



Regulations of the MIT Enterprise Forum CEE Acceleration Program

The regulations hereby determine the rules for recruitment and participation in the individual acceleration program “MIT Enterprise Forum CEE”.

§ 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 Start-up, will be required to meet all access conditions at least on the day of signing the Acceleration Agreement;
2. **Recipient of Technology** - it means an entrepreneur, interested in using technology or cooperating in product development (including services) of Start-ups participating in acceleration;
3. **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 Start-up, 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 Start-up, 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 Start-up or the Participant without being obliged to keep them confidential, or
 - (iii) they will be made available to the Foundation or the Start-up 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;
4. **Key Areas of Specialization** – means the industries in which Recipients of Technology specialize, as listed at the website <https://mitfcee.org/accelerator/who-should-apply/#partner-1>, specifically in Health, New Energy, Sustainability, FinTech, InsurTech, MarTech, Industry 4.0 and Smart City;
 5. **Contest** – should be interpreted as a contest called: "CVC Young Innovator Award" organized by the Foundation in cooperation with the Sponsor, whose purpose is to select a Concept with the greatest market potential, the implementation of which will bring the greatest social benefits. The contest is directed to Start-ups that meet the conditions specified in §3 of the Regulations;
 6. **Local Chapter** – should be understood as a body composed of at least 3 people: Foundation representatives and external experts, including representatives of Recipients of Technology;
 7. **Micro Entrepreneurs or Small Entrepreneurs** – should be understood as micro entrepreneur or small entrepreneur meeting the conditions set out I Annex I to Commission Regulation no. 651/2014;



8. **Foundation** – 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;
9. **Sponsor** – shall mean CVC Advisers (Polska) spółka z ograniczoną odpowiedzialnością with headquarters in Warsaw, Stanisław Małachowski Square 2, 00-066 Warsaw, entered into the National Court Register under number 0000559826, Tax Identification Number: 5223030302, REGON: 361615130, in cooperation with which the Foundation organizes the Contest and which is the sponsor of the awards in the Contest;
10. **Program** – should be understood as the individual acceleration program implemented by the Foundation “MIT Enterprise Forum Acceleration Program” dedicated to the Applicants, lasting from 1st of February 2021 to 31st of December 2021, in the form of workshops, trainings, meetings with mentors and potential investors and enterprises organized in Poland or abroad. In case of Start-ups qualified to participate in workshops and trainings organized in the Massachusetts Institute of Technology environment, they can be held in Boston, the United States;
11. **Concept** – should be understood as the Concept described in the Application;
12. **Start-up** – 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 17th 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 10th 2015 on granting financial aid under the Intelligent Development Operational Program 2014-2020 (i.e. 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 Acceleration Agreement with the Foundation;
13. **Participant** – should be understood as a natural person, that was chosen to participate in the Program by the Start-up;
14. **Acceleration Agreement** – should be understood as the agreement concluded between the Start-up and the Foundation for participation in the Program, specifying the terms of this participation. The Acceleration Agreement is the basis for participation in the Program;
15. **Application** – should be understood as a completed application form submitted via the recruitment platform placed on the mitefcee.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 Acceleration Program” is addressed to Applicants whose product, service or process solutions may potentially be applied in areas important to the Recipient of Technology and their market environment.
2. The aim of the Program is to accelerate the development of Start-ups by promoting and supporting them in the implementation of technological Concepts. The Program is aimed at providing support in the form of



workshops, mentoring services, as well as conducting the process of identifying business needs of Start-ups and providing personalized services aimed at making their development more dynamic and piloting the Concept in cooperation with the Technology Recipient. The Program includes the stage of assessment and selection of Start-ups.

3. The selection of Concepts takes place through an open recruitment announced by the Foundation. For each edition of the Program individual deadlines for the receipt of Applications will be determined.
4. Whenever the Regulations refer to the e-mail address of the Applicant/Start-up, it means an e-mail address used for correspondence between the Applicant/Start-up 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 confirmed by an entry in the relevant register;
 - 1.3. are not related to the Foundation and the Technology Recipient, which will be involved in the implementation of the Program. Such relation should be understood as a personal or capital connection allowing the Foundation, Technology Recipient or the members of their management or supervisory bodies to exercise control over the Applicant within the meaning of The Accounting Act of 29th September 1994 (Journal of Laws No. 121, item 591 as amended);
 - 1.4. have the status of a Micro Entrepreneur or Small Entrepreneur;
 - 1.5. have not obtained, by the time of concluding the Acceleration Agreement, non-repayable financing (from public or private funds) in excess of 1 million euros, the purpose of which is to contribute to the capital of the company, to acquire an equity or similar rights, including the acquisition of phantom rights or rights to binding co-determination on the core business of the Start-up;
 - 1.6. are operating for up to 5 years (from the date of its registration in the relevant register), have not been listed on a stock exchange and have not yet made a distribution of profits and have not been created as a result of the merger;
 - 1.7. 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 Acceleration Agreement;
 - 1.8. 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;
 - 1.9. 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;
 - 1.10. 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;
 - 1.11. The product, service or process solutions submitted to the Foundation in the Application must meet the prerequisite of originality and individuality of the Applicant creative activity and may not infringe



- copyrights (including derivative rights), industrial property rights (including invention rights) or personal rights of third parties. Product, service or process solutions should be free of legal defects and claims of third parties. The Applicants must be the authors of their product, service or process solutions. Solutions referred to in this paragraph must be at least at MVP/POC stage.
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. When the member of the managing body of the Start-up have been sentenced according to a final court ruling for an offence of a perjury, bribery, property crime, offence against the credibility of documents, crimes connected to trading in money and securities, business transactions, the banking system, penal fiscal offence or another offence connected with the performance of business activities or an offence committed for financial profit and when the entity has public-law debts or is the receivership or undergoing liquidation, bankruptcy or restructuring proceedings or has applied for suspension of operations;
 - 2.2. against whom a prohibition was pronounced, referred to in art. 12 par. 1 point 1 of the Act of June 15th, 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 28th, 2002 on the liability of collective entities for acts prohibited under penalty (Journal of Laws of 2015, item 1212, as amended);
 - 2.3. 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;
 - 2.4. a compulsory management or curator has been appointed in relation to them.
 3. In addition, assistance under the Program may not be granted to an entity for which there is reasonable doubt as to whether they have the right to use an innovative business idea, solution, program or other Concept submitted in the Application, or are the subject of dispute, security or claim of any third party;

§ 4. Applications

1. Application can be submitted from 1st of February 2021 to 3rd of April 2021 (on the last day of application process until 11:59 PM CET).
2. The application takes place in electronic form by completing the application form, available at 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 workshops indicated by the Foundation as obligatory and accepts the proposed content of the Acceleration Agreement. In case of amending the Regulations after an Applicant has submitted an Application in accordance with the terms set forth in § 13.3 and § 13.4, the Application will remain valid, provided that the Foundation reserves the right to ask the Applicant to complete the Application within the time and scope specified by the Foundation.
3. Applicant may indicate in the Application one of the Key Areas of Specialization, but the Local Chapter has the right to qualify Start-up for a different path than the one indicated, as well as to accept to the Program a Start-up that did not submit the Concept fitting in any of the Key Areas of Specialization.



4. The application must be prepared in English. 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 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.
7. 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.
8. 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.
9. 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.
10. 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 Acceleration Agreement and the Regulations.
11. By submitting an Application, the Applicant agrees to participating in the Contest on the relevant terms and conditions specified in the Regulations. Participation in the Program is tantamount to participation in the Contest, provided that the Applicant meets the requirements for participation in the Contest, as specified in § 8. If the Applicant is not accepted as a Program participant or fails to meet the requirements for participation in the Contest, he shall not participate in the Contest.

§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 5 days in advance. If, despite at least 3 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, in justified cases, 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. Acceleration Agreement

1. The condition for joining the Program is signing the Acceleration Agreement. The contract is concluded in writing or in document form, according to decision of the Foundation.
2. If for any reason the Applicant does not decide to sign the Acceleration Agreement or the Foundation refuses to sign the Acceleration 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 Acceleration Agreement.
4. Within 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 Acceleration Agreement, the Foundation may request delivery or updating, within the prescribed period, in writing or document form, documents necessary to conclude this agreement.
6. Failure to submit, in writing or document form, the documents necessary to conclude the Agreement within the prescribed time limit shall result in the refusal to conclude the Acceleration Agreement.
7. In case of refusal to sign or withdraw from signing the Acceleration 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 Start-ups is free. Start-ups incur costs related to participation in the Program, such as travel, accommodation and food costs of Participants.
2. Start-up 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. Start-up is obliged to indicate no more than 2 Participants who will take part in workshops, meetings, study visits, meetings with an individual Start-up 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 workshops or meetings, 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 Acceleration Agreement.
4. Participants will be assigned a dedicated mentor. Mentors will be market or technical experts from the Key Specialization Area to which the Start-up has been assigned. The selected mentor will work with the Participants throughout the duration of the Program.
5. If the Applicant meets the requirements for participation in the Contest, as specified in § 8, participation in the Program is tantamount to participation in the Contest.

§ 8. The Contest



1. During the Program, the CVC Young Innovator Award contest (the Contest) shall take place.
2. The Contest is organized by the Foundation and the awards are sponsored by CVC Advisers (Polska) spółka z o.o. (the Sponsor).
3. For the Start-up to be eligible for participation in the Contest, a person that as of the date of execution of the Acceleration Agreement is under 30 years of age shall be involved, at the Start-up's, in the development of the Concept and the involvement of that person shall be crucial for the development and implementation of the Concept. The criterion of crucial involvement in the development of the Concept shall not be met by persons whose participation in the development of the Concept is purely of administrative or technical nature.
4. The execution of the Acceleration Agreement shall mean consent to participation in the Contest. In spite of meeting the criterion specified in § 8.3, above, the Start-up shall be excluded from the Contest if, before the completion of the Program or the Payment of the Award, the Acceleration Agreement is terminated, regardless of the reasons for and manner of termination.
5. The purpose of the Contest is to select the Start-up meeting the requirement specified in § 9.3, above, whose Concept meets the following criteria to the highest degree (the "Winner"):
 - a) social impact;
 - b) quality;
 - c) market potential;
 - d) social benefits that may be achieved in the case of Concept implementation;
 - e) feasibility of the Concept's business model;
 - f) development of the Concept during the Program;additionally, the competences and involvement of the Participants in the Program and the development of the Concept will be evaluated.
6. The evaluation of the criteria specified in § 8.5 and the selection of the Winner shall be carried out jointly by the Foundation and the Sponsor. The evaluation carried out by the Foundation and the Sponsor shall be subjective and at their discretion, with no means of appeal existing.
7. The Start-up meeting the requirement specified in § 8.3 whose Concept is selected as the one meeting the criteria specified in § 8.5 to the highest degree (the Winner) shall receive an award of PLN 100,000.00 (one hundred thousand) gross (the "Award"). The Winner shall use the Award to develop or implement the Concept. The Winner may be obliged to return the Award if he uses it for a purpose different than the development or implementation of the Concept or if the Acceleration Agreement executed with him is terminated (regardless of the reasons for and manner of termination) or will be obliged to return any measures of public aid character, if they are granted under the Program.
8. There shall be only one Winner. If the obligation to return the Award arises in accordance with § 8.7, the Sponsor and the Foundation shall not be obliged to select a new Winner.
9. The Foundation and the Sponsor shall execute a separate agreement with the Winner, the subject matter of which shall be to specify the date of payment of the Award, the purpose for which it shall be used, and the terms and conditions related to its return. The execution of the agreement and the payment of the Award shall take place not later than 60 days after the announcement of the Contest results.
10. Any and all costs, fees, taxes, and other public imposts related to the granting and payment of the Award shall be covered by the Winner. The Winner acknowledges that in connection with receiving the Award, he may be obliged to pay the corporate income tax. If, in connection with the payment of the Award, the



Foundation or the Sponsor is obliged to pay any tax or other public imposts, the value of the Award shall be decreased by their value.

11. The results of the Contest shall be announced on 8th of September 2021. The Start-ups shall be notified about the results of the Contest to the correspondence addresses specified by them in their respective Acceleration Agreements. The results of the Contest shall also be published on the website and on the social media accounts of the Foundation and the Sponsor.
12. The Sponsor or the Foundation may cancel the Contest at any time, without providing a reason. The Start-ups shall have no claims vis-a-vis the Foundation or the Sponsor in connection with Contest cancellation.
13. Participation in the Contest shall not entail any fees or the need to incur any costs other than the costs of the Start-up related to participation in the Program.

§ 9. Confidentiality

1. The Foundation, the Start-up and Participants are obliged to keep all Confidential Information, 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 Start-up (including Participants' identity, concise written descriptions of Start-up 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. Start-up 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, provide statements or content related to the Program or 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.
6. The Foundation shall have the right to provide the Sponsor with Confidential Information concerning the Concept, the Start-up, and his participation in the Program, including but not limited to the content referred to in § 9.3, above, for the purpose of carrying out the Contest. The Foundation represents that the relevant agreements have been executed with the Sponsor that provide for his confidentiality obligation with respect to the Confidential Information disclosed to him.

§ 10. Intellectual Property

1. The Start-up 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 Start-up 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 Start-up 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. Start-up 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, Start-up 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. Start-up declares that the following statements have been, are, and will be true, complete, and not misleading 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 Start-up in respect of works or computer programs used by Start-up in connection with the Program were complied with;
 - b) the exercise by Start-up 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) Start-up 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. Start-up 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 consent, which shall be null and void unless expressed in document form, neither the Start-up 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 Start-up in the Program, are owned by Start-up, Start-up 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 4th, 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, 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 Start-up, Participants or entities associated with the Start-up 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 Acceleration Agreement. After the end of the Program, all obligations of the Foundation towards Start-up and Participants will expire. The Foundation's obligations towards the Participant or the Start-up are specified only in the Acceleration Agreement and no other obligations exist, neither in relation to the Start-up or the Participant, other than those resulting from the Acceleration Agreement.
4. The Start-up obligations will also continue after the end of the Program to the extent to which the Regulations, the Acceleration Agreement or the applicable provisions of national or EU law so provide.
5. The Foundation and the Sponsor shall not be liable for the damage suffered by the Start-up if the Start-up is excluded from the Contest, the Contest is canceled, or the obligation to return the Award arises. The Foundation and the Sponsor shall also not be liable for the potential damage (as well as lost profits) caused by the non-performance or improper performance of the obligations of the Foundation or the Sponsor in connection with carrying out the Contest; however, this shall not concern a situation where the damage is caused by an intentional action or inaction of the Foundation or the Sponsor.
6. Start-up is obliged to disclose all documents and information regarding the Concept covered by the Application, Concept and Start-up, which should be considered important taking into account the terms and conditions of the Program set out in the Acceleration 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 Start-up: data of the persons specified in § 13.2.a, data of the persons representing the Start-up or working on the Concept for the Start-up, data of the Participants, and data of the persons appointed by the Start-up 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, workshops, 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 Start-up 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 Start-up 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 Start-up 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 Start-up 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 Acceleration Agreement (in the case of a Start-up).
11. In order to carry out the Program, the Foundation makes available to the Applicants and Start-ups the data of the persons appointed by the Foundation to carry out the Program and cooperate with the Applicants or the Start-ups and, if need be, the data of the persons appointed by the Sponsor to cooperate with the Foundation and the Start-ups in connection with carrying out the Contest. The Applicants and the Start-ups shall process this data in accordance with the legal regulations concerning personal data protection.

§ 13. Final Provisions



1. The Start-up 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, Start-up 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. Start-up 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, including, in particular, connected to obtaining additional public funding for the implementation of the Program the Foundation publishes on the website: mitefcee.org information about its change, the current content of the Regulations and the date from which the change applies. Except as otherwise provided in the amended Regulations, previously submitted Applications shall be evaluated by the Foundation and the Local Chapter in accordance with the provisions of the amended Regulations.
4. In case changes to the Application are required due to the change in the Regulations, the Foundation will notify Applicants on the mitefcee.org website and by correspondence to the email addresses indicated by the Applicants affected by the changes in the Application.
5. In case of the change in the Regulations, the Applicant has the right to withdraw from the Program, but no later than upon signing the Acceleration Agreement.
6. 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.
7. 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.
8. If necessary or if required by applicable law, the Regulations may be updated.
9. These Regulations shall enter into force on the day of publication.