

**European Commission** 

European Innovation Council and SME Executive Agency (EISMEA)

European Innovation Council (EIC)

# Ecosystem Partnerships and Co-investment Support programme

# Terms of Engagement for EIC Beneficiaries

This document indicates the rules, conditions, rights, and responsibilities for EIC Beneficiaries taking part in the EIC Ecosystem Partnerships and Co-investment Support programme (hereinafter "The Programme").

EIC Beneficiaries are advised to carefully read this document prior to applying for services offered by EIC Partners. The rules and conditions defined in this document are to be adhered to by the EIC Beneficiaries throughout the collaboration period in the abovementioned Programme.

### 1. Definitions

What is the Ecosystem Partnerships and Co-investment Support programme?

The Ecosystem Partnerships and Co-investment Support Programme is an initiative of the EIC. This initiative has a duration of two years, with the core objective being the creation of new partnerships between selected EIC Partners and the EIC as a platform to further connect EIC Partners with EIC Beneficiaries. Through these new-born partnerships, EIC Partners will provide specialised services to EIC Beneficiaries, including incubation, acceleration, access to research infrastructures, training, technology due diligence, among others. The ultimate goal of the Programme is to enhance the current EIC BAS service portfolio capacity to offer sector-specific and niche services essential to EIC Beneficiaries.

**EIC Contractors** are a consortium of organisations entrusted and financially supported by the European Commission (i.e., EIC and EISMEA) to implement projects and initiatives powered by the EIC. Ecosystem Partnerships and Co-investment Support is implemented by three SMEs and one public body: Dealflow.eu BV (Belgium), EurA AG (Germany), BPIFrance (France) and Dealroom (Netherlands). The EIC Contractors will act as facilitators and guiding bodies for the EIC Partners and Beneficiaries to implement the activities foreseen.

EIC Partners are accelerators, incubators, venture builders, research infrastructures, technology park, business innovation centres, public innovation bodies, among other types of organisations<sup>1</sup> that have been accepted onto the Ecosystem Partnerships and Co-investment Support Programme and are selected as service providers by the EIC. EIC Partners will be logistically supported by the EIC Contractors to implement tailor-made and other existing standard services that complement the current EIC Business Acceleration Services (BAS) catalogue (<a href="https://eic.ec.europa.eu/eic-funding-opportunities/business-acceleration-services en">https://eic.ec.europa.eu/eic-funding-opportunities/business-acceleration-services en</a>). The EIC Partners will contribute to the expansion and diversification of the current BAS by bringing in specific experiences and expertise, and access to specialised networks in certain innovation areas or sectors.

<sup>&</sup>lt;sup>1</sup> The typology of EIC Partners is not limited by the sectorial specialization or geographical location of the organizations. The type of organizations can also include Trade or Innovation agencies, Science and technology parks, Chambers of Commerce, Academic and Research Institutions, etc. However, EIC Partners will be prioritized based on the how the services they offer meet the needs of EIC Beneficiaries, fall within the prioritized deep-tech and innovation areas of the EIC, motivation to create a win-win agreements with the EIC Beneficiaries, among others.



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EIC Partners' Service Catalogue (Service Catalogue) is the webpage that centralises and displays the service offers of all selected EIC Partners. The EIC Partners' Service Catalogue is searchable by different filters (project stage – pathfinder, transition, accelerator, service category, partners' country of origin, etc.). Each service offer is described in terms of activities, deadlines and financial requirements. The EIC Partners' Service Catalogue is the single-entry point for EIC Beneficiaries to explore the available offer of services from EIC Partners and to apply for these services as well. The EIC Partners' Service Catalogue is targeted only towards EIC Beneficiaries and Seal of Excellence holders.

Ecosystem Partnerships and Co-investment Support Helpdesk for EIC Beneficiaries is an online written service provided by the EIC Contractor to EIC Partners and Beneficiaries for the duration of the initiative to answer questions, provide information and clarify doubts in a systemized format. Two types of queries are received: i) queries about specific services directed towards the EIC Partner(s) as the service providers and submitted through the EIC Partners' Service Catalogue, and ii) general queries about the programme directed towards the EIC Call for Partnerships helpdesk email: eicpartnerships-helpdesk@eic-bas.eu.

Application Form is the online standardized template used to collect the interest from an EIC Beneficiary for a specific service offered by one of the EIC Partners. There is one Application Form per each of the 10 service categories identified from the EIC Partners' service portfolio. Each Application Form contains a common set of questions to identify the applicant and describe its specific needs, as well as a set of specific questions customised according to the service category being addressed. The Application Form will be assessed in terms of eligibility (checking if the applicant is indeed an EIC Beneficiary) and of content. The content evaluation will be done by the EIC Partner, checking whether the applicant is a good fit and match for the service at stake.

## 2. Access to the EIC Partners' Service Catalogue

### Accessibility of the EIC Partners' Service Catalogue

The EIC Partners' Service Catalogue is housed on an external site with an embedded link into the EIC Community. Prior to accessing and using the EIC Partners' Service Catalogue for applications to EIC Partner services, the EIC Beneficiaries are advised to carefully read through the terms and conditions stipulated below.

The EIC Partners Service Catalogue is available at <a href="https://eicpartnerservices.eu/">https://eicpartnerservices.eu/</a>.

## Terms and Conditions for the usage of EIC Partners' Service Catalogue

The EIC Partners' Service Catalogue is intended to guide and help EIC Beneficiaries in their search for relevant offers provided by the EIC Partners. It is a user-friendly tool that directly connects the EIC Beneficiaries and EIC Partners. EIC beneficiaries can only apply for services through the EIC Partners' Service Catalogue.

- a) EIC Beneficiaries will be able to access the EIC Partners' Service Catalogue through the EIC Community (https://eic.eismea.eu/community/).
- b) regular email campaigns will be sent to EIC Beneficiaries to access and explore EIC Partners' Service Catalogue.
- c) EIC Beneficiaries will have the possibility to filter the service offer according to project stage (Pathfinder, Transition, Accelerator), service category, partners' country of origin and service implementation date. Search can also be done using key words.
- d) Seal of Excellence holders may filter the offers according to the funding instrument to which they previously applied.
- e) EIC Beneficiaries will have access to the latest background information about the services (e.g. service description, type of implementation, implementation periods) and the EIC Partners as the service providers (e.g. partner description, type of organisation) for each offer.
- f) From the moment the EIC Partner learns about the interest in their service offer, and if there is no infringement or invalidity in the application form (eg. wrong EIC Project identifier or name), a direct relation will be established between the EIC Partner and the EIC Beneficiary to discuss the service offer and its implementation.



g) The quality and outcomes of the services delivered under the Programme are solely responsibility of the service provider, the EIC Partner. EIC Beneficiaries are expected to actively collaborate with EIC Partners during the implementation of the service to assure that the quality and impact of the service offer is not negatively affected. h) Any financial contribution, investment or partnership established and agreed between an EIC Partner and an EIC Beneficiary during the Programme is the sole responsibility of the EIC Partner and the EIC Beneficiary. No mediation or intervention by the EIC should be expected in case of dispute or conflict.

### Eligibility to apply to the EIC Partner services

The EIC Partners' Service Catalogue can only be used by entities recognized by the EIC as being qualified for this purpose:

- a) EIC Beneficiaries supported by the <u>EIC Pathfinder</u>, <u>EIC Transition</u> and <u>EIC Accelerator</u> (including Blended Finance Beneficiaries) included in closed or ongoing projects.
- b) Seal of Excellence holders.
- c) All applications from EIC Beneficiaries and Seal of Excellence holders will be verified by Project Managers and/or Project Officers (PMs / POs). Whenever applying for a service, EIC Beneficiaries will have to fill in an Application Form with information about the ongoing or closed project in which they are / were involved (including the EIC Project Identifier and the EIC Project Name). Seals of Excellence holders will need to share the EIC Project Name.

### What are the service categories that I can use to find the offers?

To help EIC Beneficiaries in their search for relevant, meaningful offers in the EIC Partners' Service Catalogue, the service offers were clustered in ten different categories:

- a) Acceleration, Incubation and Venture Building Business programme that support early-stage and growth-driven innovators in their journey through mentoring, financing, planning or product development services.
- b) Support Fundraising Fundraising services encompass preparation for investor introductions, access to networks of investors and access to investment programmes.
- c) Matchmaking Services designed to help innovators connect with relevant European players and engage with business networks to provide technical, financial or strategic support.
- d) Business Planning Services designed to help innovators with strategic issues (business model, product-market fit, market research) and business development (sales, go-to-market strategy, partnerships).
- e) Coaching & Mentoring Trainings and personalised sessions to support the reskilling and upskilling of founders and their team on very specific subjects.
- f) Access to Infrastructure and R&D Support Scientific and technical support for product development or product validation. Specialized services related to the use of laboratories, coworking spaces and cutting-edge technological tools.
- g) IP & Legal Services designed to help innovators with Intellectual Property assets (trademarks, patents, copyrights) and legal / regulatory affairs (product certification, quality standards, safety regulations).
- h) Due Diligence Business appraisal services that estimate the company's value, assets, and commercial potential. Due diligence services may have different focus (e.g., financial, legal, environmental, technological) depending on the goals of each innovator.
- i) Prototyping & PoC Tools and methods that allow experimentation and early iteration of solutions with final users. The goal is to understand if the innovation is (technically) feasible, desired (by final users) and (economically) viable.
- j) HR & Talent Talent prospecting and acquisition support services linked to recruitment.

### Timeline for application to services

Services displayed in the EIC Partners' Service Catalogue may not be open for applications on a continuous basis. EIC Beneficiaries will be able to check the periods of application and implementation of all services in the EIC Partners' Service Catalogue.



- a) Applications to EIC Partner services are only possible within the time frame of the Programme (December, 2023).
- b) Information on the timelines of the service offer will be available to EIC Beneficiaries in the EIC Partners' Service Catalogue. Depending on the service and the partners, different implementation periods may be directly discussed between the EIC Partner and the EIC Beneficiary (after the submission of an Application Form).
- c) the EIC Partners' Service Catalogue content (including service timelines) may change throughout the Programme as some offers may be updated, removed or not have a new edition.

### Responsibilities of the EIC and the EIC Contractor

The EIC and EIC Contractor will, to the best of their ability, take reasonable care to ensure the availability of the EIC Partners' Service Catalogue.

- a) The EIC does not guarantee that the EIC Partners' Service Catalogue will be available continuously and without interruption. In case of technical problems affecting the submission of application forms, the EIC and the EIC Contractor reserve the right to cancel the service offer without entitlement to compensation. EIC Beneficiaries acknowledge and accept that the European Commission may suspend or refuse access to the EIC Partners' Service Catalogue:
  - in case of suspected or actual breach of these Terms and Conditions;
  - for preventive, corrective or routine maintenance;
  - in any other situation where the EIC considers that suspension or refusal of access is reasonably required or desirable.
- b) The EIC contractor and the EIC (through Project Officers and Project Managers) will brief and support EIC Beneficiaries on the usage of the Partners' Service Catalogue.
- c) The EIC contractor and the EIC will monitor the quality and outcomes of each service implementation, as well the participation and contribution of the EIC Beneficiaries participating in the Programme.

### 3. Benefits, rights and responsibilities of EIC Beneficiaries

### Benefits of EIC Beneficiaries participating in the Programme

EIC Beneficiaries can benefit from the initiative in the following ways (non-exhaustive):

- a) access a portfolio of selected partners that are relevant for the European Innovation Ecosystem. This selection was based on the quality, scope and cost of the services offered and aims to connect relevant stakeholders with EIC Beneficiaries.
- b) access and benefit from cutting-edge offers that cover the most common gaps and needs identified by the EIC and EIC Beneficiaries. The Programme will make unique resources and facilities available to the EIC Beneficiaries through the EIC Partners' Service Catalogue.
- c) possibility of applying to services whose implementation is free of charge or is delivered with a more competitive pricing.
- d) possibility of establishing new connections with stakeholders from the European Innovation Ecosystem. EIC Beneficiaries can negotiate equity deals, funding prospects and explore business opportunities with EIC Partners within and beyond the framework of the Programme.
- e) gain visibility in the European Innovation Ecosystem by being featured in the EIC Community and in the EIC social networks. EIC Beneficiaries will also benefit from the communication actions taken by the EIC Partners to promote the Programme success stories.
- f) create and share content on the participation and outcomes of the participation in the Programme.
- g) get hold of the latest trends and tools in innovation and growth management.

### Rights of EIC Beneficiaries participating in the Programme

EIC Beneficiaries are entitled to:

a) access to the EIC Partners' Service Catalogue and to the portfolio of EIC Partners (<a href="https://eicpartnerservices.eu/">https://eicpartnerservices.eu/</a>).



- b) apply to all services that are displayed in the Service Catalogue. An Application Form will need to be filled in to provide information about the EIC Beneficiary and its needs to the EIC Partner and EIC Contractor. The submission of the Application Form is not a guarantee that the application will be accepted and the service will be delivered EIC Partners can reject applications that do not meet their evaluation and selection criteria.
- c) seek instructional support from the EIC Partner.
- d) seek administrative and technical support from the EIC Contractor and the PMs / POs using the Programme helpdesk email: <a href="mailto:eicpartnerships-helpdesk@eic-bas.eu">eicpartnerships-helpdesk@eic-bas.eu</a>. The initiative's services will be managed through an online interface, a Customer Relationship Management tool (CRM), to facilitate interaction and reporting between the EIC Partners, EIC Contractor and EIC Beneficiaries. The Application Form will be implemented through this same third-party tool, which is covered by its own Privacy Policy (<a href="https://legal.hubspot.com/privacy-policy">https://legal.hubspot.com/privacy-policy</a>).

### Responsibilities of EIC Beneficiaries participating in the Programme

- a) The EIC Beneficiary guarantees that the information provided in the Application Forms is accurate, confirmable, and complete. The EIC has at any time the right to verify the accuracy and validity of the information provided. If any inaccuracy or invalidity is revealed, the EIC has the right to suspend or refuse the participation of EIC Beneficiaries in the Programme.
- b) EIC Beneficiaries must actively participate and cooperate with EIC Partners during the implementation of services, complying with the timelines, activities and workload agreed previously with EIC Partners. EIC Beneficiaries should accept the support, guidance and instructions from EIC Partners in good faith, working to achieve the best possible results under the service implementation. Failing to participate in the service implementation (as previously agreed with the EIC Partner) constitutes a reason to be suspended from the Programme by the EIC.
- c) All costs are to be supported by the EIC Beneficiary directly at their own expense. There will be no direct funding from the EIC to the EIC Beneficiary (or EIC Partners) to cover costs related to the service implementation under the Programme. For EIC funded companies and projects, there are possibilities to claim those costs under their current grant.
- d) EIC Beneficiaries must provide feedback on the service one month after the implementation through a Quality Survey that will be sent out by the EIC Contractor. The Quality Survey is key to evaluate the implementation of services, its relevance for the EIC Beneficiary and the quality of the support provided by EIC Partners.
- e) EIC Beneficiaries agree to fill in an Impact Survey that will be shared by the EIC Contractor six months after the end of the service implementation. The Impact Survey aims to measure mid-term results and identify outcomes of the service implementation for EIC Beneficiaries. It will also provide data on the relevance of the service offered by the EIC Partner.
- f) EIC Beneficiaries agree to take part in training and onboarding sessions organised by the EIC Contractor.

### **EIC Beneficiary Journey**

The workflow encompasses the main steps and tasks to be implemented during the participation in the Programme:



## 4. Privacy and Intellectual Property

### Interpretation of the Terms of Engagement

a) These Terms of Engagement have been drawn up in English and its provisions will be interpreted and construed in accordance with the generally accepted meanings in the English language. Any translation of these Terms and Conditions is for the convenience of the parties only and shall not be binding towards any party. In the event of



any inconsistency between the English original and its translation, the provisions of the English version shall prevail.

b) The EIC may, after communicating it to EIC Beneficiaries, vary, add to or delete any provision of these Terms and Conditions.

#### Service Cancellation Policy

Services can be cancelled just under exceptional terms, with due justification and upon agreement with the EIC Partner and the EIC.

- a) The EIC can cancel or terminate the service in case of unresponsiveness from the EIC Beneficiary. Unresponsiveness is understood as failing to reply to 3 or more emails from the EIC or the EIC Contractor.
- b) On the event that an EIC Beneficiary becomes unresponsive or terminates their participation during the implementation of a service, the EIC reserves the right to not allow the EIC Beneficiary to reapply for a service during a 6-month period after being notified on the suspension of its participation in the Programme.
- c) EIC Beneficiaries must agree with the EIC Contractor, the PO and the EIC Partner on the cancellation of their participation in the service. EIC Beneficiaries must communicate and justify their decision to terminate their participation in the Programme at <a href="mailto:eicpartnerships-helpdesk@eic-bas.eu">eicpartnerships-helpdesk@eic-bas.eu</a> and by any other traceable means to the EIC Partner and the PM/PO.
- d) In case an EIC Beneficiary withdraws from the Programme during the implementation of a service and without the previous consent of the EIC Contractor, the PM/PO and the EIC Partner, the later must be financially compensated by the EIC Beneficiary, in the total value of the service, regardless of the stage of implementation.
- e) These Terms and Conditions shall be deemed terminated if:
- the EIC no longer makes available the EIC Partners' Service Catalogue.
- the Programme is suspended or comes to an end.

### **Confidentiality and Privacy**

EIC Beneficiaries acknowledge and accept that:

- a) The EIC's contractors are bound by specific contractual clauses and confidentiality clauses for processing of your data on behalf of the EIC, and subject to obligations deriving from Regulation (EU) 2018/1725 and the General Data Protection Regulation ('GDPR' Regulation (EU) 2016/679).
- b) data sent through the EIC Partners' Service Catalogue enjoys legal presumption of the integrity of the data and the accuracy of the date and time of sending or receiving. All data in electronic format (e-mails, documents, uploaded batches of data, etc.) are stored either on the servers of the European Commission, the EIC or of its contractors or in GDPR-compliant external sources (I.e., outside EIC-owned website).
- c) a document sent by the EIC Contractor and / or EIC Partner is considered as equivalent to a paper document, is admissible as evidence in legal proceedings, is deemed original and enjoys legal presumption of its authenticity and integrity, provided it does not contain any dynamic features capable of automatically changing it.
- d) any communication or document using any type of electronic signature shall be considered as equivalent to a paper document with a handwritten signature and shall be admissible as evidence in legal proceedings and constitute sufficient evidence in legal proceedings.
- e) EIC Partners may ask for additional demands related to confidentiality and privacy to deliver their services.

# **Intellectual Property**

- a) The intellectual and industrial property rights and know-how associated with the EIC Partners' Service Catalogue belong exclusively to the EIC and its licensors. Only the EIC and the EIC Contractor have the right to correct errors.
- b) Without prejudice to the rights of users under the legislation relating to the protection of computer programs (which cannot be contractually denied), EIC Beneficiaries may not in any way:
- modify, translate or adapt the Service Catalogue;
- copy the EIC Partners' Service Catalogue or parts of it;
- pass on or distribute documentation related to the EIC Partners' Service Catalogue.



The content of this document represents the views of the author only and is his/her sole responsibility; it cannot be considered to reflect the views of the European Commission, European Innovation Council (EIC) and/or the European Innovation Council and Small and Medium-sized Enterprises Executive Agency (EISMEA) or any other body of the European Union. The European Commission and the Agency do not accept any responsibility for use that may be made of the information it contains.

For additional information, please refer to the Ecosystem Partnerships and Co-investment Support programme helpdesk at <u>eicpartnerships-helpdesk@eic-bas.eu</u>. The helpdesk is managed by the EIC contractors, on behalf of the European Innovation Council.

Date of release: 27.01.2023

Terms of Engagement for EIC Beneficiaries participating in the Ecosystem Partnerships and Co-investment Support

programme: Version 1

