

Regulation

Article 1 Scope

1.1. NOURISH is an initiative promoted by INL (International Iberian Laboratory of Nanotechnology), co-financed by PT 2020 Program under the reference POCI-01-0246-FEDER-026767, with the objective of establishing an interactive marketplace for pilot production facilities. It also aims to support companies in developing prototypes and services in the areas of nanotechnology and advanced materials. For this purpose, a call for the development of prototypes and demonstrators will be launched during the implementation of the NOURISH project. This call will be named: Nourish Prototyping Instrument.

1.2. The Prototyping Instrument, governed by the herein rules, will select up to four (4) pre-competitive projects to be supported through different consecutive stages: Prototyping design and definition stage, Prototyping development and Business Plan Support.

Article 2 Promoting Entity

2.1. The Promoting entity is the International Iberian Nanotechnology Laboratory (INL), with headquarters at Avenida Mestre José Veiga, 4715-330 Braga (Portugal).

Article 3 Eligibility Criteria

3.1. The Nourish Prototyping Instrument is open to companies, startups and entrepreneurs (hereinafter, 'Proposers ') that meet the following criteria:

- (a) Proposers must be established in Portugal.
- (b) The Project must be implemented in Portugal.
- (c) The Project proposed must aim a solution evolving nanotechnology based concepts.
- (d) The Project must have a marketed oriented application in any of the applied research areas of INL: health, food and environment, information and communication technologies and renewable energy.
- (e) It is highly valued that Projects have demonstrated feasibility at laboratory scale (Technology Readiness level above 4).

Article 4

Selection Process

4.1. The selection process will be made by a Jury comprising INL researchers and members of its Business & Strategic Relations Department.

4.2. This Jury will make a shortlist of the three (3) most outstanding applications.

4.3 The selection process will be based on the proposal application and requested clarifications (if needed), according to the following criteria:

- (a) Originality and replicability: The extent to which the idea is innovative, original and a first-of-a-kind use of the technology in industry or in the domain of application (Intellectual Property Rights).
- (b) Technological readiness level (above TRL 4).
- (c) Economic impact and exploitation of the innovation: The extent to which the proposal demonstrates understanding and awareness of the relevant aspects such as competitiveness, including market potential/needs and business opportunities.
- (d) Plans for potential exploitation and further development of the innovation:
 - a. Total investment and time to reach the market.
 - b. The short term potential (6 months) for successful exploitation and further development of the innovation, as described in the application.
- (e) Participant profile and quality: Curricular evaluation of the members of the project.

Article 5 Application Deadline

5.1. The Prototyping Instrument will be continuously open but with multiple cut-off selection dates, which means that there will not be a fixed deadline to submit a proposal, there will be an evaluation session after each cut-off date and for each date the submitted proposals will be grouped, reviewed and ranked together. Evaluation results are made available immediately after.

Article 6 Application Procedure

6.1. The participation in the Nourish Prototyping Instrument is free of charge and applications must be formalized through a description of the project, to be presented in a proper form, available online, under the following links: <http://www.nourish.inl.int/>

6.2. The application process will consist of the correctly filled application form, along with any other documents that can demonstrate the degree of innovation of the project and its potential impact in terms of competitiveness, originality and economic value.

6.4. The complete application for the Nourish Prototyping Instrument must include the following documents:

- (a) A technical description of the Project.
- (b) Proof of Intellectual Property Rights ('IPR') permission, if relevant.

6.5. Proposers may be asked at a later stage for further documents.

6.6. Proposers are responsible, in all legal terms, for their originality and authorship.

Article 7 Evaluation

7.1. The Jury will evaluate each of the applications against the five award criteria and score them as follows:

CRITERION	Maximum points
Originality and replicability	4
Technical excellence	4
Economic impact and exploitation of the innovation	7
Plans for potential exploitation and further development of the innovation	5
Total	20

7.2. The decision of the Jury will be based on a record signed by all its members.

7.3. The decision of the Jury cannot be appealed.

Article 8 Prize

8.1. Projects selected will be entitled to a prize consisting of the following:

- (a) Mentoring support on design, technical requirements and legal issues related with product certification and Intellectual Property Rights;
- (b) A sixty thousand euros (€60,000.00) of in-kind contribution to be used in services of prototyping related with the implementation of the Project and to be executed within a maximum period of six (6) months after its award.
- (c) Access to the European Pilot Facility Network, benefitting from all the advantages of being part of an integrated marketplace for pilot production facilities and innovation hubs.

8.2. The winners of the Prize shall sign a declaration of acceptance in accordance with the terms of this regulation.

8.3. The Jury reserves the right not to award the prize if it considers that the applications submitted do not meet the minimum criteria set out in this Regulation.

Article 9 Duty of Confidentiality

9.1. All information, in whatever form or mode of communication, whether in tangible or intangible form, which is disclosed by the Promoting Entity and by the Proposers in connection with the execution and participation in the Nourish Prototyping Instrument, and which has been explicitly marked as “confidential” at the time of disclosure shall be considered “confidential information” of the disclosing party. When such information is disclosed orally and has been identified as confidential at the time of

disclosure and, has been confirmed and designated in writing within fifteen calendar days from oral disclosure at latest, as confidential information, shall be considered “confidential information” of the disclosing party.

9.2. During the duration of the NOURISH project, the Promoting Entity and its representatives and the Proposers undertake:

- a) Not to disclose confidential information otherwise than for the purpose for which it was disclosed.
- b) Not to disclose confidential information to any third party without the prior written consent of the disclosing party.
- c) To ensure that internal distribution of confidential information by a recipient party shall take place on a strict need-to-know basis.

9.3. The above shall not apply for disclosure or use of confidential information if, and in so far the recipient party can show that:

- a) The confidential information becomes publicly available by means other than a breach of the recipient confidentiality obligation.
- b) The disclosing party subsequently informs the recipient that the confidential information is no longer confidential.
- c) The confidential information is communicated to the recipient without any obligation of confidence by a third party who is to the best knowledge of the recipients in lawful possession thereof and under no obligation of confidence to the disclosing party;
- d) The confidential information was already known to the recipient prior to disclosure has evidenced by written documentation.

Article 10 Intellectual Property Rights

10.1. The Intellectual Property Rights concerning technology and applications belong to the respective(s) owners(s).

10.2. Ownership of Intellectual Property that results from development efforts beyond provided technology consultancy, mentoring, technical services and access to labs of NOURISH promoter is defined case by case before engagement in such activities, by separate written agreement, in order to protect possible existing Intellectual Property from each side, and the contribution of each party in the result from that collaboration.

Article 11 Other Provisions

11.1. Publicity — Promoting the prize — Visibility of funding

11.1.1. Publicity by the Winner

- a) The Winners must promote the prize and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.
- b) Unless the Promoting Entity requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.)

must: (i) display the NOURISH Project and PT 2020 emblem and (ii) include the following text: 'Winner of the Nourish Prototyping Instrument from the NOURISH project co-funded by Portugal 2020'

- c) For the purposes of their obligations, the Winner may use the aforementioned emblems without first obtaining approval from the Promoting Entity. This does not, however, give it the right to exclusive use. Moreover, the Winner may not appropriate the emblems, either by registration or by any other means.

11.2. Publicity by the Promoting Entity and the NOURISH Project.

- a) The Promoting Entity and the NOURISH Project may use, for its communication and publicising activities, information relating to the Nourish Prototyping Instrument Winners, documents notably summaries for publication and deliverables as well as any other material, such as pictures or audio-visual material that it receives from the Winner and the shortlisted candidates (including in electronic form).
- b) The Promoting Entity and the NOURISH Project will publish the name of the shortlisted candidates and the Winner, their origin, the Prize and its nature and purpose – unless they have requested to waive such publication (because disclosure risks threatening their security and safety or harm their commercial interest).
- c) Photos and videos taken by the Promoting Entity and the NOURISH Project either in preparation of the award ceremony or during the award ceremony are the sole property of the NOURISH Project.

11.3. Processing of personal data

11.3.1. Processing of personal data by the Promoting Entity and the NOURISH Project

Any personal data will be processed by the Promoting Entity and the NOURISH Project beneficiaries under the applicable data protection rules and in accordance with the NOURISH website privacy notice. The shortlisted candidates and the Winner consent that the Promoting Entity and the NOURISH Project beneficiaries publish the following information: (i) name, (ii) address or NUTS 2 region; (iii) their activities in relation to the award of the prize; (iv) prize amount in whatever form and medium.

11.3.2. Processing of personal data by the Proposers

The Proposers must process personal data in compliance with applicable EU and national law on data protection (including authorisations or notification requirements, if any).

11.4. Conflict of interests

11.4.1. The Proposers must take all measures to prevent any situation where the impartial and objective award of the Prize is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests').

11.4.2. The Proposers must inform the Promoting Entity without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

11.4.3. The Promoting Entity may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

11.5. Liability for damages

11.5.1. The Promoting Entity and the NOURISH Project beneficiaries cannot be held liable for any damage caused to the Proposers or to third parties as a consequence of the Prize, including for gross negligence.

11.5.2. The Promoting Entity and the NOURISH Project beneficiaries cannot be held liable for any damage caused by any of the Proposers in the context of the prize.

11.6. Withdrawal of the Prize — Recovery of undue amounts 11.6.1. The Promoting Entity may withdraw the Prize and recover all payments made, if it finds out that: (a) false information or fraud or corruption was used to obtain it or (b) the Winner was not eligible or should have been excluded (c) the Winner is in serious breach of its obligations under this Regulation.

Article 12 Contact

12.1. Any doubts about the Nourish Prototyping Instrument, namely on the eligibility of projects, the submission of applications, their assessment, or other, may be clarified through email to: innovation@inl.int.

Article 13 Amendments

13.1. This Regulation may be subject to amendments at any time.

13.2. The Promoting Entity reserves the right to modify the composition of the Jury, if deemed necessary.

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