

Application and Programme guidelines

1. Introduction

The present document defines the Circular by Design Application and Programme guidelines (hereafter the '**Guidelines**'). It describes the terms and conditions related to application and functioning of the Circular by Design Programme – 3rd Edition (hereafter the '**Programme**') and its associated coaching phase (hereafter the '**Coaching Phase**'), which is an integral part of the Programme.

2. Definitions

The '**Organiser**': LUXINNOVATION, GIE Economic Interest Grouping, registered with the Luxembourg Trade and Companies Register under number C16 (LUXINNOVATION), having its registered office at L-4362 Esch-sur-Alzette, 5 avenue des Hauts Fourneaux, organises and manages the functioning of the Programme.

The '**Category Sponsors**' are public and/or private organisations that are proposing a thematic call for one of the categories. The call addresses one or several problems that they face in their organisation and for which they are seeking sustainable solutions. The Category Sponsor will support the Participants in developing their projects by providing feedback throughout the Challenge. The Category Sponsor is also contributing as financial sponsors to the programme and provides the cash prize for the Winner of the category. The Category Sponsor aims to further support the Participants after the end of the Challenge with respective financing, infrastructure, technical expertise and/or network. However, it is at the Partner's discretion to decide if they want to continue the collaboration or not and to agree with the Participant in what form.

The '**Applicants**' are individual project owners or duly authorised persons representing a company applying to take part in the Challenge. It is possible to apply as teams of one to maximum four persons. SMEs as well as independent business owners are entitled to apply for the Challenge. It is allowed to form a consortium between several entities. Minimum one of the participating entities of the Applicant's team needs to have a legal entity in Europe and must demonstrate that they are actively contributing to the project.

The '**Participants**' are the Applicants that were selected to join the Challenge and that will participate in the 12-week coaching programme.

A '**Head Coach**' is assigned to each Participant and is their main mentor throughout the coaching phase. The Head Coach assesses the needs of the Participants assigned to him/her and develops a coaching plan. The Head Coach will join the Steering Committee as an observer and will help the Participant integrate the feedback from the Steering Committee into their project development. The Head Coach will appoint Coaches when complementary expert skills to his/hers are required.

The '**Coaches**' are appointed by the Organizer and selected by the Head Coach to provide specialised coaching sessions based on their skills and experience (e.g., circular economy, sustainable engineering, entrepreneurship, marketing, etc.) to support the Participants individually in the development of their project.

The **'Group Coaches'** are appointed by the Organisers to intervene on specific topics that are common to all Participants during thematic workshops.

The **'Experts'** are individuals that have a specific expertise in various relevant fields (e.g., materials, intellectual property, waste management, business models, etc.) They will challenge the Participants and give advice on how the project can be improved during the Steering Committees.

The **'Steering Committee'** consists of Category Sponsors and Experts and comes together three times throughout the Challenge to monitor the progress of the Participants' project, challenge them and provide feedback. The Steering Committee members are also involved in the selection of Participants and the designation of the overall winners of the Challenge.

The **'Winner(s)'** are chosen by the Category Sponsors, with support of the Steering Committee, according to a set of transparent evaluation criteria that will be communicated to the Participants at the beginning of the challenge. There will be maximum one Winner for each of the four categories and the Winners will be awarded a cash Prize of €8000.

The **'Digital Pitching Sessions'**: pitching sessions organised with the objective of granting every pre-selected Applicant a pitch presentation as well as Q&A with the Jury (cf. point 8). At the end of the Digital Pitching Sessions, the Jury will select the projects that will be admitted to participate in the Programme.

3. Eligibility

The Programme is open to innovative projects or entrepreneurs from around Europe that meet all the following criteria:

- A. The Applicants must have a legal entity in Europe. which meets the small or medium enterprise criteria as stipulated in annex I in the Commission regulation (EU) N° 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.
- B. The Applicant team is composed of one to maximum four people, with at least one person attending all sessions during the Coaching Phase of the Programme.
- C. If the Applicant team is a consortium of several legal entities, at least one of the legal entities must meet the small and medium enterprise criterium as described in A and all entities of the consortium must actively participate in the challenge.
- D. Participants must be at least 18 years of age or older as of the starting date of the Programme.
- E. The Applicant may be any early-stage and/or more advanced project.
- F. It is not necessary to have a minimum viable product ('MVP') at the application stage.
- G. The proposed project must match at least one of the criteria for Circular Economy as defined on the Project website.
- H. The proposed project must address at least one of the problems that are addressed in the selected project category.
- I. The proposed project must have an added value for the Luxembourg economy.

The Organiser will perform all necessary due diligence reviews in order to ensure compliance with the above eligibility criteria.

4. Application Period

Applications must be submitted before the official entry submission deadline as mentioned on the Project's website: www.circularbydesignchallenge.lu. (Submissions received after the deadline will not be accepted).

5. Registration Process

Applicants need to submit their complete application via the Organiser's online registration platform (the 'Registration Platform'): www.circularbydesignchallenge.lu

All personal information will be treated according to chapter 19 of this document. The application must include responses to all mandatory fields included in the application file as well as the acknowledgment of the present Guidelines;

Each Applicant may submit maximum one application. In case of fraudulent methods, false/misleading information or other attempts to circumvent the Guidelines, the Organiser retains the right, at its sole discretion, to reject an application.

6. Pre-selection Process to Digital Pitching Sessions

- A. All applications are carefully reviewed by the members of the Steering Committee who short-list the Applicants for the Digital Pitching Sessions.
- B. Applications will be pre-selected for the Digital Pitching Sessions based on the following selection criteria:
 - a. Circularity
 - b. Impact
 - c. Novelty/Innovation
 - d. Value creation
 - e. Scalability
 - f. Fit to call

The above items constitute a non-exhaustive list only. Other criteria may be taken into consideration by the Steering Committee as deemed necessary.

All Applicants will receive feedback by email within the deadline provided on the website at the time of application to inform them if the application is pre-selected for the Digital Pitching Sessions or rejected.

In case of pre-selection to the Digital Pitching Sessions, a confirmation of attendance is requested from the Applicant the latest by the deadline indicated in the email. In case of absence of answer of the Applicant by this deadline, the Organiser reserves the right to invite previously rejected Applicants to the Pitching Session.

- C. Rejected Applicants can ask for feedback on their application.

7. Digital Pitching Sessions

- A. Please note that the pitching sessions are digital.
- B. Upon receiving the Applicant's confirmation to attend the Digital Pitching Sessions, the exact date, time and information regarding the platform used, will be communicated in due course.
- C. The chronological order of the pitches will be decided by the Organiser at its sole discretion.
- D. The pitches:
 - Presentation in English (the timing may be adjusted freely by the Organiser for each category. Time will be strictly monitored and pitches beyond the fixed time will be interrupted);
 - Q&A session.
- E. Following completion of the Digital Pitching Sessions by all the Applicants, the Jury will select the final Applicants to participate in the Programme.
- F. The so selected Participants will officially be announced on 3 February 2023.
- G. Each Participant will receive an email confirming his/her selection and an electronic version of the present document. The Participant will be required to return this document duly

signed within the specified deadline. The signed Guidelines constitute an agreement (the **'Agreement'**) with the Organiser and confirm the participation in the Programme and compliance with the Guidelines thereof.

- H. The acceptance of the Guidelines constitutes furthermore the Participant's formal consent to the Organiser, Partners and sponsors of the Programme to use the Participant's project information communicated in the context of the Programme for purposes of advertising in any media without further request. This includes movies, pictures, and interviews of the Participants.
- I. If a Participant does not reply to the Organiser's email within the required delay, the Organiser will grant the right of participation to the next Applicant on the waiting list, as established by the Steering Committee at the end of the Digital Pitching Sessions.

8. The Steering Committee

- A. The Steering Committee is composed of the Category Sponsors and independent experts from the private and public sector with relevant business experience, who are selected by the Organiser. All Steering Committee members are required to sign a code of conduct managing potential situations of conflict of interest in relation to the selected projects and guaranteeing non-disclosure of any project information obtained during their role as Jury member.
- B. The role of the Steering Committee is:
 - To select applications that will be admitted to the pitching session
 - to select the Participants at the conclusion of the Digital Pitching Sessions;
 - in view of the different projects' development stage and needs, to set during the first Steering Committee meeting different goals and objectives, in coordination with the Coaches and Participants;
 - to monitor and judge the Participants' performance during the Coaching Phase through the monthly Steering Committee meetings. The monitoring is based on the Participants' pitches, and their progress on graduation goals.
- C. At the end of the Coaching Phase, the Steering Committee identifies the Winners for each category, based on agreed achievement of goals, their attendance to coaching sessions, as well as their commitment to the Programme.

9. The Coaches

- A. Participants will be coached by:
 - a. Coaches, individually supporting and accompanying the Participants throughout the whole Coaching Phase.
 - b. Group Coaches, giving specific trainings on topics of joint interest for the Participants. They usually intervene for two-to-four-hour sessions during the Coaching Phase. The group coaching sessions are organised in Luxembourg as physical events and participation is mandatory. It is not possible to participate online.
- B. The Coaches are experts with high entrepreneurial knowledge and expertise in the field assigned to them.
- C. The Group Coaches are selected based on relevance of their expertise for the respective cohort of Participants.
- D. Each Participant will be coached by several Coaches during the Coaching Phase. However, at the beginning of the Programme, one Head Coach is assigned to each Participant. This Head Coach will be the main reference/contact for the assigned project during the Coaching Phase.
- E. The Head Coaches report to the Organiser, and the Steering Committee on the Participant's progress and evolution.

All Coaches and Group Coaches are required to sign service contracts with the Organiser, which are furthermore complemented by additional general clauses, i.e. obligations and procedures on their role, including a non-disclosure agreement guaranteeing the confidentiality of the information received during the Coaching Phase.

10. Grant Access and Conditions

Participants will be granted free coaching and The Winner of each category will be granted a cash price. This grants are made available in accordance with the [law of 20 December 2019](#) having as objective the implementation of a de minimis aid scheme (the '**Law**').

This state aid is granted in accordance with Art. 1 (1) of the Law to commercial companies carrying out a project having an added value for the Luxembourg economy, including employment creation, in conformity with the Government's diversification and economic development policies.

In accordance with Art. 3 (1) a. of the Law, the aid granted to a single undertaking cannot exceed EUR 200.000 over a period of three fiscal years. Single undertakings that benefitted from a de minimis aid in the above-mentioned timeframe and that would surpass the ceiling of EUR 200.000 are not eligible.

The Participant's attention is drawn to the following facts:

- By submitting an application, the Participant accepts that refusal of / non-compliance with the submission of an interim or the final project report may result in the loss of eligibility for this state aid.
- By submitting an application, the Participant accepts that, in the event of a voluntary early exit from or abandon of the Programme by the Participant, participation to the Programme will cease as from the date of such event and any outstanding aid payments be immediately suspended.
- By submitting an application, the Participant accepts that, in the event of a compulsory exclusion of the Participant from the Programme, participation to the Programme will cease as from the date of such event and any outstanding aid payments be immediately suspended.
- By submitting an application, the Participant accepts that, in the event of bankruptcy, judicial or voluntary liquidation of the Participant, participation to the Programme will cease as from the date of such event and any outstanding aid payments be immediately suspended.
- By submitting an application, the Participant accepts that any misuse and/or the disbursement of the aid received in discord with the budget submitted and/or the categories of eligible costs described here below may result in the loss of eligibility for this state aid.

11. Other Programme Benefits

- A. Sessions of intensive coaching, including:
 - a. One-to-one and group sessions with Coaches, as determined by the Organiser and laid out in the Programme schedule;
 - b. Periodic follow-ups and feedback sessions during Steering Committees.
- B. All Participants will get the opportunity to pitch their projects during a dedicated event to relevant companies and institutions after the end of the coaching phase.
- C. The Programme also offers many opportunities in terms of visibility within the market, and opportunities to benefit from networking facilities of the whole ecosystem that supports SMEs in Luxembourg.

12. Programme & Monitoring

- A. Participation in the Programme is free of charge. However, Participants will be responsible for covering their travel, food and accommodation costs.
- B. If the sanitary situation allows, the Participants must ensure physical attendance to all group sessions. The Organiser will take due care of all applicable health measures related to COVID-19.
- C. Objectives are agreed on between Participants, Coaches and the Jury at the time of the first Steering Committee according to each Participants respective project development stage and needs.
- D. Participants need to provide regular progress reports to the Coaches and to the Jury to inform them about their progress during the Programme.

13. Voluntary early Programme Exit or Abandon

Any voluntary early exit from or abandon by a Participant of the Programme, including the relevant Coaching Phase, must be duly notified in writing by the exiting Participant to the Organiser. Any such voluntary early exit or abandon will entail the relevant Participant's immediate termination of the Programme and as such result in the immediate loss of all rights, benefits and advantages related to the Programme;

Any voluntary early Programme exit or abandon will be promptly and duly acknowledged in writing by the Organiser.

14. Compulsory Programme Exclusion

Non-compliance with any of the abovementioned guidelines, requirements and/or commitments as well as any use of fraudulent methods or false/misleading information or behaviour circumventing these Guidelines will lead, by decision of the Organiser, to the Participant's immediate exclusion from the Programme.

Any Participant who engages in immoral / non-ethical / illegal activities including attempts to tamper with the entry process will be immediately disqualified.

Non-compliant Participants will first receive two written warnings by e-mail from the Organiser before being officially excluded from the Programme.

A compulsory Programme exclusion has immediate effect and will lead automatically for the Participant to:

- the immediate termination of the Programme;
- the immediate loss of all rights, benefits and advantages related to the Programme;

Any compulsory Programme exclusion will be promptly and duly notified in writing and via registered mail by the Organiser to the Participant.

15. Responsibilities and liabilities

The Organiser reserves the right, at its sole discretion, to disqualify any Applicant or Participant who engages in immoral/ non ethical / illegal activities including attempts to tamper with the entry process or/and violates the Guidelines. The Organiser has the right, at its sole discretion, to maintain the integrity of the Programme. If any activity by any Applicant or Participant, that may be in violation of criminal and civil laws adversely affects or undermines the legitimacy of the Programme, the Organiser reserves the right to seek damages to the fullest extent permitted by the laws of the Grand Duchy of Luxembourg.

16. Communication

- A. The official language of the Programme, for the application, pitching, communication and reporting is English.
- B. All communication before the Programme start will be conducted via electronic mail.
- C. During the Programme, the interaction between the stakeholders (Participants, Coaches, the Jury, and the Organiser) will be done via a dedicated digital platform selected by the Organiser or via electronic mail.

17. Intellectual Property Rights

Applicants and Participants are fully responsible at all times for the protection of their intellectual property within the framework of their participation in the Programme.

18. Image rights

Without expecting compensation or other remuneration, now or in the future, the Applicants and Participants give their consent to the Organiser, its affiliates and agents, to use their image and likeness and/or any interview statements/material from them in its publications, advertising or other media activities (including the Internet). This consent includes, but is not limited to:

- (a) Permission to interview, film, photograph, tape, or otherwise make a video reproduction;
- (b) Permission to use their name;
- (c) Permission to use quotes from the interview(s) (or excerpts of such quotes), the film, photograph(s), tape(s) or reproduction(s), in part or in whole, in its publications, in newspapers, magazines and other print media, on television, radio and electronic media (including the Internet).

The Organiser uses the Applicants' and/or Participants' image and likeness and/or any interview statements/material for the sole purpose of promoting the Programme. All permissions granted are valid for a period of 24 months from a Participant's selection date and apply with no geographical constraint.

19. Data confidentiality and personal data

- A. The Organiser does not collect personal data other than that which Applicants and Participants voluntarily provide on the website (the '**Website**') or Registration Platform (i.e. name, first name, contact details including the email address, function and organisation, texts, altogether the '**Personal Data**'), neither when they pre sign up for the Programme nor submit their application.
- B. Personal Data collected on the Website or Registration Platform will be processed by the Organiser for the following purposes:
 - a. communicate with the Applicants and Participants and provide them with the information requested;
 - b. processing of access, rectification and opposition requests, and other rights with respect to Personal Data;
 - c. claims and litigation management.
- C. The processing of the Applicants' and the Participants' Personal Data is necessary for the Organiser to provide them with the services they requested, as well as to enable the Organiser to fulfil its public service missions. These purposes constitute the legal basis for the data processing carried out by the Organiser.
- D. Applicants' and Participants' Personal Data will be processed internally by duly authorised persons, within the limits of their respective attributions.
- E. Personal Data may also be communicated to the Organiser's data processors (including IT service providers) and external services providers such as web designers, marketing solutions providers, communication agencies, to the strictest extent necessary and subject to the existence of contractual guarantees to ensure the security and confidentiality of the data.
- F. Applicants' and Participants' Personal Data will be processed by the Organiser as a data controller, in strict compliance with the law of 1 August 2018 on the organisation of the National Data Protection Commission and the general data protection framework.
- G. The Organiser undertakes to implement technical and organisational security measures to ensure the protection of Applicants' and Participants' Personal Data against the risks associated with the use of information systems.
- H. The Organiser applies generally accepted security standards to help protect Applicants' and Participants' Personal Data. However, no method of transmission over the Internet, or of electronic storage, is 100% secure. Therefore, the Organiser cannot guarantee the absolute security of the Personal Data.
- I. Personal Data is kept for a period of three years from collection by the Organiser or the last contact with/from the Applicant or Participant.
- J. In accordance with the current data protection legislation, the Applicant/Participant or, as the case may be, his beneficiaries who can prove they have a legitimate interest, are entitled to obtain, free of charge:
 - a. access to the personal data concerning the Applicant/Participant;
 - b. confirmation that the Applicant's or the Participant's Personal Data is or is not being processed;
 - c. information concerning at least the purposes of the processing, the categories of data to which the processing relates and the recipients or categories of recipients to whom the data is communicated;
 - d. communication, in an intelligible form, of the data being processed, as well as any available information on the origin of the data.
- K. The Applicant/Participant (or, as the case may be, his/her beneficiaries) also has a right to rectify his/her personal data and a right to object to the collection and processing of such data, on the basis of compelling legitimate grounds.
- L. These rights may be exercised by an email addressed to the following address: dpo@luxinnovation.lu. As of 25 May 2018, the Applicant/Participant is entitled to request the erasure of all or part of the data or a restriction of the processing, object to the processing or

make use of its right to data portability, within the limits provided by the applicable rules. In the event of a breach of the data protection rules, the Applicant/Participant may also lodge a complaint before a supervisory authority such as the National Commission for Data Protection (CNPD).

- M. Documents and information submitted with the Programme application will be shared solely in the context of the Programme by the Organiser with the Pre-selection Committee and the Initiator and, upon due pre-selection of the Applicant, with the Jury and the Coaches. All documents and information so obtained by the respective parties will be treated as confidential information.
- N. Documents and information provided by a Participant during the course of the Coaching Phase will be shared solely in the context of the Programme by the Organiser with the Initiator, the Jury and the Coaches. All documents and information so obtained by the respective parties will be treated as confidential information.
- O. The Applicant/Participant understands furthermore that, for the purpose of ensuring efficient processing, certain pieces of information may be exchanged or shared between the Organiser and the Initiator (or vice versa) in the frame of the Programme and/or in the process of the grant application.

20. Applicable Law

The general rules and conditions of the Programme are governed and construed in accordance with the laws of the Grand Duchy of Luxembourg.

21. Application and Programme Guidelines Updates

The Organiser reserves the right to update these Guidelines at any time. Further adaptations might be needed due to the pandemic of COVID-19. The Initiator and the Organiser reserve the right to take necessary actions to comply all the times with all applicable preventive measures decided by the Government of Luxembourg. The Applicants/Participants will be informed by the Organiser about any changes in due time. All updates will furthermore be posted on the Organiser's website: www.circularbydesignchallenge.lu

Date and location:

Project name:

Company name¹:

[Participant representative name² and function³]

Participant signature preceded by handwritten "read and approved"

¹ Copy of business permit to be included

² Copy of the ID card(s)/passport(s) of the signing person(s) to be provided.

³ individual(s) authorised to duly commit the company; copy of the mandate(s)/authorization(s)