

BERKELEY SKYDECK EUROPE, MILANO

FIRST APPLICATION 2024

CONTEXT AND OBJECTIVES

Lombardy produces 22% of Italy's GDP, it covers 32% of Italy's patent production coverage, spends 21% of Italy's total expenditure on Research and Development (R&D) and is home to 22% of Italy's knowledge intensive start-ups; Milan is by far the province with the highest number of innovative start-ups; however, success stories with international exposure are extremely limited.

In this context, Regione Lombardia¹ has approved and launched a cooperation with Fondazione Cariplo aimed at supporting the international Berkeley SkyDeck Europe Milan ("BSEM") accelerator programme, for which Cariplo Factory S.r.l. Società Benefit² ("Cariplo Factory") is the implementing entity in partnership with UC Berkeley. The programme will be realized with the support of Anchors of MIND³, Universities of Lombardy and Istituto Italiano di Tecnologia.

BSEM is a new tool that aims to support the growth and global development of high-potential technology start-ups by attracting talent, skills and investors from across Europe. The programme will offer each selected startup the opportunity to access an accelerator path - alternating with direct training sessions and review, technical validation and technological advisory sessions - consolidating their offer of products and services and preparing them for further raising of capital for their growth both by venture capitalists and by other financial operators.

¹ Regional Council Decree XI/5479 of 8 November 2021

² The programme managing entity is Cariplo Factory, which is obliged to comply with the publication obligations referred to Annex B of the Regional Council Decree XI/5479 of 8 November 2021

³ The Anchors of MIND are represented by the following entities: IRCCS Galeazzi Orthopaedic Institute, Human Technopole, State University of Milan, Federated Innovation@MIND, Cascina Triulza.

Clause 1. Fields, beneficiaries and characteristics of the programme

The Call is aimed at gathering start-ups with high rate of innovation impacts, hardware and software, active in strategic sectors for the economy - starting from Industry 4.0, Aerospace, Life Sciences, Circular Economy, Energy, Agrifood.

The call is intended for all start-ups that

- I. operate in the aforementioned fields;
- II. fall under the definition of SME as defined in Annex I of Regulation (EU) No 651/2014 of 17 June 2014;
- III. have their operational headquarters in Lombardy or declare their intention to set up operational headquarters in Lombardy in order to receive the regional grant;
- IV. do not fall under the specific exclusions referred to in Article 1 of Regulation (EU) No 651/2014 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid (extended until 31 December 2023, by Regulation (EU) 2020/972 of 2 July 2020);
- V. include among their founders, top management, directors and/or officers at least one student, alumnus, staff member, faculty member, postdoctoral student or visiting scholar from a University of California or Lawrence Berkeley National Lab Campus, or who hold a perpetual commercial license for a technology from a campus of the Regents of the University of California or the Lawrence Berkeley National Lab.

If start-ups do not meet the requirement set out in point V above, they can still apply for SkyDeck Europe, Milano by simply declaring, once selected, that they accept participation in the Accelerating Careers in Entrepreneurship (ACE) programme 4, an integral part of the BSEM programme that matches highly qualified student interns to the startups in SkyDeck, Europe, Milano.

The selected start-ups:

- will benefit from a 6 (six) month accelerator program;
- will benefit from a voucher ⁴ worth EUR 25,000 (twenty-five thousand/00) to be used exclusively for the purchase of accelerator services provided by Cariplo Factory;

⁴ These contributions are granted under Commission Regulation (EU) No 1407/2013 of 18 December 2013 (extended until 31 December 2023, by Regulation (EU) 2020/972 of 2 July 2020) on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid and in particular Articles 1 (Scope), 2 (Definitions, with particular reference to the concept of "single undertaking"), 3 (*de minimis* aid), 5 (Cumulation) and 6 (Monitoring).

Should the granting of new *de minimis* aid result in the ceilings referred to in Article 3(7) of the said Regulation being exceeded, in application of paragraph 4 of Article 14 of Ministerial Decree No 115 of 31 May 2017, the contribution will be granted for the remaining amount in order to fall within the ceilings provided for in the aforementioned Regulation.

In compliance with the general principles of the *De Minimis* Regulation:

- the granting of the contribution is not intended for undertakings falling in the excluded sectors referred to in Article 1(1)(2);
- the beneficiary undertakings will have to sign a declaration in accordance with Presidential Decree No 445/2000:
 - o certifying that it does fall in the specific exclusions referred to in Article 1 of Regulation (EU) No 1407/2013;
 - o informing on the relationships referred to in Article 2(2)(c)(d) of the aforementioned Regulation (EU) No 1407/2013 for the purposes of defining the single undertaking perimeter.

- may be able to benefit from an investment by an investment fund entity connected to the program (the “Investor”), according to the terms that will be better agreed between the parties in specific contractual documents. The investment is activated at market conditions and therefore not relevant for the application of State aid legislation.

Clause 2. Procedures and deadlines for submitting the applications

To participate in this Call, the start-ups must send their application by filling in the form available at the following link: <https://www.f6s.com/skydeck-batch-18/apply>

The application must contain:

- a. the complete and correct filling in of the form relating to the proposing start-up;
- a. the uploading of the following attachments:
 - CVs of the Founders and any other key team members;
 - pitch deck presenting the startup;
 - any technical attachments, tables or other useful elements,
 - declaration in accordance with Presidential Decree No 4458/2000 in which the company certifies that it does fall in the specific exclusions referred to in Article 1 of Regulation (EU) No 1407/2013 and informs about the relationships referred to in Article 2(2)(c)(d) of the said EU Regulation.

The deadline for submitting applications is set at ~~14th February 2024~~. **18th February 2024**

Cariplo Factory hereby reserves the right, if considered appropriate, to change the application submission procedures and to extend one or more application delivery and submission deadlines, by giving appropriate notice thereof on the Cariplo Factory website at the following web page www.cariplofactory.it/en/skydeck-europe-milano/.

Please note the following:

- participation is free of charge and does not imply any obligation or commitment of any kind other than the binding provisions and the conditions set out in this Call;
- all submitted documents must be drawn up in English;
- by submitting their application and the documents for participation in the Call, the participants declare that the information provided is true and that any decision of the Assessment Committee will be unconditionally accepted.

Employees of Fondazione Cariplo, Regione Lombardia, Cariplo Factory or their subsidiary or investee companies may not participate.

Clause 3. Assessment of the applications

An Assessment Committee composed of R&I experts, represented by Regione Lombardia, Fondazione Cariplo, Cariplo Factory, SkyDeck Berkeley and the Investor, is set up with the aim of selecting the best start-ups that will access the BSEM Program and receive investment from LendLease or another entity of equal standing.

Start-ups whose applications are duly received and deemed eligible, following formal verification, will be assessed according to the following criteria:

1. technical and managerial skills of the team (0-25 points);

1. uniqueness and innovativeness of the solution (0-25 points);
2. market opportunity, value proposition and defensibility of the solution (0-25 points);
3. market maturity, level of solution validation, and market metrics (0-25 points).

A bonus of up to a maximum of 5 points may be granted to start-ups that, at the application stage, present one or more certificates from third parties specialised in the Research & Innovation field such as: technology transfer offices, incubators, accelerators, venture capital, business angels, financial intermediaries, large companies involved in co-innovation processes, or other specialised entities.

The minimum score threshold to access the regional contribution (voucher) is 75/100 points.

Cariplo Factory reserves the right during the assessment phase to ask applicants for clarifications and additions that may become necessary, setting deadlines for their replies.

Please note that if no notification of admission is received by the date indicated in Clause 4, point II below, this will be considered as non-admission to the BSEM Programme.

Clause 4. Programme phases and timeframes

In detail, the BSEM Programme will be structured with the following phases and timeframes:

Collection of the applications: until ~~14th February 2024~~. **18th February 2024**

- I. Assessment of the applications through f6s platform and online interviews.
- II. Holding of the program developed by SkyDeck Berkeley (1st TERM): May – July 2024. Participation in the activities will take place at The Berkeley SkyDeck Headquarter and it will also carried out remotely.
- III. Holding of the program developed by Cariplo Factory (2nd TERM): August-October 2024. Participation in the activities will take place at the Milan Innovation District (MIND) and it will also carried out remotely.
- IV. "Demo Day" event: October 2024. Participants in the event will be the relevant stakeholders in the European ecosystem.

Clause 5. Obligations of the beneficiaries

The beneficiary is obliged to:

- keep the operational headquarters in Lombardy for five years from the contribution grant date, and this requirement will be verified by Cariplo Factory also after the voucher has been granted;
- comply with all the provisions of this call and provide all documentation and information that may be required within the timeframes and according to the procedures laid down in the call and the subsequent deeds.

Article 6. Disclaimer

Cariplo Factory declines any liability for technical, hardware or software malfunctions, for network connection interruptions, for failed, incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, incorrectly addressed or intercepted user registrations, or for registrations of participants that, for whatever reason, were not received, for electronic or other communications, that were delayed, or for other technical problems related to the registration and uploading of the contents within the context of this Initiative.

Cariplo Factory therefore excludes any form of reimbursement and compensation, whether partial or total, relating to any damages to property and/or persons caused by the participants, or by third parties, during the course of the various phases of the Call.

Clause 7. Warranties, indemnities and liabilities reinstatement

Participants in this Call also warrant that the contents submitted:

- do not contain material that is unlawful, prohibited by law or contrary to the provisions in this Call;
- do not contain material infringing the rights, positions or claims of third parties (with reference to copyright and industrial property law and other applicable laws or regulations);
- are freely and lawfully usable in compliance with the provisions of this Call, since the participant owns the rights to use them, or has acquired their availability from all entitled parties, having completely fulfilled and/or satisfied the rights, including the economic rights, due to the authors of the contents and/or works from which such contents are derived and/or extracted, or to other entitled parties, or due for the use of the related rights in accordance with the law.

The participants in the Call declare that they are aware of the liabilities, including criminal liabilities, which they will incur for any untruthfulness in the contents of the projects they deliver and/or for any misrepresentation in the declarations regarding the requirements they hold in order to participate in the initiative governed by this Call, hereby agreeing to indemnify Cariplo Factory in respect of any third party claims.

Clause 8. Intellectual property

The material and intellectual ownership of the material submitted, together with the applications sent by the participants, remains the property of the respective owners, and Cariplo Factory will be entitled to use them only with reference to the Call and its purposes.

Clause 9. Acceptance of the Call

The participants declare that they have read, understood and accepted this Call in its entirety and unconditionally. The non-acceptance, the filling in of the form in an incomplete, inaccurate and/or false manner, after the indicated deadline or in infringement of third parties' intellectual or industrial property rights, by the participants will result in exclusion from the BSEM programme and the consequent loss of all rights acquired.

Clause 10. Updates to the Call

Any updates to the Call will be published on the Cariplo Factory website and become binding following their publication.

Clause 11. Procedure Head

The Procedure Head is the pro-tempore Manager of Cariplo Factory dott. Carlo Mango.

Clause 12. Data protection and confidentiality

In accordance with Article 13 of the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), applicants are informed that the processing of personal data they provide in the context of this initiative or in any case acquired for this purpose by the Controller is aimed solely at carrying out the activities provided for in this Call and it will be made by the processors of the relative assessment procedure, using procedures, including computerised procedures, in the ways and within the limits necessary to pursue the aforementioned purposes, also in the event of disclosure to third parties.

The Controller is Cariplo Factory S.r.l. Società Benefit, with registered office at Via Daniele Manin 23, 20121 Milan.

The provision of this data is necessary to verify the participation requirements and the failure to provide this data may prevent this verification. Applicants have the rights set forth in Articles 15 and following of the aforementioned Regulation (EU) 2016/679; in particular, the right to access their personal data, to request its rectification, its erasure, the restriction to the processing, as well as to oppose their processing, addressing the requests to the controllers identified above.

Data subjects also have the right to lodge a complaint with a Supervisory Authority (Article 77 of the Regulation), or to an effective judicial remedy (Article 79 of the Regulation).

Applicants can consult the Privacy Policy at <https://www.cariplofactory.it/en/privacy/>.

All start-ups participating in the BSEM programme undertake to keep the information acquired in the context of the initiative strictly confidential.

Clause 13. Applicable law and Court with jurisdiction

This Call is governed by Italian law. The Court of Milan will have exclusive jurisdiction over any dispute.