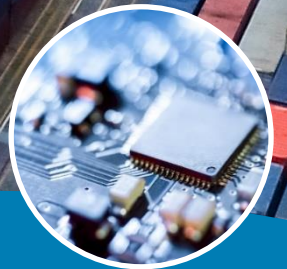
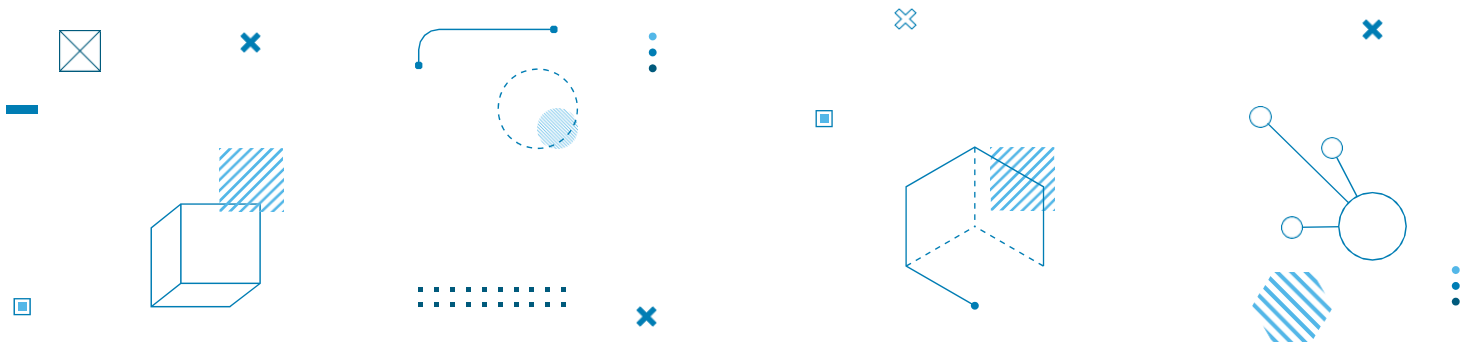


# Open invitation to join the Enterprise Europe Network as International Network Partner







# Enterprise Europe Network: supporting **businesses** to innovate and grow internationally

The Enterprise Europe Network is a beacon of support for small and medium-sized enterprises (SMEs), including start-ups, with international ambitions. As one of the world's largest business support networks, it brings together experts from over 500 leading organisations around the globe to help SMEs innovate, grow, and navigate international markets, establishing a vast global commercial area for trade, research, and innovation.

Enterprise Europe Network services are tailored to all industrial ecosystems, among others healthcare, mobility, electronics, digitalisation, agri-food, renewable energy, fashion, and textiles. Leveraging on their vast experience, our over 3000 experts deliver tailor-made services to support innovation, facilitate access to markets, enhance resilience and facilitate the transition to sustainable and digital business models.

With a client satisfaction rate of 92%, the Enterprise Europe Network serves over 800 SMEs daily, leading to at least five game changing business deals for our clients every single day. The Enterprise Europe Network can be a catalyst for your business clients' international growth prospects.

The open invitation is directed at renowned organisations located beyond EU borders, such as chambers of commerce, innovation agencies, and other entities that support businesses in expanding internationally. Join us as International Network Partner and help your clients find European business partners and to successfully enter the European Single Market, home to over 450 million consumers.

This open invitation is published by the European Innovation Council and SME Executive Agency (EISMEA), established and acting on behalf of the European Commission, Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs (DG GROW).



*“There are huge opportunities available to companies in the EU Single Market. Becoming an International Network Partner of the Enterprise Europe Network can give your company clients privileged access to those opportunities, including specialised services and finding potential new business partners.”*

**Jakub Boratynski**, Director for Networks and Governance, Directorate General for Internal Market, Industry, Entrepreneurship and SMEs, European Commission

*“Joining the Enterprise Europe Network as an International Network Partner gives you access to more than 500 business support organisations and their over 3000 experts, who help companies to grow, innovate and embrace more sustainable business models.”*

**Birgit Weidel**, Head of Department, Innovation Ecosystems, SMP/Entrepreneurship and Consumers EISMEA – European Innovation Council and SMEs Executive Agency





# 01 | About the Enterprise Europe Network

The Enterprise Europe Network helps SMEs innovate and grow on an international scale. It is the world's largest support network for small and medium-sized enterprises and start-ups with international ambitions.



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## A truly global business support network

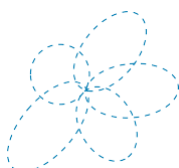
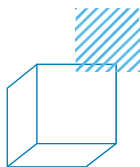
The Enterprise Europe Network brings together over 3000 experts from organisations that are renowned for their excellence in business support. Such organisations include for example: chambers of commerce and industry, regional development agencies, universities, research institutes or innovation agencies.

Our experts provide tailor-made services to businesses. With an in-depth understanding of the local business landscape, the Enterprise Europe Network creates commercial opportunities both in Europe and worldwide. Our services include helping businesses to enter new markets, supporting innovation, facilitating technology transfer, addressing sustainability issues, supporting the uptake of digital technologies, and promoting cross-border R&D cooperation.

The Enterprise Europe Network offers a targeted approach aimed at specific business sectors. Groups of experts cover all key European industrial ecosystems, from healthcare, mobility, electronics, digitalisation, agri-food and renewable energy to tourism and textile and many more.

The European Commission launched the Enterprise Europe Network in 2008. It is funded through the Single Market Programme and implemented by the European Commission's European Innovation Council and SMEs Executive Agency (EISMEA).

International Network Partners shall participate in the Enterprise Europe Network on a self-financing basis. Numerous governments outside the European Union have committed to fund the participation of their own national organisations in the Enterprise Europe Network.



# 02 | Our **business** services

The Network's experts have the required experience and resources to help businesses innovate and grow. They advise businesses on new market opportunities and on how to expand internationally. Learn more about the impact of our services and inspiring success stories on the Network's website at [een.ec.europa.eu](http://een.ec.europa.eu).



## Internationalisation

We support businesses to enter international markets and to seize new commercial opportunities



## EU Single market

We help businesses navigate EU legislation and benefit from the vast opportunities offered by the EU Single Market



## Innovation

We enhance businesses' potential to innovate, grow and develop disruptive products and services



## Business, technology and R&D Partnering

We match companies with the right business partners and promote new technologies globally



## Resilience

We empower businesses by building up their agility and resilience to potential future challenges



## Access to finance

We help businesses to identify different sources of finance and to build up investor readiness



## Access to EU funding

We identify EU funding opportunities and offer guidance to businesses how to apply



## Digitalisation

We help to tailor digital solutions to specific business needs



## Sustainability

We guide our business clients in their transition to more sustainable business models



# 03 | The Network's **client journey** approach



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## **The Network's Client-Centric approach**

The Enterprise Europe Network thrives on a client-centric approach, focusing on specific business needs and goals. This means crafting services from the perspective of businesses, addressing all possible challenges and opportunities. The main objective is to build strong, impactful relationships with all the Enterprise Europe Network clients.

## **The Network Client Journey**

The Network client journey, enhanced by our tailored services, offers a clearly defined growth path to businesses. From initial contact to achieving pre-defined business goals, the Enterprise Europe Network supports clients in every stage of their growth journey.

## **Tailor-made services**

Our services are customised to the specific needs of businesses. Our experts propose detailed action plans that outline the key players, timelines, steps and targets to address the requirements of our clients.

## **The Hub and Spoke Model**

One of the Enterprise Europe Network's main strengths lies in its collective expertise and knowledge. To maximise this experience for clients, our experts operate under the 'hub-and-spoke' model, where all organisations and external stakeholder pool resources to provide top-notch, customised services.

Each Enterprise Europe Network partner organisation functions independently but collaborates towards a common goal: delivering exceptional support to clients. Organisations work together seamlessly, sharing resources and expertise to ensure every client receives the best possible service.

## **Stages of the Network Client Journey**

- Initial contact and needs assessment
- Tailored support and action plan
- Implementation and monitoring
- Scaling and internationalisation

# 04 | Our **sectoral** expertise

The Enterprise Europe Network offers unparalleled access to Europe's diverse industrial ecosystems, providing expertise across a wide range of sectors to drive businesses forward. Our experts possess a profound outreach and deep knowledge in these specific industries, working collaboratively to meet the needs of business clients. Groups of experts cover the following industrial ecosystems:

Aerospace & Defence, Agri-food, Construction, Creative & Cultural Industries, Digital, Electronics, Energy Intensive Industries, Health, Maritime, Mobility-Transport-Automotive, Proximity & Social Economy, Renewable Energy, Retail, Tourism and Textiles.

## Thematic Expertise of the Enterprise Europe Network

Beyond sector-specific support, the Enterprise Europe Network offers invaluable insights through so-called Thematic Groups. These groups consist of experts dedicated to enhancing our business services and the overall experience for clients. For example, they focus on navigating the EU Single Market successfully, helping businesses to get expert advice on how to expand across Europe.

## Focus areas

Tourism	Creative & Cultural Industries	Aerospace & Defence	Textiles	Construction
Electronics	Mobility Transport Automotive	Energy-Intensive Industries	Renewable Energy	Agri-Food
Health	Digital	Maritime Industries & Services	Retail	Proximity & Social Economy
Scale-ups	Access to finance	Access to EU funding	Communication	Digitalisation
Internationalisation	Quality	Innovation	Business partnering	Resilience
Research	EU Single Market	Start-ups	Sustainability	Women Entrepreneurship



# 05 | Why do **business** in Europe?



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## **The European economy**

The EU boasts an impressive economic performance, with its GDP reaching around €16 trillion in 2023. This positions the EU as one of the largest economies, accounting for some 17% of total global GDP.

The EU Single Market covers major economies such as Germany, France, Italy, Spain or Poland, and encompasses over 450 million consumers, enabling free movement of goods, services, capital, and people across Europe. This integration fosters a competitive business environment, reduces costs, driving innovation and economic growth. Businesses can scale more efficiently, benefiting from harmonised regulations and a vast customer base.

The EU demonstrates robust economic growth, despite major global challenges. This resilience underscores the region's economic stability and innovative capabilities.

Through various free trade agreements, the EU is closely aligned with major economies such as Japan, Korea, Singapore and the United Kingdom. The EU remains an economic powerhouse, influencing global economic trends and providing substantial opportunities for businesses and investors alike.

## **World class research and cutting-edge green technologies**

Europe is at the forefront of world-class research, leading investment into innovations & green technologies. Via the Horizon Europe programme, the EU invests heavily in R&D, driving advancements in renewable energy & other disruptive technologies. This research leadership cements the EU's role as one of the global sustainability champions.

# 06 | Joining the Network: what's in it for your organisation?

The Enterprise Europe Network is a network of excellence. It offers organisations the opportunity to be part of a unique international business support platform connecting major trade blocks and even entire continents. Becoming an International Network Partner of the Enterprise Europe Network will help your business clients access new markets and find commercial partners in Europe.



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## Join the Enterprise Europe Network and unlock a world of opportunities for your business clients:

- Collaborate with our experts:** become part of a vibrant community of over 3000 professional Enterprise Europe Network advisors across Europe, including sector-renowned specialists.
- Forge preferential relationships:** connect with Europe's top organisations to help your clients find business partners within the EU and beyond.
- Expand your outreach:** enhance your clients' visibility among European businesses, pioneering cutting-edge industrial and green technologies for global markets.
- Access exclusive business events:** enjoy privileged access to onsite and virtual events at major business fairs across Europe.
- Join a thriving business matchmaking network:** establish long-lasting commercial partnerships through a dynamic expert network and our virtual marketplace, which facilitates thousands of international business deals every year.
- Boost staff expertise:** build up your team's capacity through mentoring from experienced Enterprise Europe Network advisors and gain free access to specialised trainings and good practices.
- Promote your services and events:** advertise your services and events or trade missions to thousands of businesses across Europe.

Seize all these opportunities to elevate the growth prospects of your business clients and connect with leading business support organisations in Europe!

# 07 | How to express your interest to join

If you want to join the Enterprise Europe Network, read the instructions below to find out how to submit your expression of interest. Demonstrate your capacity to deliver added value business services and outline how the participation in the Enterprise Europe Network will align with your organisation's priorities.

## To express your interest, follow the steps below:

- Read this brochure** carefully, especially the annex detailing the terms of reference for the open invitation below. Consider whether the priorities of the Enterprise Europe Network align with your organisation's mandate and explore potential synergies.
- Pitch the benefits** of participating in the Enterprise Europe Network to your organisation's executive management, president and/or relevant heads of department to discuss the prospects of joining the Enterprise Europe Network. If you need any clarifications, get in touch with us at [EISMEA-EEN-INTER@ec.europa.eu](mailto:EISMEA-EEN-INTER@ec.europa.eu).
- Identify potential partners** in your region or country to ensure comprehensive coverage of all Enterprise Europe Network services and activities.
- Reach out to the EU Delegation** in your region or country to request an official letter of support.
- Consult with your national policymakers** and funding authorities to see if you qualify for financial support. Alternatively, develop a business model that convincingly demonstrates your financial capacity to participate in the Enterprise Europe Network in the coming years.
- Describe how you will implement** Enterprise Europe Network activities and services, using our official online form: <https://ec.europa.eu/eusurvey/runner/Open-Invitation-SMP-EEN-INP>. Highlight your operational capacity and staff expertise, demonstrating why your organisation is a natural fit for the Enterprise Europe Network.
- Submit your expression of interest.** We will then assess all submissions and provide feedback within 1-2 months. We reserve the right not to accept an expression of interest if we determine that the impact on European businesses would be minimal.
- Get ready to meet with us online.** We may decide to invite organisations for online interviews to clarify certain aspects of their expressions of interest and/or to get to know the staff assigned to work with the Enterprise Europe Network.
- Sign an agreement with us.** If your expression of interest is successful, we offer you the signature of a 'Cooperation Agreement' stipulating the conditions of our collaboration (see model agreement in annex below).



# Join the **Enterprise Europe Network** as International Network Partner

## Do you want to know more?

Get in touch with us: [EISMEA-EEN-INTER@ec.europa.eu](mailto:EISMEA-EEN-INTER@ec.europa.eu)

European Innovation Council and SMEs  
Executive Agency (EISMEA)  
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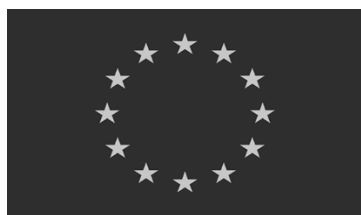
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Version July 2024



# Annex | Terms of Reference & model Cooperation Agreement

EUROPEAN INNOVATION COUNCIL AND SMES  
EXECUTIVE AGENCY (EISMEA)



SINGLE MARKET PROGRAMME

Version 1.0

## History of changes

Version	Changes made	Date
Version 1.0	Publication	1 October 2024
-	-	-

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## 1. INTRODUCTION

### 1.1. The purpose of the open invitation

This open invitation to join the Enterprise Europe Network ('the Network') as International Network Partner covers the period **from 1 July 2025 until 31 December 2028**. The invitation is published by the **European Innovation Council and SME Executive Agency (EISMEA)** ('the Agency'), established by and acting on behalf of the **European Commission, Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs**<sup>1</sup> ('the European Commission').

This invitation addresses exclusively organisations under Article 9(3)(a) of the Single Market Programme (SMP) Regulation<sup>2</sup>, who will participate in the Enterprise Europe Network on a self-financing basis. These organisations will be referred to as '**International Network Partners**'. Organisations interested to join the Network must neither be established in the European Union ('EU') nor in countries associated to the SMP under Article 5 of the SMP Regulation<sup>3</sup>. Organisations from those countries have to apply to a call for proposals<sup>4</sup> and are referred to in this invitation as 'European Network Partners'.

Together with the European Commission, the Agency will select International Network Partners. To this end, suitable organisations are invited to express their interest to join the Network, describing their approach to deliver Network activities and services, considering opportunities and distinct challenges businesses face in their respective countries or regions. The Agency will sign Cooperation Agreements with selected organisations, meeting the required conditions outlined below.

### 1.1. The context of the open invitation

The European Union (EU) has embarked on a major transformation to a more sustainable, digital, and resilient modern economy. The 24 million small and medium-sized enterprises ('SMEs') in the EU are at the heart of this transformation as they represent 99% of all businesses, provide two-thirds of jobs in the private sector, and are deeply embedded in local communities. Innovative and export-oriented SMEs are leading this transformation.

Nevertheless, many SMEs are daunted by the complexity of this transformation. They face continued barriers in doing cross-border business and they struggle to access the finance and support they need to innovate and commercialise. They can find it difficult to identify commercial partners to develop products and markets. And they face major uncertainties, supply constraints and labour shortages.

Over the past years, the European Commission has acted forcefully to help SMEs overcome these challenges, strengthening their ability to innovate and internationalise, including through the Enterprise Europe Network. In a complex global geopolitical scenario, the European Commission aims now to promote a strategic autonomy, strengthening businesses and ensuring sustainable supply chains by reducing dependence on single risky suppliers and diversifying trade partnerships. This effort includes enhancing cooperation with reliable third countries, as envisaged by this open invitation.

### 1.2. The Enterprise Europe Network

The Enterprise Europe Network helps SMEs innovate and grow in the EU Single Market ('the Single Market') and beyond. It is the world's largest service provider for SMEs with

international ambitions. Since its launch in 2008, the Network has played a crucial role in facilitating the access of SMEs to the Single Market and important markets in Asia, Oceania, Africa and the Americas where the Network is present and in providing integrated business and innovation support services to help them grow.

Over the last 16 years, the Network has delivered an impressive number of services with significant impact in terms of market positioning, cost savings and job creation for SMEs. Over 800 companies receive services of the Network every day and 92% of them are satisfied or very satisfied with the quality of this support. Network supports on average daily 112 enterprises with in-depth tailored advisory services and 525 enterprises with specialised guidance and trainings. Every single day these services lead to the signature of 5 business deals. The Enterprise Europe Network is represented in over 40 countries and one of the largest support platforms in the world for businesses with international ambitions.

A core part of the Network's success has been its willingness to continuously raise its standards and evolve to meet new challenges and opportunities, most recently through the introduction of services in areas such as sustainability, digitalisation, resilience, and support for scale-ups. With the current Network's mandate due to expire in June 2025, the Commission and the Agency launched a call for proposals in April 2024 under the Competitiveness of Enterprises and SMEs pillar of the SMP to identify client-oriented business support organisations based in the EU and in those countries associated to the SMP<sup>5</sup>, referred to in this open invitation as 'European Network Partners'.

### 1.3. International Network Partners

A key part of the Network's strength has been its ability to connect European SMEs with potential partners in third countries through a network of '**International Network Partners**' ('INPs') outside the EU, based on common interest and mutual benefit. Over the period of the current Network, these INPs have offered market information and partnership support services to enhance business cooperation, technology transfer, innovation and where applicable research collaboration between SMEs established in the EU (and SMP participating countries) and those operating in their respective third countries.

INPs help their clients connect with European SMEs who are in many cases world market leaders in their industries, e.g., agri-food, automotive, digital technologies, biotech, or textiles & fashion. These highly innovative European companies are keen to find reliable business partners in fast growing international markets.

Specifically, becoming an INP will mean tapping into the strengths of the Network, and so being able to:

- Cooperate with a community of more than 3,000 professional Network advisors in Europe, including thematic experts, and across industrial ecosystems;
- Establish a preferential relationship with Europe's leading business organisations in the Network to help their clients find business partners in the EU;
- Improve the outreach towards European businesses that are developing cutting-edge and green technologies, and producing high-quality products and services;
- Get privileged access to online and onsite events organised by the Network at major business events and fairs in Europe<sup>6</sup>;
- Join a dynamic matchmaking network to establish long-lasting commercial partnerships between European businesses and their clients. Every year the

<sup>1</sup> [https://ec.europa.eu/growth/index\\_en](https://ec.europa.eu/growth/index_en).

<sup>2</sup> Regulation (EU) No 2021/690 of the European Parliament and the Council of 28 April 2021 establishing a programme for the internal market, competitiveness of enterprises, including small and medium-sized enterprises, the areas of plants, animals, food and feed, and European statistics (Single Market Programme) and repealing Regulations (EU) No 99/2013, (EU) No 1287/2013, (EU) No 254/2014 and (EU) No 652/2014 (OJ L 153, 3.5.2021, p. 1–47).

<sup>3</sup> The list of third countries associated to the SMP is available here: [list-third-country-participation\\_smp\\_en.pdf](list-third-country-participation_smp_en.pdf) (europa.eu).

<sup>4</sup> EU Funding & Tenders Portal (europa.eu).

<sup>5</sup> EU Funding & Tenders Portal (europa.eu).

<sup>6</sup> See Network Events Calendar for samples of past and upcoming events: [https://een.ec.europa.eu/events?%5B%5D=field\\_eventstartdate%3Anext\\_year](https://een.ec.europa.eu/events?%5B%5D=field_eventstartdate%3Anext_year)



Network facilitates thousands of international business deals within the EU and beyond;

- Build up staff capacity to support businesses through mentoring from experienced European Network Partners, benefiting from free access to specialised Network trainings and transfer of good practices;
- Promote events or trade missions to thousands of businesses across Europe and beyond.

### Countries currently covered by the Enterprise Europe Network



Becoming an INP comes **without any financial support from the side of the European Commission or the Agency**. INPs need to demonstrate that they possess a viable business model and the necessary funding to join Network events and deliver services.

## 2. STRUCTURE OF THE INTERNATIONAL NETWORK PARTNERS

### 2.1. Organisational structure

Organisations interested in joining the Network should have an outstanding track record in providing business support services to companies in areas such as internationalisation, innovation, digitalisation as well as environmental and social sustainability. They must have the required organisational competences and skilled staff to deliver tailor-made services to local and European businesses. INPs usually group into **consortia of maximum 3 organisations**<sup>7</sup> to ensure that all services outlined in this open invitation can be provided to businesses in a particular region or country.

Expressions of interest from a single organisation can be accepted provided they cover the full range of services within their country or region. The organisations part of the consortium will become the official Network branch in their region or country. The names of these organisations will feature on the official webpage of the Network and their staff will be granted

full access rights to the Network IT platform.

If it is considered beneficial, a consortium may collaborate with additional **local cooperation partners**. These additional organisations should commit to assist the consortium providing Network services in the country or region covered, e.g. organising matchmaking events or trade missions. However, these local cooperation partners will neither sign the Cooperation Agreement nor have access to the Network IT tools and community platform. The project coordinator needs to ensure that these non-contractual local cooperation partners are systematically informed and integrated into the consortium's activities.

Organisations expressing their interest to join the Network should describe how already existing activities can be linked to Network services to generate synergies for local businesses and build partnerships with European companies to exploit commercial opportunities. Most importantly, selected INPs must commit an adequate level of their own financial and human resources to fulfil their role within the Network.

INPs must be able to provide:

- **Internationalisation support and partnering services**, via market access advice and matchmaking services including technology transfer, and at least basic advisory services aimed at helping SMEs meet regulatory requirements and benefit from Free Trade Agreements ('FTAs')<sup>8</sup> or other commercial agreements signed between their country and the EU;
- **Innovation support**, i.e. offering services to highly innovative SMEs, including those who want to embrace digitalisation and adopt more sustainable business models;
- **Research collaboration services**, i.e. support industry-academia and business-to-business R&D as well as cross-border innovation and technology cooperation. This includes advice for SMEs or other Network clients to participate in major European research programmes such as Horizon Europe or Eureka.

Organisations need to ensure that **staff** assigned to the Network (referred to as 'Network advisors') have the required qualifications to fulfil their tasks to the highest quality standards.

Each consortium must appoint one organisation as '**project coordinator**'. The project coordinator is the first point of contact for the Agency regarding contractual or operational issues. The project coordinator ensures the smooth functioning of the consortium.

The project coordinator has the responsibility to oversee the implementation of the work plan, monitor whether all partners are on track to achieve their set performance targets and liaise with the Agency whenever appropriate. The project coordinator shall also ensure that all other important stakeholders in the local innovation eco-system know about upcoming Network events and cooperate with the consortium.

Project coordinators will regularly meet in dedicated '**INP Coordinators Group**' meetings chaired by the European Commission and the Agency. These meetings are organised online or onsite. During these meetings, coordinators exchange information and best practices, receive relevant updates from the European Commission and the Agency, and provide feedback on needs and challenges they face.

### 2.2. Client-centric approach

The Network's clients are typically SMEs<sup>9</sup>, and innovative start-ups, ready to scale their

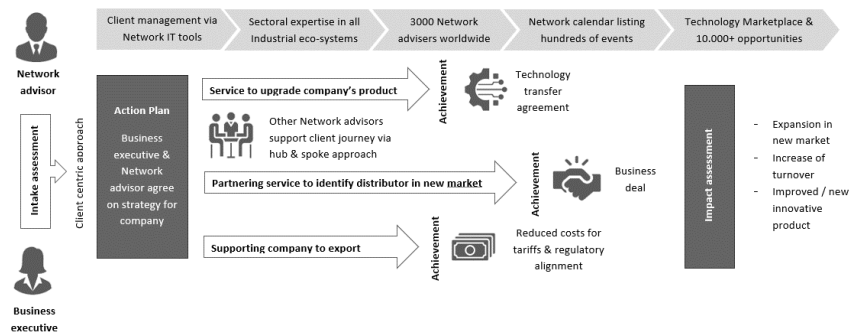
<sup>7</sup> Exceptions are possible in -well justified cases but it needs to be agreed upon with the Agency.

<sup>8</sup> [https://policy.trade.ec.europa.eu/eu-trade-relationships-country-and-region/countries-and-regions\\_en](https://policy.trade.ec.europa.eu/eu-trade-relationships-country-and-region/countries-and-regions_en)  
<sup>9</sup> SME definition - European Commission (europa.eu)

activities internationally and with the ambition to improve and take a leading position through product, service or process innovation. Network services may also be extended to other organisations, including clusters<sup>10</sup> and larger corporations, if doing so would benefit local SMEs. Throughout this document, the target group will be referred to as 'Network clients'.

The Network is built on a client-centric approach. This means designing services from the client's perspective, with a focal point identifying the needs and ensuring close follow-up with the client, with the overall aim to generate concrete impact for the SMEs. The 'Network Client Journey' includes all relationships and interactions between Network partners and their client SMEs via the so-called 'hub and spoke' approach. The example below showcases the client journey for a Network client. INPs should follow the same service process for their local businesses and support European Network Partners helping their clients.

### Flow chart of Network client journey



### 2.3. Sectoral and thematic specialisation

Knowledge about sectoral/industrial eco-systems remains a key asset of the Network. 'Sector Groups' gather Network advisors with background and experience in specific industrial sectors or ecosystems who commit to work together to meet the needs of SME clients operating in this area.

INPs need to take part in 'Sector Groups' focusing on industrial ecosystems<sup>11</sup> in their region/country relevant to their clients' needs. Sector Groups cover the following industrial ecosystems: Aerospace & Defence, Agri-food, Construction, Creative & Cultural Industries, Digital, Electronics, Energy Intensive Industries, Health, Maritime, Mobility-Transport-Automotive, Proximity & Social Economy, Renewable Energy, Retail, Tourism, and Textile.

Participation in Sector Groups may be facilitated, particularly for INPs based in remote third countries, using appropriate IT platforms and virtual matchmaking tools, enabling the establishment of virtual marketplaces, brokerage events as well as company missions.<sup>12</sup>

In addition to these sectoral issues, further cross-cutting topics are addressed by the Network's 'Thematic Groups'. These groups are composed of Network advisors with a particular expertise and aim at improving the quality of Network services, e.g. on how to do business in the Single Market and beyond, as well as research & innovation support, helping

SMEs to become more sustainable and digital. INPs should **support the activities of the Thematic Group 'SME Internationalisation'**. They may join further Thematic Groups if they deem them relevant to their activities.

### 3. SERVICES AND ACTIVITIES

INPs will carry out the following activities:

- **Activity 1:** Provision of value-added services to businesses
- **Activity 2:** Promotion of the Network and communication
- **Activity 3:** Network development, capacity building and quality management

Individual partners in a consortium are not obliged to carry out all activities. The combination of expertise, skills, and positioning of all partners in a consortium will guarantee that the full range of activities and services is provided in the region or country to be covered.

#### 3.1. Activity 1: Provision of value-added services to businesses

The Network's main aim is to provide value-added services that help companies scale their activities internationally and improve and take a leading position through product, service or process innovation. INPs will provide partnering and advisory services to their clients and with the aim of building partnerships with European companies to exploit commercial opportunities.

#### Partnering services

Partnering services are at the core of the Network's service portfolio. The aim is to support Network clients to engage in cross-border

- commercial cooperation;
- innovation partnerships as well as technology transfer; and
- research & development collaboration.

As an important part of the Network Client Journey, this support covers the identification of suitable partnering opportunities but also accompanying advisory services to ensure a successful entry into new markets.

The range of partnering services of INPs must include:

- **Organisation of international (onsite, online or hybrid) business matchmaking events**, including sectorial events, company missions and brokerage events and participation in large international fairs. Such events should be organised in cooperation with European Network partners. The focus of these matchmaking events should be to facilitate international commercial and technology cooperation as well as forming consortia for joint participation in European research programmes.

This also includes the mobilisation of local clusters, supporting cluster-to-business and business-to-business brokerage events in the framework of cluster matchmaking events organised with third countries by the European Cluster Collaboration Platform<sup>13</sup> or other cluster support actors.

<sup>10</sup> [https://single-market-economy.ec.europa.eu/industry/cluster-policy\\_en#:~:text=Clusters%20are%20groups%20of%20firms,%2C%20resources%2C%20suppliers%20and%20skills.](https://single-market-economy.ec.europa.eu/industry/cluster-policy_en#:~:text=Clusters%20are%20groups%20of%20firms,%2C%20resources%2C%20suppliers%20and%20skills.)

<sup>11</sup> European industrial strategy - European Commission (europa.eu)

<sup>12</sup> Certain Sector Group activities may only be open to participants from EU countries, in particular where security issues are at stake (e.g. defence).

<sup>13</sup> <https://clustercollaboration.eu/>

- **Support for international trade missions.** This includes the identification of potential local business partners for European companies. There should be a joint effort among all INPs to help businesses take full advantage of preferential trade arrangements linked to FTAs signed by the European Commission with their respective third countries.

All events, company and trade missions organised or supported by INPs need to be published in the Network's official calendar<sup>14</sup> and promoted via relevant social media platforms to reach the target audience.

Moreover, INPs are expected contributing to the organisation of various other business-related events such as pitching contests and corporate events for SMEs focusing on specific technology challenges by larger companies. In addition, INPs are encouraged to put forward innovative ideas for new types of events and partnering services.

- **Generation of business and technology partnerships** via the Network IT platform<sup>15</sup> and other online tools used by the Network. This includes:
  - in-depth analysis of local Network clients' needs and capacities and drafting of partnering profiles (technology and business offers and requests) to be published in the Network IT platform;
  - identifying profiles that suit Network clients' needs and creating expressions of interest on their behalf to be published in the Network IT platform;
  - disseminating profiles entered by European Network Partners in the Network IT platform to local companies and potential business partners, as well as active search for matching companies;
  - preparing local Network clients for meetings with potential European business partners.

The delivery of partnering services may evolve over the coming years. All INPs should therefore adapt their services to changing needs of their Network clients throughout the programme period.

### Advisory services

INPs must provide at least basic advisory services on innovation, internationalisation, national regulations, FTAs and, where applicable, European research programmes. The following topics are part of the range of advisory services:

- **Capacity building**, including:
  - **Tailor-made advice** for businesses to overcome barriers to innovation and internationalisation and help them to find suitable business partners in the EU and/or countries associated to the SMP;
  - **Business and innovation reviews** to identify Network clients' business and technology needs, and then to publish requests or offers via the Network IT platform;
  - **Business peer-to-peer learning** offering the opportunity to companies to meet with their peers from around the world and to exchange their knowledge and experience.

- **Internationalisation**, including:
  - **Advisory services** to help local Network clients and companies find business partners and identify business opportunities abroad;
  - **Exchange of market information** with European Network Partners and European industry clusters about their home market. This should include information on (industrial) standards, intellectual property rights, public tenders open to international bidders, safety regulations, sanitary certification requirements as well as other market regulations.
 

This could also take the form of signposting to national authorities and/or information portals, and if necessary, to other reliable service providers in the country;
  - **Trade related services** helping local Network clients and companies to benefit from preferential arrangements linked to FTAs. This includes signposting and/or facilitating contacts with national customs authorities or other trusted services providers in the country (if necessary).
- **Innovation**, including:
  - **Innovation advisory services** to facilitate international technology transfer agreements; and to raise awareness on intellectual property protection and help businesses valorise their intellectual assets at international level;
- **Research & development**, including:
  - **Advisory services** helping Network clients to engage in bi-lateral and cross boarder R&D and technology cooperation;
  - **(where applicable) support to access** European research funding available under the Horizon Europe research programme or Eureka. This also includes awareness-raising events as well as competence building workshops focusing on hands-on advice to prepare quality proposals. These events should then be organised in close cooperation with Horizon Europe National Contact Points<sup>16</sup>.

Research support services are particularly relevant to INPs located in countries associated to Horizon Europe<sup>17</sup> and/or affiliated to Eureka<sup>18</sup>. The expression of interest should highlight whether the country is already associated or whether national policy makers are likely to make a request to join the research programme in the near future.

### 3.2. Activity 2: Promotion of the Network and communication

INPs must give adequate visibility to the Network and promote it and its services among local businesses and multipliers. This must incorporate the regular use of cost-effective external communication tools, including social media and online tools and, communication partnerships with national media or business associations or clusters with a wide reach into the local business community.

Success stories are a powerful communication tool to share experiences, inspire, and engage others. Furthermore, stories promote and increase the visibility of the Network towards the stakeholders and the public. INPs must use success stories showcasing how the Network generates impact for local businesses. Each consortium is expected to produce **at least 3**

<sup>14</sup> [https://een.ec.europa.eu/events?%5B0%5D=event\\_date%3Agt%7C2024-05-22T15%3A51%3A09%2B02%3A00](https://een.ec.europa.eu/events?%5B0%5D=event_date%3Agt%7C2024-05-22T15%3A51%3A09%2B02%3A00)  
<sup>15</sup> <https://een.ec.europa.eu/partnering-opportunities>

<sup>16</sup> National Contact Points - Funding & Tenders (europa.eu)

<sup>17</sup> [https://ec.europa.eu/info/research-and-innovation/strategy/support-policy-making/shaping-eu-research-and-innovation-policy/evaluation-impact-assessment-and-monitoring/horizon-europe\\_en](https://ec.europa.eu/info/research-and-innovation/strategy/support-policy-making/shaping-eu-research-and-innovation-policy/evaluation-impact-assessment-and-monitoring/horizon-europe_en)

<sup>18</sup> <https://eureka-network.org/>



**success stories**<sup>19</sup> within the contractual period of up to 3.5 years.

INPs are required to fully adhere to the Network's specific branding rules for INPs for all Network related publications, electronic communication products, posters, programmes and other communication and event materials according to the templates and support on how to use the branding tools that will be provided by the Agency.

INPs must establish an easy way to be contacted. This could be an e-mail address such as 'info@consortium-web-address' or other suitable channels. Whichever channel is chosen, it should be monitored every day and enquiries sent to it should be instantly forwarded to the most appropriate consortium partner.

All Network advisors must regularly connect to the Network IT platform to interact with their European counterparts. Through the Network directory, Network advisors should display their professional experience and contact details.

The expression of interest needs to include a clear **communication strategy** explaining how the INP consortium plans to attract businesses in the region/country, while enhancing the Network's visibility and outreach. This strategy should include objectives, targeted audiences, key messages, proposed tools and social media channels. INPs should commit to:

- give adequate visibility to the Network and its services within their own organisations;
- feature the Network name and logo on the official website of their organisations and to promote Network-related content on their organisation's social media platform;
- follow the Network's branding guidelines, and the more specific guidelines for INPs;
- share at least 3 success stories with the Agency within the contractual period;
- set up a Network website for the entire consortium featuring main sections both in English and in the language of the country where the international consortium is based. Alternatively, the INP consortium should at least set up a webpage on each of their organisations' websites highlighting Network services and events and ensure the promotion of Network related content, visibly branded, on their organisations' social media channels.

### 3.3. Activity 3: Network development, capacity building and quality management

Exchanging knowledge and expertise is a key driver for the high service quality and the success of the Network in terms of generating concrete impact for SMEs. For this reason, it is of crucial importance for INPs to dedicate adequate resources to collaborate with European Network Partners. All Network partners should seek to enhance their own skills and share good practices and innovative service methodologies.

The Network's training activities aim to increase the competences of Network advisors, reflecting the fact that the strength of the Network lies in the professionalisation of every individual, as well as in fostering the Network's common capital of knowledge and expertise. For this reason, INPs should:

- Seek membership in Sector or Thematic Groups or any other group formally organised by the Network, the Agency and/or the European Commission;

- Participate in trainings, webinars and workshops organised by the Agency, the European Commission or European Network Partners;
- Act as a trainer or speaker in Network trainings, webinars, workshops and at the Network's Annual Conference;
- Organise trainings and webinars for European Network Partners, industry clusters and their clients, e.g., on business opportunities, research and innovation topics, local business culture;
- Attend the Network's Annual Conference. Active participation is essential for establishing one's presence within the Network and find European Network partners with whom to co-organise matchmaking events or trade missions;
- Participate in peer-to-peer learning programmes such as the Network's mentoring scheme or staff exchanges. Less experienced INPs must seek support from experienced European Network partners who will act as their mentor. The Agency will support INPs to identify suitable mentors;
- Share quality content, articles, and news with European Network Partners via the Network IT platform;
- Participate in consortium, national and regional meetings;
- Attend meetings of the INP Coordinators Group. This meeting is designed especially for project coordinators and main contacts/project managers. It is a unique chance for INPs to meet key decision-makers from the European Commission and Agency who will be updating them on important operational issues and policy matters.

## 4. MEASURING PERFORMANCE

Performance of the INPs will be measured using the following performance indicators:

### Unique clients in the client journey

This performance indicator counts the number of unique Network clients receiving tailor-made services based on needs assessment and drafted action plan. These are customised services to companies that have already started their Network client journey. The indicator measures how many Network clients get continuous support. The support requires close ties and in-depth knowledge of the client's situation and regularly updated needs assessments part of a detailed action plan.

### Achievements

This performance indicator captures the Network's client base receiving impact-driven support through services as described in Activity 1. All services delivered to Network clients are aiming at generating Achievements and a positive impact for the Network client on a short- and/or long-term perspective.

This performance indicator counts the number of Achievements from Network partnering and advisory services. They result from tailor-made services with **measurable impact** for the Network client. This impact is associated with the company's financial growth, i.e., increased market share, increased turnover, optimised costs or realised savings, improved quality of products, services or processes, new product or service innovations. The indicator captures the outcome of the Network

<sup>19</sup> <https://een.ec.europa.eu/success-stories>

support to clients.

### Partnering Achievements

INPs must generate Partnering Achievements (PAs)<sup>20</sup> with the **contribution of at least one European Network Partner**. PAs lead to a positive outcome for the Network clients concerned. They mark the successful conclusion of a concrete, medium- to long-term collaboration between a client of the INP and a client of a European Network partner (based either in the EU or country associated to the SMP). The result of this collaboration is associated with considerable, measurable and/or identifiable impact for the Network client.

#### Examples:

- Joint venture between Japanese and European company to develop new sustainable chromium plating coating technologies.
- Commercial agreement between US-based business-to-business online fashion platform and European clothing manufacturer.
- Research & Development collaboration between South Korean and European companies to develop space satellite technologies.

### Advisory Achievements

INPs must generate Advisory Achievements (AAs) with the **contribution of at least one European Network Partner**. Advisory Achievements lead to a positive outcome for the Network client. They facilitate and consequently mark the successful entry to a market or international presence of a Network client. The result is associated with considerable, measurable and/or identifiable impact for the client.

Advisory services may cover the following topics: internationalisation, innovation, participation in EU research and innovation programmes (such as Horizon Europe), intellectual property protection, assistance for participation in international public tenders, support to exploit preferential trade terms linked to a FTA, market intelligence (national rules & regulations, standards, certification requirements, opening a branch, etc.), support in increasing the sustainability performance of the company, support with digitalisation of the business processes, or increased resilience/preparedness of the company to value chain disruptions.

#### Examples:

- Award of funding for research & development of heart rate algorithm measurement.
- Company successfully exports organic certified horticulture seeds and eliminates tariff payments.
- Tailor made support for electronics manufacturer to remain

competitive and to enter a new market.

**Important:** it should be noted that to reach Achievements, INPs need to have the **contribution of at least one European Network Partner** (via the hub and spoke model). Both Network partners will then report the Achievement together in the Network IT platform. Achievements have a clear international dimension and demonstrate the Network effect. They are important milestones in the Network client journey.

In line with the terms and conditions set out in the Cooperation Agreement, the Agency **cannot consider as Achievements** positive outcomes for Network clients generated between **two different INPs** and without the support of at least one European Network Partner. The activities and services of INPs need to target the EU Single Market and/or countries associated to SMP.

#### Contribution to other Network partners' client journeys

This performance indicator counts the number of services provided to another Network partner's client journey. This indicator relates to the Network effect and captures the hub and spoke model. It measures the contribution as a spoke to the client journey of another Network partner.

There are often situations encountered during the work of the Network advisor when he or she needs to reach out for expertise from Network colleagues in other organisations or countries to address client's needs. This type of support is sought with the aim of receiving professional support.

All Network advisors are expected to provide support services to other Network colleagues in matters where they have highly skilled or specialised competencies that can address the needs of that Network partner's client. The contribution may include the same topics as indicated under Achievements above.

#### Success stories

This performance indicator counts the number of success stories produced by the INPs for communication purposes. INPs are expected to produce **at least three success stories** involving European and local Network clients within the contractual period.

INPs will set **annual performance targets** for the number of

- Unique Network clients in the client journey;
- Achievements from Network partnering and advisory services;
- Success stories.

The number of 'contributions to other Network partners' client journeys' will be monitored by the Agency via the Network IT platform. It is not necessary to set any specific yearly targets for this performance indicator.

In addition, INPs should provide an estimate on the annual number of

<sup>20</sup> Partnership Achievements may be: business, technology transfer, or research PAs.

- Matchmaking events and/or company missions they will support and/or organise and promote via the official Network Calendar<sup>21</sup>;
- Partnership proposals from businesses they will generate and promote via the Partnership Opportunity Market Place<sup>22</sup>;
- Expressions of interest made and received from businesses for partnership proposals generated via the Partnership Opportunity Market Place.

Each year, the Agency will assess the performance of the INPs. All partners in a consortium are required to contribute to the performance of the Network. Those partners whose performance remains below the set targets and significantly below Network averages will be offered training and mentoring support. However, repeated failure by INPs or by the entire consortium to meet the set targets may lead to the discontinuation of the Cooperation Agreement.

The data collection for the different indicators for the performance monitoring of the INPs will be automated in the Network IT platform. For this reason, INPs are expected to regularly report their achievements in the Network IT platform and keep their information constantly up to date.

## 5. REQUIREMENTS FOR INTERNATIONAL NETWORK PARTNERS

### 5.1. Eligible participants

To be eligible for this open invitation, organisations must be:

- Legal entities (public or private bodies);

and **must neither** be established in an:

- EU Member State nor overseas country or territory linked to it; **nor** in
- A third country associated to the Single Market Programme<sup>23</sup>.

Organisations must be based in countries and/or group of countries which:

- Have an established SME-support infrastructure based on a network of business support organisations serving SMEs in a defined geographical area; and
- Have strong commercial links with at least one EU Member State.

### Priority countries

Priority will be given to expressions of interest from organisations in countries, which have:

- concluded comprehensive Free Trade Agreements (FTAs), economic partnership agreements and/or investment agreements with the EU or are at an advanced stage of negotiations<sup>24</sup>;
- concluded strategic agreements with the EU related to security of supply including of critical raw materials; and/or
- established thriving research and innovation partnerships (e.g. via participation in European research programmes or cluster cooperation arrangements).

The European Commission and the Agency reserve the right not to consider expressions of interest, to suspend negotiations of cooperation agreements or to discontinue the participation of INPs in accordance with the political priorities and founding values of the European Union, and if the impact on European SMEs is considered insufficient.

### Specific cases

- Natural persons — Natural persons are not eligible;
- International organisations — International organisations (e.g., United Nations Agencies) are not eligible;
- Entities without legal personality — Entities which do not have legal personality under their national law may exceptionally participate, provided that their representatives have the capacity to undertake legal obligations on their behalf and offer guarantees for the protection of the EU financial interests equivalent to that offered by legal persons;
- Legal entities created under EU law<sup>25</sup> — legal entities created under EU law cannot be part of the consortium;
- EU restrictive measures — Special rules apply for certain entities (e.g. entities subject to EU restrictive measures under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)<sup>26</sup>, and entities covered by Commission Guidelines No 2013/C 205/05<sup>27</sup>). Such entities are not eligible to participate in any capacity, including as affiliated entities to organisations expressing their interest, associated local partners or similar.

### 5.2. Type of organisations sought

In accordance with the provisions below, INP consortia should be composed of the appropriate mix of organisations to ensure delivery of the full range of Network services in their selected region or country.

The following type of organisations may apply<sup>28</sup>:

- Business support organisations such as sector and industry associations, export agencies, chambers of commerce, technology transfer centres, business incubators, industrial clusters;
- National or regional Trade Promotion Organisations (TPOs);
- Business organisations and/or businesses representative organisations;
- National & regional development agencies;
- National or regional innovation agencies and research organisations such as universities and alike.

These business and innovation support organisations must have access to a large pool of business clients and must be deeply rooted in the regional/national innovation eco-system and have a strong interest in promoting business interests abroad. They should have a strong mandate by either regional or national authorities to support local businesses to innovate and internationalise. Europe and in particular the Single Market should be one of the main target

<sup>21</sup> [https://een.ec.europa.eu/events?%5B0%5D=event\\_date%3Agt%7C2024-05-24T15%3A16%3A18%2B02%3A00](https://een.ec.europa.eu/events?%5B0%5D=event_date%3Agt%7C2024-05-24T15%3A16%3A18%2B02%3A00)

<sup>22</sup> <https://een.ec.europa.eu/partnering-opportunities>

<sup>23</sup> The list of third countries associated to the SMP is available here: [list-3rd-country-participation\\_smp\\_en.pdf](list-3rd-country-participation_smp_en.pdf) (europa.eu)

<sup>24</sup> [https://policy.trade.ec.europa.eu/eu-trade-relationships-country-and-region/countries-and-regions\\_en](https://policy.trade.ec.europa.eu/eu-trade-relationships-country-and-region/countries-and-regions_en)

<sup>25</sup> EU-funded networks and/or centres set up outside the EU fostering the internationalisation and innovation capacity of EU-based companies are eligible to expressions of interest for this open invitation.

<sup>26</sup> Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the EU Sanctions Map.

<sup>27</sup> Commission guidelines No 2013/C 205/05 on the eligibility of Israeli entities and their activities in the territories occupied by Israel since June 1967 for grants, prizes and financial instruments funded by the EU from 2014 onwards (OJEU C 205 of 19.07.2013, pp. 9-11).

<sup>28</sup> This list is deemed non-exhaustive and purely indicative.

markets of their clients, typically SMEs and/or scale-ups.

### 5.3. Geographical coverage

In many countries, a single consortium may be able to cover the entire market and reach out to most local SMEs. This may be more difficult in larger countries. Therefore, it will be possible to set up several consortia in the same country. In such cases, the regional coverage of the different consortia could overlap. Expressions of interest should consider the existence of further consortia in their country and describe how to cooperate with them. The Agency reserves the right to sign Cooperation Agreements with **more than one consortium within the same country** or region.

The proposed consortium's name should have a geographical reference. For consortia covering the entire country (e.g. Enterprise Europe Network Singapore, short version: EEN Singapore). For larger markets, which are unlikely to be covered by a single consortium, further geographical references should be added (e.g., Enterprise Europe Network West Canada, short version: EEN West Canada).

### 5.4. Cooperation with European Network Partners

INPs and European Network Partners based in EU Member States or countries associated to the Single Market Programme usually engage if both sides have Network clients keen on finding business partners in their respective markets. Importantly, all **Network partners cooperate without charging each other fees**.

In addition to the EU funds received under the SMP, European Network Partners finance Network services mostly with their own resources. On their side, INPs must have the financial capacity to offer the Network services described above **without charging European Network Partners and their Network clients any fees**. In return, European Network Partners will not charge Network clients of INPs, either.

For the expression of interest, INPs must describe how they will fund the different Network services. If INPs receive no financial support from regional/national government authorities, they need to explain their business model for the service delivery. For example, INPs could come up with a business model charging fees only to their own local Network clients, e.g. for technology scouting services or success fees for the signature of business deals.

**INPs must never charge European Network Partners or European companies for Network services** as described in this open invitation. Only in exceptional cases, it may be possible for INPs to levy moderate registration fees from European companies for exclusive matchmaking events taking place at international fairs. The Agency reserves the right to **discontinue the Cooperation Agreement** with INPs charging fees to European Network Partners and European companies, which is against the basic principles of the Network.

### 5.5. Organisational competences

Organisations expressing their interest to join the Network must have the know-how, qualifications, and financial resources to offer Network services throughout the entire contractual period.

Organisations must be committed and have all the necessary skills and expertise to implement the activities and services described above. The professional capacity to successfully support businesses and a long-standing experience in those areas are key qualifications for Network partners. To demonstrate their capacity, organisations are required to:

- Show that they have the capacity to reach out to the Network's target group and address the local business community. Network partners should avail of a wide, suitable client base;
- Demonstrate how they provide partnering, advisory and capacity building services through a clearly **defined and monitored impact-driven delivery process**. This must include a description of the following capacities:
  - Experience in assisting companies in international commercial and/or technology and research-oriented partnerships from identification of specific needs to the signature of long-term business and technology cooperation;
  - Experience in assisting businesses undergoing periods of high growth and international expansion based on innovative products and services;
  - Experience in providing services on research and innovation cooperation, including activities linked to EU research programmes;
  - Ability to work with leading European business support organisations in an international innovation and technology-oriented Network.

### 5.6. Staff competences

Each organisation part of a INP consortium needs to nominate a **minimum of three Network advisors**. We recommend that for countries with smaller markets, their combined work should match at least that of a full time equivalent. For large countries, the commitment in working days should be proportionate to their market dimension and go beyond that of a single full time equivalent.

All appointed Network advisors must publish their professional profile in the Network directory on the Network IT platform. This profile should include information about the professional expertise, background and contact information. Sharing this information is considered necessary to ensure that Network advisors can find competent contact points in different countries. All INPs must ensure compliance with the applicable data protection rules.

Network advisors delivering services to businesses should have:

- Completed higher education or equivalent by experience;
- A very good command of written and spoken English in addition to the local language;
- Several years of experience in providing support to companies on a broad range of innovation or internationalisation issues;
- A good understanding of the local business and innovation support eco-system;
- Excellent analytical and communications skills to assess the needs of businesses and provide appropriate support services based on this analysis;
- In addition, Network advisors must have at least basic knowledge to identify digitalisation and sustainability challenges for businesses.

The expression of interest must include short summaries of the CVs of the operational staff nominated to become Network advisors. Moreover, staff continuity is considered very important in the Network. Where staff changes are unavoidable, the integration of new equivalent qualified staff should be facilitated as much as possible. In case of departures, organisations have to transfer the acquired knowledge to new staff and ensure that they take up suitable training opportunities provided by the Agency, the Network and/or the assigned



mentor.

## 6. TIMETABLE

Contractual period	<b>1 July 2025 - 31 December 2028</b>
Publication of open invitation	<b>1 October 2024</b>
Submission of expressions of interest	This open invitation does not set any specific cut-off dates for expressions of interest. However, expressions of interest should be submitted no later than 12 months before the end of the contractual period, i.e., 31 December 2027.
Assessment of expressions of interest	Expressions of interests are normally assessed <b>within 1-2 months</b> after submission of the official form via EUSurvey <sup>29</sup> .
Information about results	Usually, 1-2 months after submission of expression of interest.
Signature of Cooperation Agreement	2-3 months after submission if the expression of interest is accepted.
Info-session	The European Commission and the Agency will hold an online info-session about this open invitation (probably in November/December 2024). The exact date will be announced on the Network's website. The recording will be made available via our public website as well.

## 7. SUBMISSION REQUIREMENTS

Expressions of interest must be submitted electronically via the [EUSurvey portal](#)<sup>30</sup>. Expressing interest on paper or via email is not possible. No expression of interest received via any other channel than the relevant EUSurvey portal will be considered.

Expressions of interest may be submitted in any official EU language. However, for reasons of efficiency, organisations are invited to submit their expression of interest in English. Moreover, expressions of interest must contain all required information and mandatory supporting documents, i.e.:

- Administrative information about all organisations part of the consortium;
- Description of the implementation of the different activities and services;
- Short summaries of the CVs of the proposed Network advisors<sup>31</sup>;
- Letter of support from the EU Delegation<sup>32</sup> present in the country (to be uploaded as PDF file). There is no specific template for the letter of support. The EU Delegation should be asked to endorse their support in written.

<sup>29</sup> <https://ec.europa.eu/eusurvey/runner/Open-Invitation-SMP-EEN-INP>

<sup>30</sup> <https://ec.europa.eu/eusurvey/runner/Open-Invitation-SMP-EEN-INP>

<sup>31</sup> The reply to this open invitation involves the recording and processing of personal data (such as name, addresses and CVs). Such data will be processed pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data (OJ L 295, 21.11.2018, p.39-98). Unless indicated otherwise, the questions and any personal data requested that are required to assess the expression of interest in accordance with the criteria set out in this open invitation for expressions of interest will be processed solely for that purpose by the Agency. For more information see the Data protection notice on: general EISMEA DPN.

## 8. ASSESSMENT AND ADMISSION PROCEDURE

In close cooperation with the European Commission, the Agency will assess each expression of interest. This assessment shall be carried out by a selected panel of staff of the European Commission and the Agency, and comprise:

- Due diligence checks of the organisations that form the consortium based on the information submitted;
- Check if all submission requirements as outlined in this open invitation are met;
- Verification of operational and financial capacity of the organisations part of the consortium. And, in particular, the proposed business model and/or other sources of funding available for the participation in the Network;
- Check of technical capacity of the staff proposed based on the CV summaries provided and public LinkedIn profiles (if available);
- In-depth assessment of the description of Network activities and services and their compliance with the conditions outlined in this open invitation;
- Evaluation if the proposed activities and services will have a measurable impact on businesses and other typical Network clients; and
- Analysis if the expression of interest covers the priority markets and all other conditions outlined in this open invitation.

Organisations may be invited to online interviews to clarify certain elements of their expressions of interest and/or to meet the staff proposed to work as Network advisors.

Expressions of interest, which do not or only partially meet the requirements outlined in this open invitation shall not be admitted. Only expressions of interest which comply with the requirements outlined above and which constitute an added value to the overall performance of the Network, will be admitted as International Network Partners.

The Agency reserves the right to propose other forms of non-contractual collaboration to consortia not admitted to the Network. This includes for example ad hoc cooperation for selected matchmaking events, fairs or trade missions. The European Commission and Agency shall not be held liable for any costs incurred for the preparation and submission of expressions of interest.

The result of the assessment will usually be communicated by email within 1-2 months after the submission of the expression of interest. Organisations may ask for a written summary indicating the reasons in case of a negative outcome or the suspension of their expression of interest. At a later point in time, and potentially following a period of non-contractual collaboration as outlined above, expressions of interest that were negatively assessed may be re-submitted, provided they have been substantially improved in accordance with the feedback provided by the Agency.

### 8.1. Exclusion criteria

Organisations in one of the following exclusion situations cannot participate:

- bankruptcy, winding up, affairs administered by the courts, arrangement with creditors, suspended business activities or other similar procedures;

<sup>32</sup> [https://www.eeas.europa.eu/eeas/eu-world-0\\_en](https://www.eeas.europa.eu/eeas/eu-world-0_en)

- guilty of grave professional misconduct<sup>33</sup> (including if done by persons having powers of representation, decision-making or control, beneficial owners or persons who are essential for the implementation of the project);
- guilty of fraud, corruption, links to a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking (including if done by persons having powers of representation, decision-making or control, beneficial owners or persons who are essential for the implementation of the project); or
- any other situation provided for in Article 136 of the EU Financial Regulation<sup>34</sup>.

### 8.2. Signature of the Cooperation Agreement

Organisations whose expressions of interest was assessed positively will be invited to sign a Cooperation Agreement with the Agency (see 'model cooperation agreement' below). This agreement will set the conditions for their participation in the Network as International Network Partner.

Importantly, all organisations part of the consortium are required to thoroughly review the conditions stipulated in the model Cooperation Agreement. Each organisation must verify compliance can be ensured through their respective legal departments before expressing interest to join the Network. The Cooperation Agreement cannot be adapted to specific requests from organisations upon successful assessment of their expression of interest.

A data transfer agreement to be annexed to the Cooperation Agreement may be required depending on the country of establishment and operation of the international partner pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 and Regulation (EU) 2018/1725<sup>35</sup>.

Once the Agency has received back the signed Cooperation Agreement, it will be countersigned by the responsible authorising officer. A copy of the agreement will then be sent to the INP project coordinator.

### 8.3. Starting date and duration

The starting date and duration will be indicated in the Cooperation Agreement. The maximum duration of the agreement will be 42 months, **from 1 July 2025 until 31 December 2028**. All Cooperation Agreements will end on 31 December 2028, regardless of their date of entry into force.

### 8.4. Ethics & security

Organisations must **comply with**:

- Ethical principles<sup>36</sup>; and
- Applicable EU, international and national law.

and may **not**:

- Have a military focus.

Organisations based in countries or territories currently in the state of war that would render an active participation in Network activities impossible cannot submit expressions of interest.

## 9. DATA PROTECTION

### 9.1 Processing of personal data by the Agency

Any personal data related to the expression of interest, and if applicable to the subsequent monitoring and management of the agreement, will be processed in accordance with Regulation (EU) 2018/1725<sup>37</sup> under the responsibility of the EISMEA Head of Unit I-02 SMP/COSME acting as the data controller and for the purposes set out in the data protection notice<sup>38</sup> without prejudice to the possibility of transferring the data to the bodies responsible for inspection and audit in accordance with EU legislation.

The partners must inform their staff about this processing and give their approval to be signed up to the Network's communication and IT tools and to receive email alerts on contractual and operational issues related to the implementation of the Network project.

### 9.2 Processing of personal data by the partners

The partners must process personal data related to the expression of interest, and if applicable to the subsequent implementation of the agreement, under their responsibility as data controller in compliance with the applicable EU, international and national law on data protection (in particular, Regulation (EU) 2018/1725 and Regulation (EU) 2016/679<sup>39</sup>). Further conditions are outlined in the Cooperation Agreement.

## 10. Additional information and point of contact

Organisations may contact the Agency for questions related to the submission and preparation of the expression of interest. Any questions should be sent to the following email address:

[EISMEA-EEN-INTER@ec.europa.eu](mailto:EISMEA-EEN-INTER@ec.europa.eu)

Questions may be anonymised and published as frequently asked questions on EISMEA's website. The Agency plans to host an online info-session. The exact date and any further information will be published on the Agency's website as soon as available. Once the info-session has taken place, the Agency will make the recording available on their public website.

## APPENDIX – DESCRIPTION OF CLIENT CENTRIC APPROACH AND CLIENT JOURNEY INTERACTIONS

### The Network's client-centric approach

The Network is built on a client-centric approach. This means designing services from the client's perspective, with a focal point identifying the needs and ensuring close follow-up with the client. This approach aims at creating strong relationships with Network clients and generating concrete impact for businesses.

The different levels of interaction with Network clients are categorised as follows:

<sup>33</sup> Professional misconduct includes violation of ethical standards of the profession, wrongful conduct with impact on professional credibility, false declarations/misrepresentation of information, participation in a cartel or other agreement distorting competition, violation of IPR, attempting to influence decision-making processes or obtain confidential information from public authorities to gain advantage.

<sup>34</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012.

<sup>35</sup> Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council (OJ L 199, 7.6.2021, p. 31–61) mainly for non-EU countries not covered by a Commission Adequacy Decision.

<sup>36</sup> International Network Partners must ensure that the activities and services proposed do not: aim at human cloning for reproductive purposes; intend to modify the genetic heritage of human beings which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed); or intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

<sup>37</sup> OJ L 295, 21.11.2018, p. 39–98.

<sup>38</sup> <https://eisMEA.ec.europa.eu/system/files/2021-04/EISMEA-DPN-calls.pdf>

<sup>39</sup> OJ L 119, 4.5.2016, p. 1).

- **First level services** (usually basic in nature) give direct and straightforward solutions to a company's problem, so that the company does not need further assistance on the specific query.

Often short-term in nature, first level services tend to be standardised; they are not specifically customised and provide off-the-shelf solutions to companies. They are usually, but not necessarily, delivered as one-to-many services.

Examples include simple direct answers to clients by providing up-to-date information to queries, e.g., via referral to existing websites, other stakeholders, frequently asked questions (FAQs), information events, webinars, etc. without any requirement for further analysis of the client's need.

- **Second level services** (usually advanced in nature) support clients facing more complex issues or barriers and help them prepare or implement medium- and longer-term business plans. Second level services are provided when a company's problem or request cannot be attained with off-the-shelf or standardised answers. They are, by definition, tailored to the specific needs of the company and should be linked appropriately with relevant first level services as well as with services provided by other Network partners via the hub and spoke model.

Second level services require an elaborate analysis to address the client's needs in the short- and medium- to longer term, as part of a client journey. They are often more technical and specialised and require higher level of competences from Network advisors. Consultation among Network advisors, e.g., via Sector Groups, can in many cases be necessary.

Second level Network services focus on **partnering and advisory support**. They lead to achievements considered as important milestones in the Network client journey:

- **Partnering services:** all types of international brokerage and matchmaking services and events aiming to generate sustainable growth for companies through international business and technology cooperation. In the Network client journey, they lead to **Partnering Achievements (PAs)**.
- **Advisory services:** all types of services aiming at increasing companies' sustainable growth, competitiveness or resilience in an international scope, including capacity building services aiming at increasing Network clients' knowledge, capacity for innovation and adaptability to new economic conditions. In the Network client journey, they lead to **Advisory Achievements (AAs)**.

Not all partners in a consortium need to possess the entire range of competencies required to meet a particular Network client's needs. Where expertise or special knowledge is missing to address a specific Network client need, other Network partners can be called on to contribute.

Network services are expected to generate measurable impact for businesses, e.g. expressed in increased market share, turnover, optimised costs or realised savings in international activities, improved quality of products, services or processes or product or service innovation.

### Hub and spoke model

The Network's greatest strength lies in the collective knowledge and expertise of all Network partners. To put this to the best possible use for Network clients, all Network consortia are expected to play an active part in the Network's hub-and-spoke model.

In the hub-and-spoke model, different entities (Network partners and external stakeholders),

each remaining individually managed and accountable under their contracts, pool their assets together contributing to one central goal: providing high-end customised services to a Network client. All Network partners should have this same objective and work with each other and external stakeholders in the same way.

This working method implies that while there is one 'lead' Network partner for each client in the client journey (the "hub"), individual services which do not fall into the hub's key competence will always be provided by the Network partner or external stakeholders who is best suited and best placed to deliver high quality support to the client (the "spoke").

Within their role of Network hubs, Network partners provide tailor-made advisory and partnering services and pull together the complementary services of the spokes, i.e. partners of the same consortium, partners from other consortia in the same country, partners from other countries, or external stakeholders.

This means that Network partners will be acting as spokes for companies who are in a client journey of a different Network partner, and companies who are not based in their region or country. In line with the common principles of the Network this support will remain free of charge when offered by Network partners.

All Network partners should plan resources for the provision of services to SMEs as a "spoke", which may mean that the client company is located in a different region or country than the Network partner. Such support activities are recognised as contribution to the quality of the Network's services and are reflected in the key performance indicators.

### Network client journey

The relationships and interactions between Network partners and their clients are reflected in the client journey. The Network client journey is the company's growth path realised with the help of the Network services. The Network client journey is the complete experience companies go through when interacting with the Network, i.e., a sum of all services, achievements and touchpoints between the Network and a company.

These services shall be mostly tailor-made and adapted to the actual Network client's needs. Action plans should determine and document the concrete actors involved, including identification of the hub and the spokes, timing and steps addressing the needs, as well as the desired targets.

Network advisors must ensure recording and tracking of the activities with their Network clients in the Network IT platform to ensure continuous analysis and improvement of growth or innovation strategies. The different stages of the Network client journey are as follows:

#### 1. Client Needs assessment

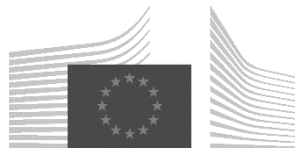
The initial step in the Network client journey is to assess the main characteristics and the needs of the company as well as the ability and capacity of the Network to respond to these needs. If the company does not meet the requirements to be served by the Network (e.g. due to lacking capacity of the company to engage in international activity), the Network partner must signpost the company to a stakeholder outside the Network who could better address the client's needs.

In case the company qualifies for support, the Network partner must identify the main contact point to interact with the client (the hub). This will be the case manager for this Network client. All interactions with the Network client will be followed in the Network

<p>2. Action Plan</p>	<p>IT platform. The needs assessment must be regularly reviewed to reflect the Network client's changing capacity, dynamics or ambitions and any changes in external factors.</p> <p>The action plan describes, starting from the needs assessment, the concrete actions of the hub and all the foreseen touchpoints (interactions) between the Network client and the spokes to respond to the identified needs. It contains information on the actors and the objectives and sets deadlines for completion of the services. The Network client's engagement in the process needs to be ensured.</p> <p>The action plan can be reviewed and should be regularly updated. If a new need or challenge is identified, the Network advisor must adapt the action plan. During the Network client journey, the hub or the spokes can change if deemed appropriate to provide the best support to the Network client. Since the Network client journey is about maximising quality of the service and building relationships with the client, smooth communication with Network clients at all stages is key.</p>
<p>3. Achievements</p>	<p>The successful delivery of Network services is expressed through generating Achievements. Achievements bring high impact to the Network client's business and are considered as milestones in the Network client journey. The achieved results will be measured against the objectives set in the action plan.</p>
<p>4. Impact</p>	<p>At the end of the Network client journey, the Network advisor shall carry out an impact assessment in order to determine the effect of the services provided to the Network client.</p>

**APPENDIX – MODEL COOPERATION AGREEMENT**

Disclaimer: This appendix sets out the conditions that may apply to the Cooperation Agreement. It is provided solely for informational purposes. The legally binding agreement will be that which is signed by the parties.



EUROPEAN INNOVATION COUNCIL AND SMES  
EXECUTIVE AGENCY (EISMEA)

**COOPERATION AGREEMENT UNDER  
ARTICLE 9(3)(a) (SMP<sup>40</sup>)**

**Open invitation to join the Enterprise Europe Network as International Network Partner**

SMP-COSME-2024-EEN-INTERNATIONAL

**(Insert project title)**  
**(Insert acronym for consortium)**  
**(Insert country)**

The European Innovation Council and SME Executive Agency ('EISMEA' or the 'Agency'), acting under powers delegated by the European Commission (the 'Commission'), and represented for the purposes of signature of this Cooperation Agreement (the 'agreement') by **Natalia Martínez Páramo, Head of Unit**, or the duly authorised representative,

of the one part,

and

**(Insert full official name) (ACRONYM)**  
**(Insert official legal form)**  
**(Insert official address in full)**

hereinafter called the 'co-ordinator', represented for the purposes of signature of the agreement by **(Insert name, forename and function)**

and the following 'co-partners':

**(Insert full official name) (ACRONYM)**  
**(Insert official legal form)**  
**(Insert official address in full)**

represented for the purposes of signature of the agreement by **(Insert name, forename and function)**

**(Insert full official name) (ACRONYM)**  
**(Insert official legal form)**  
**(Insert official address in full)**

represented for the purposes of signature of the agreement by **(Insert name, forename and function)**

**(Idem for each co-partner)**

collectively referred to as the 'partners', and each individually identified as 'partner' for purposes of the agreement where a provision applies without distinction to the co-ordinator or

<sup>40</sup> The Programme for single market, competitiveness of enterprises, including small and medium-sized enterprises, and European statistics – see Regulation (EU) No 2021/690 of the European Parliament and the Council of 28 April 2021 (Official Journal of the European Union, OJ L 153, 3.5.2021, p. 1–47).



a co-partner<sup>41</sup>

of the other part,

HAVE AGREED

To an action entitled **(Insert acronym for consortium)** to be carried out in the framework of the agreement established between the parties according to the following provisions.

To the **Recitals**, the **Special Conditions**, the **General Conditions** and the **Annex** which form integral parts of the agreement.

The **Recitals** sets out the context of the agreement established between the parties in the field of services in support of business and innovation.

The **Special Conditions** and the **General Conditions** indicate the subject and duration of the agreement and the operational arrangements for the agreement.

The following document is annexed to the agreement:

#### **Annex - Description of implementation of activities and services**

The terms of the Special Conditions, of which the Recitals forms an integral part, shall take precedence over those in the other parts of the agreement. The terms of the General Conditions shall take precedence over those in the Annex.

By signing the agreement, the parties accept its terms.

#### **RECITALS**

**Whereas** the Enterprise Europe Network (the 'Network') is an important instrument of the Commission to support small and medium-sized enterprises (SMEs) and startups to grow and innovate internationally;

**Whereas** the Network shall stimulate the innovation capacity of SMEs and startups through technology transfer and international research collaboration;

**Whereas** the Agency is responsible for implementing part of the Regulation (EU) No 2021/690 of the European Parliament and of the Council of 28 April 2021 establishing a programme for the internal market, competitiveness of enterprises, including small and medium-sized enterprises, the area of plants, animals, food and feed, and European statistics (Single Market Programme) and repealing Regulations (EU) No 99/2013, (EU) No 1287/2013, (EU) No 254/2014 and (EU) No 652/2014 (the 'SMP Regulation');

**Whereas** pursuant to Article 9(3)(a) of the SMP Regulation, entities established in a third country which is not associated with the SMP (the 'International Network Partners') may participate in specific actions to support the Network. International Network Partners shall not be entitled to receive EU financial contributions. The Agency shall support International Network Partners by making available to them the appropriate coordination and operational support.

**Whereas** it is the aim of the agreement to encourage the provision of services to support cross-border business cooperation, technology transfer and research collaboration;

**Whereas** the agreement aims at setting up relationships of cooperation on the basis of mutual benefit between SMEs and startups based in Europe and other international markets;

**Whereas** the development of Network services and access to the Network IT tools shall also fall within the scope of the agreement;

**Whereas** partners should provide services to the highest quality and to their best endeavours;

**Whereas** organisations in countries not participating in the SMP will be invited to propose the establishment of a Network consortium on a self-financing basis.

#### **I - SPECIAL CONDITIONS**

##### **ARTICLE I.1 - SUBJECT**

1.1.1 The agreement sets the terms and conditions which shall apply to the action entitled **(Insert acronym for consortium)** (the "action") and which are hereby taken note of and agreed to by the partners. The action shall be pursued through the implementation of the different activities and services described in the Annex.

1.1.2 All activities and services planned in the Annex need to target the European Union ('EU') Single Market and/or associated countries participating in the SMP under Article 5 of the SMP Regulation<sup>42</sup>. Activities such as matchmaking events or trade missions targeting third countries equally participating in the SMP under Article 9(3)(a) are not covered by this agreement.

##### **ARTICLE I.2 - DURATION**

1.2.1 The agreement shall enter into force on the date when the last of the two parties signs.

1.2.2 The duration of the action shall be **42 months** from **1 July 2025** (the 'starting date of the action') ending not later than **31 December 2028** (the 'end date of the action').

##### **ARTICLE I.3 – ROLE OF THE PARTNERS**

1.3.1 The partners:

- a) Shall have full responsibility for ensuring that their respective contribution to the action is implemented in accordance with the agreement.
- b) Shall agree upon appropriate arrangements between themselves for the proper implementation of the action through the conclusion of a separate internal agreement regarding their operation and co-ordination. This internal agreement shall include all provisions necessary for the management of the partners and the implementation of the action.
- c) Shall support the integration of new or additional partners to the consortium upon

<sup>41</sup> Each participating co-partner should sign the agreement on the last page.

<sup>42</sup> [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/smp/guidance/list-3rd-country-participation\\_smp\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/smp/guidance/list-3rd-country-participation_smp_en.pdf)

recommendation by the Agency or upon invitation by the partners themselves.

- d) May identify further local business support organisations and/or stakeholders in the country associated to the contractual partners (the 'wider consortium') with which the partners cooperate to better cover all regions of the country or to improve the service delivery.

Organisations part of the wider consortium *i)* are not contractual partners of the Network; *ii)* do not have access to the Network IT tools; and *iii)* are not eligible for direct operational support from the Agency.

It is recommended for partners to sign a separate formal agreement with the wider consortium specifying the exact terms of the cooperation and what contribution these organisations shall make to the implementation of the action. The Agency should be informed about the activities and services rendered by the wider consortium.

#### I.3.2 The co-ordinator shall:

- a) Be the main intermediary for communication between the co-partners and the Agency in accordance with Article I.10. Any claims that the Agency might have in respect of the agreement shall be discussed with involvement of the co-ordinator, save where specifically stated otherwise in the agreement;
- b) Be responsible for supplying all documents and information to the Agency which may be required under the agreement. The co-ordinator shall not delegate any part of this task to the co-partners<sup>43</sup> or to any other party. Where information from the co-partners is required, the co-ordinator shall be responsible for obtaining and verifying this information and for passing it on to the Agency;
- c) If required by the Annex, establish a wider consortium with further organisations associated to the contractual partners. The co-ordinator is expected to keep the wider consortium informed and ensure their participation or contribution to Network activities and services;
- d) Inform the co-partners of any event of which the co-ordinator is aware that is liable to affect substantially the implementation of the action.

#### I.3.3 The co-partners<sup>44</sup> shall:

- a) Forward to the co-ordinator the information needed to draw up reports and other documents provided for in the agreement;
- b) Ensure that all information to be provided to the Agency, in accordance with the agreement, is validated by the co-ordinator, save where the agreement specifically stipulates otherwise;
- c) Inform the co-ordinator immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware.

#### I.3.4 The Agency shall:

- a) Animate and provide partners with technical assistance to implement the activities and services described in the Annex;
- b) Provide communication tools and contribute towards their visibility;
- c) Provide access to the Network intranet, databases and other online tools;
- d) Offer technical support for the effective use of the Network IT tools;
- e) Invite the partners, at their own expense, to participate in trainings, webinars, annual conferences as well as sector and thematic group meetings.

### ARTICLE I.4 – OBJECTIVE OF THE ACTION AND SCOPE OF ACTIVITIES

I.4.1 The Network is expected to play a crucial role in helping businesses to innovate and to enter new markets. The main objective of the partners will be to establish commercial, technological and research related partnerships between European SMEs/startups and companies in their countries.

I.4.2 In order to achieve the above objectives, the partners will provide advisory and partnering services to facilitate cross-border business cooperation, technology transfer and research collaboration. The partners therefore shall:

- a) Help SMEs and startups to benefit from opportunities and overcome barriers doing business within the EU Single Market and other international markets;
- b) Support businesses to exploit preferential terms related to Free Trade Agreements (FTAs) signed by the EU with other major trade blocks and countries;
- c) Ensure a client-centric approach by working together to support SMEs and startups to innovate, license or access new technologies and/or find business partners in the EU Single Market and beyond;
- d) Ensure high levels of visibility at local, regional, national and international level to make the Network a natural first port of call for SMEs and startups with high innovation and internationalisation potential;
- e) Provide support for learning and skills development and capacity building for SMEs and startups.

The partners may only provide Network services to companies registered within the internationally recognised borders of the country they cover<sup>45</sup>. All Network services and activities related to the given country must take place within these internationally recognised borders.

### ARTICLE I.5 – FINANCIAL AND HUMAN RESOURCES REQUIRED FOR NETWORK ACTIVITIES

<sup>43</sup> Where applicable when co-partners form part of the consortium.  
<sup>44</sup> Where applicable when co-partners form part of the consortium.

<sup>45</sup> See also Guidelines on the eligibility of Israeli entities and their activities in the territories occupied by Israel since June 1967 for grants, prizes and financial instruments funded by the EU from 2014 onwards: [https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C\\_.2013.205.01.0009.01.ENG](https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C_.2013.205.01.0009.01.ENG)

Pursuant to Article 9(3)(a) of the SMP Regulation, entities referred to in the first subparagraph therein shall not be entitled to receive financial contributions from the Agency. The partners themselves must secure the required financial and human resources to implement the activities and services described in the Annex.

With the signature of the agreement, the partners assure to have the necessary funding to implement these activities and services from their organisations' own budget. Partners may also seek funding from regional and/or national governmental budgetary authorities sponsoring Network activities.

To ensure sufficient human resources to successfully implement Network activities, each partner in the consortium shall:

- a) assign an adequate number of staff acting as official contact persons for the Network and the Agency. The contact details of staff has to be visible in the Network directory;
- b) ensure staff assigned to the Network have the required qualifications to fulfil their tasks to high quality standards;
- c) Build up the capacity of staff by participating in Network trainings, workshops, webinars, staff exchanges and mentoring schemes to better support businesses in the innovation process;
- d) make available additional staff in peak periods, e.g. for the organisation of matchmaking events, trade missions and/or any other events organised by the Network.

#### ARTICLE I.6 – ANNUAL REPORTING AND CONSULTATION

- I.6.1 The action is divided into yearly reporting periods.
- I.6.2 The partners shall reach the annual performance targets set in the Annex.
- I.6.3 Data on the performance of the partners is visible on the Network IT tools. However, if requested by the Agency, the partners shall submit additional reports. These reports must be submitted in a timely manner and in accordance with the guidelines provided by the Agency.  
  
The partners will receive annual feedback as to whether the Agency judges the activities carried out to be in line with the description of the implementation of the different activities and services in the Annex.. Those partners not submitting reports do not fulfil the obligations incumbent on them under the terms of the agreement.
- I.6.4 The comparison of the report with the agreed targets shall be the basis for the assessment of the performance and whether partners have fulfilled their contractual obligations. Partners, who in two consecutive years fail to reach the agreed targets, or perform considerably below Network averages, are considered not fulfilling the obligations incumbent on them under the terms of this agreement.
- I.6.5 Should the Agency identify specific quality and/or performance issues, the partners shall agree to participate in the Network's mentoring scheme and to collaborate with the Agency and European Network Partners. This collaboration is intended to

improve the quality of their services and to generate more concrete results for SMEs and startups.

#### ARTICLE I.7 – USE OF THE VISUAL IDENTITY OF THE NETWORK

- I.7.1 The Network's visual identity and its characteristic logo are the property of the Agency. The Agency shall allow the partners to use it free of charge for the term of this agreement. Partners commit themselves to follow the instructions and guidance notes published by the Agency.
- I.7.2 The coordinator shall ensure that the partners use the logo for all Network activities. Promotion and information products bearing the Network logo must only contain information which is useful to SMEs and startups, and meet the objectives of this agreement.
- I.7.3 The partners must not permit the use of the Network's visual identity and its characteristic logo to other organisations not part of this agreement without prior authorisation of the Agency. This includes also the wider consortium. The partners shall inform the Agency without delay of any improper use of the logo by third parties in their countries.
- I.7.4 The partners may use the Network's visual identity and logo only as of and as long as this agreement with the Agency is in force.
- I.7.5 The partners shall not use the official logo of the European Union, European Commission and other European institutions in their promotional materials, websites or social media accounts.

#### ARTICLE I.8 - GENERAL ADMINISTRATIVE PROVISIONS

- I.8.1. Any communication in connection with the agreement shall be in writing, and shall be sent to the following addresses:

For the Agency:

**European Innovation Council and SMEs Executive Agency (EISMEA)**  
**Natalia Martínez Páramo, EISMEA Head of Unit I.02**  
**SB34 03/DCS**  
**B-1049 Brussels**  
**Belgium**

Ordinary mail and emails shall be considered to have been received by the Agency on the date on which it is formally registered by the Agency unit responsible referred to above.

For the co-ordinator:

**Mr/Ms (insert name)**  
**(Insert function)**  
**(Insert official denomination)**  
**(Insert full official address)**

- I.8.2 Any communication from the Agency to the partners and vice versa should be made via the co-ordinator, save where specifically indicated otherwise in the

agreement. This does not exclude direct contacts between the Agency and co-partners. In case of such direct contacts, the co-ordinator should always be informed and/or kept in copy.

## ARTICLE I.9 - LAW APPLICABLE AND COMPETENT COURT

The agreement is governed by the EU law applicable and, on a subsidiary basis, by the law of Belgium.

If a dispute concerns the interpretation, application or validity of the agreement, the Parties must bring action before the EU General Court — or, on appeal, the EU Court of Justice — under Article 272 of the Treaty on the Functioning of the EU (TFEU).

Where the partner is legally established in a country other than a Member State of the EU (the 'non EU partner'), the parties may bring any dispute concerning the interpretation, application or validity of the agreement, if such dispute cannot be settled amicably, before the Belgian Courts — unless an association agreement to the EU programme provides for the enforceability of EU court judgements under Article 272 TFEU.

If one party has brought such proceedings before the Belgian Courts, the other party may not bring a claim arising from the interpretation, application or validity of the agreement before any other court than the Belgian Court already seized.

Alternatively, a dispute concerning the interpretation, application or validity of the Agreement, may, — in the absence of an amicable settlement — in agreement by both parties be settled in accordance with the rules for arbitration<sup>46</sup> published on the Funding and Tenders Portal of the European Commission.

In any case, if a dispute concerns administrative sanctions, offsetting or an enforceable decision under Article 299 TFEU, the parties must bring action before the General Court — or, on appeal, the Court of Justice — under Article 263 TFEU.

## ARTICLE I.10 – DATA PROTECTION

### I.10.1 Processing of personal data by the Agency

Any personal data related to the monitoring and management of the agreement will be processed in accordance with Regulation (EU) 2018/1725<sup>47</sup> under the responsibility of the EISMEA Head of Unit I-02 SMP/COSME acting as the data controller and for the purposes set out in the data protection notice<sup>48</sup> without prejudice to the possibility of transferring the data to the bodies responsible for inspection and audit in accordance with EU legislation.

The partners inform their staff about this processing and give their approval to be signed up to the Network's communication and IT tools and to receive email alerts on contractual and operational issues related to the implementation of the Network project.

### I.10.2 Processing of personal data by the partners

The partners must process personal data related to the implementation of this agreement under their responsibility as data controller in compliance with the applicable EU, international and national law on data protection (in particular, Regulation (EU) 2018/1725 and Regulation

(EU) 2016/679<sup>49</sup>). To this end, they must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purpose;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed; and
- processed in a manner that ensures appropriate security of the data;
- limit international transfers and further transfers to countries not ensuring adequate safeguard of protection.
- In case of a personal data breach which may affect in particular the personal data of the Network's communication and IT tools, partners shall promptly take the appropriate technical and organisational measures to stop the breach and without undue delay inform the Agency at the latest within 48 consecutive hours.
- In case of a data subject request in particular related to personal data of the Network's communication and IT tools, partners shall reply to the data subject without undue delay and without undue delay inform the Agency and keep record of such requests, in line with Regulation (EU) 2018/1725.
- Partners should appoint a point of contact for data protection matters.

The partners may grant their Network staff access only to data that is strictly necessary for implementation, management and monitoring of this agreement. The partners must ensure that the staff is under a confidentiality obligation and informed about the data protection requirements.

The partners must inform the person whose personal data are collected and processed for the implementation of this agreement either by the partners themselves or by the Agency. For this purpose, they must provide them a data protection notice (on the basis of the Agency's one)<sup>50</sup> with all relevant information, before collecting and transmitting their data to the Agency. This applies the same way for personal data of staff, clients, partners, contractors or other persons.

An additional data transfer agreement may be required depending on the country of establishment and operation of the international partner pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 and Regulation (EU) 2018/1725<sup>51</sup>.

## ARTICLE I.11 – EQUALITY OF CONDITIONS

European and International Network Partners engage if both sides have Network clients keen on finding business partners in their respective markets. All Network partners must cooperate and offer free of charge Network services to each other and/or their Network clients.

However, International Network Partners may decide to charge fees for services to their own

<sup>46</sup> [https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/rules-for-arbitration\\_en.pdf](https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/guidance/rules-for-arbitration_en.pdf)

<sup>47</sup> OJ L 295, 21.11.2018, p. 39–98.

<sup>48</sup> <https://eismea.ec.europa.eu/system/files/2021-04/EISMEA-DPN-calls.pdf>

<sup>49</sup> OJ L 119, 4.5.2016, p. 1).

<sup>50</sup> <https://eismea.ec.europa.eu/system/files/2021-04/EISMEA-DPN-calls.pdf>

<sup>51</sup> Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (OJ L 199, 7.6.2021, p. 31–61).

local Network clients. Only in duly justified cases may International Network Partners levy moderate registration fees on clients of European Network Partners ,e.g. for exclusive matchmaking events taking place at major international fairs in their countries. International Network Partners charging fees to Network clients of European Network Partners will be considered not to fulfil the obligations incumbent on them under the terms of this agreement.

The Network remains a 'Eurocentric' SME and startup support platform. International Network Partners must target their activities and services towards the EU Single Market and/or countries associated to the SMP under Article 5 SMP Regulation. This agreement shall not cover use of the Network IT tools for supporting Network clients of International Network Partners to enter any other international market.

## **II-GENERAL CONDITIONS**

### **ARTICLE II.1 – UNDERTAKINGS BY THE PARTNERS**

By signing the agreement, the partners undertake to:

- Respect the common general objectives, as referred to in the Recitals;
- Fulfil the obligations stipulated in the agreement and under the Annex;
- Do everything in their power to realise the common general objectives outlined in the agreement;
- Regularly communicate to the Agency information in its possession pertaining to matters of common interest falling within the scope of the agreement.

### **ARTICLE II.2 – LIABILITY**

- II.2.1 The partners shall have sole responsibility for complying with any legal obligation incumbent on them.
- II.2.2 The Commission or the Agency shall not, in any circumstances or on any grounds, be held liable in the event of a claim under this agreement relating to any damage caused during the execution of the action. Consequently, the Commission and the Agency will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.2.3 Except in cases of force majeure, the partners shall make good any damage sustained by the Agency as a result of the execution or faulty execution of the action.
- II.2.4 The partners shall assume sole liability towards third parties, including for damage of any kind sustained by them while the action is being carried out.

### **ARTICLE II.3 – CONFLICTS OF INTEREST**

The partners take all necessary measures to prevent any risk of conflict of interest which could affect the impartial and objective performance of the agreement. Such conflict of interests could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or emotional reasons, or any other common interests.

Any situation constituting or likely to lead to a conflict of interest during the implementation of the agreement must be brought to the attention of the Agency, in writing, without delay. The partners shall undertake to take whatever steps are necessary to rectify this situation without delay. The Agency may request information on which measures have been taken with a view to ensuring that the measures taken are appropriate. The Agency reserves the right to instruct the partner to take additional measures, and a timeframe for doing so, if it deems it necessary.

### **ARTICLE II.4 – OWNERSHIP/USE OF THE RESULTS**

- II.4.1 Unless stipulated otherwise, ownership of the results of the action, including industrial and intellectual property rights, and of the reports and other documents relating to it shall be vested in the partners.
- II.4.2 Without prejudice to the paragraph above, the partners grant the Agency the right to make free use of the results of the action as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

### **ARTICLE II.5 – CONFIDENTIALITY**

- II.5.1 The Agency and the partners undertake to preserve the confidentiality of any document, information or any other material, in any format, disclosed in writing or orally, directly related to the subject of the agreement that is duly classed as confidential.
- II.5.2 The Agency and the partners must:
- a) not use confidential information or documents for any purpose other than to perform its obligations under the agreement without the prior written agreement of the other party;
  - b) ensure the protection of such confidential information or documents with the same level of protection as its own confidential information and in any case with due diligence;
  - c) not disclose, directly or indirectly, confidential information or documents to third parties without the prior written agreement of the other party.
- II.5.3 The confidentiality obligations set out in this Article are binding on the Agency and the partners during the performance of the agreement and for as long as the information or documents remain confidential unless:
- a) the disclosing party agrees to release the receiving party from the confidentiality obligation earlier;
  - b) the confidential information or documents become public through other means than a breach of the confidentiality obligation;
  - c) the applicable law requires the disclosure of the confidential information or documents.
- II.5.4 The partners must obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the agreement, a commitment that they will comply with this Article. At the request of the Agency, the partners must provide a document providing evidence of this commitment.



- II.5.5 The Agency may disclose sensitive information to its staff and to other EU institutions and bodies. It may moreover disclose sensitive information to third parties, if:
- a) this is necessary to implement the Agreement or safeguard the EU financial interests; and
  - b) the recipients of the information are bound by an obligation of confidentiality.

#### **ARTICLE II.6 – PUBLICITY**

- II.6.1 Any communication or publication by the partners, in any form and medium, shall indicate that sole responsibility lies with the author and that the Agency is not responsible for any use that may be made of the information contained therein.
- II.6.2 The partners authorise the Agency to publish the following information in any form and medium, including via the Internet:
- a) The partners' name and address;
  - b) The subject and purpose of the agreement;
  - c) The good practices and success stories achieved;
  - d) The main general performance indicators such as the number of advisory and partnering achievements generated;
  - e) The names and contact details (email addresses) of the assigned staff to work on the Network.

Upon a reasoned and duly substantiated request by the partners, the Agency may agree to forgo such publicity if disclosure of the information indicated above would risk compromising the partner's security or prejudicing his commercial interests.

#### **ARTICLE II.7 – EVALUATION**

Whenever the Agency carries out an evaluation of the action's impact measured against the objectives of the SMP, the co-ordinator, with the support of the co-partners, undertakes to make available to the Agency and/or persons authorised by it all such documents or information as will allow the evaluation to be successfully completed.

#### **ARTICLE II.8 – SUSPENSION**

- II.8.1 The partners may suspend the implementation of the action if exceptional circumstances make it impossible or excessively difficult, notably in the event of force majeure. They shall inform the Agency without delay, giving all the necessary reasons and details and the foreseeable date of resumption.

If the Agency does not terminate the agreement under Article II.11.3, the partners shall resume implementation once circumstances so allow and inform the Agency accordingly.

- II.8.3 The Agency reserves the right to suspend the implementation of the action any time

in accordance with the political priorities and founding values of the European Union.

Following the period of suspension, the Agency reserves the right to terminate the grant agreement in application of Article II.11 or to resume the action should the exceptional circumstance no longer apply.

#### **ARTICLE II.9 – FORCE MAJEURE**

- II.9.1 Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the agreement, is not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as force majeure by the defaulting party.
- II.9.2 A party faced with force majeure shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.
- II.9.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.
- II.9.4 Actions under way which are subject to force majeure may be suspended in accordance with Article II.8.

#### **ARTICLE II.10 – ASSIGNMENT**

Claims against the Agency may not be transferred.

In exceptional circumstances, the Agency may authorise the assignment of the agreement to a third party following a reasoned written request from the partners, submitted by the coordinator. In such scenario, the Agency must make its agreement known in writing before the proposed assignment takes place. In the absence of the above authorisation, or in the event of failure to observe the terms thereof, the assignment shall not be enforceable against and shall have no effect on the Agency.

In no circumstances shall such an assignment release the partners from their obligations to the Agency.

#### **ARTICLE II.11 – TERMINATION**

##### **II.11.1 Termination by the co-ordinator**

In duly justified cases, the co-ordinator, in agreement with the co-partners, may terminate the agreement at any time by giving 30 calendar days' written notice. Where they avail themselves of that right, they must undertake to complete the implementation of any cooperation agreement which has entered into force before the date when termination of the agreement takes effect.

##### **II.11.2 Termination of the participation of a partner**

In duly justified cases, a partner may terminate participation to the agreement at any time by giving 30 calendar days' written notice.

The request should be addressed to the Agency by the co-ordinator on behalf of the concerned partner. The co-ordinator shall include with any such request to the Agency the remaining partners' proposal to reallocate the tasks of the leaving partner and, where relevant, the nomination of a replacement complying with all requirements set out in the open invitation.

The termination of the participation of the partner concerned shall take effect on the date of the Agency's approval. A written amendment to the cooperation agreement shall be concluded between both the Agency and the partners to adapt the action to the new implementing conditions resulting from the partial termination.

### **II.11.3 Termination by the Agency**

The Agency may decide to terminate the cooperation agreement or the participation of a partner to the agreement in the process of being implemented, without any indemnity on its part, in the following circumstances:

- a) In the event of a legal, financial, technical, organisational or auditing change in the partners' or partner's situation that is liable to substantially affect the agreement;
- b) If one or several partners fail to fulfil one or more obligations incumbent on them under the terms of this agreement, including its Recitals and the Annex;
- c) In the event of force majeure, notified in accordance with Article II.9, or if the action has been suspended as a result of exceptional circumstances, notified in accordance with Article II.8;
- d) If one or several partners are declared bankrupt, being wound up or is the subject of any other similar proceedings;
- e) If one or several partners are found guilty of an offence involving his professional conduct by a judgment having the force of *res judicata* or if it or they are guilty of grave professional misconduct proven by any justified means;
- f) If one or several partners are guilty of misrepresentation or submit reports inconsistent with reality;
- g) In the event of any situation listed under Article II.8.3.

### **II.11.4 Termination procedure**

The procedure is initiated by registered letter with advice of delivery or equivalent. The co-ordinator shall ensure that all partners are duly informed.

The Agency shall first submit an initiation letter of the termination procedure to the co-ordinator and shall allow the partners to submit observations within 30 days.

Following the receipt of the reasons given by the partners, or in case that no statement of reasons has been received following a reminder, the Agency may terminate the agreement

with a short notice.

### **II.11.5 Automatic termination of the agreement upon entry into force of a SMP specific agreement with third countries**

If a national government of a given country signs a specific agreement with the Commission to be associated to the SMP under Article 5 SMP Regulation, entities from such country become eligible to apply to a call for proposals to receive EU funding for providing Network services within its territory upon entry into force of the association agreement.

The partners will be invited to participate in a competitive call for proposals. The application in the call for proposals may lead to the signature of a grant agreement with the successful applicant(s) selected by the evaluation committee. This agreement will then expire as soon as the grant agreement with the selected applicant(s) enters into force. Should the partners not participate in the call or the application does not lead to the signature of a grant agreement, this agreement will expire upon entry into force of the association agreement.

## **ARTICLE II.12 – SUPPLEMENTARY AGREEMENTS**

- II.12.1 Any amendment to the agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.
- II.12.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision admitting the partners to the Network or which might result in unequal treatment between partners.
- II.12.3 If the request for amendment is made by the co-ordinator, in agreement with the co-partners, it must send it to the Agency in good time before it is due to take effect.

**[Enclosure if required: Data Transfer Agreement between separate controllers pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 and Regulation (EU) 2018/1725]**

### **SIGNATURES**

For the Agency  
Ms Natalia Martínez Páramo,  
EISMEA Head of Unit I.02

For the co-ordinator and co-partners  
**Insert name(s) of org./acronym**  
**Insert name(s), forename(s), function(s)**

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