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Regulation for
Big Corporation's Challenge selection and Participation
3rd cut-off

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1	17/12/2021	PITCCH consortium	Final version integrating the legal check.

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1 Article 1 - Scope

1.1 The Pan-European Open Innovation Network for Corporate Challenges in advanced technologies (PITCCH) Project has received funding from the European Union’s Horizon 2020 Research and Innovation Programme under Grant Agreement n° 882463.

PITCCH project aims to increase the competitiveness of European industries by building a Pan-European Open Innovation (OI) network where Technology Centres (TCs) act as intermediaries to facilitate the establishment of structured collaborations between Big Corporations (BC) as technology seekers with Small and Medium-sized Enterprises (SMEs) as technology providers and this way accelerate the market uptake of advanced technologies through different sectors.

The overall goal is to promote collaborations between BCs and SMEs through targeted actions. TCs will work closely with BCs to better understand the needs and define Corporate Challenges (hereinafter ‘the Challenge’). A total of 17 Challenges will be selected and launched throughout the lifecycle of the project under three different cut-offs dates (1st cut-off, 2nd cut-off and 3rd cut-off) to attract and identify SMEs as potential technology providers. Per each cut-off, 5 challenges will be selected and launched¹.

1.2 This document sets out the rules and conditions for the submission and selection of the 5 Challenges under the third cut-off of the PITCCH project.

1.3 The PITCCH Challenge selection is the process that includes the submission of the Challenges by BCs and the selection of the Challenges to be published. The outcome of this process is the publication of the Challenges on the PITCCH Open Innovation Platform (hereinafter ‘the Platform’) and the starting of the process for attracting and selecting SMEs/startups proposals addressing the Challenge request.

1.4 The BC participation is the process that involves the BCs whose Challenges have been selected for publication. The participation includes the definition of the criteria to select SMEs/startups proposals, the evaluation of SMEs/start-ups’ proposals, the organisation of a PITCCH Day and the establishment of a collaboration agreement with the selected SME/startup and if applicable with the TC or TCs involved by the selected SME/startup to implement a project with duration of 6 months.

2 Article 2 - Promoter

2.1 The promoter is the PITCCH Consortium which is composed by the following partners:

1. INTERNATIONAL IBERIAN NANOTECHNOLOGY LABORATORY (INL), the Coordinator;
2. NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK (TNO);
3. RINA CONSULTING SPA (RINA-C);
4. STEINBEIS 2I GMBH (STEINBEIS);
5. AVITAMINADOS LDA (VITAMINA)

¹ For the first cut-off, the number of Challenges to be launched was originally 5. Due to COVID-related travel restrictions, the PITCH days will not be performed in person, but as virtual events. Funds originally allocated to supporting travel costs for SMEs to attend the events will be used to support two additional SMEs under the first-cut-off, allowing to increase the Challenges of two more. The number of Challenges foreseen for the second and third round of calls is still 5 as originally planned.

3 Article 3 - Eligibility Criteria

3.1 The Challenge is defined as a technological request from a BC, outlining the description of a technological need to develop a new product/process or service and/or to improve an existing product/process or service. The development and/or improvement of a product/process/ or service shall be finalised to address and/or solve a challenge of relevance for the economy and society.

3.2 BC is defined as any enterprise other than a micro-, small or medium enterprise within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014².

3.3 The PITCCH Challenge selection process is open to Challenges that meet the following eligibility criteria:

- a) The Challenge shall be proposed by an individual BC (hereinafter ‘Proposer’);
- b) the Challenge shall be relevant to one or more of the European priority areas and global challenges as described in art.4 (hereinafter ‘Challenge area’);
- c) the Challenge shall seek for a solution based on advanced technologies;
- d) the Challenge shall further require novel solutions that are not already available in the market, hence involve research activities.

4 Article 4 - Challenge area

4.1 The proposer’s Challenge shall be relevant to one or more of the European priority areas and global challenges, as listed below:

a) Digital, industry and space: this area includes challenges and priorities finalised to increase competitiveness, resource-efficiency and resilience of the European industry through digitalisation and digital transformation. It tackles for instance advanced manufacturing, predictive maintenance, improved warehouse and logistics, safer working environments, training and skills.

b) Climate, energy and mobility: this area concerns challenges/priorities addressed at adapting and mitigating climate change; by shifting towards low carbon innovations, energy efficient systems and buildings, smart and safe mobility and transport with respect of the environment and the safety of citizens (such as intelligent transport systems, autonomous driving, predictive maintenance, road safety).

c) Health: priorities/challenges related to this area are aimed at facing increased prevalence of chronic and rare diseases, cancer and ageing population as well as risks posed by external threats such as infectious diseases and environmental aspects. There is a need for diversified and personalised care; preventive and precision medicine, equality in accessing health and care.

d) Food, bioeconomy, natural resources, agriculture and environment: this area is aimed at addressing challenges/priorities that accelerate the transition towards sustainable agri-food systems, to ensure food and nutrition security and its economic, social and environmental foundations, safeguarding the natural resource base protecting biodiversity and seas, oceans and inland waters.

e) Civil security and society: priorities/challenges in this area are related to increased security for citizens in different aspects ranging from natural disaster risk management, to management and monitoring of external borders, to protection from violent attacks in public spaces, to cybersecurity and a secure online environment that protects citizens’ data and online activities.

² <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014R0651&from=EN>

f) Culture, creativity and inclusive society: the priorities under this area respond to the most pressing social, political, economic and cultural concerns. It addresses promotion of better understanding and access to cultural heritage (including tourism); it tackles inequalities, such as social exclusion and gender discrimination; it assists modernisation of democratic governance.

5 Article 5 - Application Deadline

5.1 The deadline for the submission of the Challenge is on the **14st February 2022**.

6 Article 6 - Application Procedure

6.1 The Application Procedure consists of the completion and submission of the Challenge Application Form in all its sections that will then be subject to evaluation and selection for publication.

6.2 The application process takes place onto the Platform.

6.3 The Proposer shall first register its profile on the Platform and then complete and submit the Challenge Application Form available on the Platform.

6.4 Proposers may apply more than one Challenge under the same cut-off, with different applications seeking for a different solution, preferably in a different area, and may apply more than one time under different cut-offs. However, no more than one Challenge per Proposer can be selected in a single round.

7 Article 7 - Selection Procedure

7.1 The selection of the Challenges will be carried out by a Panel composed of three (3) members and one moderator (1) from the PITCCH consortium.

7.2 Each member of the panel will perform individually the evaluation on the Challenges based on the criteria outlined in art.8.

7.3 The final evaluation of the Challenge will be the average of the single evaluations provided by the three members. The single evaluations will be screened by the moderator who will be in charge of making the averages and prepare a single Evaluation Summary Report per Challenge.

7.4 Based on the Evaluation Summary Reports, a classification of the Challenges will be made. The first five (5) Challenges in the ranking will be selected for publication and for proceeding with the following steps of the process. In the event of having multiple Challenges submitted by a single Proposer, only the higher ranked one will be kept in the ranking.

7.5 The decision of the Panel cannot be appealed.

8 Article 8 - Evaluation

8.1 The Panel will evaluate each of the applications against the criteria and score them as follows:

Criteria	Weight (%)	Score	Maximum Score
Challenge Potential			
Novelty/degree of Innovation of the Challenge	15	From min. 1 (little to no extent) to max. 5 points (very high extent)	0,75
Challenge feasibility (technical, time and budget)	15	From min. 1 (little to no extent) to max. 5 points (very high extent)	0,75
Challenge resolvability by an SME or start-up. Easiness to identify SMEs or start-up as solution providers.	10	From min. 1 (little to no extent) to max. 5 points (very high extent)	0,5

Challenge potential socio-economic-environmental/ecologic impact, including relevance to European priorities	20	From min. 1 (little to no extent) to max. 5 points (very high extent)	1
Challenge area assessment in relation to the PITCCH Challenge portfolio	10	From min. 1 (little to no extent) to max. 5 points (very high extent)	0,5
Corporate potential			
Open Innovation Capability of the BC	15	From min. 1 (little to no extent) to max. 5 points (very high extent)	0,75
Robustness of the BC	15	From min. 1 (little to no extent) to max. 5 points (very high extent)	0,75
Total			5

8.2 In case of parity in the evaluation of two or more Challenges, a consideration of the Challenge area/targeted sector in relation to the PITCCH Challenges portfolio will be made. Preference will be given to the Challenge which area and/or targeted sector is not represented yet or is underrepresented in the PITCCH Challenges portfolio to guarantee wide representativeness in the spectrum of areas/sectors.

9 Article 9 - Results

9.1 Results about the selection of the Challenges will be communicated by the **21st of February 2022**.

9.2 Proposers will be notified if the Challenge has been selected or not.

9.3 If an improvement of the Challenge description is deemed necessary before publication, selected proposers will receive indications on how to improve the description and will be requested to address them within five (5) working days. Following this step, the Challenge will be ready for publication.

10 Article 10 - Launch of the Challenge: third cut-off

10.1 The selected Challenges will be published and launched on the Platform **by the 1st March 2022**.

10.2 An event will be organised where BCs of the selected Challenges will be invited to present the Challenges.

10.3 After the Challenges are published, the PITCCH consortium provides support in the dissemination of the Challenges to enable a competitive match-making and in the scouting of the technologies to facilitate the search of the most qualified SMEs/Start-ups.

10.4 The lead applicant to solve the Challenge shall be an SME or start-up.

10.5 SMEs/Start-ups will enter the application process to submit their solution proposals in relation to the Challenge in one stage, hereinafter ‘the Application’, by indicatively **the 12th of April 2022**.

10.6 SMEs/Start-ups can be the only applicants or can foresee to involve one or more Technology Centres from the PITCCH network or alternately from outside the PITCCH network, provided that they validate their eligibility by registering in the Platform. The TC/TCs can be involved with a role of co-implementing the collaborative project or of providing specialised services that facilitates the solution’s development for solving the Challenge (e.g. feasibility study; technology advice, testing; validation; prototyping; technology positioning and/or access to specialised infrastructure and equipment).

10.7 The TC/TCS involved to solve a Challenge and the BC owner of the Challenge must not be dependent on each other where there is a controlling relationship between them: a legal entity is under the same direct or indirect control as another legal entity; a legal entity directly or indirectly controls another legal entity; a legal entity is directly or indirectly controlled by another legal entity.

For the avoidance of doubt, control may, in particular, take either of the following forms:

- a) the direct or indirect holding of more than 50 % of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity;
- b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

The following relationships between legal entities shall not in themselves be deemed to constitute controlling relationships:

- a) the same public investment corporation, institutional investor or venture-capital company has a direct or indirect holding of more than 50 % of the nominal value of the issued share capital or a majority of voting rights of the shareholders or associates;
- b) the legal entities concerned are owned or supervised by the same public body.

11 Article 11- Participation of the BC in the selection process

11.1 The members of the PITCCH consortium will perform an eligibility check of the SMEs/Start-ups’ proposal received under the Application. The eligibility check aims to certify that the SMEs/Start-ups’ proposals meet the eligibility criteria.

11.2 BCs will have the possibility to visualise the full proposals on the Platform and will be requested to evaluate the SMEs/Start-ups’ proposals that pass the eligibility check. BCs will have to perform this evaluation using the evaluation grid provided by the PITCCH consortium and the ones jointly defined. It is advised that at least two (2) members of the BCs are involved in this process.

11.3 BCs shall provide to the Challenge Manager, member of the PITCCH consortium responsible for a given Challenge, the evaluation reports based on the evaluation grid provided by the PITCCH consortium. Based on the BC’s evaluations, the Challenge Manager shall generate the final score per SME/start-up’s proposal, in the case an average is needed between two or more evaluations from different members of the BC, and rank the SMEs, up to a maximum of ten (10) SMEs/Start-ups’ proposals, and if applicable create a reserve list of five (5) SMEs/Start-ups’ proposals.

11.4 The ranking will be validated and included in the Platform by the BC. The SMEs/Start-ups that received the highest ranking, up to a max. of ten (10), will be invited to the PITCCH Day.

12 Article 12 Organisation of the PITCCH Day

12.1 PITCCH Day: is the event that the BC shall hold to host the selected SMEs/start-ups invited to deliver a pitch. This event can be organised virtually. This will be the final step of the evaluation process.

12.2 The PITCCH Consortium will support the BCs in the organisation of the PITCH Day, providing all materials needed (template for the pitch delivery, preparation of the agenda and the list of pitches, evaluation forms).

12.3 The PITCCH Day shall take place **by May 2022** the latest.

12.4 The BCs shall form a jury of at least two (2) or more members of personnel staff (from either R&D, or technical/engineering, operations, marketing, management departments).

12.5 The Challenge Manager from the PITCCH Consortium will be present to the PITCCH Day and moderate the evaluation.

12.6 At conclusion of the PITCCH Day, the selected SME/Start-up will be announced. In the case a common consensus cannot be achieved on the PITCCH Day, the announcement can be made in the following days, no later than five (5) working days after the PITCCH Day.

12.7 If necessary, the selected SME/Start-up may select one or more TC/TCs from the PITCCH network or alternately from outside the PITCCH network, provided that they validate their eligibility by registering in the Platform, to co-implement the collaborative project or to access specialised services that facilitates the solution’s development for solving the Challenge. The decision on the TC/TCs can be discussed with the BC which can indicate and advice on TC/TCs. Nevertheless the final decision is taken by the SME/Start-up.

12.8 Same as art.10.7.

13 Article 13 - Collaboration agreement

13.1 The BC shall enter into a collaboration agreement with the selected SME/Start-up and, if applicable, with the Technology Centre that the SME/Start-up selects to co-implement the collaborative project or to receive specialised services to solve the Challenge.

13.2 The BC can request free-of-charge brokerage services from the PITCCH Consortium to support any stage of the collaborative project implementation, e.g. negotiation (assistance on the collaborative agreement and on Non-Disclosure Agreement) and moderation (support to facilitate and assist parties in reaching agreements).

13.3 The collaborative project shall have its starting date in June 2022 or no later than August 2022 and have a duration of 6 months. The starting date shall be agreed between the entities involved and reported to the PITCCH consortium.

13.4 The BC shall contribute to the Technical Report that will be prepared by the SME/Start-up at the conclusion of the collaborative project.

14 Article 14 – Funding provisions for selected SMEs

14.1 Funding provision from the PITCCH consortium: the selected SME/Start-up will become third party of the PITCCH Consortium. The selected SME/Start-up will receive a funding support equal to €5k to solve the Challenge, meaning to cover expenses related to the innovation activities that will be carried out within the 6 months duration of the collaborative project.

14.2 Funding provision from the BC: the BC must commit upfront (at the time of the Challenge selection and publication) a funding support of a minimum amount equal to €5k. This funding amount can be allocated to provide an award to the selected SME/Start-up for innovation activities addressed to solve the Challenge or to the selected SME/Start-up for accessing specialised expertise, services, equipment offered by the Technology Centre for the implementation of the collaborative project.

14.3 Additional funding provision from BC: the BC may decide to allocate additional funding support higher than €5k and proportionate to the Challenge scope, as an award for the selected SME/Start-up already at the time of the Challenge launch.

15 Article 15 – Confidentiality and Use of Confidential Information

15.1 Confidentiality and the use of Confidential Information shall be governed by the provisions of section 10 of the PITCCH Consortium Agreement, a copy of which is annexed to this document.

15.2 For clarity, members of the consortium are entitled to act as disclosing parties or as recipients, separately or jointly with other members, to the extent required for the execution of the project and, included, but not limited to the Challenge.

15.3 The acceptance of and the agreement with all terms and provisions of art. 14 shall be deemed for the BC, participating in the Challenge selection and launch in the Platform.

16 Article 16 – Challenge Communication and Promotion

16.1 The PITCCH Consortium and the BC shall agree on the content of the Challenges to be published in the Platform in order to communicate, advertise, and publicise the Challenges as necessary for the performance of the PITCCH Project’s activities, under Grant Agreement no. 882463.

16.2 The Challenges will be promoted on the Platform, in related project events and other means of communication (i.e. social media, press release, and newsletter) and through the PITCCH consortium’s networks. The PITCH Day will be equally promoted by the same means.

16.3 Information related to the BC will be disclosed to the extension agreed by the BC through the expression of consent and in compliance with the General Data Protection Regulation (the Regulation UE no. 2016/679).

17 Article 17 - Contact

Any doubts about the PITCCH Challenge selection, namely on the eligibility of Proposers, the submission of applications, their assessment, or other, may be clarified through email to:

info@pitcch.eu.

18 Article 18 - Amendments

This regulation may be subject to amendments.

19 Article 19 - Acceptance of Terms and Conditions

The Participation of the BCs in the Challenges implies the acceptance of the terms and conditions set out in this document.

20 Annex 1 – Article 10 of the PITCCH Consortium Agreement

20.1 10 Section: Non-disclosure of information

10.1 All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment on nondisclosure under the Grand Agreement, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3 The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or

- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and

- comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

10.8 All the personal data disclosed during this Project will be treated according to the Regulation UE no. 2016/679 (General Data Protection Regulation), where applicable, as well as any other legislation or regulatory requirements in force from time to time which apply to each Party relating to the use of personal data.