

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 (hereafter the '**Programme**').

2. Definitions

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.

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

The '**Participants**': Applicants selected to participate 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 '**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. Company active in the sector(s) referenced in the Fit 4 Start call (such as ICT, Health Tech or any other sector of interest jointly agreed by the Initiator and the Organiser).
- B. Company meeting 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.
- C. There is no prerequisite for Applicants to have incorporated a company at the application stage.
- D. If the Applicant already incorporated a company, this should be no older than 5 years before the time of their Programme application – for non-autonomous entities; the assessment is performed at group level.
- E. The Applicant team must be composed of a minimum of two people, with at least one person working full time on the project during their participation in the Programme.
- F. Applicant may be any early-stage and/or more advanced start-ups/projects. 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. Participant must be at least 18 years of age or older as of the starting date of the Programme.

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 18 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.

6. Pre-selection Process to Digital Pitching Sessions

- A. All applications are carefully reviewed by the Organiser and Partners to perform a first pre-selection of 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

All Applicants will receive an answer by email within the deadline provided in the website at 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.
- D. The pitches:
 - Presentation in English (the timing may be adjusted freely by the Organiser, for each sector. Also, 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 decide on the final Applicants selected to participate in the Programme.
- F. The final Applicants selected to participate in the Programme will be announced on 27 May 2021.
- 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 will be considered as an agreement (the '**Agreement**') with the Organiser in order to confirm their participation to the Programme and comply with the Guidelines thereof.
- H. The acceptance of the Guidelines constitutes the Participant's consent to the Organiser and Partners of the Programme to use the Participant's project information communicated in the context of Fit 4 Start for purposes of advertising in any media without further request. This includes movies, pictures, and interviews of the Participants.
- I. If one of the Participants does not reply to the email within the required delay from the Programme, the Organiser will grant the right of participation to the next Applicant on the waiting list established by the Jury.

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 and the Initiator. 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' potential, to set during the first Steering Committee different goals and objectives, together with the Coaches and Participants;
 - to monitor the Participants by judging their performance during the Programme, on a monthly basis through Steering Committees. The monitoring is based on the Participants' pitches and their progress on graduation goals.

- C. At the end of the Programme, 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. Coaches

- A. Start-ups will be coached by:
- a. Coaches (the '**Coaches**'), individually supporting and accompanying the Participants throughout the whole Programme.
 - 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 Programme.
- 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 Programme. 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 Programme.
- E. The Coaches report to the Organiser, the Initiator and the Jury on the Participant's progress and evolution.

The Coaches and Subject Matter Experts are required to sign a service contract. The contract contains obligations and procedures on their role, including a non-disclosure agreement guaranteeing the confidentiality of the information received during coaching sessions.

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**').

- A. This grant is divided into 3 tranches (2 instalments and the final balance):
- a first instalment payment of EUR 50.000,
 - a second instalment payment of EUR 80.000
 - a final balance of EUR 20.000.

All tranches are paid, in accordance with Art. 1 (1) of the Law, to Participants 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 within the EU framework.

- a. On the first instalment of EUR 50.000:
- The Participants need to have their company established in the Grand Duchy of Luxembourg and obtain their business permit, meaning:
 1. For start-ups which are not yet incorporated in Luxembourg at the time of their selection: create a commercial company with a minimum issued capital of EUR 10.000 (contributions in cash, fully paid-up). The company has to be incorporated by the end of the Fit4Start Coaching Phase.
 2. For start-ups which are already incorporated in Luxembourg at the time of their selection: the commercial company must have 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.

*For further information on available company types in Luxembourg and their respective incorporation processes, please refer to the information provided below.**

- Selected 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. Selected participants have one year to spend a minimum of EUR 50.000 of their available funds as of the beginning of the Fit 4 Start Programme.
- b. The second instalment of EUR 80.000 is only accessible to successful graduates of the Fit 4 Start Coaching Phase in accordance with the following conditions:
- Graduates have one year as of the beginning of the Fit 4 Start Programme to submit an application for the second instalment.
 - 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 Fit 4 Start Programme.
 - The company has at least 2 full time employees.
 - Graduates have spent a minimum of EUR 50.000 within the period of one year from the start of the Fit 4 Start 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 indicated in the aid application form.
- c. The final balance of EUR 20.000 is only accessible to successful graduates of the Fit 4 Start 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 Fit 4 Start Programme) according to the updated budget submitted for the second instalment and the final balance of the aid.
 - Graduates have filed a final project report.
 - Graduates have two years from the beginning of the Fit 4 Start Programme to fulfil the above conditions for the final balance of the aid.
- 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 applicant company 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 applicant company'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. The beneficiary must reimburse the de minimis aid received, including the legal interests, if it has not been spent according to the budget submitted and in line with the categories of eligible costs, indicated as above. The beneficiary must also reimburse the aid received in case of non-compliance with the time constraints mentioned hereabove.
- D. In the process to access the 3 tranches (2 instalments and the final balance), it is required to submit a duly completed and signed aid application form to the Ministry of the Economy. Please note that among other documents, a copy of the business permit and company articles of association will be required for the application process and therefore need to be obtained beforehand. The Participants are responsible to provide accurate and complete information.
- E. In accordance with Art. 3 (1) a. of the Law of 20 December 2019 having as objective the implementation of a de minimis aid scheme, the aid granted to a unique company cannot exceed EUR 200.000 over a period of three fiscal years. Unique companies 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 for participation.
- F. Please note that from an accounting point of view, the grant is usually considered as an extraordinary income.

**Detailed information on available company types in Luxembourg and their respective incorporation processes is available on the website www.quichet.lu. Furthermore, it is strongly recommended to get in contact with the [House of Entrepreneurship](#) as soon as possible, 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.*

11. Other Fit 4 Start benefits

- A. A Programme of intensive coaching, including:
 - a. One-to-one and group sessions by Coaches and Subject Matter Experts, as determined by the Organiser and laid out in the Programme schedule;
 - b. Periodic follow-ups and feedback sessions from the Jury during Steering Committees.
- B. Free access to the co-working space of the business incubators (see definition section: The 'Partners'). The Initiator and/or Organiser reserves the right to adapt the offering over the course of the programme.
- 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 Jury at the beginning of the Programme according to each Participants respective project development stage and needs.
- D. Participants need to provide regularly progress reports to the Coaches and to the Jury to inform them about their progress during the Programme.

13. Exclusion

Any failure by a Participant to meet any of the abovementioned guidelines and/or commitments will lead, by decision of the Organiser, to his/her exclusion.

The Participant will first receive two written warnings by e-mail, before being officially excluded from the Programme. The exclusion will be notified to the Participant by registered mail.

The exclusion automatically leads for the Participant to:

- the immediate termination of the Programme.
- the loss of eligibility for the grant, if it has not yet been paid when the exclusion is notified, or the obligation to reimburse the grant, if it has already been paid.

14. 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, Initiator and the Organiser) will be done via a dedicated digital platform selected by the Organiser.

15. 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.

16. 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:

- (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).

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

17. 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 law.

18. 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 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' 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. The documents and information submitted with the application will only be submitted to the co-initiators of the Programme, the Jury and the Coaches solely in the context of the Programme and will be treated by them as confidential information.
- N. The Applicant/Participant understands that certain pieces of information may be exchanged or shared between the Organiser and the Initiator in the frame of the Programme or in the process of grant application to ensure efficient processing.

19. 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.

20. Application and Programme Guidelines updates

The Organiser reserves the right to update the 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 time with all applicable preventive measures decided by the Government of Luxembourg. The Applicants/Participants will be informed about any changes in due time.

All updates will be posted on the Organiser's website: www.fit4start.com.