

Project Regulations - Connect Poland Prize

This document sets out the principles of the Connect Poland Prize project (hereinafter CPP), in particular the rules for the conduct of calls, evaluation of Applications and cooperation of the Operator with start-ups under acceleration programmes. The CPP project is implemented under the Operational Programme Intelligent Development 2014-2020, Priority Axis 2: Supporting the environment and business potential for R&D&I, Measure 2.5: Acceleration programmes - Poland Prize.

§ 1 Definitions

Whenever referred to in this document:

1. **The Agency or PARP** - it should be understood as the Polish Agency for Enterprise Development with its seat in Warsaw, (00-834 Warsaw), Pańska 81/83 Street.
2. **Acceleration** - shall mean professional activities implemented by the Accelerator for Start-ups, described in the Individual Acceleration Plan, leading to the development of a start-up product to enable pilot implementation of the start-up solution at a Technology Recipient and/or capital acquisition from the Investor.
3. **The Operator or the Accelerator** - shall mean the Lubelski Park Naukowo-Technologiczny Spółka Akcyjna, with the registered office in Lublin (20-262 Lublin), 3 Dobrzańskiego Street, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Lublin-Wschód in Lublin with the registered office in Świdnik, VI Economic Department of the National Court Register under the number 0000228715, NIP: 7122914578, REGON: 060005172
4. **Application or Application Form** - shall be understood as a set of documents submitted by the Applicant containing information necessary for formal and content-related appraisal and substantive assessment;
5. **Applicant** - shall mean the founder, or the team of founders, of a start-up that fulfils the following conditions:
 - a. submitted an Application to the CPP Project using the form available on the website www.polandprize.lpnt.eu or www.lpnt.pl
 - b. has full rights to the business idea submitted in the Application.
 - c. has accepted the provisions of these Regulations.
 - d. is not excluded from receiving public funds, in particular from the European Regional Development Fund
 - e. intends to establish and register a commercial company under the CPP, in order to implement a business idea which has not been commercialised in Poland so far.
6. **Concierge** - means a qualified Start-up supervisor accredited by the Accelerator, whose task is to guide a Start-up through the Soft-Landing and Development stages to ensure proper implementation of the Grant Agreement. Any Concierge fees are covered by the grant awarded for the Soft-Landing and Development stage.

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7. **The Grantee or Start-up** - it should be understood as the Applicant meeting the conditions specified in Article 22(2) of the Commission Regulation No. 651/2014 and in § 21 of the Regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial aid by the Polish Agency for Enterprise Development under the Operational Programme Intelligent Development 2014-2020, which was selected through the call for the Accelerator Programme, registered a commercial company in Poland and concluded the Grant Agreement with the Accelerator;
8. **Individual development plan** - means the plan of work of the accelerator with a given start-up, lasting no longer than 3 months from the date of conclusion of the grant contract for the implementation of Soft-landing and Development activities, including bridging activities to provide the start-up with conditions necessary to start proper business activities and individualized actions necessary to develop the start-up's activity in Poland; described in the Individual Development Plan Detailed Budget and Individual Development Plan Schedule (HIPR).
9. **Individual Acceleration Plan** - should be understood as a plan of work of the Accelerator and Business Partner within a given start-up, lasting no longer than 10 months from the date of concluding the Grant Agreement for the implementation of the Acceleration Measure, covering professional activities leading to the development of a start-up's product, aimed at enabling a pilot implementation of the start-up's solution towards a Technology Recipient and/or acquiring capital from an Investor; described in the Detailed Budget of the Individual Acceleration Plan and the Schedule of the Individual Acceleration Plan (HIPA).
10. **Investor (investment fund)** - is to be understood as an entity conducting collective investment in transferable securities or other forms of investment.
11. **Technology recipient** - shall mean an entity that establishes cooperation with a start-up under the acceleration measure, interested in implementing the start-up's solution.
12. **Business Idea** - is to be understood as an innovative business venture described in the Application. The implementation of which will take place as a result of participation in the Acceleration Programme.
13. **Development** - should be understood as the process of preparing a Business Idea to commence business activity in Poland. This process includes team building, competence building or establishing business relations.
14. **Soft-landing** - should be understood as activities of a bridging nature. They are aimed at providing start-ups with the necessary conditions for the commencement of proper business activity, including inter alia, support for the "concierge" (dedicated advisor - guardian of the start-up).

§ 2 Acceleration Programme

1. The acceleration programme is put to start-up teams coming from outside of Poland, who, by joining the programme, express their intention to establish and register in the territory of the Republic of Poland a commercial company in which at least 50% of the shares will be held by natural persons who are not Polish citizens, and at least one member of the company's management board is not a Polish citizen.
2. The aim of the Acceleration Programme is to select and finance Business Ideas that meet the Programme criteria to the greatest extent so therefore have the highest chance of achieving commercial success and cooperation with Investors and Technology Recipients involved in the Programme.
3. Access to the Acceleration Program is free of charge for Start-ups. Start-ups shall bear the costs related to the participation in the Programme, such as travel costs, accommodation and meals.
4. The accelerator programme is implemented in the following areas of specialisation: pharmaceutical biotechnology, bioeconomy and industrial internet of things (IIoT).
5. Communication within the Programme shall be in English by electronic means, with project documentation being prepared in both English and Polish.
6. The accelerator programme runs from 1 July 2021 to 31 October 2023 and consists of 4 rounds of recruitment for the programme.
7. The selection rounds shall take place according to the timetable available at www.polandprize.lpnt.eu & www.lpnt.pl.

§ 3 Applying for the programme

1. The application to the CPP Accelerator Programme is made exclusively by completing the electronic application form available at www.polandprize.lpnt.eu & www.lpnt.pl.
2. Material submitted through other channels is not considered an application and is therefore not subject to registration and evaluation.
3. It is only possible to apply during the open call round, i.e. within the deadlines specified at the website www.polandprize.lpnt.eu & www.lpnt.pl.
4. Any information provided as part of the Application is confidential and will only be used for the purposes of evaluating and implementing the Accelerator Programme.
5. The application to the programme should be fully complete, i.e. contain all information necessary to assess the business idea(s).
6. In the event of finding deficiencies in the Application, the Operator shall request the Application to be supplemented once within the identified time frame. If the Application is not submitted within the required time limit, it shall not be assessed.
7. A given Business Idea may be submitted to the Acceleration Programme once

within one round of calls.

§ 4 Evaluation of applications

1. Evaluation of the Application consists of two stages - Formal and Content-related.
2. The formal assessment concerns the possibility of granting support under the Acceleration Programme. It focuses on the verification of the Application on the basis of the following formal criteria specified in the Annex entitled Selection Criteria for Grantees.
3. The criteria within the formal assessment are of a zero-one nature.
4. In order to be subject to substantive assessment, an application must meet all formal assessment criteria, i.e., obtain 10 points.
5. The formal assessment takes 3 weeks (21 days) from the end of the call round..
6. The list of projects selected for substantive appraisal will be published at www.polandprize.lpnt.eu & www.lpnt.pl.
7. The quality assessment is qualitative and aims to select the most suitable Business Ideas for participation in the Acceleration Programme.
8. The substantive assessment is carried out in 2 stages:
 - a. Stage 1 - Substantive appraisal of the Application,
 - b. Stage 2 - Panel of experts.
9. The substantive assessment will be carried out on the basis of substantive criteria defined in in the Annex Criteria for selecting grant beneficiaries.
10. In order for a project to be recommended for participation in the Accelerator Programme, it must obtain the minimum score specified for each of the substantive criteria and no less than 26 points in total.
11. At Stage 2 of the substantive assessment, the Applicant will be required to present his/her Business Idea. The experts have the right to ask questions, require additional documents or performance of specific tasks allowing verification of the potential under criteria A - D of the technical assessment.
12. In one round of call no more than 14 Business Ideas will be selected to participate in the Acceleration Programme.
13. The result of the work of the Panel of Experts is a list of Business Ideas recommended for participation in the programme as well as a standby list with Business Ideas meeting the minimum requirements specified in para. 10, but which have not qualified for the recommended list.
14. The list of Business Ideas recommended for participation in the programme is published within 60 days from the closing date of the calls on the website www.polandprize.lpnt.eu & www.lpnt.pl.

15. Business Ideas from the reserve list will be recommended for participation in the Acceleration Programme in the event of resignation another Business Idea or the inability to implement the Acceleration Programme by Business Ideas from the recommended list.
16. If the Business Idea remains on the reserve list until the next round of calls begins, it can apply for participation in this round. The Business Idea in this situation is not subject to re-evaluation, and the result of the previously conducted evaluation is taken into account in creating the list of Business Ideas recommended for participation in the programme.
17. Each participant will be informed of the outcome of the evaluation via e-mail.
18. There is no right of appeal against the outcome of the assessment.

§ 5 Participation in the Acceleration Programme

1. In order to join the Acceleration Programme, it is necessary to sign the Grant Agreement.
2. The Grant Agreement shall define all the rights and obligations of the Accelerator and the Grantee.
3. The beneficiary is obliged to implement the grant project specified in the grant agreement in accordance with its provisions.
4. The grant award agreement shall be concluded in writing.
5. In order to conclude the grant contract, the Accelerator will contact the Applicants via e-mail to obtain the documents necessary for drawing up the agreement for grant award. As part of this step, the Accelerator may require documents confirming the fulfilment of the conditions for participation in the Programme.
6. In the case of failing to provide the required documents or present any inconsistency with the information presented in the Application, the Accelerator has the right to withdraw from signing the Grant Agreement.
7. In order to sign the grant contract, the Accelerator will agree with the Start-up and approve Individual Development Plans and Individual Acceleration Plans, which are annexes to the grant contract for Soft-landing respectively.
8. The Individual Acceleration Plans must be agreed and approved by the Business Partner.
9. Both the Soft-landing and Development grant, and the Acceleration grant, constitute aid for start-up entrepreneurs and are granted in accordance with the Regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial aid by the Polish Agency for Enterprise Development under the Operational Programme Intelligent Development 2014-2020 (DZ.U. of 2015, item 127).
10. The assistance shall be granted corresponding with the establishment and payment by the Grantee for the proper performance of obligations resulting from the Grant Agreement for the implementation of the Soft-landing and Development Activities, and the Grant Agreement for the implementation of the Acceleration Activity.

11. Security may take the form of a blank bill of exchange together with a bill of exchange declaration, or a declaration on voluntary submission to the enforcement of executions pursuant to Article 777(1)(5) of the Code of Civil Procedure.
12. The maximum financial assistance granted to a single Start-up under the Acceleration Programme is PLN 300,000.00 (three hundred thousand zloty), which includes up to 50,000.00 zloty for the implementation of Soft-landing and Development activities and up to 250,000.00 zloty for the implementation of Acceleration.
13. The actual value of awarded grants is related to the verification and acceptance by the Accelerator demand for funding of the Business Idea and is defined in the Individual Development Plan / Individual Acceleration Plan. The actual value of the grants that are awarded may not be higher than the maximum financial aid specified.
14. VAT cannot be financed nor deducted from the grant.
15. The grant shall be paid in installments, according to the rules set out in the Grant Agreement, once Start-up has met the milestones set out therein; or as an advance payment for the achievement of a given milestone.
16. The implementation of the Individual Development Plan and Individual Acceleration Plan, including meeting milestones is monitored by the Accelerator under the grant agreement.
17. The Accelerator has the right at any time during the implementation of the grant agreement by the Start-up, as well as during the project settlement period to inspect and/or audit the performance of the agreement. The Start-up is obliged to submit to such actions and make available all documents and explanations in the required range.
18. If irregularities are found in the implementation of the grant project by a Start-up, in particular in the case of failure to carry out the project in accordance with the grant agreement, the Start-up is obliged, at the request of the Accelerator, to reimburse the grant with the percentage for tax arrears calculated from the date of grant payment to the date of reimbursement.
19. The Accelerator is entitled to terminate the Grant Agreement if it identifies irregularities or other failures in the Start-up's implementation of the provisions of the Grant Agreement.

§ 6 Soft-Landing & Development

1. Soft-Landing and Development is a stage that aims to prepare Start-ups to run their Business Idea in Poland.
2. The scope of the Soft-Landing and Development stage includes, but is not limited to
 - a. Concierge services;
 - b. Services related to the Start-up's settlement in Poland and its acclimatisation;
 - c. Business services related to the adaptation of Polish economic conditions
 - d. Accounting, legal, advisory and promotional services

- e. Support in team building, expanding competences, establishing business relations.
3. The basis for the performance of tasks in the Soft-Landing and Development stage, and thus the specific scope of support, is defined in the agreement between the Start-up and the Accelerator agreement and Individual Development Plan.
4. A required part of the Soft-Landing and Development stage is the employment of a Start-up Concierge.
5. The Concierge is selected in accordance with the relevant procurement procedure from among candidates proposed by the Accelerator.
6. The Soft-Landing and Development phase lasts no longer than 3 months from the moment of concluding the agreement
7. The end of the Soft-Landing and Development stage is the Connect Start Demo Day event, where Start-ups will have the opportunity to present their Business Ideas in front of an audience, and in particular to Business Partners and Investors.
8. To finance activities related to the Soft-Landing and Development stages, under the agreement of a grant contract, a grant shall be awarded for the maximum amount of PLN 50,000.
9. The rules for payment, use and settlement of the grant are set out in the grant agreement.
10. The execution and settlement of the grant agreement for the Soft-Landing and Development stage is a requirement but does not guarantee participation in the Acceleration stage. The requirement for participation in the Acceleration stage is establishing documented cooperation with a Business Partner (Technology Recipient) or concluding a pre-investment agreement with an Investor at the Development stage.

Participation in the Acceleration stage requires a positive recommendation from a Business Partner regarding the feasibility of the business idea as well as its chances of implementation on the Polish market.

§ 7 The Rules of the Acceleration Programme stage

1. The Acceleration stage is aimed at preparing Business Ideas with the cooperation of Business Partners and Accelerator's staff to be implemented by a Technology Recipient or to obtain financing from an Investor.
2. The Acceleration stage consists of:
 - a. Mentor services;
 - b. Accounting, legal, advisory services;
 - c. Business and research and development services related to the development of the Business Idea, including, but not limited to, business design principles and tools, market and competition analysis. Business and R&D services related to the development of a Business Idea, include, among others: principles and tools of business design, market and competition analysis, MVP building, product design, financial aspects of running a business in Poland, branding and effective product presentation.

3. The basis for the implementation of tasks under the Acceleration stage, and thus the specific scope of support, is set out in the grant agreement drawn up between the Start-up and the Accelerator, and the Individual Acceleration Plan.
4. The scope of the Individual Acceleration Plan must be approved by the Start-up, Accelerator and Business Partner.
5. A necessary element of the Acceleration stage is for Start-up's to employ a Mentor and establish cooperation with a Business Partner interested in implementing the Business Idea in their business or investing in a Start-up.
6. The list of Business Partners cooperating with the Accelerator is available at www.polandprize.lpnt.eu & www.lpnt.pl.
7. The mentor leader is selected in accordance with the relevant procurement procedure from among the candidates proposed by the Accelerator.
8. The Acceleration Phase shall last no longer than 10 months from the conclusion of the Grant Agreement and may be suspended once in the event that significant obstacles in the implementation of the Acceleration Programme are identified.
9. The Acceleration stage ends with a test implementation or validation of the solution at the Technology Recipient or with the fulfilment of the conditions included in the pre-investment agreement. It is a condition for the execution and settlement of the Grant Agreement.
10. Start-ups that complete the Acceleration stage are required to present themselves at a Connect Demo Day event organised after each round of the Acceleration programme.
11. To finance activities related to the Acceleration stage, on the basis of a grant contract, a grant is awarded in the maximum amount of PLN 250 000.
12. The rules for payment, use and settlement of the grant are laid down in the grant agreement.

§ 8 Confidentiality

1. The Start-up, its team members and the Accelerator must keep any Confidential Information strictly confidential (as defined below) which comes into their possession during their participation during any stage of the Accelerator Programme.
2. "Confidential Information" means:
 - a. Any information concerning the Business Ideas of the other Start-ups involved in the Accelerator Programme
 - b. Information concerning Business Partners involved in the Acceleration Programme, which has economic value and is not disclosed to the public, about which necessary measures have been taken to maintain its confidentiality, and the disclosure of which may expose the Business Partner to damage, in particular information of a financial, economic, economic, legal, technical, organisational, commercial, administrative, marketing nature, including those relating to the Business Partner, as well as other entities, in particular those with which the

Business Partner remains in a relationship of confidentiality, with whom the Business Partner remains in a dominant or dependent relationship and with whom it has capital or contractual ties

- c. Information otherwise considered confidential, regarding the Acceleration Program, that may be transmitted to Start-up in the course of the Program, or has been or will be otherwise obtained by Start-up in connection with participation in the Program, regardless of whether the transmission is oral, written or of any other form, including all notes, reports, analyses, compilations, forecasts, studies, summaries and other material.
3. The Accelerator, after agreeing with the Start-up the extent, has the right to publish the contents of the Application of a given Grantee (in particular the identity of its representatives, brief descriptions of the Start-up and the Business Idea) for the purpose related to the implementation of the Program or for promotional purposes, and this content will not be considered confidential.
4. During the Programme it will be possible to sign confidentiality or non-disclosure agreements (NDA).

§ 9 Intellectual property

1. Business Ideas presented to the Accelerator may not infringe copyright (including subsidiary rights), industrial property rights (including invention rights) or personal rights of third parties. Product, service or process solutions should be free from legal defects and claims of third parties.
2. The Applicant assumes full and unlimited liability for any claims of third parties against the Accelerator, and arising in connection with the application of product solutions, services and processes.

§ 10 Personal data

1. The administrator of any personal data of the Applicants is the Accelerator.
2. Personal data will be collected and processed in accordance with 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 for the purposes of implementing the Connect Poland Prize Accelerator Programme.
3. The Accelerator's Data Protection Officer can be contacted by telephone on: 504 013 118 and via e-mail: bartosz.starzomczyk@dataaudit.pl
4. A condition for participating in the Accelerator Programme is the Applicant must give their consent to the processing of their personal data included in the application form.
5. The Accelerator states that personal data of Participants will be shared with the Agency and Business Partners on the basis of separate agreements on personal data processing.

§ 11 Final provisions

1. The most recent version of the Rules of Procedure is available at www.polandprize.lpnt.eu & www.lpnt.pl
2. The Regulations in their present wording apply as of 01.07.2021.
3. The Accelerator has the right to amend these Regulations. Any changes to the Rules require publication on the websites www.polandprize.lpnt.eu & www.lpnt.pl.
4. In the case of ambiguity in the provisions of the regulations, the Accelerator, at the request of the Applicant is obliged to provide a binding interpretation of the disputed provision.
5. The Accelerator reserves the right to cancel the call round, in particular in the case of significant changes in laws affecting the conditions for carrying out the call or force majeure events. In this case, the Applicant is not entitled to claim compensation.
6. The Accelerator is not responsible for the actions of the Accelerator Programme participants.