

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 – 12th 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 '**Digital 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 (cf. point 8). At the end of the Digital Pitching Sessions, the Jury will select start-ups that will be admitted to participate in the Programme. The Organiser and the Initiator predetermine for each edition the number of start-ups admitted for participation.

The '**Graduation**': based on Participants' goals' achievement, attendance of coaching sessions 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 '**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. and the Luxembourg-City Incubator collaborating and providing support to the Programme. Depending on the sectors referenced in the Fit 4 Start call, other entities may intervene as partners / sponsors in the Programme.

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

The '**Pre-selection Committee**': committee composed of (i) individual experts representing the Initiator, the Organiser and the Partners and/or sponsors (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**': monthly 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 sector(s)¹ referenced in the Fit 4 Start call (such as ICT, HealthTech, Space, HPC & Data Analytics² or any other sector of interest 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 – for non-autonomous entities the assessment is performed at 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 Fit 4 Start project and attending all sessions during the Coaching Phase of the Programme.
- F. Participants must be at least 18 years of age or older as of the starting date of the Programme.
- G. 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.

The Organiser will perform all necessary due diligence reviews in order to ensure compliance with the above eligibility criteria.

4. Application Period

Applications must be submitted before the official entry submission deadline as mentioned on the Luxinnovation website (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.

All personal information will be treated according to chapter 19 of this document.

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.).

Applicants should submit only one application. In case of fraudulent methods, false/misleading information or other attempts to circumvent the Guidelines, the Organiser retains the right, at its sole discretion, to reject an application.

¹ Depending on the sectors 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.

² For HPC & Data Analytics specific programme details, eligibility criteria and grant access and conditions please refer to appendix 1 to these Guidelines.

6. Pre-selection Process to Digital Pitching Sessions

- A. All applications are carefully reviewed by the Pre-selection Committee who short-lists the Applicants for the Digital Pitching Sessions.
- B. Applications will be pre-selected for the Digital 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 sector 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 in the website at the time of application. The answer includes pre-selection to the Digital Pitching Sessions, placement on the waiting list or rejection.

In case of pre-selection to the Digital 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.

- C. Rejected Applicants can ask for feedback on their application.

7. Digital Pitching Sessions

- A. Please note that the pitching sessions are digital due to the Covid-19 situation.
- B. Upon receiving the Applicant's confirmation to attend the Digital Pitching Sessions, the exact date, time and information regarding the platform used, will be communicated in due course.
- C. The chronological order of the pitches will be decided by the Organiser at its sole discretion.
- D. The pitches:
 - Presentation in English (the timing may be adjusted freely by the Organiser for each sector. Time will be strictly monitored and pitches beyond the fixed time will be interrupted);
 - Q&A session.
- E. Following completion of the Digital Pitching Sessions by all the Applicants, the Jury will select the final Applicants to participate in the Programme.
- F. The so selected Participants will officially be announced on 27 January 2022.
- G. 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.
- H. The acceptance of the Guidelines constitutes furthermore the Participant's formal consent to the Organiser, Partners and sponsors 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.

- I. 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 Digital Pitching Sessions.

8. The Jury

- A. The Jury is composed of independent experts from the private and public sector with relevant business experience, who are selected by the Organiser. 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 guaranteeing non-disclosure of any project information obtained during their role as Jury member.
- B. The role of the Jury is:
 - to select the Participants at the conclusion of the Digital Pitching Sessions;
 - in view of the different projects' development stage and needs, to set during the first Steering Committee different goals and objectives, in coordination with the Coaches and Participants;
 - to monitor and judge through the monthly 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.
- 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, as well as their commitment to the Programme.

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 specific trainings on topics of joint interest for the Participants. They usually intervene for one-day sessions during the Coaching Phase.
- B. The Coaches are lean 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 leadcoach (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 required to sign service contracts with the Organiser, which are furthermore complemented by additional general clauses, i.e. obligations and procedures on their role, including a non-disclosure agreement guaranteeing the confidentiality of the information received during the Coaching Phase.

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 conditions³ 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 Luxembourg⁴ and obtain their business permit, 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 six 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 10.000 (contributions in cash, fully paid-up) and be able to demonstrate a minimum of EUR 10.000 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 10.000 (contributions in cash, fully paid-up) and be able to demonstrate a minimum of EUR 10.000 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 six 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 10.000 of issued capital in compliance with the categories of eligible costs defined under item B. below. Participants have one year 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

³ For HPC & Data Analytics specific grant access and conditions please refer to appendix 1 to these Guidelines.

⁴ Detailed information on available company types in Luxembourg and their respective incorporation processes is available on the website 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.

one will work full time on the realisation of the Fit 4 Start project and attend all sessions during the Coaching Phase.

- 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, within the period of one year 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 one year 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 spent a minimum of EUR 50.000 within the period of one year 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 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 an additional EUR 100.000 of their available funds (at least EUR 150.000 spent in total from the beginning of the Programme) according to the updated budget submitted for the second instalment and the final balance of the aid.
 - Graduates have two years as of the beginning of the Programme to fulfil the above conditions and 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 Ministry of the Economy 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 Ministry of the Economy 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, the Participant has to submit the following project reports:

Status	Report	Latest filing deadline
All Participants	Interim project report	one year as of the beginning of the Programme
Graduates	Final project rapport	two years as of the beginning of the Programme

Furthermore, the Participant's 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, the Participant is still required to submit to the Ministry of the Economy 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 Ministry of the Economy 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.

- 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
Personnel costs	Remuneration and social contributions of technical and non-technical staff dedicated to the project.
Technical and development costs	Rent/acquisition of technical equipment/software, certifications, IP protection, regulatory advice, procurement of specific technical expertise.
Testing costs	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.).
Data acquisition costs	Procurement of specific data and/or databases.
Customer discovery costs	User experience analysis, sales related activities.
Facilities & Infrastructure costs	Rent of laboratory and/or office space, IT infrastructure, Cloud and HPC usage, etc.
General & Administration costs	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 the Participant must submit a report (or extract from its accounting records) having been duly certified by an external auditor showing all aforementioned project related expenses.

The Participant's attention is drawn to the fact that additional information can be requested by the Ministry of the Economy 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 Ministry of the Economy backed-up by various supporting materials among which a copy of the 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. Sessions of intensive coaching, including:
- a. One-to-one and group sessions with Coaches and Subject Matter Experts, as

- determined by the Organiser and laid out in the Programme schedule;
- b. Periodic follow-ups and feedback sessions with the Jury during Steering Committees.
- B. Free access to the co-working spaces of the business incubators (see definition section: The 'Partners'). The Organiser, after consultation with the Initiator, reserves the right to adapt the offering over the course of the programme in which case Participants will be informed accordingly.
 - C. The Programme also 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. If the sanitary situation allows, the Participants must ensure physical attendance to all coaching sessions (i.e. one-to-one, as well as group sessions) and Steering Committees. The Organiser will take due care of all applicable health measures related to COVID-19.
- C. Objectives are agreed on between Participants, Coaches and the Jury at the time of the first Steering Committee according to each Participants respective project development stage and needs.
- 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

Non-compliance with any of the abovementioned guidelines, requirements and/or commitments as well as any use of fraudulent methods or false/misleading information or behaviour circumventing these Guidelines will lead, by decision of the Organiser, to the Participant's immediate exclusion from the Programme.

Any Participant who engages in immoral / non-ethical / illegal activities including attempts to tamper with the entry process will be immediately disqualified.

Non-compliant Participants will first receive 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

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/material from them in its publications, advertising or other media activities (including the Internet). This consent 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 with no geographical constraint.

19. Data confidentiality and personal data

- A. The Organiser does not collect personal data other than that which Applicants and Participants voluntarily provide on the website (the '**Website**') or Registration Platform (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 will be processed by the Organiser as a data controller, in strict compliance with the law of 1 August 2018 on the organisation of the National Data Protection Commission and the general data protection framework.
- G. 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.
- H. 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.
- I. Personal Data is kept for a period of three years from collection by the Organiser or the last contact with/from 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 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.
- 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 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. Documents and information submitted with the Programme application will be shared solely in the context of the Programme by the Organiser with the Pre-selection Committee and the Initiator and, upon due pre-selection of the Applicant, with the Jury and the Coaches. All documents and information so obtained by the respective parties will be treated as confidential information.
- N. Documents and information provided by a Participant during the course of the Coaching Phase will be shared solely in the context of the Programme by the Organiser with the Initiator, the Jury and the Coaches. All documents and information so obtained by the respective parties will be treated as confidential information.
- O. The Applicant/Participant understands furthermore that, for the purpose of ensuring efficient processing, certain pieces of information may be exchanged or shared between the Organiser and the Initiator (or vice versa) in the frame of the Programme and/or in the process of the grant application.

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 due to the pandemic of COVID-19. 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.

Date and location:

Project name:

Company name⁵:

[Participant representative name⁶ [and function⁷]]

Participant signature preceded by handwritten "read and approved"

⁵ In case the Participant is a duly incorporated company.

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

⁷ 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.