

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:

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

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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 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.

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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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