

European Institute of Innovation and Technology's Deep Tech Talent Initiative (EIT DTTI) Terms of Use of the EIT DTTI website

1. Introduction

The European Institute of Innovation's Deep Tech Talent Initiative (hereinafter to as "EIT DTTI") has the objective of training 1,000,000 Deep Tech innovators and experts in Europe between 2023 and the end of 2025.

As part of the New European Innovation Agenda adopted on 5 July 2022 by the European Commission, the EIT DTTI combines the forces of education and training institutions, companies, research institutes, start-ups, and other stakeholders in realising this important goal. The EIT has entrusted its Knowledge and Innovation Community (KIC), EIT Manufacturing ("the EIT Manufacturing") to coordinate and manage the implementation of the EIT DTTI, with the participation of other KICs.

In order to fulfil the objectives of the EIT DTTI, the EIT decided to launch the EIT DTTI website <https://www.eitdeeptechtalent.eu/>, to allow that any organisation interested in the EIT DTTI activities can join and commit itself to this mission.

2. Scope

These Terms of use, which should be read carefully, apply to the use of all functionalities, tools and services provided by the EIT DTTI website (<https://www.eitdeeptechtalent.eu/>) and its Radar (<https://radar.envisioning.io/eit/techtalent/?pg=home>). This website is owned and maintained by EIT Manufacturing, an Association registered under French Law with its registered office at 2, Boulevard Thomas Gobert, 91120 Palaiseau, France which is also a Knowledge and Innovation Community of the European Institute of Innovation & Technology (EIT)¹. By using the website, you agree to all of these Terms of Use, and consent to the processing of your personal data and undertake to comply with them. If you do not accept and comply with these Terms of Use, you may not use this website.

¹<https://eit.europa.eu/>

The Terms of Use govern the use of the EIT DTTI website, that includes the Pledge members accounts, the Talent community accounts and the use of the EIT DTTI Radar.

A. Pledge Members accounts:

- Creation of the account

In order to fulfill the objectives of the EIT DTTI, the EIT decided to launch the EIT DTTI Pledge to allow that any organisation (exceptionally individuals) interested in the EIT DTTI activities can join and commit itself to this mission.

When joining the Pledge, members shall choose one member category. Upon signing the Pledge, members accept also the specific Terms and Conditions of the EIT DTTI Pledge.

After an initial completeness check, your organisation will be published in the list of pledgers on the DTTI website and get an account to log-in to the members-only interface.

Members shall create, update and maintain the professional profile of their organization on the DTTI website. This shall include relevant and accurate information, including the legal and trade names, the location and languages of instruction, academic or professional certifications of the institution; and other relevant information. Members accept that this information shall be in the public domain and shall comprise part of the DTTI Marketplace.

- Registration of degrees or training programmes

Those accounts will have access to the functions for registering your actions to support the Pledge, most importantly courses offered in deep tech areas, or upskilling programmes. Any submissions must first be reviewed and approved by the responsible EIT KIC (currently EIT Food), clarifications may be requested prior to posting to the EIT DTTI website.

All submissions must comply with the minimum course or degree standards which are mentioned in the specific Terms and Conditions of the Pledge. Validated courses and other actions will be published on this website. Members will be notified when the contents are accessible online.

Members shall implement the activities, in accordance with those standard Terms of conditions and more specifically with the Terms and Conditions of the Pledge, to the best of their professional ability, commitment and ethical standards.

- Reporting

Members shall implement a mandatory reporting process in accordance with the EIT DTTI Pledge Terms and Conditions through this website.

- Respecting the European Policy requirements

Users having Members' accounts shall respect the European Policy requirements as elaborated in the EIT DTTI Pledge Terms and Conditions.

B. Talent Community accounts :

The EIT Deep Tech Talent Community is an online space for learners who want to benefit from the EIT Deep Tech Talent training in a personalised way.

The EIT Deep Tech Talent Community facilitates the path to career growth and fosters expertise in deep tech for adult learners in companies and on the job market, but also pupils and students of higher education who are interested in skilling, reskilling and upskilling in deep tech.

To create a Talent Community account, individuals need to register as a user and provide the requested information.

By creating a Talent Community account on the EIT DTTI website, individuals who want to upgrade their skills in deep tech will be able to:

- Build their own profile based on their preferred courses and deep tech areas
- Get a personalised offer by the platform's AI-based Course Matching Tool
- Choose to be visible to our partnering organisations and companies (Pledge members)
- Marking courses as favorites to save for future reference

More features may become later available on the Talent Community accounts, allowing learners to:

- Connect and interact with other deep tech learners and enthusiasts
- Keeping track of the learning path by storing and downloading the completed course certificates
- Benefit from matchmaking in an exclusive community, and find deep tech related jobs and opportunities

C. EIT DTTI Radar :

The EIT DTTI Radar is a tool which help users to visualize emerging technologies.

Users do not need to create an account to access the EIT DTTI Radar. This tool is made available free of charge.

The content of the EIT DTTI Radar is of a general nature only and is not intended to address the specific circumstances of any particular individual or entity. It is also not necessarily comprehensive, complete, accurate or up to date. Therefore, it is intended solely for general informational purposes and should not be considered as professional or investment or any other kind of advice. You must obtain professional or specialist advice before taking any action in relation to any content on our EIT DTTI Radar.

It is our goal to minimize disruption caused by technical errors. However, some data or information on our EIT DTTI Radar may have been created or structured in files or formats that are not error-free, and we cannot guarantee that our service will not be interrupted or otherwise affected by such problems. In addition, the EIT DTTI Radar and its website may be modified, updated, suspended at any time, for any reason, without any notice. You agree that EIT Manufacturing has no liability, obligation or responsibility for the content or any errors or omissions or suspension or update or modification in the EIT DTTI Radar's content to the extent permitted by law.

In accessing our tool, you agree that you will only access its contents for your own personal and non-commercial use subject to the provisions of the Section 'Intellectual Property rights' below.

3. Privacy

Our Privacy statement explains the way we handle and protect your personal data in relation to your use of the EIT DTTI website. By agreeing to the present Terms of Use and to be able to use the services of the website, you also agree to our Privacy Policy (available here: [Legal notice & privacy policy | EIT Deep Tech Talent Initiative](#)).

4. Amendments

EIT Manufacturing reserves the right to amend these Terms of Use at any time. Amendments to these Terms of Use are published on the website and enter into force 10 days after publication. You agree to check regularly these Terms of Use in order to be informed of any changes.

5. Availability of Service

EIT Manufacturing will make best efforts to provide the access to the services of the EIT DTTI website its content and your accounts (if applicable). It is understood and recognized by all individuals and entities having accepted these Terms of Use, that EIT Manufacturing is not in a position to guarantee the availability of the EIT DTTI website.

Users agree and accept that:

- Access to and use of the services of EIT DTTI website may be suspended for the duration of any unforeseeable interruption or failure affecting all or part of the website for any reason, and in particular in the event of an electrical failure or system errors affecting the computer resources of EIT Manufacturing or its service providers/subcontractors;
- If the interruption of all or part of the access to EIT DTTI website is required for preventive or corrective maintenance operations, correction or updating of the systems or because of computer attacks.
- Other than in exceptional circumstances, EIT Manufacturing will make an effort so that the unavailability of services due to maintenance be notified, with information about the date and time of the estimated start and end of maintenance.

6. Termination of an account

Pledge member accounts:

- Termination of the account by the Member:

A Member may anytime decide to terminate its EIT DTTI Pledge membership. In such a case, the Member shall inform EIT Manufacturing in writing (if possible by indicating the reasons) without delay. The Pledge membership will cease on the last day of the following month after EIT Manufacturing was informed in writing by the Member (“notice period”). All Member accounts to the EIT DTTI website will be terminated on that date and the leaving Member will have no longer access to its data or accounts. The Users of Member accounts acknowledge that any loss of data due to the termination of their EIT DTTI Pledge membership will lie within their responsibility and EIT Manufacturing will not be held accountable.

- Termination of the account by Manufacturing:

a) In case of a serious breach of the EIT DTTI Pledge Terms and Conditions by a Member (in particular not respecting the mission of the EIT DTTI, repeated breach of reporting obligations, etc), EIT Manufacturing may initiate the procedure to terminate the pledge Membership by sending a pre-information letter to the Member about the breach in accordance with the EIT DTTI Pledge Terms and Conditions. All related accounts to the EIT DTTI website will be terminated on the date of official termination of the EIT DTTI Pledge Membership and the leaving Member will have no longer access to its data or accounts. The Users acknowledge that any loss of data due to the termination of their EIT DTTI Pledge membership will lie within their responsibility and EIT Manufacturing will not be held accountable.

b) In case of breach of these Terms of Use by a User, EIT Manufacturing reserves the right to suspend, cut access or cut access to specific sections of the User’s accounts.

Talent Community account:

- Termination of the account by the member:

A member may anytime decide to terminate its EIT Talent Community account. In such a case, the member shall delete his account on the EIT DTTI website.

- Termination of the account by EIT Manufacturing:

In case of breach of these Terms of Use by a User, EIT Manufacturing reserves the right to suspend, cut access or cut access to specific sections of the User’s accounts.

7. Third party

The EIT DTTI website may contain links and references to third party websites and services. Your use of such third-party websites or services may be subject to additional terms and conditions and policies provided to you by the applicable third party.

The linked websites are not under the control or influence of EIT Manufacturing, which cannot be held responsible for the content of any linked website or any link contained in a linked website. These links are provided only as a convenience, and the inclusion of a link or reference does not imply the endorsement of the linked site by EIT Manufacturing.

8. Use of the EIT DTTI website

By using the EIT DTTI website or creating an account you agree to use it for lawful purposes only and in a way that does not infringe or restrict or inhibit the rights of any person's use and in compliance at all times with these Terms of Use.

The User is prohibited from using the Website to share content that:

- Contains illegal content or promotes illegal activities with the intent to commit such activities.
- Contains credible threats or organizes acts of real-world violence.
- Harasses others.
- Violates intellectual property, privacy, or other rights.
- Otherwise violates these Terms of Use or the EIT DTTI Pledge Terms and Conditions.

The User also agrees not to:

- Do anything that violates local, national, or international law or breaches any of its Agreementual obligations or fiduciary duties.
- Share its password(s), let anyone besides the User access the User's account(s), or do anything that might put the User's account(s) at risk.
- Attempt to access any other user's account.
- Reproduce, transfer, sell, resell, or otherwise misuse any content from the Website, unless specifically authorized to do so under these Terms of Use.
- Access, tamper with, or use non-public areas of EIT Manufacturing's systems, unless specifically authorized to do so under this agreement.
- Break or circumvent our authentication or security measures or otherwise test the vulnerability of EIT Manufacturing's systems or networks, unless specifically authorized to do so.
- Try to reverse engineer any portion of the Services.
- Try to interfere with any user, host, or network, for example by sending a virus, overloading, spamming, or mail-bombing.
- Use the Website to distribute malware.
- Impersonate or misrepresent its affiliation with any person or entity.
- Encourage or help anyone do any of the things on this list.

Any commission of the acts described under this Section shall be considered a material breach of these Terms of Use and the access to User's account may be terminated.

9. Intellectual property rights

The content of EIT DTTI website and its services such as EIT DTTI Radar, including but not limited to texts, still or animated images, videos, databases, logos, graphics, etc., are protected by intellectual property rights that belong exclusively to the Entity that has generated them (EIT Manufacturing, its subcontractors, its Partners, or its affiliated entities).

In no way any rights to the contents of website, including software or documents covered by industrial property rights, such as patents, trademarks, registered designs, logos and names, are licensed to you.

You may only use the content for your own personal and non-commercial use and not for any commercial or other purposes, including advertising or selling any goods or services.

You also agree not to adapt, reproduce, copy, translate, alter, modify, or create a derivative work from any content of this website. Any use or modification of the content not stated in these Terms of Use is prohibited.

10. Disclaimers

To the maximum extent permitted by law, the website and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied.

The EIT Manufacturing specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade.

The EIT Manufacturing further disclaims any and all liability related to the User's access or use of the User's account, services or any related content. The User acknowledges and agrees that any access to or use of the Services or such content is at the User's own risk.

To the maximum extent permitted by law, the EIT Manufacturing shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: (a) the User's access to or use of or inability to access or use the accounts or website; (b) any conduct or content of any party other than the EIT Manufacturing, including without limitation, any defamatory, offensive, or illegal conduct; or (c) unauthorized access, use, or alteration of the User's content or information.

11. Liability

To the extent permitted by law, the User will be liable for all liabilities, costs, expenses, damages or losses suffered or incurred by EIT Manufacturing (or any of its affiliates) to the extent that they are directly or indirectly caused by the User while using the User's accounts or services.

The User agrees to indemnify, defend, and hold harmless the EIT Manufacturing from any and all claims, liabilities, expenses, and damages (to the extent attributable to the User under the applicable law), including reasonable attorneys' fees and costs, made by any third party related to: (a) the User's use or attempted use of the User's accounts and Services in violation of these Terms of Use; (b) the User's violation of any law or rights of any third party including without limitation any claim of infringement or misappropriation of intellectual property or other proprietary rights.

12. Applicable law and settlement of disputes

These Terms of Use are governed by the applicable European Union law, supplemented if necessary by the law of Belgium.

In case of a dispute relating to the interpretation or execution of these Terms of Use which could not be resolved amicably, it must be brought before the courts of Brussels, Belgium.

Version	Date	Changes
V1	15/04/2024	Initial Version