

Unclassified

Ref: MIH2019/005/.....

[date]

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.....  
.....

Dear [Mr/Ms. name surname]

**Letter of Award – YouStartIT #5 Call for Startups (Reference: MIH2019/005)**

With reference to your application form (Appendix D) submitted on [date] and subsequent pitch delivered on [dd-mm-year] in response to the Call for Startups designated YouStartIT#5 published by MITA on 18<sup>th</sup> March 2019 and having reference MIH2019/005, MITA is hereby awarding your startup team [name of startup], (the “Startup”), the Grant subject to the terms and conditions stated in this letter and Appendix A (Startup Responsibilities,) and Appendix B (Grant Terms and Conditions) and Appendix C (Social Impact Agenda). The Grant is intended to assist your Startup in achieving the following Objectives:

- 1) The deployment of the software product prototype(s) including the functionality, outcomes and related design, libraries and other components representing the digital business idea referred to in the application form attached to Appendix A (the “Project”);
- 2) The delivery of a final report which will include a summary of all the test results and outcomes of a proof-of-concept that demonstrates feasibility of the business idea, lessons learned and recommendations for any further applied research and/or experimental development (the “Final Report”); and
- 3) The drafting of a Business Plan or equivalent/similar business document; stating how the Startup plans to use the prototype as an opportunity for further ideation and growth (the “Business Plan”) if requested by MITA.

The Startup shall deliver a software Prototype in response to the requirements identified in the YouStartIT call for startups, ref. MIH2019/005.

The Grant shall consist of:

- 1) A cash grant of up to €20,000 which is exempt from VAT and is payable as follows:
  - (a) €2,000 disbursed after thirty (30) days from signing of this Letter by the Project Coordinator upon receipt of a signed Power of Attorney from each co-founder authorising receipt of the first tranche by the Project Coordinator;
  - (b) €2,500 upon formalisation of the Startup and presentation of documentary evidence (e.g. VAT Registration Certificate, MFSA certificate);
  - (c) €7,500 disbursed against an Interim Test Report(s) and any supporting documentation (e.g. a Business Model Canvas, Customer Persona) as directed by the MITA Innovation Hub (MIH);
  - (d) €8,000, or balance thereof, upon delivery of a Business Plan and/or Final Report; and after taking into due account the startup’s performance in the Social Impact Agenda described in Appendix C.

2) Pro bono services worth €10,000 including:

(a) Assistance in the formalisation of the Startup by way of introducing the team to third party legal and accounting firms;

(b) Access to the co-working space at the MIH in SmartCity Malta during the Term;

(c) Up to ninety (90) contact hours with MITA staff covering:

- The provision of one-to-one mentorship covering aspects related to validation of the business idea, prototyping, testing, product development and growth of the business; project management and administrative support;
- The co-ordination and involvement on a best effort basis of external mentors and/or accounting, tax and legal advisors who will provide up to 100 hours of additional consultancy services covering: (i) partnership/company formation, (ii) legal and tax advice, (iii) business, marketing or technology mentoring services;
- The provision of any technology perks available to the MIH during the Term on a best effort basis and according to the rules set by the technology provider;
- Support in the organisation of networking events organised to demonstrate and disseminate the Startup's Prototype and results of the proof-of-concept, as well as to facilitate interaction with external mentors and potential angel investors ("Pro Bono Services").

The MITA Innovation Hub (MIH) is a collaborative environment that gives the Startup an opportunity for contact with external mentors or investors. The environment is designed to encourage interaction between the Startup and such mentors or investors for the benefit of the Startup and to enhance its potential for business growth and internationalisation. With this intent MITA may pass on information about the Startup and its business idea to such mentors or investors. MITA, however, does not carry out any due diligence assessments of the mentors or investors, and hence cannot guarantee their integrity, credibility and degree of competence in the subject.

The "Term" of the Grant shall commence on the date on which the Startup signs this Letter of Award (the "Commencement Date") for a period of six (6) months, or earlier in the event that the Business Plan is finalised by the Startup before such period.

Kindly sign the attached duplicate of this letter as an indication of your acceptance of the terms contained herein.

Yours sincerely,

.....  
Tony Sultana  
Executive Chairman  
Malta Information Technology Agency (MITA)

**ACCEPTANCE**

We, the undersigned, agree to the contents of this letter of engagement.

.....  
Insert name

.....  
ID/Passport Card Number

.....

Address: .....  
(insert address, if different from top of first page address)

Email: .....

VAT Registration Number (where applicable) .....

Company Registration Number (where applicable) .....

Date: .....

- Encl:   Appendix A: Startup Responsibilities  
          Appendix B: Grant Terms and Conditions  
          Appendix C: Social Impact Agenda  
          Appendix D: Application Form



## Appendix A – Startup Responsibilities

### Project Coordinator

As prescribed by the Call Guideline, the ‘Project Coordinator’ shall be the co-founder participating in the YouStartIT Programme, and shall be responsible to:

- a. Act as the main contact point for the Startup in its interactions with the MIH and its designated partners or mentors;
- b. Participate in:
  - i. fortnightly one-to-one meetings, mentor meetings, fortnightly cohort meetings, ad hoc progress meetings or test sessions and other activities, including promotional ones, requested by MITA during the course of the proof-of-concept; **failed participation to each activity without extenuating circumstances approved in writing by the MIH will carry a value of 1,000 negative points which will be offset against the Social Impact Agenda; attainment of 3,000 negative points will automatically constitute a Breach of contract in terms of article 11 of Appendix B and may lead to termination of this agreement and immediate cessation of participation in the programme by the Startup.**
  - ii. any demonstration and dissemination activities, including post-implementation interviews, organised by MITA throughout the Project Duration.
- c. Administer and keep a record of all transactions, minutes, labour effort, deeds and all documentation related to the day-to-day management of activities, including disbursements and any payments made to the other members of the Startup or any external contractors or employees engaged for the purposes of the proof-of-concept; and the issue of grant disbursement requests in line with the stages (1) (a) (b) (c) and (d) identified in the Letter of Award.
- d. Provide periodic updates as determined by MITA;
- e. Attend and actively participate in activities such as meetings, workshops, talks and presentations organised to manage the proof-of-concept and demonstrate and disseminate the outcomes of the proof-of-concept.
- f. Ensure participation of the Startup in the Social Impact Agenda described in Appendix C.
- g. Ensure ongoing interaction with the customers and end-users targeted by the business idea, and as directed by the MIH management team or its appointed business mentors.

The Project Coordinator may, subject to approval in writing from the MIH team manager, delegate one or more of the above-mentioned responsibilities to another co-founder of the Startup.

The co-founder appointed the role of Project Coordinator shall be [Mr/Ms First Name Family Name]. Any changes to the identity of the Project Coordinator will be subject to approval by MITA.

### The Project

[Provide a concise description of the project in not more than 150 words].

As part of the Project the Startup shall deliver an Interim Test Report designed to:

- [Demonstrate evidence of early customer engagement, user/customer validation, prototyping and testing, aimed to validate desirability and feasibility of the Startup’s business idea];
- [Illustrate the results of tests carried out on the latest “Alpha version” of the Prototype, defined as the version used by the Startup or its appointed testers to test prototype functionality prior to release of the “Beta version”; or agreed metrics achieved by tests carried out on the “Beta version” of the Prototype, defined as the version released to a limited number of end-users of the product to obtain feedback on product quality, desirability and usability] [amend as relevant].

On conclusion of the Project, the Startup shall deliver the following documents (templates to be made available):

- [Business Plan or equivalent business document such as marketing strategy, white paper, etc., and/or]
- [Final Report which will include the outcome of any further tests and user feedback obtained further to deployment of any Beta version of the prototype] [amend as relevant].

## Prototyping and Testing

In delivering the Project, the Startup shall:

- a. Carry out all the necessary user/customer validation and testing of the Prototype;
- b. Deliver the Prototype in line with the following milestone plan in line with programme timeline:

Project kick-off	dd:mm:yyyy
Registration of partnership/company completed	dd:mm:yyyy
Interim Test Report delivered	dd:mm:yyyy
Final version of [Alpha/Beta] prototype deployed	dd:mm:yyyy (the "Launch Date")
Business Plan/Final Report delivered	dd:mm:yyyy

*[amend the plan as relevant]*

## Reporting

The Startup accepts to:

- Deliver or make available online weekly status updates, as well as *ad hoc* or exception reports, as required by circumstances or progress, and using the electronic tools and resources assigned or indicated by the MITA Innovation Hub (MIH) management team.
- Deliver fortnightly presentations about ongoing progress, lessons learned and upcoming activities to the other members of the programme and to the MIH management team.

## Premises

Once the Startup is granted permission to use the MIH, the co-working space and facilities made available by MITA to Startups, it shall be bound to adhere to the MIH house keeping rules and Fire Evacuation Rules and Procedures at all times.

## Appendix B – Terms and Conditions

**Important Information About these Terms and Conditions:** Please read these terms and conditions carefully. These terms and conditions and the Letter of Award (the “Agreement”/“Grant Agreement”) constitute a binding contract between you (hereinafter referred to as the “Startup”) and the Malta Information Technology Agency (hereinafter referred to as “MITA”) for the provision of the Grant. In accepting the Grant you agree to be bound by these terms and conditions of this Agreement

### 1. Definitions

The terms “**Business Plan**”, “**Commencement Date**”, “**Grant**”, “**Launch Date**”, “**Objectives**”, “**Pro Bono Services**”, “**Project**”, “**Project Coordinator**”, “**Startup**” and “**Term**” shall have the same meaning as assigned to them in the Letter of Award to which these terms are attached and the YouStartIT.Call for Applications.

### 2. Purpose of Grant:

- 2.1 The Startup shall use the Grant only for the delivery of the Objectives and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of MITA.
- 2.2 The Startup shall not make any significant change to the Project without MITA's prior written agreement.
- 2.3 Where the Startup intends to apply to a third party for other funding for the Project, it will notify MITA in advance of its intention to do so. The Startup agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that MITA is funding in full under this Agreement.

### 3. Payment of Grant

- 3.1 Subject to clause 11, MITA shall pay the Grant to the Startup in accordance with the payment plan referred to in the Letter of Award, subject to the necessary funds being available when payment falls due. Provided Pro Bono Services shall be due in kind and no payments shall be due by MITA to the Startup for such amount representing the worth of Pro Bono services not utilised during the Term.
- 3.2 The amount of the Grant shall not be increased in the event of any overspend by the Startup in its delivery of the Project.
- 3.3 The Grant shall be paid by bank transfer or cheque payable to the Startup. Upon formalisation into a business undertaking the Startup will set-up a separate ordinary bank account in the name of the Startup.

### 4. Use of Grant

- 4.1 The Grant shall be used by the Startup for the purpose of reaching the Objectives in accordance with the agreed budget set out in the Letter of Award.
- 4.2 The Startup shall only make payments or utilise the Pro Bono Services in accordance with the terms governing the status and operation of the Startup and/or in accordance with terms of the contract for services or contract of services entered into between the Startup and any third party satisfying the requirements defining a Startup under this Agreement.

### 5. Monitoring and reporting

- 5.1 The Startup shall closely monitor the delivery and success of the Project throughout the Term to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 5.2 Within sixty (60) days from the final payment, the Startup shall provide MITA with a financial statement and report detailing its use of the cash grant and, if requested by MITA, the use of Pro Bono Services during the Term.
- 5.3 Where the Startup has obtained funding from a third party for its delivery of part of the Project, the Startup shall include the amount of such funding in its financial statement together with details of what that funding has been used for.
- 5.4 The Startup shall on request provide MITA with information, explanations and access to documents and/or records as MITA may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.

### 6. Acknowledgment and publicity

- 6.1 The Startup shall not publish any material referring to the Project and/or the Objectives or MITA without the prior written agreement of MITA. The Startup shall acknowledge the support of MITA in any materials that refer to the Project and in any written or spoken public presentations about the Project and/or the Objectives. Such acknowledgements (where appropriate or as requested by MITA) shall include MITA's name and logo (or any future name or logo adopted by MITA) using the templates provided by MITA from time to time.
- 6.2 In using MITA's name and logo, the Startup shall comply with all reasonable branding guidelines issued by MITA from time to time.
- 6.3 The Startup agrees to participate in and co-operate with promotional activities relating to the Project and/or the Objectives that may be instigated and/or organised by MITA.

- 6.4 MITA may acknowledge the Startup's involvement in the Project and/or the Objectives as appropriate without prior notice.
- 6.5 The Startup shall comply with all reasonable requests from MITA to facilitate visits, provide reports, statistics, photographs and case studies that will assist MITA in its promotional and fundraising activities relating to the Project and/or the Objectives.

## **7. Intellectual Property Rights**

- 7.1 The Startup will retain all right, title and interest in and to all Intellectual Property Rights arising in connection with this Agreement.
- 7.2 [In cases where the project concerns the Government of Malta, the Startup shall, upon a written request by MITA, grant a non-transferable, perpetual, royalty free and non-exclusive license in the name of the Government of Malta to use the Intellectual Property created by the Startup pursuant to this Agreement in the event that the Startup ceases to maintain the Intellectual Property or the Government of Malta does not enter into a separate contractual arrangement with the Startup for the purpose of maintaining the Intellectual Property. The right to use shall, in particular, but without limitation, allow the Government of Malta to enhance or further develop, adapt or re-use the Intellectual Property itself or through the appointment of a third party. For such purpose, the Startup shall as part of the delivery of the Project, provide MITA with the Intellectual Property, including a copy of the source code, as at the Launch date. For the avoidance of doubt, the Startup shall retain ownership in the Intellectual Property created and grant the Government of Malta a licence for use in accordance with the provisions of this Clause 7.2.] [delete if not applicable]
- 7.3 The Startup acknowledges and agrees that all data, information, text, drawings and other materials ("the Data") embodied in any electronic, optical, magnetic or tangible medium, supplied to the Startup by MITA or any other entity within the Government of Malta, is and shall remain the sole property of that party and shall be used by the Startup for the sole purpose of delivering the Project and/or reaching the Objectives in accordance with the terms of this Agreement.
- 7.4 For the purpose of this clause 7 "Intellectual Property Rights" shall mean copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered), and all other similar intellectual or industrial proprietary rights.

## **8. Confidentiality**

- 8.1 Each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 8.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
  - (1) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
  - (2) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - (3) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.
- 8.3 The provisions of this clause shall survive the termination of the Agreement for any cause whatsoever.

## **9. Freedom of information**

- 9.1 The Startup acknowledges that MITA is subject to the requirements of the Freedom of Information Act (Cap. 496 of the Laws of Malta) and that the provisions of the Agreement are without prejudice to the obligations of MITA under the said Act, the Code of Practice issued under the same Act and any subordinate legislation made under the Act from time to time and/or any decision issued by the Information and Data Protection Commissioner in relation to such legislation.
- 9.2 The Startup shall provide assistance as necessary to enable MITA to respond to a request for information within the twenty (20) Working Day time limit established under the Freedom of Information Act for compliance.

## **10. Data protection**

- 10.1 The Startup shall (and shall procure that any of its staff involved in connection with the Project) comply with the requirements of the General Data Protection Regulation (Regulation 2016/679) and the Data Protection Act (Cap 586 of the Laws of Malta) and will duly observe all their obligations under such legislation, which arise in connection with the Project. For the purpose of this Letter of Award, the Parties agree that this is not a processing agreement and therefore no processing of personal data is involved for the purpose of disbursing the Grant.

## **11. Consequences for Breach of Contract**

11.1 MITA's intention is that the Grant will be paid to the Startup in full. However, without prejudice to MITA's other rights and remedies, MITA may at its discretion withhold or suspend payment of the Grant and/or require, in exceptional circumstances which so warrant, repayment of all or part of the Grant if:

- (1) the Startup uses the Grant for purposes other than those for which they have been awarded;
- (2) MITA considers that the Startup has not made satisfactory progress with the delivery of the Project and/or the Objectives and/or fulfilment of the Startup Responsibilities;
- (3) the Startup is, in the reasonable opinion of MITA, delivering the Project and/or the Objectives in a negligent manner;
- (4) the Startup obtains funding from a third party which, in the reasonable opinion of MITA, undertakes activities that are likely to bring the reputation of the Project or MITA into disrepute;
- (5) the Startup provides MITA with any materially misleading or inaccurate information;
- (6) the Startup is guilty of serious misconduct, including fraud, neglect or refusal to continue with the Project and/or the Objectives.
- (7) the Startup or any member of the Startup has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project and/or the Objectives or (b) taken any actions which, in the reasonable opinion of MITA, bring or are likely to bring MITA's name or reputation into disrepute; or
- (8) the Startup fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure.

11.2 Should the Startup be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project, reaching the Objectives, or compliance with this Agreement it will notify MITA as soon as possible so that, if possible, and without creating any legal obligation, MITA will have an opportunity to provide assistance.

## **12. Limitation of liability**

12.1 MITA accepts no liability for any consequences, whether direct or indirect, that may come about from the Startup running the Project, the use of the Grant, including the Pro Bono Services, or from withdrawal of the Grant. The Startup shall indemnify and hold harmless MITA, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Startup in relation to the Project, the non-fulfilment of obligations of the Startup under this Agreement or its obligations to third parties, including obligations arising pursuant to Clause 20 (Third Party Services).

12.2 Subject to clause 12.1, MITA's liability under this Agreement is limited to the payment of the cash granted by MITA to the Startup under this Agreement.

## **13. Warranties**

13.1 The Startup warrants, undertakes and agrees that:

- (1) the Startup, and any of its members and/or employees, certifies the work as their own, and does not infringe any third-party Intellectual Property Rights;
- (2) it has not committed, nor shall it commit, any act constituting serious misconduct, including fraud, neglect or refusal to continue with the Project and/or the Objectives.
- (3) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify MITA immediately of any significant departure from such legislation, codes or recommendations;
- (4) it has advised MITA fully of any conflict of interest of which it is aware regarding the Service as at the date of the Contract and further undertakes to inform MITA as soon as practicable of any conflict of interest regarding the Agreement of which it may become aware during the Term.
- (5) all information concerning the Startup and/or its members which has been disclosed to MITA is to the best of its knowledge and belief, true and accurate;
- (6) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (7) it is not aware of anything in its own affairs, which it has not disclosed to MITA or any of MITA's advisers, which might reasonably have influenced the decision of MITA to make the Grant on the terms contained in this Agreement.

## **14. Termination**

MITA may terminate this Agreement and any Grant payments

- a) Without notice in case of a breach of contract detailed in Clause 11.1 of these Terms; or
- b) By giving the Startup one (1) month written notice should it be required to do so for any reason or without reason.

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive this Agreement, shall so survive the expiry or termination of this Agreement whichever is the earlier.

## **15. Assignment**

The Startup may not, without the prior written consent of MITA, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

## **16. Waiver**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

## **17. Notices**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed to the address of the relevant party, to the address referred to in the Letter of Award or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the fourth working day following such mailing.

## **18. Dispute resolution**

18.1 In the event of any complaint or dispute (which does not relate to MITA's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Coordinator or any other individual nominated by MITA from time to time.

18.2 In the absence of agreement under the preceding clause, the parties shall refer the disagreement to the Malta Arbitration Centre for a final decision on the matter.

## **19. No partnership or agency**

This Agreement shall not create any partnership or joint venture between MITA and the Startup, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

## **20. Third Party Services**

MITA disclaims all liability, including express or implied warranties, whether written or not for any services provided by third parties, in connection to the Project. MITA makes no representation whatsoever as to fitness for a particular purpose in respect of services provided by a third parties for the Startups intended purpose.

The Startup also acknowledges that the services provided by third parties as part of the Pro Bono Services are subject to separate terms and conditions and that in accepting to avail of the service by the third parties agrees to abide by such terms and conditions as may be notified by MITA from time to time.

## **21. Joint and several liability**

Where the Startup is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Startup shall be jointly and severally liable for the Startup's obligations and liabilities arising under this Agreement.

## **22. Governing law**

This Agreement shall be governed by and construed in accordance with the laws of Malta.

## Appendix C – Social Impact Agenda

The Social Impact Agenda (SIA) consists of a set of activities designed to enhance the exposure, within the Maltese community, of startups following the YouStartIT programme. It is an integral part of the programme and a method that the MITA Innovation Hub (MIH) uses to measure the startups' social impact on the local startup community, as well as encourage them to be purposeful and forthcoming in their communication.

Each Startup forming part of a YouStartIT intake is invited to engage in activities and events aimed to promote opportunities for learning and providing tools for startup and entrepreneurial success. To participate in the SIA each startup must organise its own activities, targeting fellow founders from within its cohort, as well as other startups, members or stakeholders of the Maltese startup ecosystem.

The Startup's performance on the SIA will determine how much of the fourth and final instalment of the grant is actually disbursed. This means a good performance on the SIA will translate to the full amount being disbursed. By contrast, a poor performance will translate in less or no funds being disbursed from this tranche.

### How the SIA works

1. YouStartIT startups' participation in SIA activities is mandatory.
2. Each type of activity (defined overleaf) is assigned a certain amount of points which equate to an equivalent value in Euro composing the fourth and final instalment of the cash grant disbursed to the startup (see table below).

Activity	Number of points	Equivalent value in Euro
Meetup (mandatory)	4,000	€4,000
Lecture/Seminar/Workshop /Video	3,000	€3,000
Article	2,000	€2,000
Blog post	1,000	€1,000

3. Each Startup following the YouStartIT programme must organise at least one Meetup, which is a mandatory activity, together with one or more of the other activities to ensure it collects sufficient points that make the startup eligible to earn the final instalment in full. If insufficient points are earned, or negative points are assigned due to failed participation in activities as specified in Appendix A, the startup will receive less from the final instalment according to the table below, regardless of whether it has fulfilled its contractual commitments specified in the Letter of Award.
4. The Startup must submit a plan of its SIA activities by the second week after project kick-off, informing the MIH about date, venue and planned content of these events or activities, and consequently seek approval in writing. Changes to the plan are possible, as long as communicated and agreed to within a reasonable timeframe.
5. Participation in Meetups organised by the MIH do not earn the Startup any points in terms of the SIA.
6. Organising either Meetups or Lectures/Seminars jointly by up to two Startups is permissible as long as double the amount of required attendees actually attend the event.
7. It is the responsibility of the Startup to organise, plan, identify the venue, advertise and (as applicable) finance the Meetup or Lecture it is responsible for.
8. The earning of any points in excess of 8,000 does not make the startup eligible to receive an amount exceeding the value of the fourth and final payment (i.e. €8,000) or offset any assigned negative points.
9. Not more than two articles and two blogposts are permissible.
10. Variations or new proposed activities to the above activities are possible and must be subject to prior approval by the MIH in writing.

For example:

- A Startup that organises a Meetup (4,000 points) and writes two articles on the press (4,000 points), is eligible to receive the full balance of €8,000.
- A Startup that only organises one Meetup (4,000 points), writes one blogpost (1,000 points) and fails to participate in a programme activity (-1,000 points), is eligible to be paid only €4,000 from the final payment due; which means that the remaining balance of €4,000 will be forfeited.

- In more extreme scenarios, a Startup that fails to organise a Meetup will be forfeiting €4,000, while one that falls short of all SIA activities will effectively be forfeiting the entire amount of €8,000.

#### Definitions:

- **Meetup**  
An informal meeting, open to the public, organised about a specific technical or non-technical topic of relevance to the startup ecosystem (delivered by one or more presenters) with a loose structure (usually organised in a recreational area such as a bar, pub, hall, etc.). The purpose of such an event is inspirational, informative and educational. The startup do not need to be the presentors, but they may have a guest speaker or more.  
At least 20 participants must attend and the expected duration of such an event is at least one-and-a-half hours long in all. The actual talk or discussion about the selected topic must last at least 30 minutes. The organising startup must provide evidence about the Meetup through a registration list and photos or videos and publicise its outcome on social media.
- **Video**  
The shooting of a video (minimum 1 minute and minimum 100 Likes) aimed to promote the product or Startup with a wider audience, and broadcast on a video sharing platform such as YouTube, Vimeo, Yahoo, etc. Such a video must acknowledge the MIH and or the YouStartIT programme.
- **Lecture/Seminar/Workshop**  
A structured educational talk about a selected technical or non-technical topic of relevance to the startup ecosystem. For example, a lecture on coding using Python, growth hacking or digital marketing. This could be delivered by a member of the startup or by an expert engaged by the startup. It should be addressed to students of a formal tertiary education institution (either academic or vocational), a particular industry, or the general public. This will require the preparation of visual materials (typically a slide deck).  
  
At least 12 attendees must be present, and the expected length of the lecture(s) should be of at least **one hour and half in total** or split in two 45-minute sessions. The organising startup must provide evidence about the Lecture/Seminar through a signed registration list and pictures and publicise its outcome on social media.
- **Article**  
An article, editorial or review of between 600 and 700 words covering a topic of interest to the tech startup community or ecosystem. This must be authored by one or more of the startup members. It may be based on the startup's own experience in starting up or productisation. The Article is to be published on Social Media channels or news media suggested or approved by the MIH.
- **Blog post**  
A 300-350-word write-up with accompanying artwork covering a topic of interest to the startup community or ecosystem (including one based on the startup's own experience). The Blog post is to be published on MIH approved Social Media channels and must be authored by one or more of the startup members.

**The number of points that the startup following the YouStartIT programme is expected to collect is 8,000.**

**Appendix D – Application Form**

