



EUROPEAN INNOVATION COUNCIL AND SMES  
EXECUTIVE AGENCY (EISMEA)



## **Single Market Programme**

Call for expressions of interest for International Network  
Partners of the Enterprise Europe Network

SMP-COSME-2021-EEN-INTERNATIONAL

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## 1. INTRODUCTION

### 1.1 The purpose of the call

This is a call for expressions of interest in becoming International Network Partners of the Enterprise Europe Network ('the Network') for the period **from 1 January 2022 until 30 June 2025**<sup>1</sup>. The call is launched by the **European Innovation Council and SME Executive Agency (EISMEA)** ('the Agency'), on behalf of the **European Commission, Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs**<sup>2</sup> ('the European Commission').

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

Together with the European Commission, the Agency will select International Network Partners. To this end, suitable organisations may submit applications describing their approach to deliver Network services, taking into account opportunities and distinct challenges businesses face in their respective countries or regions. The Agency will sign Cooperation Agreements with successful applicants meeting the conditions outlined in this call.

### 1.2 Background: the Enterprise Europe Network

The Enterprise Europe Network helps businesses to innovate and grow in the EU Single Market (henceforth 'the Single Market') and beyond. It is the world's largest service provider for small and medium-sized enterprises ('SMEs') with international ambitions. Since its launch in 2008, the Network has played a crucial role in facilitating the access of European SMEs to the Single Market and third country markets where the Network is present and in providing growth-oriented, integrated business and innovation support services to help them compete.

The Network has delivered an impressive number of services with significant impact in terms of market positioning, cost savings and job creation for SMEs. Over 2.6 million SMEs benefitted from Network services, with more than 280,000 companies making over 850,000 international business connections and more than 160,000 companies taking advantage of tailored innovation support services. As a result, the Network is now the largest support network in the world for SMEs with international ambitions, active in over 60 countries.

A core part of the Network's success has been its willingness to continuously raise its standards and evolve to meet new challenges and opportunities, most recently through the introduction of 'Scale-up Advisors' in 2017. With the current Network due to expire at the end of 2021 in line with the expiration of its parent programme, the EU Programme for the Competitiveness of Enterprises and SMEs (COSME)<sup>5</sup>, in May 2021, the Commission and the Agency launched a call for

<sup>1</sup> This timeframe may be shorter depending for which cut-off date an application is submitted.

<sup>2</sup> [https://ec.europa.eu/growth/index\\_en](https://ec.europa.eu/growth/index_en).

<sup>3</sup> Regulation (EU) No 2021/690 of the European Parliament and the Council of 28 April 2021 establishing a programme for the internal market, competitiveness of enterprises, including small and medium-sized enterprises, the area of plants, animals, food and feed, and European statistics (Single Market Programme) and repealing Regulations (EU) No 99/2013, (EU) No 1287/2013, (EU) No 254/2014 and (EU) No 652/2014 (OJ L 153, 3.5.2021, p. 1–47).

<sup>4</sup> [https://eisma.ec.europa.eu/news/call-proposals-enterprise-europe-network-2022-and-beyond-open-2021-06-01\\_en](https://eisma.ec.europa.eu/news/call-proposals-enterprise-europe-network-2022-and-beyond-open-2021-06-01_en).

<sup>5</sup> Regulation (EU) No 1287/2013 of the European Parliament and of the Council of 11 December 2013 establishing a Programme for the Competitiveness of Enterprises and small and medium-sized enterprises (COSME) (2014 - 2020) and repealing Decision No 1639/2006/EC.

proposals under the Competitiveness of Enterprises and SMEs pillar of the Single Market Programme of the EU to identify client-oriented business support organisations based in the EU and in those countries associated to the Single Market Programme<sup>6</sup>.

This Network will be expected to build upon the existing strengths, expertise and achievements and take them to a new level. Most notably, the new Network will be expected to play a crucial role in helping all types of SMEs in their transition to more sustainable business models through dedicated ‘Sustainability Advisors’ and other sustainability services. It will also be expected to support SMEs’ digitalisation by helping them to adapt their processes, to use digital technologies and to develop new products and services using digital means. And above all, it will be expected to help SMEs to become more resilient, helping them to recover fully from the COVID-19 crisis and emerge stronger.

### 1.3 Background: International Network Partners

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

#### Countries covered by the Enterprise Europe Network



<sup>6</sup> Applicants need to verify whether their country is associated to the Single Market Programme. At this time, we cannot provide an exhaustive list of associated countries as negotiations are still ongoing. See section 10. ‘HELP’ below for more information.

This cooperation will be even more important in the coming period as SMEs around the world emerge from the crisis. Global markets are an ever more important source of long-term growth for businesses, and in particular for SMEs<sup>7</sup>. The crisis has underlined the importance for companies to rely on open and secure international markets.

With this in mind, and based on the recommendations made in the 2017 ‘EEN Strategic Vision for 2020 and beyond’<sup>8</sup>, the European Commission has decided to upgrade from BCCs to new International Network Partners. The aim is to offer a reinforced quality of services to ensure better matchmaking between European SMEs and those from third countries. The focus for selecting International consortia and partners will be on countries, which can already count on a good business and innovation support infrastructure and are willing to expand it.

This upgraded approach is in the mutual interest of the EU and potential International Network Partners, as it will help companies supported by the latter to access the EU Single Market. The Single Market is the largest trading bloc in the world with a population of 440 million and accounting for 16% of global trade<sup>9</sup>.

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

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

- Cooperate with a community of some 3,000 professional Network advisors across Europe, including sector experts, and across industrial ecosystems;
- Establish a preferential relationship with Europe’s leading business organisations in the Network to help their clients to find business partners in the EU;
- Improve their outreach towards European businesses that are developing cutting-edge industrial and green technologies and producing high-quality products and services also for international markets;
- Get privileged access to physical and virtual matchmaking events organised by the Network at major business events and fairs in Europe<sup>10</sup>;
- Join a dynamic matchmaking network to establish long-lasting commercial partnerships between European businesses and their clients. Every year the Network facilitates thousands of international business deals within the EU and beyond;
- Build up the capacity of their staff to support businesses through mentoring from experienced European Network Partners, free access to specialised Network trainings and transfer of good practices;
- Promote events or trade missions they organise to thousands of businesses across Europe and beyond.

<sup>7</sup> [https://trade.ec.europa.eu/doclib/docs/2021/february/tradoc\\_159428.pdf](https://trade.ec.europa.eu/doclib/docs/2021/february/tradoc_159428.pdf).

<sup>8</sup> [https://een.ec.europa.eu/sites/default/files/een\\_vision\\_20171006.pdf](https://een.ec.europa.eu/sites/default/files/een_vision_20171006.pdf).

<sup>9</sup> Source: Trade Policy Review 2021 Communication) [https://trade.ec.europa.eu/doclib/docs/2021/february/tradoc\\_159438.pdf](https://trade.ec.europa.eu/doclib/docs/2021/february/tradoc_159438.pdf).

<sup>10</sup> See Network Events Calendar for samples of past and upcoming events:  
[https://een.ec.europa.eu/events?f%5B0%5D=field\\_eventstartdate%3Anext\\_year](https://een.ec.europa.eu/events?f%5B0%5D=field_eventstartdate%3Anext_year).

In some cases, it will also allow International Network Partners to improve access to Horizon Europe, one of the world's largest research programmes fostering the innovation capacity of their clients.

Becoming an International Network partner comes without financial obligations on either side. However, it is indispensable for organisations based in third countries to commit adequate financial and human resources to play an active role within the Network.

## 2. STRUCTURE OF THE ENTERPRISE EUROPE NETWORK

### 2.1. International Network Partners of the Enterprise Europe Network

Applicants to this call should be organisations with an outstanding track record in providing business support services to companies in areas such as internationalisation, innovation, capacity building for SMEs, and willing to help SMEs increase their sustainability and digitalisation skills. They must have the required organisational competences and skilled staff to deliver tailor-made services to local and European businesses. International Network Partners, like European Network Partners, should group into consortia to ensure that all services outlined in this call can be provided to businesses in a particular region or country.

The executive management of applicant organisations need to demonstrate their keen interest in joining the Network. The application should describe how existing activities of the organisation can be linked to Network services to generate synergies for local businesses and build partnerships with European companies to exploit commercial opportunities in international markets. Most importantly, it is crucial for the executive management to commit the necessary financial resources to ensure that the organisation can adequately contribute to the excellence of the Network.

Each applicant consortium must be able to provide:

- **Internationalisation support and partnering services**, via market access advice and matchmaking services including technology transfer, and at least basic advisory services aimed at helping businesses meet EU regulatory requirements and benefit from Free Trade Agreements ('FTAs') signed by the European Commission;
- **Innovation support**, i.e. offering services to highly innovative businesses, including those who want to embrace digitalisation and adopt more sustainable business models;
- **Research collaboration services**, i.e. support industry-academia and business-to-business cooperation; including advice for businesses to participate where applicable, in major European research programmes, access funding through them and support businesses on cross-border research & innovation collaboration.

Priority will be given to applications from countries and/or trade blocs with which the EU:

- Concluded comprehensive FTAs<sup>11</sup>, economic partnership agreements and/or investment agreements;
- Established thriving research and innovation partnerships (e.g. via participation in European research programmes or cluster cooperation arrangements); or
- Already has in place a good business and SME-support infrastructure and is willing to invest in expanding it.

<sup>11</sup> <https://ec.europa.eu/trade/policy/countries-and-regions/negotiations-and-agreements/>

## 2.2. Network advisors

Applicants are required to ensure that all staff members assigned to the Network (referred to as 'Network advisors') have the **required qualifications** to fulfil their tasks to the highest quality standards. For more information about the requested skills for Network advisors, see section 6.7.' Staff competences'.

## 2.3. Sectoral and thematic specialisation

The sectoral knowledge of Network advisors remains a key asset for the Network. To use existing expertise and facilitate cooperation across the Network, Network partners are encouraged to take part in 'Sector Groups' focusing on economic sectors important for their region/country and their clients' needs. Sector Groups gather Network advisors with background and experience in specific industrial sectors who commit to work together to meet the needs of clients operating in this area.

Sector Groups may cover the following industrial ecosystems: Tourism, Mobility-Transport-Automotive, Aerospace & Defence, Construction, Agri-food, Energy Intensive Industries, Textile, Creative & Cultural Industries, Digital, Renewable Energy, Electronics, Retail, Proximity & Social Economy and Health. This list is only indicative and likely to evolve over time. The participation to Sector Groups may be eased especially in the case of remote third countries by the use of adequate IT platforms and virtual matchmaking IT tools allowing the setting up of virtual marketplaces, Brokerage Events and company missions<sup>12</sup>.

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

## 2.4. Target group of the Enterprise Europe Network

The Network's target group are innovative and growth-oriented companies with the ambition to grow internationally and find business partners outside their home country. All types of businesses may request the support of the Network, regardless of their size, sector or stage in the business cycle. The main target group of International Network Partners include:

- Small and medium-sized enterprises;
- Start-ups and scale-ups (with proven business models ready to scale in the home market and abroad).

To serve these Network clients, International Network Partners should also work closely with the following contacts and initiatives where relevant to their region:

- Associations and/or national contact points enabling local businesses to participate in European research programmes where necessary;
- European innovation and internationalisation initiatives such as the European Cluster Collaboration Platform (ECCP)<sup>13</sup> and the Low Carbon and Circular Economy Business Action in the Americas (LCBA)<sup>14</sup> which can generate multiplier effects;

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

<sup>13</sup> ECCP, <https://www.clustercollaboration.eu>.

<sup>14</sup> [https://ec.europa.eu/fpi/showcases/eu-solutions-low-carbon-technologies-and-circular-economy-markets-americas\\_en](https://ec.europa.eu/fpi/showcases/eu-solutions-low-carbon-technologies-and-circular-economy-markets-americas_en).

- European Commission services such as the Directorate-General for Internal Market, Industry, Entrepreneurship and SMEs as well as the EU Delegation in the applicant country.

Throughout this document, the target group will be referred to as ‘Network clients’.

## 2.5. Network governance

The Network will have a representative body with an advisory role, chaired by the European Commission. Its role will be to receive and disseminate information on EU priorities for the Network made by the Commission and the Agency, inform and advise them about views and issues in the Network, provide feedback on changing needs or implementation difficulties, and take a lead in implementing changes in the Network, acting as an interface with Network partners in their respective countries.

## 3. QUALITY OF THE SERVICES

The Network is built on a client-centric approach. This means designing services from the client’s perspective, with a focal point identifying the needs and ensuring close follow-up with the client, with the overall aim to generate concrete impact for businesses. The Network client journey includes all relationships and interactions between Network partners and their client SMEs. The example below showcases the Network client journey for an innovative EU-based company. International Network Partners should follow the same service process for their local clients.

### Case study for Network client journey

#### Company

An European company developed a revolutionary monitoring device, which reduces the energy needed for electric power systems. In order to further improve this device, the company is looking for a micro sensor technology with unique specifications. The company is also keen on entering new markets in Asia to scale.

#### Action plan

After the needs assessment, the Network advisor meets with the executive management to agree on an action plan with clearly defined milestones. Goal of this action plan: 'Innovative European company is looking for new technologies to refine its product and to scale up in Asian markets taking advantage of the EU-Singapore Free Trade Agreement'.

#### 3. Milestone in Network client journey

**Service:** The Network Advisor supports the European company to benefit from preferential tariffs, reduced paper work at customs and how to comply with industrial regulations in various Asian countries. In addition to the EU Trade Portal ('Access2Markets'), the Network advisor exchanges vital market intelligence with the Network partner in Singapore.

**Advisory Achievement:** The company benefits from the Free Trade Agreement signed between the EU and Singapore, resulting in lower tariffs for the exported products and hence lower prices for cutting-edge European technology for Asian consumers.

#### Impact

After 18 months, the European Network advisor meets with the management of the company to review whether the goals defined in the action plan are achieved. If this is the case, the Network advisor surveys the client’s satisfaction and the impact achieved (increase in turnover, profits, etc.). If the goals are not achieved, the Network advisor draws up a new action plan.

#### Needs assessment

The Network advisor visits the company to carry out a needs assessment, i.e. the Network advisor evaluates the quality of the product, market potential, production facilities, specific technology needs and internal production processes. The Network advisor evaluates if the company meets the necessary conditions to grow and scale-up in new markets.

#### 1. Milestone in Network client journey

**Service:** The European Network advisor publishes a technology request in the Network’s Technology Database. With the help of the Korean Network partner, the European company could identify a Korean micro sensor technology with the required specifications.

**Partnering Achievement:** The Korean and European company sign a licensing agreement for the sought technology.

#### 2. Milestone in Network client journey

**Service:** The European Network advisor is looking for distributors to sell the products in the fast growing South-east Asian markets using Singapore as hub. Together with the Network partner in Singapore, the European Network advisor identifies several relevant matchmaking events at major fairs in Asia focusing on ‘green technologies’. The Network advisor prepares his client for face-to-face meetings with potential new business partners in Asia.

**Partnering achievement:** The European company signs an exclusive distribution agreement with a business based in Singapore to sell their products in Asian countries. Both companies also sign a letter of intent to joint further develop the technology and to adapt it to market specificities in South-east Asia.

Annex I below describes the client-centric approach and the Network client journey adopted by the Network and the interaction between Network partners as part of the ‘hub and spoke model’.

## 4. SERVICES AND ACTIVITIES

International Network Partners will carry out the following activities:



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

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

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

The Network's main aim is to provide value-added services that help companies enhance their competitiveness and innovative capacities to grow and develop their business outside their home country. Against this backdrop, International Network Partners will provide partnering and advisory services to their clients and with the aim of building partnerships with European companies to exploit commercial opportunities in international markets.

##### Partnering services

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

- Business and commercial cooperation;
- Innovation partnerships as well as technology and knowledge transfer;
- Where applicable collaboration fostering joint research & development activities between businesses leading to the participation in European research programmes (such as Horizon Europe).

As an important part of the Network client journey, this support covers the entire partnership process from the identification of suitable partnering opportunities to accompanying advisory services and assistance to ensure a successful entry into the target markets.

International Network Partners need to aim some of their services at increasing sustainability and digitalisation, i.e., building partnerships between SMEs willing to develop sustainable business models and embrace digitalisation.

The range of partnering services of International Network Partners should include:

- **Generation of business and technology partnerships** and organisation of virtual face-to-face matchmaking meetings making use of the Network IT platform. This includes:
  - in-depth analysis of Network clients' needs and capacities and drafting of partnering profiles (technology and business offers and requests);
  - identifying profiles that suit Network clients' needs and creating expressions of interest on their behalf;
  - disseminating profiles entered by European Network Partners to local companies and potential business partners, as well as active search for matching companies;
  - preparing Network clients for virtual face-to-face meetings with potential European business partners.
- **Organisation of international (physical/hybrid/virtual) business matchmaking events**, including sectorial events, company missions and brokerage events and participation in large international fairs. Such events should be organised in cooperation with European

Network partners. The focus of these matchmaking events should be to facilitate international commercial and technology cooperation as well as forming consortia for joint participation in European research programmes.

This also includes the mobilisation of local clusters, supporting cluster-to-business and business-to-business brokerage events in the framework of cluster matchmaking events organised with third countries by the European Cluster Collaboration Platform<sup>15</sup>.

- **Support for international trade missions.** This includes the identification of potential local business partners for European companies. There should be a joint effort among all Network partners to help businesses to take full advantage of preferential trade arrangements linked to free trade agreements.

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

### Advisory services

International Network Partners should provide advisory services on innovation, internationalisation, national industrial regulations, free trade agreements and, where applicable, European research programmes. International Network Partners should provide advisory services to their Network clients as 'hub', and to European companies keen on doing business in the country/region they cover as 'spokes'. The following topics should be part of the range of advisory services:

- **Capacity building**, including:
  - **Tailor-made advice** for businesses to overcome barriers to innovation and internationalisation and help them to find suitable business partners in the EU and/or countries associated to the Single Market Programme;
  - **Business and innovation reviews** to identify Network clients' business and technology needs; and then to publish technology requests or offers via the Network IT platform;
  - **Business peer-to-peer learning** hosted by European Network Partners, offering the opportunity for Network clients to meet with their peers from around the world and to exchange their knowledge and experience.
- **Internationalisation**, including:
  - **Advisory services** to help local Network clients and European companies find business partners and identify business opportunities abroad;
  - **Exchange of market intelligence** with European Network Partners and European industry clusters about their home market. This should include national standards, intellectual property rights, public tenders open to international bidders, safety regulations, sanitary certification requirements as well as industrial rules and regulations. It could also take the form of signposting to national authorities and/or information portals – and if necessary – to other reliable service providers in the country;
  - **Trade related services** helping Network clients to benefit from preferential arrangements linked to free trade agreements. This includes signposting and/or facilitating contacts with national customs authorities or other trusted services

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<sup>15</sup> <https://clustercollaboration.eu/>

providers in the country (if necessary).

- **Innovation**, including:
  - **Innovation advisory services** to facilitate international technology transfer agreements; and to raise awareness on intellectual property protection and help businesses valorise their intellectual assets at international level;
- **Where applicable Research**, including:
  - **Advisory services** about European research funding available under the Horizon Europe research programme. This includes awareness-raising events as well as competence building workshops focusing on hands-on advice to prepare quality proposals. If applicable, these events should be organised in close cooperation with Horizon Europe National Contact Points.

Research support services are particularly relevant to International Network Partners located in countries associated to Horizon Europe<sup>16</sup>. The application should highlight whether the country is already associated or whether national policy makers intend to make a request to join the research programme in the near future.

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

International Network Partners need to promote the Network and its services among local businesses and multipliers. They should use success stories showcasing how the Network generates impact for local businesses. This should incorporate the regular use of cost-effective external communication tools, including social media and online tools and, communication partnerships with national media or business associations or clusters with a wide reach into the local business community.

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

All Network advisors should regularly connect to the Network IT platform to interact with their European counterparts. The Agency will also make available a Network directory in which Network advisors should display their professional experience and contact details. The application needs to include a communication strategy to attract potential Network clients in the region/country. This communication strategy should comprise a:

- Overview of planned communication/promotion activities;
- Objectives, target audiences, key messages, proposed tools and social media channels;
- Commitment to give adequate visibility to the Network and its services within their own organisations;
- Intention to feature the Network name and logo on the official website of their organisations;
- Commitment to follow the Network's branding guidelines, and the more specific guidelines for International Network Partners;

<sup>16</sup>[https://ec.europa.eu/info/research-and-innovation/strategy/support-policy-making/shaping-eu-research-and-innovation-policy/evaluation-impact-assessment-and-monitoring/horizon-europe\\_en](https://ec.europa.eu/info/research-and-innovation/strategy/support-policy-making/shaping-eu-research-and-innovation-policy/evaluation-impact-assessment-and-monitoring/horizon-europe_en).

- Intention to share success stories with the Agency. Some of these stories may be promoted at European level via corporate communication channels as success stories of the Network according to communication needs and priorities;

Commitment to set up a regularly updated Network website for the entire consortium; in English and in the language of the country where the international consortium is based.

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

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

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

- Seek membership in Sector or Thematic Groups or any other expert group formally organised by the Network, the Agency and/or the European Commission;
- Participate in trainings and workshops organised by the Agency, the European Commission or European Network Partners. Trainings usually take place in Brussels, European countries or online. Trainers are a mix of Network advisors, external experts and Agency or European Commission staff;
- Act as a trainer or speaker in Network trainings, workshops and at the Network's Annual Conference;
- Organise trainings and webinars for European Network Partners, industry clusters and their clients, e.g., on business opportunities, research and innovation topics, local business culture;
- Attend (virtually or physically) the Network's Annual Conference. Participation is crucial to make one-self known within the Network and find European Network partners co-organise matchmaking events or trade missions;
- Participate in peer-to-peer learning programmes such as the Network's mentoring scheme, staff exchanges and study visits organised by all Network partners with vast experience and specific expertise;
- Share quality content, articles, and news with European Network Partners via the Network IT platform;
- Participate in consortium, national and regional meetings;
- Importantly, less experienced International Network Partners should seek support from an experienced European Network partner who will act as their mentor throughout the implementation of the project.

In addition to the activities indicated above, one partner in the consortium should assume the role of project coordinator. The project coordinator is the first point of contact for the Agency regarding contractual or operational issues and/or reporting obligations. The project coordinator ensures the smooth functioning of the consortium.

The coordinator has the responsibility to overlook the implementation of the work programme,

monitor whether all partners are on track achieving their set targets and liaise with the Agency whenever appropriate. The project coordinator shall also ensure that all other important stakeholders in the local innovation eco-system know about upcoming Network events and cooperate with the consortium.

## 5. MEASURING PERFORMANCE AND EFFICIENCY

Performance and efficiency of the International Network Partners will be measured using the following performance indicators:

### Unique clients in the client journey

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

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

### Achievements

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

#### Partnering Achievements

International Network Partners must generate Partnering Achievements (PAs)<sup>17</sup> with the **contribution of at least one European Network Partner**. Partnering Achievements lead to a positive outcome for the Network clients concerned. They mark the successful conclusion of a concrete, medium- to long-term collaboration between a client of the International Network Partner and a client of a European Network partner (based either in the EU or country associated to the Single Market Programme). The result of this collaboration is associated with considerable, measurable and/or identifiable impact for the Network client.

#### Advisory Achievements

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

<sup>17</sup> Partnership achievements may be: business, technology transfer, research Pas.

<p><b>Contribution to other Network partners' client journeys</b></p>	<p>identifiable impact for the client.</p> <p>Advisory services may cover the following topics: Internationalisation, innovation, participation in EU research and innovation programmes (such as Horizon Europe), intellectual property protection, assistance for participation in international public tenders, support to exploit preferential trade terms linked to a free trade agreement, market intelligence (national rules &amp; regulations, standards, certifications requirements, opening a branch, etc.), sustainability, digitalisation or resilience.</p> <p><b>Important remark:</b> it should be noted that International Network Partners must always reach Achievements with the <b>contribution of at least one more European Network Partner</b> (via the hub and spoke model). Both Network partners will then report the Achievement together in the Network IT platform. Achievements have a clear international dimension and demonstrate the Network effect. They are important milestones in the Network client journey.</p> <p>In line with the terms and conditions set out in the Cooperation Agreement, the Agency <b>cannot consider as Achievements</b> positive outcomes for Network clients generated with the contribution of <b>two different International Network Partners</b>. The activities and services of International Network Partners need to target the EU Single Market and/or countries associated to Single Market Programme.</p> <p>This performance indicator counts the number of services provided to another Network partner's client journey. This indicator relates to the Network effect and captures the hub and spoke model. It measures the contribution as a spoke to the client journey of another Network partner.</p> <p>There are often situations encountered during the work of the Network advisor when he or she needs to reach out for expertise from Network colleagues in other organisations or countries to address client's needs. This type of support is sought with the aim of receiving professional support.</p> <p>All Network advisors are expected to provide support services to other Network colleagues in matters where they have highly skilled or specialised competencies that can address the needs of that Network partner's client. The contribution may include the same topics as indicated under Achievements above.</p>
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International Network Partners will set annual targets for the number of

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

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

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

indicators for the performance monitoring of the International Network Partners will be automated in the Network IT platform.

## 6. REQUIREMENTS FOR INTERNATIONAL NETWORK PARTNERS

### 6.1. Eligible participants

To be eligible, the applicants must be:

- Legal entities (public or private bodies);

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

- EU Member State or overseas country or territory linked to it; **nor** in
- Third country associated to the Single Market Programme<sup>18</sup>.

Specific cases:

Natural persons — Natural persons are not eligible.

International organisations — International organisations are not eligible.

Entities without legal personality — Entities which do not have legal personality under their national law may exceptionally participate, provided that their representatives have the capacity to undertake legal obligations on their behalf, and offer guarantees for the protection of the EU financial interests equivalent to that offered by legal persons.

Legal entities created under EU law<sup>19</sup> — legal entities created under EU law cannot be part of the consortium.

Applicants from the United Kingdom — since the United Kingdom has so far not requested to participate in the Single Market Programme, entities based in the United Kingdom will be eligible to participate in this call.

EU restrictive measures — Special rules apply for certain entities (e.g. entities subject to EU restrictive measures under Article 29 of the Treaty on the European Union (TEU) and Article 215 of the Treaty on the Functioning of the EU (TFEU)<sup>20</sup>, and entities covered by Commission Guidelines No 2013/C 205/05<sup>21</sup>). Such entities are not eligible to participate in any capacity, including as affiliated entities, associated partners subcontractors or recipients of financial support to third parties (if any).

### 6.2. Type of organisations sought

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

<sup>18</sup> At this stage it is not possible to provide an exhaustive list of non-EU countries associated to the EU Single Market Programme. This list of countries will be made available to International Network Partners via the Network IT platform. In the past, countries such as Turkey, Ukraine or Serbia were associated to the predecessor programmes of the Single Market Programme.

<sup>19</sup> EU-funded networks and/or centres set up outside the EU fostering the internationalisation and innovation capacity of EU-based companies are eligible to apply to this call for expressions of interest.

<sup>20</sup> Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the EU Sanctions Map.

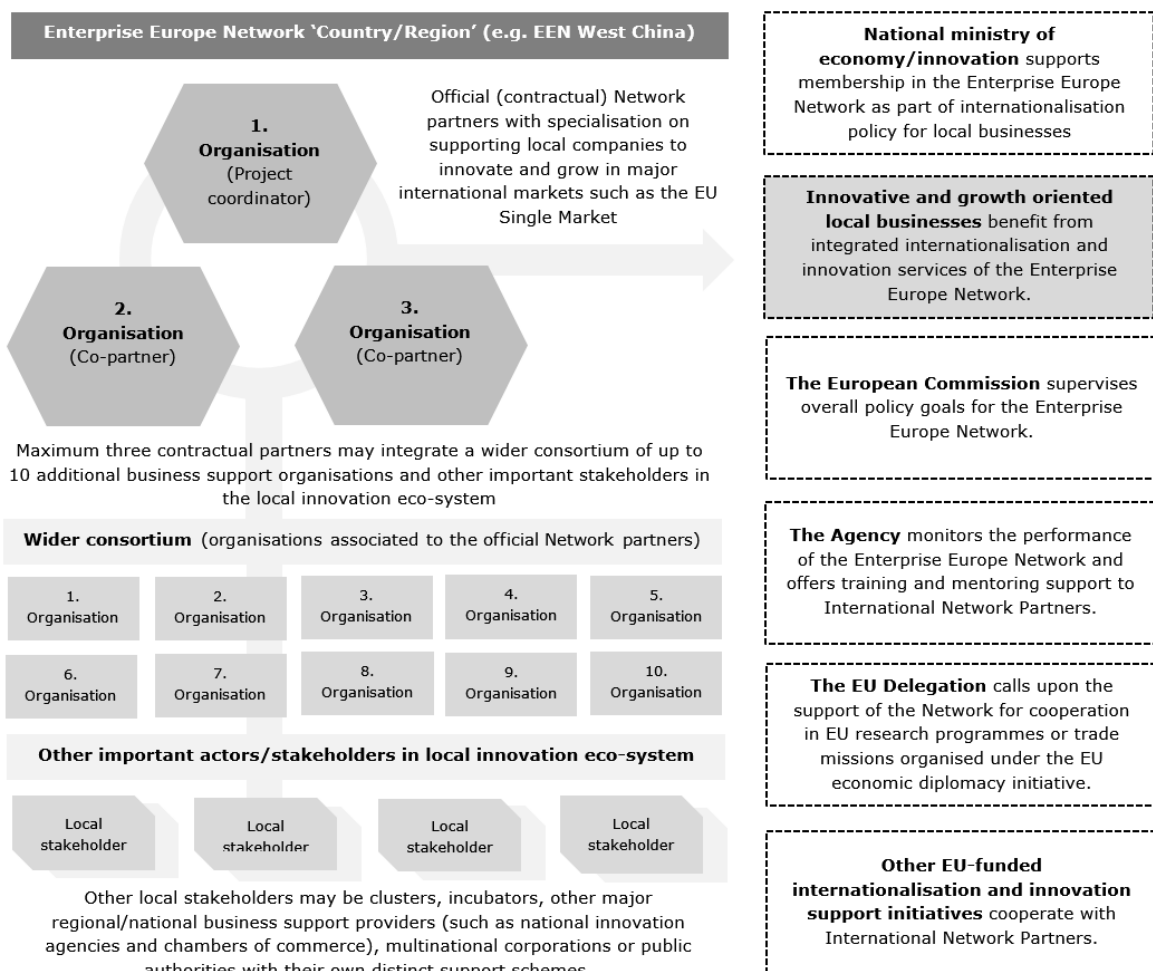
<sup>21</sup> Commission guidelines No 2013/C 205/05 on the eligibility of Israeli entities and their activities in the territories occupied by Israel since June 1967 for grants, prizes and financial instruments funded by the EU from 2014 onwards (OJEU C 205 of 19.07.2013, pp. 9-11).

The following type of organisations may apply for this call<sup>22</sup>:

- Business support organisations such as sector and industry associations, export agencies, chambers of commerce, technology transfer centres, business incubators;
- National or regional trade promotion organisations;
- Business organisations and/or businesses representative organisations;
- National & Regional development agencies;
- National or regional Innovation agencies and research organisations such as universities and alike.

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

### 6.3. Structure of a consortium



<sup>22</sup> This list is deemed non-exhaustive and purely indicative.



To cover the full scope of services, applications should be submitted by a consortium made up of **at least two** organisations in the selected region or country. Applications from a single organisation could only be accepted if they cover the full range of services described in the call. Depending on the size of the country or region to be covered, a consortium may include a **maximum of three organisations**<sup>23</sup>. These organisations will become the official Network branch in the region or country. The names of these organisations will feature on the official webpage on the Network and their staff will be granted full access rights to the Network IT platform.

In addition, applicants may nominate up to ten organisations, which will constitute the **‘wider consortium’**. These organisations will support the up to three **official International Network Partners** and may contribute to the provision of Network services (such as matchmaking events, trade missions, advice on industrial rules and regulations or trade issues).

The wider consortium will be associated to the official International Network Partners but will have no direct access to the Network IT platform. For this reason, the role of the project coordinator remains crucial in each consortium. The project coordinator needs to ensure that the wider consortium receives all necessary information about planned matchmaking events and can support the activities of the official International Network Partners. Organisations which are part of the wider consortium could eventually be invited by the Agency to become official / contractual partners of the Network. However, this will depend on their aspirations and overall performance.

Applications covering multiple countries are possible in principle. However, such applications will be scrutinised on their operational and financial capacity to provide Network services spanning several countries.

#### 6.4. Geographical coverage

In most countries, a single consortium may be able to cover the entire market and reach out to most local businesses. However, this may be more difficult in larger countries such as China, India or the United States. Given the importance of these markets, it will be possible to set up several consortia. In such cases, the regional coverage of the different consortia could overlap. Therefore, applications should consider the existence of further consortia in their country and describe how to cooperate with them. The Agency reserves the right to sign Cooperation Agreements with more than one consortium to cover the same country or market.

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

#### 6.5. Cooperation with European Network Partners

European and International Network Partners usually engage if both sides have Network clients keen on finding business partners in their respective markets. It needs to be underlined that **Network partners cooperate without charging each other any fees.**

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<sup>23</sup> Exceptions are only possible in duly justified circumstances (e.g. for organisations located in European countries with which the EU has historically strong trade ties). However, these exceptions need to be pre-approved by the European Commission and Agency before the deadline for the call.

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

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

However, International Network Partners must never charge European Network Partners or European companies for Network services. Only in exceptional cases, it may be possible for International Network Partners to levy moderate registration fees from European companies for exclusive matchmaking events taking place at international fairs. The Agency reserves the right to **discontinue the Cooperation Agreement** with International Network Partners charging fees to European Network Partners and European companies.

The Enterprise Europe Network remains a ‘Euro-centric’ business support network, i.e. International Network Partners must direct their activities and services towards the EU Single Market and/or countries<sup>24</sup> associated to the Single Market Programme. The Cooperation Agreement with the Agency does not cover the use of the Network IT platform for any other international markets.

## 6.6. Organisational competences

Organisations applying to this call for expressions of interest must have the know-how, qualifications and financial resources to offer Network services throughout the entire contractual period. This capacity will be assessed as part of the ‘Quality’ admission criterion based on the competence and experience of the applicants and their teams, including operational resources (human, technical and other) or, exceptionally, the measures proposed to obtain it when joining the Network.

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

- Show that they have the capacity to reach out to the Network’s target group and address the local business community. Network partners should avail of a wide, suitable client base;
- Demonstrate how they provide partnering, advisory and capacity building services through a clearly defined, documented and monitored impact-driven delivery process. This must include a description of the following capacities:
  - Experience in assisting companies in international commercial and/or technology and research-oriented partnerships from identification of specific needs to the signature of long-term business and technology cooperation;

<sup>24</sup> At this stage it is not possible to provide an exhaustive list of non-EU countries associated to the Single Market Programme as negotiations are still ongoing. In the past, countries like Turkey, Ukraine or Serbia were associated to the predecessor programmes of the Single Market Programme.

- Experience in assisting businesses undergoing periods of high growth and international expansion based on innovative products and services;
- Experience in providing services on research and innovation cooperation, including activities linked to EU research programmes;
- Ability to work with leading European business support organisations in an international innovation and technology oriented Network.

### 6.7. Staff competences

Each international Network Partner part of an applicant consortium needs to nominate a **minimum of three persons** who will work at least part-time as advisor for the Network. Their combined work should match at least that of a full time equivalent. For large countries, the commitment in working days should be proportional to the dimensions of the population and economy and go beyond that of a single full time equivalent. All Network advisors have to publish their professional profile in the Network directory on the Network IT platform. This profile should include information about the professional expertise/background and contact information. Sharing this information is considered necessary to ensure that Network advisors can find competent contact points in different countries.

Network advisors delivering services to businesses should have:

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

The application must include short summaries of the CVs of the operational staff nominated to become Network advisors. Moreover, staff continuity is considered very important in the Network. Where staff changes are unavoidable, the integration of new equivalent qualified staff should be facilitated as much as possible. In case of departures, organisations have to transfer the acquired knowledge to new staff.

## 7. TIMETABLE AND SUBMISSION DEADLINES

Indicative timetable			
Call opening	7 July 2021		
	1 <sup>st</sup> cut-off date	2 <sup>nd</sup> cut-off date	3 <sup>rd</sup> cut-off date
Deadline for submission	30 September 2021 17:00 CET (Brussels)	31 March 2022 17:00 CET (Brussels)	15 December 2022 17:00 CET (Brussels)
Assessment	October– November 2021	April - May 2022	December 2022 –

			February 2023
<b>Information on assessment results</b>	December 2021	June 2022	March 2023
<b>Signature of Cooperation Agreement</b>	December 2021	June 2022	March 2023

## 8. SUBMISSION REQUIREMENTS<sup>25</sup>

Applications must be submitted before the call deadline for the selected cut-off date.

Applications must be submitted electronically via the [EUSURVEY portal](#)<sup>26</sup>. Paper applications are not possible

Applications must be submitted using the form provided for International Network Partners.

You may submit your application in any official EU language. However, for reasons of efficiency, we invite you to submit your proposal in English.

Applications must be complete and contain all parts and supporting documents.

The Application consists of:

- **Application form for International Network Partners** (see 'ANNEX II – APPLICATION FORM FOR INTERNATIONAL NETWORK PARTNERS' below), containing:
  - Administrative information about all applicant organisations;
  - Description of the implementation of the different activities and services and short summaries of the CVs of the proposed Network advisors.

- **Letter of recommendation** for the application from the EU Delegation<sup>27</sup> present in the country (to be uploaded as PDF file).

There is no specific template for the letter of recommendation. The EU Delegation should be asked to endorse their support for your participation in the Enterprise Europe Network in writing.

Your application must be readable, accessible and printable.

Applications must be **limited to a maximum of 25 pages** (excluding administrative information about applicant organisations).

## 9. EVALUATION AND ADMISSION PROCEDURE

Applications will first be checked for formal admissibility requirements (as outlined in Section 8. 'SUBMISSION REQUIREMENTS' above).

<sup>25</sup> The reply to this call for expressions of interest involves the recording and processing of personal data (such as name, addresses and CVs). Such data will be processed pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data (OJ L 295, 21.11.2018, p.39-98). Unless indicated otherwise, the questions and any personal data requested that are required to assess the application in accordance with the criteria set out in this call for expressions of interest will be processed solely for that purpose by the Agency. For more information see the Data protection notice on: [general EISME DPN](#).

<sup>26</sup> <https://ec.europa.eu/eusurvey/runner/CALL-EEN-INTERNATIONAL>.

<sup>27</sup> [https://eeas.europa.eu/headquarters/headquarters-homepage/area/geo\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/area/geo_en).

An assessment committee nominated by the Agency will then assess the applications against a set of defined admission criteria (see section 9.2. 'Admission criteria').

The assessment committee will offer applicants who pass the required threshold the signature of a Cooperation Agreement.

In case applicants whose score remains only marginally below the required threshold, the assessment committee may decide to hold interviews, typically organised as video conferences. In these interviews, applicants will be given the opportunity to present their project to the assessment committee.

Following this interview, the assessment committee may either decide to:

- Keep the score, and hence to reject the application; or
- Reconsider the application which may lead to increasing the score above the required threshold.

In the latter case, the applicant will be offered to sign a Cooperation Agreement with the Agency.

All applicants will be informed about the evaluation result by email. This email will comprise a short feedback why the applications was successful or remained below the required threshold.

Unsuccessful applicants are invited to seek adequate mentoring from an experienced European Network Partner and to re-apply during later cut-off dates, addressing the shortcomings highlighted in the feedback email.

### **9.1. Exclusion criteria**

Applicants in one of the following exclusion situations cannot participate:

- bankruptcy, winding up, affairs administered by the courts, arrangement with creditors, suspended business activities or other similar procedures;
- guilty of grave professional misconduct<sup>28</sup> (including if done by persons having powers of representation, decision-making or control, beneficial owners or persons who are essential for the implementation of the project);
- guilty of fraud, corruption, links to a criminal organisation, money laundering, terrorism-related crimes (including terrorism financing), child labour or human trafficking (including if done by persons having powers of representation, decision-making or control, beneficial owners or persons who are essential for the implementation of the project); or
- any other situation provided for in Article 136 of the EU Financial Regulation<sup>29</sup>.

### **9.2. Admission criteria**

The **admission criteria** for this call are as follows:

<sup>28</sup> Professional misconduct includes violation of ethical standards of the profession, wrongful conduct with impact on professional credibility, false declarations/misrepresentation of information, participation in a cartel or other agreement distorting competition, violation of IPR, attempting to influence decision-making processes or obtain confidential information from public authorities to gain advantage.

<sup>29</sup> Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012.

- **Relevance:** clarity and consistency of project, objectives and planning; extent to which they match the themes and priorities and objectives of the call; potential to develop mutual trust/cross-border cooperation **(25 points)**
- **Quality:**
  - **Project design and implementation:** the level of ambition and objectives; technical quality; logical links between the identified problems, needs and solutions proposed (logical frame concept); methodology for implementing the project (concept & methodology, management, procedures, timetable, monitoring and evaluation); feasibility of the project within the proposed time frame; sufficient/appropriate financial resources for proper implementation **(25 points)**;
  - **Project team and cooperation arrangements:** quality of the consortium and project teams; appropriate procedures and problem-solving mechanisms for cooperating within the project teams and consortium **(25 points)**;
- **Impact:** ambition and expected long-term impact of results on target groups in terms of international business and technology partnerships signed with European businesses; appropriate dissemination strategy for ensuring sustainability and long-term impact **(25 points)**.

Admission criteria	Minimum pass score	Maximum score
<b>Relevance</b>	<b>13</b>	25
<b>Quality</b> — Project design and implementation	<b>13</b>	25
<b>Quality</b> — Project team and cooperation arrangements	<b>13</b>	25
<b>Impact</b>	<b>13</b>	25
<b>Overall pass score</b>	<b>70</b>	<b>100</b>

Maximum score: **100 points**.

Individual thresholds per criterion: **13/25 points**.

Overall threshold: **70/100 points**.

Applications that pass the individual thresholds and the overall threshold will be considered for signing the Cooperation Agreement if also all other required criteria outlined in this call for expressions of interest are met. All other applications will be rejected.

### 9.3. Signature of the Cooperation Agreement

Successful applicants will be invited to sign a Cooperation Agreement with the Agency (see 'ANNEX III – MODEL COOPERATION AGREEMENT' below). This agreement will set the terms and conditions for their membership in the Network. The agreement will be prepared electronically by the Agency and then sent by email (in PDF format) to the consortium for signature.

The consortium partners may then opt either to

- use national e-signature tools (including legally binding certification of the signed document);

or if there exist no certified e-signature tools at national level to

- sign the Cooperation Agreement with ‘blue ink’ and send the scan to the Agency by Email. In this case, the original signed paper version of the agreement should also be sent back to the Agency by express mail.

Once the Agency has received back the signed Cooperation Agreement, it will be countersigned by the authorising officer in charge including time stamp and legally binding certification. A copy of the agreement will then be passed to the Network partners.

#### 9.4. Starting date and duration

The starting date and duration will be indicated in the Cooperation Agreement. The duration of the agreement for the 1<sup>st</sup> cut-off date will be 42 months, **from 1 January 2022 until 30 June 2025**. In case applications are submitted for the 2<sup>nd</sup> and 3<sup>rd</sup> cut-off date, the duration of the project will be shorter. All Cooperation Agreements will end on 30 June 2025, regardless of their date of entry into force.

#### 9.5. Ethics & security

Applications and the proposed projects must **comply with**:

- Ethical principles<sup>30</sup>; and
- Applicable EU, international and national law.

and may **not**:

- Have a military focus.

Applicants from countries or territories currently in the state of war that would render an active participation in Network activities impossible cannot apply to this call for expressions of interest.

## 10. HELP

Applicants may contact the Agency for questions related to the submission and preparation of the application. Send questions to the following email address:

EISMEA-EEN-INTER@ec.europa.eu

All questions will be anonymised and published in a frequently asked questions document (FAQ) on the call webpage<sup>31</sup> of the Agency within 5 working days. Moreover, the Agency plans to host a virtual information day for this call for expressions of interest. The exact date and further information will be published on the Agency’s website as soon as available.

<sup>30</sup> International Network Partners must ensure that the activities and services proposed do not: aim at human cloning for reproductive purposes; intend to modify the genetic heritage of human beings which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads, which may be financed), or intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

<sup>31</sup> [https://eisma.ec.europa.eu/funding-opportunities/calls-proposals/call-expressions-interest-international-partners-enterprise\\_en](https://eisma.ec.europa.eu/funding-opportunities/calls-proposals/call-expressions-interest-international-partners-enterprise_en).

## ANNEX I – CLIENT CENTRIC APPROACH AND CLIENT JOURNEY INTERACTIONS

### The Network's client-centric approach

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

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

- **Basic Network services** give direct and straightforward solutions to a company's problem, so that the company does not necessarily need further assistance on the specific query.

For example, basic services are direct answers to clients providing information, e.g. via referral to existing websites, other stakeholders, information events, workshops or webinars. There is no need for further analysis of the Network client's needs.

- **Advanced Network services** support Network clients facing more complex issues or barriers and help them prepare for realisation of their medium- and longer-term business plans. When basic services cannot provide a direct (off-the-shelf or standard) solution to a company's problem, Network partners can propose advanced services tailored to the specific needs of the company.

Advanced services require an in-depth analysis of the Network client's needs in the short- and medium- to longer term, as part of a Network client journey. They are often more technical and specialised and require a higher level of competences from Network advisors. It may be necessary to consult Network advisors member of a specific Sector and Thematic Group.

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

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

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

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

### Hub and spoke model

To enable the client-centric approach, Network partners are expected to integrate a hub and



spoke model i.e. to design services around a Network client (a company). The hub and spoke model brings together expertise and excellence to deal with challenges Network clients face. It is through the sharing of information, resources, activities, and competences of several Network partners supporting each other and jointly serving companies that they achieve a higher impact than providing individual support alone.

The Network partner in the region (or country) where the company is located becomes the primary contact for the Network client and is referred to as the ‘local hub’. The hub holds also the Network client account in the Network IT platform. The contributing European or International Network Partners (or the wider consortium and/or other stakeholders in the local innovation eco-system) are referred to as ‘spokes’.

The Network’s local hub, represented by a Network advisor, is a relationship manager for the individual Network client. This establishes a relationship of trust. It reflects the proximity principle according to which a Network partner located in the same geographic area, knowing the socio-economic environment as well as having connections with other service providers and speaking the local language best serves a client.

Within their role as hubs, Network partners act as first point of contact for individual clients, providing tailor-made partnering and advisory services, and pulling together the spokes of other partners of the same consortium (or other consortia) to provide additional and/or more specialised services available in regions and countries across the EU and other countries covered by the Network.

### **Network client journey**

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

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

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

#### **1. Client Needs assessment**

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

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

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



EUROPEAN INNOVATION COUNCIL AND SMEs  
EXECUTIVE AGENCY (EISMEA)

## **Application Form**

Call for expressions of interest for International Network Partners  
of the Enterprise Europe Network

(ANNEX II)

SINGLE MARKET PROGRAMME (COSME)

SMP-COSME-2021-EEN-INTERNATIONAL

**Version 1**

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<sup>32</sup> Download the MS WORD version of the application (ANNEX II) form from following website: [https://eisma.ec.europa.eu/funding-opportunities/calls-proposals/call-expressions-interest-international-partners-enterprise\\_en](https://eisma.ec.europa.eu/funding-opportunities/calls-proposals/call-expressions-interest-international-partners-enterprise_en)





## IMPORTANT NOTICE

### Application form for International Network Partners

This application form should only be used by organisations NOT located in the EU or countries associated to the Single Market Programme (COSME). The form must be submitted via the [EUSURVEY Portal](#)<sup>33</sup> before the call deadline.

The application form consists of the following sections:

1. Administrative information about applicant organisations
2. Description of the implementation of the different activities and services & summaries of the CVs of the proposed Network advisors

The application form needs to be uploaded as PDF in the [EUSURVEY Portal](#).

### How to prepare and submit it

The application form must be prepared by the consortium. In most cases this will be the Project coordinator who will then submit the application form.

- **Page limit maximum 25 pages** for section 2. ‘Description of the implementation of the different activities and services’ and ‘Summaries of the CVs for the proposed Network advisors’. Additional pages may be added for the administrative information about the applicant organisations.
- Minimum font size - Calibri 11 points
- Page size: A4 (EU format)
- The application form needs to be submitted together with the **Letter of recommendation** from the [EU Delegation present in the country](#).

**Important:** There is no specific template for the letter of recommendation. The EU Delegation should simply endorse their support for your participation in the Enterprise Europe Network in written.

Keep your application as concise as possible. And, do not use hyperlinks to show information that is an essential part of your application.

<sup>33</sup> <https://ec.europa.eu/eusurvey/runner/CALL-EEN-INTERNATIONAL>.



## 1. Administrative information about applicant organisations

<b>Application</b>	
The proposed consortium name needs to have a geographical reference. For consortia covering the entire country, e.g. Enterprise Europe Network Singapore (acronym: EEN Singapore). For larger markets, which are unlikely to be covered by a single consortium, further geographical references could be added, e.g. Enterprise Europe Network West China (acronym: EEN West China).	
<b>Name</b>	[insert]
<b>Acronym</b>	[insert]
<b>Project coordinator contact</b>	[name, surname], [email], [organisation name]

<b>Country</b>
Indicate the country/region where your organisation(s) are located.
[insert]

<b>Project duration</b>
This call for expressions of interest in becoming International Network Partners of the Enterprise Europe Network for the first cut off covers the period from 1 January 2022 until 30 June 2025. In case your application is submitted for the 2 <sup>nd</sup> or 3 <sup>rd</sup> cut-off date, the duration of the project will be shorter. All Cooperation Agreements will end on 30 June 2025, regardless of their date of entry into force
[insert]

### National ministries and/or institutions endorsing application

<b>Name(s) of national ministry of economy, innovation and/or research endorsing the application</b>
The applicants are strongly encouraged to approach national policy makers to endorse the application.

Ideally, the participation in the Enterprise Europe Network should be integrated into the national internationalisation and innovation strategy of the responsible ministry. Enterprise Europe Network services could then be co-financed with national grants.

[Name of ministry/institution]; [Website], [Surname, name of senior official/contact person]; [Position]; [Email]; [Phone]

#### **Funding or other support provided by national ministry of economy, innovation and/or research endorsing the application**

Describe how the national ministry(ies) will fund and/or support the project implementation (if applicable).

[Insert if applicable]

#### **EU Delegation endorsing the application of the consortium**

##### **EU Delegation endorsing the application of the consortium**

Applicants are required to contact the EU Delegation<sup>34</sup> in country to endorse the application.

Important: The application needs to comprise an official letter of support from the EU Delegation.

[Name of EU Delegation]; [Surname, name]; [Position]; [Email]; [Phone]

#### **Organisations (official partners)**

Starting with the Project coordinator, list all organisations implementing the Enterprise Europe Network project in the country (or covered region). Depending on the size of the country or region to be covered, a

<sup>34</sup> [https://eeas.europa.eu/headquarters/headquarters-homepage/area/geo\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/area/geo_en)



consortium may include a maximum of three organisations<sup>35</sup>. If the application is successful, these three organisations will sign a Cooperation Agreement with the European Innovation Council and SMEs Executive Agency (EISMEA) established by the European Commission. For more information, see section '6.3. Structure of a consortium' in call text.

<b>1. Project coordinator</b>	
In addition to the provision of services to businesses as described in the call text, one partner in the consortium should assume the role of project coordinator. The project coordinator is the first point of contact for EISMEA regarding contractual or operational issues and/or reporting obligations. The project coordinator ensures the smooth functioning of the consortium. The coordinator has the responsibility to overlook the implementation of the activities and services, monitor whether all partners are on track achieving their set targets and liaise with the Agency whenever appropriate.	
<b>Full name of organisation</b> (in English)	[insert]
<b>Full name in national language</b>	[insert]
<b>Acronym</b>	[insert]
<b>Town</b>	[Indicate the town in which the organisation is located, and if applicable, indicate also the towns of the regional branches of the organisation]
<b>Type of organisation / legal status</b>	[Indicate the type of organisation / legal status, e.g. chamber of commerce, innovation agency, development agency, government institution or private consultancy firm, university]
<b>Short description of the organisation</b>	[Describe your organisation, i.e. main fields of activity and expertise, services offered to companies, etc. The description will be used to present your organisation to European Network Partners and companies on the public Enterprise Europe Network website. Please don't use more than 700 characters.]
<b>Registered legal address</b>	[Street name and number], [Post code], [Town/City]; [Country]
<b>Organisation website and social media presence</b>	[Insert link to official website of the organisation]; [Twitter]; [LinkedIn]; [YouTube]; [facebook]
<b>Legal representative</b>	[First name, surname and contact details of the legal representative of the organisation. The legal representative is expected to sign the Cooperation Agreement with EISMEA if the application is successful]; [Email]; [Phone]; [Position, e.g. director,

<sup>35</sup> Exceptions are only possible in duly justified circumstances (e.g. for organisations located in European countries with which the EU has historically strong trade ties). However, these exceptions need to be pre-approved by the European Commission and Agency before the deadline for the call.

	president]
<b>Operational contact person / project manager</b>	[First name, surname and contact details of the assigned Enterprise Europe Network project manager in charge of all operational issues and acting as main contact person for EISMEA and European Network Partners]; [Email]; [Phone]; [Position]; [If applicable, add social media accounts such as Twitter and/or LinkedIN]

<b>2. Co-partner</b>	
Add information about co-partner expected to provide Enterprise Europe Network services to businesses in the country.	
<b>Full name of organisation (in English)</b>	[insert]
<b>Full name in national language</b>	[insert]
<b>Acronym</b>	[insert]
<b>Town</b>	[Indicate the town in which the organisation is located, and if applicable, indicate also the towns of the regional branches of the organisation]
<b>Type of organisation / legal status</b>	[Indicate the type of organisation / legal status, e.g. chamber of commerce, innovation agency, development agency, government institution or private consultancy firm, university]
<b>Short description of the organisation</b>	[Describe your organisation, i.e. main fields of activity and expertise, services offered to companies, etc. The description will be used to present your organisation to European Network Partners and companies on the public Enterprise Europe Network website. Please don't use more than 700 characters.]
<b>Registered legal address</b>	[Street name and number], [Post code], [Town/City]; [Country]
<b>Organisation website and social media presence</b>	[Insert link to official website of the organisation]; [Twitter]; [LinkedIN]; [YouTube]; [facebook]
<b>Legal representative</b>	[First name, surname and contact details of the legal representative of the organisation. The legal representative is expected to sign the Cooperation Agreement with EISMEA if the application is successful]; [Email]; [Phone]; [Position, e.g. director,

	[president]
<b>Operational contact person / project manager</b>	[First name, surname and contact details of the assigned Enterprise Europe Network project manager in charge of all operational issues and acting as main contact person for EISMEA and European Network Partners]; [Email]; [Phone]; [Position]; [If applicable, add social media accounts such as Twitter and/or LinkedIN]

<b>3. Co-partner</b>	
If applicable, add information about third co-partner expected to provide Enterprise Europe Network services to businesses in the country. Otherwise delete section.	
<b>Full name of organisation (in English)</b>	[insert]
<b>Full name in national language</b>	[insert]
<b>Acronym</b>	[insert]
<b>Town</b>	[Indicate the town in which the organisation is located, and if applicable, indicate also the towns of the regional branches of the organisation]
<b>Type of organisation / legal status</b>	[Indicate the type of organisation / legal status, e.g. chamber of commerce, innovation agency, development agency, government institution or private consultancy firm, university]
<b>Short description of the organisation</b>	[Describe your organisation, i.e. main fields of activity and expertise, services offered to companies, etc. The description will be used to present your organisation to European Network partners and companies on the public Enterprise Europe Network website. Please don't use more than 700 characters.]
<b>Registered legal address</b>	[Street name and number], [Post code], [Town/City]; [Country]
<b>Organisation website and social media presence</b>	[Insert link to official website of the organisation]; [Twitter]; [LinkedIN]; [YouTube]; [facebook]
<b>Legal representative</b>	[First name, surname and contact details of the legal representative of the organisation. The legal representative is expected to sign the Cooperation Agreement with EISMEA if the application is successful]; [Email]; [Phone]; [Position, e.g. director,

	president]
<b>Operational contact person / project manager</b>	[First name, surname and contact details of the assigned Enterprise Europe Network project manager in charge of all operational issues and acting as main contact person for EISMEA and European Network Partners]; [Email]; [Phone]; [Position]; [If applicable, add social media accounts such as Twitter and/or LinkedIN]

**Wider consortium** (organisations associated to official partners)

Applicants may nominate up to ten additional organisations, forming the wider consortium. These organisations will support the up to three official Network partners and may contribute fully to the provision of Enterprise Europe Network services in the country or region covered (e.g. such as matchmaking events, trade missions, advice on industrial rules and regulations or trade issues). Organisations part of the wider consortium could eventually be invited to become official / contractual partners of the Network. However, this will depend on their aspirations and overall performance. For more information see section 6.3. 'Structure of a consortium' in call text.

<b>Full name of organisation</b> (in English)	<b>Acronym</b>	<b>Type of organisation / legal status</b>	<b>Short description of the organisation</b>	<b>Registered legal address</b>	<b>Organisation website and social media presence</b>	<b>Operational contact person / project manager</b>
[Insert]	[Insert]	[Indicate the type of organisation / legal status of your organisation, e.g. chamber of commerce, innovation agency, development agency, government institution or private consultancy firm, university]	[Describe your organisation, i.e. main fields of activity and expertise, services offered to companies]	[Street name and number], [Post code], [Town/City]; [Country]	[Insert link to official website of the organisation]; [Twitter]; [LinkedIn]; [YouTube]; [facebook]	First name, surname and contact details of the assigned Enterprise Europe Network project manager; [Email]; [Phone]; [Position]; [Add social media accounts such as Twitter and/or LinkedIn]


**National, regional and/or local innovation eco-system**

Describe the national, regional and/or local innovation support ecosystem. Provide an overview about the main stakeholders who are not part of the consortium but with who you are planning to cooperate for the delivery of Enterprise Europe Network services (e.g. clusters, incubators, major national business service providers or national innovation agencies, chambers of commerce, multinational corporations, public authorities, etc.)

[insert]

## 2. Description of the implementation of the different activities and services & Summaries of the CVs of the proposed Network advisors.

### Geographical coverage

#### Geographical coverage of application

Indicate the regions in the country to be covered by the application. It needs to be evident to assessors of your application, which towns, regions or federal states will be covered (and if applicable, which regions are NOT covered).

Important: Applicants should consider the existence of further Enterprise Europe Network partners in their country and describe how to cooperate with them. EISMEA reserves the right to sign Cooperation Agreements more than one consortium covering a certain country or market.

[Insert]

### Ambition and complementarity

#### Main target group and ambition

Define the main target groups and potential recipients of Enterprise Europe Network services.

Define the short, medium and long-term effects of your participation in the Enterprise Europe Network on local and European companies. How will the target groups benefit concretely from the project and what would change for them? Does your participation aim to trigger cross-border commercial, research and innovation cooperation with companies based in the European Union?

[Insert]

#### Complementarity with other initiatives

Explain how the proposed activities are complementary to other initiatives carried out by the applicant organisations. Does your participation complement any national/regional innovation and/or internationalisation support measures?

[Insert]

**Innovative elements of your application**

Highlight the innovative elements of your application (if any). Do the proposed business and innovation support services go beyond the standard set of Enterprise Europe Network services described in the call text?

[Insert]

**Further information or explanations supporting the application**

If necessary, add further elements, explanations or clarifications supporting your application.

[Insert]

**Project Implementation****Project management, coordination, quality assurance and monitoring and evaluation strategy**

Describe the measures foreseen to ensure that the project implementation and coordination is of high quality and the planned results achieved. Describe the methods to ensure good quality, monitoring, planning and control.

Explain the management structures and decision-making mechanisms within the consortium. Describe how decisions will be taken and how regular and effective communication will be ensured. Describe methods to ensure planning and control.

[Insert]

**Consortium competences, cooperation and division of roles (if applicable)**

Describe the competences of the applicant organisations with relevance to this call for expressions of interest (for official partners and local organisations associated to the consortium if any. See also section 6.6. 'Organisational competences' in call text.

Explain how they will work together to implement the proposed activities and services. How will they bring together the necessary expertise? How will they complement each other?

In what way does each of the participants contribute to the project? Show that each has a valid role and adequate resources to fulfil that role. When building your consortium you should think of organisations that can help, you reach the objectives and solve the problems.

[Insert]





[Add/delete lines]	[Insert]	[Insert]
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**Activity 1**

<b>Provision of value-added services to businesses</b>			
<b>Duration:</b>	[Insert]	<b>Organisations involved:</b>	[Insert name of organisations, i.e. official partners and organisations associated to the wider consortium (if applicable)]
<b>Objectives</b>			
List the objectives of the activity.			
<b>Partnering services to businesses</b>			
<ul style="list-style-type: none"> <li>▪ ...[Insert up to 3 objectives]</li> <li>▪ ...</li> <li>▪ ...</li> </ul>			
<b>Advisory services to businesses</b>			
<ul style="list-style-type: none"> <li>▪ ...[Insert up to 3 objectives]</li> <li>▪ ...</li> <li>▪ ...</li> </ul>			
<b>Service (what, how, where) and division of work</b>			
The section below is a crucial part of your application. Describe the services to be rendered by the applicant consortium. See section 4. 'SERVICES AND ACTIVITIES' in call text for more details.			
Outline the methodology, quality control mechanism and tools to be used for the implementation of the activity and the provision of the services: Indicate how the			

different partners will contribute to the provision of the services.

(If applicable) highlight any innovative elements, e.g. ideas for additional/new services fostering innovation and cross-border commercial cooperation between local and European companies.

[Insert text] / [Expand box]

### Funding and resources

Important: European and international Network partners usually engage if both sides have Network clients keen on finding business partners in their respective markets. It needs to be underlined that Network partners cooperate without charging each other any fees. We reserve the right to discontinue the Cooperation Agreement with International Network Partners charging fees to European Network Partners and European companies. For more details see section 6.5 'Cooperation with European Network Partners' in call text.

[Explain in detail how the services will be financed] / [Expand box]

### List of services

Provide a list of services to be offered to local and European businesses. See call text for a description of what kind of Enterprise Europe Network services should be rendered.

Service No Continuous numbering	Type of Service e.g. Matchmaking event, trade mission, technology brokerage / scouting, innovation challenges, FTA related advisory, market intelligence, etc.	Description of Service	Organisations		Funding and resources Short explanation how the services will be financed
			Name	Role Official/contractual partners & organisations associated to the wider consortium	
1	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]

2	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
3	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
4	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
5	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
6	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
[Add lines]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]

## Activity 2

<b>Promotion of the Network and communication</b>			
<b>Duration:</b>	[Insert]	<b>Organisations involved:</b>	[Insert name of organisations, i.e. official partners and organisations associated to the wider consortium (if applicable)]
<b>Objectives</b>			
List the specific objectives for this activity.			
<ul style="list-style-type: none"> <li>▪ [Insert up to 3 objectives]</li> <li>▪</li> <li>▪</li> </ul>			

**Activities (what, how, where) and division of work**

Describe the the promotion of the Enterprise Europe Network and its services to local businesses and multipliers. Explain how the consortium will target in particular small and medium sized enterprises keen on doing business with European companies. See section 4.' SERVICES AND ACTIVITIES' in call text for more details.

Moreover, raising awareness about the Enterprise Europe Network among the executive management and related departments within your organisation are key success factors. Please explain the planned promotion activities within your organization.

[Insert text] / [Expand box]

**List of tasks**

Provide a list of tasks to promote the Network and its services among local businesses, multipliers and within its own organisation.

Task No Continuous numbering	Type of Task	Description	Organisations		Funding and resources Short explanation how the tasks will be financed
			Name	Role Official/contractual partners & organisations associated to the wider consortium	
1	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
2	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
3	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
4	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
5	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
6	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]

[Add lines]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
-------------	----------	----------	----------	----------	----------

### Activity 3

<b>Network development, capacity building and quality management</b>			
<b>Duration:</b>	[Insert]	<b>Organisations involved:</b>	[Insert name of organisations, i.e. official partners and organisations associated to the wider consortium (if applicable)]
<b>Objectives</b>			
List the specific objectives for this activity.			
<ul style="list-style-type: none"> <li>▪ [Insert up to 3 objectives]</li> <li>▪ ...</li> <li>▪</li> </ul>			
<b>Activities (what, how, where) and division of work</b>			
Describe how the consortium will contribute to the professionalisation of Network advisors, and fosters the Network's common capital of knowledge and expertise. <u>Important:</u> It remains crucial for International Network Partners to dedicate adequate resources to collaborate with European Network partners. All Network partners should seek to enhance their own skills and share good practices and innovative service methodologies. See section '4. SERVICES AND ACTIVITIES' in call text for more details.			
[Insert text] / [Expand box]			
<b>List of tasks</b>			

Provide a list of tasks to foster Network development, capacity building and quality management.					
Task No Continuous numbering	Type of task	Description	Organisations		Funding and resources Short explanation how the tasks will be financed
			Name	Role Official/contractual partners & organisations associated to the wider consortium	
1	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
2	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
3	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
4	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
5	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
6	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
[Add lines]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]



## Impact

Performance indicator targets															
Applicants must set annual targets for the entire period of the action. See section 5 'MEASURING PERFORMANCE AND EFFICIENCY' in call text for a detailed explanation of the Network's performance indicators.															
<p><u>Important:</u> International Network Partners must generate achievements with the contribution of at least one European Network Partner. Only the official/contractual Enterprise Europe Network partners should report the achievements generated by the wider consortium. Moreover, each year Network partners should become more efficient in generating achievements for their Network clients. This should be reflected in the proposed annual and total targets. The Cooperation Agreement to be signed will commence on 1 January 2022 at the earliest (depending on the time of submission of the application). The agreement will expire on 30 June 2025.</p>															
Organisations  Important: List only official / contractual partners	Unique Network clients in the client journey					Achievements from Network partnering and advisory services									
	Year					Partnering Achievements					Advisory Achievements				
	2022	2023	2024	2025	Total	2022	2023	2024	2025	Total	2022	2023	2024	2025	Total
			Cooperation Agreement ends mid-2025						Cooperation Agreement ends mid-2025					Cooperation Agreement ends mid-2025	
[1. PROJECT COORDINATOR]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]
[2. CO-PARTNER]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]
[3. CO-PARTNER]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]	[Target]
<b>Total</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>	<b>[SUM]</b>

## ANNEX III – MODEL COOPERATION AGREEMENT

### Disclaimer

This document is aimed at assisting applicants. It shows the full range of provisions that may be applied to this type of agreement, and is provided for information purposes only. The legally binding agreement will be that which is signed by the parties.



EUROPEAN INNOVATION COUNCIL AND SMES  
EXECUTIVE AGENCY (EISMEA)

### COOPERATION AGREEMENT UNDER ARTICLE 9(3)(a) (SMP<sup>36</sup>)

#### Call for expressions of interest for International Network Partners of the Enterprise Europe Network

<sup>36</sup> The Programme for single market, competitiveness of enterprises, including small and medium-sized enterprises, and European statistics – see Regulation (EU) No 2021/690 of the European Parliament and the Council of 28 April 2021 (Official Journal of the European Union, OJ L 153, 3.5.2021, p. 1–47).

SMP-COSME-2021-EEN-INTERNATIONAL

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

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

of the one part,

and

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

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

and the following 'co-partners':

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

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

(Insert official legal form)  
(Insert official address in full)

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

(Idem for each co-partner)

collectively referred to as the 'partners', and each individually identified as 'partner' for purposes of the agreement where a provision applies without distinction to the co-ordinator or a co-partner<sup>37</sup>

of the other part,

HAVE AGREED

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

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

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

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

<sup>37</sup> Each participating co-partner should sign the agreement on the last page.

The following document is annexed to the agreement:

**Annex I - Description of the implementation of the different activities and services**

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

By signing the agreement, the parties accept its terms.

**RECITALS**

Whereas the Enterprise Europe Network (the 'Network') is an important instrument of the Commission to support the competitiveness and growth of small and medium-sized enterprises (SMEs);

Whereas the Network shall foster the development of internationally competitive companies and will stimulate their innovation capacities through technology transfer and international research collaboration;

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

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

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

Whereas the agreement aims also at setting up relationships of cooperation on the basis of mutual benefit;

Whereas the development of typical Network services and the provision of Network databases and other tools shall fall within the scope of the agreement;

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

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

**I - SPECIAL CONDITIONS**

**ARTICLE I.1 - SUBJECT**

I.1.1 The agreement sets the terms and conditions which shall apply to the action entitled **(insert acronym for consortium)** (the "action") and which are hereby taken note of and agreed to by the partners. The action shall be pursued

through the implementation of the different activities and services described in Annex I.

I.1.2 All activities planned in Annex I need to target the European Union ('EU') Single Market and/or associated countries participating in the SMP under Article 5 of the SMP Regulation. Activities such as matchmaking events or trade missions targeting third countries equally participating in the SMP under Article 9(3)(a) are not covered by this agreement.

**ARTICLE I.2 - DURATION**

I.2.1 The agreement shall enter into force on the date when the last of the two parties signs.

I.2.2 The duration of the action shall be **42 months** from **1 January 2022** (the 'starting date of the action') ending not later than **30 June 2025**.

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

I.3.1 The partners:

a) Shall have full responsibility for ensuring that their respective contribution to the action is implemented in accordance with the agreement.

b) Shall agree upon appropriate arrangements between themselves for the proper performance of the action through the conclusion of an internal cooperation agreement regarding their internal operation and co-ordination. This internal cooperation agreement shall include all provisions necessary for the management of the

partners and the implementation of the action.

- c) Shall support the integration of new or additional partners to the consortium upon recommendation by the Agency or upon invitation by the partners themselves.
- d) May identify further local business support organisations and/or stakeholders in the country associated to the contractual partners (the 'wider consortium') with which the partners cooperate in order to better cover all regions of the country or to improve the service delivery.

The wider consortium *i)* are not contractual partners of the Network; *ii)* does not have access to the Network IT tools; and *iii)* is not eligible for direct operational support from the Agency. The targets outlined in Annex I need to be reported exclusively by the partners.

It is recommended for partners to sign formal collaboration agreements with the wider consortium specifying the exact terms of the cooperation and what contribution these organisations shall make to the project implementation. The Agency must be regularly informed about the activities and services rendered by the wider consortium.

I.3.2 The co-ordinator shall:

- a) Be the main intermediary for communication between the co-partners and the Agency in accordance with Article I.10. Any claims that the Agency might have in respect of the

agreement shall be discussed with involvement of the co-ordinator, save where specifically stated otherwise in the agreement;

- b) Be responsible for supplying all documents and information to the Agency which may be required under the agreement. The co-ordinator shall not delegate any part of this task to the co-partners<sup>38</sup> or to any other party. Where information from the co-partners is required, the co-ordinator shall be responsible for obtaining and verifying this information and for passing it on to the Agency;
- c) If required by Annex I, establish a wider consortium with further organisations associated to the contractual partners. The co-ordinator is expected to keep the wider consortium informed and ensure their participation or contribution to Network activities and services;
- d) Inform the co-partners of any event of which the co-ordinator is aware that is liable to affect substantially the implementation of the action.

I.3.3 The co-partners<sup>39</sup> shall:

- a) Forward to the co-ordinator the data needed to draw up the reports and other documents

<sup>38</sup> Where applicable when co-partners form part of the consortium.

<sup>39</sup> Where applicable when co-partners form part of the consortium.

provided for in the agreement;

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

I.3.4 The Agency shall:

- a) Inform the coordinator and co-partners about the tools and services made available to, or to be acquired by, the partners in order to adequately fulfil the activities outlined in the Annex I;
- b) Animate and provide partners with technical assistance on communications matters and contribute towards the visibility;
- c) Provide access to the Network intranet website, databases and other online services;
- d) Provide technical assistance for the effective use of Network IT tools, databases and communications systems;
- e) Authorise the partners, at their own expense, to participate in trainings, Annual Conferences of the Network as well as Sector and Thematic Group meetings.

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

- I.4.1 The Network is expected to play a crucial role in helping businesses to retain their competitiveness, to innovate and to enter new markets. The main objective of the partners will be to establish commercial, technological and research related partnerships between European businesses and companies in their countries;
- I.4.2 In order to achieve the above objectives, the partners will provide cross-border partnership services for business cooperation, technology transfer and research. The partners therefore shall:
- Help businesses to benefit from opportunities and overcome barriers to doing business within the EU Single Market and other major international growth markets;
  - Support businesses to make the most out of Free Trade Agreements (FTAs) signed by the EU with other major trade blocks and countries;
  - Ensure a client-centric approach by working together to support businesses to innovate, license or access new technologies and/or find business partners in the EU Single Market and beyond;
  - Ensure high levels of visibility at local, regional, national and international level to make the Network a natural first port of call

for businesses with high innovation and internationalisation potential;

- Provide support for learning and skills development and capacity building for SMEs.

The partners may only provide Network services to companies registered within the internationally recognised borders of the country they cover<sup>40</sup>. All Network services and activities related to the given country must take place within these internationally recognised borders.

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

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

With the signature of the agreement, the partners assure to have the necessary funding to implement the activities planned in Annex I from the organisations' own budget. Alternatively, partners may seek funding from regional and/or national governmental budgetary authorities sponsoring Network activities.

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

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

**ARTICLE I.6 – ANNUAL REPORTING AND WORK PROGRAMMES CONSULTATION**

- I.6.1 The action is divided into yearly reporting periods.
- I.6.2 The partners need to attain the targets set for the Network's performance indicators set in Annex I.
- I.6.3 Most of the data about the performance of the partners will be extracted from the Network IT platform. However, if requested by the Agency, the partners shall submit additional narrative reports. These reports have to be submitted in a timely manner and in accordance with the deadlines set by the Agency.

<sup>40</sup> See also guidelines on the eligibility of Israeli entities: [http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C\\_.2013.205.01.0009.01.ENG](http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv:OJ.C_.2013.205.01.0009.01.ENG)

Based on the data collected from the Network IT platform and the reports submitted, the partners will receive feedback as to whether the Agency judges the activities carried out to be in line with the agreed description of the implementation of the different activities and services (ANNEX I). Partners who do not submit a report - or not within the given deadline - do not fulfil the obligations incumbent on them under the terms of the agreement.

1.6.4 The comparison of the report with the agreed targets will form the basis for the assessment of the performance and whether partners have fulfilled their contractual obligations. Partners, who in two consecutive years fail to reach the agreed targets, or perform considerably below Network averages, will be considered not to fulfil the obligations incumbent on them under the terms of this agreement.

1.6.5 In particular cases where quality and/or performance issues were identified, the partners agree to participate in the Network's mentoring scheme and to work closely with the Agency and European Network Partners in order to improve the quality of their services and to generate more concrete results for businesses.

**ARTICLE 1.7 – USE OF THE VISUAL IDENTITY OF THE NETWORK**

1.7.1 The Network's visual identity and its characteristic logo are the property of the Agency. The Agency shall allow the partners to use it free of charge for the term of this agreement. Partners commit themselves to

follow the instructions and guidance notes published by the Agency.

1.7.2 The coordinator shall ensure that the partners use the logo for all Network activities. Promotion and information products bearing the logo must only contain information which is useful to businesses, in accordance with the policies and interests of the EU, and meet the objectives of this agreement.

1.7.3 The partners may not assign the use of the Network's visual identity and its characteristic logo to other organisations not part of this agreement without prior authorisation of the Agency. This includes the wider consortium. The partners shall inform the Agency without delay of any improper use of the logo by third parties in their countries;

1.7.4 The partners shall not use the official logo of the EU, European Commission and other European institutions in their promotional materials, websites or social media accounts.

**ARTICLE 1.8 - GENERAL ADMINISTRATIVE PROVISIONS**

1.8.1. Any communication in connection with the agreement shall be in writing, indicating the number of the agreement, and shall be sent to the following addresses:

For the Agency:

European Innovation Council and SMEs Executive Agency (EISMEA)  
Natalia Martínez Páramo  
Head of Unit I-02 SMP/COSME

COV 2 Covent Garden  
B-1049 Brussels  
Belgium

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

For the co-ordinator:

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

1.8.2 Any communication from the Agency to the partners and vice versa should be made via the co-ordinator, save where specifically indicated otherwise in the agreement. This does not exclude direct contacts between the Agency and co-partners. In case of such direct contacts, the co-ordinator should always be informed and/or kept in copy.

**ARTICLE 1.9 - LAW APPLICABLE AND COMPETENT COURT**

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

Where the partner is legally established in a country other than a Member State of the EU (the 'non EU partner'), the Agency and/or the non EU partner may bring before the Belgian Courts any dispute between the Union and the non EU partner concerning the interpretation, application or validity of the agreement, if such dispute cannot be settled amicably.

In the case where either the Agency or the non EU partner has brought proceedings before the Belgian Courts concerning the interpretation, application or validity of the agreement, the other party may not bring a claim arising from the interpretation, application or validity of the agreement before any other court than the Belgian Court already seized.

## ARTICLE I.10 – DATA PROTECTION

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

Any personal data related to the monitoring and management of the agreement will be processed in accordance with Regulation (EU) 2018/1725<sup>41</sup> under the responsibility of the EISMEA Head of Unit I-02 SMP/COSME acting as the data controller and for the purposes set out in the data protection notice<sup>42</sup> without prejudice to the possibility of transferring the data to the bodies responsible for inspection and audit in accordance with EU legislation.

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

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

The partners must process personal data related to the implementation of this agreement under their responsibility as data controller in compliance with the applicable EU, international and national law on data

protection (in particular, Regulation (EU) 2016/679<sup>43</sup>). To this end, they must ensure that personal data is:

- processed lawfully, fairly and in a transparent manner in relation to the data subjects;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purpose;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the data is processed; and
- processed in a manner that ensures appropriate security of the data;
- limit international transfers and further transfers to countries not ensuring adequate safeguard of protection....

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

The partners must inform the person whose personal data are collected and processed for the implementation of this agreement either by the partners themselves or the Agency. For this purpose, they must provide them a data protection notice with all relevant information, before transmitting their data to the Agency. This applies

the same way for personal data of staff, clients, partners, contractors or other persons.]

## ARTICLE I.11 – EQUALITY OF CONDITIONS

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

However, International Network Partners may decide to charge fees to their own local Network clients (e.g. for technology scouting services or success fees for the signature of business deals with European companies). Only in duly justified cases may International Network Partners levy moderate registration fees on Network clients from European Network Partners (e.g. for exclusive matchmaking events taking place at international fairs in their countries).

International Network Partners charging fees to Network clients of European Network Partners will be considered not to fulfil the obligations incumbent on them under the terms of this agreement.

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

## II -GENERAL CONDITIONS

<sup>41</sup> OJ L 295, 21.11.2018, p. 39–98.

<sup>42</sup> <https://eisma.ec.europa.eu/system/files/2021-04/EISMEA-DPN-calls.pdf>

<sup>43</sup> OJ L 119, 4.5.2016, p. 1).

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

By signing the agreement, the partners undertake to:

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

**ARTICLE II.2 – LIABILITY**

- II.2.1 The partners shall have sole responsibility for complying with any legal obligations incumbent on them.
- II.2.2 The Commission or the Agency shall not, in any circumstances or on any grounds, be held liable in the event of a claim under agreements relating to any damage caused during the execution of the action. Consequently, the Commission and the Agency will not entertain any request for indemnity or reimbursement accompanying any such claim.
- II.2.3 Except in cases of force majeure, the partners shall make good any damage sustained by the Agency as a result of the execution or faulty execution of the action.

- II.2.4 The partners shall assume sole liability towards third parties, including for damage of any kind sustained by them while the action is being carried out.

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

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

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

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

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

confidentiality obligations or existing industrial and intellectual property rights.

**ARTICLE II.5 – CONFIDENTIALITY**

- II.5.1 The Agency and the partners undertake to preserve the confidentiality of any document, information or any other material, in any format, disclosed in writing or orally, directly related to the subject of the agreement that is duly classed as confidential.
- II.5.2 The Agency and the partners must:
- a) not use confidential information or documents for any purpose other than to perform its obligations under the agreement without the prior written agreement of the other party;
  - b) ensure the protection of such confidential information or documents with the same level of protection as its own confidential information and in any case with due diligence;
  - c) not disclose, directly or indirectly, confidential information or documents to third parties without the prior written agreement of the other party.
- II.5.3 The confidentiality obligations set out in this Article are binding on the Agency and the partners during the performance of the agreement and for as long as the information or documents remain confidential unless:
- a) the disclosing party agrees to release the receiving party from the confidentiality obligation earlier;
  - b) the confidential information or documents become public through other means than a breach of the confidentiality obligation;



- c) the applicable law requires the disclosure of the confidential information or documents.
- II.5.4 The partners must obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the agreement, a commitment that they will comply with this Article. At the request of the Agency, the partners must provide a document providing evidence of this commitment.
- II.5.5 The Agency may disclose sensitive information to its staff and to other EU institutions and bodies. It may moreover disclose sensitive information to third parties, if:
- a) this is necessary to implement the Agreement or safeguard the EU financial interests; and
  - b) the recipients of the information are bound by an obligation of confidentiality.

**ARTICLE II.6 – PUBLICITY**

- II.6.1 Any communication or publication by the partners, in any form and medium, shall indicate that sole responsibility lies with the author and that the Agency is not responsible for any use that may be made of the information contained therein.
- II.6.2 The partners authorise the Agency to publish the following information in any form and medium, including via the Internet:
- a) The partners’ name and address;
  - b) The subject and purpose of the agreement;

- c) The good practices and success stories achieved;
- d) The main general performance indicators (such as the number of partnership agreements achieved or number of matchmaking events and/or trade missions organised);
- e) The names and contact details (email addresses) of the assigned staff to work on the Network.

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

**ARTICLE II.7 – EVALUATION**

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

**ARTICLE II.8 – SUSPENSION**

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

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

- II.8.3 The Agency reserves the right to suspend the implementation of the action at any time if exceptional political, economic or societal circumstances make the cooperation with the partners excessively difficult. Such circumstances shall include, without being limited to, situations of: *i)* civil war in the country of the partners; *ii)* systematic violations of human rights and international law by national authorities; or *iii)* Network services and activities carried out by the partners that do not take place within internationally recognised borders.

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

**ARTICLE II.9 – FORCE MAJEURE**

- II.9.1 Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the agreement, is not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence. Defects in equipment or material or delays in making them available (unless due to force majeure), labour disputes, strikes or financial

difficulties cannot be invoked as force majeure by the defaulting party.

II.9.2 A party faced with force majeure shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.

II.9.3 Neither of the parties shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. The parties shall make every effort to minimise any damage due to force majeure.

II.9.4 Actions under way which are subject to force majeure may be suspended in accordance with Article II.8.

#### **ARTICLE II.10 – ASSIGNMENT**

Claims against the Agency may not be transferred.

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

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

#### **ARTICLE II.11 – TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

The Agency shall first submit an initiation letter of the termination procedure to the co-ordinator and shall

allow the partners to submit observations within 30 days.

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

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

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

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

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

II.12.1 Any amendment to the agreement must be the subject of a written supplementary agreement. No oral agreement may bind the parties to this effect.

II.12.2 The supplementary agreement may not have the purpose or the effect of making changes to the agreement which might call into question the decision awarding the agreement or result in unequal treatment of applicants for cooperation agreements.

II.12.3 If the request for amendment is made by the co-ordinator, in agreement with the co-partners, it must send it to the Agency in good time before it is due to take effect.

#### **SIGNATURES**

For the co-ordinator

**(Insert name of org./acronym)**  
**(Insert name, forename, function)**

For the co-partners (if applicable)

**Insert name of org./acronym)**  
**(Insert name, forename, function)**

For the Agency

Ms Natalia Martínez Páramo,  
Head of Unit