

ClimAccelerator

CLEAN CITIES

FIRST CALL ACCELERATION PROGRAM
CLEAN CITIES CLIMACCELERATOR
TERMS AND CONDITIONS FOR PARTICIPATION



Universidad Politécnica de Madrid (UPM) and Impact Hub Vienna GmbH (Impact Hub) and together with UPM hereinafter each an “Accelerator Manager” and together the “Accelerator Managers”), open the first Call (hereinafter, the “Call”) for its acceleration program for healthy and clean cities “Clean Cities ClimAccelerator” (hereinafter also referred to as the “Program”), with the support by EIT Climate-KIC and with the purpose to select startups with innovative projects for the renewable energy industry, mobility, green spaces and retrofitting, contributing to more sustainable, healthy and clean cities (hereinafter, the “Startups”).

In line with the findings of the *The future of cities*, the *Innovate4Cities Agenda* and the EIT Climate-KIC - *Transformation, in Time* strategy, the Clean Cities ClimAccelerator is an accelerator not only for the cities but by and with the cities, driven by a consortium of demand-owners and enablers with solid experience in the start-up ecosystem. It is an accelerator that catalyses innovation and collaboration along with Deep Demonstrations, a demand-led approach, matching demand with supply through systems innovation to transform to a net-zero emissions, resilient future. And it is an experimentation and innovation hub for cities, focused on innovative solutions for climate neutrality.

The selection of Startups to participate in the Clean Cities ClimAccelerator and to develop solutions for the climate neutrality of cities, will be implemented through a qualification and assessment process that will be governed in accordance with these terms and conditions (hereinafter, the “Terms”). In any case, the start-ups are advised to read carefully the Clean Cities ClimAccelerator website (see Sec. 1 below) and FAQ before applying.

1. Acceptance of the Terms and Conditions

Participation in this Call implies full and unconditional acceptance of these Terms and Conditions without exception. The Accelerator managers reserve the right to modify at any time the conditions of this Call, including its possible cancellation, committing to publish the new Terms or, where appropriate, the definitive cancellation of the Call through an announcement on the website

of Clean Cities ClimAccelerator (www.cleancities.network , hereinafter, the “Clean Cities ClimAccelerator Website” or the “Website”).

2. Purpose

The purpose of this Call is to strengthen entrepreneurial businesses in the form of Startups in the European Union, rewarding and supporting innovative solutions for tackling the issues of climate change in cities. The Startups have to submit a project that aims to resolve one of the challenges specified in the article 4.2. Technology scope.

This initiative aims to help the selected Startups, pursuant to the criteria they will receive: (i) financial support for developing their solutions and (ii) access to training activities and advice from experts who will act as their mentors. The Clean Cities ClimAccelerator will also drive local and global exposure and acknowledgement of the selected solutions through web and social media, as appropriate.

3. Application period

The application period will begin on April 12th, 2021 and end on May 16th, 2021, inclusive. The Accelerator Managers reserve the right to shorten or extend this period based on the quantity and quality of the applications received, by means of an announcement that will be published on the program's website. Applications must be submitted through the platform accessible from the Clean Cities ClimAccelerator website and / or through the following link: www.cleancities.network

4. Participation requirements

4.1. Applicants

This Call is addressed to Startups in the pre-commercial or early commercial stage with founders maintaining control of the company, that is, the majority of the share capital and voting rights, and therefore leading the Startup's

financial and business decisions. Startups can have their registered office in any European country. It is not necessary to move to any specific country.

4.2. Technology scopes

This Program aims to accelerate Startups working on any of the following topics:

TOPIC 1: Community retrofit/district renewal systems

Retrofitting buildings to improve the performance or to make them more energy-efficient and better at withstanding climate change-induced extreme weather as well to improve amenities for the building's occupants. Alongside thermal-energetic refurbishment, building services optimization is key to improving energy efficiency.

- Reimagining supply chains towards circular construction
- Carbon Footprint and Life Cycle Assessment of Buildings to Drive Zero Emission Buildings
- Efficient heating / cooling systems
- Heating / cooling systems based on electricity

**the subtopics are examples and not an exhaustive list.*

TOPIC 2: Green spaces and climate resilience/urban adaptation systems

To address climate risk, bolstering public health and community vitality by investing in nature - strategic interventions of nature-based solutions across multiple parts of the city using new models for deployment and engaging citizens.

- Efficient use and management of water on urban environments
- Nature based solutions for physical transformation of public spaces improving health and wellbeing of citizens
- Urban shading
- Income generating activities related to natural spaces on cities (ecosystem services)
- Planning support tools

**the subtopics are examples and not an exhaustive list.*

TOPIC 3: Mobility, logistics and public space systems

Mobility, logistics and public space systems are challenging topics in many contemporary cities. These topics give rise to important questions such as how does the element of public space affect the sustainability of urban mobility in contemporary cities? How does facilitating mobility contribute to the liability of the public realm? How can we trigger home-working shifts and mobility changes for systemic benefit through public-private partnerships?

- Building sustainable infrastructure – physical and digital – to support innovative mobility solutions
- Promotion of public transport and discouraging of private parking
- Electric mobility: charging infrastructure.
- Solutions for the city of “15 minutes”.

**the subtopics are examples and not an exhaustive list.*

TOPIC 4: Renewable energy systems

Renewable sources – e.g. from geothermal energy and low-temperature waste heat – must be developed to step up district heating and to increase the share of distributed generation of electricity. The use of state-of-the-art technologies and high environmental and energy awareness have to underpin the actions of private households, the municipal administration, with decentralised renewable energy supply in urban quarters suitable for this purpose playing an important role in this context.

- Smart Photovoltaics–Solutions for a renewable energy system
- Development of energy communities for the deployment of decentralised renewable energy solutions
- Tools for verifying the fulfilment of energy efficiency / carbon footprint on projects
- Mapping of available building roofs for energy generation

**the subtopics are examples and not an exhaustive list.*

TOPIC 5: Information, data systems and transversal enablers for decarbonisation

Cities follow different strategies towards decarbonization that typically involve a combination of different solutions, approaches and economic sectors but to achieve long-term goals require information, data, tools and processes as foundation. For example, data can be used to transform municipalities into being more efficient, effective and evidence-based:

- Data management for decarbonization
- Life cycle and carbon footprint analysis to support decarbonization processes on cities
- Methodologies and tools for carbon absorption assessment
- Data spaces: assessment and forecast systems for the design of environmental policies based on digital capabilities

In addition, other enablers or leverages could introduce innovations on processes or regulations allowing the acceleration of the decarbonization.

**the subtopics are examples and not an exhaustive list.*

4.3. Applications

The Startups must register and submit their official application for the Clean Cities ClimAccelerator via the website between 23.59 (CET) on 13 April 2021 and 23.59 (CET) on 16 May 2021, although the Accelerator Managers by joint decision may extend this deadline if they see fit.

The application form is intended to help applicants introduce themselves and their ideas or projects, and to gather the contact details required for the candidate selection process.

To strengthen their application, candidates have the option of attaching:

- A link to a video presentation of their project, which should last between one and three minutes
- Photographs, images, pictures, etc. of the project
- Any other media and/or audio visual material related to the project that could be of interest.

4.4. Language

Applications must be submitted in English.

www.cleancities.network

4.5. Geographical scope

The Call is open to Startups with registered seats and/or (if not registered) regular business addresses in the European Union.

5. The Acceleration Program

5.1. Communication to selected Startups

The list of Startups selected in the first stage of the Clean Cities ClimAccelerator will be published on the Clean Cities ClimAccelerator Website and will receive an email notifying them that they are admitted to start this stage of the Program. If they are not selected, the Startups will be sent an email to thank them for taking part.

This procedure will also be followed for the Startups selected in stage 2 and 3.

5.2. Acceleration period

The Program will run from June 2021 to February 2022 (the "Acceleration Period"), structured in different stages.

The Accelerator Managers reserve the right, by joint decision to modify these dates according to the needs of the Program.

The 30 Startups selected for the first stage three-month acceleration program according to Sec. 6 below, will receive training and mentoring. In this stage, the Program is de-localized and online, which means that startups can receive these activities without having to move to another city or country. Startups can focus their efforts on expanding their business, attending the events, training and networking.

After three months of intensive learning and growth, the interested Startups may apply to participate in stage 2. The 13 best Startups (as selected by the Accelerator Managers according to Sec. 6 below) will move on to the second stage of prototyping and developing a proof of concept with challenge owners. After four months of collaborations, networking, individual coaching,

etc. the startups will be able to validate their product / service in a real project.

Finally, the five top Startups (as selected by the Accelerator Managers according to Sec. 6 below) will have the opportunity to scale and access to investors in addition to receiving new added-value services.

5.3. Financial contribution

Startups admitted to the Program will receive during the first stage of the Acceleration Period a grant of FIVE THOUSAND EUROS (€ 5.000) each.

Startups admitted to run the second stage of the Acceleration Period will receive a grant of TWENTY THOUSAND EUROS (€ 20.000) each.

Startups admitted to run the third stage of the Acceleration Period will not receive any grant.

To receive the grants in each stage, Startups have to sign an agreement document which specifies the use of those funding. Personnel costs, expert services and other direct costs (travel, goods and services) can be included. Additionally, funds can be used as a travel budget to attend some accelerator activities (training, workshops, networking events, demo days and general business development activities). The timeframe to spend the money from grants is restricted by the acceleration program duration of the respective batch (exceptions may apply).

5.4. Startups maturity

This Program is ideal for Startups that are close to reaching the market or they have reached the market with innovative technology and/or business model solutions that have already been sufficiently demonstrated at any controlled environment.

5.5. Work Plan

Clean Cities ClimAccelerator will request admitted Startups in the beginning of each stage of the acceleration process a work plan with objectives, schedule and milestones to be met during the stage acceleration period (hereinafter, the "Work Plan"). The fulfilment of the Work Plan will be a commitment formally acquired by the Startups selected in the Clean Cities

ClimAccelerator Grant Award Letter defined in the following section as well as an essential requirement to receive the grants.

5.6. Regulatory Agreement

Entry into the Program will be subject to the signing of an agreement between the selected Startups and the organization that will regulate the rights and obligations for each of the parties (hereinafter, the “Clean Cities ClimAccelerator Grant Award Letter”).

Selected Startups that ultimately do not sign the Clean Cities ClimAccelerator Grant Award Letter will lose their right of admission to the Program. Failure to comply with the terms and conditions set forth in the Clean Cities ClimAccelerator Grant Award Letter, as well as any other breach of the commitments assumed by the selected Startups, will be cause for suspension of the acceleration and/or resolution of the Clean Cities ClimAccelerator Grant Award Letter. Notwithstanding the foregoing, taking into account the legal nature of the contributions made by Clean Cities ClimAccelerator, it reserves the right to suspend, exclude and / or terminate the acceleration of any of the Startups selected for justified reasons other than the above.

5.7. Dedication of the startup team

Startups admitted to the Program must have at least two people with dedication to the development of the Program. That people must be able and authorized to report to the Accelerator Managers the required information during the Acceleration Period and to report the documentation (deliverables, KPIs, etc.) at the end of stage 1 and 2 in order to receive the grants. Startups must have the necessary human resources to comply with the Clean Cities ClimAccelerator training and activities.

6. Selection of the Applications

The applicants grant each Accelerator Manager the right to evaluate the applications by the evaluators and judges it may appoint.

The selection for the first stage will take place in May 2021. A jury composed of experts and partners (the "Jury") will review the applications. If needed, eligible applicants would be invited to a short online presentation (5 minutes + Q&A). The Jury will evaluate the Startups using the following criteria:

- Content of the application document (please, review both the Criteria section in the Clean Cities ClimAccelerator website and the FAQ document to learn more about the criteria selection).
- Potential impact that participation in the accelerator may have on the startup.
- Clarity and quality of Q&A replies.
- Dynamism of the presentation.
- Structure and narrative.

Finally, the Jury will choose the 30 startups admitted to the ClimAccelerator stage 1 based on these criteria selection items.

At the end of the first stage, the Startups will be informed about the next steps to continue with the second stage applications.

The Jury may decide to leave the Call void when it considers that the applications submitted do not meet the expectations and/or objectives of Clean Cities ClimAccelerator. Decisions of the Jury are final and binding upon the Startups and are unappealable.

7. Industrial and Intellectual Property

Clean Cities ClimAccelerator will not claim, nor do the applicants grant, any right over any intellectual property of the applicants for participating in this Call.

7.1. Intellectual property regarding the material submitted for presenting the project

As stated in section 4.3 of these terms and conditions for participation document, Startups may optionally submit videos, photographs and other audio visual materials to enhance their application ("Material" or "Materials").

By submitting the Materials, the representative of the Startup (“Representative”) accepts and guarantees that:

- The Representative and/or the Startup, as the case may be, is the sole proprietor of the same.
- The Material does not infringe any third-party rights (including intellectual property rights).
- Any third party appearing in the Material has given proper consent to the Representative to be photographed or filmed and used as permitted according to this document.
- All the information supplied by the Representative in this document is true and accurate.
- The Material does not involve any defamation or libel against any person, company and/or association.
- It does not contain any prohibited components, such as viruses or spam, or links to the same.

The Representative, in a personal capacity, and the start-ups are solely responsible for the material submitted and hold Clean Cities ClimAccelerator and its partners blameless against any claims (judicial or extrajudicial) that arise or may arise as a result of using it.

7.2. Branding and distinguishing signs

The Startup will authorize Clean Cities ClimAccelerator to publicly disclose any content belonging to the Startup that it may submit for its application for the Call, particularly enterprise logos, brands and/or registered trademarks as well as other trade signs and industrial property rights used by the Startup, which may be published by the Accelerator Managers on websites and social media to publicise the Program in general as well as the results of the selection process. For this purpose, the Startup states and guarantees that it is the sole owner of the intellectual and industrial property rights for the content provided, or is fully entitled and authorised to make use of all rights regarding it. The Startup will indemnify and hold Clean Cities ClimAccelerator harmless against any claim or complaint of third parties arising from a breach of the terms of this clause.

8. Communication of the support of Clean Cities ClimAccelerator

Applicants expressly authorize each Accelerator Manager to disseminate, through any internal and/or external media it deems appropriate, the names of the Startups if they are admitted to the Program, without being entitled to any compensation whatsoever, even before admission is formally granted.

The publication of the names of the Startups in the case indicated in the previous paragraph will not generate any legal rights, since admission to the Program is subject to the formalization of the subsequent Clean Cities ClimAccelerator Grant Award Letter.

The dissemination of the selected Startups via social media and websites (from Clean Cities ClimAccelerators, Accelerator Managers or EIT Climate-KIC, among others) will mention the name of each of the selected Startups, a brief description of their selected project, names of the team members, logos and links to their website and social media profiles.

The decision concerning the final selection in each stage may lead to the organisation of various communication activities for announcing the results of the Call and for promoting and publicising the selected start-up projects. In particular, with respect to the use of image, the candidate Startups state:

- i. That they are familiar with the terms and conditions of this Call.
- ii. That, pursuant to the above, they authorise Clean Cities ClimAccelerator to use the image of all and any members of the selected Startups (the "Image"), their appearance, names and surnames and any statements and interpretations they may make (the "Statements"), for the purposes of exploitation, and, especially, the rights to reproduce, distribute, publicly announce and transform them, wholly or partially, in any format or medium and via any system, procedure or model known at the present time or that may be developed in the future, either internally or externally, including, but not limited to, the following types of exploitation:
 - a) Advertising exploitation, i.e. the right to use the image and/or the statements to promote the Call.

- b) Printed edition, i.e. the right to publish the image and/or the statements on paper for distribution in magazines, brochures, postcards, books or any other format that allows them to be disseminated on paper or similar by distributing copies.
 - c) Video exploitation, i.e. the right to exploit and distribute the image and/or the statements for non-commercial viewing by consumers via video systems, where the consumers are free to control when and how often they wish to view the material.
 - d) Online exploitation, i.e. the right to distribute the image and/or the statements via computer networks integrated through the use of any protocol, whether currently known or developed in the future, including, but not limited to, "Internet" protocol, or any successive or similar technology used to access those computer networks and view the image on any viewing device, including Clean Cities ClimAccelerator social media profiles.
- iii. That the rights referred to in the preceding section are transferred with no receipt of any compensation whatsoever and that, therefore, they waive any claim for the same and release Clean Cities ClimAccelerator and any of the Accelerator Managers from any liability in relation to any claims concerning transfer of rights that may be submitted by the owners of the rights or by third parties.

9. Confidentiality

Clean Cities ClimAccelerator undertakes, except in the case of a judicial or administrative authority requirement, not to disclose the information provided and expressly designated as confidential by the participants in this Call (hereinafter, the "Confidential Information").

Participants in the Call authorize Clean Cities ClimAccelerator to share the Confidential Information with collaborators of the Program as evaluators, judges or mentors. In this case, all collaborators will be asked to sign a confidentiality agreement.

10. Data Protection

Participation in this Call is voluntary. The Call requires processing of personal data supplied by the applicants. The purpose of the following data processing information is to inform the applicants to this Call about the practice concerning control of personal data, the related rights of the applicants and the possibilities available for enforcing these rights, in line with EU General Data Protection Regulation:

- Responsible parties: the Accelerator Managers
- Data to be processed: all data supplied by applicants, as well as those derived from their participation in this Call.
- Purpose: the accomplishment of necessary tasks for the development of the Call, including contacting the applicants and the publication of the list of the admitted applicants in any internal and/or external media.
- Legitimate basis of treatment: your consent expressly manifested in the application process.
- Data recipients: those deemed necessary according to the law, and the suppliers of services responsible for carrying out data processing.
- Rights of the interested parties: access, rectification, opposition, suppression, limitation to treatment, portability and to withdraw the consent provided. These rights may be exercised through a communication to the address of Clean Cities ClimAccelerator: contact@cleancities.network. In addition, a claim to the supervisory authority can be filed at any time.
- Duration of data processing: during the time of the Call and, once finished, for the period of prescription of civil, trade, criminal and/or administrative responsibilities.
- Additional information: for detailed information about the regulation of personal data applicable to this Call, please read the Privacy Policy on the Clean Cities ClimAccelerator's website at www.cleancities.network

11. EIT Branding

As a recipient of the EIT grant, Startups are required to be compliant with the EIT branding rules and must guarantee that EIT Climate-KIC logo and EU flag are well represented according to EIT Climate-KIC Brand Guidelines.

12. EIT KPIs and Reporting

As a recipient of the EIT grant Startups will have and expressly agree to:

- Contribute to KPIs of the program:
 - o Products (goods or services) or processes launched on the market/ invoiced
 - o Investment attracted by start-ups supported by KICs
 - o Success stories submitted to and accepted by EIT
 - o Startups supported by KICs
- Report their performance and respond to the surveys when required to fulfil the achievement of KPIs and reporting.

13. Loss of status as selected Startup

The start-ups may be excluded from this Call at any time and, if they are selected, their grant and added value services may be withdrawn, if they are affected by any of the following situations:

- Conflicts for any legal reason or involved in judicial proceedings or any other situations that could potentially damage the Clean Cities ClimAccelerator and its partners' reputation.
- Using the grants for purposes not relating to developing the challenge solution.
- No longer complying with Clean Cities ClimAccelerator values, as the start-up may not perform any actions that are contrary to these values.

Non-compliance with the above obligations may entail the candidate's expulsion from the Call and the compulsory refund to Clean Cities ClimAccelerator of any expenses it has already incurred.

14. Applicant Declaration

By submitting their applications, Startups expressly declare and guarantee to Clean Cities ClimAccelerator:

- a) That the applications presented are originals of their authors and/or that they have the free disposition of any ideas, images or any other elements incorporated in their presentation.
- b) That they have the consent of all third parties whose personal data they provide in their applications.
- c) That the information provided does not contain own or third-party confidential information or industrial secrets or, where appropriate, that they have the authorizations and licenses that allow their communication within the framework of this Call.
- d) That they have full legal capacity and the capacity to take part in the Call, and that their participation does not violate any regulations of any kind.
- e) That they shall bear any taxes that may arise from participation in this Call, as well as from the eventual reception of any of the anticipated financial contributions of the Program.
- f) That Accelerators managers shall not be held liable for any damages, losses, costs and/or claims that applicants may incur or that these may suffer as a result of submitting their applications.

15. Acceptance of the terms and conditions

Participation in this Call entails compliance with, and full acceptance of, these terms and conditions.

Clean Cities ClimAccelerator reserves the right to amend the terms and conditions for this Call at any time, and even to cancel the Call, although it undertakes to announce the new term and conditions, or the definitive cancellation of the Call, with sufficient notice.

Decisions by the jury, the organisation and other parties involved will be final, and must be accepted by all candidates.

16. Law and dispute resolution

This Call, as well as any relationships arising from it between the applicant(s) and Clean Cities ClimAccelerator, shall be governed by applicable European legislation in force. Any disputes that may arise between the participant(s) and Clean Cities ClimAccelerator and that cannot be solved amicably between the parties involved shall be submitted to the competent courts and tribunals of Vienna.