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Inverso Acceleration Program
REGULATION

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1. Introduction

Scientifica S.p.A. (the “**Organizer**” or “**Scientifica Venture Capital**” or “**Scientifica**”), in its venture capital activity, supports the birth and development of innovative startups in high-tech sectors, financing entrepreneurial initiatives mainly in the fields of advanced manufacturing, advanced materials, and artificial intelligence. It offers incubation and acceleration services and supports startups from the business model realization phase to the exit phase.

Moreover, Scientifica provides support in terms of infrastructure and research laboratories. Indeed, in addition to Rome and London, it also has its headquarters in L’Aquila, where the Scientifica Lab is located. The 1.400 m² of laboratories dedicated to mechatronics, chemistry, and biotechnology are available to funded startups.

Scientifica’s mission is to affirm the role of science as a driver of economic competitiveness.

2. Inverso: purpose of the Program

It is well known that scientific innovation is the key to a future of economic, social and environmental sustainability. Research activity represents a strategic variable of the competitiveness of economic systems, insofar as it allows us to incorporate high-level knowledge in the production of goods and services, with an impact on overall economic results.

To fuel the innovation process, in addition to cross-functional skills, working groups and knowledge sharing are essential since coordination skills are not sufficient and a comprehensive vision is required to establish a common research and development path.

The “Inverso” acceleration program (hereinafter also referred to as the “**Program**” or “**Inverso**”) by Scientifica Venture Capital aims to select projects with high innovative content and underlying technological assets.

The goal is to support researchers, innovators, scientists, and research teams who present innovative technological ideas, guiding them through a well-defined growth and market positioning process to ensure their successful transformation into thriving companies.

Inverso is the initiative by Scientifica Venture Capital that, in the simplest and smoothest way, aims to transform an idea into a start-up.

The majority of aspiring founders usually stop at the first step, intimidated by the bureaucratic process they must face to found a start-up; for this reason, Inverso aims to support proposers, taking care of all administrative practices and allowing founders to focus solely on their idea.

Scientifica will handle the entire start-up set up process, managing legal and administrative requirements, leaving founders free to create and innovate without further worries.

Applying to the Program means being able to submit your project to the attention of multiple actors in the technology and innovation ecosystem, having the opportunity to develop the product in excellent laboratories, and obtaining initial technological validation.

3. Participation requirements

Pursuant to this regulation (the “**Regulation**”), all individuals (the “**Participants**”) who have an innovative idea to propose and who are not already legally constituted in any corporate form can participate in the Inverso Program.

An essential element for participation and candidacy to the Program is the adherence of the project to one of the reference verticals indicated in this Regulation in paragraph 9.

It is understood that participation is reserved for those who are over 18 years of age.

4. Participation procedures

The launch of the application period for the Inverso Program will take place in digital format on May 6, 2024, and will last for 1 month from the starting date.

Participants can apply by completing the application form available on the [Inverso landing page](#), accessible from the Scientifica Venture Capital website.

In compliance with the above-mentioned terms, applications must be submitted no later than June 6, 2024, under penalty of exclusion.

Reception of applications through channels other than the one indicated is not allowed. Applications must include the information specified as mandatory fields in the application form, including a brief presentation of the project.

In order to allow and ensure Scientifica to conduct the most accurate analysis possible of the applications, it is also required to prepare a descriptive document containing as much information as possible about the project/idea you intend to submit. As an indicative but not exhaustive list, the document should contain information such as:

- ✓ **Overview:** description of the project/idea, highlighting its innovative aspects, distinctive features, and the possible business model to be applied;
- ✓ **Team:** indication of key people and individuals involved with their respective roles and level of commitment. Brief description of the academic/professional background of each member;
- ✓ **Technology and intellectual property:** description of the underlying technology of the proposed solution. Indication of the related patents with deposit status and any registrations. Indication of the main intermediate milestones already achieved/to be achieved concerning the technological roadmap of the project;
- ✓ **Development plan:** description of the development plan for your initiative or project. This plan should include a clear description of the planned activities, including key stages and their respective timelines. It is also important to indicate any necessary resources for each phase of the development process. This section should also highlight any intermediate progress already achieved or expected along the project roadmap, thus demonstrating a solid understanding of the challenges and opportunities related to the implementation of the initiative;
- ✓ **Financial need:** indication of the financial needs necessary to start/develop the presented project. In particular, it is necessary to provide a breakdown of expenses in terms of material and immaterial resources (e.g., scientific equipment, machinery, physical resources, etc.).

The descriptive document must be written in either Italian or English, in PDF format, and must not exceed the size of 5MB.

5. Selection process and assessment criteria

The Scientifica Venture Capital team will conduct, at its sole discretion, a preliminary screening of the applications received from the Participants, verifying their suitability regarding the eligibility requirements indicated in this Regulation and in the application form, as well as the completeness of the information in the shared document set provided by each Participant.

Following this preliminary screening, and starting from the day after the deadline for submitting applications, the analysis and selection activities of the received applications will commence, with the aim of selecting the top 3 candidates.

The analysis and selection activities will be entirely discretionary on the part of the Scientifica team, which will adopt a set of evaluation criteria including, but not limited to, the following examples:

- Level of innovation of the underlying technology of the presented project/idea.
- Ownership of intellectual property rights (if available).
- Consistency of the presented initiative with the reference verticals of Scientifica Venture Capital.
- Skills and academic/professional background of the Participants/team.
- Sustainability of the solutions and products presented, which should result in a positive impact on the quality of life for humans on the planet, promoting social, economic, and environmental progress.
- Technical-economic feasibility ensured by the project's ability to oversee a specific target market and consequently guarantee scalability.

Based on the above-described criteria, the Scientifica Venture Capital team will select up to 3 projects (hereinafter referred to as the "**Projects**" or the "**Project**"), which will be granted access to participate in the Inverso acceleration program within the terms defined in paragraph 7 Duration and content of the acceleration Program.

6. Creation and Assignment of Start-ups

At the start of the Program, and in any case no later than its conclusion, Scientifica will assign to the founders of the 3 selected Projects, up to a maximum of 90% of the shareholding in a legally established start-up (hereinafter the "**Start-up**") in the form of an S.r.l. (Limited Liability Company) and, if possible, as an innovative Start-up.

In this regard, Scientifica undertakes to establish up to a maximum of 3 Start-ups, the shares of which will be assigned to the founders of the selected Projects, up to a maximum of 90%.

It is hereby specified that the composition of the shareholding of the 3 Start-ups will be freely defined by the Participants, who will therefore be responsible for proposing to Scientifica the desired corporate structure and the distribution of shares among the various partners up to the maximum assigned and, in any case, never exceeding 90%.

7. Duration and content of the acceleration Program

The activities of the Program will tentatively begin on July 1, 2024, and in any case no later than July 15, 2024, and will tentatively end by October 30, 2024, with a total duration of approximately four months.

In addition to the equity stakes in a Start-up, the Program is designed and structured to provide the necessary skills to successfully develop one's own start-up and it guarantees all participants access to the following resources:

- ✓ **2 years of administrative management:** Scientifica will cover the costs related to administrative management, including accounting obligations, as well as support from an accountant and a labor consultant.
- ✓ Up to **100 hours of access to laboratories:** opportunity to use Scientifica's fully equipped laboratories to experiment and develop prototypes and products.
- ✓ Up to **30 hours of technical mentorship:** personalized support to develop and optimize your solution with the assistance of our technical experts.
- ✓ Up to **30 hours of business mentorship:** opportunity for mentoring by experts in start-up development, guiding teams through critical stages of business development, from strategic planning to operational management.
- ✓ **Training workshops:** provision of workshops covering topics crucial for entrepreneurial success. Examples include (i) Intellectual Property, (ii) Public Speaking, (iii) Branding, (iv) Business Modeling, (v) Project Management, and (vi) Fundraising.
- ✓ **Support in recruiting activities:** assistance in the selection and hiring of team members, with the aim of building a competent and complementary team.
- ✓ **Support in creating a successful brand:** access to dedicated resources and mentorship for the development and consolidation of the brand identity and corporate image.

During the four months of the Program, the Scrum project management methodology will be adopted. This methodology involves an iterative process carried out in cycles of two weeks each, called Sprints. Each Sprint consists of three stages: Planning, Execution, and Checkpoint.

8. Acceleration Ticket

The projects selected to participate in the Acceleration Program will also have the opportunity to access an acceleration ticket (hereinafter the "**Ticket**") of up to Euro 150,000.00 (onehundredfiftythousandeuros) aimed at providing targeted and strategic financial support to those participating in the acceleration program.

The investment will be aimed at supporting the development process of the idea or project, allowing participants to invest in resources, technologies, prototype development, research, marketing, and all other activities necessary to effectively and efficiently advance their development plan.

The main objective of the Ticket is to facilitate and accelerate the path towards the development of innovative ideas, providing vital financial resources at a critical stage of their evolution.

Access to the Ticket will generally be subject to the successful outcome of a discretionary analysis conducted by the Scientifica team; in this regard, Participants are required to provide a detailed spending plan.

It is also clarified that the definition of the modalities for the disbursement of the aforementioned Ticket will be postponed to a later stage. The terms and timing will therefore be defined on a case-by-case basis and in direct relation to the real needs of the proposed project’s development plan. Scientifica reserves the right to examine the proposed spending plan during the application process and to determine at its sole discretion the most suitable modalities for the disbursement of the Ticket and the related timing.

9. Focus on reference verticals

Inverso aims to bridge the gap between the world of scientific research and market needs by identifying and selecting ideas and solutions that can have an industrial and commercial impact.

The Inverso Program is aimed at initiatives pertaining to 3 reference verticals in the **Deep Tech** field, each of which is characterized by specific sub-verticals to which the applications must adhere.

The 3 verticals under consideration are the following:

Artificial Intelligence

Focus on potential areas of interest:

- Edge AI
- AI powered New Material Discovery
- Digital Twin
- Generative AI
- Consumer AI
- AI Automation Platforms
- AI powered Energy Technologies

Advanced Materials

Focus on potential areas of interest:

- New Material Discovery
- New Materials for Carbon Neutral or Carbon Negative Economies
- Advanced Materials for Clean Energy Technologies
- New Materials for Medical Devices
- Application of Nanotechnologies

Advanced Manufacturing

Focus on potential areas of interest:

- Additive Manufacturing with Carbon Neutral or Carbon Negative Materials
- 4D Printing
- Advanced Materials, Composites for Additive Manufacturing
- Automation and Robotics for Renewable Construction

10. Legal and privacy section

I. Intellectual property

With the submission of the application, Participants declare to be the sole and exclusive owners of the intellectual property rights related to the projects developed and presented to Scientifica Venture Capital.

Only prototypes, materials, and original projects that do not in any way violate the intellectual property rights of third parties are allowed to be submitted.

By submitting their application, Participants agree to indemnify and hold Scientifica Venture Capital harmless from any and all liability, obligations, actions, claims for damages, and/or compensation that may be asserted by any third party with respect to the use and ownership of the intellectual property rights of prototypes, projects, and materials, and which may be related to the exploitation and/or even only to the publication and dissemination thereof, even by Scientifica Venture Capital. Participants acknowledge and accept that, following the end of the selection process described in paragraph 5 of the Regulation, those selected to participate in the Program will enter into one or more agreements with Scientifica Venture Capital to detail and regulate, inter alia, the modalities of provision and use of the acceleration program (and related services), as well as the forms and terms of participation of Scientifica Venture Capital in the development and economic exploitation of the project (which may include, if necessary, forms of allocation of intellectual property rights).

Notwithstanding the above, by submitting the application, the Participant authorizes the Organizer to use their name, business name, and image as well as the name, image, and identifying marks of the project for promotional and advertising purposes strictly related to the Program.

II. Protection of privacy and confidentiality

Participants undertake not to disclose or communicate to third parties the contents of the documentation and information of a technical, commercial, or financial nature provided by Scientifica Venture Capital or otherwise acquired due to the participation in the Program and related initiatives.

Scientifica S.p.A., as owner (with registered office at Strada Statale 17, SNC – Tecnopolo D’Abruzzo 67100 L’Aquila - Tax Code 02130080662), shall provide the personal data conferred with mainly informational and telematic methods, for the purposes provided for by Regulation (EU) 2016/679 (GDPR).

For further information, please consult the complete information on the Scientifica Venture Capital website at the following links:

[scientificavc Privacy Policy](#)

In accordance with the provisions of Legislative Decree no. 196 of June 30, 2003 (hereinafter also referred to as the “Privacy Code”), as well as subsequent amendments and additions, and Regulation 2016/679/EU (hereinafter also referred to as the “EU Regulation”), all personal data exchanged between the parties will be processed, respectively by each of the parties, solely for the purposes of executing this agreement and instrumental to its performance, as well as to comply with any legal or regulatory obligations, European Union legislation, and/or prescriptions of the Italian Data Protection Authority. The data will be processed, both manually and/or automatically, in accordance with principles of lawfulness and fairness and in a manner that protects the confidentiality and rights of the data subjects, in compliance with appropriate security measures and data protection, including sensitive data or data suitable for revealing the health status, as provided for by the Privacy Code and the EU Regulation.

In particular, each party undertakes, from now on, if, for the execution of this agreement, it is required to process personal data of third parties on behalf of the other Party, to be designated by the latter, without any additional burden for either party, as Data Processor in accordance with Article 28 of the EU Regulation, with a specific act to be attached to this agreement. Similarly, if from the dynamics of the agreement’s execution were to emerge a form of joint controllership of the processing of personal data of third parties by both parties, they undertake, without any additional burden for either party, to sign a joint controllership agreement in accordance with Article 26 of the EU Regulation to be attached to this agreement, and to comply with the obligations of informing the data subjects. Violation of the provisions contained in this article exposes the defaulting Party to the obligation to compensate the other Party for any damages caused.

III. Limitations of liability

Regarding the participation methods in the initiative described in this Regulation, Scientifica Venture Capital cannot be held responsible in case of failure or incomplete electronic registration of Participants, or in case of errors and/or incompleteness of the transmitted documentation, for any reason. Furthermore, Scientifica Venture Capital undertakes no responsibility for technical malfunctions, hardware or software issues, network connection interruptions, temporary unavailability of the system, submissions by applicants that have failed for any reason, are incorrect, inaccurate, incomplete, illegible, damaged, lost, not received, delayed, incorrectly addressed, or intercepted, delayed electronic or other communications, or for other technical problems related to the registration and upload of content within the scope of the application.

Any form of reimbursement and/or compensation, whether partial or full, in favor of the Participants and/or third parties, for the following is also excluded:

- any damage to property, for any reason and/or cause, occurring during the various phases of the initiative;
- any injuries and/or damages incurred by the proponents during the various phases of the initiative;
- any theft and/or loss of objects or goods of any kind left unattended by the proponents in the spaces where the various phases of the initiative will take place.

IV. Guarantees and indemnities

Each Participant is solely responsible for everything presented to finalize the application for the Program itself, as well as for their own project, documentation, equipment, computer equipment, and personal effects.

Therefore, each Participant undertakes, from now on, to indemnify and hold Scientifica Venture Capital harmless from any claim, including claims for damages, that may be asserted, for any reason, in relation to what is presented, the documentation, or, in any case, determined by their participation in the event, except in cases of willful misconduct and gross negligence.

The Participants declare that the project presented by them for the purpose of applying to the Program: (i) is not the subject of a contract with third parties, (ii) does not contain any defamatory content, representation, offensive consideration, or any other content that could damage the name, honor, or reputation of the Organizer or any other person or company, (iii) does not contain any pornographic or sexual content, or discriminatory content in any way (specifically including discrimination based on race, gender, sexual orientation, religion, and/or political beliefs of individuals or groups), nor does it contain content that promotes violence or harm to any living being or any other offensive, obscene, or inappropriate content, (iv) does not contain any threat or content intended to intimidate, harass, or infringe upon the privacy of any individual, and (v) does not violate the law.

V. General terms and conditions

Registration, membership, and participation in the Program entail the unconditional acceptance of this Regulation by the Participants.

Participants are aware and accept that Scientifica Venture Capital reserves the right at any time to cancel, modify, or suspend, as a whole or in part, the Program, as well as any of its content, aspects, or selection criteria, or to select a number of projects lower than initially planned, at its sole discretion, with prior communication of the changes on the Scientifica Venture Capital website.

By submitting their application and documents for participation in the competition, Participants declare that the information provided is truthful and that any decision by the Scientifica Venture Capital team will be unconditionally accepted.

Scientifica Venture Capital may transfer or assign any rights or obligations arising from the application to the Program and/or this Regulation to any company within its group.

It is understood that participation in the Program is free, and it will not entail any further constraints or commitments beyond those provided for in this Regulation, both by Scientifica Venture Capital and by the Participants.

Participants will accept, in any case, any decision and evaluation unequivocally made by the Scientifica Venture Capital team regarding the evaluation procedure for the submitted projects.

Under no circumstances shall the submission of the application, the selection, and awarding be construed or interpreted as an offer or employment contract between Scientifica Venture Capital and the Participant or an obligation to contract on the part of Scientifica Venture Capital. In no event shall the Program and its Regulation be construed and/or interpreted as a public offer under Article 1336 of the Italian Civil Code.

Any violation of the Regulation and in any case any conduct from which unlawful behavior and/or any irregularity may be inferred or presumed, committed before or during the Program, will result, depending on the circumstances and at the sole discretion of Scientifica Venture Capital, in non-participation, expulsion or disqualification, as well as the removal of any material and/or content already transmitted or published.

VI. Accuracy of information

Participants undertake to carry out all appropriate checks to ensure the accuracy of all information, data, and, more generally, any other material provided to Scientifica Venture Capital in the submission of the application and/or at any other stage of the Program, and therefore guarantee that these are accurate, correct, truthful, and complete, assuming full and exclusive responsibility for them.

VII. Efficacy

The obligations contained in the Regulation shall be effective from the submission of the application and shall remain in force until the end of the Program, unless, in relation to the nature or type of certain provisions in the Regulation, their observance becomes necessary even after the end of the Program.

It is clarified that the application does not constitute a contractual proposal, does not establish legal relationships or obligations of any kind on the part of Scientifica Venture Capital, including

the obligation to enter into contracts of any kind, and does not in any way bind Scientifica Venture Capital, which therefore remains free to suspend, modify, cancel, and reissue the procedure relating to this Program at any time without the Participants being able to claim any entitlement.

VIII. Disclaimer

The Participant acknowledges that the application to the Program does not in any way bind Scientifica Venture Capital. Therefore, the latter assumes no commitment towards the Participant regarding their application or other circumstances related to the Program. Any commitments between the Organizer and the Participant may be made exclusively through the signing of specific agreements.

The Participant undertakes to unconditionally accept any decision made by Scientifica Venture Capital regarding the evaluation procedure of the applications.

Regarding the contents covered by industrial and intellectual property rights and all relevant documentation, the Organizer assumes no obligation regarding confidentiality and/or their dissemination. Therefore, they may be disclosed to third parties for the purpose of carrying out activities related to the evaluation and selection process of the submitted projects and, in any case, connected with the present Program. Consequently, the Organizer cannot be held responsible for any third-party use of content covered by industrial and intellectual property rights and any damages that may result to the Participant.

IX. Applicable law and jurisdiction

These Regulations are governed by Italian law and must be interpreted accordingly. All disputes inherent to and/or arising from this Regulation, as well as any, shall be devolved to the exclusive jurisdiction of the Court of Rome.

X. Information and contact details

For all information related to the Program, you can visit the website of Scientifica Venture Capital or contact the email address: inverso@scientifica.vc

By completing the application form for the Program and submitting your project, you declare that you have read and accepted the contents of the Regulation and the Disclaimer preceding it.

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