



LEARNING FACTORIES NETWORK DEVELOPMENT

Call for Expression of Interest

Foreword

EIT Manufacturing is a Knowledge Innovation Community supported by the European Institute of Innovation and Technology to strengthen and increase the competitiveness of Europe's manufacturing.

PART 1 - INTRODUCTION AND DESCRIPTION OF THE LEARNING FACTORIES NETWORK DEVELOPMENT INITIATIVE

Learning Factories represent a realistic manufacturing environment suitable for education, training, and research. They are a physical learning environment containing educational instruments and equipment, effectively creating the working conditions of a real industrial site for didactic and training purposes.

Together with the community of EIT Manufacturing Members, during 2020 several Learning Factory Networks were established, in order to create a shared framework, model and processes, with the overall aim to build an international ecosystem able to foster research and technology transfer between academia and industry. In 2021, the Learning Factories Networks were encouraged to use the framework created in 2020 to start structuring and delivering real training experiences.

With the Learning Factories Networks Development initiative, we aim to create an EIT Manufacturing Marketplace for the offer of all the Learning Factories' education programmes. Its participants can choose between different levels of involvement and integration, as detailed in the following sections. The initiative will establish an international online promotion and commercial channel for the Learning Factories, with the aim of generating impact and revenues by leveraging both the physical assets within the Learning Factories and the digital learning content developed within EIT Manufacturing funded activities.



1.1 DESCRIPTION OF THE INITIATIVE

The Learning Factories Network Development is a strategic activity to increase the visibility and uptake of EIT Manufacturing's unique education approach based on the co-creation and network collaboration among manufacturing companies, Research Technology Organisations (RTOs) and universities.

The Networks Development initiative has the purpose of creating an EIT Manufacturing Marketplace that offers all the Learning Factories' education programmes and activities. Thereby increasing the outreach and access to the Learning Factories training offer, as well as incrementing the availability of equipment suitable for testing and piloting.

The Marketplace will be widely promoted to the EIT Manufacturing partner network and to the ecosystem of prospective target users/clients.

1.2 TARGET GROUPS AND VALUE PROPOSITION

The proposed activity addresses the needs of 4 categories of stakeholders:

- **Industrial companies** have an urgent need to train, re-skill and upskill their employees to be up-to-date with Industry 4.0 and related trends. Moreover, they often struggle with several technical problems and challenges in production that they cannot properly address with the existing competencies and capacities of their employees.
- **European universities** very often deliver strong programmes from a technical and scientific-theory perspective but may be lacking from a more practical and business-oriented perspective. Besides professors are forced to rely on abstract problems to equip their students.
- **University students** and recent graduates often have relevant knowledge but do not count with adequate competences to be ready to play a role in the industry, besides the lack of practical experience to be professionally competitive.
- **Training centres** may offer extensive courses and training programmes, but often lack from a more practical perspective, due to the high costs associated with industrial machinery and equipment.

Learning Factories can provide value to these groups with their targeted and specific offering of educational programmes tailored according to the needs of the specific stakeholders. Moreover, Learning Factories Networks provide convenient, efficient and green solutions to make expensive didactic equipment available for live training sessions, distance and blended learning experiences.

A range of benefits is offered to enterprises, such as testing and demos execution for pilot projects, or familiarising their workforce with machinery and equipment without the costs associated to purchase or direct lease. Additionally, companies can enjoy a state-of-the-art learning environment and address their technical problems or production inefficiencies to up-to-date experts. Students and professionals can augment the expertise provided by European universities with practical learning and a business-oriented perspective and working on real problem-solution scenarios instead of abstract constructs. They can



benefit from integration of new competencies in their curricula to keep up with new trends and technologies, in order to be ready to play new roles within the manufacturing industry.

1.3 EXPECTED RESULTS

Learning Factories who agree to participate in this initiative can benefit from international exposure and reach, Further, the initiative can potentially contribute to the Return On Investment of expensive machinery and equipment through leasing for training purposes.

Likewise, catalyzing the sharing of experiences and practices and combining the respective offers, this initiative encourages community building and collaboration among participants, who create added value through connection with existing training environments to attract new cross-border customers.

The initiative will also provide easier access to Learning Factories' facilities and related education activities integrating with Skills.move, the EIT Manufacturing digital learning platform.

Last, once the initiative has achieved the desired impact in terms of effective dissemination of the Learning Factory paradigm and its benefits for stakeholders, a revenue-sharing mechanism will be implemented with EIT Manufacturing, as detailed in the following sections.



PART 2 – BUSINESS MODELS

2.1 ENTITIES ADDRESSED BY THIS CALL

Learning Factories eligible for participation and funding must be owned by public or private, small, medium, or large enterprises, universities, research centres, competence centres, innovation centres, or other entities interested on the activities of the EIT Manufacturing Community. This Call is particularly addressed to entities operating within the manufacturing sector with an interest in fostering education activities, particularly up-skilling and re-skilling programmes, competency building, and industrial testing and research.

To be eligible for participation and funding, a call participant must be a “legal entity”. A “legal entity” means any natural or legal person created and recognised as such under national law, EU law or international law, which has legal personality, and which may, acting in its own name, exercise rights and be subject to obligations, or an entity without legal personality.

Beneficiary entities must register in the EU Participant Register before submitting their application, in order to obtain a participant identification code (PIC)¹. To be eligible for participation and funding, companies must be established in one of the Horizon Europe eligible countries².

The Call is open to both EIT Manufacturing Learning Factories partners and non-partners, as described in the following sections. Who are offered three main options of participation (business models), as detailed below.

EIT Manufacturing has an overall budget of €130,000 for the initiative. We therefore will be able to offer funding to a limited number of individual Learning Factories.

Learning Factories will be evaluated and selected according to the criteria described in Section 2.5.

2.2 BUSINESS MODEL 1: “LEARNING FACTORY SHOWCASE”

In the first type of business model, Learning Factories will advertise their offer (e.g., training course catalogue, live or online training workshops, testing equipment, etc.) via a dedicated EIT Manufacturing Marketplace. Within the Marketplace, individual sections will be created for each Learning Factory, describing the environment and related available machinery and equipment. In addition, the Marketplace will host the description of the initiatives offered.

¹ <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register>

² For list of countries eligible for funding and eligible for participation, please refer to the Horizon Europe (HORIZON) Programme Guide – https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/horizon/guidance/programme-guide_horizon_en.pdf



Prospective users will be able to browse through a catalogue of learning experiences, as well as workshops, conferences and other capacity-building events organised by the Learning Factory. Interested users will be able to contact the Learning Factory directly through a specific contact form.

Funding

Funding will be provided to cover the costs of the set-up and implementation of a Learning Factory's section. Each Learning Factory selected will be assigned a budget of €3,000.

Revenue sharing scheme

The Learning Factory Showcase on Skills.move is free of charge for EIT Manufacturing Learning Factories partners for the duration of the initial contract (3 years). After that date, partners who wish to continue participating in the initiative, and who continue to comply with the requirements listed below, will pay EIT Manufacturing a flat annual fee (to be negotiated). A discount will be granted in case of a multi-year commitment.

Learning Factories that are not current EIT Manufacturing partners will be charged, starting from 2023, a flat annual fee (to be negotiated) to participate in the Marketplace. A discount will be granted in case of multi-year commitment.

Additional details concerning the Revenue Sharing schemes will be described in the EIT Manufacturing Learning Factories Marketplace Commercial Agreement, which will be presented to the selected Learning Factories for approval and signature.

Entities interested in participating should commit to the following requirements:

The above-mentioned budget will be directly linked to the following commitments from the Learning Factory:

- The Learning Factory is responsible for providing EIT Manufacturing all the necessary content, in the required format (text, images, videos, logos, attachments, etc.) to set-up their individual webpage. It will oversee uploading all content related to trainings and other activities directly on their webpage.
- The Learning Factory will be responsible throughout the entire duration of the contract for the marketplace's information and conformity to the agreed quality standards.
- The Learning Factory will keep the published information concerning the available equipment, training catalogue, and other published content up to date, for a minimum period of 3 consecutive years, starting from the live launch of the page.
- The Learning Factory will indicate a responsible person and related contact information to be published on the webpage, so end users can initiate contact directly.

No further budget will be assigned to the Learning Factory after the initial set-up.



The Marketplace will be commissioned and realised by EIT Manufacturing after the selection of participants. The website will follow the general format described in the mock-up version published in Annex A of the Call.

2.3 BUSINESS MODEL 2: “LEARNING FACTORY BOOKING”

In the second type of business model, Learning Factories advertise their offer (e.g., training course catalogue, live or online training workshops, testing equipment, etc.) via a dedicated EIT Manufacturing Marketplace. Within the Marketplace, an individual section will be created for each Learning Factory, describing the environment and related available machinery, equipment and related training courses.

A booking system and payment system will be integrated in the EIT Manufacturing Marketplace, so that prospective users will be able to browse through a course catalogue and choose the courses/training experiences responding to their needs, while being able to select available timeslots for training and testing. Users will book the selected experience directly through this Marketplace. And the corresponding Learning Factory will receive the booking request and will be solely responsible for the delivery of the requested training/service.

Funding

Funding will be provided to cover the costs of activities necessary to set-up and implement the corresponding Learning Factory section, with a booking and payment system. Each Learning Factory selected will be assigned a budget of €7,000.

Revenue sharing scheme

The Learning Factory Showcase on Skills.move is free of charge for EIT Manufacturing Learning Factories partners for the duration of the initial 3 years contract. After that date, partners who wish to continue participating in the initiative, and who continue to comply with the requirements listed below, will be charged a flat annual fee (to be negotiated) to EIT Manufacturing. A discount will be granted in case of multi-year commitment.

Learning Factories that are not current EIT Manufacturing partners will be asked, starting from 2023, to pay a flat annual fee (to be negotiated) to participate in the Marketplace. A discount will be granted in case of multi-year commitment.

Additionally, after the duration of the initial contract (3 years), a revenue sharing scheme will be implemented with EIT Manufacturing on a success-fee basis. Details concerning the Revenue Sharing schemes will be described in the EIT Manufacturing Learning Factories Marketplace Commercial Agreement, which will be presented to the selected Learning Factories for approval and signature.

**Entities interested in participating should commit to the following requirements:**

The above-mentioned budget will be directly linked to the following commitments from the Learning Factory:

- The Learning Factory is responsible for providing EIT Manufacturing all the necessary content, in the required format (text, images, videos, logos, attachments, etc.) to set up their individual webpage. The Learning Factory will be in charge of uploading all content related to the trainings and other activities directly on the webpage.
- The Learning Factory will be responsible throughout the entire duration of the contract for the marketplace's information and conformity to the agreed quality standards.
- The Learning Factory will have the sole responsibility for the publication of content on its dedicated section. The Learning factory will commit to keep the published information concerning the available equipment, training catalogue, and other published content up to date, for a minimum period of 3 consecutive years, starting from the live launch of the page.
- The Learning Factory will keep an updated calendar concerning the available equipment, training catalogue, and related timeslots.
- The Learning Factory will fulfil all obligations deriving from any booking made through the Marketplace.
- No further budget will be assigned to the Learning Factory after the initial set up.
- The Learning Factory will indicate a responsible person and related contact information to be published on the webpage, so end users can initiate contact directly.

The Marketplace will be commissioned and realised by EIT Manufacturing after the selection of participants. The website will follow the general format described in the mock-up version published in Annex A of the Call.

2.4 BUSINESS MODEL 3: "LEARNING FACTORY PACKAGES AND TECH TOURS"

In the third business model, Learning Factories advertise their offer (e.g., training course catalogue, live or online training workshops, testing equipment, etc.) via a dedicated EIT Manufacturing Marketplace. Within the Marketplace, an individual section will be created for each Learning Factory, describing the environment and relevant available machinery, equipment and training courses, as illustrated in the mock-up version of the Marketplace in Annex 1.

A booking system and payment system will be integrated in the Marketplace, so that prospective users will be able to browse through a course catalogue and choose the courses/training experiences responding to their needs, while being able to select available timeslots for training and testing. Users will book and pay for the selected experience directly through the Marketplace. Payments for services will be received by EIT Manufacturing, and corresponding revenues will be awarded to the individual Learning Factory as described in the revenue sharing section.



Users will also be able to browse to a selection of “package experiences”, to be organised by a single Learning Factory or jointly with one or more members. Participants, who are representatives of manufacturing academia or industry, will be offered a selection of services, which are agreed beforehand.

For example, representatives from the industrial sector could be offered a package comprised of digital training, a tour of the Learning Factory location(s), and one or more practical training sessions/workshops/on-site experiences. Brokerage and B2B meetings could also be organised as part of the package.

Funding

Funding will be provided to cover the costs of activities necessary for the set-up and implementation of the corresponding Learning Factory section. Each Learning Factory selected will be assigned a budget of €9,000.

Revenue sharing scheme

The Learning Factory Showcase on Skills.move is free of charge for EIT Manufacturing Learning Factories partners, for the duration of the initial contract (3 years). After that date, partners who wish to continue participating in the initiative, and who continue to comply with the requirements listed below, will pay EIT Manufacturing a discounted flat annual fee (to be negotiated). A discount will be granted for a multi-year commitment.

EIT Manufacturing will receive and manage direct payment from the sales via immediate bank transfer, Paypal or stripe account (for both corporate/B2B and individual/B2C transactions). Each Learning Factory will then receive from EIT Manufacturing payment transfer on a periodical basis according to the revenues derived from the sales occurring through the Learning Factories Marketplace.

Additionally, after the duration of the initial contract (3 years), a revenue sharing scheme will be implemented with EIT Manufacturing on a success-fee basis. Details concerning the Revenue Sharing schemes will be described in the EIT Manufacturing Learning Factories Marketplace Commercial Agreement, which will be presented to the selected Learning Factories for approval and signature.

Entities interested in participating should commit to the following requirements:

The above-mentioned budget will be directly linked to the following commitments from the Learning Factory:

- The Learning Factory is responsible for providing EIT Manufacturing all the necessary content, in the required format (text, images, videos, logos, attachments, etc.), to set up their individual webpage.
- The Learning Factory will be responsible throughout the entire duration of the contract for the marketplace’s information and conformity to the agreed quality standards.
- The Learning Factory will have the sole responsibility for the publication of content on its dedicated section and on packages shared with other Learning Factories. The Learning Factory will commit to keeping the published information up to date concerning the available equipment,



training catalogue, and other published content, for a minimum period of 3 consecutive years, starting from the live launch of the page.

- The Learning Factory will keep an updated calendar concerning the available equipment, training catalogue, and related timeslots.
- The Learning Factory will fulfil all obligations deriving from any booking made through the Marketplace.
- The Learning Factory will indicate a responsible person and related contact information to be published on the webpage, so end users can initiate contact directly.

No further budget will be assigned to the Learning Factory after the minimum contract period of 3 years. During which each Learning Factory will join one and only one business model.

The Marketplace will be commissioned and realised by EIT Manufacturing after the selection of participants. The website will follow the general format described in the mock-up version published in Annex A of the Call.

2.5 SELECTION OF APPLICATIONS FROM LEARNING FACTORIES

This Call is aimed at selecting Learning Factories to showcase in the EIT Manufacturing Learning Factories Marketplace. Each Learning Factory will have a dedicated section of the marketplace. Funding will be provided to cover the costs of the activities necessary to set-up and implement the section and its functionalities, according to the Business Model chosen by the Learning Factory.

Companies interested in participating in the Learning Factories Network must fill in the application form available in the Learning Factories Marketplace submission site: (<https://eitmanufacturing.submittable.com/>) and submit it by **15 August 2022 at 5 pm - Central European Time**.

Each legal entity is allowed to submit only one application to this call.

Applications received after the deadline indicated above or applications with forms that are not complete in any part indicated as mandatory will be considered inadmissible, even if the difficulties in submitting the application are due to cases of force majeure, unpredictable events or third-party actions.

In any case, EIT Manufacturing reserves the right to modify, suspend, extend, revoke or not follow up on this procedure at any time, at its sole discretion.

A Selection Committee will choose the proposals eligible to participate in the Learning Factories Marketplace. This Committee will be composed of EIT Manufacturing internal staff and three external experts.

The eligibility criteria used by the Selection Committee are as follows:

1. **Infrastructure and equipment:** relevance of the learning environment in terms of physical assets (e.g., machinery), infrastructure and settings, as well as availability of equipment for industrial testing and research (score: 0-5).



2. **Areas of expertise:** relevance in terms of industrial competencies, technologies, product and process innovation, especially related to manufacturing (score: 0-5).
3. **Training experience:** offering in terms of didactic concepts, type of learning (on-site, off-site, hands-on experiences, synchronous, asynchronous, digital, blended, etc.), market readiness (e.g., training catalogue), and quality of training (score: 0-5).
4. **Client network:** target customers, local or international market, range of customer base (e.g. 10 to 50 students/year) (score: 0-5).
5. **Diversification:** offering in terms of type of marketable services, including services not related to training or testing (e.g., possibility to organise location tours, conferences, etc.) (score: 0-5).
6. **Internationalisation:** ongoing collaborations with other Learning Factories, willingness to create joint offerings of services/experiences (e.g., a “package experience” involving different activities) (score: 0-5).

The following rubric will be used to award scores for the above-mentioned criteria within each application. Half marks may be given.

Score	Description
0	The application fails to address the criterion or cannot be assessed due to missing or incomplete information.
1	Poor. The criterion is inadequately addressed, or there are serious inherent weaknesses.
2	Fair. The application broadly addresses the criterion, but there are significant weaknesses.
3	Good. The application addresses the criterion well, but several shortcomings are present.
4	Very good. The application addresses the criterion very well, but a small number of shortcomings are present.
5	Excellent. The application successfully addresses all relevant aspects of the criterion. Any shortcomings are minor.

To be considered eligible, Learning Factories must achieve a minimum score of eighteen (18) points. Once the ranking has been drawn up, the Selection Committee will identify the Learning Factories that obtain the best scores (number subject to change according to the overall type and number of business models selected by the participants).

During the evaluation period (approximately one month after the call deadline), selected Learning Factories will receive an email communication regarding the results of the Committee’s selection process.

Within three (3) days of receiving this communication, selected Learning Factories may renounce participation in the initiative by notifying EIT Manufacturing through an e-mail, sent to learningfactories@eitmanufacturing.eu. In case of withdrawals from participation, EIT Manufacturing will propose participation in the initiative to the Learning Factory that is in the next position in the ranking.

The selected Learning Factories will be invited to sign a Commercial Agreement detailing terms and conditions, revenue sharing schemes, and all relevant legal and operational terms of participation.



2.6 APPEAL PROCEDURE

Applicants may appeal the selection decision only on grounds of human or technical errors. A request for redress, sent from the applicant and addressed to EIT Manufacturing's CEO, may be submitted in writing through the initiative contact email address (learningfactories@eitmanufacturing.eu) within three (3) days of the date on which EIT Manufacturing informs the applicant of the evaluation results.

Please note that redress regarding the evaluation points awarded in the technical judgment of the evaluators is not admissible.

An EIT Manufacturing Appeal Committee will examine any requested appeals and provide an opinion on possible technical or human errors in the evaluation process that do not pertain to the merits of the proposal. Based on this opinion, a decision will be taken by EIT Manufacturing, and the applicant will be notified in writing.

PART 3 - OTHER TERMS AND CONDITIONS

3.1 PAYMENT RULES

EIT Manufacturing will proceed with payments of the project funding for the selected applicants according to their EIT Manufacturing affiliation:

- EIT Manufacturing Members: Organisations already conducting activities under Business Plan 2021-22 will receive reimbursement of eligible costs according to the timeline of the Business Plan 2021-2022.
- Non-EIT Manufacturing Members: Selected organisations will be required to sign a Subgranting Agreement with EIT Manufacturing. Where funding requirements will be detailed agreement.

There is no co-funding requirement but proposed co-funding from any applicant will be considered positively.



3.2 EXCLUSION CRITERIA

Applicants will be excluded from participating in the call if they are in any of the situations of exclusion defined in Article 136 of the EU Financial Regulation³.

Applicants will be excluded if, in the course of the awarding procedure, they fall under any of the situations defined in Article 141 of the EU Financial Regulation.

3.3 LOGOS AND TRADEMARKS OF THE COMPANIES PARTICIPATING

The companies participating in the Learning Factories Network development initiative grant EIT Manufacturing and its subsidiaries (e.g., CLCs) a free and non-exclusive license to use their brand solely for the promotion, dissemination of information, organisation, management and implementation of the Learning Factories Marketplace. Similarly, EIT Manufacturing grants participating Learning Factories a free and non-exclusive license to use its brand solely for the promotion, dissemination of information, organisation, management and completion of the Learning Factories Marketplace. Licensing contracts may be put in place in accordance with the above stipulations.

The participating Learning Factories and EIT Manufacturing mutually acknowledge and accept that the respective trademarks are, and remain, the exclusive property of their respective owners and that no provision of this Notice is intended to confer any rights on such trademarks, outside the provisions of the previous paragraph. Therefore, the participating companies and EIT Manufacturing will not be able to assign, sublicense or otherwise dispose of the trademarks of others, without prior written consent.

3.4 CONFIDENTIALITY

EIT Manufacturing undertakes to use any Confidential Information shared by the companies solely for the purposes of the Learning Factories Marketplace. Confidential information shall mean data and/or information that is proprietary to, or possessed by, the companies and not generally known to the public, or that has not yet been revealed whether in tangible or intangible form, whenever and however disclosed and might also be included in the application form.

Some data and information in the application form (e.g. Learning Factory name, website URL, sector of reference, brief description of the activities) will not be considered confidential and may be freely disclosed in connection with the promotion needs of the Learning Factories Marketplace. This will be specified in the corresponding fields of the online application form.

³ Regulation (EU, Euratom) No 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 and amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014 and repealing Regulation (EU, Euratom) No 966/2012.



Considering the confidential nature of the data and information referred to above, EIT Manufacturing also undertakes to (i) not disclose them in any way and in any form, without prior written authorization of the company concerned; and (ii) not to use them for purposes other than those strictly necessary for participation in the Learning Factories Competition.

Confidential Information may be shared among EIT Manufacturing and its subsidiaries (e.g. CLCs) solely for the purposes of the call and the Learning Factories Marketplace. EIT Manufacturing undertakes to impose this confidentiality obligation on its employees and the employees of its subsidiaries and its collaborators, as well as on all subjects who, by virtue of participating in the Learning Factories Marketplace as providers or subcontractors or members of the Selection Committees or Jury, will take knowledge of or may have access to such confidential data and information.

3.5 INTELLECTUAL PROPERTY

Any intellectual property rights, including, without limitation, copyright, patents, know-how, and other intellectual property rights, shall be owned and controlled by their respective authoring/creating party, unless otherwise agreed in a contract by interested parties. Any content published in the Marketplace will be subject to IP rights held by the authoring/creating entity.

The participating Learning Factories agree to grant all necessary non-exclusive free of charge licenses to EIT Manufacturing for the content published in the Marketplace in relation to the Learning Factories Network Development activity.

Participating entities agree to respect IPR Rules (Article 16) of the Model Grant Agreement.

3.6 COMMUNICATION/DISSEMINATION OF RESULTS

Participating Learning Factories (be it manufacturing companies, Research Technology Organisations or universities) agree to respect the provisions of Article 17 regarding Communication, dissemination and visibility of the Grant Agreement signed by EIT and EIT Manufacturing. A link to the Model Grant Agreement is provided below⁴.

Participants agree that EIT Manufacturing and its subsidiaries can disseminate, publish, and make use of, non-confidential information regarding the Learning Factories Marketplace in order to promote the activities of EIT Manufacturing or establish reports or other necessary documents for EIT.

Participants will allow EIT Manufacturing to present the initiative at a global launch event, which will be open to the public, and to present some non-confidential information and data regarding the Learning Factories Marketplace during other public events related to the initiative.

⁴ https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratom_en.pdf



3.7 ABSENCE OF GUARANTEES; EXEMPTION OF LIABILITY

EIT Manufacturing does not assume any responsibility for the correctness, validity, originality and quality of the content published in the Marketplace. The participating learning factories will be the sole owner(s) of the content published and sold on the Marketplace, and they will be responsible for that content.

The participating Learning Factories expressly exonerate EIT Manufacturing from any direct, indirect, incidental, consequential, punitive, or moral damage resulting from participation in the Initiative, or from the sale of the content. The participating learning factories will hold harmless EIT Manufacturing from and against all losses, costs, liabilities, claims, damages, and expenses of every kind and character, as incurred, resulting from or relating to or arising out of the content published by them in the Marketplace.

EIT Manufacturing assumes no responsibility for the implementation of services.

3.8 PROCESSING OF PERSONAL DATA

EIT Manufacturing ensures that any processing of personal data shall be performed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and in accordance with Directive 95/46/EC (General Data Protection Regulation).

You have the right to access, rectify or delete your personal data. You can also object to its processing. To exercise these rights, please contact us at dpo@eitmanufacturing.eu. The collected personal data will be used solely for the procedure and assessment of the call applications and the management, completion, organisation, dissemination of information and publicity of the Learning Factories Marketplace. The data controller is EIT Manufacturing and/or its subsidiaries. To view the privacy statement regarding the Learning Factories Marketplace, please refer to the **initiative website**.

The participating companies warrant they have obtained all possible authorizations from the subjects who will represent them and will attend the Learning Factories Marketplace so that EIT Manufacturing can publish their image in any form of support (press, websites, and the like) for the sole purpose of promoting and advertising the Initiative. EIT Manufacturing undertakes to not use any image in such a way that it may harm or prejudice personal dignity or in any case for purposes other than those indicated therein and / or contrary to the law.

The application submission and evaluation process will be done via <https://eitmanufacturing.submittable.com/>, an online submission management tool by Submittable Holdings, Inc.

YOUR CONSENT TO THE USE OF SUBMITTABLE AS SUBMISSION AND EVALUATION TOOL: By submitting your application within this challenge you implicitly state your consent to the **Terms and Conditions as well as the Privacy policy of Submittable**.

YOUR CONSENT TO THE USE OF PERSONAL DATA: By submitting your application within this call you consent that EIT Manufacturing will collect, transfer, process, store and delete your data in accordance with the aforementioned conditions.



3.9 APPLICABLE LAW

The present call is governed by the applicable European Union laws (i.e. the EIT Regulation, the EU Financial Regulation and the Horizon Europe Regulation) and is complemented, where necessary, by the law of France.

The participating entities agree to observe the obligations set forth for the beneficiaries in the Grant Agreement signed between the EIT and EIT Manufacturing and particularly Articles 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information) and 20 (record-keeping). These obligations will also be mentioned in contracts to be signed (i.e. subgrant agreement etc.). Participating entities must also ensure that the bodies mentioned in Article 25 (e.g. granting authority, OLAF, Court of Auditors (ECA), etc.) can exercise their rights. A link to the Model Grant Agreement is provided below⁵.

⁵ https://ec.europa.eu/info/funding-tenders/opportunities/docs/2021-2027/common/agr-contr/general-mga_horizon-euratom_en.pdf



ANNEX 1 – MOCK-UP OF THE LEARNING FACTORIES MARKETPLACE

For an illustrative mock-up of the Learning Factories Marketplace, please refer to Annex 1 of this document. The mock-up is intended as a non-binding example of the look and feel of the website, the content showcased and main functionalities. Specific look and features may be subject to change according to the actual design and development with the external supplier.

ANNEX 2 – SUMMARY OF CHANGES

Version	Date	Change
Initial version	24.05.2022	First draft
Second draft	30.05.22	Content changed in several sections