OPEN CALL #6

APPLICATION GUIDELINES

Version 1.0

This document contains the required guidelines and information to apply to the EU-LAC Digital Accelerator Open Call #6.

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 is part of the EU-LAC Digital Alliance, the first regional digital partnership between Latin America and the Caribbean (LAC) and the European Union (EU).

It is a multi-sided platform that connects business opportunities identified by large corporations with solutions proposed by startups 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 each partnership's needs.

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, OCTANTIS TECNALIA GROUP, Inter-American Development Bank IDB-Lab, TECNALIA-Colombia and Caribbean Export.

1.1 Scope of the Open Call #6

The EU-LAC Digital Accelerator has established a mechanism of Open Calls to support the development of partnerships between large corporations and startups 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 startups or innovative SMEs from the European Union, Latin America or the Caribbean. Eligible geographies and countries are:

- European Union: 27 member states, including Austria, Belgium, Bulgaria, Czech Republic, Croatia, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

- Latin America and the Caribbean: 33 countries, including Antigua and Barbuda*, Argentina, Bahamas*, Barbados*, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba*, Grenada, Guyana, Dominica*, Ecuador, El Salvador, Guatemala, Haiti*, Honduras, Jamaica*, Mexico, Nicaragua, Paraguay, Peru, Panama, Dominican Republic*, Saint Kitts and Nevis*, Saint Vincent and the Grenadines*, St. Lucia*, Suriname, Trinidad and Tobago*, Venezuela and Uruguay.

**Countries from the Caribbean.*

Selected applications will go through a programme structured into four 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	Access to our financial support	Financial support for Startups and SMEs to allocate resources and implement a PoC, travel, or send equipment.
4	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 to support the partnership throughout 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 prioritisation 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 six 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
Roadmapping	Define your customised plan and services to achieve your goals.
Proof of concept	Mitigate your risks before scaling up innovative solutions.
Business Case	Define your strategy to build an international business.
Investment & Scaling	Assess your readiness to scale and attract investment.

All beneficiaries will receive road mapping services, while the remaining services will be selected based on the beneficiaries' specific needs.

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

It will be carried out according to the needs of the participants, by involving them in networking sessions and events or providing visibility on the results of their acceleration. These will be organised by the EU-LAC Digital Accelerator.

1.3 Expected timeline

The following table outlines the expected timeline for the 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 eligible.

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

Milestone	Deadline
Open date of the Open Call	21 September 2026

Closure date of the Open Call	30 November 2026
Evaluation and notification of outcomes	Until 21 December 2026 *Applications can be evaluated and approved at any given time during the Open Call.*

2 Selection of beneficiaries

2.1 Who can apply to the Open Call #6?

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

1. The partnership must include at least one startup or innovative SME and one corporate partner, and all partners must be legally established in any country in the European Union, Latin America, or the Caribbean.

   For the purpose of this Open Call:

   I. The criteria which define a startup are:

      a) Have a headcount of a minimum of 2 employees and no more than 50.
      b) Have an annual turnover of a minimum of EUR 50,000 and no more than EUR 10 million.
      c) Its core business must be the development or integration of digital technologies.
      The criteria which define a scaleup or innovative SME are:

      a) Have a headcount of no more than 250 employees.
      b) Have an annual turnover of no more than EUR 50 million.
      c) Its core business must be the development or integration of digital technologies.

   II. The criteria which define a Corporate* are:

      a) Have a headcount of more than 50 employees.
      b) Have an annual turnover of more than EUR 10 million.
      c) It must have a digital challenge that requires a technological implementation.
      d) It must provide resources (funding, access to infrastructure, distribution network or experts, etc.) for the technological implementation.

   *If partnerships include companies from the Caribbean, it may be eligible even if they do not meet the minimum turnover and employee criteria.

   Companies must declare that they comply with these criteria. If required, EU-LAC Digital Accelerator reserves the right to request documentation to justify its eligibility.

2. Partnership members must come from at least two of the following geographical regions: the European Union, Latin America or the Caribbean.

3. Any existing partnership between the parties must be disclosed. 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.

5. Companies can participate in up to 2 acceleration processes, but each must involve different companies in the partnership. This applies both to companies that submit their applications to the Open Call and to partnerships generated through challenges published in EU-LAC Digital Accelerator and that request the acceleration services.

6. A partnership involving the same companies cannot submit more than one application.

2.2 Application form

The following information is required:

1. **Administrative information:** including the contact details of the partnership representative 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 that establishes the scope, commitments, and action plan of the partnership. The specific documents signed between the parties will not be required to be shared, as 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 take various forms, such as an MoU, an LoI, or any other document signed by the parties.

- The acceptance of the terms and conditions to receive acceleration services is as stated in 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 0 being the lowest score and 10 the highest. To be eligible for selection in the acceleration programme, all criteria must exceed 6 points. The evaluations are not binding and only enable the application to be submitted to the Evaluation Committee.

Evaluations are private and do not have to be shared with the applicants.

Applications coming from partnerships generated through the EU-LAC Digital Accelerator matchmaking activities are not required to be evaluated or approved. If a partnership is established in the EU-LAC Digital Accelerator, the next step will be to develop the roadmap, define the service delivery plan, and sign the collaboration agreement.

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	Criteria to evaluate applications
Market opportunity & scalability	☐ The business opportunity is clearly identified, and the expected impact is quantified. ☐ There is evidence that the partnership intends to develop the opportunity. ☐ The partnership has already defined initial plans to scale or integrate it into the market. ☐ The roadmap with milestones and timelines is established and aligned with scalability goals.
Degree of innovation	☐ The solution offers something new compared to existing solutions. ☐ The solution implies a novelty for the partnership. ☐ The competitive advantage of the solution is identified and justified. ☐ The expected improvement of the solution is quantified.
Implementation plan	☐ The partnership has some kind of agreement or will be in the short term. ☐ There is a clear goal and an explicit plan of activities to be implemented. ☐ There are clear needs, and the support requested from the Accelerator is clear. ☐ The Accelerator's services are justified and will help to implement the activities.
Team	☐ The team has the required roles and people to implement the activities. ☐ The responsibilities of each partner are identified. ☐ The team involves people from all the parties involved in the partnership. ☐ The genders of the team members are balanced.
Impact	☐ The partnership collaboratively addresses a digital transformation challenge. ☐ The partnership can lead to the development of new products or services. ☐ The partnership aims to generate new jobs or to improve digitalisation skills. ☐ The partnership contributes to reducing th e carbon footprint and environmental impact.

2.3.2 Evaluation process

Applications will be assessed by an Evaluation Committee, composed of representatives of the EU-LAC Digital Accelerator partners. The Committee will review the applications against the given criteria to decide which will be accelerated. Approval or rejection decisions must be reached by consensus between all representatives of the Committee.

Applications 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 Financial support

The EU-LAC Digital Accelerator may provide financial support to startups, scaleups or innovative SMEs as a complement to the acceleration services provided under the accelerator.

This financial support is exclusively linked to the execution of a Proof of Concept (PoC) supported by the EU-LAC Digital Accelerator, and it only covers the activities defined in the PoC Execution Plan agreed with the assigned service provider and annexed to the Collaboration Agreement.

Consequently, proofs of concept, pilots, or any other activities developed by the applicants outside the accelerator or not covered by a validated PoC Execution Plan are not eligible for this financial support.

3.1 Proof of Concept (PoC) Development

This grant covers the beneficiary's dedication to the PoC developed within the acceleration programme, defined in the PoC Execution Plan and supported by the EU-LAC DA team.

The conditions to apply for the grant are as follows:

- Only the startup or SME can be a beneficiary of the financial support.
- Each startup can be a beneficiary of the financial support only ONCE.
- EUR 7,000 in support will be provided to cover the dedication to proof-of-concept development or pilot project preparation, including the following items:
  - Adaptation.
  - Integration.
  - Testing preparation and execution.
- Activities carried out before the signature of the Collaboration Agreement, or outside the scope of the validated PoC Execution Plan, are not eligible.

It must be requested according to the following procedure:

- Partnerships having been approved to receive the acceleration services.
- Partnerships having signed the collaboration agreement within two months of the evaluation committee's approval.
- Partnerships attaching to the Collaboration Agreement a Proof of Concept (PoC) Execution. Plan according to the template provided in Annex 2. The provider of the “Support to the PoC” acceleration service must validate the execution plan.
- Partnerships having received the acceleration services that support the execution of the PoC during the timeline established in the Collaboration Agreement.
- Partnerships having completed the whole acceleration phase successfully.
- Partnerships having completed the PoC plan established at the beginning of the process.
- Members of the partnership having filled in a quality assurance questionnaire.

In addition, in preparation for potential audits, the partnership's mentor must compile evidence demonstrating the effective implementation and achievement of results for the Proof of Concept.

3.2 Travel

This support covers travel strictly required to execute the PoC developed within the acceleration programme.
The conditions to apply for the grant are as follows:

- The partnership must have signed the Collaboration Agreement and must be receiving a service related to a Proof of Concept (PoC) Execution.
- The partnership must have signed the Collaboration Agreement.
- The travel objective must be the execution of a Proof of Concept (PoC).

- Only the Startup or SME can be the beneficiary of the travel grant.
- In case more than one person from the startup travels, only one will be eligible for reimbursement.
- Maximum EUR 2,000 support will be provided for the following items:
  - Transport (business class not eligible).
  - Accommodation.
- If the travel expenses actually incurred are less than EUR 2 000, the amount actually spent shall be reimbursed.
- If the travel cost was incurred in a currency other than EUR, the amount in EUR to be invoiced in EUR should be calculated using the exchange rate in force in the month in which the payment was made, as referenced in InforEuro.

The procedure and documentation required to receive the budget will be shared by EU-LAC Digital Accelerator once the financial support is requested.

3.3 Transportation of equipment

This support covers the shipment of equipment strictly required to execute the PoC developed within the acceleration programme.

The conditions to apply for the grant are as follows:

- The partnership must have signed the Collaboration Agreement and must be receiving a Proof of Concept (PoC) Execution service
- The partnership must have signed the Collaboration Agreement.
- The objective must be testing technological solutions in a real environment.
- Only the Startup or SME can be a beneficiary of the travel grant.
- A maximum of EUR 1,500 in support will be provided for the following items:
  - Transport costs
- If the expenses actually incurred for the transport of equipment are less than EUR 1,500, the amount actually spent shall be reimbursed.
- If the cost of transporting equipment was incurred in a currency other than EUR, the amount to be invoiced in EUR should be calculated using the exchange rate in force in the month in which the payment was made, as referenced in InforEuro.

The procedure and documentation required to receive the budget will be shared by EU-LAC Digital Accelerator once the financial support is requested.

4 General information

4.1 Receipt of applications

The receipt of applications will close on 30 November at 23:59 (CET). Applications will be submitted only via the online form available on 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.

4.2 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.

4.3 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.

4.4 Privacy

All personal data will be processed by the EU-LAC Digital Accelerator in accordance with the EU-LAC Digital Accelerator privacy policy.

4.5 Publicity and visibility of EU funding

The beneficiaries must support the promotion of the EU-LAC Digital Acceleration programme by providing information on their participation in it. In particular, it will be requested to publish a quote about the partnership objectives and results and to publish the logo of the companies involved in the partnership in the EU-LAC Digital Accelerator website. The specific information to be provided will be agreed with the beneficiaries.

If applicable, photos or videos taken or recorded during the programme will be the 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.

4.6 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 set out in the annex.

4.7 Contact

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

5 Annex

5.1 Collaboration agreement for the acceleration of EU-LAC Partnerships

EU-LAC DIGITAL ACCELERATOR

Collaboration Agreement for the Acceleration of EU-LAC Partnerships

Date

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], 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 1**".

[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**".

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**".

Hereinafter referred to collectively as "**Beneficiaries**".

Hereinafter, all Service Providers and Beneficiaries are 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) within the EU-LAC Digital Alliance framework, focused on fostering multi-stakeholder and private-sector collaboration, competitiveness, digital skills, and innovation between Europe, Latin America, and the Caribbean.
3. To achieve its objectives, the EU-LAC Digital Accelerator has established a mechanism of Open Calls to support the development of partnerships between corporations and startups or innovative SMEs.
4. The partnership between [Beneficiary 1] and [Beneficiary 2] (hereinafter, the "**Partnership**"), has been selected to receive support from the EU-LAC Digital Accelerator.
5. The EU-LAC Digital Accelerator will provide acceleration services to support the development of the Partnership.

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 four 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 1 - Service Delivery Plan" that is necessary to implement this Agreement or exploit the results and that is:

1.3.1. owned or controlled by a Party prior to the date of signature of this Agreement; or

1.3.2. 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**:

1.6.1. 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.

1.6.2. 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 use their best efforts to carry out the activities detailed in "ANNEX 1 – Service Delivery Plan (SDP) and "Proof of concept execution plan". The duration may not be longer than 6 (six) months starting from the signature of this agreement. 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. OBLIGATION OF THE PARTIES

4.1. The Service Providers shall be responsible for:

- Delivering the services identified in ANNEX 1 and contributing to the achievement of the specified objectives.
- Effectively addressing 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 shall be responsible for:

- Duly contributing to performing the services, providing the required background or resources as described in ANNEX 1.
- Timely communicating to the Service Providers any issue or circumstance that may hinder the correct execution of the services described in ANNEX 1.
- The Service Providers shall use their best efforts to provide high-quality acceleration services in accordance with this Agreement. However, the Service Providers make no guarantees, warranties, or representations as to the success, effectiveness, or commercial viability of the services provided. The Beneficiaries expressly waive any claim against the Service Providers for lack of expected outcomes, financial losses, or business performance resulting from the services received under this Agreement. The Beneficiaries acknowledge that the acceleration services are provided as support tools and that ultimate business success depends on multiple external factors beyond the Service Providers.

5. FINANCIAL PROVISIONS

5.1. ANNEX 1 includes an estimated financial valuation of the Service Providers to effectively deliver their services. However, the Parties hereby agree that, although ANNEX 1 indicates the financial value of the services, no payment will be required by any Party concerning this Agreement. The amount is presented solely to provide an understanding of the financial value of the services and not to establish an obligation to make an actual payment.

5.2. ANNEX 2 contains the Proof of Concept execution plan.

5.3. Completion of ANNEX 1 and ANNEX 2 is compulsory to access the funding allocation that the EU-LAC Digital Accelerator could provide for the development of the Proof of Concept. The signature of this agreement doesn´t mean an assignment of any funding to the partnership. The criteria for the assignment of these funds are included in ANNEX 4. In addition, evidence of the PoC's execution and results must be compiled by the partnership's mentor. If needed, a reference template indicating the minimum information that must be collected as evidence (description of the tested solution, KPIs evaluation and results of the PoC) is included in ANNEX 3.

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

6.3.1. loss of profits, interest, savings, shelf-space, production and business opportunities;

6.3.2. lost contracts, goodwill, and anticipated savings;

6.3.3. loss of or damage to reputation or to data;

6.3.4. costs of recall of products; or

6.3.5. any other type of indirect, incidental, punitive, special or consequential loss or damage in relation to or related to 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 nonexclusive 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 in advance on all protective measures and the division of related costs.

In the specific case of the reports indicated as deliverables or results in “ANNEX 1 - Service Delivery Plan”, these shall be the property of the "Beneficiaries".

Notwithstanding the ownership rights established in this Agreement, each Service Provider shall retain a non-exclusive, royalty-free right to use the results generated under its respective activities for academic teaching, scientific research, and dissemination, provided such use complies with the confidentiality obligations of this Agreement. The Service Providers shall ensure that any confidential information used is anonymised unless explicit written consent is obtained from the disclosing Party.

8. ACCESS RIGHTS

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

The Service Providers shall have Access Rights to the 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 Providers 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 of services detailed in ANNEX 1 – SERVICE DELIVERY PLAN (SDP) of 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 Providers 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 the termination of this Agreement. This shall not prevent the Parties from negotiating, on a case-by-case basis, Access Rights for Exploitation of own Results under a separate written agreement after termination.

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 provisions of 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 for public promotion. 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 the property of the EU-LAC Digital Accelerator and may be used for press releases or publications by the EU-LAC Digital Accelerator, its partners, or the Funding Authority in accordance with national and international laws and regulations of Data Protection and Data Privacy.

No Beneficiary shall issue any press release, public statement, or external communication referring to the participation of the Service Providers in this Agreement without obtaining prior written approval from the relevant Service Provider. This restriction applies to, but is not limited to, marketing materials, interviews, website publications, and media appearances. Any unauthorised use of the Service Providers' names, logos, trademarks, or references to their participation may result in immediate termination of this Agreement by the affected Service Provider.

11. TERMINATION

The Service Providers 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) fail(s) to provide the required background, resources or any kind of information/data necessary for the Service Providers in order to carry out the Service Delivery within the timeframe indicated in the Service Delivery Plan.
- 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 EU-LAC DIGITAL ACCELERATION project is terminated by the Funding Authority. In this case, the parties shall agree on the assessment of the work completed up to the date of termination. The service providers will not be liable to the Beneficiaries in the event of such termination; therefore, the Beneficiaries will not be able to make any claim against the service providers.

12. FINAL PROVISIONS

Each Beneficiary's consistent level 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 requires 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.

Any amendment or modification to this Agreement shall be made in writing and signed by all Parties. No oral agreement shall be binding.

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.

SIGNATURES:

Done and signed by and providing one copy for each Party of this Agreement:

Mr. /Mrs: Position: Company:	Mr. /Mrs: Position: Company:	
Mr. /Mrs: Position: Company:	Mr. /Mrs: Position: Company:	

ANNEX 1 - Service Delivery Plan

1. Contact details.

Contact person of the beneficiaries and service providers involved in the acceleration process:

Contact details of the beneficiaries of the services	
Representative of the partnership:	
	Contact person: Email:
Other companies involved in the partnership:	
	Contact person: Email:
Contact details of the service providers	
Company:	Contact person: Email:
Company:	Contact person: Email:
Company:	Contact person: Email:

2. Milestones to be achieved during the acceleration process.

List of milestones to be achieved by the partnership during the acceleration, indicating its objective, responsible party (either any of the beneficiaries or service providers), and deadline to be achieved.

Milestone	**Objective**	**Responsible**	**Deadline**

3. Acceleration services.

Description of the services to be provided, including the activities to be conducted and deliverables. A separate table for each service must be included.

Service:	Start date:	End date:
Name of the service provider:		
Estimated value: €		
Description of the service and activities		
Description of the deliverables or results		

4. Impact and future plans

Description of the expected impact to be achieved after the acceleration is concluded and future plans.

5. Background included and resources provided

Description of the background and resources to be provided to effectively provide the services.

SERVICE PROVIDERS:

BENEFICIARIES:

ANNEX 2 - Proof of concept execution plan

1. Description of the PoC objectives (max. 10 lines)

PoC description should be oriented to demonstrate feasibility of the solution. What is going to be validated? What is the expected demonstration result? Explain what needs to be covered by the digital solution and the expected positive impact of the PoC results on your business.

2. Scope and limitations of the PoC (max. 10 lines)

Describe the critical functionalities (success criteria) to be tested, and that will determine the feasibility of the solution. Describe the context in which the PoC will be developed (real and simulated components, real-time and offline testing, etc.) and why.

3. Describe main KPIs related to PoC objectives achievement (min. 3 and max. 6)

List critical KPIs that will determine if success criteria of this PoC have been achieved, ensuring the feasibility of the solution.

KPI name	Describe why it is key for the PoC (objectives /needs relationship)
x	x
x	x
x	x
x	x
x	x
x	x

4. Execution plan

Complete tasks and results according to the three phases of the PoC proposed.

Task name	Description	Expected result
Phase 1. User needs, requirements and evaluation plan		
Phase 2. PoC implementation		
Phase 3. PoC Evaluation		

ANNEX 3 – Evidence of the PoC implementation and results

This section should be completed by the partnership mentor at the end of the acceleration process, once the PoC defined in *Annex 2* has been executed. It should be filled in by the partnership mentor or service provider for the PoC service defined in *Annex 1*.

The results of the PoC should be compared with points "*3. Describe main KPIs related to PoC objectives achievement"* and *"4. Execution plan"* of Annex 2.

A reference template for the compilation of the required information is as follows:

1. Description of the Tested Solution (max. 15 lines)

Describe the solution, functionality or process that has actually been tested during the PoC, and the conditions under which the test took place. If the scope has changed with respect to the execution plan, state the deviation and the reason for it.

2. KPI´s evaluation

State the hypotheses and success criteria that were set at the beginning of the PoC to determine its feasibility, as defined in sections 2 and 3 of Annex 2.

For each KPI, report the value measured, whether the target has been met, and the evidence that supports the measurement. Use "Achieved", "Partially achieved" or "Not achieved", and quantify the degree of achievement whenever the KPI allows it. Evidence must be verifiable and traceable: test reports, logs, dashboards, measurement datasets, user feedback forms, minutes of validation sessions, screenshots or demo recordings. Indicate for each item where the evidence is stored and who produced it.

KPI name	Target value	Value Obtained	Degree of achievement	Evidence
			Achieved / Partially Achieved / Not Achieved	

3. Results of the PoC (max. 15 lines)

Summarise the outcome of the PoC as a whole, and the conclusion reached on the technological feasibility of the solution.

Explain: 1.- Technological risks that have been cleared and those that remain open; the impact observed for the corporate and for the startup or SME (process improvement, cost or time reduction, new capabilities, quality of the solution); 2.- Lessons learned that modify the initial approach; and the decision taken by the partnership after the PoC (scale up, iterate on a second version, redefine the scope, or not proceed, in which case the justification is equally valid as a result). Include the next steps agreed between the partners and the expected timeline.

ANNEX 4 – Proof of Concept financial support criteria and procedure

Financial support to startups participating in selected partnerships will be allocated if meeting the following criteria:

- Partnerships having been approved to receive the acceleration services.
- Partnerships having signed the collaboration agreement from January 2025 onwards and within two months from:
  - For Partnerships applying through the fast track: The publication of the KAM's form and communication to the partnership members of this publication or the Declaration of Intent duly signed by the Partnership members. Keep a copy of these communications for verification purposes.
  - For Partnerships applying to the open call: Communication of the approval by the evaluation committee (partnerships externally generated) to be accelerated. Keep a copy of these communications for verification purposes.
- Partnerships attaching to the collaboration agreement a Proof of Concept (PoC) Execution Plan according to the template provided in Annex 1. **The provider of the "support to the PoC" acceleration service should validate the execution plan.**
- Partnerships having received the acceleration services that support the execution of the PoC during the timeline established in the collaboration agreement (approx. six months for the complete acceleration process).
- Partnerships having completed the whole acceleration phase successfully.
- Partnerships having completed the PoC plan established at the beginning of the process.
- Members of the partnership having filled in the quality assurance questionnaire and final statement.

The financial support conditions are as follows:

- Only the startup can benefit from the financial support.
- Each startup can be a beneficiary of the financial support only ONCE.
- EUR 7,000 support will be provided to cover the **dedication to proof-of-concept development** or pilot project preparation, including the following items:
  - Adaptation.
  - Integration.
  - Testing preparation and execution.

  (This grant does not cover dedication to acceleration service sessions or related tasks.)

In order to effectively manage the financial support, all claims must adhere to the following rules:

- A request form for financial support must be completed when signing the collaboration agreement: https://forms.gle/GHQZxTMiRv4uWsbk7. **This form should be filled in once the CA has been signed.**
- The financial support will be released upon receipt of a request letter to TECNALIA for the total amount (Annex 4). The request letter should be received no later than 6 weeks after the partnership has satisfactorily completed the acceleration process and filled in the final quality assurance questionnaire and final statement. Request letters received after this time period will not be processed.
- In addition, the Mentor shall provide a completion statement based on the information and evidence gathered from the Partnership, which will enable the coordinator to release the grant payment. The Mentor shall not be required to conduct any audit or technical validation, and shall not assume any liability to the Partnership regarding the release of the financial support, which remains the Coordinator's sole responsibility.
- The payment will be released within a maximum of one month from the date the invoice or claim form is issued by the startup.

- In preparation for potential audits, evidence demonstrating the effective implementation and achievement of results for the Proof of Concept must be compiled by the mentor of the partnership.

ANNEX 5 – PoC Reimbursement Request Letter

[**Complete name of the beneficiary**]

NIF:
Mr. / Ms. XXXXX
[Position]
[E-Mail
[Address]

For the attention of:

FUNDACIÓN TECNALIA RESEARCH & INNOVATION
NIF: G48975767
Ms. Naiara Uribe
Project Manager
naiara.uribe@tecnalia.com

Parque Científico y Tecnológico de Bizkaia
Astondo Bidea, Edificio 700.
E-48160 Derio (Bizkaia)

[Place], [Date]

SUBJECT: Request for financial support for the development of a digital proof of concept within the framework of the EU-LAC Digital Accelerator Program

Dear Madam:
We hereby request, by virtue of the participation of [Name of beneficiary entity] in the EU-LAC Digital Accelerator (EU-LAC DA) Program, that the TECNALIA Research & Innovation Foundation, in the exercise of its powers as project coordinator, grants non-repayable financial support in the amount of seven thousand euros (€7,000) to cover the costs of our team's work on developing a digital proof of concept within the framework of the aforementioned program.
Through this request, we confirm that we are aware that this financial support is subject to the following conditions, which have all been complied with:

1. **Purpose and nature of the financial support**
   The financial support is earmarked and must be used exclusively for implementing the digital proof of concept derived from the EU-LAC DA program, in the form of a non-repayable grant.Thus, the support will be provided to cover the dedication to proof-of-concept development or pilot project preparation, including the following items:
   - Adaptation.
   - Integration.
   - Testing preparation and execution.

   (This grant does not cover dedication to acceleration service sessions or related tasks.)

2. **Conditions for accessing the financial support**
   - [the beneficiary] is part of a partnership having signed a Collaboration Agreement with a Corporate and having been approved to receive the acceleration services within the EU-LAC DA.
   - [the beneficiary] is part of a partnership having signed the Collaboration Agreement from January 2025 onwards and within two months from the approval communication by the project team to be accelerated.

- [the beneficiary] has developed a Proof of Concept (PoC) Execution Plan according to the template provided by the project team.
- [the beneficiary] is part of a partnership having received the acceleration services that support the execution of the PoC during the timeline established in the collaboration agreement.
- [the beneficiary] is part of a partnership having completed the whole acceleration phase successfully.
- [the beneficiary] has completed the PoC plan.
- [the beneficiary] has filled in the quality assurance questionnaire and final statement.

Failure to comply with any of these conditions could result in the revocation of the financial support.

3. **Payment terms and methods**

This request should be received duly signed no later than 6 weeks after the partnership has satisfactorily completed the acceleration process and filled in the final quality assurance questionnaire and final statement.

The payment will be released to the following bank account within a maximum period of one month from the date this document is signed by [the beneficiary].

[BANK ACCOUNT DETAILS:
Bank Account Holder
Bank
IBAN
SWIFT / BIC

VAT and other indirect taxes are not eligible for reimbursement due to current INTPA financial regulations.

For this request to take effect, please sign and date

Yours faithfully,
Mr./Ms. XXXXXXX]
[Position]
[Complete name of the beneficiary]