



CALL FOR CHALLENGERS

ANNEX 1: GUIDELINES FOR APPLICANTS

DOCUMENT REVISION HISTORY

Version	Date	Description of change
V1	31/01/2023	FIRST VERSION
V2	10/02/2023	DOCUMENT UPDATE TO CONFIRM THE ELIGIBILITY OF UK APPLICANTS

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GLOSSARY

TERM	DESCRIPTION
Application	Online submission to apply for InnoBuyer, through the F6S platform . It includes the organisation contact details, up to 4 unmet needs proposals to be attached in .pdf.
Call for Challengers	Open call inviting public and private organisations to submit applications describing their unmet need(s) and if selected join the InnoBuyer programme.
Call for Solvers	Open call inviting SMEs to submit their applications aimed to solve innovation challenges.
Challenge	Public or private procurer applying for InnoBuyer, with 1 or up to 4 unmet needs, and aiming to participate in the InnoBuyer programme.
Proposal	A .pdf file detailing an unmet need of a Challenger, following the template provided in this open call (Annex 2 - Proposal Template).
SME	Small and Medium Enterprise as defined by the European Commission .
Solver	Small and Medium Enterprise that proposes a solution for a specific Challenge and is selected to co-create a pilot with the corresponding Challenger in Action #3.
Sub-grant agreement	A contract signed between the InnoBuyer Consortium leader and Challengers and/or Solvers defining the framework of rights and obligations of the contracting parties, including but not limited to ground rules for receiving financial support and a description of the work to be done.
Sub-grantee	Challengers or Solvers that sign a sub-grant agreement with the InnoBuyer Consortium leader.
Terms of Reference	A document describing the scope and limitations of the procurement of the co-created solution, once it has proved

TERM	DESCRIPTION
	successful results, to scale it up within the organisation and ensure its continued use.
Unmet need	A preliminary description of a real and specific user or organisational need, that is currently not met and for which a solution is not yet available or widely available on the market.

1 INTRODUCTION

1.1 THIS DOCUMENT

This document explains the scope of the InnoBuyer Call for Challengers defining the terms and conditions to apply, including the eligibility and evaluation criteria and detailing the expected work to be performed by the selected applicants. It is complemented by other open call documents listed in section 5.1, and that can be found on the InnoBuyer website: <https://innobuyer.eu/challengers>

1.2 INNOBUYER

1.2.1 INNOBUYER GOAL

InnoBuyer brings together *Challengers* (public or private entities with unmet innovation needs) and *Solvers* (Innovative SMEs) to jointly co-create new solutions, applying a demand-driven approach in 4 actions.

- o Action #1: Identification of challenges
- o Action #2: Open Market Consultation and Solver selection
- o Action #3: Pilot co-creation
- o Action #4: Legal support for tender preparation

1.2.2 BENEFITS FOR CHALLENGERS

Thanks to InnoBuyer, Challengers can receive the following benefits.

Public Challengers can receive funding support associated with the 4 actions of the InnoBuyer programme to:

- o Identify needs within their organisation.
- o Find innovative solutions that can solve their needs.
- o Co-create solutions with innovators.
- o Prepare an innovation procurement procedure for the adoption of the co-created solution.

- o Get grants up to €41.500¹.

Private Challengers can receive funding support associated with Action #1 and #2 to:

- o Identify needs within their organisation.
- o Find innovative solutions that can solve their needs.
- o Get grants up to €20.000.

1.2.3 BACKGROUND

The acquisition of innovation by public and private organisations enables better and more efficient service delivery to citizens and customers. These organisations can acquire innovation via direct procurement from the market when a mature solution is available. However, frequently these organisations have unmet needs that require innovative solutions that are not yet widely available in the market.

There are several instruments aimed at designing and testing innovative solutions in collaboration with external suppliers. Yet, these instruments are oriented towards big buyers and solutions that require big investments. In addition, a (big) administrative burden is associated with its launch, execution and justification. This discourages some organisations to use them when the solution requires quicker execution times or fewer economic resources, due to the scope and characteristics of the unmet need.

InnoBuyer has been born as a complementary instrument so that public and private organisations can define their needs and engage with innovative suppliers faster, allowing for funding smaller scale but essential innovation needs. The public but also private sector could grasp this opportunity to access new technologies or solutions.

2 THE CALL FOR CHALLENGERS

2.1 OBJECTIVES

The InnoBuyer Call for Challenger aims to select 15 public and private entities with unmet innovation needs, from any sector, to join the InnoBuyer programme that offers funding support, expertise, and connections, to speed-up all the steps from the identification of unmet innovation needs to the procurement of innovation, including the co-creation of

¹ The Solver (Innovative SME) selected to co-create a solution for the Public Challenger can also get funding support up to 58.500€.

solutions with innovative companies, in order to deliver better and more efficient services to citizens and customers.

2.2 OPEN CALL SUMMARY

Who can apply?	Public or private organisations from any sector, with a need that could be solved by implementing an innovative solution. Full list of eligibility criteria available in section 3.
Open call timeline	From the 1st of February 2023 to the 31st of March 2023 at 17:00 Central European Time (CET).
Number of applicants to be selected	15 Challengers expected to be funded: <ul style="list-style-type: none"> o Minimum 10 public Challengers o Up to 5 private Challengers

TABLE 1 : OPEN CALL SUMMARY

InnoBuyer will fund activities under four actions:

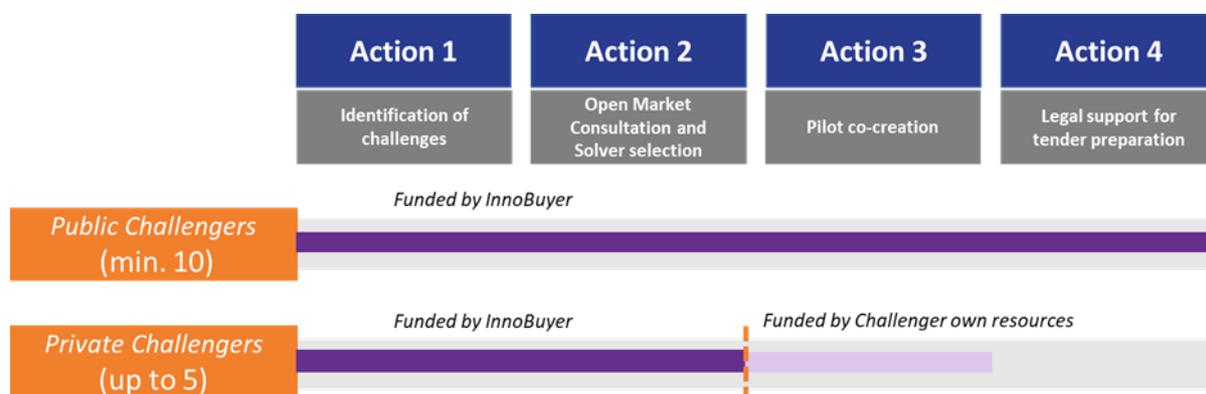
Actions	Short description	Duration	Type of beneficiary	Financial support
Action #1 Identification of challenges	Identification of the unmet need, and design the challenge specifications to find the best innovation suppliers. Recruitment of other entities with a similar need to the one proposed.	3 months	Public Challenger	€10,000 per Challenger
			Private Challenger	
Action #2 Open Market Consultation and Solver selection	Implementation of a market consultation on the proposed challenge, as well as the recruitment and selection of innovative SMEs via open call. Selection of the best solution and corresponding SME	5 months	Public Challenger	€10,000 per Challenger
			Private Challenger	

Actions	Short description	Duration	Type of beneficiary	Financial support
Action #3 Pilot co-creation	Co-creation of a solution with the awarded SME. Testing of the solution in real conditions.	10 months	Public Challenger	Up to €6,500 per Challenger Up to €58,500 per Solver
Action #4 Legal support for tender preparation	Legal support to draft the procurement tender for the adoption of the innovative solution, if the co-creation is successful.	9 months	Public Challenger	€15,000 per Challenger

TABLE 2 : INNOBUYER ACTIONS SUMMARY

2.3 ACTIONS DESCRIPTION

FIGURE 1: INNOBUYER PROGRAMME



2.3.1 ACTION #1: IDENTIFICATION OF CHALLENGES

2.3.1.1 BENEFICIARIES

Public and private challengers.

2.3.1.2 OBJECTIVES

- o Develop a ‘Challenge Description’ which describes an improved version of the initially submitted unmet need, considering inputs from other relevant departments in the organisation such as IT, legal, and management, among others. The aim is to have business-oriented wording that can be appealing and well understood by innovative SMEs when published in the Call for Solvers.
- o Recruitment of other entities (public or private) who might share the same need and onboard them to contribute to the ‘Challenge Description’ so that the future co-created solution has wider market potential.

2.3.1.3 EXPECTED OUTCOMES

By the end of the action, each expected Challenger will have learned a new methodology to identify unmet needs and describe them in a way that innovative SMEs can understand.

2.3.1.4 DELIVERABLES

In this action the selected Challengers are expected to submit a deliverable according to the details presented in the table below.

#	Deliverable	Description	Due Date
D1.1	Challenge description	Short document describing the challenge specifications including the requirements to be published in the open call.	July 2023

TABLE 3 : ACTION 1 DELIVERABLES

2.3.2 ACTION 2 OPEN MARKET CONSULTATION AND SOLVER SELECTION

2.3.2.1 Beneficiaries

Public and private challengers.

2.3.2.2 Objectives

- o Challengers are expected to attend training sessions organised by the InnoBuyer team on the subject of “Open market consultation” in order to learn and adopt the latest methodologies on sourcing and market consultation, attend market dialogue sessions to share unmet needs with potential Solvers and identify interesting solutions in e-pitching sessions and participate in other opportunities to connect Challengers and Solvers.

- o Actively participate in the evaluation and selection of Solvers and corresponding proposed solutions, and support the external evaluators, who will also evaluate the solutions, better understand the challenge and corresponding requirements. Join the second stage of the evaluation process² (online interviews with Solvers) to know the team behind the proposal and their commitment, review and clarify doubts about the proposed solutions and understand the fit between the Challenger and Solvers.

2.3.2.3 EXPECTED OUTCOMES

At the end of this action it is expected that the Challengers achieve a strong understanding of their challenge and how it can be solved, the applied technologies, and market trends, end up by selecting a solution provider and signing an agreement to co-create a pilot and test the proposed solution.

2.3.3 DELIVERABLES

In this action the selected Challengers are expected to submit two deliverables according to the details presented in the table below.

#	Deliverable	Description	Due Date
D2.1	Open Market Consultation and evaluation of solutions report.	Report describing (1) the open market consultation activities carried out, (2) the evaluation of solutions proposed by solvers and (3) the reason why the selected Solver is a good fit for the proposed Challenge	December 2023
D2.2	Co-creation agreement* ³ <i>(only for public Challengers)</i>	Signed contract between the Innobuyer consortium the Challenger and the Solver, outlining general responsibilities of the parties and the rules of engagement during the pilot stage (Action 3), including the financing mechanism, data privacy/GDPR and IPR.	January or February 2024

TABLE 4 : ACTION 2 DELIVERABLES

² The evaluation process to select the Solvers will be detailed in the Guidelines for Applicants of the InnoBuyer Call for Solvers.

³ D2.2 The co-creation agreement will only have to be delivered by public Challengers. Private Challengers will only have one deliverable in Action #2, which is D2.1.

2.3.4 ACTION #3 PILOT CO-CREATION

2.3.4.1 Beneficiaries

Public challengers.

2.3.4.2 Objectives

- o To implement a round of co-creation sessions bringing together Challenger and Solver personnel, for co-developing a joint solution.
- o To pilot the co-created solution in a real environment to test its functioning and assess its effectiveness.

2.3.4.3 Deliverables

In this action the selected Challengers and Solvers are expected to jointly submit two deliverables according to the details presented in the table below.

#	Deliverable	Description	Due Date
D3.1	Interim report on the co-creation deployment	Report presenting an overview of the implementation of the action, including co-creation sessions organised, the status of the pilot deployment and results achieved at that stage. It must indicate any major deviations from the original plan and lessons learnt to improve the rest of the co-creation period.	June 2024
D3.2	Final report on the co-creation deployment	Report presenting an overview of the implementation of the action, including co-creation sessions organised, pilot deployed and results achieved. It must include an evaluation by the Challenger team of whether the solution achieved the initial objectives.	November 2024

TABLE 5 : ACTION 3 DELIVERABLES

Please note that private challengers are not eligible for funding in Actions #3 and #4. The rationale behind is that it is easier for private organisations to source and purchase from suppliers than for public procurers. The latter have higher budget rigidity, are subject to several regulatory restrictions, and must ensure transparency of the process, which are

necessary measures to protect procurement procedures from illegal activity, but at the same time, can also impose several barriers to the procurement of innovation. For that reason, it is considered that public organisations need additional incentives.

Yet, InnoBuyer will share the InnoBuyer co-creation methodology with successful private challengers from Action #1 and #2, should they decide to fund the co-creation with their own financial resources.

2.3.5 ACTION #4 LEGAL SUPPORT FOR TENDER PREPARATION

2.3.5.1 Beneficiaries

Public challengers.

2.3.5.2 Objectives

- o To access external legal support that would lead Challenger to design and deliver, first, individual Terms of Reference (ToR) for a simplified form of innovation procurement.
- o To develop follow-up strategies for the adoption of ToRs by the participating Challengers, leading to the implementation of simplified innovation procurement by them in the future.

2.3.5.3 Expected outcomes

At the end of this action it is expected that all Challengers will be provided with ToRs and follow-up strategies.

2.3.5.4 Deliverables

In this action the selected Challengers are expected to submit a deliverable according to the details presented in the table below.

#	Deliverable	Description	Due Date
D4.1	Terms of Reference specifications	A document that clearly, accurately and completely describes in detail what the Challengers want to purchase and how to do it.	June 2025

TABLE 6 : ACTION 4 DELIVERABLES

2.4 EVALUATION OF SUCCESSFUL COMPLETION

The InnoBuyer Consortium will evaluate the Challengers' work and progress based on the deliverables provided by the Challengers that must be submitted within the defined deadlines.

After the submission of each deliverable, an online review will take place via a teleconference platform (e.g. Zoom) in which each Challenger will make a presentation of the work done, analyse its progress and answer questions from the InnoBuyer Consortium. After each online review, the Challengers will receive a review report, including comments and potential recommendations. The report will also state if the deliverables are accepted or not.

- o On acceptance of the deliverables, the Challengers will be requested to send a financial statement (template to be provided by the InnoBuyer Consortium) requesting the voucher for the corresponding phase. Payments will be released no later than thirty (30) natural days after the InnoBuyer Consortium receives the financial statement.
- o On rejection of any of the deliverables, or in case of not satisfactory review, the InnoBuyer Consortium reserves the right to withdraw a Challenger from the InnoBuyer Programme before moving to the next action and without paying the corresponding voucher. Therefore, being awarded for Action #1 does not automatically translate into reaching Action #4 if the work performed is not achieving the expected results.

2.5 TIMELINE

Below are presented the current tentative dates for the different phases. The dates can be subject to change in case of any modifications in the InnoBuyer project's schedule.

DESCRIPTION	TENTATIVE DATES
Open call for Challengers	01 February 2023 to 31 March 2023 17:00 CET
Eligibility checks	03 April 2023 to 06 April 2023
Evaluation of applications	07 April 2023 to 21 April 2023
Contracting phase	24 April 2023 to 28 April 2023
ACTION #1: IDENTIFICATION OF CHALLENGES	May to July 2023

DESCRIPTION	TENTATIVE DATES
ACTION #2: OPEN MARKET CONSULTATION AND SOLVER SELECTION	August 2023 to January 2024
ACTION #3: PILOT CO-CREATION	February to November 2024
ACTION #4: LEGAL SUPPORT FOR TENDER PREPARATION	October 2024 to June 2025

TABLE 7 : INNOBUYER TENTATIVE CALENDAR

2.6 SUPPORT PROVIDED AND ORIGIN OF THE FUNDS

2.6.1 FINANCIAL SUPPORT

InnoBuyer funding is results-driven, provided as vouchers in a lump sum. As such, there is no need for a traditional administrative-justification system (e.g., counting hourly dedication or calculating workload), but getting the funding is associated with the acceptance of the agreed deliverables. Selected applicants will become part of InnoBuyer programme and will go through an exhaustive sequential process composed of the 4 actions for public Challengers and of actions #1 and #2 for private Challengers. Payments will be done in instalments based on concrete results, deliverables and a review of each action.

2.6.1.1 FINANCIAL SUPPORT FOR PUBLIC CHALLENGERS

Maximum amount for public challengers

The maximum amount of funding a public Challenger can get and retain is €41.500. The maximum amounts that a Challenger can retain per action are the following: Action #1 €10.000, Action #2 €10.000, Action #3 €6.500 and Action #4: €15.000.

The maximum amount of funding a Solver can get is €58.500. The maximum amount per action for a Solver is €58.500 in Action #3.

Summary of funding support for public challengers

The summary of funding for each public Challenger is the following:

Action	Deliverable	Payment trigger	Expected payment date	Amount
Action #1 Identification of challenges	Submission of the Challenge - a revised description of the proposed need using a template provided by the InnoBuyer Consortium.	Acceptance of the submitted deliverable by the InnoBuyer Consortium.	August 2023	€10.000 For public Challenger
Action #2 Open Market Consultation and Solver selection	Submission of an open market consultation and evaluation of solutions report, and signature of a co-creation agreement, using a template provided by the InnoBuyer Consortium.	Acceptance of the submitted deliverable by the InnoBuyer Consortium.	February 2024	€10.000 For public Challenger
Action #3 Pilot co-creation	Submission of a mid-term pilot deployment report, using a template provided by the InnoBuyer Consortium.	Acceptance of the submitted deliverable by the InnoBuyer Consortium.	July 2024	€3.000 For public Challenger
	Submission of a final pilot deployment report, using a template provided by the InnoBuyer Consortium.	Acceptance of the submitted deliverable by the InnoBuyer Consortium.	December 2024	€3.500 For public Challenger
Action #4 Legal support for tender preparation	Submission of a report describing the tender documentation, using a template provided by the InnoBuyer Consortium.	Acceptance of the submitted deliverable by the InnoBuyer Consortium.	July 2025	€15.000 For public Challenger
Total amount available for each public Challenger				Up to €41.500

TABLE 8 : INNOBUYER FUNDING SUPPORT FOR PUBLIC CHALLENGERS

Detailed payment schedule and payment conditions will be settled in the Sub-grant Agreement.

2.6.1.2 FINANCIAL SUPPORT FOR PRIVATE CHALLENGERS

Maximum amount for private Challengers

The maximum amount of funding a private Challenger can get and retain is €20.000. The maximum amounts that a Challenger can retain per action are the following: Action #1 €10.000, and Action #2 €10.000.

Summary of funding for private challengers

Action	Deliverable	Payment trigger	Expected payment date	Amount
Action #1 Identification of challenges	Submission of the Challenge - a revised description of the proposed need using a template provided by the InnoBuyer Consortium.	Acceptance of the submitted deliverable by the InnoBuyer Consortium.	August 2023	€10.000 For private Challenger
Action #2 Open Market Consultation and Solver selection	Submission of an open market consultation and evaluation of solutions report.	Acceptance of the submitted deliverable by the InnoBuyer Consortium.	February 2024	€10.000 For private Challenger
Total amount available for each private Challenger				Up to €20.000

TABLE 9 : INNOBUYER FUNDING SUPPORT FOR PRIVATE CHALLENGERS

Detailed payment schedule and payment conditions will be settled in the Sub-grant Agreement.

2.6.2 ORIGIN OF THE FUNDS

All Subgrantees will sign a dedicated Subgrantee Agreement with the InnoBuyer consortium. The funds attached to the Subgrantee Agreement come directly from the funds of the

European Project InnoBuyer, funded itself by the European Innovation Council and SMEs Executive Agency (EISMEA), and remain, therefore, property of the EU until the payment of the balance, whose management rights have been transferred to the project partners in InnoBuyer via European Commission Grant Agreement Number 101071212. As can be seen in the Model Subgrantee Agreement (Annex 5), this relationship between the Subgrantees and the European Commission through the InnoBuyer project carries a set of obligations to the Subgrantees with the European Commission. It is the task of the Subgrantees to accomplish them, and of the InnoBuyer consortium partners to inform about them.

3 ELIGIBILITY CRITERIA

All applicants will have to comply with all general requirements described in this section to be considered eligible for InnoBuyer Open Call for Challengers. Therefore, please read this section carefully.

3.1 TYPE OF BENEFICIARIES

InnoBuyer invites public organisations and private organisations to participate in the Open Call for Challengers.

3.1.1 DEFINITION OF PUBLIC ORGANISATIONS

According to [Article 2 of Directive 2014/24 EC](#), InnoBuyer refers to public organisations as the following:

- o **the State, regional or local authorities,**
- o **bodies governed by public law or**
- o **associations formed by one or more such authorities or one or more such bodies governed by public law.**

What does 'bodies governed by public law' mean?

Bodies that have **ALL** of the following:

- (1) they are established for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character; **and**
- (2) they have legal personality, **and**
- (3) Either they are
 - (a) financed, for the most part, by the State, regional or local authorities, or by other bodies governed by public law; **or**

(b) subject to management supervision by those authorities or bodies; **or**

(c) have an administrative, managerial or supervisory board, more than half of whose members are appointed by the State, regional or local authorities, or by other bodies governed by public law.

These requirements are ruled by Article 2 par. 4 in Directive 2014/24/EC and article 3 par. 4 in Directive 2014/25/EC.

Some examples of bodies governed by public law

- o Institut national de la santé et de la recherche médicale in France.
- o Sozialversicherungen (Krankenkassen, Unfall- und Rentenversicherungstraeger) in Germany.
- o Fundações públicas in Portugal.
- o All non-commercial bodies whose procurement is subject to supervision by the National Board for Public Procurement, in Sweden.
- o Public or publicly controlled entities or undertakings not having an industrial or commercial character, in Finland.
- o Teaching hospitals in the Netherlands.
- o Les centres publics d'aide sociale in Belgium.

For examples of bodies governed by public law please check Appendix III of the following document (page 93): [GUIDE TO THE COMMUNITY RULES ON PUBLIC PROCUREMENT OF SERVICES.](#)

3.1.2 DEFINITION OF PRIVATE ORGANISATIONS

InnoBuyer refers to private organisations as organisations that are privately owned and constituted either for profit or non-profit purposes, not operated by a public body.

Micro, small and medium-sized enterprises (SMEs) according to the European Commission Recommendation 2003/361/EC and the SME user guide, and large enterprises, are considered eligible for funding.

3.1.3 OTHER CONDITIONS

In addition, the following conditions apply.

The applying applicants should not:

- o have convictions for fraudulent behaviour, other financial irregularities, or unethical or illegal business practices.
- o have been declared bankrupt or have initiated bankruptcy procedures.
- o be under liquidation or an enterprise under difficulty according to the Commission Regulation No 651/2014, art. 2.18
- o be excluded from the possibility of obtaining EU funding under the provisions of both national and EU law, or by a decision of both national or EU authorities.

3.2 ELIGIBLE COUNTRIES

Only applicants legally established in any of the following countries (hereafter collectively identified as the “Eligible Countries”) are eligible:

- o The Member States of the European Union including their outermost regions;
- o The Overseas Countries and Territories (OCT) linked to the Member States⁴
- o Horizon Europe associated countries,

As described in the [Reference Documents](#) and the [List of Participating Countries in Horizon Europe](#) according to the latest list published by the European Commission.

Please note that countries previously associated with other EU Research and Innovation Framework programmes may not be associated with Horizon Europe such as **Switzerland**.

3.3 LANGUAGE

English is the official language of InnoBuyer Open Call for Challengers. Submissions done in any other language will not be evaluated. English is also the only official language during the whole execution of the InnoBuyer programme. This means any requested submission of deliverables will be done in English in order to be eligible.

3.4 MEANS OF SUBMISSION

Only applications submitted through the Open Call submission tool (F6S platform) at <https://www.f6s.com/innobuyer-call-for-challengers/apply> and within the Call duration will be accepted. Applications submitted by any other means, will not be evaluated.

Only the documentation included in the application will be considered by evaluators. It will be composed of a form with administrative questions to be completed directly in the [F6S platform](#) and Annex 2: Proposal template, which must be completed and uploaded as a .pdf to the [F6S platform](#). The information provided should be actual, true and complete and should allow the assessment of the proposal.

⁴ Entities from Overseas Countries and Territories (OCT) are eligible for funding under the same conditions as entities from the Member States to which the OCT in question is linked

3.5 MULTIPLE SUBMISSIONS

Applicants should submit only one application, which can include up to four proposals (unmet needs).

If more than four proposals (unmet needs) are submitted through different applications from a single entity, InnoBuyer will only consider the first four proposals submitted.

In case an applicant requests to update a submitted application before the open call deadline and resubmits it still before the deadline, the timestamp associated with the application will be the one of the last submission.

Therefore, applicants are encouraged to coordinate very well within their organisation to submit only one application with up to four proposals (unmet needs).

Only one proposal per applicant can be funded.

3.6 DOCUMENTATION FORMAT

Any document requested in any of the phases must be submitted electronically in PDF format without restrictions for printing.

3.7 DEADLINE

Only applications submitted before the deadline will be accepted. After the call closure, no additions or changes to received applications will be taken into account. The deadline for this call is **31 March 2023 at 17:00**, Central European Time (CET).

3.8 ABSENCE OF CONFLICT

Applicants shall not have any actual or/and potential conflict of interest with the InnoBuyer selection process and during the whole project. All cases of conflict of interest will be assessed case by case. In particular, applicants cannot be InnoBuyer Consortium partners or affiliated entities nor their employees under a contractual agreement.

3.9 FREEDOM TO OPERATE

Submissions are not eligible if the personnel proposing the challenge or its organisation have been working on a potential solution and aim to apply for InnoBuyer to continue funding it, or if there can be any potential conflict that prevents the Solver to claim full ownership of the solution's intellectual property rights.

4 EVALUATION CRITERIA

The criteria for proposal evaluation will be the following:

CRITERIA	DESCRIPTION	WEIGHTING
COMMITMENT	<p>The extent to which the Challenger shows a strong and credible commitment for its involvement in the InnoBuyer programme.</p> <p>The commitment that the Challenger demonstrates to procure a solution at the end of the InnoBuyer programme.</p> <p>For private challengers, the commitment to eventually fund the co-creation of a pilot after Action #2 with their own financial resources will also be evaluated.</p>	30%
IMPACT	<p>The severity level of the current problem's impact in its different dimensions (economic, social, environmental and others).</p> <p>The extent to which the current situation could improve over time if the unmet need is addressed, including expected benefits of solving the problem for the organisation, employees, or citizens.</p>	25%
INNOVATION & SCALABILITY	<p>Innovation refers to the degree to which the unmet need requires an innovative solution that is not available or widely available on the market yet.</p> <p>The scalability potential of the need, considering the number of Challengers who might have a similar need, which would translate into a bigger potential market and business attractiveness for innovation suppliers. Identifying, and presenting support letters from, other entities (public or private) that share the same need will be valued positively.</p>	20%
FEASIBILITY	<p>The extent to which it is realistic to solve the unmet need, technically, economically and operationally.</p> <p>The description of the potential barriers foreseen</p>	15%

CRITERIA	DESCRIPTION	WEIGHTING
	and the contingency measures to be put in place will be evaluated.	
TEAM	<p>Appropriateness of the team to implement the InnoBuyer programme. The extent to which the team is multidisciplinary, involving the relevant experts to work on the proposed need: functional experts, but also management personnel.</p> <p>The participation of experienced personnel from an organisational innovation unit that supports the co-creation process (e.g. setting up meetings, following up on decisions, monitoring suppliers) will be appreciated.</p>	10%

TABLE 10 : INNOBUYER EVALUATION CRITERIA

The experts will score each award criterion on a scale from 0 to 5 (decimal and centesimal point scores may be given):

0 = Proposal fails to address the criterion or cannot be assessed due to missing or incomplete information.

1 = Poor: criterion is inadequately addressed or there are serious inherent weaknesses.

2 = Fair: proposal broadly addresses the criterion, but there are significant weaknesses.

3 = Good: proposal addresses the criterion well, but a number of shortcomings are present.

4 = Very good: proposal addresses the criterion very well, but a small number of shortcomings are present.

5 = Excellent: proposal successfully addresses all relevant aspects of the criterion. Any shortcomings are minor.

For each criterion, the minimum threshold is 3 out of 5 points. The overall default threshold, considering the sum of the individual scores is 16. That means if a proposal receives less than 3 in one criterion or less than 16 in the overall score it is automatically rejected.

5 APPLICATION SUBMISSION

5.1 APPLICATION PREPARATION AND SUBMISSION

To submit an application Challenger should follow these steps:

1. Go to <https://innobuyer.eu/challengers> and carefully read the open call documents composed by the:
 - a. Annex 1: Guidelines for Applicants (This document)
 - b. Annex 2: Proposal template
 - c. Annex 3: Declaration of honour
 - d. Annex 4: Bank account information
 - e. Annex 5: Sub-grant agreement template
2. Go to <https://www.f6s.com/innobuyer-call-for-challengers/apply> to fill in the application form through the F6S platform (applicants are required to register a profile at F6S to be able to submit an application) and answer all mandatory questions.

Applicants are encouraged to be concrete and concise. Each unmet need proposal shall not exceed 8 pages (attachments not included in this limit) and each section also has page limitations.

It is strongly recommended not to wait until the last minute to submit the application. Failure of the application to arrive in time for any reason, including network communications delays or working from multiple browsers or multiple browser windows, is not acceptable as an extenuating circumstance. The time of receipt of the application as recorded by the submission system will be definitive.

5.2 APPLICATION RECEPTION

Submissions will ONLY be done via the F6S platform.

A full list of applicants will be drafted containing their basic information for statistical purposes and clarity, which will be also shared with the European Commission for transparency.

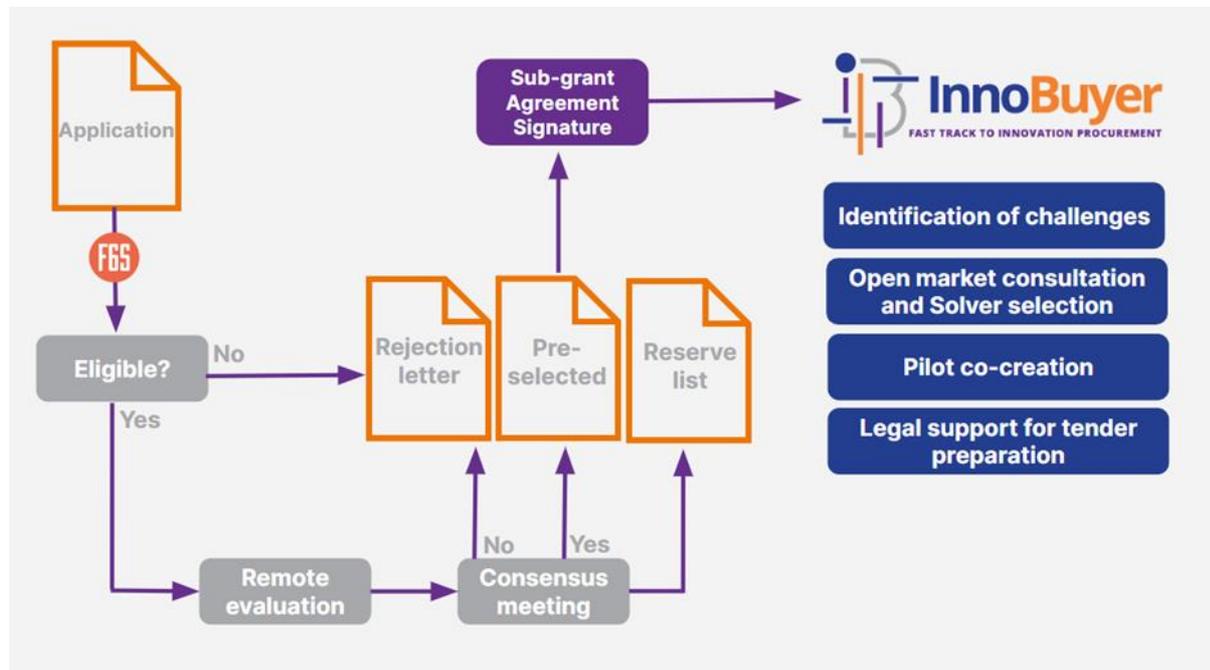
5.3 DATA PROTECTION

In order to process and evaluate applications, InnoBuyer will need to collect Personal and Industrial Data. F6S Network Ireland Limited IE, as the Open Call Manager of the project, will act as Data Controller for data submitted through the F6S platform for these purposes. The

F6S platform's system design and operational procedures ensure that data is managed in compliance with The General Data Protection Regulation (EU) 2016/679 (GDPR). Each applicant will accept the F6S terms to ensure compliance. Please note that InnoBuyer requests the minimum information needed to deliver the evaluation procedures or the support programme. Annexes Declaration of Honour, Bank Account Information and Model Subgrantee Agreement are provided for reference and will only be requested if the applicant is accepted in the InnoBuyer support programme. Please refer to <https://www.f6s.com/privacy-policy> to check the F6S platform data privacy policy and security.

6 EVALUATION PROCESS

FIGURE 2: INNOBUYER EVALUATION PROCESS



6.1 ELIGIBILITY CHECK

A combination of automatic filtering and manual checking will discard applications that do not meet the eligibility criteria listed in section 3 of this document.

6.2 REMOTE EVALUATION

After the eligibility filter, the final proposals shortlist for evaluation will be created.

Then, the proposals will be given to external evaluators with experience in the procurement of innovation and with relevant technical expertise for the proposed needs, bound by a confidentiality agreement and non-conflict of interest declaration. Every proposal will be evaluated by at least two different experts. The evaluation criteria are described in section 4 of this document. At the end of this phase, the proposals will be ranked in one list and discussed in a consensus meeting between InnoBuyer partners and external evaluators.

6.3 FINAL RANKING AND SELECTION

At the end of the evaluation process, the proposals will be ranked taking into account the revised scores from the online consensus meeting. The criteria for the ranking of the proposals will be semi-automatic following the rules below:

- o **Rule 1:** The proposals will be ranked based on their overall score.
- o **Rule 2:** In case following Rule 1 there are proposals in the same position, priority will be given to proposals that have a higher score on the Commitment award criterion.
- o **Rule 3:** In case following Rule 2 there are proposals in the same position, priority will be given to proposals that have a higher score on the Impact award criterion.
- o **Rule 4:** In case following Rule 3 there are proposals in the same position, priority will be given to the number of women participating in the team.

Then, the top-10-ranked proposals submitted by public organisations and the top-5-ranked proposals submitted by private organisations will be selected⁵.

The list of selected proposals will be submitted to the European Commission for final screening.

6.4 COMMUNICATION OF RESULTS

Every applicant will receive via e-mail:

- o An Evaluation Summary Report (ESR)
- o A letter informing of a rejection decision or invitation to enter the negotiation phase.

⁵ If the InnoBuyer consortium does not receive at least 5 proposals above the overall default threshold, mentioned in section 4, from private organisations, the consortium will use the remaining funds to support additional public organisations until the funding available for the open call is exhausted.

6.5 CHANGES IN THE OPEN CALL

InnoBuyer may conclude that there are not enough proposals with adequate quality (indicated by their evaluation scores meeting or exceeding specific predefined thresholds), in which case it will make no selection or select fewer proposals than the funding budget allows. This conclusion is obligatory if not enough proposals score above the threshold given on the bespoke evaluation form.

In the event that InnoBuyer does not receive enough proposals with the adequate quality from private procurers (up to 5), the remaining available budget may be awarded to public procurers under the same conditions, i.e. to fund Action #1 and Action #2 only. This will only apply if the public challengers in the reserve list present the adequate quality.

InnoBuyer reserves the right to cancel the Open Call at any point due to any unforeseen circumstances beyond control.

6.6 RESERVE LIST

A reserve list will be created from the proposals that have been scored above the threshold but that cannot be funded due to the unavailability of funds. Applicants in the reserve list will be notified, indicating their position in the ranking.

If an awarded participant drops out during the contracting phase or afterwards during the implementation of the actions, the next applicant/proposal on the reserve list will be invited to become part of the InnoBuyer programme.

In addition, the top three applicants/proposals in the public procurers reserve list will be invited to become part of Action #1 and Action #2 to receive training and support from the InnoBuyer programme, without receiving any funding support. In case a selected applicant withdraws from the InnoBuyer programme, these top three applicants/proposals in the reserve list may be invited to join the InnoBuyer programme and eventually receive the funding not consumed by the former participant. Should that dropout not occur, InnoBuyer partners will help the top three Challengers in the reserve list to find alternative sources of funding.

All open-call participants will be invited to become part of the observing challengers' group to learn about the InnoBuyer programme and methodology and network with InnoBuyer participants.

6.7 APPEAL PROCEDURES

If, the applicant considers that a mistake has been made or that the evaluators have acted unfairly or have failed to comply with the rules of this Call for Challengers, and that her/his interests have been prejudiced as a result, the following appeal procedures are available.

A complaint should be drawn up in English and submitted by email to info@innobuyer.eu. Any complaint made should include the following:

- o contact details,
- o the subject of the complaint,
- o information and evidence regarding the alleged breach.

Anonymous complaints or those not providing the mentioned information will not be considered.

Complaints should also be made **within five (calendar) days since the evaluation results are presented to the applicants.**

As a general rule, the InnoBuyer Team will investigate the complaints with a view to arriving at a decision to issue a formal notice or to **close the case within no more than twenty days from the date of reception of the complaint**, provided that all required information has been submitted by the complainant. Where this time limit is exceeded, the InnoBuyer Team will inform the complainant by email.

Please note:

- o This procedure is concerned only with the evaluation and/or eligibility checking process. The InnoBuyer Team will not call into question the scientific or technical judgement of appropriately qualified experts.
- o A re-evaluation will only be carried out if there is evidence of a shortcoming that affects the final decision on whether to fund it or not. This means, for example, that a problem relating to one evaluation criterion will not lead to a re-evaluation if a proposal has failed anyway on other criteria.
- o The evaluation score following any re-evaluation will be regarded as definitive. It may be lower than the original score.

7 NEGOTIATION

7.1 CONTRACT PREPARATION

After the Open Call evaluation conclusion and application selection, the InnoBuyer coordinator will start the contract preparation in collaboration with the selected applicants. Contract preparation will go via administrative and financial checking (and potentially into technical or ethical/security negotiations) based on evaluators' comments. On a case-by-case approach, a phone call or teleconference may be needed for clarification.

The objective of the contract preparation is fulfilling the legal requirements between the InnoBuyer team and every beneficiary of the open call. The items covered will be

- o Inclusion of the comments (if any) in the Evaluation Summary Report of the proposals and mapping to the Sub-grant agreement (contract).
- o To validate the status information of the Challengers as a public organisation, according to the definition included in section 3 'Eligibility Criteria' of this document, the following documents will be required:

Legal existence: Organisation Register, Official Gazette or another official document per country showing the name of the organisation, the legal address and registration number and a copy of a document proving VAT registration (in case the VAT number does not show on the registration extract or its equivalent).

Declaration of honour: Document that ensures that the sub-grantee complies with the rules and is not in a situation that would exclude him/her from receiving EU funding.

Bank account information: The account where the funds will be transferred will be indicated via a form signed by the Challenger representative and the bank representative. The account should be a business bank account of the Challenger.

The request, by InnoBuyer Consortium, for the above documentation will be done within the deadlines. In general, the negotiation should be concluded within **2 weeks**. An additional week may be provided by the InnoBuyer coordinator in case of significant reasoning. In case negotiations have not been concluded within the above period, the proposal can be rejected and the next proposal in the reserve list can be invited.

7.2 CONTRACT SIGNATURE

At the end of the negotiation phase, a Sub-Grant Agreement (Contract) will be signed between the InnoBuyer Consortium represented by its coordinator (F6S) and each selected applicant.

Please note:

- o The sub-grant agreement/contract will cover the 4 actions for the public challengers and the first 2 actions for the private challengers.
- o For public challengers, a co-creation agreement (D2.2) will be signed by the end of Action #2, before the co-creation phase (Action #3) to describe and detail the relationship between the Challenger, the Solver and the InnoBuyer Consortium.
- o The sub-grant agreement will automatically expire at the end of each action without any further notice from InnoBuyer, in case the concerned sub-grantee does not enter or qualify for the next phase or if the Declaration of Honour has been violated.

8 RESPONSIBILITIES OF BENEFICIARIES

The selected applicants are indirect beneficiaries of European Commission funding. As such, they are responsible for the proper use of the funding and ensure that the recipients comply with obligations under Horizon Europe. The obligations that are applicable to the recipients⁶ include the following.

8.1 CONFLICT OF INTEREST

The selected applicants must take all measures to prevent any situation where the impartial and objective implementation of the InnoBuyer activities is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest ('conflict of interests').

They must formally notify the InnoBuyer coordinator without delay of any situation constituting or likely to lead to a conflict of interests and immediately take all the necessary steps to rectify this situation.

The InnoBuyer coordinator may verify that the measures taken are appropriate and may require additional measures to be taken by a specified deadline.

If the selected applicant breaches any of its obligations, the sub-grant agreement may be automatically terminated. Moreover, payments may be stopped.

⁶ The obligations described here are not binding and may be modified, refined or additional obligations may be inserted during the sub-project negotiation if needed.

8.2 DATA PROTECTION AND CONFIDENTIALITY

During the implementation of the InnoBuyer activities and for five years after the end of the activities, the parties must keep confidential any data, documents or other material (in any form) that is identified as confidential at sub-grant agreement signing time ('confidential information').

If a selected applicant requests, the Commission and the InnoBuyer Consortium may agree to keep such information confidential for an additional period beyond the initial five years. This will be explicitly stated in the sub-grant agreement.

If the information has been identified as confidential during the InnoBuyer programme or only orally, it will be considered to be confidential only if this is accepted by the InnoBuyer coordinator and confirmed in writing within 15 days of the oral disclosure. Unless otherwise agreed between the parties, they may use confidential information only to implement the sub-grant agreement.

The selected applicants may disclose confidential information to the InnoBuyer consortium and to the selected reviewers, who will be bound by a specific Non-Disclosure Agreement.

8.3 PROMOTING THE ACTION AND GIVING VISIBILITY TO THE EU FUNDING

The selected Challengers must promote the Innobuyer programme and its results, by providing targeted information to multiple audiences in a strategic and effective manner and highlight the financial support of the EC.

Unless the European Commission or the InnoBuyer coordinator requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.), any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment and major results funded by the grant must:

- (a) display the EU emblem;
- (b) display the InnoBuyer logo and
- (c) include the following text:

“This project has received funding from the European Union’s Horizon Europe research and innovation programme under the InnoBuyer project (Grant Agreement 101071212)”

When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects

to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions which do not permit the appropriation of the emblem, or of any similar trademark or logo, whether by registration or by any other means. Under these conditions, the sub-grantee is exempted from the obligation to obtain prior permission from the EC to use the emblem. Further detailed information on the EU emblem can be found on the European Commission web page⁷.

Any publicity made by selected Challengers in respect of the InnoBuyer programme, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the EC or InnoBuyer project is not liable for any use that may be made of the information contained therein.

The EC and the InnoBuyer Consortium shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- o the name of the selected Challengers;
- o contact address of the selected Challengers;
- o the general purpose of the Challenger's participation in the InnoBuyer programme;
- o the amount of the financial contribution foreseen for the Challengers; after the final payment, and the amount of the financial contribution actually received;
- o the geographic location of the activities carried out;
- o the list of dissemination activities and/or of the patent (applications) relating to the foreground;
- o the details/references and the abstracts of scientific publications relating to the foreground and, if funded within the InnoBuyer project, the published version or the final manuscript accepted for publication;
- o the publishable reports submitted to InnoBuyer;
- o any picture or any audio-visual or web material provided to the EC and InnoBuyer in the framework of the project.

The selected applicants shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the EC and InnoBuyer does not infringe any rights of third parties.

Upon a duly substantiated request by a selected Challenger, the InnoBuyer Consortium, if such permission is provided by the EC, may agree to forego such publicity if disclosure of the information indicated above would risk compromising the beneficiary's security, academic or commercial interests.

⁷ https://ec.europa.eu/info/funding-tenders/managing-your-project/communicating-and-raising-eu-visibility_en

8.4 FINANCIAL AUDITS AND CONTROLS

The European Commission (EC) will monitor that the InnoBuyer consortium partners and the selected Challengers comply with the conditions for financial support to third parties such as set out in the InnoBuyer grant agreement and may take any action foreseen by the grant agreement in case of noncompliance vis à vis the selected Challengers concerned.

Moreover, the EC may at any time during the implementation of the InnoBuyer project and up to 5 (five) years after the end of the InnoBuyer project, arrange for financial audits to be carried out, by external auditors, or by the EC services themselves including the European Anti-Fraud office (OLAF). The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the EC. Such audits may cover financial, systemic and other aspects (such as accounting and management principles) relating to the proper execution of the grant agreement. They shall be carried out on a confidential basis.

The selected applicants shall make available directly to the EC all detailed information and data that may be requested by the EC or any representative authorised by it, with a view to verifying that the grant agreement is properly managed and performed in accordance with its provisions and that costs have been charged in compliance with it. This information and data must be precise, complete and effective.

The selected applicants shall keep all sub-project deliverables and the originals or, in exceptional cases, duly authenticated copies – including electronic copies – of all documents relating to the sub-project contract for up to five years from the end of the project. These shall be made available to the EC when requested during any audit under the grant agreement.

In order to carry out these audits, the selected Challengers shall ensure that the EC's services and any external body(ies) authorised by it have on-the-spot access at all reasonable times, notably to the selected Challengers' offices, to their computer data, to their accounting data and to all the information needed to carry out those audits, including information on individual salaries of persons involved in the project. They shall ensure that the information is readily available on the spot at the moment of the audit and, if so requested, that data be handed over in an appropriate form.

On the basis of the findings made during the financial audit, a provisional report shall be drawn up. It shall be sent by the EC or its authorised representative to the InnoBuyer Consortium or Challenger concerned, which may make observations thereon within one month of receiving it. The Commission may decide not to take into account observations conveyed or documents sent after that deadline.

The final report shall be sent to the InnoBuyer Consortium or Challenger concerned within two months of expiry of the aforesaid deadline. On the basis of the conclusions of the audit, the EC shall take all appropriate measures that it considers necessary, including the issuing

of recovery orders regarding all or part of the payments made by it and the application of any applicable sanction.

The European Court of Auditors shall have the same rights as the EC, notably the right of access, for the purpose of checks and audits, without prejudice to its own rules.

In addition, the EC may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities.

8.5 INTELLECTUAL PROPERTY RIGHTS (IPR)

8.5.1 INNOBUYER CONSORTIUM

The InnoBuyer Consortium itself will not retain an equity stake in any applicant's organisation, nor will it retain any IPR.

8.5.2 CHALLENGERS AND SOLVERS

The conditions regarding the intellectual property rights of Challengers and Solvers will be defined in the pilot co-creation agreements. But in general, the following principles must be respected:

- o They must give each other the background identified as needed for implementing the pilot,
- o Each Solver will own the foreground it generates and also the foreground generated or jointly generated by/with the Challenger in the context of the co-creation of the pilot in Action #3. This is to ensure that Solvers can widely exploit the newly developed solutions commercially. In return, the Challenger can receive rights to use the results for internal use and licensing rights subject to certain conditions to be described in the co-creation agreement to be signed at the beginning of Action #3.

8.5.3 ORIGINALITY OF THE SUB-GRANTED PROJECTS

It is required that proposals submitted are based on original situations of the applicants and that their foreseen developments (pilot co-creation in Action #3) are free from third-party rights. InnoBuyer consortium is not obliged to verify the authenticity of the ownership of the foreseen products/ services. Any issues delivered from third-party claims that arise as a result of the sub-granted projects/pilots are the sole responsibility of the sub-grantees.

8.5.4 EVALUATORS

Each evaluator will sign a non-disclosure agreement (NDA) before receiving access to the database of proposals in order to protect the intellectual property of the applicants. However, InnoBuyer and the European Commission may ask participants who have received funding to present their work as part of public relations and networking events in order to showcase the benefits of the InnoBuyer project.

8.6 LIABILITY

The InnoBuyer consortium and the European Commission cannot be held liable for any acts or omissions of the applicant in relation to the selected sub-granted project/pilot implemented by the subgrantees. The InnoBuyer consortium shall not be liable for any defaults of any products, processes or services created in the sub-granted project/pilot. Including, for instance, anomalies in the functioning or performance thereof. In case any damage is caused to a third party by the subgrantee, the subgrantee will assume full responsibility for the damage caused. In no way will the InnoBuyer Consortium be responsible for any damages caused by the subgrantee.

9 SELF-ASSESSMENT BEFORE SUBMISSION

1) Does your application fit with the open call? Check that your proposal(s) does indeed address the objectives of InnoBuyer Open Call for Challengers.

2) Is your application eligible? The eligibility criteria are given in chapter 3 “Eligibility Criteria”.

3) Budgetary limits. Check that you comply with any budgetary limits as expressed in chapter 2.6.1 “Financial support provided”.

4) Is your application complete? Have you completed all mandatory questions?

5) Does your application fulfil the requested information? Proposals should be precise, and concise and must answer to requested information, which is designed to correspond to the applied evaluation. Omitting requested information will almost certainly lead to lower scores and possible rejection.

6) Have you maximised your chances? There will be strong competition. Therefore, edit your application tightly, and strengthen or eliminate weak points.

7) Have you submitted your application before the deadline? It is strongly recommended not to wait until the last minute to submit your proposal. Failure of the proposal to arrive in time for any reason, including network communications delays, is not acceptable as an

extenuating circumstance. The time of receipt of the message as recorded by the submission system will be definitive.

8) Have you provided the necessary annexes? Annex 2: Proposal template.

9) Do you need further advice and support? You are strongly advised to communicate with the InnoBuyer team via online Q&A.

10 ADDITIONAL INFORMATION

10.1 OPEN CALL DOCUMENTS

The Open Call for Challenger will be supported by two types of documents.

Documents needed at the application stage (for all applicants)

- o **Annex 1: Guidelines for Applicants**, this document.
- o **Annex 2: Proposal template**, the form to describe an unmet need. It must be completed and uploaded to the F6S platform in .pdf.

Documents needed at the contracting stage (only for selected applicants)

- o **Annex 3: Declaration of Honour**, which declares that all conditions related to the Call for Challengers are accepted by the applicants' legal representatives.
- o **Annex 4: Bank Account Information**, which collects information on the applicants' bank account to where the InnoBuyer payments will be sent.
- o **Annex 5: Model Sub-grant Agreement**, which provides a template of the sub-grant agreement that the successful applicants will be requested to sign. Note that this document serves as a reference. The Subgrantee Agreement that will be given to the winning applicants will be finalised during the contracting phase.

10.2 CONTACTS

Innobuyer will provide information to the applicants via the [F6S blog](#), so that the information (question and answer) can be visible to all participants.

- o Online Q&A: <https://www.f6s.com/innobuyer-call-for-challengers/discuss>
- o Apply via: <https://www.f6s.com/innobuyer-call-for-challengers/apply>
- o F6S support team: support@f6s.com
- o More info at: <https://innobuyer.eu/>
- o For extraordinary communication needs, please contact the InnoBuyer Help Desk: info@innobuyer.eu