



Regulations of the MIT Enterprise Forum CEE  
Business Development Acceleration Program

The regulations hereby determine the rules for recruitment and participation in the individual acceleration program within the Concept under the name: MIT Enterprise Forum CEE Acceleration Program - Business Development Acceleration Program.

## § 1. Definitions

Whenever the Regulations refer to:

1. **Applicant** - it should be understood as a natural person or entity that submits the Application. The applicant, in order to be eligible for the Program as a Grant Recipient, will be required to meet all access conditions at least on the day of signing the Grant Agreement;
2. **Grant** - it should be understood as assistance in the form of financial resources transferred to the Grant Recipient, in accordance with the provisions of the Grant Agreement concluded between the Grant Recipient and the Foundation for the development of the Concept;
3. **Recipient of Technology** - it means an entrepreneur which meets the definition of a medium enterprise within the meaning of Annex I to EC Regulation No. 651/2014 or a large entrepreneur conducting business in the Republic of Poland confirmed by an entry in the relevant register interested in using technology or cooperating in product development (including services) of Grant Recipients participating in acceleration;
4. **Confidential information** should be understood as:
  - (i) all information regarding the Concept,
  - (ii) all other information related to the Program marked as a secret of the enterprise of the Foundation, the Recipient of Technology or the Grant Recipient, and
  - (iii) information otherwise considered confidential regarding the Program, that may be transferred during the Program or is or will be obtained by the Foundation, or the Grant Recipient, or the Participant in a different manner in connection with the Program, regardless of whether the transfer is made in oral, written or any other form, including all notes, reports, analyses, compilations, forecasts, studies, summaries or other materials.

Confidential Information do not include information that:

- (i) are or will become publicly available, unless they have become publicly available as a result of breach of obligations set out in these Regulations
  - (ii) at the time of disclosure, they were already in the possession of the Foundation or the Grant Recipient or the Participant without being obliged to keep them confidential, or
  - (iii) they will be made available to the Foundation or the Grant Recipient or the Participant from any source, provided that such source is not bound by an obligation of confidentiality towards the disclosing party with respect to such information;
5. **Milestone** – means a planned, measurable, observable event necessary for the progress of the Program, the occurrence of which enables taking actions related to the achievement of the next specified by the Schedule of individual acceleration program (Annex no. 1 to the Grant Agreement) milestone or (in case

- of the final milestone) means the completion of the acceleration program by obtaining product validation (including services) or technology or key elements in near-real environment, based on which a decision is made on the possibility of further cooperation of the Technology Recipient/Recipients with the Participant based on developed technology;
6. **Key Areas of Specialization** – means the following industries: FinTech, Artificial Intelligence (AI) or Industrial Internet of Things indicated in the List of Key Areas of Specializations which is Annex 7 to the Competition Regulations no. 1 as a part of the Intelligent Development Operational Program 2014-2020 on the website: <http://poir.parp.gov.pl/dokumentacja-do-dzialania-programy-akceleracyjnej/dokumentacja-do-dzialania-programy-akceleracyjnej>;
  7. **Local Chapter** – it should be understood as a body composed of at least 3 people: Foundation representatives and external experts, including representatives of Technology Recipients;
  8. **Micro Entrepreneurs or Small Entrepreneurs** – it should be understood micro entrepreneur or small entrepreneur meeting the conditions set out I Annex I to Commission Regulation no. 651/2014;
  9. **Foundation** – it should be understood as the Foundation for Technology Entrepreneurship with headquarters in Warsaw, 93 Jerozolimskie Avenue, 02-001 Warsaw, entered into the National Court Register under number 00000566188, Tax Identification Number: 5252623890, REGON: 362028771, being the organizer and operator of the Program;
  10. **Program** – should be understood as the individual acceleration program implemented by the Foundation “MIT Enterprise Forum Poland Acceleration Program” dedicated to the Applicant, lasting from 25<sup>th</sup> January 2021 to 30<sup>th</sup> June 2021, in the form of workshops, trainings, meetings with mentors and potential investors and enterprises organized in Poland. The timeframe of the Program will be no less than 3 months and no more than 6 months, with the understanding that settlement of the final Milestone set forth in the Grant Agreement will occur no later than June 30, 2021. The Grant will also be awarded within the framework of the Program.
  11. **Concept** – it should be understood as the Concept described in the Application;
  12. **Grant Recipient** – it should be understood as a Micro Entrepreneur or Small Entrepreneur, acting in form of a capital company, meeting the conditions set out in Article 22 par. 2 of Commission Regulations (EU) no. 651/2014 of 17<sup>th</sup> June 2014 declaring certain types of aid to be compatible with the internal market pursuant to art. 107 and 108 of the Treaty (Official Journal of the European Union L 187 of 26/06/2014, page 1 with later amendments) hereinafter referred to as “Commission Regulation no. 651/2014” and in § 21 of the Regulation of the Minister of Infrastructure and Development of July 10<sup>th</sup> 2015 on granting financial aid under the Intelligent Development Operational Program 2014-2020 (ie an unlisted on the stock exchange micro or small entrepreneur starting a business, operating for up to 5 years (from the date of its registration in the relevant register, which did not divide his profits and was not created as a result of the merger), which was qualified for the Program and signed an Agreement to entrust a grant with the Foundation;
  13. **Participant** – should be understood as a natural person, that was chosen to participate in the Program by the Grant Recipient
  14. **Grant Agreement** – it should be understood as the agreement concluded between the Beneficiary (the Grant Recipient) and the Foundation for participation in the Program, specifying the terms of this participation. The grant agreement is the basis for participation in the Program;

15. **Polish Agency for Enterprise Development Act** – it should be understood as the Act of November 9<sup>th</sup>, 2000 on the establishment of the Polish Agency for Enterprise Development (unified text introduced by the announcement of the Speaker of the Parliament of the Republic of Poland of February 29<sup>th</sup> 2016 regarding the publication of a uniformed text of the Act on the establishment of the Polish Agency for Enterprise Development (Journal of Laws of 2016, item 359);
16. **Application** – it should be understood as a completed application form submitted via the recruitment platform placed on the [mitfpoland.org](http://mitfpoland.org) together with the presentation of the Concept's foundations in the form of original presentation, description, multimedia material or in a for that is a combination of these forms. The content of the application must enable assessment in accordance with the Concept selection criteria in the Program.

## **§ 2. General Provisions**

1. “MIT Enterprise Forum CEE - Business Development Acceleration Program” is addressed to Applicants whose product, service or process solutions may potentially be applied in areas important to the Recipients of Technology and their market environment.
2. The aim of the Program is to accelerate the development of Grant Recipients by promoting and supporting them in the implementation of technological Concepts. The Program is aimed at providing support in the form of workshops, consultancy and mentoring services, as well as conducting the process of identifying business needs of Grant Recipients and providing personalized services aimed at making their development more dynamic. The Program includes the stage of assessment and selection of Grant Recipients.
3. The selection of Concepts takes place through an open recruitment announced by the Foundation.
4. Whenever the Regulations refer to the e-mail address of the Applicant/Grant Recipient, it means and e-mail address used for correspondence between the Applicant/Grant Recipient and the Foundation indicated in the Application

## **§ 3. Entities eligible to apply for support under the Program**

1. The Program is addressed to entities that:
  - 1.1. meet the definition of the Applicant;
  - 1.2. have registered economic activity on the territory of the Republic of Poland;
  - 1.3. conduct activities in the form of a capital company, are not related to the Foundation and the Recipient of Technology, which will be involved in the implementation of the Program within the meaning of art. 6c par. 2 of the Polish Agency for Enterprise Development Act;
  - 1.4. have the status of a Micro Entrepreneur or Small Entrepreneur;
  - 1.5. have not been listed on the stock exchange and have remained for 5 years of the date of registration in the National Court Register, and have not yet made a distribution of profits and have not been created as a result of the merger;
  - 1.6. conduct their activities in accordance with applicable law and the principles of conducting such activities do not violate the provisions of the Regulations and the Grant Agreement;
  - 1.7. have the exclusive right to dispose of submitted in the Application innovative business, a solution, a Concept submitted to the Program as well as the right to dispose of it on their own behalf;

- 1.8. are the sole authors of the innovative business idea described in the Application and no third party claims any right to the idea, in particular its authorship, and are authorized to implement the innovative business idea described in the Application, use this idea and dispose of it; the idea is free of any legal charges and safeguards;
- 1.9. neither the idea covered by the application, nor its implementation does not violate or cause violation of applicable law, any contract or agreement, and the idea and its implementation will not require the consent of any third party under any contract or agreement; have all permits, concessions and other consents of public administration organs and have registered in relevant registers necessary, in accordance with applicable regulations, to conduct activities related to the implementation of the Program.
- 1.10. have all the permits, licenses and other approvals of public administration authorities and have registered in appropriate registers necessary, according to applicable regulations, to conduct activities related to the implementation of the Program.
2. Assistance provided under the Program may not be granted to an entity excluded from the possibility of obtaining a grant, in particular:
  - 2.1. based on Article 6b par. 3 of the Polish Agency for Enterprise Development Act;
  - 2.2. in accordance with art. 35 par. 4 of the Act on the rules for the implementation of programs in field of cohesion policy financed in the 2014-2020 financial perspective;
  - 2.3. based on Article 207 of the Act of August 27<sup>th</sup>, 2009 on public finance;
  - 2.4. against whom a prohibition was pronounced, referred to in art. 12 par. 1 point 1 of the Act of June 15<sup>th</sup>, 2012 on the effects of entrusting work to foreigners staying against the provisions on the territory of the Republic of Poland (Journal of Laws, item 769) or the prohibition referred to in art. 9 par. 1 point 2a of the Act of October 28<sup>th</sup>, 2002 on the liability of collective entities for acts prohibited under penalty (Journal of Laws of 2015, item 1212, as amended);
  - 2.5. which is in a difficult situation within the meaning of EU state aid regulations, in particular EC Regulation no. 651/2014, is in a state of insolvency, has filed for bankruptcy, applied for the opening of restructuring proceedings or an application has been lodged against him to open restructuring proceedings;
  - 2.6. is in liquidation or has applied for a suspension of operations;
  - 2.7. a compulsory management or curator has been appointed in relation to them.
  - 2.8. which is under an obligation to repay the aid resulting from a decision of the European Commission declaring the aid illegal and incompatible with the internal market;
  - 2.9. in the cases specified in § 4 par. 3 of the Regulation, in art. 1 point 2 of the EC Regulation no. 651/2014 and in art. 3 par. 3 of Regulation no. 1301/2013.
3. In addition, assistance under the Program may not be granted to an entity:
  - 3.1. for which there is reasonable doubt as to whether they have the right to use an innovative business idea, solution, program or other Concept entered into the Program, or are the subject of dispute, security or claim of any third party;
  - 3.2. there is a corrective action against him;
  - 3.3. which obtained funding for the same Concept as part of a recruitment conducted by another entity implementing the Acceleration Program based on funds obtained under the European Regional Development Fund under the Intelligent Development Operational Program 2014-2020;

- 3.4. which obtained funding for the same Concept from other public funds.
4. Grant cannot be granted for activities in the field of:
  - 4.1. manufacture, processing or marketing of tobacco and tobacco products;
  - 4.2. production or marketing of alcoholic beverages;
  - 4.3. production or marketing of pornographic content;
  - 4.4. trading explosives, weapons and ammunition;
  - 4.5. games of chance, mutual bets, slot machine games and slot machines with low prizes;
  - 4.6. production or marketing of narcotic drugs, psychotropic substances or precursors.
5. The entrepreneurs operating in the iron and steel sector, the coal sector, the shipbuilding sector, the synthetic fibers sector, the transport sector and related infrastructure as well as the energy generation sector, its distribution and infrastructure are excluded from applying.

#### **§ 4. Applications**

1. Application can be submitted from 25<sup>th</sup> of January 2021 to 31<sup>th</sup> of July 2020 (on the last day of application process until 11:59 PM UTC +1).
2. The application takes place in electronic form by completing the application form, available at [www.mitefcee.org](http://www.mitefcee.org). Sending the application form constitutes acceptance of these Regulations and submitting the Application on terms and conditions specified in the Regulations. When applying, the Applicant also undertakes to participate in the consultancy and mentoring sessions indicated by the Foundation as obligatory and accepts the proposed content of the Grant Agreement.
3. Grant Recipient in the Application may indicate one of the Key Areas of Specialization, but the Local Chapter has the right to qualify Grant Recipient for a different path than the one indicated.
4. The application must be prepared in English or Polish. Applications prepared in other languages will not be considered.
5. The Applicant is obliged to submit statements in accordance with the facts regarding all declarations listed in the application form.
6. The product, service or process solutions sent to the Foundation must satisfy the originality and individuality of the Applicant's creative activities and must not infringe on copyrights (including dependent rights), industrial property rights (including inventive rights) or personal rights of third parties. Product, service or process solutions should be free of legal defects and claims of third parties. Applicants must be the authors of their product, service or process solutions. The solutions referred to in this paragraph must be at the stage of at least MVP / POC advancement.
7. The Applicant accepts full and unlimited liability for any claims of third parties directed to the Foundation, arising in connection with the submission of product, service and process solutions.
8. Materials submitted by the Applicant together with the Application become the property of the Foundation and will not be returned to the Applicant. For the avoidance of doubt, this does not apply to intellectual property rights to the Concept, which do not transfer to the Foundation.
9. Applications are evaluated in terms of formal criteria. As part of this assessment, the Foundation may request the Applicant to provide documents confirming the fulfilment of formal criteria, within 3 business days of the date of sending the request to the e-mail address of the Applicant. Applications that are not completed, despite the summons to fill in the gaps, will be rejected.

10. The Foundation reserves the right to cancel the recruitment, in particular in the event of significant changes in legal regulations affecting the conditions for the recruitment or events of force majeure. In this case, the Applicant is not entitled to claim compensation.
11. The Applicant is obliged to disclose all documents and information regarding the idea covered by the Application and the Applicant, which should be considered important taking into account the terms and conditions of the Program set out in the Grant Agreement and the Regulations.

### **§5. Substantive assessment of Applications**

1. Obtaining a positive assessment at the stage of verification of fulfilment of formal criteria qualifies Application for further evaluation, carried out by the Local Chapter in terms of meeting the quality and substantive criteria. The Local Chapter takes into account, in particular, the following criteria: innovation, applied technologies, competitive advantages, profitability, business model and selected Participants, as well as adjustment to the needs of the Technology Recipients.
2. The Local Chapter on the basis of the substantive assessment will build a ranking list of submitted Applications.
3. The Local Chapter on the basis of the ranking list will invite selected Applicants to participate in the interviews. Invitations will be sent with a minimum of 2 days in advance. If, despite at least 2 attempts to set the date of the meeting, the Applicant fails to appear on the interview, the Local Chapter has the right to exclude the Applicant from the recruitment process.
4. The Local Chapter has the right, to agree to conduct an interview in the form of teleconference.
5. In-depth interviews are conducted by a minimum of 2 members of the Local Chapter and can be recorded in the form of audio or video recordings.
6. Each interview will be summarized in the form of an assessment card.
7. The Local Chapter will present the final ranking list of Applications, summarizing the ratings from both stages (substantive assessment and in-depth interview).
8. The Local Chapter, taking into account the final ranking list, recommendations of the Technology Recipients and possible conflicts of interest (eg directly competing Concepts), will select the Applicants invited to participate in the Program.

### **§ 6. Grant Agreement**

1. The condition for joining the Program is signing the Grant Agreement. The contract is concluded in writing.
2. If for any reason the Applicant does not decide to sign the Grant Agreement or the Foundation refuses to sign the Grant Agreement with the Applicant, the Local Chapter may indicate further Applicants from the list to participate in the Program.
3. The applicant shall not be entitled to appeal against a negative decision regarding eligibility for the Program or refusal to conclude the Grant Agreement.
4. Within up to 10 days of the day of the application process ending, the Foundation will notify the Applicants of the results of the proceedings on the e-mail address indicated by them.
5. Before concluding the Grant Agreement, the Foundation may request delivery or updating, within the prescribed period, in writing, documents necessary to conclude this agreement.

6. Failure to submit the documents necessary to conclude the Agreement within the prescribed time limit shall result in the refusal to conclude the Grant Agreement.
7. In case of refusal to sign or withdraw from signing the Grant Agreement, the Foundation will invite the next Applicant to sign the contract, in accordance with the reserve list.

### **§ 7. Participation in the Program**

1. Participation in the Program dedicated to Grant Recipients is free. Grant Recipients incur costs related to participation in the Program, such as travel, accommodation and food costs of Participants.
2. Grant Recipient undertakes to indicate in writing from 2 to 6 natural persons as its representatives, hereinafter referred to as Participants. The Participant must be over 18 years old.
3. Grant Recipient is obliged to indicate no more than 2 Participants who will take part in mentoring and consulting sessions, meetings, study visits, meetings with an individual Grant Recipient supervisor and any other events in accordance with the Program schedule. In the event that none of the Participants will be able to participate in any of the events, a replacement shall be appointed each time, the substitute may not be a person who is not another Participant indicated in paragraph 2. Detailed rules for indicating Participants and Deputies are specified in the Grant Agreement.
4. Participants will be assigned a dedicated mentor. Mentors will be market or technical experts from the Key Specialization Area to which the Grant Recipient has been assigned. The selected mentor will work with the Participants throughout the duration of the Program.

### **§ 8. Grant**

1. The Grant will be paid in tranches, in accordance with the provisions of the Grant Agreement concluded between the Foundation and the Grant Recipient.
2. The method of settlement of the Grant is defined in Annex no. 8 to the Regulations of the competition no. 1/2018 LUMP SUMS as a simplified method of expenditure settlement in action 2.5 Acceleration programs of the Intelligent Development Operational Program 2014-2020, which constitutes an attachment to these Regulations.
3. The achievement of each of the Milestones of the Program allows for the payment of a lump sum constituting an appropriate percentage of the amount of awarded Grant, i.e.:
  - a) for the 1<sup>st</sup> Milestone, the lump sum amounts to 23.00% of the Grant;
  - b) for the 2<sup>nd</sup> Milestone, the lump sum amounts to 32,00% of the Grant;
  - c) for the 3<sup>rd</sup> Milestone, the lump sum amounts to 45,00% of the Grant.
4. Costs related to the achievement of Milestones are not subject to settlement on the basis of actually incurred expenses. Expenses accounted for by lump sums are treated as incurred expenses. Grant Recipient is not obliged to collect or describe accounting documents under the Program to confirm expenditure.
5. Implementation of the Program is subject to control. Controls are planned taking into account the deadlines set for the settlement of lump sum amounts under the Program.
6. As part of the control of expenses settled using lump sums, the following are not under control: invoices, other accounting documents, payroll lists, employment contracts, civil law contracts and other Grant Recipient documents.
7. The documentation confirming the achievement of Milestones (including indicators relevant to them) is subject to control. The control consists in checking whether the Grant Recipient has and provided the

Foundation with documents specified in the Grant Agreement confirming the achievement of results, product performance or implementation of activities.

8. The Foundation may require from Grant Recipient any materials that can confirm that it has fulfilled the planned activities. The quality of the products prepared under the Concept is also subject to verification.
9. The Foundation may make available to authorized institutions all documents on the basis of which it will be possible to verify the Concept's implementation, as well as the correctness of the Foundation's application of the calculation of the amount granted.

### **§ 9. Confidentiality**

1. The Foundation, the Grant Recipient and Participants are obliged to keep all Confidential Information (as defined below), which they will come into possession of during the Program, in strict confidence.
2. Confidential Information may be disclosed when required by mandatory legal regulations, court order, administrative decision or to the scope it is necessary to implement the objectives of the Program (in particular as regards the implementation by the Foundation of its obligations regarding monitoring and reporting, control and audit, storage of documentation, as well as information and promotion).
3. The Foundation has the right to make available (publish) all content covered by the application of a given Grant Recipient (including Participants' identity, concise written descriptions of Grant Recipient and Concept, as well as a video) for any purpose related to the Program or for promotional purposes and these contents will not be considered confidential.
4. Grant Recipient undertakes that the Participants indicated by it will participate in contacts with the media and the press related to the Program. As part of this obligation, the Participant may be required to prepare a description of the Concept, to provide statements or content related to the Program or to prepare other statements for the media.
5. During the course of the Program, it will be possible to sign a confidentiality clauses or NDA agreements.

### **§ 10. Intellectual Property**

1. The Grant Recipient agrees to the use of his trade mark, the word mark, the figurative mark, or the word/figurative mark by the Foundation in marketing and informational materials related to the Program and to their use by the Foundation and the Sponsor for the purpose of carrying out the Contest and in the marketing and informational materials of the Sponsor and the Foundation that are related to the Contest.
2. By submitting participation in the Grant Recipient Program, it has not violated, does not violate and will not violate the provisions of any agreements or rights of third parties, including but not limited to patents, copyrights, trade secrets, trademarks, advertising or personal rights, and will not disclose in violation of applicable legal provisions of any confidential or proprietary information about another person or entity.
3. The Grant Recipient is entitled to the full ownership of the rights to use the intellectual property exploited as part of the Program, including in particular the ownership of proprietary copyrights or other appropriate rights to computer software, which are used as part of the concept covered by the Application. Grant Recipient has full rights to dispose of intellectual property rights referred to in the preceding sentence on its own behalf.



4. If the intellectual property referred to in paragraph 3 is used under license, Grant Recipient has an exclusive license to use the intellectual property exploited as part of the Program and has the right to grant further licenses for the use of intellectual property rights.
5. Grant Recipient declares that it has complied and abides, as well as undertakes to comply with the rules derived from the following statements, during the implementation of the Program:
  - a) as part of preparation and implementation of the idea covered by the application, the terms of the licenses granted to Grant Recipient in respect of works or computer programs used by Grant Recipient in connection with the Program were complied with;
  - b) the exercise by Grant Recipient of intellectual property rights vested in it is not the subject of a dispute, nor is there any basis for their creation;
  - c) all fees necessary for the renewal or maintenance of intellectual property rights have been paid in full, and all actions necessary to maintain and protect intellectual property rights have been appropriately undertaken;
  - d) Grant Recipient was not notified / informed in any way or obtained in any other way the information about any claims of third parties against intellectual property rights or any violation of a Program or an idea covered by the Application of third party rights through the use of intellectual property rights;
  - e) it is not aware of any infringement of intellectual property rights by third parties;
6. Grant Recipient or Participant may not use the names "Massachusetts Institute of Technology" or "MIT Enterprise Forum" nor their adaptation, modified version or abbreviation, names of faculties, or names of board members (so-called trustees), members of other bodies, students, employees or agents, or any trademark or graphic mark owned by MIT or MIT Enterprise Forum for any advertising or public purposes, without prior written consent, or else the MIT License Office or the MIT Enterprise Forum may be null and void.
7. Without the Sponsor's prior written consent, which shall be null and void unless expressed in writing, neither the Grant Recipient nor any Participant shall use the Sponsor's name, as well any adaptation or abbreviated or modified versions thereof, or the trade mark, figurative mark, or another mark owned by the Sponsor or his affiliates, in particular for marketing purposes.
8. Results that are the subject of intellectual or industrial property rights and results not subject to such protection, resulting from the participation of Grant Recipient in the Program, are owned by Grant Recipient, Grant Recipient has full rights to use the intellectual property exploited as part of the Program, including in particular proprietary copyrights or other applicable rights that are used under the Concept and have full rights to dispose of them on their own behalf.
9. The provisions of the Act of February 4<sup>th</sup>, 1994 on Copyright and Related Rights (Journal of Laws of 2018, item 1191) apply to proprietary copyrights resulting from the implementation of the Program.

## **§ 11. Obligations and Responsibility**

1. The Foundation, no person participating in the Program from the Foundation, mentors, guardians, experts, the Recipient of Technology or persons involved in the Program from the side of the Recipient of Technology will not be responsible for any losses incurred by Grant Recipient, Participants or entities

associated with the Grant Recipient personally or in capital, in connection with their participation in the Program.

2. The Foundation shall not be liable in the event of termination, delay, cancellation or annulment of the Program due to external factors or force majeure resulting in the Program becoming very difficult or impossible. These events are beyond the control and thus beyond the responsibility of the Foundation, and therefore the Foundation will be released in an appropriate proportion, without the need to pay any penalty or compensation, from its mutual obligations under the Program.
3. The Foundation's obligations and responsibilities related to running the Program have been specified in the Grant Agreement. After the end of the Program, all obligations of the Foundation towards Grant Recipient and Participants will expire. The Foundation's obligations towards the Participant or the Grant Recipient are specified only in the Grant Agreement and no other obligations exist, neither in relation to the Grant Recipient or the Participant, other than those resulting from the Grant Agreement.
4. The Grant Recipient obligations will also continue after the end of the Program to the extent to which the Regulations, the Grant Agreement or the applicable provisions of national or EU law so provide.
5. Grant Recipient is obliged to disclose all documents and information regarding the idea covered by the Application, Concept and Grant Recipient, which should be considered important taking into account the terms and conditions of the Program set out in the Grant Agreement and Regulations.

## **§ 12. Personal data**

1. The Foundation, as a data controller, processes personal data, as defined and to the extent specified in the relevant personal data protection regulations, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), as well as in other laws and regulations regulating the processing of particular categories of personal data.
2. The Foundation processes the following personal data that has been entrusted to it:
  - a) in the case of an Applicant: data of the persons authorized to represent the Applicant, data of the persons submitting the Application, and data of the persons specified in the Application (including but not limited to the persons specified as Participants), as well as the data of the other persons appointed to cooperate with the Foundation for the purpose of examining the Application;
  - b) in the case of a Grant Recipient: data of the persons specified in § 13.2.a, data of the persons representing the Grant Recipient or working on the Concept for the Grant Recipient, data of the Participants, and data of the persons appointed by the Grant Recipient to cooperate with the Foundation in connection with carrying out the Program;

in particular in terms of their identification data (first and last name, position) and contact data (telephone number, e-mail address).

3. The purpose of data collection is to carry out the Program and the events, training and mentoring sessions and meetings for Program alumni after its completion, as well as to carry out the Contest.
4. The basis for processing data is the fact of it being necessary to carry out the Program and the Contest (Article 6.1.b of the GDPR) or a legal obligation to which the data controller is subject (e.g. in terms of public aid) (Article 6.1.c of the GDPR) or the legitimate interests pursued by the Foundation (marketing

purposes, defense against claims, carrying out statutory goals and the Program) (Article 6.1.f of the GDPR).

5. The entrusting of personal data shall be a requirement for participation in the Program and in the Contest. If data is not provided, participation in the Program and in the Contest shall be impossible. By submitting the Application, the Applicant undertakes to provide the Foundation with the necessary personal data, comply with the rules concerning personal data processing and document circulation, as laid down by the Foundation, and provide all persons whose personal data is disclosed with the contact data of the Foundation and with information that their data is processed by the Foundation. The obligations referred to in the preceding sentence shall also apply to the Grant Recipient if the Applicant is accepted to participate in the Program.
6. The persons whose personal data has been disclosed in connection with carrying out the Program or the Contest shall have the right to access this data and rectify it, the right to erase the data or limit its processing, the right to object to data processing, the right to demand cessation of data processing and transferring, and the right to file a complaint with the relevant supervisory authority.
7. The data disclosed by the Grant Recipient shall not be disclosed to third parties, except for:
  - a) the personal data subject to disclosure in an application for co-financing and for the purposes of the application process concerning co-financing and financial clearing of the Program;
  - b) the personal data shared with the entities supporting the Foundation in carrying out and promoting the Program;
  - c) the personal data the Foundation is obliged, by virtue of law, to disclose to state institutions;
  - d) the personal data shared with the Sponsor in connection with carrying out the Contest.
8. The data provided by the Grant Recipient may be disclosed outside of the European Economic Area; in such a case, the Foundation shall take the relevant steps in order to protect this data, in particular by means of using the standard contractual clauses approved by the European Commission or transferring data to countries with respect to which the European Commission has issued an adequacy decision. In such a case, the persons whose data has been provided to the Foundation shall have the right to receive a copy of the relevant security measures.
9. The data provided by the Applicant or the Grant Recipient shall not be subject to profiling.
10. The personal data shall be retained for 10 (ten) years, counting from the beginning of the year following the year in which the Application is submitted (in the case of an Applicant) or for a period not shorter than the period specified in the Grant Agreement (in the case of a Grant Recipient).
11. In order to carry out the Program, the Foundation makes available to the Applicants and Grant Recipients the data of the persons appointed by the Foundation to carry out the Program and cooperate with the Applicants or the Grant Recipients and, if need be, the data of the persons appointed by the Sponsor to cooperate with the Foundation and the Grant Recipients in connection with carrying the Contest. The Applicants and the Grant Recipients shall process this data in accordance with the legal regulations concerning personal data protection.

### **§ 13. Final Provisions**

1. The Grant Recipient bears full responsibility for the actions of its representatives and Participants as for its own activities. The Foundation reserves the right to exclude any Application, Grant Recipient or Participant at any time if the Foundation believes that the assumptions, conditions, processes or rules of the Program have been violated. The Foundation's decisions are final.



2. Grant Recipient or Participants whose conduct is unethical, unlawful or may adversely affect the image of the Foundation or the Program, will be excluded from the Program at the discretion of the Foundation.
3. In the event of necessity to introduce changes in the Regulations, the Foundation publishes on the website: [mitfcee.org](http://mitfcee.org) information about its change, the current content of the Regulations and the date from which the change applies.
4. All disputes arising from these Regulations or in connection with it, subject to mandatory provisions of law, shall be resolved by Polish common courts competent for the seat of the Organizer. The provisions of the Regulations are subject to Polish law and should be interpreted in accordance with it.
5. These Regulations have been prepared in Polish and English language versions. In the event of any discrepancy between any language version, the Polish language version applies.
6. If necessary or if required by applicable law, the Regulations may be updated.
7. These Regulations shall enter into force on the day of publication.