

## **Horizon Results Platform**

### **Legal Provisions**

**18 July 2019**

#### **1. Terms of Use**

The submission of content such as text, graphics, photos, music, videos, etc. (hereinafter referred to as the 'Content') on the Horizon Results Platform is conditioned upon acceptance of these Terms of Use. If you do not agree with these Terms of Use, please do not submit your Content on the platform. Submitting Content implies unconditional acceptance of these Terms of Use. Please also review the [F&T Portal Terms and Conditions] to which this platform is subject to, incorporated herein by reference.

The European Union maintains the Horizon Results Platform (hereinafter referred to as the 'Platform') to offer its beneficiaries the possibility to showcase the results of projects funded by the Framework Programmes (e.g. FP7, Horizon 2020). The respective beneficiaries, through the Participant/Coordinator contacts representing them, including the Primary Coordinator contact, may use the platform's submission form to create online result profiles and are hereinafter referred to as 'Users'.

Users retain ownership of all rights in their Content. However, by submitting Content, they grant the European Union a worldwide, non-exclusive, royalty-free, non-transferable licence to use, reproduce, distribute, and display their Content in the Platform. Users remain fully responsible/liable for any Content submitted. In particular, Users represent and warrant that:

- they own all rights on the Content, or have obtained all necessary licences and consents from third parties having rights on the Content;
- the Content is submitted in full compliance with the obligations of their respective grant agreement(s);
- the Content does not violate any laws or any third party rights such as copyrights, trademarks, patents, image rights and privacy rights
- the Content does not contain malware or Content which is or could be considered as defamatory, abusive, obscene, spam or spam-like;
- any personal data is processed in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and with national law on data protection.

The European Union accepts no responsibility or liability whatsoever with regard to the information published by Users on this platform. However, the European Union reserves the right to monitor all Content and to remove user Content without prior notice to the user.

Users agree to defend, indemnify and hold harmless the European Union from and against any claims, lawsuits or proceedings arising from any breach of these Terms of Use, including violations of third parties' copyrights and other intellectual property rights.

The European Union may change these Terms of Use at any time without prior notice. Continued use of the platform will be considered as tacit and implicit acceptance of the amended Terms of Use.

## **2. Terms of Use (confirmation)**

I confirm that the information to be published aligns and complies with the Terms of Use of the Horizon Results Platform.

## **3. Disclaimer**

The European Union maintains the Horizon Results Platform (hereinafter referred to as the 'Platform') to offer its beneficiaries the possibility to showcase the results of projects funded under the European Union Framework Programmes (e.g. FP7, Horizon 2020). The European Union accepts no responsibility or liability whatsoever with regard to the information on this site, in particular regarding information submitted by beneficiaries about their results.

The information is:

- not intended to address the specific circumstances of any particular individual or entity,
- not necessarily comprehensive, complete, accurate or up to date
- may contain external references

It is our goal to minimise disruption caused by technical problems. However, some content on our site may have been created or structured in files or formats that are not error-free. The Commission accepts no responsibility with regard to such problems incurred as a result of using this site or any linked external sites. This disclaimer is not intended to limit the liability of the European Union in contravention of any requirements laid down in applicable national law nor to exclude its liability for matters, which may not be excluded under that law.

### **Reuse of content provided by beneficiaries**

Any re-use of content provided by beneficiaries as described below, is subject to their prior agreement. The beneficiary(ies) concerned should be contacted; the European Union cannot be held liable for any unauthorised reuse of such content.

Their '*Title*' of their result text.

Their '*Message/Teaser to potential user*' text.

Their '*Video*', (subject to the Terms of Use described above)

Their '*Logo*' (subject to the Terms of Use described above)

Their '*Result Description*' text.

Their choice of '*Result Type*'; not the taxonomy of the Result Types themselves, which is owned by the EC.

Their choice and association of '*Result Contributors*' with the related result.

Their User-entered '*keyword*' associations with their result.

Their choice and linking with '*Radical Innovation Breakthroughs*'; not the list of Radical Innovation Breakthroughs' or any underlying analysis or publications, which are owned by the EC.

Their selections of '*Target Audiences*'. But not the Taxonomy of Target Audiences, which is owned by the EC.

Their selection of '*Needs*'; not the Taxonomy of Needs, which is owned by the EC.

Their declaration as to what they are '*specifically looking for ...*' by using this Platform.

Their '*Testimonials and References*' content and links thereof.

Their '*Other Information / Data to share*' content and links thereof.

Their references to '*Find Us On*', and the links thereof.

Their choices of '*United Nations Sustainable Development Goals contribution*'. This does not include the graphics depicting these SDG's (owned by the UN and licensed to the EC for use in this Platform), neither the UN nor Commission Logo's.

Their declaration of Membership or the lack thereof with the '*World Alliance for 1000 solutions*'

Their declaration as to whether their '*result had or they expect it to have significant influence on policy-making*'.

Their specific description (text) of their result's '*influence to policy*'

Their declaration of '*Current Stage of R&D / Commercial Maturity*'; not the Taxonomy of R&D stages and Commercial Maturity, nor the Diagramme in the 'HELP' section of the Platform, which are owned by the EC.

Their '*Current Stage description*' (text) of their result.

Their '*Unique Value Proposition*' (text) of their result.

Their choice of whether they would like their '*Innovation Radar Assessment*' to appear in the Platform. Not the assessment itself.

Their declaration of all Investor readiness flags under the general title: '*I can provide the following upon request by an interested party*'. This includes their choice of '*no, 'yes' or 'ongoing*' for the following elements:

*Short Presentation(s)*

*Detailed Description(s) / Presentation(s)*

*Case study (ies) / pilots*

*Related Technology White paper*

*A reference list past business partners, employers and collaborators,*

*List of current and prospective business partners (including suppliers)*

*A list of IPR - patents (pending or granted) and academic papers*

*Complete and detailed business plan*

*Market study with:*

*If yes, or under preparation, does it contain the following elements?*

*Quantitative Assessment*

*Qualitative Assessment*

*Competitive Assessment*

*List of current and prospective clients ('pipeline')*

*List of Investors*

## **Reuse of content owned by the European Union**



Content owned by the Commission consists of the main webpage design, the search page design, the submission form design and the online result profile design. Moreover, the EC owns the headers and banners, the taxonomies of Result Types, Target Audiences, Needs, Current Stage of R&D / Commercial Maturity taxonomies, EC banners, the project data from the Funding & Tenders Portal such as Project numbers and partner PICS, the Innovation Radar Logo, the analysis and publication on the Radical Innovation Breakthroughs, the Horizon Results Platform Logo, the EC Logo and the welcome video(s) in the main webpage.

In accordance with the Commission's reuse policy implemented by the [Commission Decision of 12 December 2011 on the reuse of Commission documents](#), content owned by the European Union in this website is licensed under a [Creative Commons Attribution 4.0 International \(CC BY 4.0\) licence](#). This means that reuse is allowed provided appropriate credit is given and changes are indicated.

You may be required to clear additional rights if a specific content depicts identifiable private persons or includes third party works. For any use or reproduction of content that is not owned by the European Union, permission may need to be sought directly from the respective rightholders. Software or documents covered by industrial property rights such as patents, trademarks, registered designs, logos and names are excluded from the Commission's reuse policy and are not licensed to you.

### [Privacy policy](#)

The European Union is committed to user privacy in compliance with 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, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC. This privacy policy covers the European Union's websites within the europa.eu domain.

For the processing operations of beneficiaries' personal data within the scope of the European Union Framework Programmes please refer to the corresponding "(Service Specific) Privacy Statement (SSPS) on Grant management", published in the legal notice (<https://ec.europa.eu/info/funding-enders/opportunities/portal/screen/support/legalnotice>) of the Funding & Tender Opportunities Portal.