



OPEN CALL #2

APPLICATION GUIDELINES

Version 2.0

This document contains the required guidelines and information to submit an application to the EU-LAC Digital Accelerator Open Call #2.

Disclaimer:

The EU-LAC Digital Accelerator is funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union. Neither the European Union nor the granting authority can be held responsible for them.

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1 About EU-LAC Digital Accelerator

The EU-LAC Digital Accelerator is an initiative funded by the European Commission and part of the EU-LAC Digital Alliance, the first regional digital partnership between the Latin America and the Caribbean countries (LAC) and the European Union (EU).

It is a multi-sided platform that connects business opportunities identified by large corporations with solutions proposed by start-ups and innovative SMEs. The accelerator supports partnerships generated between the parties to address these business opportunities jointly. Its objective is to support the development of these partnerships by providing specific services tailored to the needs of each of them.

EU-LAC Digital Accelerator is led by TECNALIA and major international benchmark institutions such as IESE Business School, WAYRA-Telefónica, the European Business and Innovation Centre Network (EBN), the European Business Angels Network (EBAN), Expertise France, TECNALIA-Ventures, Inter-American Development Bank IDB-Lab, TECNALIA-Colombia and Caribbean Export.

1.1 Scope of the Open Call #2

The EU-LAC Digital Accelerator has established a mechanism of Open Calls to support the development of partnerships between large corporations and start-ups or innovative SMEs. Partnerships can be diverse and are not limited to any specific scope. The Open Call is not bound to any specific priority.

The EU-LAC Digital Accelerator will provide services which are valued up to 30,000 Euros (up to 40,000 Euros if partners from the Caribbean are involved) to selected partnerships. The services will be provided by the partners of the EU-LAC Digital Accelerator. Therefore, no transaction or transfer of funding will be made to the beneficiaries.

1.2 Outline of the programme

The EU-LAC Digital Accelerator offers a programme to develop partnerships between large corporations and start-ups or innovative SMEs from the European Union, Latin America or the Caribbean. Selected applications will go through a programme structured into three main phases:

#	Phase	Benefits
1	Develop your acceleration roadmap	Guidance and follow-up to define a roadmap and receive the required services to reach the goals and objectives of the partnership.
2	Receive customised acceleration services	Hands-on support to deploy your partnership, from proof-of-concept to business modelling and scaling up.
3	Gain visibility as a successful EU-LAC Partnership	Access to an extended network of entrepreneurs, corporates and investors aiming to back EU-LAC Partnerships.

The programme will be carried out as follows:

1.2.1 Development of the acceleration roadmap

This phase will last approximately one month and includes the following activities:

- **Mentor assignment:** A mentor from the EU-LAC Digital Accelerator network will be assigned to the beneficiary, supporting the partnership during the programme. The mentor will be assigned based on the needs identified by the applicant.
- **Assessment:** Supported by the mentor, the partnership will assess and define the technical, business or investment goals to be reached during the acceleration pathway. A prioritization of goals will be agreed with the mentor.
- **Identification of services:** Guided by the mentor, the partnership will identify the services required from the EU-LAC Digital Accelerator. These must be aligned with the roadmap submitted and the available services listed in the catalogue.
- **Signature of the collaboration agreement:** Once services have been identified, the partnerships will meet with the providers to adjust the scope of work, signing an agreement which defines the work plan, commitments, and deliverables.

1.2.2 Delivery of acceleration services

This phase will last approximately five months and includes the following activity:

- **Delivery of acceleration services:** The service providers will work together with the partnership in the implementation of the roadmap by providing the agreed services. Follow-up meetings will be held both with providers and the mentor.

The services available for selected beneficiaries is structured into four main categories:

Phase	Objective
Road mapping	Define your customised plan and services to achieve your goals.
Proof-of concept	Find the problem-solution fit to decide how to address your business opportunity.
Business Case	Identify the product-market fit to define how to implement your business opportunity.
Investment & Scaling	Define your growth plan and connect with investors.

All beneficiaries will receive road mapping services, while the rest of the services will be chosen according to the specific needs of the beneficiaries.

The full catalogue of services can be found on the EU-LAC Digital Accelerator website.

1.2.3 Visibility as a successful EU-LAC Partnership

This phase has no fixed duration. It will be carried out according to the needs of the participants, by involving them in networking sessions and events with investors, Public Administrators or Corporates. These will be organised by the EU-LAC Digital Accelerator.

1.3 Expected timeline

The following table outlines the expected timeline for the second Open Call. However, regardless of these dates, applications can be approved at any given time after the opening date and without waiting for the closing date. Likewise, selected beneficiaries can start the acceleration programme as soon as the application is approved. Therefore, applicants are encouraged to apply as soon as their partnerships are conformed.

The EU-LAC Digital Accelerator will notify applicants if there are any changes to this timeline:

Milestone	Deadline
Application opening date	17 th of June 2024
Application closure date	31 st of October 2024
Evaluation of applications	Until 15 th of November 2024 Note that applications can be approved at any given
Notification of outcomes	22 th of November 2024
Signature of the collaboration agreement	31 st of December 2024 Note that beneficiaries can start the acceleration programme as soon as the application is approved
Closure of the acceleration programme	30 th of June 2025

2 Selection of beneficiaries

2.1 Who can apply to the Open Call #2?

To be considered into evaluation, all partnerships must fulfil the following criteria:

1. The partnership must be established with at least one corporation and one start-up or innovative SME, and all partners must be legally established in any country from the European Union, Latin America, or the Caribbean. The criteria which define a start-up or SME according to the EU definition are:
 - a) Be independent (not linked or owned by another enterprise), in accordance with Recommendation 2003/361/EC.
 - b) Have a headcount in Annual Work Unit (AWU) less than 250.
 - c) Have an annual turnover less or equal to EUR50 million OR annual balance sheet total less or equal to EUR43 million.

Companies that do not have the values of the annual turnover or balance sheets yet are also considered eligible given that they fulfil the criteria (a) and (b).

2. Partnership members must come from at least two of the following geographical regions: the European Union, Latin America or the Caribbean.
3. Any kind of existing partnership between the parties involved must be declared. Even though the agreement or other confidential information will not be requested, applicants must indicate its scope and date of signature.

4. All applications must be submitted through the online form available on the EU-LAC Digital Accelerator website. Applicants are also required to read and accept the Open Call Application Guidelines and terms and conditions to receive acceleration services.

2.2 Application form

The following information is required:

1. **Administrative information:** Including the contact details of the representative of the partnership and the companies involved.
2. **Partnership description:** Including a description of the goal pursued, the expected outcomes, the implementation plan, the team, and support required.

Applicants are also requested to declare in the application form:

- The existence of a partnership between the parties involved. The application must declare that they have formalised an agreement, establishing the scope, commitments and action plan of the partnership. The specific documents signed between parties will not be required to be shared, considering that they may contain confidential information. It will also be valid to state that the agreement will be formalised before the start of the acceleration process, where applicable. The scope of the partnership agreement can be diverse, being an MoU, Lol or any other document signed by the parties.
- The acceptance of the terms and conditions to receive acceleration services as stated as part of the Annex I of this document.

2.3 Evaluation process

2.3.1 Evaluation criteria

Evaluations will be made by the EU-LAC Digital Accelerator on a scale of 1 to 10 for each criterion, with 1 being the lowest score and 10 the highest. To be eligible for selection in the acceleration programme, all criteria must exceed a threshold of 5 points.

The table below states the evaluation criteria, as well as the criteria for passing the threshold and the criteria for obtaining the highest score:

Evaluation criteria	Minium criteria for passing the treshold	Additional criteria for obtaining the highest score
Market opportunity & scalability	<ul style="list-style-type: none"> ○ The opportunity is identified, the market size is quantified, and evidence of the potential of the partnership is provided in the form of customers, letters of intent or any other statement. 	<ul style="list-style-type: none"> ○ There is evidence of the potential for scalability and that the market to be addressed is large and global, identifying the roadmap or milestones to be achieved for the growth of the partnership.
Degree of innovation	<ul style="list-style-type: none"> ○ The competitive advantage of the partnership is identified and the value proposition is explained and justified. 	<ul style="list-style-type: none"> ○ The innovation provided compared to the competition is analysed, quantified and justified. The IP is protected.
Implementation plan	<ul style="list-style-type: none"> ○ The partnership is already in place, or it is expected to be implemted before the start of the acceleration programme. The activities to be implemented are clear and explicit. 	<ul style="list-style-type: none"> ○ The workplan to be implemented is feasible and resources are identified. The support required is aligned with the services provided by the EU-LAC Digital Accelerator.
Team	<ul style="list-style-type: none"> ○ The genders of the team members are balanced, considering an equitable distribution of women and men in the team implementing the partnership. The skills of the team are complementary and responsibilities are identified. 	<ul style="list-style-type: none"> ○ The geoprahical regions or the partners are balanced and distributed, involving companies from the European Union, Latin America and the Caribbean. Specifially, parterns from the Caribbean are involved in the partnerships.
Impact	<ul style="list-style-type: none"> ○ The green and digital transition are addressed, considering partnerships that help reduce the carbon footprint and the environmental impact of our acitivity or solutions to transition to net-zero emmissions. 	<ul style="list-style-type: none"> ○ The economic and social impact of the partnership is global and quantified, developing new products, services or skills as a results of its implementation. The expected impact is measured and expected outcomes are explained.

Each application will be evaluated by two different evaluators, and if the difference between the evaluations is greater than 3 points in any of the criteria, a third evaluator will be considered. The final score will result as an average of the individual evaluations.

Applications coming from partnerships generated through the EU-LAC Digital Accelerator matchmaking activities will be evaluated only by one evaluator.

2.3.2 Evaluation process

All evaluation will be shared with an Evaluation Committee, composed of representatives of the EU-LAC Digital Accelerator partners. The Committee will review the evaluations to make a final decision on which applications will be selected. These can be approved at any time without waiting for the cut-off date. Once applications have been evaluated and a decision is made, feedback will be sent to applicants, including the results and comments from the evaluation.

Selected partnerships will be invited to the acceleration programme.

3 General information

3.1 Receipt of applications

The receipt of applications will close the 30th of April 2024 at 23:59 (CET). Applications will be only submitted via the online form available in the EU-LAC Digital Accelerator website. A confirmation of receipt will be sent to participants. Applications submitted or received by any other channel or after the open call deadline will be automatically discarded.

3.2 Language

English is the official language to submit a proposal for the Open Call. Submissions received in any other language will not be eligible and, thus, will not be evaluated.

3.3 IP rights and confidentiality

All applications will be treated as strictly confidential. EU-LAC Digital Accelerator partners and organisers guarantee the confidentiality of the partnership presented and developed during the acceleration programme and of the candidates themselves, regardless of whether they are finally selected or not. They do not reserve any copyright on the proposals submitted.

EU-LAC Digital Accelerator partners and organisers do not claim any ownership over the information provided by the participants in the acceleration programme or any intellectual property it may contain. The participant does not assign the organisers any rights to any patents or patent applications relating to the information, technology, data, etc. described in the application form.

3.4 Privacy

All personal data will be processed by the EU-LAC Digital Accelerator in accordance with the EU-LAC Digital Accelerator [privacy policy](#).

3.5 Publicity and visibility of EU funding

The beneficiaries must support the promotion of the EU-LAC Digital Acceleration programme by providing information about their participation in the programme. The information to be provided will be agreed with the beneficiaries. If applicable, photos or videos taken or recorded during the programme will be property of the EU-LAC Digital Accelerator and may be used for press releases or publications by the EU-LAC Digital Accelerator or its partners.

3.6 Cancellation of the participation in the acceleration programme

The participation of the selected beneficiaries in the acceleration programme can be cancelled if the partnership fails to comply with the terms and conditions as established in the agreement defined in Annex 1.

3.7 Contact

If assistance to apply to the Open Call or explanations about the services provided are required, , please send us your enquiries to info@eulacdigitalaccelerator.com

4 Annex

4.1 Collaboration agreement for the acceleration of EU-LAC Partnerships

EU-LAC DIGITAL ACCELERATOR

Collaboration agreement for the acceleration of EU-LAC Partnerships

This EU-LAC DIGITAL ACCELERATOR Agreement for providing services to the Beneficiaries, hereinafter referred to as the “**Agreement**”, is entered into

by and between:

[Company name], organized and existing under the laws of [country], with its registered office at [address], and VAT [number], hereinafter referred to as “**Service Provider 1**”, represented by, acting in his capacity as [role].

[Company name], an EU-LAC Digital Accelerator Consortium Partner, a legal entity organised and existing under the laws of [Country], with its registered office at [address], hereinafter referred to as “**Service Provider 2**”.

[Company name], an EU-LAC Digital Accelerator Consortium Partner, a legal entity organised and existing under the laws of [Country], with its registered office at [address], hereinafter referred to as “**Service Provider 3**”.

[Company name], an EU-LAC Digital Accelerator Consortium Partner, a legal entity organised and existing under the laws of [Country], with its registered office at [address], hereinafter referred to as “**Service Provider 4**”.

Hereinafter referred to collectively as “**Service Providers**”;

and:

[Company name], a legal entity organised and existing under the laws of [Country], with its registered office at [address], hereinafter referred to as “**Beneficiary 1**”.

[Company name], a legal entity organised and existing under the laws of [Country], with its registered office at [address], hereinafter referred to as “**Beneficiary 2**”.

[Company name], a legal entity organised and existing under the laws of [Country], with its registered office at [address], hereinafter referred to as “**Beneficiary 3**”.

Hereinafter referred to collectively as “**Beneficiaries**”;

Hereinafter, all Service Providers and Beneficiaries referred to individually as “**Party**” or collectively as “**Parties**”.

WHEREAS:

1. In cooperation with other EU-LAC Digital Accelerator Consortium Partners, the Service Providers have been awarded a Grant by the European Commission (the “**Funding Authority**”).
2. The EU-LAC Digital Accelerator is an initiative financed under the Neighbourhood, Development & International Cooperation Instrument (NDICI-Global Europe) under the EU-LAC Digital Alliance framework, focused on fostering multi-stakeholder and private sector collaboration, competitiveness, digital skills and innovation, through the establishment of a regional EU-LAC Digital Accelerator.
3. To achieve its objectives, the EU-LAC Digital Accelerator has established a mechanism of Open Calls to support the development of partnerships between large corporations and start-ups or innovative SMEs.
4. The partnership between [Beneficiary 1], [Beneficiary 2] and [Beneficiary 3] (hereinafter, the “**Partnership**”), has been selected to receive support from the EU-LAC Digital Accelerator in the Open Call opened on [date].
5. The Service Providers will provide acceleration services to support the development of the Partnership.
6. The Beneficiaries agree to abide by the terms of the EU-LAC DIGITAL ACCELERATOR Grant Agreement and EU-LAC DIGITAL ACCELERATOR Consortium Agreement.
7. The Parties agree to hold the present Agreement, subject to the following,

Now therefore it has been agreed as follows:

1. DEFINITIONS

- 1.1 **Access Rights** means rights to use Results or Background in accordance with the stipulations of the terms laid down in this Agreement.
- 1.2 **Agreement** means this Agreement, together with its two Annexes.
- 1.3 **Background** means any and all, data, information, know-how– whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights – listed in ANNEX 2 – that is Needed to implement this Agreement or exploit the Results and that is:
 - owned or controlled by a Party prior to the date of signature of this Agreement; or
 - developed or acquired by a Party independently from the work in the Agreement even if in parallel with the performance of the Agreement, but solely to the extent that such data, information, know-how and/or intellectual property rights are introduced into the Agreement by the owning Party;
- 1.4 **Exploitation or Exploit** means the use of results in further research activities other than those covered by the action concerned, or in developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities;

1.5 Fair and Reasonable Conditions means 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;

1.6 Needed means:

- For the implementation of the Agreement:
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.
- For Exploitation of own Results:
Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible. Where Confidential Information is concerned, only Confidential Information which has been disclosed during the Project may be considered as technically essential, except as otherwise agreed between the Parties.

1.7 Results means any tangible or intangible output of the action, such as data, knowledge or information, that is generated in the action, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights;

2. PURPOSE

The purpose of this Agreement is to establish the terms and conditions of the collaboration between the Parties.

3. SCOPE AND DURATION

The Parties shall cooperate and do their best effort to carry out, the activities detailed in “ANNEX 1 – Service Delivery Plan (SDP)”. The duration may not be longer than 6 (six) months starting from date and the activities must be concluded before the end of 2024. If a time extension is required, it must be duly agreed by the Parties involved. The dates and duration of the Service Delivery Plan are established in Annex 1, but it may be extended if duly agreed by the Parties involved.

The start date and duration of the Service Delivery Plan are established in Annex 1 and may be extended, maintaining the commitments provided by the Project, by the mutual agreement of the Parties.

4. OBLIGATIONS OF THE PARTIES

4.1 The Service Providers will be responsible to:

- Deliver the services identified in the ANNEX 1 and contribute to the achievement of the specified objectives.
- Effectively address any issues, concerns or enquiries raised by the Partnership regarding the development of the services.
- The Service Providers will make their best effort to ensure that the deliverables meet the expectations of the Beneficiaries. However, Beneficiaries expressly waive the possibility of claiming modifications of the deliverables once delivered by the Service Providers. Should the beneficiaries be interested in additional activities, these must be considered in a separate agreement according to the conditions agreed between the Parties.

4.2 The Beneficiaries will be responsible to:

- Duly contribute to performing the services, providing the required background or resources as described in ANNEX 1.
- Timely communicate to the Service Providers any issue or circumstance that may hinder the correct execution of the services described in ANNEX 1.

5. FINANCIAL PROVISIONS

ANNEX 1 includes the financial valuation of the Service Providers to effectively deliver their services, however Parties hereby agree that there will be no payment required by any Party concerning this Agreement.

6. LIABILITY

6.1 The Beneficiaries shall comply with all applicable laws, rules and regulations, including, but not limited to safety, security, welfare, social security and fiscal laws, rules and regulations.

6.2 The Beneficiaries shall not be entitled to act or to make legally binding declarations on behalf of the Service Providers and shall indemnify all of the latter from any third party claim resulting from a breach of these obligations.

6.3 The Service providers shall not in any case be liable for any direct and or indirect or consequential damages such as:

- loss of profits, interest, savings, shelf-space, production and business opportunities;
- lost contracts, goodwill, and anticipated savings;
- loss of or damage to reputation or to data;
- costs of recall of products; or
- any other type of indirect, incidental, punitive, special or consequential loss or damage

in relation or related with the services provided under this Agreement.

- 6.4 In respect of any information or materials (including Results and Background) supplied by one Party to another Party, no warranty or representation of any kind is made, given or implied as to the sufficiency, accuracy or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient shall in all cases be entirely and solely liable for the use to which it puts such information and materials (including Results and Background), and
- there is no liability in case of infringement of proprietary rights of a third party resulting from any Access Rights.

7. INTELLECTUAL PROPERTY RIGHTS

Results are owned by the Party that generates them.

Joint Results:

Unless otherwise agreed:

- each of the joint owners shall be entitled to use their jointly owned Results for non-commercial research and teaching activities on a royalty-free basis, and without requiring the prior consent of the other joint owner(s).
- each of the joint owners shall be entitled to otherwise Exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any right to sub-license) if the other joint owners are given: (a) at least 45 calendar days advance notice; and (b) fair and reasonable compensation.

The joint owners shall agree on all protection measures and the division of related cost in advance.

In the specific case of the reports and results indicated in ANNEX 1, these shall be the property of the "Beneficiaries".

8. ACCESS RIGHTS

The Service Providers shall have Access Rights to Background and Results of the Beneficiaries in case they are Needed for carrying out and implementation this Agreement on a royalty free basis.

The Service Providers shall have Access Rights to Background and Results of the Beneficiaries in case they are Needed for exploitation on a case-by-case basis in a separate written agreement between the Beneficiary(ies) and the Service provider(s) concerned on **Fair and reasonable Conditions**.

The Beneficiaries shall have Access Rights to Background and Results of the Service Providers in case they are Needed for carrying out and implementation this Agreement on a royalty free basis.

The Beneficiaries shall have Access Rights to Background and Results of the Service Providers in case they are Needed for exploitation on a case-by-case basis in a separate written agreement between the Beneficiary(ies) and the Service provider(s) concerned under Fair and reasonable

Conditions. Such separate agreement shall not affect any legitimate right of another Party to his Agreement nor violate any of the provisions as set out in the Grant Agreement and/or Consortium Agreement.

Access Rights may be requested by the Beneficiaries up to **twelve (12) months** after the termination of this Agreement.

9. CONFIDENTIALITY

All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".

The Recipient hereby undertakes in addition and without prejudice to any commitment on non-disclosure under the Grant Agreement, for a period of 5 years after the termination of this Agreement:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information without the prior written consent by the Disclosing Party;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party, or destroy, on request, all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible.

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its employees involved in the Project and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the Agreement and/or after the termination of the contractual relationship with the employee or third party.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;
- the Confidential Information was already known to the Recipient prior to disclosure, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Recipient shall promptly inform the relevant Disclosing Party by written notice of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

- notify the Disclosing Party, and
- comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

The confidentiality obligations under this Collaboration Agreement shall not prevent the communication of Confidential Information to the Funding Authority of the EU-LAC Digital Accelerator.

10. DISSEMINATION

Each Party agrees that any dissemination activity (including publications, presentations or contributions to any standards organisation) by the Beneficiary(ies) is subject to the prior written approval of the Service provider concerned, as the case may be.

Publicity and visibility of EU funding

The Parties must support the promotion of the EU-LAC Digital Acceleration programme by providing information about their participation. The information to be provided will be agreed with the Parties concerned.

If applicable, photos or videos taken or recorded during the programme will be of property of the EU-LAC Digital Accelerator and may be used for press releases or publications by the EU-LAC Digital Accelerator or its partners.

11. TERMINATION

The Service provider(s) can terminate this Agreement with immediate effect through written notice to the Beneficiary(ies):

- If the termination is by mutual agreement between the Parties.
- If the Beneficiary(ies) doesn't / don't provide the required background, resources of information or any kind of information/data which is required by the Service Providers in order to carry out the Service Delivery within the timeframe indicated in the Service Delivery Plan to duly provide the services.
- if the Beneficiary(ies) is/are in breach of any of its material obligations under this Agreement, which breach is not remediable, or, if remediable, has not been remedied within thirty (30) days after written notice to that effect from the party not in breach.
- if, to the extent permitted by law, the Beneficiary(ies) is/are declared bankrupt, being wound up, having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar proceeding concerning those matters.
- if any Party is subject to an event of force majeure, which prevents the Parties from correct performance of its obligations hereunder and such circumstances have lasted or can reasonably be expected to last more than three (3) months.

- If the Grant Agreement is terminated by the Funding Authority. In this case, all Parties shall agree the assessment about the work completed up to date of termination. The Service Providers will not be liable towards the Beneficiaries in such case of termination; therefore, the Beneficiaries will not be able to make any kind of claim to the Service providers.

Access Rights granted to the Beneficiaries shall cease immediately upon the effective date of termination.

12. FINAL PROVISIONS

Each Beneficiary's consistent level in its field of expertise played a key role in the selection of the Beneficiary concerned to implement this Agreement. Any total or partial transfer of provisions and the rights and duties it entails in the prior formal approval of the Service Providers.

Any subcontract by the Beneficiary concerning some of its tasks under this Agreement requires the prior written consent of the Service providers.

The Agreement will enter into force on the date of the last signature by the Parties.

This Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties. However, this Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Agreement.

If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which is economically equivalent. The same shall apply in case of a gap.

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

Any disagreement or dispute which may arise in connection with this Agreement and which the Parties are unable to settle by mutual agreement will be brought before the courts of Brussels, Belgium.

Done in XX originals, one for each Party.

SIGNATURE PAGE

SIGNATURES:

Done and signed in the above-mentioned place and date in **XX** original copies, one for each Party to this Agreement.

For [Beneficiary1]
Mr./Mrs.:
Position:

For [Service Provider 1],
Mr./Mrs.....
Position:.....

For [Beneficiary2]
Mr./Mrs.:
Position:

For [Service Provider 2],
Mr./Mrs.....
Position:.....

For [Beneficiary3]
Mr./Mrs.:
Position:

For [Service Provider 3],
Mr./Mrs.....
Position:.....

For [Beneficiary4]
Mr./Mrs.:
Position:

For [Service Provider 4],
Mr./Mrs.....
Position:.....

ANNEX 1 – SERVICE DELIVERY PLAN (SDP)

The content highlighted in yellow is for explanatory purposes and should be deleted from the agreement. It is intended to guide the elaboration of the SPD.

1. Contact information

Information on the beneficiaries of the services	
Contact of the representative of the partnership:	
Name:	Email:
Contact of the other companies involved in the partnership	
Beneficiary 1:	Contact person: Email:
Beneficiary 2:	Contact person: Email:
Information on the service providers	
Service Provider 1:	Contact person: Email:
Service Provider 2:	Contact person: Email:

2. Milestones to be achieved

Briefly explain the milestones of the partnership that are expected to be achieved. Explaining for each milestone: what is to be accomplished, why is important to achieve this milestone, when do you want to achieve the milestone, how do you want to achieve the milestone and finally what resources would be dedicated to achieving the objective.

Milestone (What)	Importance (Why)	Objective (How)	Expected Time Lime (When)	Resources assigned.

3. Acceleration services

Include a description of the services to be provided and results, referring to the catalogue of services. A separate table for each service must be described. Results should be possible to be relate them to the milestones above. Include the mentorship program.

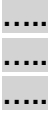
Service 1:	Start date:	End date:
Name of the service provider:		
Impact (Tech Validation, Business Scale or Investment)		
Estimated value:		
Description of the service and activities		
Description of the deliverables or results		

4. Impact and future plans

Explain the expected impact to be achieved after the acceleration is concluded.

ANNEX 2 – BACKGROUND INCLUDED / RESOURCES PROVIDED

SERVICE PROVIDERS



BENEFICIARIES:

