

Contest Rules

« Resolutions MRE Pays de la Loire – Asturias »

English version

PREAMBLE

As part of the European CLIPPER project, coordinated by the Pays de la Loire Region, which aims to improve public policies to support the competitiveness of SMEs in the maritime industries (<https://www.interregeurope.eu/clipper/>), The Pays de la Loire Region and the Principality of Asturias wanted to set up a common "Resolutions" on the base of an open innovation international approach for the marine renewable energies markets.

The objective of this unprecedented version of the Resolutions scheme is to promote not only innovation but also the internationalisation of SMEs while creating lasting links between the innovation ecosystems of the two regions.

Article 1: Contest presentation

The "Resolutions" contest (hereinafter called the contest) is organised by the Pays de la Loire Region in partnership with FAEN (both partners in the Interreg project CLIPPER). This action will be carried out with the collaboration of their associated partners Solutions & Co, and IDEPA. Each institution will have different roles during the contest as follows:

- ❖ Pays de la Loire Region is the organiser of the call and will fund the selected projects to be developed on its territory.
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- ❖ IDEPA: will provide the funds for the implementation of the innovative projects to be developed in the Principality of Asturias.
- ❖ Solution & Co and FAEN: will facilitate the logistics of the call.

The contests aims to connect companies wishing to solve development issues in the activity of the marine renewable energies in order to improve their competitiveness with providers of innovative solutions. The objective is to co-develop new responses together to face competitiveness challenges.

Maritime industry was defined in the Clipper Project as all the industrial activity related to the design, construction, maintenance of all types of ships and maritime structures for harnessing the power of the sea, including all the components of the supply chain of systems, equipment and services as well as all the value chain capable of proposing innovative technological projects in the field of MRE.

Within this framework, Marine Renewable Energies (MRE) include all the technologies enabling energy to be produced from different forces or resources in the marine environment: wave, wind, currents, tides, temperature variation between warm surface waters and cold waters deep down. Each of these sectors has a degree of maturity and specific development prospects in the medium/long term.

Pays de la Loire and Asturias present complementary ecosystems in terms of MRE: the cross-cooperation that this Resolutions contest develops, will allow lasting ties to be established between the two territories and will encourage innovation and internationalization in this rising sector.

Challenges in the MRE sector are numerous and can be divided in different categories. Based on the conclusions of the Clipper project and also on the RIS3 strategies of the two regions, the organizers have agreed to focus the contest on the following topics:

- Integration of renewable energy: How to combine the development of MREs with other maritime activities? How to combine the use of MRE with maritime or port infrastructures? How to integrate the energy produced in the sea into the local grid?
- Storage of Energy produced into the sea: How to optimize the storage of energy originating from MRE? Which are the most efficient systems (chemical or physical) to store the energy from the sea?
- Cost of Energy: How can the Levelised Cost of Energy (LCoE) be reduced in MRE projects?
- Manufacturing and supply /value chains: How to solve the most important challenges in terms of manufacturing, assembling and logistics of the components for the offshore renewable energy projects? How to implement innovative solutions to the main challenges through the cooperation of the members of the value chain?
- Materials: Are there new solutions or promising materials with better performance and behaviour to the offshore renewable energy projects? How can be combined different types of materials?
- Digital integration, communication systems, monitoring and sensorization: How to monitor and sensorize the conditions of the sea to improve the decision taking process in terms of energy resource measurement, selection of the location of MRE farms, O&M systems and planification...?

The competition takes place in two phases:

- A first phase, named «call for challenges », during which 6 challenges will be selected (hereinafter referred to as "the entrepreneurs"): 3 in Pays de la Loire and 3 in the Principality of Asturias, each bringing a development issue that they wish to see addressed in the context of the contest. The challenge must present an innovation issue: it implies a search for differentiation, a form of risk taking and an objective of value creation. This phase will also aim to formulate the development issues into innovation opportunities which may be taken up by innovative solutions providers (hereinafter referred to as "the solvers").
- A second phase, named « call for solutions », during which the solvers from any of the two regions will be able to apply by proposing their response to one of the challenges expressed by the entrepreneurs during the previous phase. These solutions should consist either in producing *ex-nihilo* an adapted innovative response, or in adapting an already existing solution by transposing it to a new application sector.

At the end of this second phase, the most promising responses are preselected by the entrepreneurs, with the support of the project team, to participate in a pitching session. Ultimately, the solver who provides the solution deemed most relevant by the entrepreneur is chosen as the winner. The contest therefore makes it possible to designate 6 laureates. The co-development work can then be initiated and results in the writing of specifications for the work to be carried out over a period of 6 to 9 months and is engaging for the entrepreneur and the solver vis-à-vis the two Regions.

Since the contest is organised between two European Regions, participants must be able to exchange in English.

Article 2: Purpose of the present rules

The purpose of these Rules (hereinafter « Rules ») is to define the conditions and rules for participation in the Resolutions MRE Pays de la Loire – Principality of Asturias contest.

Participants acknowledge that they have been informed that the contest calls for sagacity, skill and ingenuity for challenges of serious difficulty. The contest does not depend in any case, even partially, on chance and luck and therefore cannot be analysed or akin to a lottery.

Article 3: Conditions of participation in the contest

Access for contest participants is free, with no purchase obligation.

Participation in the contest is restricted to:

- In phase 1, « call for challenges », any company, , registered in the Trade and Companies Register with an entity domiciled in Pays de la Loire or with premises in the Principality of Asturias.
- In phase 2, « call for solutions », any company, preferably SMEs, registered in the Trade and Companies Register with an establishment in Pays de la Loire or with premises in the Principality of Asturias, and any Research and Technology Organization in one of the two regions

Staff members of the organisers and their associated partners cannot participate in the contest.

Cannot participate in the call for solutions phase, the companies or subsidiaries of companies selected in the call for challenge phase or any company that may have a conflict of interest (family, service provider, etc.) with the referent entrepreneur on the challenge, nor companies with more than 500 employees.

Article 4: Contest registration

Registrations are made at contact@resolutions-paysdelaloire.fr.

To register for the call for challenge phase, the entrepreneur downloads the dedicated form, completes it and uploads it to the website www.resolutions-paysdelaloire.fr or to the link to Resolutions on the website www.FAEN.es

The entrepreneur transmits a presentation of the challenge in PDF format in French and English (for entrepreneurs in the Pays de la Loire region), or in Spanish and in English (for entrepreneurs in Asturias). The presentation is inserted in an e-mail addressed to contact@resolutions-paysdelaloire.fr. An acknowledgment of receipt confirms that the application has been received.

To register for the call for solutions phase, the candidate solver fills out the registration kit form and returns it via e-mail at contact@resolutions-paysdelaloire.fr. This form must be accompanied by a 3 minutes (max) video. Any initiative to illustrate the project will be valued. These other documents (with an English language version) will form an integral part of the final deliverable. An acknowledgment of receipt confirms that the application has been received.

In addition, in the event of difficulties or inability to read the deliverables, it is the responsibility of the participants to remedy them before the end date for the deposit of the deliverables for the current phase and at the latest within three days from this date. After this deadline, the organiser reserves the right to disqualify the participant.

Any candidate who does not meet the conditions of this article when registering and at any time during the duration of the contest will, as of right and without prior notice, be disqualified and may not be designated as the winner. In the event that the prize or grant associated to this contest has been paid to a participant who does not meet the conditions for participation when registering or for the duration of the contest, the financing organizations reserves the right to require the participant to fully refund the amount received.

Article 5: Provisional contest calendar

The total provisional duration of the Resolutions contest is 9 months:

- ❖ Call for challenges: 1,5 months
- ❖ Phase of transformation of challenges into innovation opportunities: 2 months
- ❖ Call for solutions: 2 months
- ❖ Pitch preparation phase + final jury: 0,5 months
- ❖ Team work: 6-9 months

Article 6 : Challenges selection methods

The Pays de la Loire entrepreneurs and challenges' selection is based on the opinion of a jury made up of a representative of the Region, a representative of the Regional Agency Solutions & Co and representatives of innovation players concerned by the subject of MRE (Pôle Mer Bretagne Atlantique, Weamec, EMC2, Neopolia).

The Asturian entrepreneurs and challenges selection is based on the opinion of a jury made up of a representative of FAEN, a representative of IDEPA and representatives of innovation players concerned by the subject of MRE. (Metal entrepreneurs Association, ...).

These juries can rely on one or more experts as needed. Each jury selects among the candidates, the three challenges it deems most interesting on the basis of the deliverables provided for registration in accordance with article 4.

CHALLENGES SELECTION CRITERIA:

- Differentiation: will the resolution of the challenge allow the entrepreneur to differentiate its current offer or to diversify its product / service portfolio?
- Value creation: will the resolution of the challenge allow the entrepreneur to gain in competitiveness?
- The characterization of the innovation challenge must be at the heart of the jury's choices: the mere fact of being new for the entrepreneur is not enough.
- Territorial and sectorial interest in accordance with regional strategies
- Is the RESOLUTIONS process adapted to the case: other schemes might be more relevant.
- The entrepreneur's dependability (to get involved in the challenge) and its involvement in terms of human resources availability for the project is essential
- The entrepreneur's capacity to go through with the process and to implement the innovative solution especially in regard to financial means allocated to the project

Each jury will meet after the «call for challenge » phase.

Successful entrepreneurs will be notified of the results by email and notification mail from the Pays de la Loire Region or FAEN.

In the event of the defection of an entrepreneur, a replacement entrepreneur may be selected under the same conditions. The six (3 + 3) entrepreneurs selected will then benefit from tailor-made coaching to reformulate their problems into innovation opportunities.

The selected entrepreneurs agree to take part in a video and publicly at an event to launch the call for solutions to present their innovation opportunities. Each presentation video will be produced by Solutions & Co for the Pays de la Loire and FAEN for Asturias. They will be subtitled.

Article 7: Solutions selection methods

The selection of solutions will begin at the end of the reformulation of the issues into innovation opportunities for the six selected entrepreneurs and the launch event.

For each selected challenge, five solvers maximum will be preselected by the entrepreneur in consultation with the jury.

The selection of solutions will be validated after a "pitch" session of the solvers during a closing event of the call for solutions phase.

The selection is made by the entrepreneur assisted by a jury made up of representatives of the Pays de la Loire Region, FAEN, Solutions & Co, IDEPA and innovation players concerned by the subject of MRE in the two regions.

The pitching event will consist on an event that will take place simultaneously in both regions where the solvers will make a presentation of their solutions to the entrepreneurs. The entrepreneurs will decide the best solution for their challenge.

Article 8: Modalities of co-development work

The co-development work starts right after the solvers' selection.

The entrepreneur / solver pair will agree upon the specifications of the proposed solution describing the action plan to be carried out in order to verify the feasibility of the envisaged solution and the expected deliverables.

These specifications must be signed by both parties, representing the commitment of the solver to produce the solution, and the commitment of the entrepreneur to co-develop the solution.

Specifications will content the schedule, the description of the activities and budget of the action plan.

Solutions & Co and FAEN resume contact with each pair after six to nine months.

Article 9: Winners designation and prizes

The contest's laureates are designated by deliberation of the Pays de la Loire Regional council for challenges raised by Pays de la Loire entrepreneurs.

FAEN will designate the contest's laureates from Asturias which will be suggested to apply to the regional call for Open Innovation following the procedure for granting in the R&D funding programme.

The designation takes place once the winning solvers have been selected and upon presentation of the specifications drawn up and signed between entrepreneurs and solvers.

The organizers will deliver the selected solvers a diploma in recognition of their contribution to the challenge.

9.1 FOR CHALLENGES IN PAYS DE LA LOIRE

The price is made up of the sum of €20.000 for each selected solver/entrepreneur pair.

Both parties will commit to use this price for the sole purpose of developing the chosen solution

The price may constitute a *de minimis* aid.

9.2 FOR CHALLENGES IN ASTURIAS

The price is made up of an option for the entrepreneur to be granted with at least €20.000 to facilitate the subcontracting of the solver in the validation/demonstration of the solution.

To that aim, IDEPA has planned to launch a call for proposals, on a competitive basis, to validate the feasibility of solutions to MRE market challenges under International Open Innovation approaches.

The proceedings for each region are detailed in Annexes 1 and 2.

Article 10: Intellectual property

In the context of the contest, participants will communicate documents, contributions and/or deliverables likely to be protected by and intellectual property right to the Organisers. The intellectual property right granted by the participants include:

1. Industrial property rights and copyright rights, in particular the right of reproduction (in whole or in part), representation (in whole or in part), of analysis, adaptation, modification, communication, translation, use;
2. The right to authorise someone else to exercise all or part of these right,

And this, for any territory, for the entire period of protection of documents, contributions or deliverables, by any process whatsoever, in any present or future mode, on any medium and for the following purposes:

- within the framework of the contest, in particular (without limitation) for the purposes of selecting the laureate,
- within the framework of the evaluation, within the partner companies, of the opportunity to continue or to initiate discussions with certain participants relating to potential projects with one or more of the partner companies, and this, only for the Region Pays de la Loire or /FAEN.

The Pays de la Loire Region and FAEN commit not to make any use of the documents, contributions or deliverables for any purpose other than the purposes referred to above.

The participants expressly pledge not to abuse the rights which may be recognized by law. Any abuse opening the right for the organisers to disqualify the participant concerned. Participants agree to act in a manner that also meets the needs of the contest.

In any case, participation in the contest implies acceptance by the participants of the provisions of the Rules and the participants pledge to respect the commitments in the context of the contest, in particular in terms of disclosure of the deliverables within the agreed deadlines.

Participants are not authorised to include in, or associate with documents, contributions and deliverables, elements produced by third parties. The participants guarantee to the organisers the peaceful enjoyment of the documents, contributions and deliverables and the rights granted hereunder, against any disorder, claim or eviction whatsoever during the duration of the Call for Innovations and the rights of intellectual property.

As such, the participants guarantee that each of the documents, contributions and deliverables, tools or any creation provided or used by the participants in the context of the contest does not constitute, the counterfeiting of an element, work or creation belonging to a third party, or the result of an act of unfair competition, parasitism or any other violation of the rights of a third party.

The participants guarantee the organisers against all claims by third parties for any reason whatsoever, including the use of their image or any creation or other protected element.

Under this guarantee, participants must pay instead of the organisers all damages or other sums (i) to which the latter would have been condemned by a court decision or (ii) agreed by the organisers with the third party, in a transaction relating to the dispute. This guarantee remains in force even after the end of the contest for the duration of the rights to the organisers under these terms.

The organisers commit not to make any use of the documents, contributions or deliverables for any purpose other than the purposes referred to above.

The deliverables and the videos must have been produced by the participants. Each of them undertakes, under their responsibility, to comply with the rules, in particular as regards copyright and the protection of individuals and their image.

Each participant commits to obtain all the necessary authorisations from the persons who participated, in any way whatsoever, in the achievement of the deliverables and who may hold any rights whatsoever in the deliverables.

Organisers and their associated partners will not be held responsible for any violation by the participants of the above paragraphs.

By providing the deliverables, the participants are required to comply with the legal and regulatory provisions in force. It is therefore their responsibility to ensure that the storage and dissemination of deliverables does not constitute:

- a violation of the intellectual property rights of third parties (in particular, clips, television programs, short, medium and / or feature films, animated or not, advertisements, which the participants did not personally produce or for which they do not have necessary authorizations from third party rights holders),
- an infringement of personality rights (right to image, right to name, defamation, insults, profanities, respect for private life, etc.);
- an attack on public order and morality (in particular, praise of crimes against humanity, incitement to racial hatred, child pornography, etc.)

Otherwise, without prejudice to other rights which the organisers and their associated partners have, the deliverables will be withdrawn, and the participants will be disqualified without prior formality. In addition, the participants incur, on a personal basis, criminal sanctions specific to the contentious content (prison terms and fine), in addition to the possible condemnation to the payment of damages.

Article 11: Communication

Participants authorise organisers or their associated partners to reproduce their brand, free of charge, on the communication media around the contest, such as (non- exhaustive): screens on internal and external sites, signatures/e-mail newsletters, press releases, posters/kakemonos, Facebook and Twitter pages of the organisers and their associated partners.

Participants also authorise the organisers or their associated partners to reproduce their trade name/their brand name under the same conditions as well as their logo as reproduced in the application file.

This authorisation for use is strictly limited to the same purposes as those referred to in Article 10 and the organisers and their associated partners agree to cease using the brand as soon as the circumstances relating to these purposes end, unless prior authorisation written and express of the participant. This authorisation comes into force from the date of the start of the contest, and for the duration and the needs referred to in the aforementioned purposes.

Article 12: Liability

The organizers and their associated partners cannot, in any case, be held responsible for damage caused by the defect or delay in the delivery of deliverables and in particular the refusal to take into account these deliverables due to a submission outside the deadlines set in the Rules, by the default or the delivery time of any e-mail sent in the context of the contest or by any alteration made to the deliverables independently of the organisers and their associated partners.

Organisers and their associated partners cannot be held responsible in the event of total or partial modification, suspension, interruption, postponement or cancellation of the contest for reasons beyond their control. In such cases, organisers will inform the participants as soon as possible by a mention on the resolutions-paysdelaloire.fr website.

Article 13: Data protection

Participant's data:

Any application for the Resolutions contest implies that the participant communicates personal data.

The data referred to in this article are subject to automated processing in compliance with the regulations in force and for which the organisers and their associates are the only ones to define the means and the purpose and are, as such, responsible for this processing.

The purpose of this processing is:

- to organise intermediation between the participant and the organisers;
- to ensure the identification, the communication and the conservation of the exchanges with the participant;
- carry out anonymous market research by organisers or a third party. The recipients of this data are the organisers and their associated partners.

As such, providers are committed to protecting all personal data, which data is collected and processed by providers with the strictest confidentiality...

In compliance with the applicable regulations, the participant has the right to:

- oppose to the collection and process of its personal data;
- oppose to the communication of this data to third parties;
- access all its personal data processed by the providers;
- rectify, update and delete personal data processed by the providers.

To exercise their rights, the participant must send a registered letter with acknowledgment of receipt clearly mentioning his identity and the subject of his request to:

La Société Publique Régionale des Pays de la Loire
7 rue du Général de la Bollardièrre
44300 Nantes – France
OR
Fundación Asturiana de la Energía
Fray Paulino s/n
33600 Mieres – Asturias - España

The participant may be led during the contest to receive or have knowledge of files, documents or exchanges comprising confidential information having in particular a nominal and personal character (hereinafter "Personal Data") processed or controlled by organisers. The participant agrees to comply with the laws and regulations in force concerning the protection of personal data.

Personal Data, property of the organisers and / or controlled by the organisers, remains their property. The participant may access, process and transfer this Personal Data only in accordance with the instructions of the organisers. The participant will implement the security and confidentiality measures required by applicable law and regulations and those agreed in advance with the organisers. The organisers' Personal Data are deemed to be confidential information and, therefore, will not be communicated to third parties without the prior written authorisation of the organisers.

The participant provides all the information and guarantees requested by the organisers for the transfer, processing and storage of its Personal Data.

Article 14: Use of winners' image

The organisers or their associated partners may request the authorisation of each winner to use their surname, first name, address and photograph, as well as their voice, for advertising purposes, in compliance with the regulations in force without this conferring on them a remuneration, a right or any advantage other than the awarding of their Prize.

Article 15: Rules acceptance

Participation to the contest and the awarding of prizes requires outright acceptance and full compliance with the Rules in all its provisions.

The organisers reserve the right to disqualify, without delay or compensation, any participant who does not meet this obligation.

The organisers and their associated partners reserve the right to modify the Rules at any time, including the duration of the contest, without the application or the validity of these modifications requiring notification to the participant. The participant is invited to regularly consult the Rules. The participant expressly waives any claim or dispute relating to any modification made to the Rules.

The Rules are also freely available online on the resolutions-paysdelaloire.fr website on the page dedicated to this contest.

Article 16: Contest's Cancellation and Suspension

Organisers and their associated partners reserve the right to cancel or suspend the contest or their commitment with the contest, in the event of:

- reason of public interest;
- force majeure;
- fraud of any kind.

Organisers or their associated partners cannot be held responsible for cancellation or suspension of the contest in accordance with this article and no indemnity or compensation will be due to the participant.

Article 17: Independence

Participation in the contest does not, in any way, create a relationship of subordination between organisers or their associated partners and participants or members of their team.

Article 18: Complaints

Any participant complaint must be sent in writing no later than thirty days after the end of the contest.

Complaints relating to website management, to the running of the contest and the sending of prizes must be made in writing to the following addresses: - contact@resolutions-paysdelaloire.fr or - faen@faen.es

Under penalty of being rejected, any complaint must include:

- the participant's full contact details (company name, surname and first name of the representative, address, postal code, city, identifier and email);
- the contest name ;
- a clear and detailed statement of the grounds for the complaint.

This rules only apply to the Resolutions MRE Pays de la Loire – Asturias contest

Annex I - PAYS DE LA LOIRE FUNDING RULES

The price is made up of the sum of 20,000€ for each selected solver/entrepreneur pair.

The price may constitute de minimis aid and the entrepreneurs must fill out a de minimis declaration¹. This aid is authorized up to a limit of 200,000 euros over a period of three fiscal years. If the price has the effect of exceeding the ceiling of 200,000 euros, the application will be rejected.

The price will be paid to the entrepreneur, at the start of the work as soon as the entrepreneur / solver pair has produced specifications describing the action plan to be carried out in order to verify the feasibility of the envisaged solution and the expected deliverables. These specifications must be signed by both parties, representing the commitment of the solver to produce the solution, and the commitment of the entrepreneur to co-develop the solution.

In order to collect the price, the Pays de la Loire entrepreneur provides the Pays de la Loire Region: its bank details, a K-bis extract of less than three months, its last tax reports and the specifications signed by both parties.

¹ Declaration of public aid in respect of aid granted on the basis of EU Regulation No. 1407/2013 of the European Commission of December 18, 2013 concerning the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid

Annex II - ASTURIAS FUNDING RULES

The price is made up of an option for the entrepreneur to be granted with at least 20.000€ to facilitate the subcontracting of the solver in the validation/demonstration of the solution.

To that aim, IDEPA has planned to launch a call for proposals, on a competitive basis, to validate the feasibility of solutions to MRE market challenges under International Open Innovation approaches. Here are the specifics of the call.

Principado de Asturias, ES – IDEPA

Funding programme	Open Innovation Call. R&D Programme				
Country/Region	Principado de Asturias				
Funding organisation	IDEPA				
National contact person	Ms. Ana Elena Fernández Monzón				
Funding commitment	60.000€				
Number of expected projects	3				
Maximum project duration	6-9 months, recommended				
Beneficiaries	Companies with premises in Asturias.				
Eligible project budget	Max. 80.000€				
Eligibility of costs, types and their caps	<p>(a) personnel costs: researchers and technicians staff to the extent employed on the project</p> <p>(b) costs of instruments and equipment to the extent and for the period used for the project</p> <p>(c) costs of contractual research, knowledge and patents bought or licensed from outside sources at arm's length conditions, as well as costs of consultancy and equivalent services used exclusively for the project</p> <p>(d) costs of materials, supplies and similar products, incurred directly as a result of the project</p> <p><i>* Cost of contractual research will include at least 20.000€ in services by the selected solvers</i></p>				
Type of research eligible for funding	Experimental development. TRL expected 6-8				
Funding rate	<table><tr><td>Medium Size</td><td>35%</td></tr><tr><td>Large Companies</td><td>25%</td></tr></table>	Medium Size	35%	Large Companies	25%
Medium Size	35%				
Large Companies	25%				
Information available at	https://www.idepa.es/detalle-ayuda/-/asset_publisher/EorU9gEBOv3g/content/ayuda-idepa-subvenciones-dirigidas-a-la-ejecucion-de-proyectos-de-innovacion-abierta-en-el-principado-de-asturias <i>Updating pending</i>				
Date expected for 2021 call launching	April, 2021 <i>tbc</i>				
Deadline for submission	October, 2021 <i>tbc</i>				