

# Application and Programme Guidelines



## 1. Introduction

The present document defines the Fit 4 Start Application and Programme Guidelines (hereafter the '**Guidelines**'). It describes the terms and conditions related to application and functioning of the Fit 4 Start Programme – 14<sup>th</sup> Edition (hereafter the '**Programme**') and its associated coaching phase (hereafter the '**Coaching Phase**'), which is an integral part of the Programme.

## 2. Definitions

The '**Applicants**': individuals, innovative project owners or duly authorised persons representing a young innovative company applying to take part in the Programme.

The '**Contributors**': Depending on the focus areas referenced in the Fit 4 Start call and/or in general support of the Programme, other entities may intervene as track-specific partners / sponsors in the Programme.

The '**Graduation**': based on Participants' goals' achievement, attendance of coaching sessions, Steering Committees and commitment to the Programme, the Jury decides whether to graduate Participants or not. Being graduated is one of the key requirements allowing Participants to have access to the additional EUR 100.000 public grant.

The '**Hearings**': online interview between the Pre-selection Committee and the start-ups chosen in the pre-selection process with the objective to explain the Programme, obligations, and requirements and to further assess the ventures' potential, their fit with the accelerator and Luxembourg.

The '**Initiator**': the Ministry of the Economy is the initiator and financial support of the Programme.

The '**Organiser**': LUXINNOVATION, GIE Economic Interest Grouping, registered with the Luxembourg Trade and Companies Register under number C16 (LUXINNOVATION), having its registered office at L-4362 Esch-sur-Alzette, 5 avenue des Hauts Fourneaux, organises and manages the functioning of the Programme.

The '**Partners**': Technoport S.A., the Luxembourg-City Incubator, the Luxembourg House of Financial Technology, and the Luxembourg House of Cybersecurity collaborating and providing support to the Programme.

The '**Participants**': Applicants selected to participate in the Programme.

The '**Pitching Sessions**': pitching sessions organised with the objective of granting every pre-selected Applicant a pitch presentation as well as Q&A with the Jury (the '**Jury**') (cf. point 8). At the end of the Pitching Sessions, the Jury will select start-ups that will be admitted for participation in the Programme. The Organiser and the Initiator predetermine for each edition the number of start-ups admitted for participation.

The '**Pre-selection Committee**': committee composed of (i) individual experts representing the Initiator, the Organiser and the Partners and/or Contributors (if applicable) as well as (ii) independent experts from the private and public sector with relevant business expertise in the sector(s) referenced in the Fit 4 Start call.

The '**Steering Committee**': periodic meeting with the Jury, Organiser and Initiator representatives, as

well as Coaches (cf. point 9) to review Participants' pitches and monitor progress.

### 3. Eligibility

The Programme is open to innovative projects or young innovative start-ups from around the world that meet all the following criteria:

- A. The Applicant must be active in the focus area(s)<sup>1</sup> referenced in the Fit 4 Start call as jointly agreed by the Initiator and the Organiser.
- B. There is no prerequisite for Applicants to have incorporated a company at the application stage.
- C. If the Applicant already incorporated a company, this should be no older than 5 years at the opening date of the respective Fit 4 Start call – the assessment is performed at the applicant group level.
- D. If the Applicant already incorporated a company, this must meet the small enterprise criteria as stipulated in annex I in the Commission regulation (EU) N° 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.
- E. The Applicant team must be composed of a minimum of two people, with at least one person working full time on the realisation of the project, attending all coaching sessions and Steering Committees during the Coaching Phase of the Programme and being responsible to develop the start-up's substance & operations in Luxembourg. Participants must be at least 18 years of age or older as of the starting date of the Programme.
- F. The Applicant may be any early-stage and/or more advanced start-up/project. Although it is not necessary to have a minimum viable product ('MVP') at the application stage, for the HealthTech domain, products or services in preclinical proof of concept or MVP will be preferred.
- G. For the Fit 4 Start Defence Track, preference will be given to companies whose ultimate ownership, shareholders, and employees are based in, or are nationals of EU, NATO, or EFTA member states; however, each application will be reviewed on a case-by-case basis.

The Organiser will perform all necessary due diligence reviews in order to ensure compliance with the above eligibility criteria. Applicants and pre-selected start-ups need to share eventual supporting documentation to facilitate the due diligence process at any time during the pre-selection and selection processes.

### 4. Application Period

Applications must be submitted before the official entry submission deadline as mentioned on the Fit 4 Start website ([www.fit4start.com](http://www.fit4start.com)). Submissions received after the deadline will not be accepted.

### 5. Registration Process

Applicants need to submit their complete application via the Organiser's online registration platform (the '**Registration Platform**'): [www.fit4start.com](http://www.fit4start.com).

All personal information will be processed in accordance with Article 19 of these Guidelines.

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<sup>1</sup> Depending on the focus areas referenced in the Fit 4 Start call, different and/or supplemental eligibility criteria may apply which will then be detailed in (a) separate appendix(es) to the present Guidelines.

The application must include:

- A. Responses to all mandatory areas included in the application file as well as the acknowledgment of the present Guidelines;
- B. An Elevator pitch: max. 1-minute pitch video (addressing problem, solution, etc.). Should a pitch video be longer than 1 minute and/or not freely accessible, the Organiser retains the right, at its sole discretion, to reject the related application.

The pitch video and any supporting materials submitted as part of the application may be reviewed and assessed by persons and entities involved in the administration, evaluation and selection processes of the Programme. Such materials will be used solely for Programme-related purposes and handled in accordance with Article 19 of these Guidelines.

Each applicant should submit only one application. In case of fraudulent methods, false/misleading information, or other attempts to circumvent the Guidelines, the Organiser reserves the right, at its sole discretion, to reject or remove the application from the selection process.

The documents and information provided by applicants via the Registration Platform are submitted as part of the voluntary application process and are intended solely for the purpose of assessing eligibility and suitability for participation in the Programme. Such documents and information may be reviewed, verified and relied upon by the Organiser for the purposes of administering, evaluating and monitoring the Programme, including the detection of fraud, misrepresentation or non-compliance with these Guidelines. In accordance with the principle of data minimisation, these documents may be retained only for as long as necessary to fulfil the purposes described in these Guidelines and in accordance with applicable legal and regulatory requirements (see below, article 19 “Data confidentiality and personal data”).

## **6. Pre-selection Process to Pitching Sessions**

- A. All applications are carefully reviewed by the Pre-selection Committee who short-lists the Applicants for the Hearings. Following the Hearings, the Pre-selection Committee selects the Applicants who will participate in the Pitching Sessions.
- B. Applications will be pre-selected for the Hearings and the Pitching Sessions based on the following selection criteria:
  - a. Project readiness
  - b. Innovative/disruptive technology or approach
  - c. Existing traction
  - d. Scalability
  - e. Quality of the team
  - f. Interest and relevance of the project within the Luxembourg economic and societal context and the EU framework
  - g. Grant use

The above items constitute a non-exhaustive list only. Depending on the relevant focus area specificities, other criteria may be taken into consideration by the Pre-selection Committee as deemed needed.

All Applicants will receive an answer by email within the deadline provided on the website at the time of application. The answer includes pre-selection to the Pitching Sessions, placement on the waiting list or rejection.

In case of pre-selection to the Pitching Sessions, a confirmation of attendance is requested from the Applicant the latest by the deadline indicated in the email. In case of absence of answer of the Applicant by this deadline, the Organiser reserves the right to invite Applicants from the waiting list.

## 7. Pitching Sessions

- A. The Pitching Sessions will take place in person in Luxembourg. However, the Organiser reserves the right to change at any time to remote sessions, if deemed necessary (e.g. change in the epidemiological situation). Upon receiving the Applicant's confirmation to attend the Pitching Sessions, the exact date, time, and additional relevant information will be communicated in due course.
- B. The chronological order of the pitches will be decided by the Organiser at its sole discretion.
- C. The pitches:
  - Presentation in English (the timing may be adjusted freely by the Organiser for each focus area. Time will be strictly monitored and pitches beyond the fixed time will be interrupted);
  - Q&A session.
- D. Following completion of the Pitching Sessions by all the Applicants, the Jury will select the Participants.
- E. The so selected Participants will officially be announced on 06 November 2023.
- F. Each Participant will receive an email confirming his/her selection and an electronic version of the present document. The Participant will be required to return this document duly signed within the specified deadline. The signed Guidelines constitute an agreement (the '**Agreement**') with the Organiser and confirm the participation in the Programme and compliance with the Guidelines thereof.
- G. The acceptance of the Guidelines constitutes furthermore the Participant's formal consent to the Organiser, Partners, and Contributors of the Programme to use the Participant's project information communicated in the context of the Programme for purposes of advertising in any media without further request. This includes movies, pictures, and interviews of the Participants.
- H. If a Participant does not reply to the Organiser's email within the required delay, the Organiser will grant the right of participation to the next Applicant on the waiting list, as established by the Jury at the end of the Pitching Sessions.

## 8. The Jury

- A. The Jury is composed of independent experts from the private and public sectors with relevant business experience, who are selected by the Organiser based on a 'Call for Applications of Jury Members'. All Jury members are required to sign a Code of Ethics and Conduct and submit a declaration confirming the absence of any actual, potential or perceived conflict of interest in relation to the projects under evaluation.. The jury's decisions are final, and not subject to appeal.
- B. The role of the Jury is:
  - to select the Participants at the conclusion of the Pitching Sessions;
  - to monitor and judge through the periodic Steering Committees the Participants' performance during the Coaching Phase. The monitoring is based on the Participants' pitches, their pre-steering committee reports and their progress on graduation goals;
  - to provide relevant feedback and input during the periodic Steering Committees allowing the Participants to further develop their specific business cases with the help of the Coaches and Subject Matter Experts.
- C. At the end of the Coaching Phase, the Jury decides on the Graduation of the Participants, based on agreed achievement of goals, their attendance to coaching sessions and Steering

Committees, as well as their commitment to the Programme and action plan to develop substance & operations in Luxembourg.

## 9. The Coaches

- A. Start-ups will be coached by:
- a. Coaches (the '**Coaches**'), individually supporting and accompanying the Participants throughout the whole Coaching Phase.
  - b. Subject Matter Experts (the '**Subject Matter Experts**'), giving trainings on specific topics supporting the start-ups' development, complementary to the coaching sessions. Sessions with Subject Matter Experts may take place in the following formats:
    - 1-to-1 sessions
    - Group sessions
- B. The Coaches are start-up experts with high entrepreneurial knowledge and expertise in the field of start-up ventures.
- C. The Subject Matter Experts are selected based on relevance of their expertise for the respective cohort of Participants.
- D. Each Participant will be coached by at least two Coaches during the Coaching Phase. However, at the beginning of the Programme, one lead coach (the '**Lead Coach**') is assigned to each Participant. This Lead Coach will be the main reference/contact for the assigned project during the Coaching Phase.
- E. The Coaches report to the Organiser, the Initiator and the Jury on the Participant's progress and evolution.

All Coaches and Subject Matter Experts are selected by the Organiser based on a 'Call for Applications of Coaches and Subject Matter Experts'. Once selected, they are required to sign a coaching agreement with the Organiser, which is furthermore complemented by the code of ethics and conduct of the Programme.

## 10. Grant Access and Conditions

The Programme supports the Participants in getting started in Luxembourg by giving access to a grant of up to EUR 150.000 made available by the Initiator in accordance with the [law of 20 December 2019 having as objective the implementation of a de minimis aid scheme](#) (the '**Law**').

This state aid is granted in accordance with Art. 1 (1) of the Law to commercial companies carrying out a project having an added value for the Luxembourg economy, including employment creation, in conformity with the Government's diversification and economic development policies.

In accordance with Art. 3 (1) a. of the Law, the aid granted to a single undertaking cannot exceed EUR 200.000 over a period of three fiscal years. Single undertakings that benefitted from a de minimis aid in the above-mentioned timeframe and that would surpass the ceiling of EUR 200.000 are not eligible.

- A. This grant is divided into 3 tranches (2 instalments and the final balance), which are each subject to the following access conditions to be achieved by the applicant company:
- a. The first instalment of EUR 50.000 is accessible to Participants in accordance with the following conditions:
    - The Participants need to have their company established in the Grand Duchy of

Luxembourg<sup>2</sup> and obtain their business permit<sup>3</sup>, meaning:

1. For start-ups which are not yet incorporated in Luxembourg at the time of their selection: the commercial company must (i) be incorporated within 9 months from the beginning of the Fit 4 Start Programme and (ii) have at the time of its aid application a minimum issued capital of EUR 15.000 (contributions in cash, fully paid-up) and be able to demonstrate a minimum of EUR 15.000 of cash available to the company to develop its activities.
  2. For start-ups which are already incorporated in Luxembourg at the time of their selection: the commercial company must have at the time of its aid application a minimum issued capital of EUR 15.000 (contributions in cash, fully paid-up) and be able to demonstrate a minimum of EUR 15.000 of cash available to the company to develop its activities.
- A company already incorporated by a Participant should be no older than 5 years at the opening date of the respective Fit 4 Start call.
  - Participants have 9 months as of the beginning of the Programme to submit an application for the first instalment of the aid.
  - Participants have to submit a detailed budget concerning the use of the first instalment of the aid of EUR 50.000 and the minimum EUR 15.000 of issued capital in compliance with the categories of eligible costs defined under item B. below. Participants have 15 months to spend a minimum of EUR 50.000 of their available funds as of the beginning of the Programme.
  - Selected participants must be at least 18 years of age as of the starting date of the Programme and need to have a team consisting of at least two people of which at least one will work full time on the realisation of the project, attending all sessions during the Coaching Phase of the Programme and being responsible to develop the start-up's operations out of Luxembourg.
- b. The second instalment of EUR 80.000 is only accessible to successful graduates of the Coaching Phase in accordance with the following conditions:
- Graduates have successfully managed to raise a minimum of EUR 50.000 of private equity and to perform a formal capital increase<sup>4</sup> in the Luxembourg commercial company (contributions in cash, fully paid-up), within the period of 12 months from the start of the Programme.

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<sup>2</sup> Detailed information on available company types in Luxembourg and their respective incorporation processes is available on the website [www.guichet.lu](http://www.guichet.lu). Furthermore, Participants may get in contact with the [House of Entrepreneurship](#), which is providing personalised support and advice to companies from around the world looking to establish their businesses in Luxembourg.

Please note that the duration of a company incorporation depends among others on whether or not:

- a specific regulatory framework is applicable/required;
- a or several specific licenses to be granted by other competent authorities is/are required.

<sup>3</sup> A commercial company needs to have a physical installation in Luxembourg that includes an infrastructure suitable for the nature and scale of the concerned activity. Furthermore, the business permit holder must effectively and permanently manage the business and as such personally and regularly ensure its effective day-to-day management and direction of the company. The heretofore described items constitute a non-exhaustive list. Further information on the granting of a business permit is available via the following link: <https://guichet.public.lu/en/entreprises/creation-developpement/autorisation-etablissement/autorisation-honorabilite/autorisation-etablissement.html>.

<sup>4</sup> The capital increase must be evidenced by a formal notarial deed, which has to be executed within 12 months from the start of the Programme.

- The company has at least 2 full time employees at the time of its application for the second instalment of the aid.
  - Graduates have spent a minimum of EUR 50.000 within the period of 15 months from the start of the Programme in accordance with their initially submitted budget concerning the use of the first instalment of the aid.
  - Graduates have 16 months as of the beginning of the Programme to submit an application for the second instalment of the aid and their associated interim project report.
  - Graduates have to submit an updated budget for the second instalment and the final balance of the aid for a total of EUR 100.000 and the minimum EUR 50.000 of private equity in compliance with the categories of eligible costs defined under item B. below.
- c. The final balance of EUR 20.000 is only accessible to successful graduates of the Coaching Phase in accordance with the following conditions:
- Graduates have benefited from the first two instalments of the aid.
  - Graduates have spent in total a minimum of EUR 150.000 of their available funds within the period of 24 months from the start of the Programme, according to the updated budget submitted for the second instalment and the final balance of the aid.
  - Graduates have 25 months as of the beginning of the Programme to submit an application for the final balance of the aid and their associated final project report.

Payment of each instalment of the aid will be subject to a positive assessment by the Initiator of the interim or final project reports submitted by the Participant. In addition, these reports should highlight deviations observed between the initial planning and the further development/progress of the supported project. The Initiator reserves the right to request any supplementary information in order to verify the effective implementation of the supported Fit 4 Start project.

As part of proper compliance with eligibility and aid payment conditions, Participants have to submit the following project reports:

| Status           | Report                 | Latest filing deadline                         |
|------------------|------------------------|------------------------------------------------|
| All Participants | Interim project report | 16 months as of the beginning of the Programme |
| Graduates        | Final project report   | 25 months as of the beginning of the Programme |

Furthermore, the Participants' attention is drawn to the following facts:

- By submitting an application, the Participant accepts that refusal of / non-compliance with the submission of an interim or the final project report may result in the loss of eligibility for this state aid and the immediate reimbursement of the amount of the grant paid, plus applicable legal interest.
- By submitting an application, the Participant accepts that, in the event of non-graduation from the Coaching Phase or unsuccessful raise of a minimum of EUR 50.000 of private equity, the Participant is still required to submit to the Initiator within the period mentioned above an interim project report relating to the use of the first instalment of the aid of EUR 50,000. Refusal of / non-compliance with the submission of such interim project report may result in the loss of eligibility for this state aid and the immediate reimbursement of the amount of the grant paid, plus applicable legal interest.

- By submitting an application, the Participant accepts that, in the event of a voluntary early exit from or abandon of the Programme by the Participant, participation to the Programme will cease as from the date of such event and any outstanding aid payments be immediately suspended.
- By submitting an application, the Participant accepts that, in the event of a compulsory exclusion of the Participant from the Programme, participation to the Programme will cease as from the date of such event and any outstanding aid payments be immediately suspended.
- By submitting an application, the Participant accepts that any voluntary early exit from or abandon of the Programme by the Participant or any compulsory exclusion occurring after the receipt of any instalment of the aid still requires the submission to the Initiator of an interim project report detailing, among others, the use of the aid instalment(s) received. Such project report should be submitted by the Participant within one month following the date of the relevant exit event. Refusal of / non-compliance with the submission of such interim project report may result in the loss of eligibility for this state aid and the immediate reimbursement of the amount of the grant paid, plus applicable legal interest.
- By submitting an application, the Participant accepts that, in the event of bankruptcy, judicial or voluntary liquidation of the Participant, participation to the Programme will cease as from the date of such event and any outstanding aid payments be immediately suspended.
- By submitting an application, the Participant accepts that any misuse and/or the disbursement of the aid received in discord with the budget submitted and/or the categories of eligible costs described here below may result in the loss of eligibility for this state aid and the immediate reimbursement of the amount of the grant paid, plus applicable legal interest.

Regarding the appropriate accounting and/or tax treatments of the grant, Participants should consult their fiduciary/accountant and/or tax advisor.

- B. Eligible costs, all of which have to be in direct relation with the realization of the applicant company's Fit 4 Start project, are categorized as follows:

| Category                                     | Description                                                                                                                                                                                                     |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Personnel costs</b>                       | Remuneration and social contributions of technical and non-technical staff dedicated to the project.                                                                                                            |
| <b>Technical and development costs</b>       | Rent/acquisition of technical equipment/software, certifications, IP protection, regulatory advice, procurement of specific technical expertise.                                                                |
| <b>Testing costs</b>                         | Procurement and execution of product/service testing (ex: renting of environmental testing facilities or specific test environments, procurement of testing services, laboratory tests, clinical trials, etc.). |
| <b>Data acquisition costs</b>                | Procurement of specific data and/or databases.                                                                                                                                                                  |
| <b>Customer discovery costs</b>              | User experience analysis, sales related activities.                                                                                                                                                             |
| <b>Facilities &amp; Infrastructure costs</b> | Rent of laboratory and/or office space, IT infrastructure, Cloud and HPC usage, etc.                                                                                                                            |



|                                           |                                                              |
|-------------------------------------------|--------------------------------------------------------------|
| <b>General &amp; Administration costs</b> | Telecommunication, accounting, insurance, legal advice, etc. |
|-------------------------------------------|--------------------------------------------------------------|

For the purpose of proper expenses verification and prior to the release of the second instalment and the final balance of the aid, Participants must submit a report (or extract from their accounting records) having been duly certified and signed by a registered certified public accountant, showing all aforementioned project related expenses.

The Participants' attention is drawn to the fact that additional information can be requested by the Initiator at its sole discretion in order to verify all respective project costs and/or other financial data prior to the release of the respective aid instalment.

Ineligible costs:

Are considered among others as "ineligible costs" any cost (i) occurred before the start of the Fit 4 Start Programme, (ii) before the incorporation of the company which applied for the state aid, (iii) not directly related to the respective Fit 4 Start project as well as (iv) any financial cost (ex: reimbursement and/or interest payments related to any type of loan, etc.). The heretofore-enumerated items constitute a non-exhaustive list only and costs other than those categorized as "eligible" have to be duly considered on a case-by-case basis.

- C. Access to the 3 tranches of the grant requires the submission of a duly completed and signed aid application form to the Initiator backed-up by various supporting materials among which a copy of the valid business permit and the applicant company's articles of association. Participants are responsible for providing up-to-date, accurate and complete information.

## 11. Other Fit 4 Start Benefits

- A. Free access to one of the Partners' co-working space for a duration of six months (see definition section: The 'Partners'). Participants must consequently agree on, observe and respect the chosen Partner's standard terms and conditions applying to this type of service.

Participants should furthermore note that:

- a. Following the termination of the six-months free access period, the Participants must either sign an official service agreement with the chosen Partner or leave the business incubator and undertake all the related administrative procedures (e.g. change of address);
  - b. Participants that have already benefitted from a free access offer in one of the Partners' establishments are not eligible for an additional free-of-charge period in any of the Partners' facilities.
- B. The Programme offers many opportunities in terms of visibility within the market, and opportunities to benefit from networking facilities of the whole ecosystem that supports start-ups in Luxembourg.

## 12. Programme & Monitoring

- A. Participation in the Programme is free of charge. However, Participants will be responsible for covering their travel, food and accommodation costs.
- B. Participants must ensure physical attendance to the coaching sessions for which a physical presence is required (i.e. one-to-one, as well as some of the group sessions) and Steering Committees. However, the Organiser reserves the right to change at any time to remote sessions, if deemed necessary (e.g. change in the epidemiological situation)

- C. The jury is monitoring and judging through the periodic Steering Committees the Participants' performance during the Coaching Phase. The monitoring is based on the Participants' pitches, their pre-steering committee reports and their progress on graduation goals. The Jury is also providing relevant feedback and input during the periodic Steering Committees allowing the Participants to further develop their specific business cases with the help of the Coaches and Subject Matter Experts.
- D. Participants need to provide regular progress reports to the Coaches and to the Jury to inform them about their progress during the Programme.

### **13. Voluntary early Programme Exit or Abandon**

Any voluntary early exit from or abandon by a Participant of the Fit 4 Start Programme, including the relevant Coaching Phase, has to be duly notified in writing by the exiting Participant to the Organiser. Any such voluntary early exit or abandon will entail the relevant Participant's immediate termination of the Programme and as such result in:

- the immediate loss of all rights, benefits and advantages related to the Programme;
- impacts on the grant as further detailed under item 10.A. above.

Any voluntary early Programme exit or abandon will be promptly and duly acknowledged in writing by the Organiser.

### **14. Compulsory Programme Exclusion**

A non-compliance with these Guidelines, eligibility requirements, commitments or obligations, forged or falsified documents, or any attempt to circumventing these Guidelines, may result, at the Organiser's sole discretion in the Participant's immediate exclusion from the Programme.

Any Participant who engages in fraudulent, dishonest, unethical or illegal conduct, including attempts to manipulate the application, selection or evaluation process, shall be immediately disqualified from the Programme without prior warning.

Except in cases involving fraud, misrepresentation, ethical misconduct, illegal activities or other serious breaches of these Guidelines, Participants may receive up to two written warnings by e-mail from the Organiser before being officially excluded from the Programme.

A compulsory Programme exclusion has immediate effect and will lead automatically for the Participant to:

- the immediate termination of the Programme;
- the immediate loss of all rights, benefits and advantages related to the Programme;
- impacts on the grant as further detailed under item 10.A. above.

Any compulsory Programme exclusion will be promptly and duly notified in writing and via registered mail by the Organiser to the Participant.

### **15. Responsibilities and liabilities**

The Organiser reserves the right, at its sole discretion, to disqualify any Applicant or Participant who engages in immoral/ non ethical / illegal activities including attempts to tamper with the entry process or/and violates the Guidelines. The Organiser has the right, at its sole discretion, to maintain the integrity of the Programme. If any activity by any Applicant or Participant, that may be in violation of criminal and civil laws adversely affects or undermines the legitimacy of the Programme, the Organiser reserves the right to seek damages to the fullest extent permitted by the laws of the Grand Duchy of Luxembourg.

## 16. Communication

- A. The official language of the Programme, for the application, pitching, communication and reporting is English.
- B. All communication before the Programme start will be conducted via electronic mail.
- C. During the Programme, the interaction between the stakeholders (Participants, Coaches, the Jury, the Initiator and the Organiser) will be done via a dedicated digital platform selected by the Organiser.

## 17. Intellectual Property Rights

Applicants and Participants are fully responsible at all time for the protection of their intellectual property within the framework of their participation in the Programme.

## 18. Image rights

This article does not apply to application documents and supporting materials submitted solely for evaluation purposes. Any subsequent recording, interview or audiovisual material produced in the context of the Programme for communication, training or promotional purposes shall be subject to the provisions of this Article.

Without expecting compensation or other remuneration, now or in the future, Participants authorise the Organiser, its affiliates and agents, to use their image and likeness and/or any interview statements/material from them in its publications, advertising or other media activities (including the Internet). This authorisation includes, but is not limited to:

- (a) Permission to interview, film, photograph, tape, or otherwise make a video reproduction;
- (b) Permission to use their name;
- (c) Permission to use quotes from the interview(s) (or excerpts of such quotes), the film, photograph(s), tape(s) or reproduction(s), in part or in whole, in its publications, in newspapers, magazines and other print media, on television, radio and electronic media (including the Internet).

The Organiser uses the Applicants' and/or Participants' image and likeness and/or any interview statements/material for the sole purpose of promoting the Programme. All permissions granted are valid for a period of 24 months from a Participant's selection date and apply without geographical limitation.

## 19. Data confidentiality and personal data

The Organiser primarily collects personal data provided by Applicants and Participants through the Website and the Registration Platform

- A. (i.e. name, first name, contact details including the email address, function and organisation, texts, altogether the '**Personal Data**'), neither when they pre sign up for the Programme nor submit their application.
- B. Personal Data collected on the Website or Registration Platform will be processed by the Organiser for the following purposes:
  - a. communicate with the Applicants and Participants and provide them with the information requested;
  - b. processing of access, rectification and opposition requests, and other rights with respect to Personal Data;

- c. claims and litigation management.
- C. The processing of the Applicants' and the Participants' Personal Data is necessary for the Organiser to provide them with the services they requested, as well as to enable the Organiser to fulfil its public service missions. These purposes constitute the legal basis for the data processing carried out by the Organiser.
- D. Applicants' and Participants' Personal Data will be processed internally by duly authorised persons, within the limits of their respective attributions.
- E. Personal Data may also be communicated to the Organiser's data processors (including IT service providers) and external services providers such as web designers, marketing solutions providers, communication agencies, to the strictest extent necessary and subject to the existence of contractual guarantees to ensure the security and confidentiality of the data.
- F. Applicants' and Participants' Personal Data may be processed by the Organiser and, where applicable, by other entities involved in the governance, administration, evaluation, funding or monitoring of the Programme, in accordance with applicable data protection legislation.
- G. Certain processing activities may be carried out jointly by the Organiser and other entities involved in the governance and implementation of the Programme. Further information regarding such processing may be obtained by contacting the Organiser at [gdpr@luxinnovation.lu](mailto:gdpr@luxinnovation.lu).
- H. The Organiser undertakes to implement technical and organisational security measures to ensure the protection of Applicants' and Participants' Personal Data against the risks associated with the use of information systems.
- I. The Organiser applies generally accepted security standards to help protect Applicants' and Participants' Personal Data. However, no method of transmission over the Internet, or of electronic storage, is 100% secure. Therefore, the Organiser cannot guarantee the absolute security of the Personal Data.
- J. Personal data is retained for a maximum period of three years from the date it was collected by the Organizer or from the last contact with or from the Applicant. However, personal data may be deleted earlier once the purposes for which it was collected have been fulfilled, such as upon the closure of the application following the Jury's decision.
- K. In accordance with the current data protection legislation, the Applicant/Participant or, as the case may be, his beneficiaries who can prove they have a legitimate interest, are entitled to obtain, free of charge:
  - a. access to the personal data concerning the Applicant/Participant;
  - b. confirmation that the Applicant's or the Participant's Personal Data is or is not being processed;
  - c. information concerning at least the purposes of the processing, the categories of data to which the processing relates and the recipients or categories of recipients to whom the data is communicated;
  - d. communication, in an intelligible form, of the data being processed, as well as any available information on the origin of the data.

These rights apply exclusively to the candidate's personal data. The rights of access shall not extend to confidential internal deliberations, opinions, assessment methodologies, comparative evaluations or decision-making processes of the Organiser, the Pre-selection Committee, the Jury or the Coaches, to the extent permitted by applicable law.

- L. The Applicant/Participant (or, as the case may be, his/her beneficiaries) also has a right to

rectify his/her personal data and a right to object to the collection and processing of such data, on the basis of compelling legitimate grounds.

- M. These rights may be exercised by an email addressed to the following address: [gdpr@luxinnovation.lu](mailto:gdpr@luxinnovation.lu). As of 25 May 2018, the Applicant/Participant is entitled to request the erasure of all or part of the data or a restriction of the processing, object to the processing or make use of its right to data portability, within the limits provided by the applicable rules. In the event of a breach of the data protection rules, the Applicant/Participant may also lodge a complaint before a supervisory authority such as the National Commission for Data Protection (CNPD).
- N. Documents and information submitted in connection with the Programme may be shared, on a need-to-know basis, with persons and entities involved in the administration, evaluation, governance, funding, coaching, monitoring and implementation of the Programme. Such documents and information shall be treated as confidential and used solely for the purposes of the Programme.

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## **20. Applicable Law**

The general rules and conditions of the Programme are governed and construed in accordance with the laws of the Grand Duchy of Luxembourg.

## **21. Application and Programme Guidelines Updates**

The Organiser reserves the right to update these Guidelines at any time. Further adaptations might be needed in case of changes in the epidemiological situation. The Initiator and the Organiser reserve the right to take necessary actions to comply all the times with all applicable preventive measures decided by the Government of Luxembourg. The Applicants/Participants will be informed by the Organiser about any changes in due time. All updates will furthermore be posted on the Organiser's website: [www.fit4start.com](http://www.fit4start.com).

Date and location:

Project name:

Company name<sup>5</sup>:

Participant representative name<sup>6</sup>

Function<sup>7</sup>

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<sup>5</sup> In case the Participant is a duly incorporated company.

<sup>6</sup> Copy of the ID card(s)/passport(s) of the signing person(s) to be provided.

<sup>7</sup> In case the Participant is a duly incorporated company, individual(s) authorised to duly commit the company; copy of the mandate(s)/authorization(s) as well as of the ID card(s)/passport(s) of the signing person(s) to be provided.