**Project manual**

**Startup Voucher 2022**

Terms of conditions

1. What is Start Up Voucher?

1.1. Program Mission

Start Up Voucher is a support tool implemented by:

* INOVIA (hereinafter also „INOVIA“)
* Invento VC Ltd. (hereinafter also Invento“)
* Moravian-Silesian Innovation Center, joint stock company (hereinafter also “MSIC“)
* SPIN-US Ltd. (hereinafter also „SPIN-US),
* Z@ict, IT klastr, záujmové združenie právnických osôb (hereinafter also “Z@ict”)

(hereinafter as "organisers") to support the promising innovative intentions of small and medium-sized enterprises, the intention of which is in the initial phase, but it is a radical innovation with the potential for rapid market penetration and ensuring rapid growth of the company.

1.2. Brief description of the program

The program works as a two-round competition, where registered persons who meet the conditions for participation compete for financial and non-financial assistance for the development of their business or the development of their product.

The applicant may submit any business project, plan or idea that has not yet been implemented or at the time of sending the application has not yet expired 3 years since its launch. Organisers require that the product/service to be innovative and scalable and do not violate intellectual property.

In addition to funding from organisers, participants can also receive coaching support from external coaches, whose selection to successful beneficiaries is provided by INOVIA, Invento, MSIC, SPIN-US and Z@ict through their network of partners, and successful participants can also use shared laboratories and office space for further development. This work of coaches can be paid directly from their own financial subsidy dedicated to successful candidates.

The language of the competition is English, but each country has its own coordinator who is able to provide information in the national language. The list of contacts and coordinators is available on the organisers' website [www.ceestartup.network](http://www.ceestartup.network).

2. Schedule

Applications may be submitted continuously, in the period from the announcement of the call on the website [www.ceestartup.network](http://www.ceestartup.network) **until 9.10.2022**. Subsequent applications will not be included in the competition and organisers will not take them into account. Organisers are not obliged to inform the candidate who submitted his application after the deadline.

Organisers further draw attention to the fact that only those applications will be included in the competition, which will be prepared by the applicants in accordance with these conditions and will contain all the required information or attachments.

3. Participating parties

3.1. Applicant or candidate

Anyone who has a scalable and innovative project with a global reach can apply for a grant from the Startup Voucher program. Thus, the applicant may be, in particular, a natural or legal person who is an entrepreneur. A natural non-entrepreneurial person/team that meets the conditions of the competition in point 1.2 may also participate in the competition. Should a natural non-entrepreneurial person/team become one of the awarded winners of the competition, he will undertake to establish a trade license or ensure the legality of his business in another appropriate way, such as by establishing a company, within the time limit specified in the subsidy agreement on provision of subsidies.

The condition for the applicant's participation in the competition is the proper completion of the application and the processing of the pitch deck via form <https://docs.google.com/forms/d/e/1FAIpQLScKldzNymSiGGeoitGqalyN-dcP2b6IsbJqPvZMFxu-yvdihA/viewform> , in which the applicant explains his idea according to the notes and instructions contained therein (hereinafter "**application**"). If the application does not contain all the information required by organisers, in particular through the instructions available on the organisers' websites or these terms and conditions, such an incomplete application will not be considered for competition purposes, unless organisers decide otherwise in a particular case. Organisers are not obliged to inform the candidate who delivered his application without the required details in any way. The application must be delivered to organisers in a proper and timely manner, in a manner that the applicant will be able to prove at any time, in particular by e-mail to the contact email address for Czech projects, Slovak projects and Polish projects, resp. through an online communication tool.

The following documents will be mandatory annexes to the application:

* + the applicant is not in liquidation and his bankruptcy or imminent bankruptcy is not resolved in the insolvency proceedings or the commencement of the said insolvency proceedings is not threatened;
	+ has settled payables in relation to the state budget or the budget of a territorial self-governing unit and other payables to the state, the state fund, the health insurance company or the social security administration;
	+ has not been convicted of an offense concerning its nature by an act of business or an economic or property offense.

When completing the application or verifying its proper delivery, organisers are ready to provide cooperation to the applicant, especially in the situation when it will be necessary to explain or otherwise specify any information.

By sending the application to organisers, the applicant expresses his consent to these competition rules, when the application thus delivered cannot be unilaterally revoked by the applicant. However, organisers will consider the interest in revoking the application and, in justified cases, may express their consent to the termination of the applicant. However, this always depends on the exclusive discretion of organisers. By submitting the application, the applicant declares on his honour that the business plan he will present within the competition is his own and is not the subject of any dispute or ongoing legal proceedings. The applicant also declares that the co-authors of the business plan/idea agree to enter the competition. In the event that the applicant's statement proves to be untrue, the applicant is responsible for any damage caused, in particular he will be obliged to return in the event of success in the competition all the financial benefits obtained, to pay the costs of the competition, if there is a need to repeat it or to compensate for any damage that any third party would claim from tenderers due to unauthorized treatment of the business plan. By submitting the application, the applicant further acknowledges that participation in the competition is associated with PR and marketing activities, especially for the purpose of further promotion of the announced competition, as well as organisers themselves. By submitting the application, he also expresses his consent to the publication of the names, title and brief annotation of the project, the results achieved in the competition, use of received financial contribution and photographs. Organisers will subsequently be entitled to further disseminate these facts within the scope of their activities, in particular for the purpose of further promoting the competition or activities of organisers.

3.2. Implementation agency, organiser and financial guarantor

Organisers ensure the proper performance of activities related to the above functions, especially from their position as a supporter of small and medium-sized enterprises.

However, organisers shall not be liable for any damage suffered by the candidate as a result of his participation or non-participation in the competition when the applicant acknowledges this fact.

In this context, organisers also point out that the candidate is not entitled to reimbursement of any costs incurred by the candidate in connection with his participation in the program or in connection with his interest in participating in the competition.

Organisers will keep the business idea as a trade secret. Protection against misuse by a third party is guaranteed by the signing of a confidentiality statement. Organisers undertake to sign these statements exclusively with the competition evaluators, mentors and organisers’ staff who will deal with the project internally. The measures to protect confidentiality do not apply to other persons, especially those present at the public presentations of the project, for example during the second round of the competition (Final event). Furthermore, organisers undertake to handle personal data in accordance with the applicable GDPR rules.

Organisers reserve the right to change these rules and the competition schedule. In the case of a low number of applicants, they also reserve the right to move or cancel the competition. The cancellation or relocation of the competition depends solely on the decision of organisers.

4. Selection of successful candidates of Startup Voucher

4.1. Qualifications of candidates

A project/idea at any stage of development that is scalable, innovative and has a global reach is eligible to participate in the Start Up Voucher program. Organisers point out that only a project or idea that meets these requirements is eligible to be considered winning or best.

The subsidy will be awarded only to applicants who meet all the conditions of the competition according to these conditions, as well as any other conditions published on the organisers’ website, in particular submit a proper and timely application and subsequently they will be selected by an expert commission composed of business experts, the selection of which depends exclusively on the choice of organizers. Last but not least, the conclusion of an appropriate subsidy agreement, which will contain, in particular, further rules for use of the subsidy, is an essential condition for obtaining a subsidy.

5. Evaluation of the business plan

**Formal evaluation of the requisites of the application:**

* Completed application from the organisers’ website, resp. on-line communication tool which will contain all the required information, provided that it is properly and timely delivered to organisers in accordance with these conditions;
* A completed pitch deck from the organisers’ website, resp. on-line communication tool which will contain all the required information, provided that it is properly and timely delivered to the organisers in accordance with these conditions;
* Mandatory annexes to the application set out in these terms and conditions, which will contain all required information or facts, provided that they are properly and timely delivered to organisers in accordance with these terms and conditions.

Applicants who meet the formal requirements will be included in the first round of the competition, where their project will be evaluated by an expert committee composed of business experts, which will be selected by organisers.

**Content evaluation of the business plan:**

The evaluation of the expert commission will be decisive for the progression or non-progression to the second round of the competition. The expert committee will evaluate the delivered applications individually, at its own discretion and conviction. The performed evaluation cannot be challenged or otherwise contradicted by the candidate.

The commission has the power to request additional or specified information from the candidate when the candidate is obliged to supplement the required information no later than 3 working days from the date of delivery of the request to supplement the information, which will be sent to the candidate’s e-mail address. Failure to comply with this request will result in the submitted application not being taken into account, unless the expert committee decides otherwise.

Organisers inform the successful candidates about their progress to the second round no later than **28.10.2022**. Other unsuccessful candidates who did not pass to the second round of the competition will be informed no later than **2.11. 2022.** A 2-day meet-up (with presence of experts and investors) for both finalist and selected non-finalist will be organized in Katowice **3. – 4. 11. 2022**.

The organizers reserve the right to select any number of candidates for the second round of the competition, or not to select any candidate for the second round of the competition. In this case, the competition will end when its possible repetition will depend solely on the decision of the organisers.

The selected candidates who advance to the second round will personally present their project to the expert committee on the day of the announcement of the competition personally at MSIC (Ostrava) or other pre-determined place, where they will also find out whether they have been selected for financial subsidy or not.

The second round of the competition will take place in the form of an event, where candidates selected for the second round will personally present their business plans. The expected date of the event is **24.11.2022**. Subsequently, these candidates participating in the second round will be re-evaluated by an expert evaluation committee composed of business experts, who will be selected by the organisers. The selection of winners from the participating candidates will be made by the evaluation committee at its own discretion and conviction. The performed evaluation cannot be challenged or otherwise contradicted by the candidate.

The evaluation committee will usually select 3 winners by determining which of the winners is placed on the 1st place of the competition, the 2nd place of the competition and the 3rd place of the competition. With the express consent of the organisers, the evaluation committee is entitled to select a different number of winners, if in this case it subsequently decides on a possible win for these other candidates, or on the method of disposing of the remaining prize money, which will not be used for the winners, in the case of selecting a smaller number of winners. The winners of the competition will receive a financial subsidy, the exact amount of which will be determined according to the location of individual winners in the competition, according to the evaluation performed by the evaluation committee.

The main prize for the winning bidders will be the financial contribution, based on the concluded subsidy agreement, in such a way that:

* the 1st place winner will receive a financial contribution of EUR 20,000 from MSIC;
* the 2nd place winner will receive a financial contribution of EUR 12,000 from Invento;
* the 3rd place winner will receive a financial contribution of EUR 8,000 from INOVIA.

In addition, all winners can benefit from the help of mentors working with the organizers, as well as the shared offices and laboratories of the organizers, gain contacts for experts and meet potential investors, all under the conditions to be further specified in the subsidy agreement.

**Thematic vouchers**

The Startup Voucher competition also includes thematic vouchers organized in cooperation with associated partners, who choose the thematic area themselves. By entering the competition, the associated partner gets the opportunity to select the project to which he dedicates the thematic voucher and the opportunity to participate in the competition itself (visibility, coordinated communication of the thematic voucher by all partners, access to projects and talents, participation in the final event). The associated partner defines the objectives of the thematic voucher, its conditions and the benefits granted to the winners. Each associated partner is thus given the opportunity to participate in the Startup Voucher competition and nominate evaluators who will have access to pitch decks. Payment of the thematic voucher depends purely on the agreement of the associated partner and the winner of the thematic voucher, the associated partner has the option not to award the thematic voucher, the decision is solely up to him.

6. Rules for drawing a subsidy in the Startup Voucher program

6.1. Subsidy agreement in the Start Up Voucher program

Each of the organisers will enter into a **subsidy agreement** with the given beneficiary (according to order of winners) **in the Startup Voucher program**. This subsidy agreement sets out the detailed conditions that the beneficiary must meet in order for organisers to reimburse him the subsidy - the financial contribution he received as a winner in his participation in the competition. If the beneficiary refuses to enter into this subsidy agreement, he loses the right to provide any financial contribution or other benefits that should belong to him as the winner of the competition. The subsidy agreement and its content will be determined unilaterally by each of the organisers, when the beneficiary is not entitled to interfere in this agreement in any way or request a change in the provisions set out in it.

If the beneficiary shall come from a different country than Czechia, Poland or Slovakia, by entering into agreement he agrees to spending 14 days minimum in one of the capital cities of the regions (Ostrava, Žilina, Katowice) in a soft-landing programme.

In the event of non-compliance with the obligations of the beneficiary according to these conditions or according to the subsequently concluded subsidy agreement, each of the organisers is entitled to withdraw from the subsidy agreement in the Start Up Voucher program. In the case of already provided financial contribution or its part, each of the organisers is entitled to demand back all contribution that was provided to the beneficiary on the basis of this agreement. Prior to signing the contract, an initial analysis of the company's needs will be carried out in order to select a suitable external coach, when in order to perform this analysis, the beneficiary is obliged to provide organisers with all required cooperation.

6.2. Application for reimbursement of the subsidy

The subsidy will be paid in two instalments, in such a way that the first amount (so-called pre-financing) will be provided in the amount of 80 % of the total provided subsidy and will be paid no later than 30 days after signing the subsidy agreement. The remaining part of the grant will be paid after the approval of the final report and feasibility study by each of the organisers, no later than 30 days after their approval. Both documents (final report and feasibility study, including business plan) must be submitted to organisers no later than 45 days after the end of the project implementation period. The project implementation period will be specified in the subsidy agreement, for a maximum period of 6 months from the date of conclusion of this subsidy agreement.

6.3. The amount and nature of the subsidy

The amount of the subsidy that will be provided to individual beneficiaries will be determined according to the placement of individual beneficiaries in the competition according to the evaluation performed by the evaluation committee.

The total amount of financial support from the Startup Voucher program will reach a maximum of EUR 40,000, when this amount will be divided among the individual winners of the competition.

6.4. Eligible costs

Recipients of the subsidy acknowledge that the provided financial contribution may use only in the manner specified in these conditions, when the financial contribution is provided as special, when the recipient of the subsidy is not entitled to dispose of them arbitrarily, but only to cover costs or services explicitly identified in these conditions.

If the financial contribution from the provided subsidy is used for purposes other than those specified in these conditions or the subsidy agreement, such action of the beneficiary is considered a material breach of obligations under the subsidy agreement, in which case the beneficiary is obliged to return to organisers all financial contribution received on the basis of the subsidy agreement.

Eligible costs for the implementation of the project or business plan of the beneficiary **include only the following costs**:

* costs of product or service development;
* costs of materials and services associated with the development of the product or service;
* data purchase costs;
* prototype costs;
* costs of consultation with a professional expert;
* costs of related services (R&D, marketing, law, finance, accounting, etc.);

Eligible costs for the implementation of the project or business plan of the beneficiary **do not include the following costs**:

* wage costs;
* rental and rental-related costs;
* costs of telephones, internet or similar services;
* costs of refreshments or organizing events, conferences and similar events;
* the cost of purchasing a car or other means of transport.

The subsidy will not be used to cover any other ineligible expenses, in particular representation, gifts and extraordinary remuneration of the beneficiary's employees or other cooperating persons.

6.5. Control of the use of provided financial contribution

At the request of the organisers, the subsidy recipient is obliged to prove how the provided funds were used, in particular by accounting documents proving payment of funds for services or funds procured from the provided subsidy. The subsidy recipient is obliged to fulfil this obligation no later than within 5 working days from the day on which organisers declared to prove the use of the subsidy funds.

The beneficiary acknowledges that in the event that he is unable to properly prove the use of the subsidy funds at eligible costs within such period, such action or omission of the beneficiary shall be considered a material breach of the subsidy agreement, in which case the beneficiary is obliged to return to organisers all financial contribution received on the basis of the subsidy agreement. Organisers are entitled to use third parties for this control, especially persons specialized in accounting, taxes etc.

7. Evaluation of the project outputs

The final evaluation of the project and the proper use of the funds provided by the subsidy will be carried out by a team of experts composed of persons designated by the organizers, who may, if necessary, use the services of an external expert or other suitable person. The purpose of the final evaluation of the project will be, in particular, an assessment of the fulfilment of the purpose of the recipient's subsidy project, control of the use of the provided funds and an overall evaluation of the fulfilment of the set business objectives.

Evaluation criteria:

* Fulfilment of specific objectives set at the signing of the agreement and during the cooperation;
* Fulfilment of tasks set out in the work plan, which is a part of the subsidy agreement;
* Proper use of the provided funds in accordance with these conditions and the subsidy agreement;

The beneficiary acknowledges that if a team of experts evaluates the above criteria or only some of them as unsatisfactory, in particular, but not exclusively, due to the fault of the beneficiary, non-compliance with the above criteria is considered a material breach of subsidy agreement, when in such a case the beneficiary is obliged to return to organisers all financial contribution which he received on the basis of the subsidy agreement.

8. Webpage

Information about the project as well as the ongoing competition will be available on the organisers’ website [www.ceestartup.network](http://www.ceestartup.network) where the applicant will find related documents, especially the application for the competition, the so-called pitch deck, and other documents.