

Rules and Regulations of the KPT Poland Prize Acceleration Programme

These Rules and Regulations set out the rules for the recruitment and participation of projects for the KPT Poland Prize Acceleration Programme

§1 Definitions

These Rules and Regulations use the following terms in the meanings specified below:

1. **Agency** – the Polish Agency for Enterprise Development (Polish: Polska Agencja Rozwoju Przedsiębiorczości), which is the intermediary body responsible for the implementation of Measure 2.5 Acceleration Programmes – Poland Prize, as part of the Smart Development Operational Programme 2014–2020.
2. **Accelerator** – Krakowski Park Technologiczny spółka z ograniczoną odpowiedzialnością (Kraków Technology Park, KPT sp. z o.o.) with registered seat in Kraków (30-394 Kraków, ul. Podole 60), entered into the National Court Register at No. 0000058058, being the organiser and operator of the Acceleration Programme.
3. **Application** – a correctly filled in and submitted application form, available at <https://www.kpt.krakow.pl/en/startups/poland-prize-powered-by-kpt/> with a presentation of the Project specifications in the form of an original presentation, description, multimedia presentation or any other form combining the ones mentioned above. The content of the application must allow assessment according to the criteria for project selection in the KPT Poland Prize Acceleration Programme.
4. **Stage** – the Stage of the Acceleration Programme in which the Startup participates or intends to participate; the Stage I consists of the Soft-Landing Stage (comprising actions necessary for the Startup to start its business activity in Poland) and the Development Stage (activities necessary for the Startup to develop its business activity). The Stage I is conducted on the grounds of the Schedule and Detailed Budget of the Individual Development Plan, Polish: Indywidualny Plan Rozwoju, (IPR) defining the Startup's objectives intended for the Soft-Landing and Development stages and the planned costs. The Stage II is the Acceleration Stage (with actions necessary for the pilot implementation of the Startup's solution with the Recipient of Technology cooperating with the Startup, or for acquiring capital from the Private Investor cooperating with the Startup) and is carried out on the grounds of the Schedule and Detailed Budget of Individual Acceleration Plan (Polish acronym: IPA), which defines the objectives that the Startup wants to achieve in the Acceleration and the planned costs.
5. **Grant** – support (public aid) in the form of money transferred to Startups participating in the Acceleration Programme in tranches.
6. **Individual Acceleration Plan (IPA)** – the plan of work with a given startup for the accelerator and business partner, lasting no longer than 10 months from the date of concluding the grant agreement for the conducting the Acceleration, comprising professional activities leading to the development of the startup's product, and aimed at enabling a pilot implementation of the startup's solution in a Technology Recipient and/or acquiring capital from an Investor.

7. **Individual Development Plan (IPR)** – the plan of work of the accelerator with a given startup, lasting no longer than 3 months from the date of concluding the grant agreement for the implementation of Soft-Landing and Development activities, including bridging activities to ensure necessary conditions for the startup to start an adequate business activity and individualised actions necessary to develop the startup’s activity in Poland;
8. **Private Investor** or **Investor** – a business partner - an investment fund interested in making an investment in the Startup, and cooperating with the Startup for this purpose during Stage II.
9. **Milestone** – an objective indicator confirming the achievement of the objectives envisaged under the Individual Development Plan (Polish acronym: IPR) or Individual Acceleration Plan (IPA). The sum of the Grant provided for a specific Milestone may only be paid should the Milestone have been successfully achieved; nonetheless, it may be paid in advance, before confirmation of its achievement, as an advance payment.
10. **Recruiting Committee** – a body composed of representatives of the Kraków Technology Park, who use substantive criteria and recommendations of the Panel of Experts to decide about the selection of participants in the Acceleration Programme.
11. **Technology Recipient (Polish acronym: OT)** – a business partner (e.g. a large or medium enterprise, public sector entities) interested in the pilot implementation of the Startup’s solution and cooperating for this purpose with the Startup at the Stage II.
12. **Panel of Experts** – a body of experts committed to maintaining impartiality in the substantive assessment, and conducting individual interviews with selected Startups to precise and clarify the relevant issues described in the Application. The Panel consists of representatives of the Accelerator, industry experts representing the Business Partners, and external experts. Their recommendations will be forwarded to the Recruiting Committee which shall make the final decision on selection of participants for the Acceleration Programme.
13. **Business Partner** or **Partner** – an entity that starts cooperating with a startup, interested in implementing the startup’s solution and/or making a capital investment. Business Partners in the Acceleration Programme operate as technology recipients (e.g. large or medium-sized enterprise, public sector entities) or investors (investment funds) which will be involved at the Stage II (Acceleration) in the form and extent agreed with the Accelerator and the Startup.
14. **Assistance** - shall be construed as the assistance for startup entrepreneurs referred to in Chapter 4 of the Regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial assistance by the Polish Agency for Enterprise Development under the Smart Development Operational Programme 2014–2020, granted to the Startup by the Accelerator in the form of a grant.
15. **Acceleration Programme** – a programme aimed at determining individual needs of a given Startup and appropriate adjustment of acceleration activities to these needs to boost its development. The Acceleration Programme is particularly focused on supporting Startups on the Industrial Internet of Things (IIoT) industry paths. As part of the Acceleration Programme, a Startup will participate at the Development Stage, lasting a maximum of 3 months, and optionally at the Acceleration Stage, lasting a maximum of 6 months. After the successful completion of the Acceleration Stage, the Startup can participate in post-acceleration activities. The purpose of the Startup’s participation in the Acceleration Programme is to prepare startups for commercial cooperation with Technology Recipients and/or acquisition of funding from Investors.
16. **Project** – the venture described by the Startup in its Application.

17. **Startup or Final Beneficiary** – a person (originator), a team of people or an entity operating on the market for a maximum of 5 years counted as of the date of signing the grant agreement (Acceleration Agreement), who has submitted an Application to the Acceleration Programme and wants to participate in it: an entity referred to in Art. 35 section 3 of the statute (Act of 11 July 2014 on the principles of implementation of cohesion policy programmes financed in the financial perspective 2014–2020), a micro- or small entrepreneur meeting the conditions set out in Art. 22 of the EC Regulation No. 651/2014 (not listed on the stock exchange for up to five years after their registration, that has not yet distributed its profits and has not been established through a merger), meets the conditions specified in §21 of the POIR Regulation (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 Smart Development Operational Programme 2014–2020), and operates in the form of a company, in which at least half of the shares or stocks are held by persons of other than Polish citizenship and at least one member of the company’s management board does not hold Polish citizenship, that, moreover, has been qualified for the KPT Poland Prize Acceleration Programme and has signed an Acceleration Agreement with the Accelerator.
18. **Acceleration Agreement** – the contract on entrusting a grant concluded between the Accelerator and the Startup, under which the Startup participates in the Acceleration and Post-Acceleration Programme, which furthermore defines the terms and conditions of such participation both at the Stage I (Soft-Landing and Development) and at the Stage II (Acceleration).
19. **Support** – the support provided to a Startup in accordance with the provisions of the grant agreement (acceleration agreement) concluded between the Startup and the Accelerator, in the form of cash (grant), which the Startup uses to finance the activities envisaged at the Development Stage and the Acceleration Stage budgets for the development of the Project submitted in the Application, including financing the advisory services provided for the Startup.

§2 General provisions

1. The KPT Poland Prize Acceleration Programme is open to Startups which product, service and/or process solutions can potentially be applied in areas of identified needs and challenges and/or in the supply chain or in a Business Partner’s investment areas, in particular in Industrial Internet of Things (IIoT) / Augmented Reality (AR), and Artificial Intelligence (AI) industry paths, being the areas that involve solutions that meet the OT needs and the investment areas of Investor focused on Industry 4.0 and GameDev. The industry paths are related to the Polish National Smart Specialisations: 9 Electronics and Photonics, 10 Smart Networks, and ICT and Geo-Information Technologies, 11 Printed, Organic, and Flexible Electronic Equipment, 12 Technological Process Automation and Robotics, and 13 Smart Creative Technologies.
2. The purpose of the KPT Poland Prize Programme is to select Startups and their Projects that will contribute most to the initiating and/or expanding the scope of cooperation of micro and small entrepreneurs with Industry 4.0 and GameDev technology receivers and investors.
3. Projects are selected through an open call published by the Accelerator.
4. In case a Startup does not have Polish company, incorporated in accordance with the Rules and Regulations of the Poland Prize programme, it must set up or own such an entity to sign the Acceleration Agreement.

5. The maximum support (aid) grantable to a single Startup is PLN 300,000 (say: three hundred thousand PLN), while the maximum value of support at the Stage I (Soft-Landing and Development) is PLN 50,000 (say: fifty thousand PLN), and the maximum value of support at the Stage II (Acceleration) PLN 250,000 (say: two hundred and fifty thousand PLN). The value of the support for a particular Startup at a given stage is determined adequately to the individual needs in the budget for that stage, approved by the Accelerator and Startup, and, in case of the Stage II, also by the Business Partner. The Accelerator may indicate (grant) a value of support lower than maximum, in particular if the number of Startups approved for the Acceleration Programme exceeds the one originally planned.

§3 Entities eligible to apply for support under the KPT Poland Prize Programme

1. The KPT Poland Prize programme is addressed to the entities that:
 - 1.1. meet the definition of a Startup
 - 1.2. meet, or will meet no later than on the date of signing the Acceleration Agreement, the definition of a micro or small entrepreneur as set out in Annex I to EC Regulation No. 651/2014
 - 1.3. will have their business activity registered in the territory of the Republic of Poland no later than on the date of signing the Acceleration Agreement
 - 1.4. have no capital or personal relationship with the Accelerator and/or Business Partner to be involved in the Programme and cooperate with the given Startup
 - 1.5. have the exclusive right to dispose of the innovative solution described in the Application submitted to the Programme, and have the right to fully transfer it in their own name.
2. The aid granted under the KPT Poland Prize Programme cannot be granted to an entity disqualified from receiving the Support, in particular:
 - 2.1. disqualified from receiving the Support pursuant to Art. 6b section 3 of the Act of 9 November 2000 on the establishment of the Polish Agency for Enterprise Development
 - 2.2. disqualified from receiving the Support in accordance with Art. 35 section 4 of the Implementation Act (Act of 11 July 2014 on the principles for the implementation of programmes on cohesion policy financed in the financial perspective 2014–2020)
 - 2.3. disqualified from receiving the Support on the grounds of Art. 207 of the Act of 27 August 2009 on public finances
 - 2.4. against which the prohibition referred to in Art. 12 section 1 item 1 of the Act of 15 June 2012 on the effects of delegating work to foreigners unlawfully residing on the territory of the Republic of Poland and/or the prohibition referred to in Art. 9 section 1 item 2a of the Act of 28 October 2002 on the responsibility of collective entities for acts prohibited under penalty was pronounced
 - 2.5. which is an “undertaking in difficulty” as defined for the EU state aid rules, in particular Art. 2 item 18 of EC Regulation No 651/2014
 - 2.6. obliged to repay the aid resulting from a decision of the European Commission declaring the aid unlawful and incompatible with the internal market;
 - 2.7. in cases indicated in §4 section 3 of the POIR (Regulation of the Minister of Infrastructure and Development of 10 July 2015 on granting financial aid by PARP under the Smart Development Operational Programme 2014–2020), and/or in Art. 1 section 2 of EC Regulation No. 651/2014 and in Art. 3 section 3 of EC Regulation No. 1301/2013.
3. Furthermore, the aid under the KPT Poland Prize Programme cannot be granted to an entity:

- 3.1. in respect of which there is a reasonable doubt concerning its ownership of the rights to dispose of the innovative solution submitted in the Application or the rights are the subject of dispute, security or claim by any third party
- 3.2. undergoing rehabilitation proceedings
- 3.3. that has received the support for the same Project in a call conducted by an accelerator other than Krakowski Park Technologiczny sp. z o.o., implementing an Acceleration Programme from funds obtained as part of Measure 2.5 Acceleration Programmes – Poland Prize, financed from the European Regional Development Fund under the Smart Development Operational Programme 2014–2020
- 3.4. which has received the support for the same Project from other public funds.
4. The financial aid may not be granted for activities relating to:
 - 4.1. the manufacture, processing, and/or marketing of tobacco and tobacco products
 - 4.2. the production and/or marketing of alcoholic beverages
 - 4.3. the production and/or marketing of pornographic content
 - 4.4. trading in explosives, arms and ammunition
 - 4.5. games of chance, pari-mutuel betting, and slot machines and low-value machine games
 - 4.6. the manufacture and/or marketing of narcotic drugs, psychotropic substances and/or precursors.
5. Entrepreneurs operating in the iron and steel sector, the coal sector, the shipbuilding sector, the synthetic fibres sector, the transport sector and its related infrastructure, and the energy generation, distribution and infrastructure sector are excluded from the application.

§4 Application procedure

1. Applications may be submitted from the 16th of July to the 9th of September (by 23:59 CET on the last day of the call). However, the Accelerator may extend the deadline, depending on the quantity and quality of the incoming applications and the defined areas of interest of the Business Partners, to increase the chances of obtaining applications for the largest possible number of defined areas of interest.
2. The Application is made electronically by filling in the application form available from the website <https://www.kpt.krakow.pl/en/startups/poland-prize-powered-by-kpt/>.
3. The application must be drawn up in English.
4. The Startup is required to make factually correct statements about all the issues mentioned in the application form.
5. The Startup has the option of editing, reediting, and amending its online Application until the last day of the call (by 23:59 CET) as defined in §4 section 1 above. Submission of the Application must be confirmed by pressing the “Submit application” button. No further editing is possible once this has been done.
6. The submitted Applications are first evaluated for compliance with the formal criteria. As part of this assessment, the Accelerator may ask the Startup to provide documents that confirm the meeting of the formal criteria within 3 working days from the date of such a request being sent to the Startup’s email address. At this stage, verification focuses especially on whether the Startup Project responds the specific challenges defined by Business Partners. Applications containing the responses to the specific challenge shall be forwarded to the Business Partner which defined the challenge for review. Additionally, the Startup will be reviewed to verify whether it is an industry startup, i.e. if it fits the paths described in §2 section 1 of these Rules and Regulations.

7. Any application remaining not supplemented despite the request to complete the application, will be rejected for formal reasons and shall not be subject to substantive evaluation.
8. The formal assessment verifies whether 1) the Startup submitted the Application by the deadline, 2) the Application was submitted on the application form, and all the fields were filled in in English, 3) the information provided in the Application allows to determine the answer to the challenge defined by a specific Business Partner, 4) the content of the Application comprises all the information necessary for the substantive analysis of the Startup (e.g. information about the originators, the advancement of the product, etc.). Obtaining a positive assessment at the stage of verifying the formal criteria qualifies the Application for further evaluation of meeting the substantive criteria. The criteria for formal and content-related appraisal are set out in the Appendix 1 to these Rules and Regulations.
9. The substantive assessment is based on the analysis of information, documents and/or information provided by the Startup at the request of the Accelerator and in the course of interviews conducted by the Panel of Experts. The Recruiting Committee uses the information contained in the Application to select Startups to be interviewed (in-depth interviews). At this stage, all Applications are evaluated for their substantive content. The Applications of the Startups not selected for the interview stage shall not be evaluated further. Evaluation of the Applications approved for the next stage of the recruitment process is of preliminary nature and subject to change.
10. For the purposes of the substantive assessment of the Applications, the Recruiting Committee will appoint a Panel of Experts composed of the Accelerator employees, industry experts representing Business Partners, and external experts. In the course of the call and the evaluation of applications, the Committee may increase or decrease the number of members sitting on the Panel of Experts at any time, as well as exchange the Experts. Being a member of the Committee does not rule out a membership in the Panel of Experts.
11. Members of the Panel of Experts will conduct a substantive assessment and interviews with selected Startups, and provide their recommendations to the Recruiting Committee. The interviews (referred to as in-depth interviews) may be conducted during the individual live meetings as well as on video chats and/or teleconferences. The Startups will be invited to participate in the interviews with at least 3 working days' notice.
12. If, despite at least two (2) attempts to arrange a meeting, a Startup fails to turn up for an interview, the Recruiting Committee retains the right to disqualify it from the recruitment process, considering that such a Startup is not interested in participating in the Acceleration Programme.
13. The Panel of Experts shall evaluate all Applications that meet the formal conditions according to 6 criteria (described in the Appendix 1 to the Rules and Regulations) and award a total of 0÷15 points. The Recruiting Committee has the right to exclude from the evaluation procedure any Startup after finding that it fails to meet the industry criteria or to respond to the challenge set by the Business Partner. As a result, such a Startup will not be subject to the final evaluation and consequently will not be selected to participate in the Acceleration Programme.
14. Startups that the Selection Committee will award the highest number of points will be invited to participate in the Acceleration Programme within 14 working days from completing the in-depth interviews. Information about the Startups selected (the roll of Startups qualified to participate in the Acceleration Programme) shall be published on the Accelerator's website. Moreover, the selected Startups shall be also informed by phone or e-mail. The selection means that the Accelerator intends to

sign acceleration agreements with the selected Startups in a given round, provided that such Startups will have formed Polish companies.

15. In exceptional cases, the Accelerator may decide to accelerate the recruitment process, subject to the approval of the Business Partners and the Recruiting Committee. Notwithstanding the above, the recruitment process will be carried out in accordance with the aforementioned stages.
16. Signing the Acceleration Agreement is the condition for entering the Acceleration Programme, and notably the disbursement of the funds.
17. If, for any reason, a Startup decide not to sign the Acceleration Agreement, or if there occur factors that make the accelerator refuse to sign the Agreement, the Recruiting Committee may select other Startups from the list (the waiting list) to participate in the Programme.
18. A Startup has no right of appeal against a negative assessment of its eligibility for the Programme and/or against the granting of the Support.

§5 Participation of Startups in the Acceleration Programme

1. Startups participate in the Programme free of charge. The Startup, however, bears the costs associated with participation in the Programme, such as travel, accommodation, and board.
2. Each Startup agrees to nominate in writing at least one (1) natural person (including one board member and/or co-owner) as its representative for the purpose of the Programme. The representative must be at least 18 years old and have the right to perform activities related to the Startup's participation in the Acceleration Programme on behalf of the Startup. With the consent of the Accelerator, representatives can change during the Programme.
3. The representative is obliged to participate in workshops, meetings, study visits, meetings with persons involved in the substantive part of the Acceleration Programme. The purpose of such meetings is to provide the Startup Representative with the knowledge necessary to develop the Startup concept properly. The Startup is held fully responsible for the activities of its representatives (including the Participant) as for the Startup's own activities.
4. The Startup expresses its consent to the Accelerator 1) to use the Startup's trademark, verbal, graphic or verbal-and-graphical identification, 2) to publish the image and the full names of the authors of the concept, and also the Startup representative as people connected to the Startup (processing their personal data), 3) to publish a brief description of the solution that the Startup intends to develop as part of the Acceleration Programme in the marketing and/or information materials related to the Acceleration Programme.
5. By applying for participation in the Acceleration Programme and signing the Acceleration Agreement, the Startup represents that it has not breached, is not in the breach, and shall not breach or violate any agreements or any third party rights, including but not limited to patents, copyright, trade secrets, trademarks, advertising and/or personality rights, and shall not make a disclosure any confidential or proprietary information concerning another person or entity in violation of applicable laws.
6. The Accelerator reserves the right to exclude any Startup or its representative(s) at any time if the Accelerator believes that the provisions, conditions, processes, and/or rules of the Acceleration Programme have been violated. Decisions of the Accelerator are final.

7. A Startup or its representative which behaviour is unethical and/or illegal, or may adversely affect the image of the Accelerator or the Acceleration Programme shall be excluded from the Acceleration Programme at the discretion of the Accelerator.

§6 Granting public aid

1. The Accelerator awards public aid as a grant on the grounds of a written (or made in a legally equivalent form) Acceleration Agreement with a Startup. The Agreement is concluded exclusively with the Startup's Polish company.
2. Prior to the conclusion of the Acceleration Agreement, the Accelerator may demand, by a specified deadline, in writing or in a legally equivalent form, delivery or update of the documents necessary to conclude that Agreement, in particular the documents confirming the Startup's compliance with all the criteria entitling it to conclude the Acceleration Agreement.
3. Failure to provide, in writing or in a legally equivalent form by the prescribed deadline, the documents necessary for the conclusion of the Acceleration Agreement will result in the refusal to conclude the Acceleration Agreement.
4. In case of refusal to sign the Acceleration Agreement referred to above or of a withdrawal from signing the Acceleration Agreement, the Accelerator will invite the following Startup on the waiting list to sign the Acceleration Agreement.
5. The grant may be used in part to finance advisory services that are part of the Acceleration Programme provided for the Startup. The range of advisory services and their value depend on the specific traits of a given Startup, the nature of its business/project, and the needs of its representative or team. At the Development Stage, the Startup may receive advisory services such as assistance in setting up business in Poland, help in arranging the accommodation, support concerning the dedicated visa pathway for non-EU citizens, and assistance in renting office, all to be provided by professional entities. Additionally, the Startup can participate in training sessions and workshops in such areas as sales, marketing (including performance marketing, online marketing, content marketing, influencer marketing, branding and image), HR and team management, management finance, attracting investors, investment agreement, distributor acquisition, business development indicators, legal aspects of a startup operations, protection of intellectual property rights, and legal services as well as participate in industry meetings. At the Acceleration Stage, the Startup can receive advisory services comprising workshops on clarifying and understanding user & publisher requirements, workshops on principles of cooperation between startups and corporate entities, coaching services, mentoring services, sales workshops, study visits in companies from the sector, meetings with experts and founders, services of a mentor supporting the process and delegated to monitor the development of the Startup. The Startup may also receive other services; the range of such services will be tailored to the specific needs of the Startup. Before the Stage I and Stage II, the Startup shall receive a schedule/list of services that it can use, and information about the persons who can provide specific services.

§7 Payout of the grant

1. The amount of the grant awarded for the Stage I (Soft-Landing and Development) will be based on the Schedule and Detailed Budget of the Individual Development Plan signed by the Accelerator and Startup. The amount of the grant awarded for the Stage II (Acceleration) will be based on the Schedule and Detailed

Budget of the Individual Acceleration Plan approved by the Accelerator and signed by the Startup and its Stage II Business Partner. When submitting the Schedule and Detailed Budget before both the Stage I and Stage II, the Startup is required to provide the Accelerator with a validation of reliable market analysis of the costs included in the budget. The Startup uses the grant to finance costs of Soft-Landing including the “concierge” services, the costs of Development, and the costs of the Stage II (Acceleration Stage). A detailed description of costs that may be included in the Individual Development Plans and Individual Acceleration Plans shall be laid out in the Acceleration Agreement. In particular, the Startup will use the Grant to finance advisory services provided to it during its participation in the Acceleration Programme. Post-acceleration activities are not financed from the Grant.

2. The grant shall be paid in tranches according to the planned milestones, pursuant to the provisions of the Acceleration Agreement concluded between the Accelerator and the Startup, and the content of the Schedule and the Detailed Budget of the given Milestone. Costs related to a given milestone are cleared as a lump sum in accordance with the Rules and Regulations of the Poland Prize programme, contained in the “Rules for the simplified settlement of grants awarded to beneficiaries in projects covered by Measure 2.5 Acceleration Programmes – Poland Prize of the Smart Development Operational Programme 2014–2020”.
3. As a rule, the Stage I grant is paid out in two tranches: the first of up to PLN 20,000 as a refund of up to PLN 10,000 for the Soft-Landing Stage, together with an optional advance payment for the Development Stage of up to PLN 10,000, and the second tranche of up to PLN 30,000 as a refund for achieving the Development Stage Milestone. Each time, the value of advance payments and refunds will be specified in the Schedule and in the Detailed Budget of the Individual Acceleration Plan (IPA).
4. The first tranche of the Stage II grant amounts to 23% of the Stage II grant, and will be paid to the Startup by bank transfer upon the achievement of the first of the three Milestones provided for in the Acceleration Stage. The second tranche of the Stage II grant amounts to 32% of the Stage II grant, and will be paid to the Startup by bank transfer after the achievement of the second of the three Milestones of the Acceleration Stage. The third tranche of the Stage II grant amounts to 45% of the Stage II grant and will be paid to the Startup by bank transfer upon the achievement of the third of the three Milestones of the Acceleration Stage.

§8 Confidentiality

1. The Startup and members of the Startup team are obliged to keep any Confidential Information (as defined below) which comes into their possession in connection with the submission of an Application and participation in the recruitment process and participation in the Acceleration Programme strictly confidential. Confidentiality of the Confidential Information shall also be maintained by KPT and its employees/representatives who have access to the Confidential Information in connection with the execution of the KPT Poland Prize.
2. The “Confidential Information” means:
 - a. any information regarding the solutions of other Startups, unless the Startup in question has not designated such information as Confidential Information
 - b. information related to the Business Partner that is of economic value and has not been made public, with regard to which the necessary steps have been taken to maintain its confidentiality, and which disclosure may expose the Business Partner to damage, in particular information of financial, economic, economic, legal, technical, organisational, commercial, administrative,

- and/or marketing nature, including information related to the Business Partner, as well as other entities, in particular those with which the Business Partner remains in a dominant or dependent relationship, and with which it may be linked by capital or contract
- c. information otherwise regarded confidential and related to the Acceleration Programme which may be communicated to the Startup during the Acceleration Programme or has been or will be otherwise obtained by Startup in connection with participation in the Acceleration Programme, irrespective of such communication being oral, written or coming in any other medium, including all notes, reports, studies, compilations, forecasts, studies, summaries, and other materials.
3. The Accelerator has the right to release (publish) the information included in the application of a given Startup, such as the identity of its representatives, brief descriptions of the Startup and its Project and the video recording for any purpose related to the implementation of the Acceleration Programme or for promotional purposes, provided that such content is not designated (reserved as) confidential.
 4. In the course of the Acceleration Programme, there will be an option to sign confidentiality clauses and/or NDAs, in particular with Business Partners. In case of some Business Partners, signing confidentiality clauses and/or NDAs may be necessary for proper cooperation between the Startup and the Business Partner, e.g. for defining the objectives of the individual acceleration plan.

§9 Intellectual property

1. A product, service, and/or process solutions submitted to the Accelerator must be original and individual result of the Startup's creative activity and shall not infringe any copyright (including derivative rights), industrial property rights (including the rights pertaining to inventions), and/or personality rights of third parties. Any product, service, and/or process solutions must be free of legal defects and claims of third parties. The Startup must be the author of its product, service, and/or process solution and must have full rights to such a solution to be able to develop it within the Acceleration Programme.
2. The Startup assumes full and unlimited liability for any claims made by third parties against the Accelerator in connection with the submission of the product, service, and/or process solutions.

§10 Personal Data

1. The Accelerator is the controller of personal data of persons connected with the Startup.
2. Personal data will be collected and processed in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter: GDPR) for the purpose of carrying out the KPT Poland Prize Acceleration Programme.
3. Contact with the Accelerator's Personal Data Protection Officer is possible at the following telephone number: +48 12 345 3222, and e-mail: iod@kpt.krakow.pl.
4. The Participants must give their consent to the processing of their personal data contained in the application form as a condition of participation in the Acceleration Programme.
5. The Accelerator informs that personal data of the Participants will be shared with the Agency and Business Partners on the grounds of separate agreements on the processing of the personal data.

§11 Final provisions

1. In the event of the necessity to amend these Rules and Regulations, the Accelerator shall post information about such an amendment on its website together with the current version of the Rules and Regulations, and the date from which the amended version is in force.
2. The Accelerator reserves the right to cancel the call for applications and/or to terminate the Acceleration Programme before its final date, and/or to extend its duration, in particular in the event of significant changes in laws affecting the terms of the call for applications and/or the course of the Acceleration Programme, and in the event of instances of force majeure. Should such a case occur, no Startup will be entitled to claim compensation.
3. Materials submitted by a Startup with the Application become property of the Accelerator and shall not be returned to Startups. This does not apply to Intellectual Property Rights to the Project, which are not transferred to the Accelerator.
4. These Rules and Regulations shall enter into force on the date of publication and may be subject to amend (in particular as regards the deadline for the submission of the Applications).
5. In case of any doubt, the Polish language version of the Rules and Regulations shall be binding.

Appendix 1 Recruitment Criteria

FORMAL CRITERIA

No.	Formal criterion	Criterion description	Scoring	To be assessed by	Grounds for the assessment
1	Timeliness of the application	The Application is submitted within the deadline envisaged in the Rules and Regulations; also applies should the deadline for submitting applications be extended.	0/1	Recruiting Committee	Content of the recruitment form
2	Submission in English, on the correct form	The Application is submitted in English on the online form dedicated to the KPT Poland Prize programme; all fields are filled in.	0/1	Recruiting Committee	Content of the recruitment form
3	Responding to the challenges of a specific partner	The information contained in the Application makes it possible to determine which partner or partners the Startup wants to work with in respect to its product.	0/1	Recruiting Committee	Content of the recruitment form
4	Completeness of the form	The Application contains all the information necessary for the substantive analysis of the Startup.	0/1	Recruiting Committee	Content of the recruitment form
5	Foreign founding team	The planned structure of the company envisages that a minimum of 51% of shares will be held by non-Polish citizens, who do not reside permanently in Poland and who have not previously conducted any business activity in Poland.	0/1	Recruiting Committee	Content of the recruitment form

SUBSTANTIVE CRITERIA

No.	Substantive criterion	Criterion description	Scoring (consecutive)	To be assessed by	Grounds for the assessment
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			thresholds in 0.5 point increments)		
1	Startup business area / Startup solution relevance	It is possible to identify how the product specifically fits into the spectrum of the broadly construed games industry: mobile games, PC, console, VR/AR/XR, other software solutions (e.g. game analytics, SaaS for managing game production, etc.), hardware (e.g. controllers). The product lies in the areas of interest of entities cooperating with KPT Poland Prize.	0÷2	Panel of experts (recommendations) Selection Committee (decision)	Content of the recruitment form In-depth interview
2	Level of product development, maturity, readiness for implementation	Development stage of a game, service or device (pitch, prototype, playable build, soft launch, hard launch), planned release date of the product, other (ideally commercial) implementations that the team has made.	0÷3	Panel of experts (recommendations) Selection Committee (decision)	Content of the recruitment form In-depth interview
3	Innovative quality of the solution	Innovative quality of the product against the background of competition on a national and global scale, product vs. level of innovativeness and needs of entities cooperating with KPT Poland Prize, in case of games: innovation in e.g. the plot/storyline, mechanics, genre, and/or business model.	0÷2	Panel of experts (recommendations) Selection Committee (decision)	Content of the recruitment form In-depth interview
4	Business development potential	Size and maturity of the market, scalability of the product, qualitative and quantitative definition of the target group, and understanding of its needs, competitive advantages	0÷3	Panel of experts (recommendations) Selection Committee (decision)	Content of the recruitment form In-depth interview

5	Level of competence of the startup management team	Previous experience in joint product and service development, results achieved in previous activities, time of working together as a team, diversity of team roles, team size, awareness of team strengths and weaknesses, personal successes of the team; management, sales, business, etc.	0÷3	Panel of experts (recommendations) Selection Committee (decision)	Content of the recruitment form In-depth interview
6	Readiness of startup managers to undergo intensive work on the product and on the team (known as coachability).	Openness to feedback and readiness to make changes, availability, type and scope of acceleration needs defined by the team, expectations from the Acceleration Programme.	0÷2	Panel of experts (recommendations) Selection Committee (decision)	Content of the recruitment form In-depth interview