



PATHFINDER CHALLENGES 2021

CHALLENGE GUIDE – PART II

Applicable to the following Pathfinder Challenges

AWARENESS INSIDE

TOOLS TO MEASURE & STIMULATE ACTIVITY IN BRAIN TISSUE

EMERGING TECHNOLOGIES IN CELL & GENE THERAPY

NOVEL ROUTES TO GREEN HYDROGEN PRODUCTION

ENGINEERED LIVING MATERIALS

EIC Work Programme reference: HORIZON-EIC-2021-PATHFINDERCHALLENGES-01-03

Call deadline date: 27/10/2021

The EIC Pathfinder Challenge Guides serve as a reference for the common understanding, rules-of-play and obligations for the EIC beneficiaries that are involved in the Challenge Portfolio.

This Part II of the EIC Pathfinder Challenge Guides collects important information applicable to all Pathfinder Challenges and notably on contractual obligations, relevant extracts from the EIC work programme describing the general Pathfinder approach and evaluation criteria, and relevant Annexes to the Work Programme and to the applicable Model Grant Agreement.

This document, and any further update, can be found on the Challenge pages on the EIC Pathfinder Website https://eic.ec.europa.eu/eic-funding-opportunities/eic-pathfinder_en.

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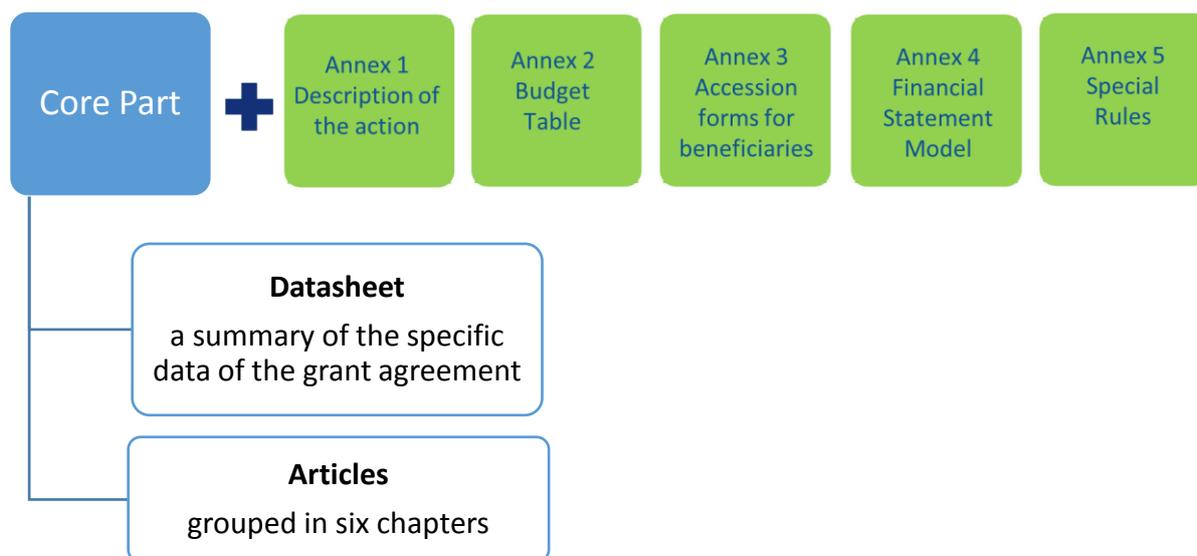
Appendix 1 - Contractual obligations

Once a proposal is selected for funding following evaluation, the applicant will be invited by the EISMEA to enter into a preparation process to conclude a Grant Agreement and become a beneficiary of the EIC financial support.



How does the grant agreement for Pathfinder actions look like?

The grant agreement for Pathfinder actions is composed of the following elements:



The grant agreement for EIC Pathfinder actions is built on:

- A Commission-wide Model Grant Agreement (so-called ‘Corporate Grant Agreement’)
- A specific Annex (Annex 5), reflecting specific provisions of the Horizon Europe programme



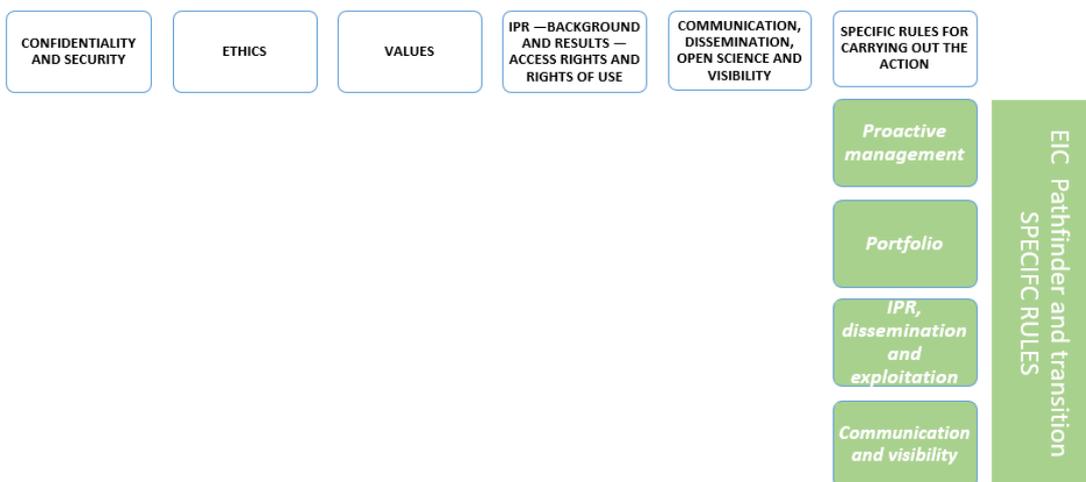
What are the specific rules for EIC Pathfinder actions and where to find them in the grant agreement?

Core Part

For EIC Challenged-based Pathfinder: There is a specific ground for suspension/termination if the action has lost its relevance as part of the **Portfolio for which it was initially selected**

**Annex 5
Special rules**

For **EIC Pathfinder** actions: **specific rules for carrying-out the action** that can be grouped around **four main ‘blocks’** (see *in green*)





What are the specific rules under each ‘block’ for EIC Pathfinder and where do they come from?

A number of ‘call conditions’ which are referred to in the contract and which are set out in [the EIC Work programme](#). In particular, these call conditions are provided in the introductory section and Annex 7 of the EIC Work programme which is applicable to Pathfinder actions.

The following table aims at providing EIC applicants with a comprehensive understanding of their future contractual framework and their specific rules applicable.

Rule	Topic & Work Programme (WP) Reference (where relevant)	Quotes from Annex 5 of the Grant agreement	Explanation and guidance
A Proactive management			
A.1	General principle See section ‘Proactive management’ in the Introduction of the EIC WP	<i>‘All EIC actions (EIC Pathfinder actions, EIC Transition actions and EIC Accelerator actions) are subject to the call conditions. They will be managed proactively by the granting authority and the EIC Programme Manager it has appointed. When implementing them, the beneficiaries must closely cooperate and follow their instructions and provide requested information and data in a timely, helpful and constructive manner. Communication between EIC Programme Managers and beneficiaries must take place via the EIC Market Place.’</i>	As established by Horizon Europe legal bases, the EIC comes with some specific features compared to other Horizon Europe activities. EIC is more than a simple addition of calls and projects. The combination of its instruments allows to provide for the whole innovation cycle, from inception to market deployment, and to “push” results up the TRL ladder, “from Lab to Fab and from Fab to Mark”. Proactive management is hence a necessity. One of its main feature is the concept of Portfolio, allowing for cross-fertilisation between actions, the emergence of new

			paradigms and ideas, the stimulation of innovation building on research results, etc. Another feature is the appointment of EIC Programme Managers, in charge of developing these Portfolios and working in close relation with Project Officers assigned to individual actions.
A.2	Progress meetings	<i>‘When implementing EIC actions, the beneficiaries acknowledge and accept that they must attend regular (normally six-monthly) progress meetings, if organised by the granting authority.’</i>	The organisation of progress meetings will apply mainly for EIC Transition and, foremost, for EIC Accelerator actions. For EIC Pathfinder actions, progress meetings may or may not take place and with a different periodicity (e.g. every year).
A.3	Quarterly reporting	<i>‘In addition, the beneficiaries must provide the granting authority with regular data and information on the implementation of the action (normally every three months), if requested by the granting authority and via the EIC Market Place.’</i>	Once the EIC A.I. Platform fully deployed (in 2022, as established for by the EIC Work programme), each action (coordinator) will be requested to provide some data on its status on a quarterly basis (every 3 months). Data will be directly input in the action’s dedicated space in the EIC A.I. Platform, via a standardised short questionnaire. Data collected will allow EIC Programme Managers to identify preliminary findings and results for dissemination via the EIC Market Place, and enhance their capacity to proactively manage Portfolios and actions
B	Portfolio		
B.1	Principles See Introduction of the EIC WP, section ‘Proactive management’	<i>‘The beneficiaries acknowledge and accept that EIC actions are part of (one or more) EIC Portfolio(s) managed by the granting authority and the EIC Programme Managers and therefore subject to the following specific portfolio-related conditions:’</i>	Each EIC action will be included into one or more portfolios: <ul style="list-style-type: none"> - Pathfinder actions selected via a Challenge based call will be included in the related Challenge Portfolio. - Other EIC actions will be allocated by EIC Programme Managers (acting collectively) into the Challenge or Thematic Portfolio that corresponds to their main objective
B.2	Rights of the granting authority	<i>‘the granting authority may:</i> <ul style="list-style-type: none"> - <i>move the action to another EIC Portfolio or add additional EIC Portfolios during the action—with 30</i> 	Where needed to enhance the impact of Portfolio or of an action, the latter may be included into additional Portfolio(s) or transferred from one to another. Beneficiaries will be

	See Introduction of the EIC WP, section 'Proactive management'	<i>days prior notice via the EIC Market Place'</i>	informed via the EIC AI platform. Costs of partaking into EIC Portfolios activities are eligible costs of the action, or may be covered by an ad hoc grant (see Rule B.6).
B.3	See Introduction of the EIC WP, section 'Proactive management'	- <i>'adjustments: change EIC Challenge Portfolio objectives and roadmap during the action and, if needed, request adjustments to the action activities, milestones or deliverables (amendment; see Article 39)'</i>	For Challenge based Portfolio, objectives and road-map set out by a Pathfinder Challenge Call may be revised and adjusted: <ul style="list-style-type: none"> - after evaluation, based on its results; - at any stages where needed, based on Portfolio achievement or change in science or technological trends. <p>The responsible EIC Programme Managers will propose such changes to the granting authority following consultation of beneficiaries of actions included into the Challenge Portfolio and other interested stakeholders. The granting authority will adopt any such changes and the Challenge Guide will be revised accordingly.</p> <p>Based on the decided change, the granting authority may propose to amend activities, milestones deliverables any action of the Portfolio to ensure overall consistency, subject to Rule B4</p>
B.4	See Introduction of the EIC WP, section 'Proactive management'	- <i>'for challenge-based EIC Pathfinder actions: suspend or terminate the action, if there is no agreement on adjustments needed to ensure relevance with the objectives or roadmap of the Challenge Portfolio for which the action has been selected (see Articles 31.2 and 32.3)'</i>	In accordance with Horizon Europe regulation and Article 31.2 32.3: <ul style="list-style-type: none"> - only for actions selected under a Challenge based call to be included into the Challenge Portfolio whose objective and roadmap were adjusted, - and where no agreement can be reached on an amendment under Rule B3 of this table, <p>The granting authority may suspend and/or terminate the Grant Agreement.</p>
B.5	Role of the	<i>'the Programme Manager may:</i>	In consultation with beneficiaries of the Portfolio, the EIC

	<p>Programme Manager</p> <p>See Introduction of the EIC WP, section 'Proactive management'</p>	<ul style="list-style-type: none"> - <i>request participation in EIC Portfolio activities (such as conferences, workshops, EIC Portfolio or networks meetings, experience and data sharing activities, and EIC Business Acceleration Service events, etc.)'</i> 	<p>Programme Manager will define and implement - or have an action or beneficiary implement dedicated activities to enhance the impact of the Portfolio.</p> <p>As for adjusted objectives and roadmap in the case of Challenge Portfolio under Rule B3, Challenge Guides will be regularly updated with the planned new activities.</p>
B.6	<p>See in the EIC WP:</p> <ul style="list-style-type: none"> - section 'Proactive management' of the introduction - Annex 6 on ad hoc grants - Section 3.5 of Annex 7 	<ul style="list-style-type: none"> - <i>'propose or accept the organisation of EIC additional Portfolio activities (for EIC Pathfinder actions: possibility of additional funding of up to EUR 50 000 to cover the related costs).'</i> 	<p>EIC Programme Managers and a beneficiary or a group of beneficiaries or an action's consortium may propose and agree on the organisation and implementation of a Portfolio activity, for which additional funding may be allocated for EIC Pathfinder actions.</p> <p>Based on this initial agreement, concerned beneficiaries will submit a proposal that will be evaluated and selected by the granting authority, in accordance with the process described under Annex 6 of the EIC Work programme. The funding will be of 100% of the costs up to a maximum of EUR 50,000.</p>
C	Intellectual Property Rights (IPR), dissemination and exploitation		
C.1	<p>Access of the EIC Community to preliminary findings and results</p> <p>See Annex 7 of the EIC WP</p>	<p><i>'The beneficiaries must comply with the additional IPR, dissemination and exploitation obligations set out in the call conditions, in particular:</i></p> <ul style="list-style-type: none">  <i>use the EIC Market Place platform to exchange information on results(including preliminary findings) and Portfolio activities, in accordance with the Terms and Conditions of that platform'</i> 	<p>This rule is developed in section 2 on "Exchange of information for the purpose of EIC portfolio Activities" of Annex 7 of the EIC work programme.</p> <p>Rules provided therein aim at fostering cross-fertilization between EIC beneficiaries based on EIC actions preliminary findings and other results, in order to nurture new Pathfinder, Transition and Accelerator actions.</p> <p>For preliminary findings and other results that are not made public, their owner will retain the full capacity to further disclose them and provide access, subject to the non-disclosure obligations provided by section 2.2.</p>
C.2	Consortium	<ul style="list-style-type: none">  <i>'clarify all intellectual property issues before the</i> 	<p>This rules is developed in section 3.1 "Plan for exploitation</p>

	<p>Agreement</p> <p>See Annex 7 of the EIC WP</p>	<p><i>grant is signed and cover them in the consortium agreement (including ownership and co-ownership of results, consortium-internal approval processes for the dissemination of results, pre-existing technologies, appropriate licensing agreements for background, etc.)and, if requested, provide a copy to the granting authority'</i></p>	<p>and dissemination" of Annex 7 of the EIC work programme, in particular in its paragraph 3.</p> <p>Beneficiaries must be aware of the key importance of intellectual property and the necessity to address related issues from the onset where possible.</p>
C.3	<p>Plan for exploitation and dissemination</p> <p>See Annex 7 of the EIC WP</p>	<ul style="list-style-type: none"> - <i>'provide updates to the plan for exploitation and dissemination of the results and information on dissemination or exploitation activities, if requested by the granting authority and for up to four years after the end of the action'</i> 	<p>The rule is developed under section 3.1 "Plan for exploitation and dissemination", paragraphs 1 and 2, of Annex 7 of the EIC work programme.</p> <p>It must be read in conjunction with Section 3.2 "Dissemination activities" that provides for restrictions on the latter in order to give priority to exploitation.</p>
C.4	<p>Indirect exploitation of results</p> <p>See Annex 7 of the EIC WP</p>	<ul style="list-style-type: none"> - <i>'in case of indirect exploitation of the results: give priority to entities established in a Member State or a Horizon Europe associated country to exploit the results'</i> 	<p>The rule is further detailed under section 3.3 "Exploitation of results", paragraph 1, of Annex 7 of the EIC work programme EIC, aiming at reinforcing the innovation capacities of Europe.</p>
C.5	<p>Rights of EIC Inventors</p> <p>See Annex 7 of the EIC WP</p>	<ul style="list-style-type: none"> ✚ <i>For beneficiaries that are non-profit legal entities in EIC Pathfinder or EIC Transition actions: EIC Inventors are granted indefinite access rights for exploitation purposes under the following conditions:</i> <ul style="list-style-type: none"> - <i>the access rights are granted on a royalty-free basis, unless the beneficiary provides support to the EIC inventor to exploit the results (in which case the royalties may be shared on mutually beneficial terms, provided this does not make the exploitation by the EIC inventor impossible)</i> 	<p>The rule is further detailed under section 1 "Definition" and 3.3 "Exploitation of results", paragraph 2, of Annex 7 of the EIC work programme.</p> <p>Upon signature of the grant Agreement and by its virtue as stipulation and promise <i>pro tertio</i>, EIC inventors are provided with access rights, by default on a royalty-free basis, for the purpose of exploiting the results they have contributed to generate.</p> <p>This specific EIC rule aim at reinforcing cross-fertilization and stimulating exploitation opportunities.</p>

		<ul style="list-style-type: none"> - the EIC Inventor must inform the beneficiary in due time before any exploitation activity they intend to undertake, and report to the beneficiary on the implementation - if the beneficiary considers that the exploitation activity could negatively affect its own exploitation activities (as set out in the plan for exploitation and dissemination), it may request the granting authority to suspend the EIC Inventor’s access rights 	
C.6	<p>Priority to exploitation and restriction to dissemination</p> <p>See Annex 7 of the EIC WP</p>	<ul style="list-style-type: none"> + ‘comply with dissemination restrictions imposed by the granting authority in the plan for exploitation and dissemination of the results (if any), i.e.: <ul style="list-style-type: none"> - prior protection - simultaneous unrestricted dissemination through the EIC Market Place - for results that qualify for an EIC Transition action or EIC Business Acceleration Services: prior assessment of the innovation potential 	<p>The rule is further detailed under section 3.2 “Dissemination activities” of Annex 7 of the EIC work programme. EIC primary objective is to provide for European innovation. In this context, dissemination may be subject to prior in-depth assessment of exploitation potential thanks to dedicated EIC instruments and activities.</p>
C.7	<p>Rights of the granting authority to disseminate and promote exploitation of results</p> <p>See Annex 7 of the EIC WP</p>	<ul style="list-style-type: none"> + allow the granting authority to also disseminate and promote the exploitation of the results, if they have already been made public by the beneficiary (or with its consent) or if, despite its best efforts, no exploitation has taken place, no interested party to exploit the results through the Horizon Results Platform has been found and it cannot demonstrate an alternative exploitation opportunity 	<p>The rule is further detailed under section 3.4 “Failure to exploit or disseminate” of Annex 7 of the EIC work programme. EIC primary objective is to provide for European innovation, hence its active role in disseminating and promoting exploitation of Pathfinder results, including through follow-on financial support it offers via Transition and Accelerator actions.</p>
D	Communication and Visibility		
D.1	EIC logo	‘In addition to the obligations set out in Article 17, communication and dissemination activities as well as	EIC Logo comes in addition to the use of the European flag and funding statement.

	<p>See the section of Annex 5 related to Article 17 of the Grant Agreement.</p>	<p><i>infrastructure, equipment or major results funded under EIC actions must also display the following special logo: ‘</i></p> <p>European Innovation Council</p> 	
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Appendix 2: 2021 EIC Work Programme – Introduction

(extract from

<https://eic.ec.europa.eu/system/files/2021-03/EIC%20Work%20Programme%202021.pdf>)

Key features of the EIC work programme

This is the first work programme for the European Innovation Council (EIC). It builds on the experience of the EIC pilot under Horizon 2020 and on the advice from the EIC pilot Advisory Board. In accordance with the Horizon Europe legislation, this work programme implements the following key features.

Integrated, agile support across the full innovation spectrum from early stage research to start-up and scale-up.

The funding and support is organised into three main funding schemes: the EIC Pathfinder for advanced research to develop the scientific basis to underpin breakthrough technologies; the EIC Transition to validate technologies and develop business plans for specific applications; and the EIC Accelerator to support companies (SMEs, start-ups, spin-outs and in exceptional cases small mid-caps) to bring their innovations to market and scale up. In each case, the direct financial support to innovators is augmented with access to a range of Business Acceleration Services.

Linkages between these funding schemes will be maximised through proactive management (see below) and new approaches, such as additional grants to ongoing Pathfinder projects (Section II.1), a Marketplace to connect preliminary and final research results with entrepreneurs and investors (Section V), and the Fast Track scheme from Pathfinder and Transition to enter the Accelerator (Annex 4).

This work programme has been prepared in coordination with the Horizon Europe strategic plan¹ and work programme, and in particular the part on European Innovation Ecosystems, with the aim of integrating the direct support to innovators through the EIC with improvements to the overall European ecosystem. The EIC will also link with other components of Horizon Europe, including the European Research Council (ERC), the European Institute of Innovation and Technology (EIT) and its Knowledge and Innovation Communities (KICs), and with other Union funding programmes, such as InvestEU.

A balance between open funding and challenge driven funding.

¹ https://ec.europa.eu/info/horizon-europe_en.

The majority of funding² will be awarded through open calls with no predefined thematic priorities ('Open Funding'), and these are presented in Section II. The Open Funding is designed to enable support for any technologies and innovations that cut across different scientific, technological, sectoral and application fields or represent novel combinations.

The challenge driven approach is presented in Section III ('EIC Strategic Challenges') and provides funding to address specific technological and innovation breakthroughs. These challenges take into account EU priorities for transitioning to a green, digital and healthy society, as well as the overall strategic planning for Horizon Europe, and the inputs of stakeholders, experts and the EIC pilot Advisory Board.

Projects must comply with the 'do no significant harm' principle³ of the EU Sustainable Finance Taxonomy⁴. This means in particular that EIC funding will not be awarded to projects that contravene the objectives of the Green Deal⁵, including any proposal dedicated to increase the efficiency of fossil fuels and related technologies for example. Where relevant, projects must also comply with the principles of trustworthiness for Artificial Intelligence as set out in Annex 2.

Tailored approach to proposals evaluation

The EIC approach to the evaluation of proposals is tailored to the objectives of each of the EIC funding schemes. In particular for higher technology, business and market readiness levels closer to market funding, greater emphasis is put on face to face interviews with applicants and a simplified binary scoring (GO/ NO GO).

For the EIC Pathfinder, which supports science-towards-technology breakthrough research, the evaluation follows a peer review method where proposals are evaluated, scored and ranked by experts based on weighted criteria and thresholds (see Section II.1 below).

² As far as MFF budget is concerned (i.e. not taking into account NGEU budget)

³ 'Do no harm' principle. Projects are considered to significantly harm (taking into account, if appropriate, the production, use and end of life of their products and services): a) climate change mitigation, where the project leads to higher greenhouse gas emissions as compared to typical standards or benchmarks in similar economic activities sectors; b) the sustainable use and protection of water and marine resources, where the project is detrimental to the good status of bodies of water or marine waters; c) the circular economy, including waste prevention and recycling, where the project generates more waste or uses more natural resources (including non-renewable energy sources) as compared to typical standards in similar economic activities sectors, or where the long-term disposal of waste may cause significant and long-term harm to the environment; d) pollution prevention and control, where the project leads to a significant increase in the emissions of pollutants into air, water or land, as compared to typical standards in similar economic activities sectors; e) the protection and restoration of biodiversity and ecosystems, where the project is significantly detrimental to the conservation status and resilience of ecosystems, habitats and species.

⁴ https://ec.europa.eu/info/business-economy-euro/banking-and-finance/sustainable-finance/eutaxonomy-sustainable-activities_en.

⁵ https://ec.europa.eu/info/strategy/priorities-2019-2024/european-green-deal_en.

For the EIC Transition, which funds innovation activities that go beyond the experimental proof of principle, proposals will first be evaluated remotely, scored and ranked based on criteria and thresholds. For the top ranked applicants which are invited to the face to face interview, the jury will decide based on a binary scoring (GO/NO GO, see Section II.2 below).

For the EIC Accelerator, which supports high risk/high gain innovations to go to the market and scale up, proposals will be evaluated remotely and at face-to-face interviews based on a binary scoring (GO/NO GO)⁶ - see Section II.3 below.

Active project and portfolio management by EIC Programme Managers

Support awarded by the EIC, and in particular in Pathfinder, is more than a one-off funding of a research project. By covering the full innovation cycle, whenever possible EIC intends to push results to higher Technology Readiness Levels (TRL). Whilst Pathfinder beneficiaries will bear no obligation regarding the development of innovation as part of their project, the EIC will encourage and stimulate further maturation of preliminary findings and results by providing guidance but also additional and continuous support including financial.

Moreover, EIC takes an active approach of project and programme management to develop business and technology-based visions. It is assisted by EIC Programme Managers⁷, whose task is to identify, develop and implement such visions and to nurture potential market-creating innovation out of EIC funded projects and activities. Active management applies to Pathfinder, Transition and Accelerator projects and consists of the following:

- Applications for funding will need to define a number of milestones that will be used to periodically review progress. Reviews will assess whether the activities foreseen to reach the milestone have been completed and will consider the results and outputs against the overall objectives. The reviews will be undertaken with the support of independent experts and overseen by EIC Programme Managers for projects within their portfolios.
- Following the reviews against milestones, the EIC support may be continued on the same basis, amendments may be requested or, if the project has lost economic or technological relevance or not met agreed milestones, it may be suspended or even terminated. Reviews may also result in requests for amendments to ongoing or planned milestones, and deployment of some EIC Business Acceleration Services, including additional coaching days and access to crucial expertise. For EIC Pathfinder and Transition projects, reviews may also involve an assessment to submit an application directly to the EIC Accelerator under the Fast track procedure (see Annex 4) or to submit an application for additional ad hoc grants (see Annex 6). In addition

⁶ In line with Article 25.3 and Article 26.2 of the Horizon Europe legislation.

⁷ Programme Managers are temporary staff of the European Commission or its Executive Agencies.

to the reviews, the EIC funded projects and companies will be expected to keep the EIC regularly informed of progress and pre-alerted in case of difficulties.

- EIC funded projects may be included in one or more thematic or challenge-based portfolios of projects, providing the projects with a productive setting in which to advance their ideas. For EIC Strategic Challenges (Section III), the portfolio will reflect the scope of the challenge. Projects to be funded through open calls (Section II) may be requested to join one or more of thematic portfolios. These portfolios will be overseen by EIC Programme Managers and the relevant EIC funded projects and companies may be requested to participate in portfolio activities together with other projects or initiatives (examples of portfolio activities can be found in Annex 6).
- EIC Challenge Portfolio's objectives and roadmap are defined and proposed by the EIC Programme Manager, following close consultation with beneficiaries of the actions of the Portfolio and, where appropriate, with other interested members of the EIC Community and other third parties. In order to take into account relevant changes in science and innovation or the Portfolio's achievements or consistency, Challenge Portfolio's objectives and roadmap may be revised. Based on any such revision, the granting authority may request to amend the action's activities, milestones and deliverables in accordance the Grant Agreement. If the action has been selected under a Challenge-based call for proposals, and where no amendment can be agreed upon to ensure coherence with the updated objectives of the related Challenge Portfolio, the granting authority may suspend or terminate the action in accordance with the Grant Agreement.
- EIC Portfolio activities are identified and developed by EIC Programme Managers in consultation with the beneficiaries of the actions in the EIC Portfolio, and where appropriate with other interested EIC Community members and third parties. They aim at developing cooperation within the Portfolio in order to achieve its objectives or those of its actions, enhance research, prepare transition to innovation and stimulate business opportunities, and strengthen the EIC Community. Such activities may cover participation to conferences, workshops or meetings, experience and data sharing, and participation to any relevant EIC Business Acceleration Services events.

Policy of open access and Intellectual Property Rights

For Pathfinder **provisions will be applied to ensure open access** to scientific publications and promote the uptake of research results (see Annex 2 on open science).

Moreover, the EIC aims to stimulate the cross-fertilisation and exploitation of results from EIC supported projects. Therefore, Pathfinder and Transition projects may be requested by EIC Programme Managers to actively share information about results (including preliminary findings), within their portfolio and with other relevant EIC projects and parties, as detailed in Annex 7. The goal is to stimulate and nurture potential innovation out of Pathfinder or Transition results and explore pathways to further development. This exchange of

information between beneficiaries will be without prejudice to their own legitimate interests to exploit the results or findings. To ensure full confidentiality, such sharing will be subject to non-disclosure obligations regarding confidential results, with beneficiaries retaining the right on a case by case basis to fully disclose or not their intellectual property.

Without prejudice to ownership of results (including preliminary findings) by Pathfinder and Transition result owners, their inventors will be entrusted with appropriate access for the purpose of further development and exploitation be eligible to additional financial support and services offered by EIC, as further detailed in Annex 7.

Appendix 3: EIC 2021 Work Programme – Evaluation criteria

(extract from <https://eic.ec.europa.eu/system/files/2021-03/EIC%20Work%20Programme%202021.pdf>)

How does the EIC decide if your proposal will be funded?

After the submission of your proposal it will be evaluated in two steps:

- a remote evaluation by EIC expert evaluators will assess each application separately against the defined evaluation criteria;
- an EIC evaluation committee will consider all proposals passing the first step together in order to assess the best portfolio of projects to achieve the specific objectives of the Challenge. The evaluation committee will be composed of EIC expert evaluators and EIC Programme Managers.

For the first step, your proposal will be evaluated by EIC expert evaluators on each of the following evaluation criteria:

Evaluation criteria for Pathfinder Challenge
Excellence (Threshold: 4/5; weight 60%)
<u>Relevance to the Challenge</u> : How relevant are the project’s objectives in contributing to the overall goal and the specific objectives of the Challenge?
<u>Novelty</u> : How novel and ambitious are the proposed technological breakthroughs with respect to the state-of-the-art? How relevant and effective are they in achieving the expected outcomes of the Challenge?
<u>Plausibility of methodology</u> : To what extent is the Research, Development & Innovation methodology described in the proposal appropriate to reach its objectives? How plausible is it that the objectives set out in the proposal are achieved within the time span of the project?
Impact (Threshold: 3.5/5; weight 20%)
<u>Potential Impact</u> : To what extent the successful completion of the project may have economic and societal impact and how credible it is argued and quantified (e.g. via KPIs or equivalent)? How appropriate are the expected outcomes of the project to contribute to the potential economic or social impacts of the Challenge?

<p><u>Innovation potential</u>: How adequate are the proposed measures for protection of results and any other exploitation measures to facilitate future translation of research results into innovations with societal or economic impact? How suitable are the proposed measures for empowering key actors that have the potential to take the lead in translating research into innovations?</p>
<p><u>Communication and Dissemination</u>: How convincing and wide reaching are the proposed measures and plans for public/stakeholder engagement and for raising awareness about the project outcomes, including through Open Science, with respect to their potential to establish new markets and/or address global challenges?</p>
<p>Quality and efficiency of the implementation (Threshold 3/5; weight 20%)</p>
<p><u>Quality of the applicant/consortium (<i>depends if mono or multi-beneficiaries</i>)</u>: To what extent do(es) the applicant/consortium members have all the necessary high quality expertise for performing the project tasks?</p>
<p><u>Work plan</u>: How coherent and effective are the work plan (work packages, tasks, deliverables, milestones, time-line, etc.) and risk mitigation measures in order to achieve the project objectives?</p>
<p><u>Allocation of resources</u>: How appropriate and effective is the allocation of resources (person-months and equipment) to tasks and consortium members?</p>

The score for each evaluation criterion will be the average of the individual evaluators' scores. The overall proposal score will be calculated as the weighted sum of the average scores from the evaluation criteria.

All proposals that meet the thresholds defined in the evaluation criteria will be considered in the second step.

As a second step, the evaluation committee will establish a list of proposals to be funded, based on the evaluation scores from the first step, as decided by the committee, and on each proposal's contribution to the setting up of a consistent portfolio of projects. Your proposal should therefore specify which objectives, or aspects of objectives, it addresses taking into account the technical specifications in the Challenge Guide (e.g., potential applications, range and expected outcomes of the projects, and the associated risks for achieving them, TRLs of the different tools and technologies proposed).

Portfolio considerations will be detailed in the Pathfinder Challenge Guide, as it is topic and domain specific. As a general principle, in order to balance out the portfolio, a categorisation of the proposals will be used and the proposals will be allocated to different components or categories. Example of possible categories are: building blocks or subsystems, technical areas and/or competing technologies, risk level, size, budget. A suitable portfolio of

proposals to be funded will be selected by the evaluation committee from the highest scoring ones for each category or component and proposed for funding.

The evaluation committee may also propose adjustments to the proposals in as far as needed for the consistency of the portfolio approach. These adjustments will be in conformity with the conditions for participation and comply with the principle of equal treatment.

As a feedback, all applicants will receive a collation of the comments from the individual reports or excerpts from them. Applicants of proposals above threshold assessed further by the evaluation committee will also receive summary comments of the committee's assessment.

What happens after a project is evaluated and retained for funding?

The coordinator of the proposal will receive a letter announcing the proposal has been retained for funding and the next steps regarding grant agreement signature. Grant Agreement preparation and signature is expected to be finished within three months but shorter timelines may be specified.

The Project Officer and eventually the EIC Programme Manager will contact you and support during the grant signature process. You will be expected to collaborate with the other projects from portfolio and sign an agreement in principle before the project start.

During the execution of the project you will interact continuously with the Project Officer assigned to your project and the EIC Programme Manager, assigned to the portfolio of your project, who will oversee all the portfolio projects.

Appendix 4: 2021 EIC Work Programme – Annex 6 Ad hoc grants for EIC Pathfinder and EIC Transition grant holders

(extract from

<https://eic.ec.europa.eu/system/files/2021-03/EIC%20Work%20Programme%202021.pdf>)

The grant holders of EIC Pathfinder projects (including grants resulting from certain EIC pilot Pathfinder, FET-Open and FET-Proactive calls, see Section II.1) and of EIC Transition projects are eligible to receive ad hoc grants with fixed amounts of up to EUR 50 000, as specified in the relevant call sections of this work programme.

In line with Article 47(3)(b) of the Horizon Europe Regulation⁸, the ad hoc grants are not subject to any call. They reflect the necessity and hence the possibility for the EIC to proactively support, at any stage of a project implementation, the assessment of any potentially innovative lead stemming from a EIC Pathfinder project, or reinforce the coordination and management of a Portfolio where needed.

These ad hoc grants will fund either complementary activities to explore potential pathways to commercialisation (for EIC Pathfinder grant holders) or portfolio activities (for EIC Pathfinder and EIC Transition grant holders).

Complementary activities to explore potential pathways to commercialisation could include, but are not limited to:

- definition of a commercialisation process;
- market and competitiveness analysis;
- technology assessment;
- verification of innovation potential;
- consolidation of IP rights;
- business case development; - exploratory / preparatory work for creating start-ups or spin-offs.

Portfolio activities could include, but are not limited to:

- defining common objectives and activities;
- building synergies within the portfolio and with any outside relevant partners;
- engaging strategic partners to overcome common challenges;
- (co)-organising events;
- maximising data sharing;
- raising visibility of the portfolio's community and the EIC.

⁸ See also Article 195(e) of the Financial Regulation

These ad hoc grants do not fund research or activities that were already foreseen in the original project. A maximum of three ad hoc grants can be awarded for each EIC Pathfinder project and more than three may be awarded in exceptional and duly justified cases. A maximum of one ad hoc grant can be awarded for each EIC Transition project. Any such ad hoc grant can be awarded to an individual grant holder or a group of grant holders⁹.

EIC grant holders, after discussion with a EIC Programme Manager or following a project review, can apply for such an ad hoc grant. Each application will be assessed in accordance with Article 26.1, paragraph 2, of Horizon Europe Regulation taking into account the following considerations:

For activities to explore potential pathways to commercialisation:

- Timeliness and pertinence of the activities proposed (Excellence);
- Potential of the proposed deep-tech innovation to create new market or to solve pressing societal needs / problems (Impact);
- Expertise, capabilities and motivation of the applicants to take this innovation forward to the market (Quality and efficiency of implementation).

For portfolio activities:

- Contribution of the activity to the objectives of the portfolio (Excellence);
- Timeliness of the activity proposed to maximize its impact (Impact);
- Engagement of portfolio's projects and relevant external partners (Quality and efficiency of implementation).

The final decision will be motivated and communicated to the grant holders and the Programme Committee. Successful applicants will be invited for grant preparation, which might take into account adjustments proposed by the EIC Programme Manager.

Following successful grant preparation, the granting authority will award the ad hoc grant (Coordination and Support Action)¹⁰ to cover the eligible costs necessary for the implementation of the proposed activities. The funding rate of this grant will be 100% of the eligible costs.

⁹ This includes affiliated entities that are participating in the Pathfinder or Transition projects.

¹⁰ This may be a new grant agreement or an amendment to the existing grant agreement.

Appendix 5: 2021 EIC Work Programme – Annex 7. Additional provisions concerning Intellectual Property for Pathfinder and Transition actions

(extract from

<https://eic.ec.europa.eu/system/files/2021-03/EIC%20Work%20Programme%202021.pdf>)

In accordance with the Horizon Europe Regulation,¹¹ the Work Programme may provide for additional exploitation obligations, in particular to put more emphasis on exploitation of results, and highlight the role the Commission should play in identifying and maximising exploitation opportunities in the Union.

Together with specific intellectual property rules provided for under Annex 2 in relation to emergency situations and standardisation, the following rules will apply to Pathfinder and Transition actions and be reflected into the applicable Model Grant Agreement adopted by the Commission.

In addition, the said Model Grant Agreement will also address the specific objectives and means assigned to the EIC Pathfinder and EIC Transition activities by the Council Decision¹² adopting the Horizon Europe Specific Programme, i.e. the regrouping of projects into Portfolios¹³, with the aim to stimulate cross-fertilization, exchange between innovation actors, and to nurture market creating innovation out of Pathfinder results, but also the role to be played by Programme Managers¹⁴ in this context and in developing an active management culture of EIC activities.

1). DEFINITIONS

The following definition is complementing those provided in the Glossary in the introductory section of this Work Programme for the purpose of this Annex.

- a) **EIC Inventors:** with reference to information and results owned by any EIC beneficiary that is a not-for-profit legal entity, any of their employees and subcontractors, established in a Member States or Associated Country, and appearing or entitled to appear as inventor in any corresponding publication or patent filing.

2). EXCHANGE OF INFORMATION FOR THE PURPOSE OF EIC PORTFOLIO ACTIVITIES

2.1 – ACCESS TO INFORMATION ABOUT PRELIMINARY FINDINGS AND RESULTS

- a). At any time and without prejudice to the beneficiary's ownership and its rights and obligations to protect personal data and results according to the grant agreement, the EIC Programme Manager may request any beneficiary to make available through the EIC Market

¹¹ In accordance with Recital 50 and notably the second indent of Article 35(1) of Horizon Europe Regulation.

¹² Section 1.1.1 of Pillar III of Council Decision.

¹³ Each Pathfinder or Transition action will be allocated to at least one Thematic or Challenge Portfolio.

¹⁴ Section 1.2.2 of Pillar III of Council Decision.

Place information on preliminary findings and results generated by the action, subject to paragraphs b) and c) below, with the aim to probe their potential for further innovation.

b). Where any such preliminary finding or result was not already made public through agreed dissemination activities or a patent or protection by any other intellectual property right, that information shall be earmarked and treated by the Granting authority as “confidential” and disseminated only to:

- other EIC beneficiaries, bound by an EIC grant agreement or an EIC contract, that refers to or includes the obligations detailed under section 2.2;
- EIC inventors having signed a non-disclosure agreement with the granting authority, providing for the obligations detailed under section 2.2;
- other member of the EIC Community established in a Member State or an Associated country and having signed a non-disclosure agreement with the granting authority, providing for the obligations detailed under section 2.2.

Where based on that confidential information any of these entities request disclosure or access to the underlying detailed data and results, the beneficiary may refuse it based on its legitimate interests, including commercial exploitation and any other constraints, such as data protection rules, privacy, confidentiality, trade secrets, Union competitive interests, security rules or intellectual property rights.

c) Beneficiaries may object to the obligation provided for under paragraph b) when:

- committing to either publish or patent or protect by any other intellectual property right and without unreasonable delays, or
- demonstrating concrete exploitation of the said preliminary findings and results, subject to initial discussion with and final agreement of the granting authority on the corresponding update of the Plan for dissemination and exploitation referred to in Section 3.1.

2.2 – NON-DISCLOSURE OBLIGATIONS

Where beneficiaries are informed on or given access or disclosure to any preliminary findings, results or other intellectual property generated by other EIC actions, and where this information is earmarked as “confidential” in accordance with section 2.1.b, they must:

- keep it strictly confidential; and
- not disclose it to any person without the prior written consent of the owner, and then only under conditions of confidentiality equal to those provided under this section; and
- use the same degree of care to protect its confidentiality as the beneficiary uses to protect its own confidential information of a similar nature; and
- act in good faith at all times; and

- not use any of it for any purpose other than assessing opportunities to propose other research or innovation activities to the EIC, or any other initiative agreed by the owner.

The EIC beneficiary may disclose any such information to its employees and, with the prior authorisation of the owner, to its subcontractors established in a Member State or an Associated Country and:

- who have a need to access it for the performance of their work with respect to the purpose permitted above; and
- who are bound by a written agreement or professional obligation to protect its confidentiality in the way described in this section.

No obligations are imposed upon the EIC beneficiary where such information:

- is already known to the EIC beneficiary before and is not subject to any other obligation of confidentiality; or
- is or becomes publicly known through no act by or default by/of the EIC beneficiary; or
- is obtained by the EIC beneficiary from a third party and in circumstances where the EIC beneficiary has no reason to believe that there has been a breach of an obligation of confidentiality.

The restrictions in this section do not apply to the extent that any such information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the EIC beneficiary on any recognised stock exchange.

Upon the end or termination of the grant agreement or of the participation of the EIC beneficiary, it must immediately cease to use the said information, except if otherwise directly agreed with the owner, or if the beneficiary remains a member of the EIC Community referred to under section 2.1.b.

The provisions of this section shall continue to be in force for a period of 60 months following the end or the termination of this grant agreement or of the participation of the EIC beneficiary, at the end of which period they will cease to have effect.

3). SPECIFIC PROVISIONS ON INTELLECTUAL PROPERTY AND RELATED DISSEMINATION AND EXPLOITATION ACTIVITIES

3.1 – PLAN FOR EXPLOITATION AND DISSEMINATION

EIC Beneficiaries must report to the granting authority on their exploitation and dissemination activities:

- in accordance with the Grant Agreement, together with any updated version of the plan for exploitation and dissemination;

- within 30 days upon request from the EIC Programme Manager for the purpose of EIC Portfolio activities.

The Granting authority may also request an update of the plan for exploitation and dissemination of the results at any time during the implementation of the action.

Beneficiaries must address and agree in their Consortium agreement on all related intellectual property issues, from ownership and co-ownership of results to the consortium's internal approval process for their dissemination. Beneficiaries must also identify therein any pre-existing technology fitting the action's needs and objectives and try to reach appropriate licensing agreement between them to prevent research funding redundancy.

The beneficiaries are deemed to have signed the Consortium agreement at the date of the signature of this grant agreement. The Granting authority may require a copy at any time in accordance with the Grant Agreement.

3.2 – DISSEMINATION ACTIVITIES

Each beneficiary will propose and undertake dissemination activities of the plan for exploitation and dissemination agreed by the granting authority with the aim of supporting innovation in the European Union and fostering the development of the EIC Community, opting for publications as main route to bring technical and scientific knowledge to the public.

When approving the plan for exploitation and dissemination of the results or any update, the granting authority may subject any proposed dissemination activity to one or a combination of the following conditions:

- the prior assessment of any innovation potential of the results to be disseminated ,
- the prior protection of the result to be disseminated, in accordance with the Grant Agreement, the cost being eligible;
- the simultaneous unrestricted dissemination through the EIC Marketplace.

Where the granting authority disagrees to a dissemination activity, it will actively assist the beneficiaries to achieve compliance with the required conditions, without unreasonable delay and in due time, notably by proposing complementary EIC support for exploitation or a support of the EIC Business Acceleration Services, as detailed and referred to under section 3.5. Where the granting authority agrees to a dissemination activity, it will abide to the Grant Agreement.

The granting authority is hereby entrusted with the right to also disseminate and promote the exploitation of any results that are made public by the beneficiary or with its assent.

3.3 – EXPLOITATION OF RESULTS

Beneficiaries must use their best efforts to exploit their results or have them exploited by a third party, in priority those established in a Member State or an Associated country, including through transfer or licensing.

Each beneficiary agrees that any of its EIC Inventors is entrusted upon signature of the Grant Agreement with the necessary access rights¹⁵ to the result they have contributed to for the purpose of further developing and exploiting it. If the beneficiary provides support to the EIC inventor for any such exploitation, royalties may be shared with the beneficiary in mutually beneficial terms, provided the conclusion of any such agreement does not prevent the EIC Inventor(s) to exercise its(their) rights.

Beneficiaries must report on any exploitation operation at:

- the reporting periods provided for in the Grant Agreement;
- periodicity agreed at the end of the action together with the final exploitation and dissemination plan;
- within 30 days upon request from the granting authority, within 4 years after final payment.

3.4 – FAILURE TO EXPLOIT OR DISSEMINATE

The granting authority is entrusted with the right to disseminate and promote the exploitation of results that have not been made public through dissemination activities or patent or protection by any other IPR, where the beneficiary owning it:

- does not provide any information regarding exploitation or dissemination of those results; or
- neither intends to exploit nor disseminate those results; or
- declare to continue research activities on those results but without a view of their subsequent exploitation; or
- where, despite its best efforts, no exploitation or dissemination takes place within the delays provided in the final exploitation and dissemination plan and in the absence of any demonstrated alternate exploitation or dissemination opportunity.

Where the beneficiary continues to oppose to the dissemination by the granting authority or refuses to provide any data or document necessary for the said dissemination, the granting authority will impose penalties in accordance with the Grant Agreement.

3.5 – POSSIBLE ADDITIONAL OR COMPLEMENTARY EIC SUPPORT FOR EXPLOITATION

Any beneficiary or group of beneficiaries or the consortium of a Pathfinder action, including EIC inventors, may be awarded an additional grant of up to EUR 50,000 to undertake limited EIC Transition activities in relation to any of its results as set out in Annex 6.

¹⁵ By default “royalty free”, except in the case described at the end of the paragraph.

This additional grant may be shared with or fully awarded to a third-party partaking in or undertaking the said activities, under the condition that the said third-party respects the ownership rights of the beneficiary and confidentiality conditions detailed in this Annex.

Beneficiaries, including EIC inventors, are eligible to apply for Transition and Accelerator calls under specific conditions detailed therein and to benefit from EIC Business Acceleration Services as set out in the relevant sections of this Work Programme.

Appendix 6: Horizon Europe Model Grant Agreement – Annex 5

SPECIFIC RULES

CONFIDENTIALITY AND SECURITY (— ARTICLE 13)

Sensitive information with security recommendation

Sensitive information with a security recommendation must comply with the additional requirements imposed by the granting authority.

Before starting the action tasks concerned, the beneficiaries must have obtained all approvals or other mandatory documents needed for implementing the task. The documents must be kept on file and be submitted upon request by the coordinator to the granting authority. If they are not in English, they must be submitted together with an English summary.

For requirements restricting disclosure or dissemination, the information must be handled in accordance with the recommendation and may be disclosed or disseminated only after written approval from the granting authority.

EU classified information

If EU classified information is used or generated by the action, it must be treated in accordance with the security classification guide (SCG) and security aspect letter (SAL) set out in Annex 1 and Decision 2015/444¹⁶ and its implementing rules — until it is declassified.

Deliverables which contain EU classified information must be submitted according to special procedures agreed with the granting authority.

Action tasks involving EU classified information may be subcontracted only with prior explicit written approval from the granting authority and only to entities established in an EU Member State or in a non-EU country with a security of information agreement with the EU (or an administrative arrangement with the Commission).

EU classified information may not be disclosed to any third party (including participants involved in the action implementation) without prior explicit written approval from the granting authority.

ETHICS (— ARTICLE 14)

Ethics and research integrity

The beneficiaries must carry out the action in compliance with:

- ethical principles (including the highest standards of research integrity)

and

¹⁶ Commission Decision 2015/444/EC, Euratom of 13 March 2015 on the security rules for protecting EU classified information (OJ L 72, 17.3.2015, p. 53).

- applicable EU, international and national law, including the Charter of Fundamental Rights of the European Union and the European Convention for the Protection of Human Rights and Fundamental Freedoms and its Supplementary Protocols.

No funding can be granted, within or outside the EU, for activities that are prohibited in all Member States. No funding can be granted in a Member State for an activity which is forbidden in that Member State.

The beneficiaries must pay particular attention to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of persons, the right to non-discrimination, the need to ensure protection of the environment and high levels of human health protection.

The beneficiaries must ensure that the activities under the action have an exclusive focus on civil applications.

The beneficiaries must ensure that the activities under the action do not:

- aim at human cloning for reproductive purposes
- intend to modify the genetic heritage of human beings which could make such modifications heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed)
- 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, or
- lead to the destruction of human embryos (for example, for obtaining stem cells).

Activities involving research on human embryos or human embryonic stem cells may be carried out only if:

- they are set out in Annex 1 or
- the coordinator has obtained explicit approval (in writing) from the granting authority.

In addition, the beneficiaries must respect the fundamental principle of research integrity — as set out in the European Code of Conduct for Research Integrity¹⁷.

This implies compliance with the following principles:

- reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources
- honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way

¹⁷ European Code of Conduct for Research Integrity of ALLEA (All European Academies).

- respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment
- accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts

and means that beneficiaries must ensure that persons carrying out research tasks follow the good research practices including ensuring, where possible, openness, reproducibility and traceability and refrain from the research integrity violations described in the Code.

Activities raising ethical issues must comply with the additional requirements formulated by the ethics panels (including after checks, reviews or audits; see Article 25).

Before starting an action task raising ethical issues, the beneficiaries must have obtained all approvals or other mandatory documents needed for implementing the task, notably from any (national or local) ethics committee or other bodies such as data protection authorities.

The documents must be kept on file and be submitted upon request by the coordinator to the granting authority. If they are not in English, they must be submitted together with an English summary, which shows that the documents cover the action tasks in question and includes the conclusions of the committee or authority concerned (if any).

VALUES (— ARTICLE 14)

Gender mainstreaming

The beneficiaries must take all measures to promote equal opportunities between men and women in the implementation of the action and, where applicable, in line with the gender equality plan. They must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level.

INTELLECTUAL PROPERTY RIGHTS (IPR) — BACKGROUND AND RESULTS — ACCESS RIGHTS AND RIGHTS OF USE (— ARTICLE 16)

Definitions

Access rights — Rights to use results or background.

Dissemination — The public disclosure of the results by appropriate means, other than resulting from protecting or exploiting the results, including by scientific publications in any medium.

Exploit(ation) — The use of results in further research and innovation activities other than those covered by the action concerned, including among other things, commercial exploitation such as developing, creating, manufacturing and marketing a product or process, creating and providing a service, or in standardisation activities.

Fair and reasonable conditions — Appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the

results or background to which access is requested and/or the scope, duration or other characteristics of the exploitation envisaged.

FAIR principles — ‘findability’, ‘accessibility’, ‘interoperability’ and ‘reusability’.

Open access — Online access to research outputs provided free of charge to the end-user.

Open science — An approach to the scientific process based on open cooperative work, tools and diffusing knowledge.

Research data management — The process within the research lifecycle that includes the organisation, storage, preservation, security, quality assurance, allocation of persistent identifiers (PIDs) and rules and procedures for sharing of data including licensing.

Research outputs — Results to which access can be given in the form of scientific publications, data or other engineered results and processes such as software, algorithms, protocols, models, workflows and electronic notebooks.

Scope of the obligations

For this section, references to ‘beneficiary’ or ‘beneficiaries’ do not include affiliated entities (if any).

Agreement on background

The beneficiaries must identify in a written agreement the background as needed for implementing the action or for exploiting its results.

Where the call conditions restrict control due to strategic interests, reasons, background that is subject to control or other restrictions by a country (or entity from a country) which is not one of the eligible countries or target countries set out in the call conditions and that impact the exploitation of the results (i.e. would make the exploitation of the results subject to control or restrictions) must not be used and must be explicitly excluded from it in the agreement on background — unless otherwise agreed with the granting authority.

Ownership of results

Results are owned by the beneficiaries that generate them.

However, two or more beneficiaries’ own results jointly if:

- they have jointly generated them and
- it is not possible to:
 - establish the respective contribution of each beneficiary, or
 - separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners must agree — in writing — on the allocation and terms of exercise of their joint ownership (**'joint ownership agreement'**), to ensure compliance with their obligations under this Agreement.

Unless otherwise agreed in the joint ownership agreement or consortium agreement, each joint owner may grant non-exclusive licences to third parties to exploit the jointly-owned results (without any right to sub-license), if the other joint owners are given:

- at least 45 days advance notice and
- fair and reasonable compensation.

The joint owners may agree — in writing — to apply another regime than joint ownership.

If third parties (including employees and other personnel) may claim rights to the results, the beneficiary concerned must ensure that those rights can be exercised in a manner compatible with its obligations under the Agreement.

The beneficiaries must indicate the owner(s) of the results (results ownership list) in the final periodic report.

Protection of results

Beneficiaries which have received funding under the grant must adequately protect their results — for an appropriate period and with appropriate territorial coverage — if protection is possible and justified, taking into account all relevant considerations, including the prospects for commercial exploitation, the legitimate interests of the other beneficiaries and any other legitimate interests.

Exploitation of results

Beneficiaries which have received funding under the grant must — up to four years after the end of the action (see Data Sheet, Point 1) — use their best efforts to exploit their results directly or to have them exploited indirectly by another entity, in particular through transfer or licensing.

If, despite a beneficiary's best efforts, the results are not exploited within one year after the end of the action, the beneficiaries must (unless otherwise agreed in writing with the granting authority) use the Horizon Results Platform to find interested parties to exploit the results.

If results are incorporated in a standard, the beneficiaries must (unless otherwise agreed with the granting authority or unless it is impossible) ask the standardisation body to include the funding statement (see Article 17) in (information related to) the standard.

Additional exploitation obligations

Where the call conditions impose additional exploitation obligations (including obligations linked to the restriction of participation or control due to strategic assets, interests, autonomy or security reasons), the beneficiaries must comply with them — up to four years after the end of the action (see Data Sheet, Point 1).

Where the call conditions impose additional exploitation obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) grant for a limited period of time specified in the request, non-exclusive licences — under fair and reasonable conditions — to their results to legal entities that need the results to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

Additional information obligation relating to standards

Where the call conditions impose additional information obligations relating to possible standardisation, the beneficiaries must — up to four years after the end of the action (see Data Sheet, Point 1) — inform the granting authority, if the results could reasonably be expected to contribute to European or international standards.

Transfer and licensing of results

Transfer of ownership

The beneficiaries may transfer ownership of their results, provided this does not affect compliance with their obligations under the Agreement.

The beneficiaries must ensure that their obligations under the Agreement regarding their results are passed on to the new owner and that this new owner has the obligation to pass them on in any subsequent transfer.

Moreover, they must inform other beneficiaries with access rights of the transfer at least 45 days in advance (or less if agreed in writing), unless agreed otherwise in writing for specifically identified third parties including affiliated entities or unless impossible under the applicable law. This notification must include sufficient information on the new owner to enable the beneficiaries concerned to assess the effects on their access rights. The other beneficiaries may object within 30 days of receiving notification (or less if agreed in writing), if they can show that the transfer would adversely affect their access rights. In this case, the transfer may not take place until agreement has been reached between the beneficiaries concerned.

Granting licences

The beneficiaries may grant licences to their results (or otherwise give the right to exploit them), including on an exclusive basis, provided this does not affect compliance with their obligations.

Exclusive licences for results may be granted only if all the other beneficiaries concerned have waived their access rights.

Granting authority right to object to transfers or licensing — Horizon Europe actions

Where the call conditions in Horizon Europe actions provide for the right to object to transfers or licensing, the granting authority may — up to four years after the end of the action (see Data Sheet, Point 1) — object to a transfer of ownership or the exclusive licensing of results, if:

- the beneficiaries which generated the results have received funding under the grant
- it is to a legal entity established in a non-EU country not associated with Horizon Europe, and
- the granting authority considers that the transfer or licence is not in line with EU interests.

Beneficiaries that intend to transfer ownership or grant an exclusive licence must formally notify the granting authority before the intended transfer or licensing takes place and:

- identify the specific results concerned
- describe in detail the new owner or licensee and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or licence on EU interests, in particular regarding competitiveness as well as consistency with ethical principles and security considerations.

The granting authority may request additional information.

If the granting authority decides to object to a transfer or exclusive licence, it must formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information it has requested).

No transfer or licensing may take place in the following cases:

- pending the granting authority decision, within the period set out above
- if the granting authority objects
- until the conditions are complied with, if the granting authority objection comes with conditions.

A beneficiary may formally notify a request to waive the right to object regarding intended transfers or grants to a specifically identified third party, if measures safeguarding EU interests are in place. If the granting authority agrees, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

Granting authority right to object to transfers or licensing — Euratom actions

Where the call conditions in Euratom actions provide for the right to object to transfers or licensing, the granting authority may — up to four years after the end of the action (see Data Sheet, Point 1) — object to a transfer of ownership or the exclusive or non-exclusive licensing of results, if:

- the beneficiaries which generated the results have received funding under the grant
- it is to a legal entity established in a non-EU country not associated to the Euratom Research and Training Programme 2021-2025 and

- the granting authority considers that the transfer or licence is not in line with the EU interests.

Beneficiaries that intend to transfer ownership or grant a licence must formally notify the granting authority before the intended transfer or licensing takes place and:

- identify the specific results concerned
- describe in detail the results, the new owner or licensee and the planned or potential exploitation of the results, and
- include a reasoned assessment of the likely impact of the transfer or licence on EU interests, in particular regarding competitiveness as well as consistency with ethical principles and security considerations (including the defence interests of the EU Member States under Article 24 of the Euratom Treaty).

The granting authority may request additional information.

If the granting authority decides to object to a transfer or licence, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

No transfer or licensing may take place in the following cases:

- pending the granting authority decision, within the period set out above
- if the granting authority objects
- until the conditions are complied with, if the granting authority objection comes with conditions.

A beneficiary may formally notify a request to waive the right to object regarding intended transfers or grants to a specifically identified third party, if measures safeguarding EU interests are in place. If the granting authority agrees, it will formally notify the beneficiary concerned within 60 days of receiving notification (or any additional information requested).

Limitations to transfers and licensing due to strategic assets, interests, autonomy or security reasons of the EU and its Member States

Where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security reasons, the beneficiaries may not transfer ownership of their results or grant licences to third parties which are established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) — unless they have requested and received prior approval by the granting authority.

The request must:

- identify the specific results concerned
- describe in detail the new owner and the planned or potential exploitation of the results, and

- include a reasoned assessment of the likely impact of the transfer or license on the strategic assets, interests, autonomy or security of the EU and its Member States.

The granting authority may request additional information.

Access rights to results and background

Exercise of access rights — Waiving of access rights — No sub-licensing

Requests to exercise access rights and the waiver of access rights must be in writing.

Unless agreed otherwise in writing with the beneficiary granting access, access rights do not include the right to sub-license.

If a beneficiary is no longer involved in the action, this does not affect its obligations to grant access.

If a beneficiary defaults on its obligations, the beneficiaries may agree that that beneficiary no longer has access rights.

Access rights for implementing the action

The beneficiaries must grant each other access — on a royalty-free basis — to background needed to implement their own tasks under the action, unless the beneficiary that holds the background has — before acceding to the Agreement —:

- informed the other beneficiaries that access to its background is subject to restrictions, or
- agreed with the other beneficiaries that access would not be on a royalty-free basis.

The beneficiaries must grant each other access — on a royalty-free basis — to results needed for implementing their own tasks under the action.

Access rights for exploiting the results

The beneficiaries must grant each other access — under fair and reasonable conditions — to results needed for exploiting their results.

The beneficiaries must grant each other access — under fair and reasonable conditions — to background needed for exploiting their results, unless the beneficiary that holds the background has — before acceding to the Agreement — informed the other beneficiaries that access to its background is subject to restrictions.

Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the action (see Data Sheet, Point 1).

Access rights for entities under the same control

Unless agreed otherwise in writing by the beneficiaries, access to results and, subject to the restrictions referred to above (if any), background must also be granted — under fair and reasonable conditions — to entities that:

- are established in an EU Member State or Horizon Europe associated country
- are under the direct or indirect control of another beneficiary, or under the same direct or indirect control as that beneficiary, or directly or indirectly controlling that beneficiary and
- need the access to exploit the results of that beneficiary.

Unless agreed otherwise in writing, such requests for access must be made by the entity directly to the beneficiary concerned.

Requests for access must be made — unless agreed otherwise in writing — up to one year after the end of the action (see Data Sheet, Point 1).

Access rights for the granting authority, EU institutions, bodies, offices or agencies and national authorities to results for policy purposes — Horizon Europe actions

In Horizon Europe actions, the beneficiaries which have received funding under the grant must grant access to their results — on a royalty-free basis — to the granting authority, EU institutions, bodies, offices or agencies for developing, implementing and monitoring EU policies or programmes. Such access rights do not extend to beneficiaries' background.

Such access rights are limited to non-commercial and non-competitive use.

For actions under the cluster 'Civil Security for Society', such access rights also extend to national authorities of EU Member States for developing, implementing and monitoring their policies or programmes in this area. In this case, access is subject to a bilateral agreement to define specific conditions ensuring that:

- the access rights will be used only for the intended purpose and
- appropriate confidentiality obligations are in place.

Moreover, the requesting national authority or EU institution, body, office or agency (including the granting authority) must inform all other national authorities of such a request.

Access rights for the granting authority, Euratom institutions, funding bodies or the Joint Undertaking Fusion for Energy — Euratom actions

In Euratom actions, the beneficiaries which have received funding under the grant must grant access to their results — on a royalty-free basis — to the granting authority, Euratom institutions, funding bodies or the Joint Undertaking Fusion for Energy for developing, implementing and monitoring Euratom policies and programmes or for compliance with obligations assumed through international cooperation with non-EU countries and international organisations.

Such access rights include the right to authorise third parties to use the results in public procurement and the right to sub-license and are limited to non-commercial and non-competitive use.

Additional access rights

Where the call conditions impose additional access rights, the beneficiaries must comply with them.

COMMUNICATION, DISSEMINATION, OPEN SCIENCE AND VISIBILITY (— ARTICLE 17)

Dissemination

Dissemination of results

The beneficiaries must disseminate their results as soon as feasible, in a publicly available format, subject to any restrictions due to the protection of intellectual property, security rules or legitimate interests.

A beneficiary that intends to disseminate its results must give at least 15 days advance notice to the other beneficiaries (unless agreed otherwise), together with sufficient information on the results it will disseminate.

Any other beneficiary may object within (unless agreed otherwise) 15 days of receiving notification, if it can show that its legitimate interests in relation to the results or background would be significantly harmed. In such cases, the results may not be disseminated unless appropriate steps are taken to safeguard those interests.

Additional dissemination obligations

Where the call conditions impose additional dissemination obligations, the beneficiaries must also comply with those.

Open Science

Open science: open access to scientific publications

The beneficiaries must ensure open access to peer-reviewed scientific publications relating to their results. In particular, they must ensure that:

- at the latest at the time of publication, a machine-readable electronic copy of the published version, or the final peer-reviewed manuscript accepted for publication, is deposited in a trusted repository for scientific publications
- immediate open access is provided to the deposited publication via the repository, under the latest available version of the Creative Commons Attribution International Public Licence (CC BY) or a licence with equivalent rights; for monographs and other long-text formats, the licence may exclude commercial uses and derivative works (e.g. CC BY-NC, CC BY-ND) and
- information is given via the repository about any research output or any other tools and instruments needed to validate the conclusions of the scientific publication.

Beneficiaries (or authors) must retain sufficient intellectual property rights to comply with the open access requirements.

Metadata of deposited publications must be open under a Creative Commons Public Domain Dedication (CC 0) or equivalent, in line with the FAIR principles (in particular machine-

actionable) and provide information at least about the following: publication (author(s), title, date of publication, publication venue); Horizon Europe or Euratom funding; grant project name, acronym and number; licensing terms; persistent identifiers for the publication, the authors involved in the action and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for any research output or any other tools and instruments needed to validate the conclusions of the publication.

Only publication fees in full open access venues for peer-reviewed scientific publications are eligible for reimbursement.

Open science: research data management

The beneficiaries must manage the digital research data generated in the action ('data') responsibly, in line with the FAIR principles and by taking all of the following actions:

- establish a data management plan ('DMP') (and regularly update it)
- as soon as possible and within the deadlines set out in the DMP, deposit the data in a trusted repository; if required in the call conditions, this repository must be federated in the EOSC in compliance with EOSC requirements
- as soon as possible and within the deadlines set out in the DMP, ensure open access — via the repository — to the deposited data, under the latest available version of the Creative Commons Attribution International Public License (CC BY) or Creative Commons Public Domain Dedication (CC 0) or a licence with equivalent rights, following the principle 'as open as possible as closed as necessary', unless providing open access would in particular:
 - be against the beneficiary's legitimate interests, including regarding commercial exploitation, or
 - be contrary to any other constraints, in particular the EU competitive interests or the beneficiary's obligations under this Agreement; if open access is not provided (to some or all data), this must be justified in the DMP
- provide information via the repository about any research output or any other tools and instruments needed to re-use or validate the data.

Metadata of deposited data must be open under a Creative Commons Public Domain Dedication (CC 0) or equivalent (to the extent legitimate interests or constraints are safeguarded), in line with the FAIR principles (in particular machine-actionable) and provide information at least about the following: datasets (description, date of deposit, author(s), venue and embargo); Horizon Europe or Euratom funding; grant project name, acronym and number; licensing terms; persistent identifiers for the dataset, the authors involved in the action, and, if possible, for their organisations and the grant. Where applicable, the metadata must include persistent identifiers for related publications and other research outputs.

Open science: additional practices

Where the call conditions impose additional obligations regarding open science practices, the beneficiaries must also comply with those.

Where the call conditions impose additional obligations regarding the validation of scientific publications, the beneficiaries must provide (digital or physical) access to data or other results needed for validation of the conclusions of scientific publications, to the extent that their legitimate interests or constraints are safeguarded (and unless they already provided the (open) access at publication).

Where the call conditions impose additional open science obligations in case of a public emergency, the beneficiaries must (if requested by the granting authority) immediately deposit any research output in a repository and provide open access to it under a CC BY licence, a Public Domain Dedication (CC 0) or equivalent. As an exception, if the access would be against the beneficiaries' legitimate interests, the beneficiaries must grant non-exclusive licenses — under fair and reasonable conditions — to legal entities that need the research output to address the public emergency and commit to rapidly and broadly exploit the resulting products and services at fair and reasonable conditions. This provision applies up to four years after the end of the action (see Data Sheet, Point 1).

Plan for the exploitation and dissemination of results including communication activities

Unless excluded by the call conditions, the beneficiaries must provide and regularly update a plan for the exploitation and dissemination of results including communication activities.

SPECIFIC RULES FOR CARRYING OUT THE ACTION (— ARTICLE 18)

Strategic assets, interests, autonomy or security of the EU and its Member States

Where the call conditions restrict participation or control due to strategic assets, interests, autonomy or security, the beneficiaries must ensure that none of the entities that participate as affiliated entities, associated partners, subcontractors or recipients of financial support to third parties are established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) — unless otherwise agreed with the granting authority.

The beneficiaries must moreover ensure that any cooperation with entities established in countries which are not eligible countries or target countries set out in the call conditions (or, if applicable, are controlled by such countries or entities from such countries) does not affect the strategic assets, interests, autonomy or security of the EU and its Member States

Recruitment and working conditions for researchers

The beneficiaries must take all measures to implement the principles set out in the Commission Recommendation on the European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers¹⁸, in particular regarding:

- working conditions

¹⁸ Commission Recommendation 2005/251/EC of 11 March 2005 on the European Charter for Researchers and on a Code of Conduct for the Recruitment of Researchers (OJ L 75, 22.3.2005, p. 67).

- transparent recruitment processes based on merit, and
- career development.

The beneficiaries must ensure that researchers and all participants involved in the action are aware of them.

Specific rules for EIC actions

All EIC actions (EIC Pathfinder actions, EIC Transition actions and EIC Accelerator actions) are subject to the call conditions. They will be managed proactively by the granting authority and the EIC Programme Manager it has appointed. When implementing them, the beneficiaries must closely cooperate and follow their instructions and provide requested information and data in a timely, helpful and constructive manner. Communication between EIC Programme Managers and beneficiaries must take place via the EIC Market Place.

When implementing EIC actions, the beneficiaries acknowledge and accept that they must attend regular (normally six-monthly) progress meetings, if organised by the granting authority.

In addition, the beneficiaries must provide the granting authority with regular data and information on the implementation of the action (normally every three months), if requested by the granting authority and via the EIC Market Place.

The beneficiaries acknowledge and accept that EIC actions are part of (one or more) EIC Portfolio(s) managed by the granting authority and the EIC Programme Managers and therefore subject to the following specific portfolio-related conditions:

- the granting authority may:
 - move the action to another EIC Portfolio or add additional EIC Portfolios during the action — with 30 days prior notice via the EIC Market Place
 - adjustments: change EIC Challenge Portfolio objectives and roadmap during the action and, if needed, request adjustments to the action activities, milestones or deliverables (amendment; see Article 39)
 - for challenge-based EIC Pathfinder actions: suspend or terminate the action, if there is no agreement on adjustments needed to ensure relevance with the objectives or roadmap of the Challenge Portfolio for which the action has been selected (see Articles 31.2 and 32.3)
- the Programme Manager may:
 - request participation in EIC Portfolio activities (such as conferences, workshops, EIC Portfolio or networks meetings, experience and data sharing activities, and EIC Business Acceleration Service events, etc.)
 - propose or accept the organisation of EIC additional Portfolio activities (for EIC Pathfinder actions: possibility of additional funding of up to EUR 50 000 to cover the related costs).

The beneficiaries must comply with the additional IPR, dissemination and exploitation obligations set out in the call conditions, in particular:

- use the EIC Market Place platform to exchange information on results (including preliminary findings) and Portfolio activities, in accordance with the Terms and Conditions of that platform
- clarify all intellectual property issues before the grant is signed and cover them in the consortium agreement (including ownership and co-ownership of results, consortium-internal approval processes for the dissemination of results, pre-existing technologies, appropriate licensing agreements for background, etc.) and, if requested, provide a copy to the granting authority
- provide updates to the plan for exploitation and dissemination of the results and information on dissemination or exploitation activities, if requested by the granting authority and for up to four years after the end of the action
- in case of indirect exploitation of the results: give priority to entities established in a Member State or a Horizon Europe associated country to exploit the results
- for beneficiaries that are non-profit legal entities in EIC Pathfinder or EIC Transition actions: EIC Inventors are granted indefinite access rights for exploitation purposes under the following conditions:
 - the access rights are granted on a royalty-free basis, unless the beneficiary provides support to the EIC inventor to exploit the results (in which case the royalties may be shared on mutually beneficial terms, provided this does not make the exploitation by the EIC inventor impossible)
 - the EIC Inventor must inform the beneficiary in due time before any exploitation activity they intend to undertake, and report to the beneficiary on the implementation
 - if the beneficiary considers that the exploitation activity could negatively affect its own exploitation activities (as set out in the plan for exploitation and dissemination), it may request the granting authority to suspend the EIC Inventor's access rights
- comply with dissemination restrictions imposed by the granting authority in the plan for exploitation and dissemination of the results (if any), i.e.:
 - prior protection
 - simultaneous unrestricted dissemination through the EIC Market Place
 - for results that qualify for an EIC Transition action or EIC Business Acceleration Services: prior assessment of the innovation potential
- allow the granting authority to also disseminate and promote the exploitation of the results, if they have already been made public by the beneficiary (or with its consent) or if, despite its best efforts, no exploitation has taken place, no interested party to

exploit the results through the Horizon Results Platform has been found and it cannot demonstrate an alternative exploitation opportunity

In addition to the obligations set out in Article 17, communication and dissemination activities as well as infrastructure, equipment or major results funded under EIC actions must also display the following special logo:



When implementing EIC Accelerator actions, the beneficiaries must moreover comply with the following additional obligations:

- investment component: the pursuit of the action depends on the approval of the investment component by the EIC Fund and its integration into the Agreement (amendment to add the investment component into the Data Sheet, Point 1 and Articles 1 and 3 and to adapt the description of the action in Annex 1 and add the investment agreement as Annex 6) if no agreement can be reached with the EIC Fund on the investment, the action may be terminated
- implementation, monitoring and reporting:
 - the grant and investment components of the action will be interlinked and managed and monitored together and in close coordination with the EIC Fund, in particular:
 - the information, data and documents regarding both components (including sensitive information within the meaning of Article 13) are considered as information, data and documents of the action and may be mutually exchanged between the granting authority and the EIC Fund and relied on for the management of both components (if needed)
 - the investment agreement signed by the EIC Fund will be attached to the Agreement and become an integral part of it (Annex 6)
 - the rights and obligations under the investment agreement may be exercised and enforced both by the granting authority or the EIC Fund, interchangeably
 - issues regarding either component may impact the other component and lead to the suspension or termination of the entire action (including exit from the investment)
- reorientation: the parties (beneficiary or granting authority) may request an amendment (see Article 39) to reorient the action (including its objectives or substantial changes affecting the objectives), if required by a change of circumstances and provided that the action remains eligible under the call for which it was selected and does not lose its relevance

- progress meetings and reviews:
 - there will be at least one intermediary progress meeting and a final progress meeting at the end of the action, before submission of the final report
 - the granting authority will be represented by the EIC Project Officers and EIC Programme Managers and may be assisted by other Commission representatives, EIC Fund representatives or independent outside experts; if independent outside experts are used as reviewers, the beneficiaries will be informed and have the right to object on grounds of commercial confidentiality or conflict of interest
 - if a progress meeting confirms grounds for suspension or termination of the action, the notification of the meeting minutes (progress meeting conclusions) will serve as pre-information letter, with a reduced deadline for submitting observations (15 days after receiving the meeting minutes)
 - the final report will be assessed by independent outside reviewers (see Article 25.1.2)
- IPR, dissemination and exploitation:
 - the IPR, dissemination and exploitation obligations set out in the EIC Fund investment agreement (see Annex 6) will apply; the provisions set out in Annex 5 will therefore only apply until the EIC Fund investment agreement is concluded or if the Agreement is terminated early.