



## #SPINUOC 2020: PARTICIPATION RULES AND THE PROJECT MENTORING AND SELECTION PROCESS

### Objective and organization

The purpose of these rules is to regulate the terms of participation in the 8th #SpinUOC entrepreneurship programme (2019).

#SpinUOC forms part of the Hubbik platform, created to promote and support innovative entrepreneurial and knowledge exchange projects originating from any UOC agent and related to the UOC's fields of knowledge. Within this platform, #SpinUOC is the programme that Hubbik has developed to foster entrepreneurship and transfer of projects developed by the UOC's **students, alumni, professors, researchers, course instructors and administrative staff** (hereinafter, "UOC Community").

The #SpinUOC initiative receives support from Estrella Damm, Foment del Treball Nacional business creation office, Ramon Molinas Foundation, Seed&Click and the Secretariat for Universities and Research, the Ministry of Economy and Business of the Government of Catalonia, with co-funding from the European Regional Development Fund (ERDF).

This programme includes a **mentoring and training process** for all *made in UOC* projects (that is, promoted by members of the UOC community) that are registered in it. In the programme's initial phase, **up to 20 projects will be pre-selected**. From these, in a subsequent phase, an expert **jury** will decide the **eight finalists** whose added value, degree of maturity and applicability best represent our University's innovation activity and its capacity to place this knowledge at the service of society. The projects that will be presented at the #SpinUOC 2020 event, which will be held on 18 June 2020, must be projects, services or products, preferably with a technological content, that are innovative and transferable to the market, irrespective of their current phase (idea, prototype, marketing or acceleration phase).

### Who can take part?

This programme is open to any member of the UOC Community — **students, alumni, professors, researchers, course instructors and administrative staff** —, who is leading an innovative company or project.

Previous years' finalist projects can be viewed at the following links for [2013](#), [2014](#), [2015](#), [2016](#), [2017](#), [2018](#) and [2019](#).

### What do I have to do to take part?

The #SpinUOC registration process opens when these rules are published and ends on **7 January 2020**.

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If you have a project that meets the #SpinUOC criteria, simply fill in this [online form](#) with all the information that is requested.

The projects that are entered in the #SpinUOC programme that meet the requirements stipulated in these rules undertake to follow the pathway described below.

### **Training, mentoring and project pre-selection**

#### **Phase 1: Entrepreneurship training and project pre-selection**

Once **registration has been accepted**, within the timelines stipulated by the organization, all the projects entered in this call will receive initial training in the entrepreneurial process through Hubbik's **online incubator**.

This part of the process (initial training and mentoring) is **not compulsory for candidates** who have already taken part in other similar training or entrepreneurship support processes, provided that this is stated when registering (in which case they will be asked to provide supporting documentation).

The initial training consists of an on-line training course on **generating and maturing business ideas**, with an approximate duration of 40 hours.

At the same time, candidates **will be required to take part in two group sessions** (with a duration of two and a half hours per session) on defining the business model and the lean start-up methodology (preparation of a business model canvas) and on communication techniques (preparation of an elevator pitch), which will use a blended learning format — ie, they can either be attended on-site or viewed by streaming —, which will take place in **January 2020**.

Candidates will have from **8 January to 3 February 2020**, which is the date on which this first phase will end, to provide the **compulsory documentation** that will enable assessment of the project: a **canvas** that explains the business model, a **pitch**, consisting of an explanatory video with a maximum duration of **90 seconds**, in which one or more members of the team must appear to explain the project's main features, and an **executive summary** (one page) of the project, using the template provided by the organization. The requirements for preparing and submitting these documents can be found in Appendix 1 of these rules.

Upon completion of this phase, a technical evaluation committee will analyse the documentation furnished and will pre-select a maximum of 20 projects. The committee will analyse the documentation in accordance with the following criteria: alignment with the UOC's fields of knowledge, innovativeness, feasibility and market transferability, the delivery skills shown by the project's leaders, and its societal impact.

The list of pre-selected projects will be announced on 14 February 2020.

#### **Phase 2: Individualized mentoring for the pre-selected projects**

The pre-selected projects will take part in a second **compulsory phase** consisting of

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personalized guidance or mentoring by an expert mentor (lasting up to 4 hours), with the goal of improving the documents that have been submitted (canvas, pitch and executive summary. This second phase will take place from **17 February to 9 March 2020**.

The purpose of this mentorship is to address specific needs of the projects in different ways, such as the value proposition, the channels, the income sources or the customer segments. It will also focus on aspects of the pitch and the executive summary that need to be improved.

At the end of this second phase, candidates will have until **9 March 2020** to provide the following documentation: a **developed version of the canvas** that explains the business model, a **descriptive pitch video about the project** with a maximum duration of 90 seconds and an **executive summary (one page)** of the project, using the template that will be provided to participants. These documents may — or may not — contain the assigned mentor's recommendations that were presented in the first phase.

#### **Selection of the eight finalist projects that will participate in the #SpinUOC 2020 event**

Upon completing the second mentoring phase, a jury will analyse the pre-selected proposals to choose the eight best projects (and two back-up projects), assessing the documentation submitted in accordance with the following criteria on a scale from 1 to 10: (1) strategic affinity with the UOC and societal impact, (2) innovativeness, (3) feasibility and market transferability, and (4) the project leader's entrepreneurial profile and presentation skills.

#### **Description of the assessment criteria:**

1. Strategic affinity with the UOC and societal impact: business idea relating to the information and knowledge society, and e-learning. If the above is not the case, the synergies that the future company may have with the UOC's research groups will also be assessed. Societal impact is understood to be the degree to which the idea can contribute transformation and social progress.

2. Innovativeness: novelty and technological or knowledge content. Originality of the initiative and source of the knowledge that has originated the project.

3. Feasibility and market transferability: knowledge of the market and identification of the resources required to carry out the project (material, financial, human, technical and legal).

4. The project leader's entrepreneurial profile and presentation skills: the leaders' interest and commitment, career track record and academic background, in addition to the communication skills in presenting the project.

The project's final assessment will be the result of averaging the values obtained in these 4 criteria.

The decision will be announced on the UOC e-Centre's [noticeboard](#) from 1 April 2020.

Jury members:

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- **Juan Álvarez**, founder of Seed&Click and Vice President of the Spanish Association of Business Angels (AEBAN).
- **Joan Arnedo**, professor at the UOC's Faculty of Computer Science, Multimedia and Telecommunications.
- **Eduard Bosch**, Deputy General Manager of Finance and Resources at the UOC.
- **Xavier Jaumejoan**, Technological Business Development Manager at ACCIÓ.
- **Maria Mora**, director of the Foment del Treball Nacional business creation office.
- **Pere Duran**, director of 4 Years From Now (4YFN).
- **Mireia Riera**, director of the UOC Knowledge Transfer and Research Support Office (OSRT).
- **Enric Serradell**, director of MBA programmes at the UOC's Faculty of Economics and Business.
- **Germán Talón**, UOC Alumni representative.
- **Mark Topping**, Project Manager of Ramon Molinas Foundation.
- A representative designated by Caixa Capital Risc.

#### **Preparation of the candidates for the #SpinUOC 2020 event**

The candidates of the eight selected proposals will take part in two key moments of the event: they will present their project on a stage with an elevator pitch lasting a maximum of 5 minutes before an audience of more than 200 people, and they will take part in the SpinMeetings, a networking area that will help them to connect with stakeholders in the project's field of application.

The candidates' preparation will consist of group and individual mentoring sessions over a period of three months adapted to the projects' needs and present status, designed in accordance with an individualized pathway, with the goal of validating the **business model and plan** and defining the **financing plan** (up to 20 hours), to help bring the projects to fruition and prepare the SpinMeetings and the **presentation**, and to transform them into the best-selling tool (up to 10 hours per project).

At the end of this phase, the selected participants must sign, along with the UOC, the agreement that sets forth the terms of participation in the Hubbik platform's services, which is attached to these rules (see Appendix 3).

#### **Prizes**

Among the eight projects selected, three prizes are awarded, which will be decided at the event:

- A prize for the best entrepreneurial project, endowed with 3,000 euros.
- A prize for the best project with a societal impact, the project that could contribute the greatest transformation and most social progress, sponsored by the Ramon Molinas Foundation and endowed with 2,000 euros.
- A prize for the best presentation, endowed with 2,000 euros.

The winning projects will benefit from a support programme for developing, validating and implementing the business model and finance plan (valued at 2,500 euros), offered by Hubbik.

The eight projects presented at the event will also be given a ticket for 4 Years From Now (4YFN) event in 2021, the mobile industry's entrepreneurship fair organized by the MWC Barcelona, where the projects can be promoted. In addition, some of these eight projects could be chosen to be included in the space at the UOC's stand at 4YFN 2021.

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### Tax effects

As they exceed 300 euros, the cash prizes will be subject to a retention of personal income tax (IRPF). As they have a market value greater than 300 euros, the in-kind prizes will also be subject to a withholding on account of personal income tax.

The retention of personal income tax is made and paid to the Spanish Tax Agency by the UOC, which issues a certificate to the winners with the details of the prize and the retention applied.

### Important dates

- Deadline for submitting proposals: **7 January 2020**.
- Deadline for providing the project's technical documentation (CANVAS + pitch video 90" + executive summary): **3 February 2020**.
- Notification to all participants in the 20 pre-selected projects: **from 14 February 2020**.
- Deadline for providing the project's technical documentation (CANVAS + pitch video 90" + executive summary): **9 March 2020**.
- Notification sent to the pre-selected candidates about the decision concerning the eight finalist projects: **from 1 April 2020**.
- #SpinUOC 2020 event: **18 June 2020**.

### #SpinUOC 2020 terms of participation

#SpinUOC is the UOC Community's programme for fostering entrepreneurship and project exchange and is included in the Hubbik platform. As such, participation in the #SpinUOC programme is subject to acceptance of the general terms of participation in the Hubbik platform's programme, which are attached as Appendix 2 and are an inseparable part of these rules.

Furthermore, by accepting these rules, participants accept the special terms stated below:

1) Candidates guarantee that the projects presented at the #SpinUOC programme are their own idea and a personal creation, and that no third-party rights (intellectual property, industrial property, secrecy, privacy, etc) are infringed as a result of the development and dissemination of this creation. And under no circumstances will they include content that infringes copyright or other third-party rights, or which is used without the authorisation of these rights' holder.

2) The candidate authorizes the UOC to reproduce and disseminate their project's pitch video among the members of the #SpinUOC 2020 assessment committee so that they can assess it, and also to keep a copy of the video in the UOC's files. The UOC will maintain confidentiality in accordance with the Hubbik platform's rules.

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3) The candidates of the 8 projects selected for presentation at the #SpinUOC 2020 event grant the UOC a **license assigning image, voice and exploitation rights** regarding the recording and dissemination of their participation at the #SpinUOC 2020 event (see Appendix 4).

4) The winning projects of the #SpinUOC programme agree to provide the UOC, at the latter's request, brief details about their project's progress during the year after the presentation made at #SpinUOC 2020, in order to maintain the relationship and collaboration with the UOC, and also so that they can be published in the UOC's activities reports and other information provided by the UOC related the #SpinUOC programme.

In any case, if they should require any further information or explanation, the candidates can contact the team responsible for #SpinUOC/Hubbik at [spin@uoc.edu](mailto:spin@uoc.edu).

### #SPINUOC AUTHORIZATION

By means of this document, the **#SpinUOC 2020** participants authorize the Universitat Oberta de Catalunya (UOC) to:

1. Make, edit and process the photographic, sound or audiovisual recordings carried out during their participation in the **#SpinUOC 2020** competition, including the recordings with their image and voice, for their assessment and dissemination with respect to the competition, and for proper dissemination and preservation in general.

2. Copy, distribute, publicly communicate and display these recordings, or parts of the recordings, on a non-exclusive basis, in any format and form of exploitation, in any country, with no geographical limitation, and for any use by the UOC and by the #SpinUOC competition for teaching, publishing or dissemination, including sharing with the public via internet or inclusion in a public or institutional database.

3. Use the recordings with any of the Creative Commons Attribution-Share Alike (CC-BY-SA) v.3.0 Spain (Spanish jurisdiction) licenses, as the UOC may choose.

4. Use and process their first name and surnames and any other personal data that the UOC may have requested for participation in #SpinUOC 2020.

This authorization and license is granted for the entire duration of the copyright on the recordings and is granted without any manner of financial consideration in return.

Likewise, participants authorize the UOC to copy, distribute and publicly communicate copies of other materials prepared by the participants and submitted to the UOC within the framework of

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#SpinUOC (presentations, technical documentation or white papers, brochures, etc), provided that such materials are not identified as confidential.

It is understood that the recording of the participants' image and voice, and the use and dissemination thereof expressly authorized under this license, will be carried out in observance at all times of the rights to honour and to naming, without prejudice to the exceptions and restrictions on use provided in Organic Law 1/1982, of 5 May, concerning civil protection of the right to honour, personal and family privacy and self-image.

Participants may exercise at any time their rights of access, rectification, cancellation and objection to processing of their personal data.

Barcelona, 21<sup>st</sup> October 2019

Àngels Fitó,  
UOC Vice-President of Competitiveness and Employability

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## APPENDIX 1: DELIVERABLES REQUIRED FOR THE PROJECT PRE-SELECTION PROCESS

### A) CANVAS MODEL

A **canvas** of the project must be prepared, using one of the templates on which this tool is based to explain the business model.

#### Canvas: a brief guide

**Aim:** the canvas is a very practical, visual tool for designing business models. In a single image, we build and analyse the different parts that we must consider when developing a business project.

Working with the canvas means undergoing a process of reflection in which we clarify doubts about our business project by asking ourselves: *What?*, value proposition; *How?*, key resources, key activities and key partners; *Who?*, customer segments, relationships between customers and channels; *How much?*, cost structure and income sources.

As it is a process of reflection, each of the nine parts must be addressed by answering questions about the project.

#### 1. Value proposition

We must solve a problem, satisfy a need. We must answer the following questions: What value do we provide to our customers? What customer problems do we help to solve? What customer needs do we satisfy? What products or services do we offer to each market segment?

#### 2. Market segment

These are the people or organisations targeted by our proposition. We can target one or more different segments and offer one or more different products or services. We must answer the following questions: Who do we want to create value for? Who are our most important customers?

#### 3. Channels

Our value proposition must reach our customers and for that to happen, we need communication, distribution and sales channels. We must answer the following questions: How will we spread word about our company's products and services? How do we help our customers evaluate our value proposition? How can our customers buy our products or services? How do we deliver our value proposition to our customers? What after-sale service do we offer?

#### 4. Customer relations

We must decide what type of relationship we will establish with each of our market segments. We must answer the following questions: What type of relationship do the different market segments expect? What type of relationship will we create? How much does it cost? How are they integrated in our business model?

#### 5. Income sources

The cash flow that the company is expected to generate for each segment. Benefits: income – expenses. We must answer the following questions: What value are our customers willing to pay? How much do they pay now? How do they pay now? How would they like to pay? How much will the different sources of income contribute to the total?

#### 6. Key resources

These are the assets that are needed to offer and deliver our value proposition and enable the business model to work. We must answer the following question: What key resources does our value proposition need, in terms of distribution channels, customer relations and income sources?

#### 7. Key activities

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These are the most important actions that we must carry out for our business model to work. We must answer the following question: What key activities does our value proposition need, in terms of distribution channels, customer relations and income sources?

#### 8. Key partnerships

The network of suppliers and partners that we need for our business model to work. We must answer the following questions: Who are our key partners? Who are our key suppliers? What key resources do we get from our partners? What key activities do our partners perform?

#### 9. Cost structure

The costs involved in starting up and operating our business model. We must answer the following questions: What are the largest costs that are inherent to our business model? What are the most expensive key resources? What are the most expensive key activities?

You will find more information about the business model canvas at this [link](#).

You can access a template for preparing the canvas at this [link](#).

The business model canvas is provided by the organization under a Creative Commons Attribution-Share Alike 3.0 Unported License.

The **canvas** document that has been prepared must be **sent** before the deadline stated in these rules, using the section provided for this in the Online Incubator. Candidates will be given access to the Incubator once they have registered for the SpinUOC, within the time stated in these rules.

### B) EXPLANATORY VIDEO: PITCH 90"

Candidates must record a video explaining the project with a maximum duration of 90 seconds in which they answer the following questions about the project: What problem does it address? What does it consist of? What is its most innovative feature? Who may be interested in it? The following table suggests a possible structure for organizing the video:

Duration (seconds)	Key question	Description
5-10	Who are you?	Full name and affiliation with the UOC.
5-10	What is it?	Explain what your project is or what it is about in a single sentence.
10-15	What problem does it address?	Describe your project's context and the problem it addresses.
15-20	What does your project consist of and what stage is it currently in?	Talk about the project: value proposition, features, users and achievements. Mention your project's current phase: conceptualization, development or market launch.
1-15	Most innovative feature.	Explain your project's most innovative and differentiating feature compared with what is already available on the market (if applicable).

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10	<b>Stakeholders.</b>	List the stakeholders or organizations outside of the UOC that may benefit from your project.
10	<b>Why do you want to be at #SpinUOC?</b>	Briefly explain what benefit you hope to gain from taking part in #SpinUOC (investment, collaboration, dissemination, etc).

You can use a mobile phone or webcam to make the recording, provided that the sound and image have sufficient quality. This [tutorial video](#) has some practical tips for making a good recording. The languages you can use are **Catalan, Spanish or English**.

The recorded **video** must be sent, specifying the project's name, using the section provided for this in the Online Incubator. Participants will be given access to the Incubator once they have registered, within the time stated in these rules.

The video explaining the project, as obtained from the recording, remains the candidates' property. This video for the selection process will **not be made public**: it will only be shared among the members who take part in the #SpinUOC selection process.

### C) EXECUTIVE SUMMARY

An **executive summary** must be prepared that complements the information available about the project. The executive summary is a synthesis that must follow the attached one-page data sheet template (which will be delivered in an editable format). The appropriate information must be provided in each section, using only the space provided in the text boxes. The executive summary must be sent before the deadline given in the rules, using the space provided for this purpose in the Online Incubator, to which participants will be given access after registration.

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**Nom del projecte / Nombre del proyecto**

Base de

Logo projecte /  
Logo proyecto**Resum / Resumen**

Text text text

**Equip promotor/emprenedor / Equipo promotor/emprendedor**

- 
- 
- 

**Producte/solució Productos/solución**

Text text text

**Avantatges competius / Ventajas competitivas**

- 
- 
- 

**Model de negoci / Modelo de negocio**

Text text text

**Mercat objectiu / Mercado objetivo**

Text text text

**Fitges assolides / Hitos logrados**

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**Competència / Competencia**

Text text text

**Fitges per assolir / Hitos por conseguir**

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## APPENDIX 2: GENERAL TERMS OF PARTICIPATION IN THE HUBBIK PLATFORM'S PROGRAMME

This Appendix contains the General Terms that the Entrepreneur must accept in order to take part in the Hubbik programme. This is a programme developed by the Universitat Oberta de Catalunya (hereinafter, the "UOC") to promote innovative, entrepreneurial and R&I projects developed by any member of the UOC Community and other innovative projects within the sphere of education and ICTs (hereinafter, the "Programme").

The Programme comprises different phases of action in the development of entrepreneurial projects: (i) phase 1, initial generation and maturing of the business idea; (ii) phase 2, mentoring during creation and start-up; and (iii) phase 3, consolidation and growth.

The Entrepreneur is the promoter of a project (hereinafter, the "Project") and is interested in taking part in the Programme.

Participation in the Hubbik platform's programme entails endorsement and express acceptance of all the General Terms set forth herein. Subsequent selection of projects to take part in the mentoring, start-up, consolidation and growth phases will require signature of the corresponding Agreement to participate in Hubbik's activities.

### 1. Participation procedure

In order to take part in the Programme, the Entrepreneur must fill in the registration form on the Hubbik website, providing the necessary information concerning the Project for it to be accepted.

Nevertheless, on the basis of the information provided in the registration form, the UOC reserves the right to determine whether the Project meets the requirements for taking part in the Programme.

The information provided in the registration form must offer an accurate view of the Project and help give the necessary knowledge to enable Hubbik to gain a proper understanding for the purposes of making decisions.

### 2. Programme content and functioning

Subject to prior acceptance by the UOC, the Entrepreneur will receive support for his/her business project through participation in the Programme, which will include the following activities:

- Support and specific advice for identifying, defining and validating the business idea.
- Initial guidance capsules that cover the main aspects of the entrepreneurial process (generating and maturing the business idea) and others that provide training in specific business aspects (legal aspects, access to investment and communication).

The Programme will have a maximum duration of one year after acceptance of these General Terms.

### 3. Participation commitment

The Entrepreneur undertakes to:

- Take part in all the activities defined in Clause 1, unless prevented for justified reasons, and to show diligence and dedication in their performance.
- Inform the UOC of the status and key aspects of the Project's development, up to one year after completion of the Project.

The UOC may exclude the Entrepreneur from the Programme in the following cases:

- Frequent absences by the Entrepreneur in the activities that have been arranged or repeated lack of interest in the actions proposed; or

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- Inappropriate conduct or flagrant disrespect shown to anyone related with the Programme, such as fellow participants, trainers, mentors or coordinators.

#### 4. Selection for the following phase

Once the first phase of the Programme has been completed, the Entrepreneur must provide the following compulsory documentation to enable the UOC to evaluate the Project and determine its suitability for the following phase:

- A business model canvas that explains the business model;
- An elevator pitch, consisting of a video that explains the Project; and
- an executive summary of the Project.

Once the documentation has been submitted, a technical evaluation committee will analyse the projects and select those that will progress to the subsequent mentoring phases, applying the following objective criteria:

- Strategic affinity with the UOC and societal impact: a business idea that is related to the information and knowledge society and e-learning. If the above is not the case, the synergies that the future company may have with the UOC's research groups will also be assessed. Societal impact is understood to be the degree to which the idea can contribute transformation and social progress.
- Innovativeness: novelty and technological or knowledge content. Originality of the initiative and source of the knowledge that has originated the project.
- Feasibility and market transferability: knowledge of the market and identification of the resources required to carry out the project (material, financial, human; technical and legal).
- The project leader's entrepreneurial profile and presentation skills: the leaders' interest and commitment, career track record and academic background, in addition to the communication skills in presenting the project.

If the Entrepreneur receives no notification from the UOC by three months after the end of the Programme, it will be understood that the Project has not been selected for the following phase.

The UOC will be authorized to refuse the Project's continuity in the Programme if the Entrepreneur is found to have been untruthful in any aspect concerning the Project.

#### 5. Access to the documentation and confidentiality

Considering the Project's innovativeness, all the information and documents related to the Project will be considered confidential information (hereinafter, the "Confidential Information"), including but not limited to business, scientific, technical, commercial or any other information, technical data, know-how, ideas, inventions, concepts, business plans, new products, contracts, projects, documents, designs, logos, new technologies, plans, drawings, instructions, recommendations and any other information that may have been communicated by the Entrepreneur and classified as confidential or which, given its nature or the circumstances in which the disclosure is made, must, in good faith, be considered confidential.

The UOC may only use the Confidential Information for purposes related to the Programme, and only to the extent necessary for such purposes.

The documentation provided by the UOC to the Entrepreneur and which is part of the Initial Programme will also be considered Confidential Information and, in this respect, the Entrepreneur is also bound by the confidentiality obligations set forth in the General Terms.

The Confidential Information will be treated confidentially by the UOC and its employees and associates. In general, the UOC will use the same diligence with respect to the Confidential Information as it would to safeguard its own confidential information and will take any measures that may be necessary to prevent unauthorized third parties from gaining access to the Confidential Information. It will also limit access to the Confidential Information to those

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of its employees or associates who need the information in order to assess and subsequently select the Project, requiring them to abide by a confidentiality undertaking that is identical or analogous to that described in these General Terms.

If the Entrepreneur should leave the Programme, the UOC undertakes to return the Entrepreneur's confidential information and documentation or, failing that, to destroy it.

The UOC will notify the Entrepreneur of any unauthorized use or disclosure of the Confidential Information.

#### **6. Publication and dissemination of the Project's information**

After obtaining the Entrepreneur's express consent, the UOC may disseminate the following aspects concerning the Project or the Entrepreneur's participation in the Programme: the Project's title, a brief summary of its content, the Entrepreneur's name and nationality, his/her background within the UOC community, the Project's current phase or status, the sector or segment to which it belongs and generic references to the solution, product or service on which the Project is based.

The personal data listed in the previous paragraph will be used and disseminated for transparency, dissemination and publicity purposes, strictly linked with the Programme, and taking into account the parameters stated in section 8.

If express consent should not be given, dissemination activities will be limited to those aspects that do not contain personal data.

#### **7. Intellectual and industrial property.**

Participation in the Programme does not imply any transfer of ownership to the UOC nor does it grant any license or right of use different from that provided in the General Terms concerning any Confidential Information, documents or any intellectual or industrial property right held by the Entrepreneur.

The Entrepreneur acknowledges that the intellectual property rights corresponding to the technical, educational and support materials provided by the UOC, for example, guides, manuals and others that are provided to the Programme's participants, belong to the UOC and, therefore, cannot be exploited by the Entrepreneur.

#### **8. Data protection**

The UOC undertakes to process all the personal data that may be processed by virtue of signing these General Terms in accordance with the principles and duties contained in Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights, Royal Decree 1720/2007, of 21 December, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any other relevant regulation.

The personal data will be processed by the UOC with the purpose of managing the Entrepreneur's participation in the Programme and in accordance with the purposes set forth in these General Terms, and will be kept for such time that may be necessary to comply with the corresponding legal liabilities. The Entrepreneur may exercise the rights of access, rectification, erasure, objection, restriction of processing, portability and not to be subject to decisions based on automated processing, based on the terms set forth in data protection regulations, by means of a written notice sent to the data controller:

Email address: fuoc\_pd@uoc.edu

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**APPENDIX 3: AGREEMENT FOR PARTICIPATING IN THE HUBBIK PLATFORM'S SERVICES**

Barcelona, [●] [●] [●],

**THE PARTIES**

On one hand,

The **FUNDACIÓ PER A LA UNIVERSITAT OBERTA DE CATALUNYA** (hereinafter, the "UOC"), with registered address in Barcelona, Avenida del Tibidabo, 39-43, Tax ID No. (NIF) G-60667813 and entered in the Government of Catalonia's Foundations Register with number 842, represented herein by [...]

And, on the other hand,

[**Option 1:** «First name» «Surname(s)», with Tax ID No. (NIF) «Tax ID No. (NIF)», acting as representative of the project «Project name» (hereinafter, "the Entrepreneur")] or [**Option 2:** «First name» «Surname(s)», with Tax ID No. (NIF) «Tax ID No. (NIF)», acting as representative of the Company «Company name», as stated in the deed dated «Deed\_Date», executed before the Notary of «Notary\_City» «Notary\_Name», with registered address at «Address\_1», «City» and Corporate Tax ID No. (CIF) «Corporate Tax ID No. (CIF)» (hereinafter, the "Company")]

Hereinafter, the UOC and the Entrepreneur will be identified jointly and interchangeably as the "Parties".

**RECITALS**

- I. With the goal of promoting innovative, entrepreneurial and R&I projects proposed by any agent of the UOC community and other innovative projects within the sphere of education and ICTs, the UOC has developed a catalogue of entrepreneurship support activities within the Hubbik platform (hereinafter, the "Programme"), whose primary goal is to foster entrepreneurship, open innovation and support for R&I activities, based on cooperation among the entire UOC community.
- II. [**Option 1:** The Entrepreneur is leading a project consisting of [●] and which is in the [initial idea, prototype, marketing or acceleration] phase (hereinafter, the "Project")] or [**Option 2:** The Company is an innovative company that is leading a project consisting of [●] and which is in the [initial idea, prototype, marketing or acceleration] phase (hereinafter, the "Project")].
- III. The Programme comprises different phases of action in the development of entrepreneurial projects:
  - Phase 1: Generating and maturing the business idea.
  - Phase 2: Mentoring during creation and start-up.
  - Phase 3: Consolidation and growth.
- II. As a consequence of the above point, the UOC intends to offer the Programme activities associated with Phase 2, mentoring during creation and start-up, and/or Phase 3, consolidation and growth (hereinafter, the "Activities") to mature entrepreneurial projects, which includes the Project.
- III. The Entrepreneur/Company has taken part in Phase 1 of the Programme, which consists of specific support and guidance to identify, define and validate the Project's business idea and initial mentoring capsules concerning aspects of the entrepreneurial process, and is interested in taking part in the Activities associated with Phases 2 and 3.
- IV. As a prior step, the UOC needs to review and analyse the documentation concerning the Entrepreneur's/Company's Project in order to validate its match with the purpose and aims of Hubbik's advanced support and mentoring activities.

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Therefore, the UOC and the Entrepreneur/Company have signed this Agreement to take part in the Hubbik Activities (hereinafter, "the Agreement") in accordance with the following terms and conditions:

## 1. Participation in the Programme

- 1.1. By means of this document, the Entrepreneur/Company agrees to take part in the Activities, establishing the relationship between the Entrepreneur/Company and the UOC. In order to take part in the Activities, the Entrepreneur/Company will present the Business Model Canvas that explains the Project's business model, the elevator pitch, consisting of a video that explains the Project, and an executive summary of the Project, together with the technical documentation concerning the Project for its assessment and, if applicable, its subsequent selection. The executive summary of the Entrepreneur's/Company's Project is attached as **Appendix I** of the Agreement. The documentation may contain the document defining the business model and/or **business plan**, the financial plan, the corporate presentation or any document that provides relevant information about the Project. The documentation must offer an accurate view of the Project and help give the necessary knowledge to enable Hubbik to gain a proper understanding of it.

## 2. Assessment

- 2.1. In order to take part in the Activities and so that the UOC can offer the most suitable support, the following aspects of the Project will be assessed:
  - 2.1.1. *Strategic affinity with the UOC and societal impact:* A business idea that is related with the information and knowledge society and e-learning. If the above is not the case, the synergies that the future company may have with the UOC's research groups will also be assessed. Societal impact is understood to be the degree to which the idea can contribute transformation and social progress.
  - 2.1.2. *Innovativeness:* Novelty and technological or knowledge content. Originality of the initiative and source of the knowledge that has originated the Project.
  - 2.1.3. *Feasibility and market transferability:* Knowledge of the market and identification of the resources required to carry out the Project (material, financial, human, technical and legal).
  - 2.1.4. *Entrepreneurial profile:* The leaders' interest and commitment, career track record and academic background, in addition to the communication skills in presenting the Project.
- 2.2. The UOC will be authorized to refuse participation in the Activities, at any time during the Programme, if the Entrepreneur/Company should be untruthful in any aspect concerning the Project.

## 3. Acceptance

- 3.1. After completing assessment of the Project, the UOC will send the Entrepreneur/Company a proposal regarding mentoring and support services for the Project. Should the Project not pass the assessment, the Entrepreneur/Company will be notified that the Project has not been accepted for the Activities.
- 3.2. The UOC will freely decide whether the Project is matched with the Services, applying the objective criteria defined in Clause 2.1.
- 3.3. If the Entrepreneur/Company receives no notification from the UOC within the stipulated period, it will be understood as a negative decision concerning the Project's match with the Services offered by Hubbik.
- 3.4. Should it be interested in another entrepreneurship and innovation programme not organized by the UOC, the Entrepreneur/Company must inform the UOC as soon as this circumstance arises, and also its wish to combine with or discontinue the Activities. Should it wish to combine both programmes, this will be subject to the UOC's approval. Should the UOC consider that the two programmes are not compatible, the UOC will notify this to the Entrepreneur/Company, which must choose one of the two programmes.

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- 3.5. If the Entrepreneur/Company should wish to negotiate investment into the Project by a third party, the Entrepreneur/Company must notify this to the UOC so that the latter may assess and decide whether it will continue to provide the Activities to the Entrepreneur/Company. If this circumstance arises, the UOC may decide unilaterally at any time to discontinue the Entrepreneur/Company's participation in the Activities provided within the framework of this Agreement.
4. **Content and functioning of the activities**
- 4.1. Once the Project has passed the assessment, the Entrepreneur/Company will receive advanced mentoring by the UOC, which will consist of the following aspects, adapting their scope and content to the Project's needs:
- 4.1.1. Mentoring during creation and start-up of the entrepreneurial project:
- (a) Definition of the business model, assessment of its feasibility and management of intellectual and industrial property protection.
  - (b) Tutoring and monitoring by a mentor in strategic analysis and development of the business plan.
  - (c) Training programme in business creation of and business model development, marketing and sales techniques, human resources and leadership, communication, investment, legal aspects, etc.
  - (d) Advice on the legal procedures and documentation for forming a company.
- 4.1.2. Consolidation and growth of the start-up:
- (a) Mentoring and advice based on specific needs to ensure the company's sustainability and growth.
  - (b) Support in finding finance and seed capital, using internal and external instruments, and crowd-funding and crowd-sourcing platforms.
  - (c) Participation in the UOC's entrepreneurship network to generate synergies with other UOC start-ups and spin-offs, and with other initiatives in the entrepreneurial ecosystem.
- 4.2. Additionally, the Entrepreneur/Company may ask the UOC to provide a co-working or incubation space for its Project. This service will be conditional upon the availability of suitable spaces and will be regulated by a specific agreement.
5. **UOC's rights concerning the Project**
- 5.1. In consideration of the Activities rendered by the UOC to the Entrepreneur/Company, the Entrepreneur/Company will grant the following rights to the UOC concerning the start-up created from the Entrepreneur/Company's Project (the "Start-up"):
- 5.1.1. Investment and preferential share subscription in the start-up:
- (a) The UOC will have a right to preferential share subscription in the Start-up. This preferential share subscription right may be structured, at the UOC's choice, through (i) the provision of capital in exchange for a holding in the company; or (ii) by granting a convertible equity loan to the Start-up.
  - (b) The instrument used by the UOC to invest in the Start-up, should it decide to exercise its preferential share subscription right, will be Invergý, the UOC's investment company.
  - (c) The aspects related with the acquisition by the UOC, through Invergý, of an equity holding in the Start-up's share capital or with granting a convertible equity loan to the Start-up will be

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regulated by signing a specific agreement that will cover the following aspects and a partners' agreement:

- (i) The resources provided by Invergy will amount to a maximum of one hundred thousand euros (€100,000) and will depend on the Project's status and features, and the assessment performed by Invergy.
- (ii) The agreed financing will take the form of acquiring an equity holding in the Start-up or a convertible equity loan. Conversion of the loan into shares in the Start-up will comply with the terms and conditions set forth in the appropriate contract.
- (iii) Irrespective of the percentage taken by Invergy in the Start-up's share capital, the Entrepreneur/Company accepts that the UOC will receive additionally between two (2) and four (4) percent of the Start-up's share capital in recognition of the support received during the Programme's Activities. This percentage will vary depending on the Activities provided by the UOC and the degree of mentoring received and will only be awarded if further funding is received via Invergy.
- (d) The Entrepreneur/Company accepts that its participation in the Programme does not guarantee access to funding from Invergy and that such participation does not entail any obligation to accept a potential offer of funding from Invergy.

#### 5.1.2. The UOC's right to information:

- (a) During five (5) years following formation, the Start-up undertakes to provide up-to-date information to the UOC about general indicators regarding its business activity, such as sales turnover, number of employees, and other indicators that may be relevant.
- (b) The UOC and the Start-up will hold regular meetings with the purpose of monitoring the company's progress, sharing information about marketing actions and exploring paths for collaboration.

### 6. Access to the documentation and confidentiality

- 6.1. Considering the Project's innovativeness, all the information and documents related with the Project will be considered confidential information (hereinafter, the "Confidential Information"), including but not limited to business, scientific, technical, commercial or any other information, technical data, know-how, ideas, inventions, concepts, business plans, new products, contracts, projects, documents, designs, logos, new technologies, plans, drawings, instructions, recommendations and any other information that may have been communicated by the Entrepreneur/Company and classified as confidential or which, given its nature or the circumstances in which the disclosure is made, must, in good faith, be considered confidential.
- 6.2. The UOC may only use the Confidential Information for purposes related to the Programme, and only to the extent necessary for such purposes.
- 6.3. The Confidential Information will be treated confidentially by the UOC and its employees and associates. In general, the UOC will use the same diligence with respect to the Confidential Information as it would to safeguard its own confidential information and will take such measures that may be necessary to prevent unauthorized third parties from gaining access to the Confidential Information. It will also limit access to the Confidential Information to those of its employees or associates who need the information in order to assess and subsequently select the Project, and will require them to abide by a confidentiality undertaking that is identical or analogous to that described in this Agreement.
- 6.4. The UOC will notify the Entrepreneur/Company of any unauthorized use or disclosure of the Confidential Information.

### 7. Publication and dissemination of the Project's information

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- 7.1. After obtaining the express consent of the Entrepreneur/people affiliated with the Company, the UOC may disseminate the following aspects concerning the Project or the Entrepreneur's/Company's participation in the Programme: the Project's title, a brief summary of its content, the name and nationality of the Entrepreneur/people affiliated with the Company, their background within the UOC community, the Project's current phase or status, the sector or segment to which it belongs and generic references to the solution, product or service on which the Project is based.
- 7.2. The personal data listed in the previous paragraph will be used and disseminated for transparency, dissemination and publicity purposes, strictly linked with the Programme, and taking into account the parameters stated in Clause 9.
- 7.3. If express consent should not be given, dissemination activities will be limited to those aspects described in Clause 7.1 that do not contain personal data.
- 7.4. With respect to the use of personal data for the purposes set forth herein, the Entrepreneur/people affiliated with the Company:

Entrepreneur 1: <input type="checkbox"/> Gives his/her consent. <input type="checkbox"/> Does not give his/her consent.	Entrepreneur 1: <input type="checkbox"/> Gives his/her consent. <input type="checkbox"/> Does not give his/her consent.
Entrepreneur n: <input type="checkbox"/> Gives his/her consent. <input type="checkbox"/> Does not give his/her consent.	

## 8. Intellectual and industrial property.

- 8.1. Signature of this Agreement does not transfer ownership to the UOC nor does it grant the UOC any license or right of use different from that provided herein or of any other type concerning any Confidential Information, documents or any intellectual or industrial property right held by the Entrepreneur/Company.
- 8.2. It will be the Entrepreneur's/Company's obligation to take the necessary steps to protect its intellectual and industrial property and to obtain the necessary rights to protect such property with respect to third parties.

## 9. Data protection

- 9.1 The UOC undertakes to process all the personal data that may be processed by virtue of signing these General Terms in accordance with the principles and duties contained in Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights, Royal Decree 1720/2007, of 21 December, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and any other relevant regulation.
- 9.2. The personal data will be processed by the UOC with the purpose of managing the Entrepreneur's/Company's participation in the Programme and in accordance with the purposes set forth in these General Terms, and will be kept for the time necessary to comply with the corresponding legal liabilities. The Entrepreneur/Company may exercise the rights of access, rectification, erasure, objection, restriction of processing, portability and not to be subject to decisions based on automated processing, based on the terms set forth in data protection regulations, by means of a written notice sent to the data controller:  
Email address: fuoc\_pd@uoc.edu

## 10. Duration

- 10.1. Participation in the Activities by the Entrepreneur/Company will have a duration of one year counting from signature of this Agreement (the "Initial Term"), conditional upon the provisions of Clause 2, without prejudice to the confidentiality undertaking described herein, which will remain in force indefinitely for so long as the Confidential Information is confidential.

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- 10.2. The Initial Term may be renewed automatically for successive two-year periods, unless either party should state its wish to not renew, in which case it will give a minimum period of notice of one month prior to expiry of the Initial Term or, if applicable, the corresponding renewals.

**11. Severability**

If any part of this Agreement should be declared null and void, in full or in part, this will not affect the validity of the rest of the Agreement. The Parties undertake to replace the invalid clauses with others that preserve, insofar as this possible, the meaning and spirit of the clauses that have been removed or declared null and void.

**12. Applicable law and jurisdiction**

This Agreement will be governed and construed in accordance with the laws of Spain and, expressly waiving any other jurisdiction they may be entitled to, both Parties submit to the jurisdiction of the Courts of Law of the city of Barcelona.

**IN WITNESS WHEREOF**, the Parties hereto sign this Agreement in duplicate in the place and on the date first above writt

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## APPENDIX 4: LICENSE TO ASSIGN THE IMAGE, VOICE AND EXPLOITATION RIGHTS

....., of legal age, bearing **Spanish National Identity Document (DNI) / Tax Identification Number (NIF) / Foreigner Identification Number (NIE) / passport number .....** and address at ..... (**street/ town / country**),

## AUTHORIZES

The Universitat Oberta de Catalunya (UOC), represented by Antoni Cahner Monzó, with Corporate Tax ID No. (CIF) G-60667813, and corporate address at Avenida Tibidabo, 39-43, in Barcelona (Spain), and the companies in which it holds an equity interest, to:

1. Make a photographic and/or audiovisual recording (capture and preservation) of his/her image and voice by any technical means or medium (photographic, sound, audiovisual, etc) and process these images and audio and video recordings made in the course of his/her participation in the **graduation ceremony / lecture / interview / talk / seminar / congress / etc, .....**, **organized and held** within the framework of the UOC's activities, for their dissemination and adequate preservation.  
  
Use their first name and surnames and any other personal data that the UOC may have requested for this purpose.
2. Copy, distribute, publicly communicate and transform or display these recordings and photographs or parts of these, on a non-exclusive basis, in any format and form of exploitation, in any country, with no geographical limitation and for any application by the UOC for teaching, publishing, business or dissemination, including disclosure to the public via internet or inclusion in a public or institutional database.
3. Transcribe the content of the above-stated recordings and photographs and exploit them (copy, distribution, public communication and transformation), on a non-exclusive basis, in any currently known language, format or form of exploitation, including publishing on paper and/or in digital, sound or visual format, disclosure to the public via internet and their inclusion in a compilation and/or database (for institutional or public use) for any teaching, publishing, business or dissemination purpose or activity performed by the UOC.
4. The recordings, photographs and work will be exploited under a Creative Commons Attribution-Share Alike (CC-BY-SA) v.3.0 Spain (Spanish jurisdiction) license, which will allow them to be copied, distributed, communicated publicly and derived works to be made from them, always citing the signer and the source, for both commercial and non-commercial uses. If the recordings, photographs and work are transformed, the result generated will be subject to a Creative Commons license similar to or compatible with the above-stated license.

To such effect, the signer expressly authorizes the UOC and the companies in which it has an equity interest to grant this license on his/her behalf. The license is granted for the entire period of protection of the work and the recordings and photographs, and is granted free of any financial consideration.

Use of the image and voice with respect to the recording, the photographic record and the acts of exploitation and dissemination expressly authorized under this license, must be carried out in observance at all times of the rights to honour and to naming, without prejudice to the exceptions and restrictions on use provided in Organic Law 1/1982, of 5 May 1982, concerning civil protection of the right to honour, personal and family privacy and self-image.

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Pursuant to Organic Law 3/2018 of Protection of Personal Data and Guarantee of Digital Rights, the images and other personal data will be treated as such and it will be possible to exercise the rights of access, ratification, erasure, cancellation and other rights as provided in current regulations. In order to exercise the rights, data subjects can send an email to

[fuoc\\_pd@uoc.edu](mailto:fuoc_pd@uoc.edu), attaching a photocopy of the identity card or any other analogous document allowed in law.

Barcelona, ..... ..

**Signature. First name and surnames**

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