilled business and research professionals in our territory and beyond.

The Programme follows a unique Venture Builder format that seeks the incorporation of disruptive start-ups formed by high-performing, multidisciplinary teams. These teams are built ad-hoc and have the responsibility to identify and validate a business opportunity for a particular technology while turning it into a marketable product or service.

The programme runs in several phases involving a wide range of activities (keynote sessions, masterclasses, workshops, etc.) led by industry experts, coaches and mentors. While experts offer specialized knowledge in relevant topics, mentors are counsellors assigned to each project according to their expertise who guide teams in terms of business; coaches in the other hand address the emotional health and personal bonding of teams.

The roadmap including all programme stages is detailed below - note that some dates may change at the organiser’s discretion:

a) Phase 1: Identification and validation of the technology and market opportunity (Opportunity Validation)

From 14 April 2021 to 26 May 2021

This phase pursues a technological validation of every onboarding project across a range of topics such as use case, competitive advantage, technology readiness level, intellectual property protection strategy or market sizing. This phase is addressed to and conducted by the scientific participants supported by representatives from their research institution together with a mentor provided by the Programme. The phase will end with the delivery of a report and a presentation in front an evaluation committee that will determine which projects are mature enough to continue to the next stage.

b) Phase 2: Team formation

From 2 June 2021 to 23 July 2021

During this period, successful researchers from the previous phase and preselected business candidates will get acquainted for their mutual approval and the formation of multidisciplinary teams. These teams commit to embrace together the next phase which involves identifying and validating a business opportunity and thereafter ideating a marketable product or service. The team building phase concludes with the signature of the rules of participation by all team members.

c) Phase 3: Identification and validation of the business opportunity and definition of an action plan (Business Validation)

From 6 September 2021 to 17 December 2021

This phase entails the identification and validation of the business opportunity through a structured training itinerary, aimed at defining a feasible and profitable action plan. It concludes with a public defence of each project in front of an expert’s committee who will decide upon the attractiveness and feasibility of each proposal and therefore, its incorporation as a start-up into the mVenturesBcn portfolio.

d) Phase 4: Creation and activation of start-ups (Portfolio)

From 1 January 2022 to 20 February 2022

All projects that successfully reach this stage become an incorporated company (hereinafter “start-up”) and receive mVenturesBcn initial investment upon the terms agreed by the abovementioned expert’s committee. These funds shall be destined to the development of a Minimum Viable Product (MVP) and the company’s survival until its first fundraising round.

Incubation space will also be provided at the offices of mVenturesBcn for those projects that successfully accomplish the programme in order to enable and foster the development of their business, deploying operations and fundraising *(from 1 January to 31 August 2022)*.

The programme is committed to the formation of teams and subsequent launch of high-impact competitive start-ups thanks to the support of MWCcapital’s assets and resources. To this end, participants will be offered an exceptional business development environment that will maximize their business opportunities, minimize risks and cut performance times. Primarily, the MWCcapital provides the following resources:

- MWCcapital brand value.
- Training services to ensure the assimilation of entrepreneurship-driven skills (focused on technology transfer).
- Mentoring sessions to secure the achievement of milestones and goals set for the technology’s launch to market.
- Individual and group coaching with a specialist to guarantee the team’s cohesion.
- Inspirational sessions with thought-leaders from the entrepreneurial ecosystem.
- Team’s visibility to relevant corporations from the Health, Mobility, Industry and Energy sectors.
- Exposure in national and international events (MWC, 4YFN, etc.)
- Personalized counseling from the programme’s staff to guarantee the appropriate development of teams during Phase 1, and incorporated startups during Phase 2 (pilots, commercial strategy and fundraising).
- Investment of up to €50,000 through a convertible loan.
- Assistance for startups in their applications to public funds.
- Exposure of startups to investors.
- Advising in each startups’ own goals once they finish the programme and become part of the portfolio.

Candidates should bring their own personal assets, i.e. computer equipment, telephones and/or office material, while the programme is in progress.

Participants will have the backing of the programme’s entire team to resolve any matters regarding the programme’s organisation and operations.

3. PROGRAMME BENEFICIARIES

Any adults in the open public who match one of the following profiles may be considered beneficiaries of the programme:

- a. Researcher profiles: Doctoral/PhD holders, Postdocs, masters’ students or researchers who are associated to an academic group from a University or Research Institution, with a proven track record in the programme’s core technological focuses (Artificial Intelligence, Internet of Things, Virtual Reality, 3D Modelling, Blockchain, 5G). They must also demonstrate a real commitment in the future start-up as a co-founder.

All scientific candidates onboarding the programme should be accredited and authorised by the relevant body in their research institution.

- b. **Entrepreneurial profiles:** professionals who are seeking a new deep-tech business venture and who meet the following requisites:
- i. Proven track record –from 5 to 10 years– in entrepreneurship or launching innovative initiatives in their sector.
 - ii. Experience in fundraising, having completed at least one investment round.
 - iii. Own network of investors (Business Angels, VC funds, etc.).
 - iv. Analytical capacity with experience in instinctive as well as data-based decision-making.
 - v. High leadership and communication skills.
 - vi. Focus on and experience in Business Development.
 - vii. Alignment with the programme’s intrinsic values: transparency, diligence and rigour.
 - viii. (If required) Provision of two letters of recommendation from major relevant endorsers.

The programme is addressed to researchers and entrepreneurs from all over the world regardless of their nationality, given that they have prior freedom to reside and work temporarily in Spain, since the programme takes place in Barcelona and does not hold responsibility for any VISA paperwork or expenses. The official languages of the programme are both English and Spanish.

4. COMMITMENT OF PARTICIPANTS

Both scientific and business participants are required utter commitment to the programme. In the event of exceptional public mobility restrictions, like the ones imposed by the COVID19 pandemic, participants are exempt to work from MWCcapital's headquarters in Barcelona (08039), Plaça Pau Vila, 1, Sector 2C (Palau de Mar Building) for the duration of the programme. Notwithstanding the foregoing, attendance to all sessions and activities of the programme is compulsory (either physically or virtually) in order to ensure the project’s adequate progress and monitoring. This obligatory full-time dedication will only allow very minor exceptions for external activities that can be made compatible with the programme’s schedule (inquire The Collider staff for specific exemption cases). mVenturesBcn recommends on-site attendance to the sessions and activities of the programme, as far as circumstances permit so.

Failure to fulfil the abovementioned commitment, or to subscribe to the rules and code of conduct disclosed in this document, as well as repeated lack of attendance resulting in project mismanagement will lead to the direct expulsion of any participant from the programme. All decisions regarding withdrawals and replacements will be reasoned and agreed between the programme’s staff and coach and shall be notified to the participant via meeting and formal e-mail. The said participant will yield no entitlement to any compensation, be it economic or in the form of a share in any potential companies that may be incorporated henceforth.

5. APPLICANT REGISTRATION

Business entrepreneurs must complete the online registration form in the programme's official web page (<https://www.thecollider.tech>).

The application deadline for participation in the programme is **23:59 CET on 31 May 2021**.

6. CANDIDATE SELECTION AND TEAM MATCHMAKING

The selection process involves the following stages:

a. Stage 1: Collection of candidacies

All candidacies must be submitted online at www.thecollider.tech using the accredited questionnaire. Applicants must accurately and truthfully answer all mandatory fields in the form and accept the participation policy. Agreement to the participation policy implies total acceptance of the rights and duties contained therein.

b. Stage 2: Evaluation of candidates

Once the call for applications closes, only those contenders that match the pre-defined criteria (see [Section 3](#)) will be offered telephone interviews and, if necessary and possible, onsite interviews. The aim of these interviews is to determine the candidate's suitability, motivation, availability and affinity with the programme. The endorsements provided by each applicant will be subsequently verified if necessary.

c. Stage 3: Conformation of teams.

Once the assessment phase is complete, the programme will issue team proposals based on candidate background, personality tests, technology and use case compatibility. The candidate's personal bonding with the scientific team will also be a key decision factor. Eventually, the programme may also request further endorsements or additional information about the candidate's employment or academic history, as well as involving him or her in group dynamics, interviews, etc. to ensure a solid matchmaking.

The programme will ultimately select for each project two business participants fitting the roles of a senior and a junior entrepreneur, who will join the existing scientific members. Teams will be settled during a period of matchmaking, in which the necessary enquiries or information may be exchanged

to ensure a consensual arrangement by all parts - programme, institutions, researchers and entrepreneurs.

Email notification of the following will be issued as for:

- candidates who have been accepted in the programme,
- candidates who have been included on the reserve list according to their assessment score, and
- candidates who have been rejected.

During the whole duration of the programme, any participant may be replaced based on team incompatibility, lack of dedication to the programme/project, and/or misalignment with the programme's values, without entitlement to any compensation whatsoever, be it economic or in the form of shares in any foreseeable start-up. A candidate reserve list will also be established to easily cover any potential withdrawals.

Participation in the programme will not yield any payment or remuneration for onboarding participants. In this regard, it is worth noting that the creation of a business project from scratch requires a maturation time in which the economic return is not apparent until the achievement of certain milestones such as the initial sales or fundraising rounds. Those applicants with short-term economic needs are therefore encouraged to abstain from participating in the programme. This circumstance is not, however, a matter of evaluation in the candidate selection process.

Only once a team overcomes the full programme, and receives the initial seed funding, can start expecting a basic entrepreneurial salary and consider incorporating or outsourcing services, with the advice and compliance of the programme's portfolio manager.

7. BUSINESS VALIDATION, START-UP INCORPORATION AND INCUBATION

During the business validation phase, teams will work to identify and validate whether the technology or technological know-how owned by the research group solves a real market need. During this period, teams must elaborate a business plan covering the commercial strategy, growth roadmap, key resources and actions to kickstart the start-up in the event it is incorporated.

The phase will conclude with the submission of all prescribed deliverables (business plan, shareholder's agreement, letters of intent) and a public defence in front of an independent expert's committee. The expert's committee will assess the following elements:

- Structure, cohesion and profile compatibility among team members.
- Conceptualisation of the product developed from the original technology and the competitive advantage within its market.
- Identification of the business opportunity and total available market.

- Business plan, with special emphasis on financial forecasts and needs for private funding in the upcoming 18 months.
- Commitment of corporations in the development of trial pilots or collaborations that prove the product's value proposal.
- Roadmap to develop the Minimum Viable Product (MVP).
- Plan for the protection of Intellectual Property, the product and/or the technological asset.

The expert's committee, alongside mVenturesBcn's management team, will determine based on the above-mentioned criteria which projects successfully overcome this final exam and, therefore, become rightful start-ups with the MWCapital's support. All successful projects are eligible for an initial investment of up to 50.000€ (specific amount to be appointed by the committee), intended to develop their Minimum Viable Product (MVP). Both successful and unsuccessful teams will be formally notified of the committee's decision via e-mail.

The incorporated start-ups will be characterised by its high technological component and shall aim to solve a societal and industrial challenge. Once the start-ups are founded, teams are bound to immediately implement their business development plan including the following duties:

1. Development of a Minimum Viable Product (MVP)
2. Improvement of value proposition for the client
3. Implementation of the go-to-market strategy
4. Refinement of the business model
5. Kick-off of the fundraising strategy
6. Protection of the technology (patents, certifications, etc.)

As part of mVenturesBcn portfolio, start-ups will benefit from extensive support. This includes the advice and supervision from mVenturesBcn portfolio manager as well as access to the programme's network of specialists, corporations, investors and entrepreneurs. In addition, teams will be granted access to an exclusive list of perks for relevant needs or services they require.

The newly born start-ups can also benefit from half a year of free office space in the MWCapital's facilities. After this period, the start-ups will have to pay for that space. Co-habiting with the programme's management during the early days of the start-up will permit further support and progress monitoring of its business development.

Following the incorporation and early development of the company, teams will be invited to an Investor's Day with the aim to demonstrate the results obtained to date and the evolution of their business plan. In the event of succeeding fundraising rounds, mVenturesBcn will be entitled, although not obliged, to co-invest in the start-up together with other ecosystem agents based on pre-set milestones and terms, as established in Section 9.

Under no circumstance may the projects be associated with illegal activities, sex, alcohol, betting, tobacco, drugs, war, religion, politics or any other field that is unaligned with the values of mVenturesBcn and MWCcapital.

Once the expert's committee decides upon the attractiveness and feasibility of a project proposal and therefore, its incorporation as a start-up into the mVenturesBcn portfolio, the Participants commit to incorporate such start-up according to the present rules for participation under the terms indicated in Section 8. To be more specific, under no circumstance the participants are entitled to incorporate the company without mVenturesBcn participation.

According to Section 8, mVenturesBcn is entitled to a 12,5% of a startup corresponding to a 7,5% applied to costs of the services and resources provided to the teams during the whole programme and 5% applied to a potential investment of up to FIFTY THOUSAND EUROS (€50,000) by means of a convertible loan set up at a company value of ONE MILLION EUROS (€1,000,000).

Therefore, in case a Participant incorporates a company without mVenturesBcn participation, mVenturesBcn reserves the right to claim a compensation of the aforementioned 12,5%, valued at ONE HUNDRED TWENTY-FIVE THOUSAND EUROS (€125,000), plus damages.

8. CORPORATE STRUCTURE OF THE STARTUP

mVenturesBcn will hold a share in the companies born within the framework and backing of the programme. All partners of the incorporated start-up (mVenturesBCN, research institution, researchers and entrepreneurs) will sign a document known as 'Shareholder's Agreement' which regulates all internal relations and matters regarding the company's management.

The Shareholder's Agreement will specify established practices in order to help the company grow with the leadership of the entrepreneurial team, and importantly, to ensure that it is appealing to external investment thus, guaranteeing its financial survival. Candidates may request further information about the corporate structure of start-ups and the 'Shareholders Agreement' model by writing to: thecollider@mobileworldcapital.com.

For information purposes, the prevailing distribution of corporate shares in companies incorporated within the Programme is as follows:

- (77,5%) Scientific and entrepreneurial team
 - (35%) CEO working full-time in the company
 - (10%) COO or PM working full-time in the company
 - (7,5%) CTO/CSO working full-time in the company
 - (25%) Principal researcher and/or other members of the research team, not working in the company

- (22,5%) Institutions
 - (12,5%) mVenturesBcn
 - (max. 10%) Research institution (University/Centre)

Notwithstanding the above, this layout may be subject to changes, excluding the institutional share, due to circumstances arising within the context of each team.

During the programme, participants will be required to provide drafts of two main legal documents: the ratified 'Shareholder's Agreement' (template provided by the programme) and the 'Termsheet' (template provided by the research institution) with the basic conditions for the technology transfer towards the new company.

Regardless of the initial percentage share of mVenturesBcn, the latter may, at its entire discretion and based on the start-up's investment requirements, invest additional capital in the company through the mechanisms indicated in Section 9.

9. INVESTMENT. CONCEPT AND OPERATING PROCEDURE.

During the business validation phase, participants will follow an experiential learning methodology adapted from Steve Blank's 'Lean Launchpad', and will be monitored through weekly objective's and key result's (OKR) as ruled by large technological corporations like Google, Intel, LinkedIn and Twitter. This reporting system shall remain applicable to all newly incorporated start-ups for the sake of transparency and agility towards future potential investors.

Following the approval of the final expert's committee, mVenturesBcn may invest up to a maximum of FIFTY THOUSAND EUROS (€50,000) in each start-up to support the development of a Minimum Viable Product (MVP) through pilot trials with at least two relevant corporations.

This seed investment will be channelled through convertible loans, a common formula used in investment operations that allows funds to be released relatively quickly and to be eventually converted into share capital. Said investment is subject in all matters to compliance with the objectives and responsibilities set out by the programme's management. Regardless of this initial seed investment, mVenturesBcn reserves the right, although is not obliged, to subsequently co-invest in the start-up alongside other agents, in account of the forecasts, needs and target compliance of the company.

The programme will provide start-ups with advice on public funds and private investor networks (VCs, BAs, etc.) to streamline access to further funding. The abovementioned loan formula shall also be used as a reference for future funding rounds with external investors. Candidates may request a template of a "Convertible Loan Agreement" by writing to: thecollider@mobileworldcapital.com

10. INTELLECTUAL PROPERTY

All materials arising from participation in the programme will be the property of each team and will be comprehensively transferred to the start-up upon its incorporation at no cost whatsoever. Business Plan, market studies, prototypes, graphic charts, etc. are all considered to be material.

The disinvolvement of a participant from the programme, before or after start-up incorporation and regardless of the reason, will not yield entitlement to ownership of the intellectual or industrial property rights generated during the programme.

Notwithstanding the foregoing, any technological asset (know-how, software licence or patent) resulting from work performed at a University or Research Centre is and will continue to be property of the latter. In order to create a start-up that uses or transforms a technological asset from a research institution for commercial ends, a technology transfer agreement ('Termsheet') must be signed between the University or Research Centre and the Company.

Said agreement will govern the terms and conditions for commercial usage rights of the technological asset to be transferred. Based on this agreement, the University or Research Centre will reserve economic rights on the commercial use of the technological asset (royalties), which are usually calculated through an economic indicator such as a percentage over turnover or company's profit.

11. CONFIDENTIALITY

The term "Confidential Information" includes, but is not limited to, all information, documentation, data, procedures, designs, knowledge, notifications and reports, strategies, business plans, projects, operation and businesses proposals, policies, rules, alignments, studies, statistics, graphics, diagrams, formulae, signs, drawings, plans, as well as financial statements, general balances, balance sheets, financial and economic analyses, know-how, software, any technical, legal, economic, financial, accounting, business information, including, corporate and/or employment information, any data whatever their electronic format, electromagnetic media containing private information, brands, patents, trade names, industrial secrets, and maps, works, summaries, compendia, compilations, reports and all information that, as part of the programme, is protected by copyright and industrial property legislation.

The confidentiality of the information provided by programme participants will be guaranteed, except for information of a general nature about projects and their teams, which may be distributed among the general public, at any time and through any media. Participants likewise agree to guarantee the confidentiality of the information and the knowledge generated during the programme, as well as the confidentiality of technological assets subject to transfer by the University or the Research Centre.

mVenturesBcn reserves the right to take legal action to defend its interests in the event of breach of confidentiality by any participant.

12. PERSONAL DATA PROTECTION

Personal data provided for the purposes of the programme, and updates thereof, will be processed by mVenturesBcn in accordance with provisions of this clause.

mVenturesBcn will process the personal data provided by participants in order to manage their application to the programme and to inform and send notifications, by analogic and/or digital means, about activities, projects and new features of The Collider that may be of interest. The justification for the data processing is the management of participant applications, the sending of notifications, and the consent issued to us by participants.

mVenturesBCN will solely communicate these data when it is strictly necessary and, particularly, with partners that collaborate or take part in the design and development of The Collider programme. mVenturesBcn, as a company held entirely by MWCcapital, may likewise notify MWCcapital of participants' data for the above-mentioned ends. The data will be always processed in accordance with the protection level established in applicable Data Protection legislation and will not be subject to automated decisions.

Upon completion of the participant selection process, mVenturesBcn will keep the data that participants have provided in order to consider those candidacies for future editions. Participants may at any time cancel the consent issued for the receipt of notifications.

In provision that personal data is issued to third parties, the latter will have been previously informed of the contents of this clause, with personal liability to mVenturesBcn for any damages that may arise in the event of breach.

You are informed that at any time you may exercise, in the terms established in applicable legislation, your rights of access, rectification or deletion of data, or request restriction of processing or oppose it, and request the portability of your data, by writing to Barcelona Mobile Ventures, S.L. in Barcelona (08039) Plaça Pau Vila 1, Sector 2C (Palau de Mar Building) or by email to: thecollider@mobileworldcapital.com, indicating clearly the right you wish to exercise and accompanying the request with your National Identity Document or a similar document proving identity. A complaint may likewise be lodged with the Spanish Data Protection Agency.

13. IMAGE AND AUDIO RIGHTS

You are informed that by accepting these rules, participants authorise mVenturesBcn and MWCcapital to reproduce, use and disseminate their name and image, for the purposes of publicising them among the public at large without this yielding any remuneration in their favour.

Participants award mVenturesBcn and MWCcapital the rights to use images, voice, audios and videos, as well as the names of and explanations about projects and start-ups in any media and through any medium or format, for the exclusive purposes of promotion, dissemination and development of The Collider programme.

This endowment implies authorisation for transference to third parties, unlimited neither in geography nor in time, and free of charge.

ESSENTIAL VALUES AND STANDARDS OF BEHAVIOUR

The list below sets out the essential values and standards of behaviour to be observed by everyone involved in The Collider programme.

- a. **We help others whenever possible.** We are all busy and want to focus on our project, but we will always be respectful of others and try to help them with diligence and sincerity.
- b. **We appreciate the help of others.** No one will act alone and as The Collider community we will work toward a single goal: to create technology-based start-ups that impact industry and improve people's lives.
- c. **We are honest and transparent.** All comments we make, both in public and in private, will be truthful. We will not intentionally omit significant and relevant information to take advantage of and mislead others. We will strive to be clear and transparent in our communications.
- d. **We protect confidential information.** When we are given or have access to confidential and/or personal information, we will use all measures to ensure it is safeguarded. We will respect requests for privacy and confidentiality.
- e. **We communicate with each other.** We will provide all the information that is required about the projects or which can help us to improve within the programme with the utmost transparency.
- f. **We make mistakes to keep learning.** All comments and criticisms made by professionals to participants will be constructive and have the sole purpose of helping to improve and make the most of participation in the programme.

- g. **We do not steal assets or content.** We will encourage, respect and protect independent and innovative thinking. We will not steal other participants' and/or professionals' ideas or take advantage of such ideas without their consent. Likewise, we will not steal assets from other programme participants and/or professionals.
- h. **We do not work under the influence of drugs.** We are not allowed to participate in the programme under the influence of drugs.
- i. **We do not use insider information.** We are not allowed to use any insider information to which we have access as a result of our participation in the programme for personal or third-party benefit.
- j. **We respect the facilities.** We will keep the facilities in good condition and use them in a reasonable manner.
- k. **We respect regulations and recommendations, facility access, maintenance and security.** We will abide by and follow all existing recommendations and obligations for access to and the security of the facilities.
- l. **We report breaches of this code.** When we witness any action or comment which does not comply with the essential values and standards of behaviour stipulated in this code, we will bring it to the attention of programme managers.
- m. **We are committed to creating an open and welcoming workplace.** We are committed to making all professionals and participants feel accepted and we will respect the freedom to express their opinions, concerns and needs. We will communicate in a professional and appropriate manner at all times.
- n. **We do not tolerate unlawful discrimination, harassment or verbal or physical assault.** Conduct involving unlawful discrimination, harassment or verbal or physical assault is strictly prohibited.
- o. **We promote professional development.** Our actions and behaviour will be geared towards ensuring the happiness and professional growth of the participants and professionals in the programme.

ACCEPTANCE OF THE RULES

Participation in the programme implies full acceptance of the abovementioned rules.

Candidates who are selected must sign and forward these rules for participation by email to mVenturesBcn (thecollider@mobileworldcapital.com) prior to 30th November 2020.

Partial or total breach of these rules will lead to immediate expulsion from the programme, with no compensation whatsoever and regardless of the phase the programme is in.

Name	
Surname/s	
ID (Tax ID No., Foreigners' ID No., Passport No.)	
Email	
Telephone No.	
Address	
Town/city	
Country	

Barcelona, 25th February 2021

Participant's signature	Barcelona Mobile Ventures, SL

FOUNDING PARTNERS

