



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No 882463.



Project Acronym: PITCCH

Project Title: Pan-European Open Innovation Network for Corporate Challenges in advanced technologies

Project Number: 882463

Topic: INNOSUP-07-2019

Type of Action: CSA

**Regulation for
SMEs and Start-ups selection process for Corporate
Challenge and Award**

3rd cut-off

Change History			
Version	Date	Author	Changes/Comments
0	15/02/2022	PITCCH consortium	Initial draft
	04/03/2022		Final version

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1 Article 1 - Scope

1.1 The Pan-European Open Innovation Network for Corporate Challenges in advanced technologies (PITCCH) Project has received funding from the European Union’s Horizon 2020 Research and Innovation Programme under Grant Agreement n° 882463.

PITCCH project aims to increase the competitiveness of European industries by building a Pan-European Open Innovation (OI) network where Technology Centres (TCs) act as intermediaries to facilitate the establishment of structured collaborations between Big Corporations (BC) as technology seekers with Small and Medium-sized Enterprises (SMEs) as technology providers and this way accelerate the market uptake of advanced technologies through different sectors.

The overall goal is to promote collaborations between BCs and SMEs through targeted actions. TCs will work closely with BCs to define Corporate Challenges (hereinafter ‘the Challenge’) and to select the most adequate SME or start-up as solution provider to their Challenge. A total of 16 Challenges have been selected and launched throughout the lifecycle of the project under three different cut-offs dates (1st cut-off, 2nd cut-off and 3rd cut-off), with about an average of 5 challenges per each cut-off¹.

1.2 This document sets out the rules and conditions for the SMEs/Startups to respond to the Challenge through the PITCCH Open Innovation Platform (hereinafter ‘the Platform’).

1.3 The launch of the Challenges corresponds to the time SMEs and Startups can start to submit their applications and proposals to participate in the selection process. The opening date for the launch of the third round of 4 Challenges is the **7th of March 2021**.

1.4 The Selection Process of SMEs and Startups includes the submission and evaluation of the Application Stage 1 and Application Stage 2 that will lead to the selection of one (1) winning SME/Startup per each Challenge, as detailed in art.5.

1.5 The Award phase officialises the match-make between the BC as Challenge owner and technology seeker and the selected SME/Startup as technology provider. This phase can also include the selection of TCs. If needed, the selected SME/Startup can select one (1) or more TCs to access services for the implementation of the project. TCs can be selected from the PITCCH network or alternately from outside the PITCCH network, provided they validate their eligibility by registering in the Platform. The Award phase kicks-start the Open Innovation collaboration between the BC and the selected SME/Startup and if applicable the TC or TCs for the implementation of the collaborative project.

1.6 An In-Kind Contribution Agreement between the PITCCH Consortium, the selected SME/Startup, and if applicable the selected TC or TCs, shall be established.

1.7 A collaboration agreement between the BC and the selected SME/Startup shall be established for the implementation of the collaborative project with duration of 6 months. Where necessary, the TC or TCs may also be a party to the aforementioned collaboration agreement.

2 Article 2 - Promoter

2.1 The promoter is the PITCCH Consortium which is composed by the following partners:

1. INTERNATIONAL IBERIAN NANOTECHNOLOGY LABORATORY (INL), the Coordinator;
2. NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK (TNO);
3. RINA CONSULTING SPA (RINA-C);
4. STEINBEIS 2I GMBH (STEINBEIS);
5. AVITAMINADOS LDA (VITAMINA)

3 Article 3 - Eligibility Criteria

3.1 To respond to a Challenge, the applicant shall be a legal entity in compliance with the definition of SME given in the EU recommendation 2003/361² and established in one of the EU Member States or an H2020 Associate country³. UK entities remain eligible for grants and procurement procedures as if

¹ For the first cut-off, the number of Challenges to be launched was originally 5. Due to COVID-related travel restrictions, the PITCH days were not performed in person, but as virtual events. Funds originally allocated to supporting travel costs for SMEs to attend the events were used to support two additional SMEs under the first cut-off. The number of Challenges foreseen for the second and third round was planned to 5, however the number of eligible and selected Challenges under the third-round amount to 4.

² <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32003H0361&from=EN>

³ https://ec.europa.eu/research/participants/data/ref/h2020/grants_manual/hi/3cpart/h2020-hi-list-ac_en.pdf

the UK was a member state for the entirety of the Horizon 2020 framework programme. Namely, the entity shall comply with the following two criteria:

- a. Staff headcount below 250;
- b. Annual turnover below or equal to €50 million or annual balance sheet total below or equal to €43 million.

The link to the “User guide to the SME Definition – European Commission” is made available ([link](#)) for the entity to perform a self-assessment of compliance with the SME definition.

3.2 The SME/Startup, in order to participate in the PITCCH selection process for Corporate Challenge, shall:

- a) be an individual SME or Startup (hereinafter “the applicant”). Consortia of SMEs or Startups are not considered eligible;
- b) propose a solution that addresses the Challenge described by the BC. The Challenge is defined as a technological request from a BC, outlining the description of a technological need to develop a new product/process or service and/or to improve an existing product/process or service;
- c) propose a solution based on advanced technologies. Advanced technologies include Key Enabling Technologies (advanced manufacturing, advanced materials, nanotechnology, micro and nano-electronics, photonics, industrial biotechnology) and Digital technologies⁴.

3.4 Applicant SMEs/Startups may address more than one Challenge under the same cut-off, specifying the level of preference for the Challenge and may apply more than one time under different cut-offs. In any case, the Applicant cannot be selected to solve more than one Challenge per cut-off.

3.5 The SME/Startup may involve one or more TCs in the implementation of the project as provider of services if deemed necessary by the SME/startup. The final selection will occur during the Award Phase (art.9) but the SME/startup needs to provisionally specify the need to involve one or more TCs and the services needed already at the Application Phase (art. 5.4).

4 Article 4 - Challenge area

4.1 Corporate Challenges are relevant to one or more of the European priority areas and global challenges, as listed below:

a) Digital, industry and space: This area includes challenges and priorities finalised to increase competitiveness, resource-efficiency, and resilience of the European industry through digitalisation and digital transformation. It tackles for instance advanced manufacturing, predictive maintenance, improved warehouse and logistics, safer working environments, training, and skills.

b) Climate, energy, and mobility: This area concerns challenges/priorities addressed at adapting and mitigating climate change; by shifting towards low carbon innovations, energy efficient systems and buildings, smart and safe mobility, and transport with respect of the environment and the safety of citizens (such as intelligent transport systems, autonomous driving, predictive maintenance, road safety).

c) Health: Priorities/challenges related to this area are aimed at facing increased prevalence of chronic and rare diseases, cancer, and ageing population as well as risks posed by external threats such as infectious diseases and environmental aspects. There is a need for diversified and personalised care; preventive and precision medicine, equality in accessing health and care.

d) Food, bioeconomy, natural resources, agriculture, and environment: This area is aimed at addressing challenges/priorities that accelerate the transition towards sustainable agri-food systems, to ensure food and nutrition security and its economic, social, and environmental foundations, safeguarding the natural resource base protecting biodiversity and seas, oceans, and inland waters.

e) Civil security and society: Priorities/challenges in this area are related to increased security for citizens in different aspects ranging from natural disaster risk management, to management and monitoring of external borders, to protection from violent attacks in public spaces, to cybersecurity and a secure online environment that protects citizens’ data and online activities.

f) Culture, creativity, and inclusive society: The priorities under this area respond to the most pressing social, political, economic, and cultural concerns. It addresses promotion of better understanding and access to cultural heritage (including tourism); it tackles inequalities, such as social exclusion and gender discrimination; it assists modernisation of democratic governance.

⁴ <https://ati.ec.europa.eu/reports/eu-reports/technology-definitions>

5 Article 5 - Application Procedure

5.1 The Applicant first must register its profile on the Platform in order to be able to visualise the complete Challenge Description and consequently take part in the application procedure. It can take part in the application procedure of one or more Challenges, as indicated in art. 3.4.

5.2 Each Challenge will have a separate Application Procedure.

5.3 The Application Procedure consists of two stages: Application Stage 1 and Application Stage 2.

5.4 The Application Stage 1 consists in the submission of the Applicant's proposal (hereinafter 'proposal') in the Platform. The proposal is an electronic Form in the platform that requests a set of information about the proposed technological solution. This information is automatically visible to the members of the PITCCH Network Management Board and to the Big Corporation proposing the Challenge. It can be visible also to the Technology Centres part of the PITCCH network that are associated to the related Challenge only upon approval of the Applicant.

5.5 The Application Stage 2 is the pitch of the proposed technological solution (hereinafter 'pitch') in front of the BC at the PITCH Day. The selected SMEs/Startups shall participate in the PITCH Day organised by the BC and pitch their technological solution in front of a jury of members from the BC's personnel who will have the final say on the selection of a single winning SME/Startup.

6 Article 6 – Third Cut-off Application Deadline

6.1 The deadline for the Application Stage 1 is on the **19th of April 2022**. Results and invitation to the PITCH Day will be communicated by late April - early May 2022.

6.2 Selected SMEs/Startups shall participate in the PITCH Day that will be organised between **May and June, preferably no later than the 10th of June 2022**. The dates will be decided by the BC and communicated close to the event.

7 Article 7 - Evaluation Procedure

7.1 The evaluation of the Application Stage 1 consists of two steps: Step 1 is the eligibility check and Step 2 is the core evaluation.

7.2 Step 1, the eligibility check, is carried out by one member of the PITCCH consortium. Every Challenge will be assigned to one member, the Challenge Manager, responsible to perform the eligibility check of all applications submitted in relation to that specific Challenge.

The Challenge Manager performs individually the eligibility check of the applications based on the criteria outlined in art.8.1 and drafts a list of eligible and non-eligible applications. Another member from the PITCCH consortium will be involved to double-check the list of eligible and non-eligible applications. Eligible applications pass to the Step 2, the core evaluation, whereas non-eligible applications are rejected and informed accordingly.

7.3 The Step 2, the core evaluation, is carried out by a Panel composed of members of the BC's personnel staff (from either R&D, or technical/engineering, operations, marketing, management departments). The number of evaluators can be decided by the Big Corporation.

Each member of the Panel performs individually the evaluation of the proposals based on the criteria outlined in art.8.2, using the Evaluation Scorecard provided by the PITCCH Consortium and downloadable from the Platform.

The Panel is responsible of uploading in the Platform the completed Evaluation Scorecards resulting from the evaluation. The PITCCH Challenge Manager is responsible to collect all evaluations related to a specific challenge and rank the SMEs/Startups according to the results.

The ranking is then submitted to the BC who validates it. All applicants will be informed of the results and the SMEs/Startups with the highest results, up to a maximum of ten (10) SMEs/Startups, are invited to participate to the Application Stage 2. A reserve list with a maximum of five (5) SMEs/Startups will be formed. If a selected SME/Startup is not able or willing to participate in Stage 2, the next one(s) ranked, including if needed the reserve list, is invited to participate in Stage 2.

7.4 The evaluation of the Application Stage 2 corresponds to the pitch of the SME/Startup at the PITCH Day. The evaluation of the pitch will be carried out by members of the BC responsible of the Challenge based on the criteria outlined in art.8.3. An evaluation scorecard will be provided by the PITCCH consortium. The BC shall form a jury of at least two (2) members of personnel staff (from either R&D, or technical/engineering, operations, marketing, management departments). The PITCCH Challenge

Manager shall be present at the PITCH Day and moderate the evaluation. Based on the evaluation scorecards, a ranking will be prepared. At conclusion of the PITCH Day, the BC selects the winning SME/Startup according to the ranking. In the case a common consensus cannot be achieved on the PITCH Day, the announcement shall be made in the following days, no later than five (5) working days after the PITCH Day.

7.5 The decision of the Panel for the evaluation of the Application Stage 1 and of the Jury for the evaluation of the Application Stage 2 cannot be appealed

7.6 Through the participation in the evaluation process, the SMEs/Startups participating in the Application Stage 1 and Stage 2 will benefit from the following services provided by the PITCCH Consortium: 1) promotion/dissemination of their technological solutions; 2) technology readiness check of the proposed solutions; 3) eligibility check of the proposals to assess the potential of solutions to meet the BCs requirements 4) promotion of the solutions towards the BCs.

7.7 The SMEs/Startups selected at the Application Stage 1 and invited to the Stage 2 are supported with a training on the preparation of the pitch for PITCH Day and another on the general aspects of collaborating with a BC, namely Intellectual Property aspects. Further Technology Centres part of the PITCCH network can offer a meeting to provide technical advice on the proposed solution to the selected SMEs/Startups for the Application Stage 2 in preparation to the PITCH Day.

8 Article 8 – Evaluation criteria

8.1 The PITCCH Challenge Manager as per 7.2, performs the eligibility check of the Applications Stage 1 against the criteria below:

Eligibility Check		
Criteria	Description of the criteria	Eligibility Check
Compliance with the eligibility criteria	The Applicant must comply with the eligible criteria as defined in art. 3, namely: <ul style="list-style-type: none"> - Be an SME according to the EU definition; - Be an individual Applicant; - Propose a solution based on advanced technologies; - Specify the level of preference to the Challenge, in case it applies to more than one Challenge. 	Yes/No
Use of proper language in the application Forms	English must be the language used in the Forms of the Application.	Yes/No
Comprehensiveness and completeness of the application Forms	Forms of the Applications must be completed in all its parts and sections.	Yes/No
Relevance of the proposed solution to the Challenge description	The proposed solution shall be aligned and relevant to the Challenge description and requests.	Yes/No

8.2 The Panel, composed by members of the BC’s personnel staff as per 7.3, evaluates the Application Stage 1, Step 2, against the criteria below:

Proposal			
SME Performance Related Criteria			
Criteria	Description of the criteria	Weight	Max. score ⁵
SME fit to Challenge Area	SME domain’s alignment with the theme of the challenge. Higher points are awarded to SMEs already commercializing solutions in the domain.	10%	0.5
Technological Capability	In-house capability to bring together resources and competences and combine them to speed up the technology solution development and develop unique products and technologies.	10%	0.5

⁵ From min. 1 (little to no extent) to max. 5 points (very high extent)

Financial Factor	Financial strength in terms of availability of resources, financial capital	5%	0.25
Firm Size	<10 staff headcount and <2m (turnover or balance sheet total) – MICRO <50 staff headcount and <10m (turnover or balance sheet total) – SMALL <250 staff headcount and <50 (turnover) or <43m (balance sheet total) - MEDIUM	5%	0.25
SME Proposal Idea Criteria			
Relevance of the proposed solution to the Challenge requirements	Alignment of the solution’s technical aspects to the Challenge’s requirements.	15%	0.75
Value proposition/ innovativeness	Novelty and innovation potential of the concept. Capacity of the technology solution to solve the problem and its added value in comparison to currently available solutions in the Challenge domain.	15%	0.75
Technology Readiness	TRL alignment to the expectation of the BC.	10%	0.5
Quality of Implementation and capacity of the proposed team.	Considering quality of work plan and resource deployment. Capacity to perform the task; knowledge, technological and business expertise; commitment	10%	0.50
Appropriateness of the solution in the context of use	Adequacy of the solution/technology to the context of use of the BC. Feasibility of the proposed approach.	10%	0.50
Intellectual property approach and collaboration model	Soundness of the IP approach and of the collaboration model.	10%	0.50
Total score			5

The above criteria and related score weights are applied as default option to the Evaluation Scorecards. However, the Big Corporation can decide differently in accordance to its expectations and priorities. In this latter case, the PITCCH Challenge Manager determines the Evaluation Hierarchy Criteria, meaning the score weights, in collaboration with the BC responsible of the Challenge, through the Analytic Hierarchy Process (AHP). Additional criteria might be included upon request of the BC and before initiating the evaluation of the Application Stage 1 (Step 2).

If two or more proposals are scored at the same level, priority will be given to the one that:

- a) Has the higher score in “the first highest important main criteria category” (importance of the criteria will be defined by the BC);
- b) If also with reference to point a), there are proposals in the same position, priority will be given to the one that has the highest score in “the second highest important main criteria category” (importance of the criteria will be defined by the BC);
- c) In case following point b) there are proposals in the same position, priority will be given to the one that has submitted the application earlier.

8.3 The Jury evaluates the Application Stage 2, score and rank the SMEs/Startups against the criteria below. A classification will be made by the Jury together with the PITCCH Challenge Manager which can shuffle the ranking of the evaluation of Application Stage 1 (Step 2).

Pitch Day			
Criteria	Description of the criteria	Weight	Max. score⁶
Visual material and presentation	Effectiveness of the visual support. Effectiveness of the presentation.	20%	1
Solution-related aspects	Soundness of the solution, proof-of-concept/previous work, value proposition, credibility of the use case, unique selling points, feasibility of the timeline, capacity of the team.	45%	2.25
Business-related aspects	Business model, IP management, Risk management plan.	35%	1.75
Total score			5

9 Article 9 – Final Selection and Award

9.1 The selected SME/Startup decides either to implement autonomously the implementation of the 6 months project or to involve one or more TCs to receive support services during the 6 months project. In the latter case, the SME/Startup will be responsible to select the TC or TCs and may consult the BC's opinion during the selection and prior to the final choice.

9.2 The collaboration between the selected SME/Startup and the BC, and if applicable the selected TC or TCs, shall be regulated by a collaboration agreement (art.10).

9.3 The selected SME/Start-up will become third party of the PITCCH Consortium by signing an In-Kind Contribution Agreement with the PITCCH Consortium and will receive financial support from the PITCCH Project in the amount of €5,000.00. The financial contribution is considered as “in kind contribution against payment” to implement the project within the established timeframe. Specifications on the financial support provided by the PITCCH Consortium will be detailed in the In-Kind Contribution Agreement.

9.4 Eligible costs under the €5,000.00 include: personnel resources needed for the project implementation; consumables, components, and materials for the technological solution development; travel costs; access services for the selected TC or TCs, like feasibility study; technology advice, testing; validation; prototyping; technology positioning and/or access to specialised infrastructure and equipment.

9.5 The selected SME/Start-up will additionally receive a financial support from the BC in the minimum amount of €5,000.00. The amount can be used to cover costs related to the SMEs' expenses to implement the 6 months projects or to access services for the selected TC or TCs, like feasibility study; technology advice, testing; validation; prototyping; technology positioning and/or access to specialised infrastructure and equipment. Specifications on the financial support provided by the BC will be detailed in the Collaboration Agreement.

9.6 If the project budget exceeds the €10,000.00, the exceeding costs must be covered by SME/Startup's own resources or otherwise agreed with the BC.

9.7 The SME/Startup has to prepare a Technical and Financial Report at the conclusion of the 6 months project, including a description of the activities performed and objectives achieved, and a justification of the costs incurred. If applicable, the Technical Report shall include the description and results of the services provided by the TC or TCs. The BC related to the Challenge shall contribute to the preparation of the Technical Report.

⁶ From min. 1 (little to no extent) to max. 5 points (very high extent)

10 Article 10 - Collaboration agreement

10.1 The selected SME/Startup shall enter into a collaboration agreement with the BC, responsible for the Challenge, and, where necessary, with the selected TC or TCs for the implementation of the collaborative project.

10.2 The collaborative project shall start by the end of June 2022 (and anyway no later than July 2022) and have a duration of 6 months.

10.3 The agreement shall regulate the collaboration between the SME/Start-up, the BC and, where necessary, the TC or TCs, including specifications of the project and other matters, financial support *i.e.* knowledge ownership, intellectual property and exploitation of results. The selected SME/Startup per Challenge is supported by free-of-charge brokerage services provided by the PITCCH consortium, as described in the art. 11, at the beginning and during the collaboration and implementation of the project.

11 Article 11 - Brokerage services

11.1 Brokerage services are services provided to the SMEs/Startups by the PITCCH consortium members.

11.2 A set of brokerage services are provided to the final selected SME/Startup, one (1) per Challenge as part of the PITCCH process and upon request of the SME/Startup. These services include the assessment of the needs of the SME/Startup in terms of technical and business support at the beginning of the collaboration with the BC, in the middle term and at the end of the collaborative project implementation. The brokerage services will be provided by the PITCCH Consortium's experts for a maximum of 32h for each SME/Startup. The services can include contract stipulation, IP advice and negotiation/moderation. Specifications on the Brokerage Services to be provided to the final selected SME/Startup will be defined in the Agreement between the SME/Startup and the PITCCH Consortium.

12 Article 12 – Confidentiality and Use of Confidential Information

12.1 Confidentiality and the use of Confidential Information shall be governed by the provisions of section 10 of the PITCCH Consortium Agreement, a copy of which is annexed to this document.

12.2 For clarity, members of the consortium are entitled to act as disclosing parties or as recipients, separately or jointly with other members, to the extent required for the execution of the project.

13 Article 13 – Project Communication and Promotion

13.1 The PITCCH Consortium and the SME shall agree on the content in order to communicate, advertise, and publicise the technology solution as necessary for the performance of the PITCCH Project's activities, under Grant Agreement no. 882463.

13.2 Promotion on the Platform, in related project events and other means of communication (*i.e.*, social media, press release, and newsletter) and through the PITCCH consortium's networks. The PITCH Day will be equally promoted by the same means.

13.3 In regard to promoting the action and giving visibility to the EU funding, any communication activity related to the action (including in electronic form, via social media, *etc.*), any publicity, including at a conference or seminar, or any type of information or promotional material (brochure, leaflet, poster, presentation, *etc.*) must:

- display the EU emblem and the PITCCH Project logo;
- include the following text: "This project has indirectly received funding from the European Union's Horizon 2020 research and innovation programme under project PITCCH (grant agreement No 882463)".

Specific guidelines for communication will be provided in the Agreement between the SME/Startup and the PITCCH Consortium.

13.4 Information related to the SME/Startup will be disclosed to the extension agreed by the SME/Startup through the expression of consent and in compliance with the General Data Protection Regulation (the Regulation UE no. 2016/679).

14 Article 14 - Contact

Any doubts about the PITCCH selection process, namely on the eligibility of Applicants, the submission of applications, their assessment, or other, may be clarified through email to: info@pitcch.eu.

15 Article 15 - Amendments

This regulation may be subject to amendments.

16 Article 16 - Acceptance of Terms and Conditions

The Participation of the SME/Startup in the Challenges implies the acceptance of the terms and conditions set out in this document.

17 Annex 1 – Article 10 of the PITCCH Consortium Agreement

17.1 10 Section: Non-disclosure of information

10.1 All information in whatever form or mode of communication, which is disclosed by a Party (the “Disclosing Party”) to any other Party (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

10.2 The Recipients hereby undertake in addition and without prejudice to any commitment on nondisclosure under the Grand Agreement, for a period of 4 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

10.3 The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees or third parties involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of the contractual relationship with the employee or third party.

10.4 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

10.5 The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

10.6 Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

10.7 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Party, and

- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

10.8 All the personal data disclosed during this Project will be treated according to the Regulation UE no. 2016/679 (General Data Protection Regulation), where applicable, as well as any other legislation or regulatory requirements in force from time to time which apply to each Party relating to the use of personal data.