



## Terms and Conditions for EIC beneficiaries

This document indicates the rules, conditions, rights, and responsibilities for EIC beneficiaries taking part in the EIC Ecosystem Partnership 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

EIC Ecosystem Partnership Programme (formerly known as the EIC Ecosystem Partnerships and Co-Investment Support programme) is an initiative of the EIC and EISMEA implemented through the [Ecosystem Partnerships and Co-investment Support tender](#). The EIC Call for Partnerships is launched under this Programme with a duration of four years (December 2021 - December 2025). The core objective of the Programme is 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. EIC Ecosystem Partnership Programme is implemented by three SMEs and one public body: Dealflow.eu BV (Belgium), EurA AG (Germany), BpiFrance (France) and Dealroom (Netherlands).

EIC Partners are procurers, investors, accelerators, incubators, venture capital, public innovation bodies and other types of corporates<sup>1</sup> who have been selected under the EIC Ecosystem Partnership Programme to provide services to EIC beneficiaries. These entities are considered strategic partners for EIC beneficiaries seeking mentorship, coaching, networking opportunities, facilities to advance/validate their technologies, expert advice, co-investors, etc. EIC Partner services are displayed on the EIC Service Catalogue and they are the key service providers to EIC beneficiaries who apply through this catalogue.

EIC Service Catalogue is the webpage that centralises and displays the service offers of all selected EIC Partners. The [EIC 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 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 Service Catalogue is targeted only towards

<sup>1</sup> The typology of EIC Partners is not limited by the sectorial specialisation or geographical location of the organisations. The type of organisations can also include Trade or Innovation agencies, Business Innovation Centres, Science and technology parks, Chambers of Commerce, Academic and Research Institutions, etc. However, EIC Partners will be prioritised 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 provide top-quality services to EIC beneficiaries, among others.



EIC beneficiaries and Seal of Excellence holders. More information about the EIC Service Catalogue can also be found on the [EIC beneficiaries' Brief](#).

EIC Ecosystem Partnership Programme Helpdesk for EIC beneficiaries is an online helpdesk service provided through the EIC Service Catalogue. Generally, 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 Service Catalogue, and ii) general queries about the programme directed towards the EIC Call for Partnerships helpdesk email: [eicpartnerships-helpdesk@eic-bas.eu](mailto:eicpartnerships-helpdesk@eic-bas.eu). For the first type of queries, applicants can connect with EIC Partners to ask questions about the EIC Partners' service offers and clarify other doubts. The helpdesk can be accessed through the "Questions" button on the service description pages (landing pages) on the EIC Service Catalogue.

Application form is a standardised online form on the EIC Service Catalogue where EIC beneficiaries can submit applications to EIC Partner services. Each application form contains a common set of questions to identify the applicant and describe their specific needs, as well as a set of specific questions customised according to the service category being addressed. The submissions received through the EIC Service Catalogue application forms will be assessed in terms of eligibility (performed by the EIC Project Officers to verify if the applicant is 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 respective service.

## 2. Access to the EIC Service Catalogue

### Access to the EIC Service Catalogue

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

The EIC Service Catalogue is available at <https://partnerservices.eisma.eu/>.

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

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

- a. EIC beneficiaries will be able to access the EIC Service Catalogue through the EIC Community (<https://eic.eisma.eu/community/>).
- b. Regular email campaigns will be sent to EIC beneficiaries to access and explore EIC Service Catalogue. These are called EIC Service Catalogue Highlights and EIC Awardees can subscribe to the Highlights [here](#).
- c. EIC beneficiaries will have the possibility to filter the service offers according to project stage (Pathfinder, Transition, Accelerator), service category, partners' country of origin, sectors of specialisation, Technology Readiness Level, service implementation date and key words, among others.
- 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 information about the services (e.g., service description, mode of implementation, time frames, cost of the service) 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 (e.g., wrong EIC Project identifier or name), a direct connection 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 the sole 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 ensure 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 or EIC Contractor should be expected in case of dispute or conflict.

### Eligibility to apply to the EIC Partner services

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

- a. EIC beneficiaries supported by the [EIC Pathfinder](#), [EIC Transition](#) and [EIC Accelerator](#) (including Grant Only, Grant First, Blended Finance and Investment Only beneficiaries) from closed or ongoing projects and programmes.
- b. EIC beneficiaries of SME instrument and Future & Emerging Technology (FET).
- c. Seal of Excellence holders (the Seal should be granted by the European Innovation Council).

All applications from EIC beneficiaries and Seal of Excellence holders will be verified by EIC Project Officers (POs). When applying for a service, EIC beneficiaries will have to fill 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, Company Name and PIC Number.

### Service categories on the EIC Service Catalogue

To help EIC beneficiaries in their search for relevant and meaningful offers on the EIC Service Catalogue, the service offers have been clustered into 11 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.

- k. Internationalisation: Support for market entry and expansion beyond the current borders of the innovator's geographic location.

### Timeline for application to services

Services displayed on the EIC 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 on the landing pages of the services on the EIC Service Catalogue.

- a. Applications to EIC Partner services are only possible within the time frame of the Programme (December 2021 - December 2025).
- b. Information on the timelines of the service offer will be available to EIC beneficiaries on the EIC 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 Service Catalogue content (including service timelines) may change throughout the Programme as some offers may be updated, removed or not have a new edition.

In terms of the time frame of the application deadlines, applicants who are not eligible should receive a response about their eligibility check within three working days. EIC beneficiaries who are eligible will only receive a response from the EIC Partner who is providing the service after evaluation of their application has been performed. Acceptance or rejection of an application by EIC Partner should be communicated through a notification email from the EIC Service Catalogue. The response from EIC Partners can take six or more working days, depending on the type of assessment or evaluation the EIC Partner might need to conduct. If the EIC Partner needs more information from the EIC beneficiary applicant, the applicant will be contacted directly by the partner by email or phone.

### 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 Service Catalogue.

- a. The EIC does not guarantee that the EIC 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 Service Catalogue:
  - I. in case of suspected or actual breach of these Terms and Conditions.
  - II. for preventive, corrective or routine maintenance.
  - III. 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 (with the support of EIC Project Officers) will brief and support EIC beneficiaries on the usage of the EIC Service Catalogue. Regular communications will be sent out to EIC beneficiaries bearing news about the EIC Service Catalogue, EIC Partners and services. These will include Ask Me Anything webinars and EIC Service Catalogue Highlights where EIC Awardees can subscribe to [here](#).
- c. The EIC Contractor and the EIC may monitor the quality and outcomes of each service implementation, as well the participation and contribution of the EIC beneficiaries participating in the Programme.
- d. The implementation of the services on the EIC Service Catalogue is the sole responsibility of the EIC Partners. In case of misconduct, the European Innovation Council can in no way be held accountable for the actions of the Partners. EIC awardees can use the 'Questions' button to contact the EIC Partners and clarify doubts regarding specific services or contact the programme helpdesk for general queries about the EIC Service Catalogue. EIC awardees can also provide their feedback about the services through a quality survey after the services have been completed.

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

#### Benefits for 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 EIC Partners that are relevant for the European innovation landscape and 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 Service Catalogue.
- c. Possibility of applying to services that are free of charge or delivered with a more competitive pricing.
- d. Possibility of establishing new connections with stakeholders from the European innovation landscape and 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 EIC/EISMEA social networks. EIC beneficiaries will also benefit from the communication actions taken by the EIC Partners to promote the Programme success stories.

#### Rights of EIC beneficiaries participating in the Programme

EIC beneficiaries are entitled to:

- a. Access to the EIC Service Catalogue and to the portfolio of EIC Partners (<https://eicpartnerservices.eu/>).
- b. Apply to any and all services that are displayed on the EIC Service Catalogue. The application forms will need to be filled in to provide information about the EIC beneficiary and their needs to the EIC Partner and EIC Contractor. The submission of the application form does not guarantee the application will be accepted, and the service(s) 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 through the helpdesk service of the EIC Service Catalogue.
- d. Seek administrative and technical support from the EIC Contractor and the EIC Project Officers through the Programme helpdesk email: [eicpartnerships-helpdesk@eic-bas.eu](mailto:eicpartnerships-helpdesk@eic-bas.eu) or by directly contacting the officers.
- e. Get access to funding support to engage with EIC Partners' services through the Financial Support to Third Parties (FSTP) scheme implemented through the EIC ACCESS+ (see [FAQs](#)).

#### Responsibilities of EIC beneficiaries participating in the Programme

- a. The EIC beneficiary declares 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 previously agreed 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 the costs for the services should be borne by the EIC beneficiaries using its own resources (e.g., the EIC project grant). However, starting in 2024, an EIC funding called EIC Access+ is expected to be rolled out to support EIC beneficiaries pay for EIC Partners' services.
- d. EIC beneficiaries agree to provide feedback about the services and the Programme through quality and impact surveys. The surveys will be sent out by the EIC Contractor one to six months after the end of the service implementation. The feedback surveys aim to measure the satisfaction rate, mid-term results and identify outcomes of the service implementation for EIC beneficiaries. They will also provide data on the relevance of the service offered by the EIC Partner. EIC beneficiaries may also be asked to rate the service on the catalogue.
- e. EIC beneficiaries agree to take part in training and onboarding sessions organised by the EIC Contractor.

## Funding for EIC beneficiaries to access EIC Partner services

The services provided to EIC beneficiaries through the EIC Ecosystem Partnership Programme can be offered free of charge (i.e., the EIC Partners offer in-kind), at a reduced rate, with a negotiable price or with equity deals. For the services that cannot be offered free of charge or with equity deals (directly negotiated with EIC beneficiaries), the payment will be made by the EIC beneficiaries from their project grants and/or through the support of the EIC (cascade funding for EIC beneficiaries offered through the Financial Support to access services from Ecosystem Partners initiative ([HORIZON-EIC-2023-PARTNERS-01](#))). Please note the Programme does not have decision-making power in the rollout of the cascade funding or application to the EIC Partner services. The decision is made solely by the parties responsible for the [HORIZON-EIC-2023-PARTNERS-01](#) initiative, the Contracting Authority (EIC) and EIC beneficiaries.

Please find more information about this initiative on the [EIC Service Catalogue's FAQs](#).

## EIC beneficiary's Journey

The EIC beneficiary's journey for the Programme is depicted below. The roadmap encompasses the main steps and tasks to be implemented during the participation in the Programme:



EIC beneficiaries can also look through [EIC beneficiaries Brief](#) for further information about the application process.

## 4. Privacy and Intellectual Property

### Interpretation of the Terms and Conditions

- a. These Terms and Conditions have been drawn up in English and the 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 original version in English and its translation, the provisions of the English version shall prevail.
- b. The EIC may, after communicating it to EIC beneficiaries, modify, add to or delete any provision of these Terms and Conditions.

### Service Cancellation Policy

Services can be cancelled under the following terms, with due justification and upon agreement with the EIC Partner, and the EIC if needed.

- 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. In the event that an EIC beneficiary becomes unresponsive or terminates their participation during the implementation of a service, the EIC reserves the right to suspend the EIC beneficiary from the Programme. EIC beneficiaries must communicate and justify their decision to terminate their participation in the Programme at [eicpartnerships-helpdesk@eic-bas.eu](mailto:eicpartnerships-helpdesk@eic-bas.eu) and by any other traceable means to the EIC Partner, and the EIC Project Officer if needed.
- c. In case an EIC beneficiary withdraws from the Programme during the implementation of a service and without a standing agreement with the EIC Contractor, the EIC Project Officer and the EIC Partner, the latter must be financially compensated by the EIC beneficiary, in the total value of the service, regardless of the stage of implementation.
- d. These Terms and Conditions shall be deemed terminated if:
  - the EIC no longer makes available the EIC 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 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 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 programmes (which cannot be contractually denied), EIC beneficiaries may not in any way:
  - modify, translate or adapt the EIC Service Catalogue.
  - copy the EIC Service Catalogue or parts of it.
  - pass on or distribute documentation related to the EIC Service Catalogue.





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*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 EIC Ecosystem Partnership Programme helpdesk at [eicpartnerships-helpdesk@eic-bas.eu](mailto:eicpartnerships-helpdesk@eic-bas.eu). The helpdesk is managed by the EIC contractors, on behalf of the European Innovation Council.*

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