

Application and Programme Rules for “Startup TECH versus Covid-19 crisis” - (StartupsVsCovid19)

1. Introduction

The Luxembourg economy has been facing one of the most important and fast coming crises ever experienced. Since mid-March 2020 the outbreak of the Covid-19 coronavirus obliged governments in Europe and now all over the world to enforce confinement measures to protect their populations. As a result, business activities have dramatically decreased and small and medium sized companies are particularly exposed. Besides the difficulties faced by all type of companies, Startups are among the most affected as they experience the freezing of private investments (VC, Business angels, ...) and the postponement of projects with first customers or potential first customers (POC, pilot, demonstration project, ...).

Nonetheless, even in this difficult situation, Startups continue to prove their capacity to reinvent themselves by using outstanding innovations created by their talented teams at a very fast pace.

Within this context and in addition to the general measures already put in place by the Government to support Luxembourg based enterprises, the Ministry of the Economy, together with Luxinnovation, have decided to launch the StartupsVsCovid19 call for projects, a specific programme aimed at:

- Supporting young innovative Startups to be able to contribute to the fight against the economic, sanitary and societal impacts caused by the Covid-19 crisis.
- Boosting the development of technological solutions / products / services that will tackle the Covid-19 crisis and its economic and societal impact.

The present document defines the StartupsVsCovid19 application and programme rules (hereafter the “Rules” or “Programme Rules”). It describes the terms and conditions related to application and functioning of the StartupsVsCovid19 programme (hereafter the “Programme”).

2. Definitions

“Applicants”:	duly authorised persons representing a company applying to take part in the Programme.
“Hearings”:	virtual meetings (30 min presentation in English) organised with the objective of granting every pre-selected Applicant a pitch presentation as well as a Q&A session with the Jury.
“Initiator”:	the Ministry of the Economy is the initiator and financial supporter of the Programme.
“Jury”:	team composed of representatives of the Initiator, Organiser and Partners and, as the case might be, advised by experts.

“Organiser”:	LUXINNOVATION GIE, Economic Interest Grouping that organises and manages the functioning of the Programme.
“Participants”:	Applicants selected by the Jury to participate in the Programme.
“Partners”:	The HOST, the Luxembourg-City Incubator (LCI), the LHoFT and Technoport S.A., collaborating and providing support to the Programme.

3. Eligibility

Eligible Applicants are all types of young companies with less than 5 years of existence (Effective date for age assessment: 14.07.2020).

To be eligible for a grant from the Ministry of the Economy, the Participant must have a legal entity and operational activities in Luxembourg.

4. Application Period

Applications must be submitted before the official deadline specified in the call text. Applications received after the deadline will be rejected.

5. Application Process

Once the application form is filled-in, eligible Applicants must submit it electronically through the submission platform on the Startup Luxembourg Website: <https://www.startupluxembourg.com/>.

The application must include responses to all mandatory areas comprised in the application file, which also includes the acknowledgment of the present Rules.

In the case of fraudulent methods, false/misleading information or other attempts to circumvent the Rules, the Organiser retains the right, at its sole discretion, to reject an application.

Applications sent by post or any other channel different from the one mentioned above will not be considered for evaluation.

The Applicant is encouraged to follow-up on the application submitted if no confirmation has been received in due time.

6. Pre-selection Process to Hearings

- A. All applications will be carefully reviewed by the Initiator, the Organiser and Partners to perform a first pre-selection of Applicants for Hearings.
- B. Applications will be pre-selected for the Hearings based on the following selection criteria:
 - a. **Innovation and relevance within the scope of the call (Covid-19 crisis)**
Proposers have to demonstrate an innovative approach to tackle Covid-19 crisis issues. It is not foreseen to have disruptive innovation, but the project should demonstrate to what extent the proposed service or product goes beyond the state of the art on the Luxembourg market.
 - b. **Quality and efficiency of the implementation**
Quality and efficiency of the work plan including the extent to which the resources assigned to the project are in line with their objectives and deliverables.

c. Impact

Proposers need to demonstrate how the outputs of the project will contribute to the country's economic diversification and create clear added value by contributing to enhance quality of life of the citizens, better management of the sanitary crisis or decrease effects of the crisis on the economy.

- C. All Applicants will receive a feedback by email no later than the deadline provided in the call for proposals. The feedback will take the form of an invitation for Hearings for the retained projects or a rejection for the non-selected. In case of pre-selection to the Hearings, a written confirmation is requested from the Applicant the latest by the deadline indicated in the email. In case of non-reply from the Applicant by this deadline, the Organiser reserves the right to cancel the pre-selection for Hearings and to replace it by an Applicant from the waiting list.

7. Hearings

- A. Upon receipt by the Organiser of the Applicant's formal confirmation to attend the Hearings, the exact date and modalities will be communicated in due course via email by the Organiser to the Applicant.
- B. It is mandatory for the Applicant to have Vision Conference equipment; invitations (Zoom or Webex.) will be sent by the Organiser.
- C. The chronological order of the Hearings will be decided by the Organiser at its sole discretion.
- D. Following completion of the Hearings of all the Applicants, the Jury (see chapter 8 for details) will meet to make a decision.
- E. At the end of the Hearings, the Jury will announce the names of the Applicants selected to participate in the Programme.
- F. Each Participant will receive an email from the Organiser confirming his/her selection and containing an electronic version of the present document. The Participant will be required to return this document duly signed via email to the Organiser by no later than the specified deadline. This signed document constitutes an agreement (the "Agreement") with the Organiser and confirms the Participant's attendance to the Programme and compliance with the Rules thereof.
- G. Furthermore, the acceptance of the Rules constitutes the Participant's formal consent to the Organiser and Partners of the Programme to use the Participant's project information communicated in the context of the StartupsVsCovid19 Programme for purposes of advertising in any media without further request or authorisation. This includes films, pictures, and interviews of/with the Participant.
- H. If a Participant does not reply to the Organiser's email by the required deadline, the Organiser will grant the right of participation to the next Applicant on the waiting list, as previously established by the Jury.

8. The Jury

- A. The Jury is composed of representatives of the Initiator, the Organiser and the Partners. All Jury members are required to sign a code of ethics managing potential situations of conflict of interest in relation to the selected projects and to guarantee non-disclosure of any project information obtained during their role as Jury member.
- B. The Jury pre-selects most promising projects from received applications and decides at the conclusion of the Hearings on (i) the projects that will be admitted to participate in the Programme and to receive financial support from the Initiator, as well as (ii) the list of projects on the reserve list.

9. Grant Access and Conditions

The Programme will support Startups selected for participation, having created added value and substance (operations, jobs,...) in Luxembourg by giving access to a grant of up to 150.000 EUR made available by the Ministry of the Economy according to State aid rules.

The grant will cover 100% of the identified need in line with the objectives of the project with an upper ceiling of 150.000 EUR.

- A. The grant is divided into two tranches, with a first tranche of 75% payable after official approval of the project.
- B. A second tranche payment after completion of the project.

10. Communication

- A. The official language of the Programme for the application, pitching, communication and reporting is English.
- B. All communication before, during and after the Programme will be conducted via electronic mail and through <https://www.startupluxembourg.com/>.

11. 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 StartupsVsCovid19 Programme.

12. Image Rights

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

- a. Permission to interview, film, photograph, tape, or otherwise make a video reproduction;
- b. Permission to use their names;
- c. Permission to use quotes from the interview(s) (or excerpts of such quotes), film(s), 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).

All the above rights shall be granted worldwide for a period of 24 months from the selection date.

13. 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 Rules of the StartupsVsCovid19 Programme. 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 law.

14. Data Confidentiality and Personal Data

- A. The Organiser does not collect personal data other than that which Applicants voluntarily provide within the call application (i.e. name, first name, contact details including the email address, function and organisation, texts, altogether the “Personal Data”), when they submit their application.
- B. Personal Data collected during the call will be processed by the Organiser for the following purposes:
 - a. communicate with the Applicants 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’ 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 will be processed by the Organiser as a data controller, in compliance with the applicable data protection legislation (i.e. for the time being the Law of 2 August 2002 covering the protection of individuals with regards to the processing of personal data, as amended, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, – the GDPR -, which entered into force on 25 May 2018, as well as any other subsequent regulation).
- G. The Organiser undertakes to implement technical and organisational security measures to ensure the protection of Applicants’/Participants’ Personal Data against the risks associated with the use of information systems.
- H. The Organiser applies generally accepted security standards to help protect Applicants’/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.
- I. Personal Data is kept for a period of three years from collection by the Organiser or the last contact with the Applicant or Participant.
- J. 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/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.
- K. 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.
- L. These rights may be exercised by an email addressed to the following email address: dpo@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).

- M. The documents and information submitted with the application or during the Programme will only be shared with the Initiator, the Organiser, the Partners and the Jury in the context of the Programme and will be treated by them as confidential information.

15. 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.

16. Rules Updates

The Organiser reserves the right to update the Rules at any time.