

NEST - CALL4INNOVATION

TERMS AND CONDITIONS

Article 1. Definition

The “Call4Innovation” (hereinafter “Call” or “Initiative”) is conceived and organized by NEST Foundation - Network for Energy Sustainable Transition – Via Amendola 126/B, 70126, Bari, Italy (hereinafter “Organizer”), with the objective of promoting the growth of an innovative ecosystem dedicated to Sustainable Energy Transition and facilitating the implementation of Proof of Concept (PoC) between the Foundation’s corporate partners and selected Startups and/or Small-Medium Enterprises (SMEs) (Startup and SMEs hereinafter “Projects”).

Article 2. Objectives of the Call

Through the Call, the Organizer aims to identify and engage Startups and SMEs with skills and solutions capable of integrating with the priorities of NEST Foundation’s corporate partners, promoting the launch of structured collaborations. The objective is to facilitate the definition and development of high-potential pilot projects, contributing to the advancement of concrete initiatives in the field of Sustainable Energy Transition.

Article 3. Subject Matter of the Call

Given the nature of the services provided by this Initiative, innovative business entities are admitted to the Call, such as Startups and/or SMEs.

In particular, the Projects sought may relate to any area of Sustainable Energy Transition and must be aligned with the 9 thematic spokes – also present on the Organizer’s website: <https://fondazionenest.it/> – contributing to their development, innovation and sustainability.

The following sector verticals are listed in relation to the 9 thematic spokes for which Projects will be considered of interest for the Call:

- Sustainable Energy Production (*e.g., solutions for energy production from renewable sources; advanced solar technologies; offshore systems for energy generation; development of bioenergies and biofuels; processes for the production and use of clean hydrogen*);

- Conversion, Storage and Advanced Materials (*e.g., energy conversion technologies from renewable sources; electrical and thermal storage systems; batteries and innovative devices; advanced materials for high-efficiency energy systems; solutions for increasing energy resilience*);
- Digitalization & Smart Connection (*e.g., digital platforms for smart grids and optimized energy flow management; AI/IoT for monitoring and predictive maintenance; digital twin for plants and energy infrastructures; multi-sectoral integration systems; cybersecurity for critical assets*);
- Decarbonization and Energy Circularity (*e.g., technologies for CO₂ capture and valorization; low environmental impact industrial processes; solutions for recovery and transformation of by-products; improvement of production cycle efficiency in a circular perspective*);
- Energy Communities and Territorial Innovation (*e.g., platforms and services for Renewable Energy Communities; digital tools for local consumption management; innovative business models and shared energy services; solutions for monitoring and user participation*).

Article 4. Validity and Jurisdiction of the Terms & Conditions

The Call is governed by these Terms & Conditions (hereinafter “T&Cs” or “Regulation”), which shall therefore be applicable to the participant (hereinafter “Participant”) (ref. art. 5) who applies to it.

By participating in the Call, the Participant acknowledges that they have carefully read and expressly accepted the Regulation pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, and that they satisfy all the eligibility conditions described therein.

It is clarified that the Call does not qualify as a “prize competition” as regulated by Italian Legislative Decree No. 430/2001 and falls within the exclusion from prize competitions provided for in Article 6, paragraph 1, letter a) of Italian Legislative Decree No. 430/2001¹. This Regulation has been prepared, is governed by and must be interpreted in accordance with Italian law. The Court of Bari (Italy) shall have exclusive jurisdiction over all disputes that may arise in relation to this Regulation.

¹ “Competitions and prize operations shall not be considered those competitions held for the production of literary, artistic or scientific works, as well as for the presentation of projects or studies in the commercial or industrial field, in which the awarding of the prize to the author of the selected work has the character of consideration for work performed or represents the recognition of personal merit or a title of encouragement in the interest of the community”.

Article 5. Participants

Participants of a “formal” nature are admitted to the Call - these include enterprises with a registered office or operational headquarters in Italy or abroad, duly incorporated and holding legal personality as recognised in their country of residence, as evidenced in the relevant Business Register - which submit one, and only one, application in line with what is provided for by the T&Cs (ref. art. 3).

Article 6. Admission Criteria to the Call

The Participant, as defined in Article 5 of this Regulation, may participate in the Call if they present a Project in line with what is provided for in the “Subject Matter of the Call” (ref. art. 3) and have a minimum Technology Readiness Level (TRL) of 5.

Article 7. Structure of the Call

Participation in the Call is entirely free of charge and consists of two main phases:

1. Application: from 10/12/2025 (10:00 CET) to 20/01/2026 (23:59 CET);
2. Evaluation & Selection: indicatively from 21/01/2026 to 18/02/2026.

Article 7.1 Application

Applications may be submitted from 10/12/2025 (10:00 CET) to 20/01/2026 (23:59 CET), unless the deadline is extended, a decision that is reserved exclusively to the Organizer and will be announced on the Initiative’s website. Applications sent through other channels will not be admitted.

To submit an application, the representative of the Participant (hereinafter “Team Leader”) must:

- Access the website dedicated to the Initiative;
- Enter the required information within the “Application Form” (ref. art. 7.1.1) which includes the presentation of the team and the proposed Project;
- Wait for the confirmation email of the submitted application.

Applications that are not complete with all the information required through the online procedure are to be considered excluded from the Call.

Article 7.1.1 Application Form to the Call

The online application form is divided into four main sections, structured to comprehensively and coherently collect all the information necessary for the evaluation of the Participant:

- “Privacy Policy and Terms and Conditions”: allows participants to accept the the Privacy Policy and Terms and Conditions of the Call;
- “Registry”: collects the applicant’s personal and corporate information, specifying whether the entity is formally incorporated. It includes, among other details: incorporation data, tax identifiers, registered office, contact information, online presence, relevant technologies and trends, as well as the upload of the pitch deck and the organization’s logo;
- “Team”: requires the submission of information regarding the composition and key contacts of the organization, such as: number of employees, primary points of contact, and professional profiles of key team members;
- “Business & Technology”: requires information on the maturity of the entity and the proposed technology. It collects data on: development stage, Technology Readiness Level (TRL), business model, financing rounds received, corporate structure, annual and cumulative revenues, growth rate, relevant customers, letters of intent and strategic partnerships;
- “Market & Competition”: requires a description of the target market, with particular focus on: market size and growth rate, main trends, customer segments, competitors, current geographic coverage and planned expansion areas, as well as the possibility of adding any relevant economic notes.

Article 7.2 Evaluation and Selection

The staged Evaluation and Selection process, consisting of two phases, aims to identify Projects based on specific evaluation criteria (ref. art. 7.2.1).

The aforementioned two phases are as follows:

- Screening: 10/12/2025 – 20/01/2026

The first phase includes an initial evaluation, by the Organizer, of the applications received and related documentation, in order to select the best Projects that will proceed to the next phase;

- Selection: 21/01/2026 – 18/02/2026

The second phase provides for selection activities of Startups and SMEs with the support of NEST corporate partners to identify possible use cases and experimentation opportunities. The Organizer will coordinate targeted sessions to promote technological alignment and accelerate the feasibility verification of solutions, with the objective of activating high-potential collaborations.

Participants will receive confirmation of their admission to the next phase via email to the address indicated at the time of application to the Call.

The list of participants selected for each phase, as well as that of winning projects, will be published on a dedicated page to the Initiative on NEST's website.

Furthermore, it is established that each Participant waives any contestation and complaint against the Organizer and the Evaluation Committee as a consequence of the evaluation criteria adopted and the failure to be selected.

The Organizer also reserves the right to modify the scheduled dates of the moments, the number of Participants admitted to the aforementioned phases, as well as that of the winners, based on the quality of the participation applications received and on the basis of the evidence that emerged following the Selection phase.

Article 7.2.1 Evaluation Criteria and Innovation Board

For the purposes of Evaluation and Selection of the proposed Projects, evaluation criteria have been identified that are widely recognized and consolidated by the Organizer's multi-year experience.

NEST will appoint an Innovation Board composed of some corporate partners of the Foundation, tasked with selecting startups based on the indicated criteria and identifying the winners with whom to develop the PoCs.

The evaluation will be carried out on the basis of the analysis of the documentation provided during the application phase.

Six KPIs have been identified, each rated on a scale from 1 to 9 and with equivalent weight, which will be used for the overall evaluation of the Projects. Below we report the KPIs:

- **TRL – Technology Readiness Level:** level of technological maturity reached by the solution;
- **Scalability & Flexibility:** ability of the solution to scale efficiently and adapt to different application contexts or industrial requirements;
- **Innovation Potential:** degree of innovation, originality and disruptive impact potential of the solution;
- **Fit with NEST's Partners:** alignment of the Project with the real needs and areas of interest of NEST partners;
- **Team Execution Capability:** competencies, solidity and ability of the team to effectively execute the project;
- **Pilot / PoC Readiness:** ability of the solution to be translated into a pilot project or Proof of Concept (PoC).

Article 8. Monetary Contribution, Compliance Requirements and Exclusion Cases

Article 8.1 Monetary Contribution

Projects selected as winners will benefit from a monetary contribution of up to €50,000 each, aimed at supporting the industrial piloting of the proposed solutions. The contribution is intended in particular for the implementation of pilots or Proof of Concept (PoC) in collaboration with the industrial partners of the NEST's network, in order to promote rapid technological validation and the adoption of innovations in real production contexts.

The contribution will be disbursed according to methods that will be communicated by the Organizer to the winners and may be divided into multiple tranches based on project progress or the presentation of suitable technical-administrative documentation. The timing and conditions of disbursement will be defined in an appropriate document or operational agreement shared with each beneficiary.

Article 8.2 Eligibility Compliance Requirements

To ensure compliance with applicable European and national regulations governing the allocation of public and private financial support, the Participants shall meet the following

eligibility conditions. These requirements, inspired by criteria commonly adopted in public-funded startup programmes (e.g., ERDF, ESF), constitute mandatory prerequisites for participation in the Call and for the potential assignment of any contribution. Failure to comply with any of the conditions listed below shall result in ineligibility and may lead to the impossibility of receiving the monetary contribution.

Should any breach of these eligibility conditions be identified after the monetary contribution has been disbursed, the Participant shall be required to return the full amount received, without prejudice to any further actions that the Organizer may undertake in accordance with applicable law.

The Participant, by accepting this Regulation, declares and guarantees:

1. To be in full and free exercise of their civil and corporate rights, not undergoing voluntary liquidation, and not subject to insolvency or bankruptcy proceedings;
2. Not to fall within the category of entities that have received aid identified by the European Commission as unlawful or incompatible and have subsequently failed to reimburse such aid or to deposit it into a blocked account;
3. Not to have been subject, in the years preceding the date of submission of the application, to measures revoking public incentives or subsidies, except for revocations resulting from voluntary renunciation by the beneficiary;
4. To have repaid any public incentives for which the competent authority has ordered reimbursement;
5. Not to be in a situation that qualifies as an "undertaking in difficulty", as defined in the EU Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty;
6. Not to be subject to insolvency proceedings or to meet the conditions under national law for the initiation of such proceedings at the request of creditors.

Article 8.3 Exclusion or Withdrawal from Participation

Subjects who present declarations and/or documents containing information that is partially or totally false and/or incorrect are excluded from the Call, and consequently from the Initiative in general. All proposals that result in the following are also excluded:

- Substantially incomplete;
- Sent beyond the indicated deadline;
- In contrast with the rules established by this Regulation;
- In violation of intellectual property or industrial rights of third parties.

Should a Participant voluntarily decide to withdraw or in the event that the necessary requirements for participation cease to exist (ref. art. 6), Participants whose Projects have obtained the highest scores during the Evaluation and Selection phase will be admitted (ref. art. 7.2).

Article 9. Intellectual Property

The Participant will remain the owner of the intellectual property and industrial rights relating to their Project. Each Participant assumes the responsibility and costs necessary to ensure that adequate protection of such intellectual property rights is put in place. That said, the Organizer and the Corporate Partners who will evaluate the Projects undertake to treat the information relating to each Participant in a confidential manner.

Article 10. Data Processing

At the time of registration, the Team Leader is required to accept the Privacy Notice relating to the processing of personal data.

Article 11. Duration

Unless otherwise provided in this Regulation, the obligations included in the Regulation will enter into force from the moment of submission of the application by the Participant and will remain in force until the conclusion of the final event.

Article 12. Liability and Warranties

Except as mandatory under applicable law, the liability of the Organizer, in any capacity (including, by way of example and not exhaustively, contractual or non-contractual liability), for any damage or loss suffered by the Participant or third parties in connection with this Call, with this Regulation or with the commitments undertaken by the Organizer, is conventionally excluded.

It is understood that this limitation does not apply in the event of violation of Article 9 (Intellectual Property) of this Regulation or in cases where a limitation of liability cannot be excluded under the mandatory applicable legislation.

The Participant, by accepting this Regulation, declares and guarantees that the Projects and materials submitted for the purposes of the Call:

- a) do not violate intellectual property, industrial or other rights of third parties;
- b) do not contain unlawful content, non-compliant with applicable regulations or contrary to the provisions of this Regulation;
- c) are freely usable by the Participant, who declares to hold all necessary rights, including rights of an economic nature;
- d) may be used by the Organizer exclusively to fulfill the obligations provided for by this Regulation.

The Participant further declares that they comply with regulations concerning corporate matters, safety, intellectual property, as well as any applicable legal provision in the Country in which they are based or conduct their activities.

Article 13. Confidentiality

Each Participant, their employees and assigned personnel must keep strictly confidential the information, data and documents received during the Call or related to it.

Article 14. Miscellaneous

The Organizer reserves the right to cancel, delay, postpone, suspend and/or modify the Call, in whole or in part and at any time, as well as any of its content, aspect or selective criterion, at its sole discretion.

The Organizer reserves the right, at its sole discretion, to disqualify any Participant who: a) attempts to tamper with the registration process or the functioning of the Call; b) acts in violation of this Regulation. Communication will take place via email.

Application to the Call and Selection do not represent an offer or employment contract with the Organizer.

Each Participant undertakes not to make any claim, nor to sue, institute or otherwise participate in any legal proceeding (including with reference to proceedings initiated by third parties), directly or indirectly, against the Organizer.

Article 15. Contacts and Assistance

Website: <https://fondazionenest.it/call-4-innovation/>

For any difficulties in accessing the website, submitting the application, or for any doubts about the application process, please contact the email address NESTcall4innovation@deloitte.it

Responses to clarifications will be provided from the above-mentioned email address to the direct email address used by the Participant to contact.

Article 16. Applicable Law and Jurisdiction

This Regulation is governed by and interpreted in accordance with Italian law, without prejudice to the mandatory principles provided for by the applicable legislation in the Country of residence or headquarters of the Participant.

For any dispute arising from the interpretation, application or execution of this Regulation, the Court of Bari (Italy) will have exclusive jurisdiction, unless otherwise provided by mandatory jurisdiction provided for by applicable legislation.

By accepting this Regulation, each Participant expressly declares their approval – pursuant to the applicable legislation on general contract conditions – of the following provisions: 7.2 (Evaluation and Selection); 8 (Article 8. Monetary Contribution, Compliance Requirements and Exclusion Cases); 9 (Intellectual Property); 10 (Data processing); 12 (Liability and warranties); 13 (Confidentiality); 14 (Miscellaneous); 16 (Applicable law and jurisdiction).