

Madrid in Motion

Participation Terms and Conditions

2nd Open Call, 2020 edition



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1. Introduction

Madrid in Motion's Open Call is an Open Innovation initiative that is part of the Madrid in Motion Mobility Hub¹, a project spearheaded by Barrabés.biz that aims for innovation in urban mobility. Madrid in Motion seeks to create synergies in the entrepreneurial ecosystem by involving public administrations and private companies and positioning them all as leaders in mobility, sustainability and innovation in order to scale up solutions locally in Madrid with an eye to global impact.

Madrid in Motion launches its second Open Call looking for collaboration between innovative startups and companies to address the challenges of major companies that have joined the programme.

The initiative has the support of the Madrid City Council and this second edition is supported by Ferrovial, Banco Santander, Mastercard, Naturgy, SEAT, Iberdrola, Red Eléctrica de España, Repsol, Correos, MAPFRE, Cellnex Telecom, ESRI y Cabify.

Any reference to "partners" or "partner" in these Terms and Conditions refers to these private corporations and public institutions.

2. Objectives

The objectives of the Madrid in Motion initiative are as follows:

- To innovate in urban mobility by generating new processes, systems and products that help develop urban mobility infrastructures and services.
- To innovate in the value proposals to clients and support clients during their transformation, helping them to understand new sector-specific trends and to innovate in the provision of mobility services.
- To support and motivate entrepreneurs so that they can transform their ideas into successful businesses, increasing their scope, growth and scalability.
- Work with the entrepreneurial ecosystem and develop an innovative culture that feeds back into the ecosystem.
- Attract talent.
- Create value in the ecosystem through an innovation methodology that can be assimilated, systematised and replicated.

3. Madrid in Motion partners and their challenges

¹ *Madrid in Motion is a registered trademark owned by Innova Next SLU, consequently, the obligations and rights established in these Terms and Conditions shall apply to Innova Next SLU.*

Two types of hub partners will be proactively involved in the second Madrid in Motion Open Call.

One of the cornerstones of the Madrid in Motion ecosystem is the work its partners do. This collaboration is directly related to the cooperation model that the partners have with the startups. The impact it will have will vary, contributing to competitiveness in the sector in general and thriving innovative practices in the company in particular.

There are several types of collaboration for this second Open Call:

- **Leading Partners** will launch a challenge in the Madrid in Motion's Open Call. Through this call, they will create two proofs of concept with two selected startup solutions during approximately three months.
- **Advanced Partners** will launch a challenge and reward the best solution proposal submitted, without developing a proof of concept under the framework of Madrid in Motion.

Madrid in Motion's Open Innovation programme focuses on promoting innovative solutions that are adapted to specific challenges proposed and managed by the partners, encouraging the development of proofs of concept and collaboration with the entrepreneurial ecosystem.

The partners participating in the second edition of Madrid in Motion are looking for innovative solutions to create an ecosystem with startups. To make a targeted search, the partners have designed certain urban mobility challenges, which are presented below, so that the startups can submit their applications. The partners will make a pre-selection of solutions and a final selection to choose the solutions that best fit the solution of the proposed challenges. The selected startups will develop the proofs of concept with Leading Partners, and Advanced Partners will award the best solution. The challenges the partners set in this edition are:

DEMOCRATISE ELECTRIC VEHICLE CHARGING STATIONS

an electric mobility challenge from **Naturgy**

How could we promote electric mobility in Madrid? How can we democratise electric charging using a single payment platform?

Naturgy is looking for start-ups capable of democratising electric charging stations – in other words, making it possible for EV users to recharge their vehicles anywhere in the city, regardless of the operator and through a single payment platform.

+INFO



PROMOTE RIDESHARING IN THE CITY

a **ridesharing** challenge from **Ferrovial**

How could we increase ridesharing? How can we increase the amount of ridesharing in the city to reverse these pollution statistics?

Ferrovial is looking for start-ups that can provide solutions to encourage a change in user behaviour, so that users will choose ridesharing more often in their daily lives.

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OPTIMISE DAILY ROUTES

a **connected mobility** challenge from **Banco Santander**

How can we optimise the user's routes in the city? How can we, using artificial intelligence, integrate payment options connected to urban mobility systems and anticipate the user's needs?

Banco Santander is looking for innovative solutions for mobility options that also solve user needs during trips, including payment options.

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VOICE PAYMENTS IN CONNECTED CARS

a **connected mobility** challenge from **Mastercard**

How can we integrate voice payments into connected cars? How can we make frequent in-car payments while driving without being a risk on the road?

Mastercard is looking for startups with voice identification and payment solutions to test their usefulness for the user while driving.

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Leading Partner en Madrid in Motion 2020

SELF-MANAGEMENT OF SHARED AND CONNECTED CARS

a **ridesharing** challenge from **SEAT**

How can we facilitate the self-management of these vehicles? How can we, through an innovative solution, determine a car's condition so that it's "ready" for the user (preventing situations in which the user would have to fill up on gas, for example)?

SEAT is looking for startups with solutions for monitoring the Respiro fleet that make it possible to identify the car's status, avoid unnecessary trips and improve user experience.

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Advanced Partner en Madrid in Motion 2020

INCREASE SHARED ELECTRIC CHARGING SPOTS

a **ridesharing** challenge from **Iberdrola**

How can we increase sustainable mobility and facilitate the access to shared and colaborative electric charging points?

Iberdrola seeks startups with solutions focused on sharing electric charging spots, for electric vehicles users' who wants to share charging spots and to use other people's.

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Advanced Partner en Madrid in Motion 2020

4. Selection criteria

Madrid in Motion is looking for startups for this programme that (i) are established as a legal entity, (ii) whose date of establishment is no more than five years before the date these Terms and Conditions are published, (iii) have developed at least one MVP, (iv) have a solid work team, and (v) demonstrate that their solution is innovative and targeted at the market's needs. In addition, projects must be aligned with one or more of the challenges proposed by Madrid in Motion.

Application scoring and partner evaluation

In order to score the applications to the programme, the professionals evaluating the projects will consider points A, B, C included in the registration form, which can be found on the website. The selected startups will move on to the Selection Day and the criteria set out in point D will be considered.

a) BUSINESS AND INNOVATION MODEL

1. Value proposition

- The project's capacity to deliver a product or service to users will be assessed, identifying a need that is not well covered in the market.
- The economic and social impact of the project will be assessed, as well as its international scope.
- The viability will be assessed in terms of collaboration agile implementation of the proposed solution by Madrid in Motion and its partners in the short and medium term.

2. Degree of innovation

- The project's innovation will be scored by considering both the improvement of a product/service on the market and the offer of a new product/service that is clearly differentiated and that enhances existing solutions. Technological innovation or business model innovation will also be assessed. In particular, the use of project technology will be considered, and greater value will be assigned to projects with a solid technological basis.

3. Feasibility

- The coherence of the project's cost structure along with expected revenues and economic-financial profitability will be assessed.
- The expected return and additional investment required for the project, which will also require a risk analysis, will also be assessed.

4. Level of development

- Projects must have a demonstrable level of maturity and at least one minimal viable product (MVP). Projects that are already selling their solution will also be assessed.
- Experience in joint product development, (for example, working with universities and other companies); experience as a supplier, (for example, if you have sold consulting services or part of your development to another company); and your reasons for cooperating with a corporation.

b) MARKET AND SECTOR

1. Project relevance

- Priority will be given to projects that respond to the challenges proposed by the corporations and public institutions identified in the third "Audience" section of these Terms and Conditions. Both partial and total responses to the challenges will be evaluated, prioritising total responses over partial ones.

2. Market potential

- Identification of customer segments for the project.
- The project's current and potential market and its purchasing power.

c) ENTREPRENEURIAL/PROMOTION TEAM

1. Suitability of the promotion team

- The experience, qualifications and technical and management skills of the team promoting the solution will be assessed.

2. Motivation and interest

- The participation, commitment and dedication of the promotion team to implement the project and to make the most of the services offered by Madrid in Motion will be assessed.

d) SELECTION DAY²

1. Communication

- Clarity and conciseness of the project presentation.
- The promoters' capacity to spark and hold the interest of the audience when presenting the project.

2. Motivation to participate

- The development team's interest in and attitude towards the project and the possibilities offered by Madrid in Motion.

3. Feasibility of developing the proof of concept within the framework of Madrid in Motion

- The project team selected to develop the proof of concept must have enough available time during the programme to develop the proof of concept.

5. Application process

Candidates must complete their application for admission to the programme by registering and submitting information through the online form on the Madrid in Motion website (www.madridinmotion.online) via the YouNoodle platform.

To be eligible for the programme, all candidates must accept YouNoodle's privacy policy when registering on this platform, as well as accept the specifications established by Barrabés as the company managing the applications.

² For Selection Day, the Madrid in Motion team may ask participants for documents related to shareholding, funding history, team description, relevant historical metrics or KPIs, future business plan or the investor deck. In addition, the Madrid in Motion team will have online contact with pre-selected startups.

6. Calendar³

The milestones and dates to keep in mind for the 2020 call for the Madrid in Motion programme are



Application period

The application period begins on the date of publication of this document (January 15, 2020) and ends at 5:59 p.m. (GMT + 1) on February 28, 2020.

Applications received after this deadline will not be accepted.

Selection period

The period for project pre-selection starts on the application submission deadline and runs through the week of 16 March 2020, when the selected projects will be notified of the decision so that they can participate in the next milestone, the Madrid in Motion Selection Day.

After the Selection Day, scheduled for the fourth week of March 2020, corporations and public institutions will each have up to one week to deliberate and decide on which project they would like to continue.

Proof of concept development period

Should your project be selected on Selection Day, the development of the proof of concept will last approximately three months, starting at the end of March 2020 and ending on 30 June 2020. Before creating the proof of concept, an initial face-to-face session will take place in Madrid (Kick off and Bootcamp) for all participants during the third week of April 2020. The results of the proof of concept will be presented at a Demo Day in September 2020, which will have a shared component in which the results of the proofs of concept are shared and a private component, in which the corporations and institutions will decide what to share about the results of this development period.

³ The milestones and dates indicated may be subject to changes by Madrid in Motion in order to optimise the programme's execution. Participants will be informed of these changes by e-mail or on the website.

Demo Day

The participating projects will be presented at a Demo Day in September 2020, following the proof of concept development period. The companies participating in the programme, investors and entrepreneurial ecosystem leaders will attend the Demo Day, where the results of the proofs of concept will be presented.

The Demo Day will consist of a shared component in which all participants will present the proof of concept to the corporations, institutions, investors and entrepreneurial ecosystem leaders. In addition, there will also be a private component to present the results of the proof of concept and the possible relationship sustainability models between the two parties to each partner's decision-making committee.

7. Project analysis and selection process

The project pre-selection jury will consist of professionals from the Madrid in Motion team. Once the projects have been evaluated, the corporations and institutions that participate in the programme will select up to four solutions from those evaluated to participate in Selection Day. The solutions that will develop proofs of concept will be selected on Selection Day.

i. Application scoring

All applications will be scored by the Madrid in Motion team, based on the information in the applications submitted on the YouNoodle platform through the Madrid in Motion website.

ii. Evaluation by corporations and institutions

Each partner involved in the project will select up to four solutions to participate if they are accepted in the Selection Day. This selection will be made in March 2020.

iii. Selection Day

All the projects selected by the corporations and institutions will participate in the Selection Day in Madrid. The startups that qualify to share their projects with the partners will sign a non-disclosure agreement (NDA) to be able to share information that will help the partners come to a decision, and the startups can receive sensitive information from the partners.

The projects selected to develop the proof of concept will sign a specific agreement in addition to these Terms and Conditions for each project with the aim of regulating the

specific conditions of their participation in the Madrid in Motion programme. This agreement will be signed with each of the corporations and institutions and will be predefined by them. Projects will only be considered admitted to the programme after they have signed this agreement, which should be signed within an estimated period of one week after being notified of the Selection Day results, and signing will be required before starting the proof of concept development phase.

For the challenges presented by the Advanced Partners, the jury will notify participants of its decision on the same day.

8. How Madrid in Motion benefits startups

Subject to the agreement signed for each project, the selected projects will benefit from the following services:

Creating the proof of concept⁴⁵

The proofs of concept can be created once the corporations and institutions have selected and agreed on the relationship framework.

The corporations and institutions will have an estimated three months to create the proof of concept in collaboration with the selected projects, employing agile methodologies led by the Madrid in Motion team.

By default, the relationship model between the corporations and institutions and the projects will be one of co-creation, understood as a co-innovation of the solution provided by the startup or project in response to the challenge that the corporation proposed.

To that end:

- The creation phase will start with the parties defining the scope of the proof of concept together.
- There will be a two-day launch of the co-creation of the solutions between the startups and the teams from each corporation or institution. Over this two-day period, the Madrid in Motion team will provide training capsules in agile methodologies, which will be applied during the creation phase. If the parties find that they aren't a good fit, they may consider terminating the relationship at this time. This two-day session will take place in Madrid and attendance is mandatory for all team members.

⁴ This benefit is exclusively for those startups selected by the Leading Partners.

⁵ The proof of concept is unpaid.

- These two days will be followed by five sprints (each sprint will last approximately two weeks), during which the tasks defined by the team will be reviewed (understanding by team the one formed by the startup and the corporation) in order to participate in Demo Day with the best solution, bearing in mind the scope defined at the start of the proof of concept.

Access to the ecosystem

Participating projects will multiply their chances of attracting clients and funding thanks to (i) the increased visibility of the project and (ii) access to top-level corporations and institutions as a result of their participation in the programme.

Corporate image

Selected projects will be able to include the Madrid in Motion logo (as it appears in this document) and the expression "Madrid in Motion Participating Startup" on their website and other corporate materials.

Award

The startups awarded the Advanced Partner challenges will be recognised by the Advanced Partner and join the Madrid in Motion ecosystem.

9. Obligations of the selected projects

The selected projects that benefit from the services that Madrid in Motion and the corporations and institutions provide must agree to certain commitments that will be specified in each of the agreements reached with the different companies that propose the challenges. These obligations will include at least the following:

- 1) the organisations must develop and launch the selected project exclusively through the person or company that has presented the solution in accordance with these Terms and Conditions, which regulate their participation in the programme.
- 2) the organisations must participate in the programme in accordance with the rules and instructions provided for that purpose by the programme leaders and must participate in all programme-related activities.
3. the organisations must provide the resources that project development requires to ensure its execution and to create stability for the team of partners and promoters involved in the project.
- (4) the organisations must not be linked, directly or indirectly, to any other person or organisation whose work is in direct competition with the project.

5) the organisations that own the selected projects must provide access to any documents and information that Madrid In Motion requests with respect to the development of the proof of concept.

10. Right of first refusal

By accepting the Terms and Conditions and signing the agreements governing participation in the programme, the selected projects will give Madrid in Motion and the participating corporations the Right of First Refusal (ROFR). The ROFR means that, during the term of the agreement governing participation in the programme and for three years following the termination of that agreement for any reason, Madrid in Motion and the participating corporations will have the ROFR, without obligation to act on that right, of the acquisition, marketing, licensing, distribution and, in general, any exploitation of the participating projects' results, products or services, in advance and in preference to any third party. The Right of First Refusal is not an exclusive right, and the project promoters will have the right to offer it to third parties after offering it to Madrid in Motion and the participating corporations. The requirements for the acquisition, marketing, distribution or exploitation of the projects' results, products or services will be assessed at their market value, and Madrid in Motion and the participating corporations will be entitled to the same favourable terms and conditions offered to third parties in the market.

11. Right to information and project monitoring

In order to monitor the project and ensure that maximum use is made of the Madrid in Motion Open Innovation programme, Madrid in Motion and the participating corporations must be informed of the progress of the projects through the regular submission of progress reports during the term of the agreement regulating the participation of the projects selected for the programme.

12. Protection of personal data and intellectual and industrial property rights

Madrid in Motion will process the participants' personal data for the sole purpose of managing the programme. This processing will be governed by this clause and by applicable legislation. Specifically, Madrid in Motion will process the personal data sent by the participants to manage their requests for participation in the programme and, only after their consent, to send information and notifications, including by electronic and similar means, about activities, projects and new developments in the Madrid in

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Motion programme that might be of interest. The legal grounds for processing participant data is to manage programme applications and to send communications, after consent granted by the participants.

Madrid in Motion will disclose the data to the companies that participate in the design and implementation of the programme, as well as to its business group organisations listed on the **www.madridinmotion.online** website for the same purposes mentioned above. In any event, data will be processed subject to a level of protection in accordance with the applicable data protection rules and will not be subject to automated decision-making.

After the selection process, and if the candidates agree, Madrid in Motion will store the data provided by the participants so that the candidates can be considered for future programmes. Participants may revoke their consent to receive commercial communications at any time by sending an email to **info@madridinmotion.online** or **dataprotection@barrabes.biz**. If personal data is provided, the user guarantees that he or she has informed by those parties of the content of this clause before providing their data and is personally liable to Madrid in Motion for any damages that result from non-compliance. You may, at any time, exercise your rights of access, rectification and elimination of data, request restrictions on processing and object to the processing, or request the portability of your data under the terms stipulated in current legislation by sending a request via e-mail to **info@madridinmotion.online**, clearly indicating the right you wish to exercise and attaching your national identification number or similar identity card. By submitting their applications, applicants guarantee that:

- The projects are the original work of their authors or they own all the rights to use them, or both.
- Through their participation, participants accept that the work and creations resulting from the projects comply with Royal Legislative Decree 1/1996 of 12 April, which approves the Spanish Intellectual Property Law as amended, regularising, clarifying and harmonising applicable legal provisions in this regard.
- When projects are the unified result of the cooperation of several participants, the project will be treated as a cooperative work under Article 7 of the Spanish Intellectual Property Law, with the resulting rights of all participants as co-authors.
- The participants authorise Madrid in Motion to publish a summary extract of the projects on their official websites and accept that visitors to these sites have access to this information in accordance with the Terms and Conditions of these sites.

- Participants authorise Madrid in Motion to (i) indefinitely use the names and titles of their projects, mentioning them on websites or for any other activity or event related to the Madrid in Motion programme, and (ii) mention the projects in the historical archives and in any Madrid in Motion media and the Madrid in Motion programme.
- Madrid in Motion does not claim ownership of the information provided or any industrial or intellectual property that it may contain. Participants do not transfer any industrial or intellectual property rights resulting from the projects to Madrid in Motion.
- Participants agree that nothing in this document authorises or entitles them to use any industrial property owned by Madrid in Motion, specifically including trademarks or logos, as well as any other brand property.

13. Reservations and limitations

This document sets out the conditions and procedure for selecting projects to participate in the Madrid in Motion 2020 programme. The programme Terms and Conditions established in this document do not imply any contractual obligation or relationship on the part of Madrid in Motion and its collaborators or the project promoters who submit applications for admission to the programme, beyond what is provided in these Terms and Conditions.

The projects selected to participate in the programme will establish their own conditions in individual agreements with Madrid in Motion and the collaborating corporations to regulate their participation in the programme and the development of the proof of concept. Projects will only be considered for admission to the programme after the agreement with Madrid in Motion and its partners has been signed. Project sponsors who submit applications for admission to the programme will assume all costs arising from their participation in the selection process. Similarly, the selected participants will assume their own travel and accommodation expenses in the location where the programme activities are held.

Madrid in Motion reserves the right to cancel or suspend this programme or change any of its Terms and Conditions, by notifying participants on the YouNoodle platform, by e-mail or on its home page. Any cancellation, suspension or change will not grant the project teams that have submitted applications for admission to the programme the right to claim damages. Once the programme is launched, Madrid in Motion and its collaborating organisations reserve the right to exclude any project whose representatives or promoters do not comply with the Terms and Conditions for

participation in the programme, as established in their respective participation agreements.

14. Questions and requests for clarification

For any questions or clarification regarding the programme or the submission of applications, interested parties may contact Madrid in Motion at the following e-mail address: **info@madridinmotion.online**