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Challenges in advanced technologies

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Regulation for

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

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Change History				
Version	Date	Author	Changes/Comments	
0	27/01/2021	PITCCH Initial version consortium		
	29/01/2021	Consortium	Art.6 - Update of the deadline for the Application Stage 1 from the 28 th of February to the 1st of March 2021.	

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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 17 Challenges will be 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), 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 first cut-off for the launch of the first 7 Challenges is scheduled for the **29th January 2021**.
- **1.4** The Selection Process of SMEs and Startups includes the submission and evaluation of the first (1st) and second (2nd) stage of their application process 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 technology seeker, the Challenge owner, and the technology provider, the selected SME/Startup, and kick-start the Open Innovation collaboration between the BC and the selected SME/Startup.
- **1.6** The Open Innovation collaboration will be established through an agreement between the SME/Startup and the PITCCH Consortium, and a collaboration agreement between the SME/Startup and the Big Corporation for the implementation of a project with duration of 6 months.

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);

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 will not be performed in person, but as virtual events. Funds originally allocated to supporting travel costs for SMEs to attend the events will be used to support two additional SMEs under the first-cut-off, allowing to increase the Challenges of two more. The number of Challenges foreseen for the second and third round of calls is still 5 as originally planned.

- 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 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 (<u>link</u>) 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 nanoelectronics, 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.

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

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

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

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.

5 Article 5 - Application Procedure

- **5.1** The Applicant first has to 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 of the submission of a Form in the Platform with information about the technology solution in response to the Challenge and the SME/Startup's technological and innovation capability. This Stage 1 allows to evaluate that SMEs/Startups satisfy a set of minimum requirements and to make a screening of the most promising technology solution offer. The outcome of the Stage 1 is the selection of fifteen (15) SMEs/start-ups per Challenge that will be invited to the Application Stage 2. The evaluation of the Stage 1 will be carried out by the members of the PITCCH consortium
- **5.5** The Application Stage 2 consists of two (2) steps: Step 1 is the submission of the full-stage proposal (hereinafter 'proposal') per Challenge and Step 2 is the pitch of the technology solution offer (hereinafter 'pitch') in front of the BC at the PITCH Day.
- **5.6** For Stage 2, Step 1, the PITCCH Consortium evaluates the proposals and ranks the first ten (10) SMEs/Startups and creates a reserve list of five (5) SMEs/Start-ups. The first ten (10) SMEs/Start-ups in the ranking will be invited to the PITCH Day. BCs will have the possibility to visualise the proposals on the Platform and revise the ranking of the SMEs/Start-ups before the PITCH Day.

5.7 For Stage 2, Step 2, the selected SMEs/Startups shall participate in the PITCH Day organised by the BC and pitch the technology offer/solution in front of a jury of members and experts from the BC's personnel who will have the final say on the selection of a single winning SME/Startup.

6 Article 6 – First Cut-off Application Deadline

- **6.1** The deadline for the Application Stage 1 is the **1**st **of March 2021.** Results and invitation to submit the Application Stage 2 will be communicated by the **15**th **March 2021.**
- **6.2** The deadline for the Application Stage 2 full stage proposal is the 7^{th} April 2021. Results and invitation to the PITCH Day will be communicated by the 30^{th} April 2021.
- **6.3** Selected SMEs/Startups shall participate in the PITCH Day that will be organised within **May 2021**, **preferably no later than 20**th. 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 will be carried out by a Panel composed by three (3) members from different partners of the PITCCH consortium. Every Challenge will be assigned to a Panel, responsible to evaluate all applications submitted in relation to that specific Challenge.

Each member of the Panel will perform individually the evaluation of the applications based on the criteria outlined in art.8.1. For each Panel, one of the members will be responsible to make an average of the single evaluation results, prepare an Evaluation Summary Report and rank the fifteen (15) SMEs/Startups with the highest results. All applicants will be informed of the results and the selected 15 SMEs/Startups invited to submit the Application Stage 2, Step 1. **Results will be communicated by the 15th March 2021.**

7.2 The evaluation of the Application Stage 2, Step 1 will be carried out by the Panel composed by three (3) members from different partners of the PITCCH consortium, as defined for the Application Stage 1.

Each member of the Panel will perform individually the evaluation of the proposals based on the criteria outlined in art.8.2. For each Panel, one of the members will be responsible to make an average of the single evaluation results, prepare an Evaluation Summary Report and rank the ten (10) SMEs/Startups with the highest results, forming a reserve list with the five (5) SMEs/Startups that did not rank among the first 10. This ranking and the full proposals from SMEs/Startups will be available for revision from the BC responsible of the Challenge, who will have the possibility to perform their own evaluation of proposals against the criteria in art. 8.2 and modify the provisional ranking proposed by the PITCCH evaluators. In this latter case, the BC staff will provide a justification of their choices. All applicants will be informed of the results and the selected top 10 SMEs/Startups will be invited to participate to the Application Stage 2, Step 2. If one or more of the selected SMEs/Startups are not able or willing to participate in Stage 2, Step 2, the next one(s) ranked in the reserve list will be invited to participate in Stage 2, Step 2. Results will be communicated by the 30th April 2021.

7.3 The evaluation of the Application Stage 2, Step 2, corresponds to the PITCH Day. The PITCH Day is the event, organized by the BC in collaboration with the PITCCH Consortium, where the ten (10) selected SMEs/Startups will deliver a pitch of their proposal to the BC. The PITCH Day should be held in **May 2021**, **preferably no later than the 20th**. The evaluation will be carried out by the members of the BC responsible of the Challenge based on the criteria outlined in art. 8.3. 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). One representative of the PITCCH Consortium will be present in the PITCH Day and will moderate the evaluation. At conclusion of the PITCH Day, the selected

SME/Startup will be announced. 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 three (3) working days after the PITCH Day.

- **7.4** The decision of the Panel for the evaluation of the Application Stage 1 and Stage 2 (Step 1) and of the Jury for the evaluation of the Application Stage 2 (Step 2) cannot be appealed.
- **7.5** 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 innovation requests; 2) feasibility assessment and technology readiness check of the proposed solutions; 3) promotion of the innovative solutions towards the BCs; 4) evaluations of the proposals to assess the potential of solutions to meet the BCs requirements.
- **7.6** The ten (10) SMEs/Startups per Challenge selected at the Application Stage 2 Step1 and invited to the Step 2 are supported with a training on the preparation of the pitch to present at the PITCH Day.

8 Article 8 – Evaluation criteria

8.1 The Panel will evaluate the Applications Stage 1 against the criteria below and score them as follow:

SME Performance Related Criteria – Innovation Capacity					
Criteria	Description of the criteria	Weig ht	Score	Max. score	
Technologi cal 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%	From min. 1 (little to no extent) to max. 5 points (very high extent)	0.5	
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%	From min. 1 (little to no extent) to max. 5 points (very high extent)	0.5	
Financial Factor	Financial strength in terms of availability of resources, financial capital	5%	From min. 1 (little to no extent) to max. 5 points (very high extent)	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%	From min. 1 (little to no extent) to max. 5 points (very high extent)	0.25	
Conditions for Innovation/ Learning Capability	Readiness of the organisational structure to operate in Open Innovation context.	5%	From min. 1 (little to no extent) to max. 5 points (very high extent)	0.25	

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SME Proposal Idea Criteria					
SME's proposal fit to Challenge requirements	Degree of the proposals of being able to solve the Challenge's requirements. Soundness of the approach.	20%	From min. 1 (little to no extent) to max. 5 points (very high extent)	1	
Innovativenes s/ creativity	Innovation potential of the concept.	15%	From min. 1 (little to no extent) to max. 5 points (very high extent)	0.75	
Technology Readiness	TRL alignment to the expectation of the BC.	15%	From min. 1 (little to no extent) to max. 5 points (very high extent)	0.75	
Impact- Added Value	Added value of the technology solution in comparison to currently available solutions in the Challenge domain. Expected economic/environmental/social impact.	15%	From min. 1 (little to no extent) to max. 5 points (very high extent)	0.75	
			Total score	5	

8.2 The evaluation of the Application Stage 2 (Step 1) will be based on a set of Evaluation Hierarchy Criteria determined in collaboration with the BCs responsible of the Challenges, through the Analytic Hierarchy Process (AHP).

Each Challenge will have its own Evaluation Hierarchy Criteria to evaluate the proposals.

The Evaluation Criteria Hierarchy will include a first level of criteria that are common to all Challenges and a specific set of sub-criteria, covering all relevant factors influencing the best fit between the SME/Startup's Technology solution and the Challenge. This specific set of sub-criteria will be determined for each Challenge according to the specific needs of the BC.

The first level of criteria, common to all Challenges, is reported below. Additional criteria might be included upon definition of the BC and before initiating the evaluation of the Application Stage 2 (Step 1).

Criteria	Description of the criteria	Score	
Concept &	Novelty and feasibility of the product or	From min. 1 (little to no extent)	
Technology	service concept proposed	to max. 5 points (very high	
		extent)	
Excellence	Considering the soundness of service concept	From min. 1 (little to no extent)	
	and its innovation potential	to max. 5 points (very high	
		extent)	
SME/Team	Capacity to perform the task; knowledge,	From min. 1 (little to no extent)	
	technological and business expertise;	to max. 5 points (very high	
	commitment	extent)	
Quality of	Considering quality of work plan and	From min. 1 (little to no extent)	
Implementation	resource deployment	to max. 5 points (very high	
		extent)	

The weight of each criteria will be determined in collaboration with the BC through a pair-wise comparison survey, which will be finalised to assess the importance of each criteria for the BC responsible of the Challenge. The total score also will be defined based on the set of criteria decided in

collaboration with the BC. Details on the criteria related to the Application Stage 2-Step 1 will be disclosed when the relative submission for applications opens.

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

- a) Has the highest 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 (Step 2), score and rank the SMEs/Startups against the criteria described in art.8.2. A classification will be made by the Jury together with a moderator, a member of the PITCCH consortium, taking into account the pitch's performance and the classification previously made as result of the evaluation of the Application Stage 2 (Step 1).

9 Article 9 – Final Selection and Award

- **9.1** The selected SME/Startup per Challenge is informed at the end of the PITCH Day or no later than three (3) working days after the PITCH Day.
- **9.2** The selected SME/Startup is invited to start a collaboration with the BC and implement the project with duration of 6 months, to be regulated by a collaboration agreement between the selected SME/Startup and the BC (art.10).
- **9.3** The selected SME/Start-up has to sign an agreement with the PITCCH consortium, becoming a Third Party, and receives a financial support of €25,000.00 "in-kind contribution against payment" for implementing the activities related to the project with the BC. If the project budget exceed the €25,000.00, the exceeding costs must be covered by SME/Startup's own resources.
- 9.4 The eligible costs for the financial support include: personnel resources needed to the project implementation; consumables, components and materials for the product/technology development; support services for the product/technology validation. Specifications on the financial support will be detailed in the Agreement between the SME/Startup and the PITCCH Consortium.
- 9.5 The SME/Startup has to prepare a Technical and Financial Report at the conclusion of the collaborative project. The BC related to the Challenge shall contribute to the preparation of the Technical Report.

10 Article 10 - Collaboration agreement

- **10.1** The selected SME/Start-up shall enter into a collaboration agreement with the BC, responsible for the Challenge, for the implementation of the collaborative project.
- **10.2** The collaborative project shall start in May or June 2021 and have a duration of around 6 months, with expected conclusion around December 2021/January 2022.
- **10.3** The agreement shall regulate the collaboration between the SME/Start-up and the BC, including specifications of the project and other matters, 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 40h for each SME/Startup. The services can include contract stipulation, technology advice and negotiation/moderation and technology positioning. 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.