



## D4.1

# Art and Heritage Incubator Structure, Rules and Procedures for the Joint Management

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# Art and Heritage Incubator Structure, Rules and Procedures for the Joint Management

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This document sets the ground rules, organigram, and dedicated structures and facilities provided by the KreativEU partners for the operation of the KreativEU Transnational Art and Heritage Incubator. In addition, the document also contains an extensive Intellectual Property Rights section, outlining the official policy of the KreativEU Alliance regarding the ownership, use and protection of intellectual property related to artworks, products, and services developed within the Transnational Art and Heritage Incubator.

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## PART A: THE DELIVERABLE

### 1 Acronyms and Abbreviations

Acronym / Abbreviation	Full Term
Benef.	Beneficiary
GB	Government bodies
ATU	ADANA ALPARSLAN TÜRKEŞ BILIM VE TEKNOLOJİ ÜNİVERSİTESİ – Adana Alparslan Türkeş University of Science and Technology (ATU), Türkiye
BUas	BREDA UNIVERSITY OF APPLIED SCIENCES (BUas), Netherlands
IPT	INSTITUTO POLITÉCNICO DE TOMAR – Polytechnic University of Tomar (IPT), Portugal
OUTech	POLITECHNIKA OPOLSKA – Opole University of Technology (OUTech), Poland
SH	SÖDERTÖRNS HÖGSKOLA – Södertörn University (SH), Sweden
TAE	СТОПАНСКА АКАДЕМИЯ „ДИМИТЪР А. ЦЕНОВ“ – D. A. Tsenov Academy of Economics (TAE), Bulgaria
TUT	TRNAVSKÁ UNIVERZITA V TRNAVE – University of Trnava (TUT), Slovakia
USB	Jihočeská univerzita v českých budějovicích – University of South Bohemia in České Budějovice (USB), Czechia
UNICAM	UNIVERSITÀ DEGLI STUDI DI CAMERINO – University of Camerino (UNICAM), Italy
UG	UNIVERSITÄT GREIFSWALD – University of Greifswald (UG), Germany
VUT	UNIVERSITATEA VALAHIA DIN TÂRGOVIȘTE – Valahia University of Targoviste (VUT), Romania
WP	Work Package
WP1	Work package 1 – KreativEU Governance and Management;
WP2	Work package 2 – KreativEU Education;
WP3	Work package 3 – KreativEU Research;
WP4	Work package 4 – KreativEU Culture with and for society;
WP5	Work package 5 – KreativEU Knowledge-Creation and Design Network on Smart Sustainability;
WP6	Work package 6 – KreativEU Heritage European Campus;
WP7	Work package 7 – KreativEU Mobility;

<b>Acronym / Abbreviation</b>	<b>Full Term</b>
WP8	Work Package 8 – KreativEU Communication, Dissemination, Exploitation.
WP_Co-Leaders	Work Package Co-Leaders
WP_Leaders	Work Package Leaders
WP_Team	Work Package Team
H&ART Incubator	Transnational Art and Heritage Incubator
H&ART Incubator TMB	H&ART Incubator Transnational Managing Board
TTO	Territorial and Transnational Observatory of of Cultural and Creative Industries
Rules	Constitutive rules for the structure, operation, and joint management of the Transnational Art and Heritage Incubator of the KreativEU Alliance
IP	Intellectual Property
CCIs	Cultural and Creative Industries
GDPR	General Data Protection Regulation
EDI	Equality Diversity Inclusion
AI	Artificial Intelligence
MVP	Minimum viable product
COI	Conflict of interest
XR/VR	Extended reality/Virtual reality
NEB	New European Bauhaus
Q&A	Questions and Answers
UrhG	Urheberrechtsgesetz
ArbEG	Arbeitnehmererfindungsgesetz
KUG	Kunsturhebergesetz
CdA	Código do Direito de Autor e dos Direitos Conexos
CIRS	Código do Imposto sobre o Rendimento das Pessoas Singulares
CRRA	Copyright and Related Rights Act
Charter	Intellectual Property Rights Policy Charter

## 2 Definitions

Incubatee	An artist, individual, spin-off, or start-up company that has applied, been approved, and admitted for incubation. This is the main entity to which the incubation process applies. An incubatee may be any creator; manager, expert, or specialist in cultural and creative institutions; student; a composed team with a business idea in the cultural and creative industries; IT specialist or software developer with an idea for developing and marketing a digital tool for the cultural and creative industries.
Incubation	The process of selecting, identifying needs, and providing specialised support, including mentoring, consulting, training, networking, and access to resources, to help selected artists, individuals, spin-offs, or start-ups develop their ideas in the cultural and creative industries.
Mentor	A person with the necessary level of awareness, knowledge, experience, and authoritative expertise in a specific field. The mentor provides guidance, support, shares their experience, and advises others to help them acquire and build upon knowledge and develop skills and competences necessary for success.
Stakeholder of the H&ART Incubator	<p>Any individual, group, or organisation that has an interest in or is affected by the activities, operations, performance, and overall success of the H&amp;ART Incubator. Thus, stakeholders support the H&amp;ART Incubator, benefit from its operations, and participate in its operational ecosystem. Stakeholders could be internal and external for the H&amp;ART Incubator:</p> <p>(a) Internal stakeholders are actors who are directly involved in the governance, operation, or delivery of the H&amp;ART Incubator. They participate in its management structures, key actions, and day-to-day activities. Internal stakeholders form the operational core of the H&amp;ART Incubator. They are responsible for decision-making, coordination, and the successful delivery of its mission, ensuring alignment with the KreativEU Alliance's strategic framework.</p> <p>(b) External stakeholders are actors outside the organisational boundaries of the H&amp;ART Incubator who interact with it, contribute to its ecosystem, or benefit from its outputs. They provide collaboration opportunities, feedback, resources, and policy or market linkages that strengthen the H&amp;ART Incubator's transnational impact. External stakeholders represent the extended ecosystem that surrounds the H&amp;ART Incubator. They amplify its reach, facilitate cross-sectoral partnerships, and ensure that its activities produce tangible cultural, social, and economic value.</p>
Start-up	An organisation in the early stages of development, created by one or more entrepreneurs, aimed at bringing a unique product to the market or solving a problem in a new or innovative way. Start-ups often lack the resources to test, refine, and convert their core product concept into a ready-for-market launch product.
Spin-off	A new, independent organisation, originating from an existing organisation (usually a university, research institute, laboratory, or large company),

	established to commercialise research, technology, or intellectual property developed within the parent organisation.
Artistic residency programme	A structured, rule-based, thematic initiative that provides selected artists time, space, and resources to work on their artistic projects, often away from their usual environment. The artistic residency programme may include opportunities for collaboration between the resident artist and other artists and experts from different disciplines, and an engagement for sharing their work with the local community through workshops, exhibitions, and performances. It may also include cooperation with KreativEU academic staff in the development of transnational and interdisciplinary KreativEU Label Courses, by contributing to new teaching modules or courses that connect art and heritage with broader fields of study.
Artistic fee	Refers to a financial remuneration granted to a resident artist to recognise their creative work, time, and professional engagement during the residency period. Artistic fee may also cover accommodation, travel, production and material costs directly related to the artistic residency programme, in accordance with the applicable financial provisions.
Intellectual property	Refers to creations of the mind protected by law, including: inventions (patents), utility models, and industrial designs; trademarks and geographical indications; plant variety rights and topographies of semiconductor products; copyright and related rights, including literary, artistic and scientific works, software, databases, performances, phonograms, broadcasts and other creative outputs; any other form of intellectual property protection recognised under applicable national, EU, or international legislation.
Background intellectual property	Refers to intellectual property, data, or materials owned or controlled by a party prior to or outside the H&ART Incubator activities.
Foreground intellectual property	Refers to any intellectual property, data, or materials first created, developed, or fixed in a protectable form within H&ART Incubator activities.
Sensitive information	Includes, but is not limited to, all unpublished intellectual property, prototypes, business models, financial information, research results, internal reports, evaluation documents, technical data, trade secrets, and any materials marked or reasonably understood as confidential, disclosed in the course of incubation, artistic residency or student competition activities.
Annual progress report of the H&ART Incubator	A formal document prepared once per year by the Chairperson of the H&ART Incubator Transnational Managing Board, in coordination with the local coordinators of all KreativEU partners. It provides a structured account of the H&ART Incubator's activities, achievements, and challenges during the reporting period. The report consolidates data from central and local registers (including incubatees, mentors, resident artists, intellectual property, and stakeholders), reviews progress on key actions and integrates feedback from participants and stakeholders. The reporting period covers 1 January to 31 December of each year, and the report must be submitted no

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	<p>later than 60 days after the end of the reporting period. Crucially, the report assesses the H&amp;ART Incubator’s performance in relation to the priorities, goals, objectives, and key performance indicators set out in D4.3 Art and Heritage Incubator Strategy for Development, thereby linking annual implementation to long-term strategic direction. It serves as both a monitoring and accountability instrument for the H&amp;ART Incubator Transnational Managing Board, the Managing Board of the KreativEU Alliance, and external stakeholders, ensuring transparency, comparability across local branches, and alignment with the objectives of the KreativEU Grant Agreement.</p>
<p>Annual progress report of a local branch</p>	<p>A formal document prepared each year by the local coordinator, reviewing the implementation of the H&amp;ART Incubator’s activities at branch level. It assesses progress against the priorities, goals, objectives, and performance indicators defined in D4.3 Art and Heritage Incubator Strategy for Development, and provides information on incubation, artistic residencies, student competitions, mentoring, stakeholder engagement, and other branch-specific activities. The reporting period is from 1 January to 31 December of each year, and the report must be submitted no later than 30 days after the end of the reporting period. The local branch progress reports form an integral input for the Annual Progress Report of the H&amp;ART Incubator as a whole.</p>
<p>Joint Online Archive of the H&amp;ART Incubator</p>	<p>A centralised digital repository managed collectively by the KreativEU partners and maintained by the Chairperson of the H&amp;ART Incubator Transnational Managing Board. It stores, organises, and provides controlled access to the documents, reports, registers, and outputs of the H&amp;ART Incubator, consolidating records submitted by the local online archives of each branch. Each local archive, maintained by the Local Coordinator, preserves documentation, agreements, registers, and outputs generated at the national or institutional level. Together, the joint and local archives constitute the authoritative record of the H&amp;ART Incubator’s governance, activities, intellectual property, progress reports, and dissemination materials. This archival system ensures transparency, continuity, and accessibility for authorised users across all KreativEU partners, while safeguarding sensitive information and complying with the GDPR and D1.5 Data Protection Plan of the KreativEU Alliance.</p>

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### 3 Executive Summary

This document constitutes a deliverable within the framework of WP4: KreativEU Culture with and for Society. The objective of WP4 is to promote the contemporary use of the past – anchored in historical awareness – while fostering transdisciplinary collaboration among entrepreneurial artists, inventors, innovators, researchers, students, and emerging entrepreneurs. It supports the incubation of creative ideas and the development of projects and start-ups within the cultural and creative sectors, through the Transnational Art and Heritage Incubator (H&ART Incubator).

The document defines the structure, rules, and procedures for the joint management of the KreativEU Alliance's H&ART Incubator. It sets out the conceptual model, scope, and key activities of the H&ART Incubator; its governance and management framework; access to spaces and resources; and the procedures for selecting mentors, incubatees, resident artists, and student competition winners. It also establishes a harmonised Intellectual Property Rights framework, ensuring both protection of authorship and facilitation of collaboration and dissemination.

This deliverable corresponds to Task 4.1: Setting-up of the Structure, Rules, and Procedures for the Joint Management of the Incubator and serves as the foundation for subsequent activities under WP4. It comprises two complementary documents:

- Conceptual Framework of the Transnational Art and Heritage Incubator of the KreativEU Alliance, articulating the mission, development roadmap, and systemic structure of the H&ART Incubator; and
- Constitutive Rules for the Structure, Operation, and Joint Management of the Transnational Art and Heritage Incubator, formalising the governance model, legal foundations, and procedural mechanisms for coordinated operation.

Both documents were collaboratively developed by the WP4 Team, led by the D. A. Tsenov Academy of Economics and the University of South Bohemia in České Budějovice, with contributions from all KreativEU partners. Input from external experts, associated partners, students, and stakeholders ensured that the framework reflects shared values, institutional diversity, and stakeholder needs.

The added value of this deliverable lies in creating a shared European framework that unites eleven KreativEU partners in a transnational, interdisciplinary incubator model for the cultural and creative industries. It fosters cross-border collaboration, enhances entrepreneurial capacity, and integrates art, heritage, research, and innovation within a coherent governance system. The potential for innovation stems from its hub-and-spoke model of collaboration and its harmonised approach to intellectual property management – both pioneering features within the European higher education landscape. By merging creative practice with academic and digital innovation, the H&ART Incubator establishes a sustainable ecosystem that supports cultural entrepreneurship and long-term impact.

In line with the KreativEU Alliance's long-term vision, the deliverable will be reviewed and updated after the piloting phase of the H&ART Incubator under Task 4.5: Acquisition of Lessons Learned, Fine-Tuning and Set-up of the Transnational Art and Heritage Incubator, to integrate results, recommendations, and stakeholder feedback, ensuring the framework remains responsive, coherent, and future-oriented.

## 4 D4.1 Art and Heritage Incubator structure, rules and procedures for the joint management

### Introduction

This deliverable establishes the conceptual and operational foundations of the Transnational Art and Heritage Incubator – hereafter referred to as the H&ART Incubator – within the framework of the KreativEU Alliance. It defines the shared vision, governance model, and procedural architecture necessary for the joint management and coordinated operation of a cross-border incubator dedicated to innovation, entrepreneurship, and research in the fields of art, heritage, creative and culture industries, digital technologies, and sustainability.

The deliverable provides a comprehensive framework enabling the KreativEU partners to collaborate under a unified model while respecting national specificities and institutional diversity. It brings together academic, artistic, and professional capacities to create an environment where creative ideas can evolve into sustainable projects, products, and cultural initiatives. The H&ART Incubator functions both as a support structure for creators – artists, students, start-ups, and cultural entrepreneurs – and as a policy and research instrument that generates evidence and insight into the dynamics of the cultural and creative industries.

The document sets out the principles, structure, and rules governing the H&ART Incubator, outlining how the KreativEU partners jointly manage, coordinate, and operate its activities. It defines the H&ART Incubator's mission and phases of development; the composition and functions of its governing bodies; the procedures for the evaluation and selection of mentors, incubatees, resident artists, winners in student competitions; and the mechanisms ensuring transparency, inclusiveness, and equal opportunity.

A key component of this deliverable is the Intellectual Property Rights framework, which harmonises protection of authorship and moral rights with the practical needs of dissemination, collaboration, and policy alignment across different national jurisdictions. This framework ensures that creators retain ownership of their works while allowing the H&ART Incubator to fulfil its educational, promotional, and reporting obligations.

The deliverable is organised into two interrelated chapters:

1. Chapter 1 presents the Conceptual Framework of the Transnational Art and Heritage Incubator of the KreativEU Alliance. The Conceptual Framework defines the strategic intent and operating philosophy. It sets the mission and charts a four-phase roadmap – Setup → Piloting → Implementation → Consolidation – for the development of the H&ART Incubator. It identifies three Key Actions – Incubation, Entrepreneurial Mindset, and Policy and Strategy – and maps the governance constellation alongside the key stakeholder groups. The framework articulates the shared values and presents the H&ART Incubator as a hub-and-spoke ecosystem that circulates knowledge, opportunities, and cultural value across borders.
2. Chapter 2 contains the Constitutive Rules for the Structure, Operation, and Joint Management of the Transnational Art and Heritage Incubator of the KreativEU Alliance, which translate the

conceptual model into an operational system of governance, procedures, and legal norms applicable to all KreativEU partners. It formalises governance and roles, operational processes, mechanisms for transparency and data protection, procedures for student competitions and artistic residency programmes, intellectual property rights management, and systems for accountability and continuous learning.

Together, these two chapters deliver a coherent and actionable blueprint: the Conceptual Framework sets the direction and partnership logic, while the Constitutive Rules provide the instruments to operate the H&ART Incubator fairly, transparently, and in compliance with EU and national frameworks, ensuring its sustainability as a European ecosystem for creativity, innovation, and cultural entrepreneurship.

In strategic terms, this deliverable establishes the foundation for a shared European ecosystem that bridges art, heritage, creativity, and innovation. It operationalises the KreativEU Alliance's vision of fostering cultural entrepreneurship and cross-sectoral collaboration, providing a cohesive and sustainable framework that enables artists, researchers, and innovators to co-create meaningful cultural and creative solutions with long-term European impact.

## The KreativEU Project

The eleven Universities forming the KreativEU Alliance agreed to the common goal of establishing a fully European University, that places the creative potential derived from Europe's cultural heritage at the heart of its teaching, research and knowledge transfer activities.

Committing to long-term institutional, structural and strategic cooperation, the KreativEU partners will jointly implement an ambitious yet inclusive vision for transforming the study of culture, identity, memory and heritage for the benefit of society.

Building upon this strong foundation, KreativEU Alliance will provide innovative concepts, methods, and solutions to address both current and future challenges, contributing to a sustainable and harmonious future for communities and the environment alike.

KreativEU Alliance recognises the inseparable interconnection of tangible and intangible cultural heritage, as well as the interwoven nature of local and national traditions, crafts, cultural practices, and folklore.

KreativEU Alliance is dedicated to formulating cutting-edge educational and research programmes that re-evaluate these elements and their associated ecological surroundings, the lived environment, especially in the context of the digital age. This ecocultural vision serves as the foundational principle guiding KreativEU Alliance's efforts, ensuring that a new generation of EU citizens working together across cultures, borders, languages, sectors, and disciplines will be educated. Students from the KreativEU Alliance are expected to be leaders of change and enablers of societal transformation.

To reach this vision, the KreativEU Alliance will work towards the completion of 8 work packages (WP1 – KreativEU Governance and Management; WP2 – KreativEU Education; WP3 – KreativEU Research; WP4 – KreativEU Culture with and for Society; WP5 – KreativEU Knowledge-Creation and Design

Network on Smart Sustainability; WP6 – KreativEU Heritage European Campus; WP7 – KreativEU Mobility; WP8 – KreativEU Communication, Dissemination, Exploitation).

## Aim and Scope of the Deliverable

The deliverable directly contributes to the KreativEU Alliance’s overarching mission of establishing a fully European University that places Europe’s creative potential and cultural heritage at the centre of its teaching, research, and innovation ecosystem. The eleven partner universities share the long-term goal of fostering institutional, structural, and strategic cooperation to transform the study and practice of culture, identity, memory, and heritage for the benefit of society.

Within this broader vision, the H&ART Incubator serves as a key operational mechanism to translate the KreativEU Alliance’s objectives into practice. It brings together the creative, academic, and entrepreneurial capacities of the KreativEU partners to cultivate innovation at the intersection of art, heritage, culture, digital technologies, and sustainability. By supporting creative entrepreneurship, interdisciplinary research, and collaborative production, the H&ART Incubator strengthens the cultural and creative industries and contributes to the KreativEU Alliance’s ecocultural vision – one that acknowledges the deep interconnection between tangible and intangible heritage, local and national traditions, and the evolving digital environment.

Through its transnational and inclusive model, the H&ART Incubator cultivates a new generation of European creators, researchers, and innovators capable of driving cultural sustainability and societal transformation across borders.

This deliverable defines the conceptual, organisational, and legal framework necessary to establish and operate the H&ART Incubator within the KreativEU Alliance. It operationalises the objectives set under Work Package 4: KreativEU Culture with and for Society, particularly Task 4.1: Setting-up of the Structure, Rules and Procedures for the Joint Management of the Incubator.

The deliverable outlines:

- the conceptual model, strategic intent, and governance structure of the H&ART Incubator;
- the roles and responsibilities of transnational and local governing bodies;
- the procedures for the selection of mentors, incubatees, and resident artists;
- the incubation and residency processes, including collaboration mechanisms and performance monitoring;
- the intellectual property rights framework harmonised across KreativEU partners’ jurisdictions; and
- the operational principles ensuring transparency, inclusiveness, and compliance with EU and national legislation.

Together, these elements establish a unified foundation for all KreativEU partners to jointly manage the H&ART Incubator as a shared European ecosystem for creativity, innovation, and cultural entrepreneurship, paving the way for subsequent implementation and scaling under WP4.

## Chapter 1: Conceptual Framework of the Transnational Art and Heritage Incubator of the KreativEU Alliance

The present chapter sets out the conceptual framework of the Transnational Art and Heritage Incubator (H&ART Incubator) of the KreativEU Alliance. Its purpose is to provide a shared vision, language, and structural model for all partners, clarifying what the H&ART Incubator is, whom it serves, how it operates, and how it creates value within European cultural and creative ecosystems. By defining key elements such as vision and mission, governance, key actions, phases of development, stakeholders, processes, values and principles, approach, and infrastructure, the framework ensures coherence across eleven KreativEU partners with diverse institutional profiles, legal environments, and regional contexts.

This conceptual framework has been used as a foundational reference for the subsequent design of the H&ART Incubator's Constitutive Rules for the Structure, Operation, and Joint Management of the Transnational Art and Heritage Incubator of the KreativEU Alliance (governing its structure, procedures, activities and services, and intellectual property management) and D4.3 Art and Heritage Incubator Strategy for Development (setting priorities, objectives, and indicators for the period 2026–2032). It translates the broader vision of the KreativEU Alliance into an operational model that can be progressively implemented, tested, and refined over time. As such, it serves both as an internal coordination tool and as an external reference point for stakeholders, funders, and policymakers seeking to understand the role and added value of the H&ART Incubator in Europe's cultural and creative landscape.

The H&ART Incubator will be positioned as essential infrastructure that bridges cultural preservation and creative innovation – not just another business incubator, but a transnational ecosystem that brings together art, culture, creative and digital industries, research, technology, and science. By pooling resources, tools, knowledge, and expertise across eleven European universities, it fosters innovation, entrepreneurship, and policy development in the cultural and creative industries.

### 1. CORE VISION AND MISSION

The H&ART Incubator envisions a vibrant European ecosystem where art, heritage, culture, technology, and entrepreneurship intersect to inspire innovation, empower communities, and foster sustainable development. It aspires to become a centre of expertise for transnational collaboration that strengthens Europe's cultural and creative industries while shaping a more inclusive, resilient, and future-oriented society.

The mission of the H&ART Incubator is to support start-ups, emerging artists, and individuals in developing their business ideas and creative projects in the cultural and creative industries. By providing access to shared spaces, resources, mentorship, and expertise across eleven universities from the KreativEU Alliance and their local ecosystems, the H&ART Incubator nurtures innovation and entrepreneurial mindsets. Through incubation, artistic residency, mentoring, student competition programmes, and observatory-driven knowledge services, it cultivates talent, drives cross-disciplinary initiatives, and generates insights to inform policies at local, national, and European levels.

## 2. PHASES

The H&ART Incubator operates through a carefully phased development spanning nearly a decade, ensuring stable growth, learning from experience, and long-term transformation:

- 1. Setup phase (2025)** . During the Setup Phase, the H&ART Incubator establishes its foundational structures – including governance, rules, procedures, and operational mechanisms – while forming local branches and preparing the ecosystem for launch.
- 2. Piloting phase (2026–2028)** . In the Piloting Phase, the H&ART Incubator tests its key actions, tools, and interventions on a smaller scale, experimenting with incubation cycles, artistic residencies, student competitions, mobility formats, and evaluation methods to identify what works best.
- 3. Implementation phase (2029–2032)** . The Implementation Phase scales up all activities across the eleven KreativEU partners, fully deploying incubation services, stakeholder engagement processes, digital platforms, and policy-support activities based on lessons learnt during the pilot.
- 4. Consolidation phase (2033+)** . In the Consolidation Phase, the H&ART Incubator strengthens its long-term sustainability by institutionalising successful practices, expanding partnerships, refining governance, and embedding a resilient transnational ecosystem that endures beyond project funding.

This long-term commitment ensures structural change in how Europe approaches the relationship between culture, education, research, and economic development.

## 3. KEY ACTIONS

The H&ART Incubator encompasses three key actions for impact.

- 1. Key Action 1: Support for start-ups, emerging artists, and individuals in developing their business ideas in the cultural and creative industries (Incubation)** . Key Action 1 provides comprehensive assistance to start-ups, emerging artists, and creative entrepreneurs through mentoring, access to facilities and virtual spaces, artistic residencies, networking with stakeholders, specialised training, mobility schemes, and digital collaboration tools across the KreativEU network.
- 2. Key Action 2: Cultivation of entrepreneurial thinking (Entrepreneurial mindset)** . Key Action 2 cultivates entrepreneurial thinking among students through competitions, specialised trainings, and mobility opportunities, preparing a new generation to transform cultural knowledge into sustainable ventures.
- 3. Key Action 3: Support in decision-making, policy development, and strategic planning in the cultural and creative industries (Policy and Strategy)** . Key Action 3 establishes a Territorial and Transnational Observatory (TTO) providing analytics and evidence-based insights for decision-making and policy development in cultural and creative industries, ensuring that innovation aligns with European values and societal needs.

## 4. GOVERNANCE

The H&ART Incubator operates through a multi-level governance structure designed for both coherence and flexibility.

**1. H&ART Incubator Transnational Managing Board (H&ART Incubator TMB)** . Composed by eleven members (WP4 Team), H&ART Incubator TMB makes strategic proposals, monitors local branches, manages TTO, adopts reports, and ensures strategic alignment and cohesion across the network through rotating chairmanship and democratic decision-making.

**2. Local branches** . Local branches at each KreativEU partner institution, led by dedicated Local Coordinators, implement Key Action 1 and Key Action 2 activities tailored to regional contexts while maintaining transnational standards.

**3. Territorial and Transnational Observatory (TTO)** . TTO implements Key Action 3 activities by providing analytics and evidence-based insights for decision-making and policy development in CCI.

## 5. INTERNAL AND EXTERNAL STAKEHOLDERS

The H&ART Incubator operates within a rich and interconnected environment of people, institutions, and communities that shape its development and benefit from its activities. These stakeholders provide expertise, resources, infrastructure, and opportunities, while also receiving support, knowledge, and innovation generated by the H&ART Incubator. Their participation reinforces the H&ART Incubator as a transnational ecosystem in which creativity, research, entrepreneurship, and policy-making mutually strengthen one another.

**1. Incubatees** . Incubatees include emerging artists, start-ups, spin-offs, multidisciplinary student teams, and creative or IT professionals who bring forward innovative ideas or cultural-creative projects. They are the core creators within the ecosystem, engaging in incubation cycles, artistic residencies, mentoring pathways, mobility schemes, and prototype development. Their progress generates value for the H&ART Incubator through new products, services, artistic works, and entrepreneurial initiatives.

**2. Mentors and experts** . Mentors and experts are practitioners, academics, cultural professionals, and industry specialists who contribute high-level knowledge and professional guidance. They support incubatees through mentorship, coaching, evaluation, specialised training, and advisory work. Their expertise strengthens programme quality and ensures that incubatees receive guidance aligned with professional and market standards.

**3. Governing bodies** . This group comprises the H&ART Incubator TMB, local branch teams, and the TTO. These bodies ensure the strategic direction, coordination, evaluation, and policy integration of the H&ART Incubator. They oversee implementation, guarantee compliance with regulations, ensure quality assurance, maintain registers, and support evidence-based decision-making.

**4. Student community** . The student community includes undergraduate, master's, and doctoral students across all KreativEU partners. They participate in entrepreneurship competitions, creativity labs, challenge-based learning, and mobility opportunities. Students bring new perspectives, contribute early-stage ideas, and feed directly into the talent pipeline of the H&ART Incubator. Their involvement increases entrepreneurial awareness and strengthens innovation culture within KreativEU partners.

**5. Researchers in the field of CCIs** . Researchers with research interests and output in the field of CCIs play a key role in strengthening the cultural-innovation ecosystem of the H&ART Incubator. They

support the H&ART Incubator by engaging in collaborative ideation with artists, incubatees, and citizen groups; providing specialised expertise in response to enquiries from the public or project teams; helping cultural actors and communities identify suitable academic partners for joint initiatives; and mapping and disseminating information about relevant funding opportunities for cultural and creative projects. Through these contributions, researchers help maintain a strong connection between academic knowledge, practical creative work, and societal needs across all KreativEU regions.

**6. Other stakeholders** 🏢. This diverse group includes policymakers, investors, institutions, professionals, communities. They enrich the ecosystem by offering spaces or access to specialised equipment, hosting incubatees or resident artists, providing funding or sponsorship, participating in evaluations, shaping real-life challenges, providing traineeship, and collaborating on exhibitions or pilots. They also benefit from H&ART Incubator outputs, TTO analyses, and collaboration opportunities. Their collaboration helps transfer innovation to society, supports cultural development, and expands the H&ART Incubator’s European footprint.

## 6. PROCESSES 🌀

The H&ART Incubator functions through a set of interconnected and mutually reinforcing processes that guarantee high-quality selection, incubation, entrepreneurial development, knowledge production, and meaningful outputs across all KreativEU partners. These processes reflect the three Key Actions and ensure coherent implementation throughout the transnational ecosystem.

**1. Selection and evaluation** 📝. This process ensures that all participants – incubatees, resident artists, mentors, and student competition teams – are selected transparently and fairly. Open calls are launched, applying unified eligibility checks and scoring criteria. Evaluation panels composed of trained experts and mentors assess applications based on merit, relevance, innovation potential, feasibility, and alignment with the H&ART Incubator’s values. This guarantees that each cycle includes highly committed participants and qualified mentors able to deliver meaningful impact.

**2. Incubation cycle** 🍷. The core operational process lasting 9–12 months, during which incubatees receive tailored support. The cycle integrates: personalised and group mentoring; access to physical and digital spaces, laboratories, and creative tools; artistic residencies; training and capacity-building opportunities; networking events and stakeholder engagement; mobility opportunities; traineeships; support in finding funding; continuous monitoring and progress tracking. This integrated cycle transforms ideas into prototypes, artworks, services, or early ventures.

**3. Entrepreneurial mindset and skill development** 🚀. This process develops the entrepreneurial potential of KreativEU students and early-stage innovators. It includes: student competitions for best ideas, prototypes, and cultural-heritage solutions; specialised trainings and workshops on entrepreneurial thinking; mobility opportunities; motivational seminars. This process ensures that entrepreneurship becomes an embedded and accessible learning experience across all KreativEU partners.

**4. Analysis and knowledge generation** 🔍. Led primarily by the TTO, this process produces evidence, foresight, and policy insights by mapping, diagnosis, and analysing territorial data, sectoral trends, challenges, and opportunities. Findings feed into policymaking and strategic planning in the CCIs.

**5. Outputs and valorisation** 📦. The final process transforms the H&ART Incubator's activities into visible, impactful results. The combined effect of all processes leads to diverse outputs, including: start-ups, ideas, new products, artistic and creative projects, academic and policy analyses, reports and recommendations, mobility and collaboration models, cultural policies. These outputs demonstrate the H&ART Incubator's contribution to creative innovation, entrepreneurship, and knowledge generation across Europe.

## 7. HYBRID INFRASTRUCTURE MODEL 🏗️

The H&ART Incubator is built on a hybrid operational model that leverages both physical and digital environments.

**1. Physical spaces** (studios, laboratories, creative hubs, and co-working areas): act as strong enablers for creativity, community-building, and hands-on collaboration.

**2. Digital platforms:** support transnational cooperation, enable resource-sharing across all KreativEU partners, and ensure full inclusion of participants from under-represented groups, remote areas, or low-density regions.

Together, these physical and digital infrastructures form a flexible, scalable, and accessible system that maximises participation, enhances mobility, and strengthens the H&ART Incubator's European identity.

## 8. HOLISTIC APPROACH 🧩

The H&ART Incubator is built on a holistic ecosystem model, where value is created not by a single actor but through the dynamic interaction of all components.

The core of the H&ART Incubator is the **entire ecosystem**, not the incubatees or any other single actor.

This ecosystem-based approach ensures that every unit reinforces the others – governance guides operations, local branches activate resources, mentors and experts provide knowledge, stakeholders contribute opportunities, and incubatees generate innovation.

## 9. VALUES AND PRINCIPLES 🧭

The H&ART Incubator operates on a set of core values that guide decision-making, collaboration, and the overall user experience across all eleven KreativEU partners. These principles shape how incubatees, mentors, and other stakeholders interact within the ecosystem.

**1. Voluntary participation.** All individuals and organisations engage in the H&ART Incubator out of free choice. Participation is not mandatory, ensuring motivation, commitment, and genuine interest in creative and entrepreneurial development.

**2. Transparency and fairness.** Processes such as selection, evaluation, mentoring, and resource allocation follow clear, publicly available criteria. Decision-making is documented and traceable, guaranteeing equal treatment and avoiding conflicts of interest.

**3. Equality and inclusion.** The H&ART Incubator supports diversity in all forms – disciplinary, cultural, geographic, socio-economic, linguistic, generational. It ensures accessible opportunities for under-represented groups and regions, aiming to reduce inequalities across Europe.

**4. Innovation and flexibility.** The H&ART Incubator encourages experimentation, fresh ideas, new approaches, and continuous learning. Its programmes are adaptable, allowing for evolution as technologies, cultural ecosystems, and societal needs change.

**5. Open collaboration and knowledge sharing.** Knowledge, good practices, and research insights are openly shared across KreativEU partners, stakeholders, and incubatees. The H&ART Incubator promotes openness, co-creation, and cross-border exchange in line with EU open science and open innovation policies.

## 9. SYSTEM MAP

The H&ART Incubator operates as a multi-layered, transnational socio-economic ecosystem, structured around a central hub, intermediary actors, and an extended European environment of collaborators, stakeholders, and beneficiaries. The system map visualises how ideas, expertise, support, authority, opportunities, and resources circulate across these layers to generate innovation, entrepreneurial activity, artistic production, and policy insight. The system map of the H&ART Incubator is visualised in **Figure 1**. It is presented as a living ecosystem organised in three concentric layers, each with distinct roles and interaction patterns.

### Centre (blue) : Core ecosystem.

H&ART Incubator ecosystem sits in the very middle – acting as a hub where collaboration, creativity, and resources converge. It plays a role of a strategic, operational and connective nucleus. The core ecosystem integrates inputs from all partners, distributes support, knowledge, and opportunities. It ensures coherence, quality assurance, and coordinated transnational impact.

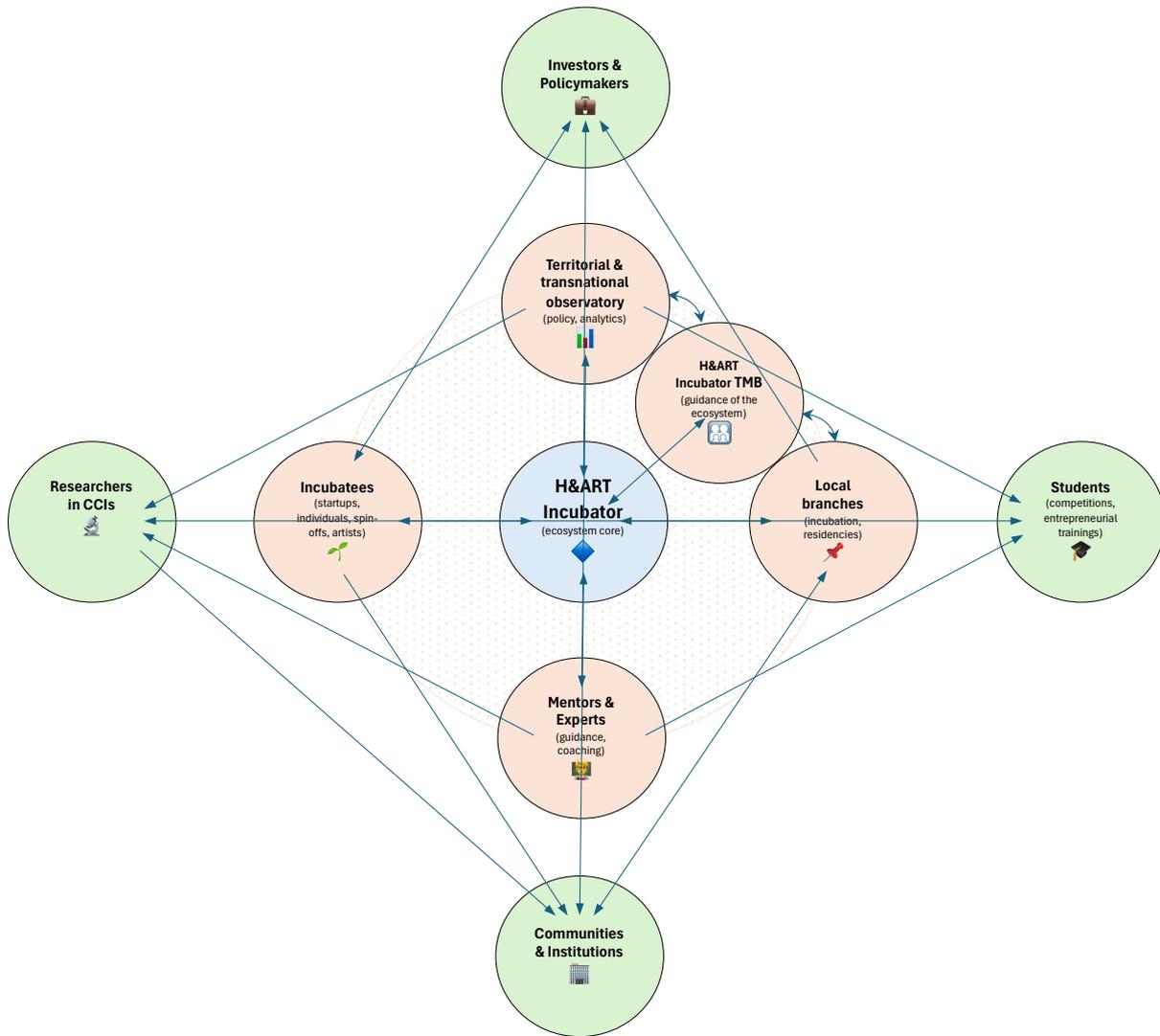
- The H&ART Incubator ecosystem is the Core (Central hub) .

### Inner nodes (rose) : Inner ring

Directly surrounding the hub are the core operators and enablers – the ones who are most tightly linked to the H&ART Incubator. Inner ring includes actors located closest to the Core (hub), with the highest frequency of interaction.

- H&ART Incubator TMB 
- Local branches 
- TTO 
- Incubatees 
- Mentors & Experts 

These actors have direct arrows to and from the Core because they are its primary “spokes”. The inner ring functions as the engine of implementation through governance, guidance, data generation, training, prototyping, and artistic creation.



**Figure 1: System map of the H&ART Incubator**

**Outer nodes (green) 🌐: Outer ring**

Around inner nodes is the wider ecosystem (ecosystem partners) – actors that interact with the H&ART Incubator via the inner ring, but still play a critical role. The broader environment that continuously interacts with and enriches the H&ART Incubator.

- Student community 🎓
- Investors & Policymakers 💼
- Researchers in CCIs 🔬
- Communities & Institutions 🏢

They are connected by arrows showing flows of knowledge, investment, expertise, and professional advice, and societal value. These actors form the transnational creative, academic, economic, and policy ecosystem that both shapes and absorbs the H&ART Incubator's outputs.

## System flows

The system map is built on bidirectional flows – meaning each arrow represents mutual influence, not one-way dependency. Below is a breakdown of the flows.

**A. Core ↔ Inner Nodes (most intensive exchange):** tight collaboration, governance, activities.

### 1. Core ↔ H&ART Incubator TMB

- From Core: data from transversal activities; policy and improvement recommendations; operational reports; request of approval.
- From H&ART Incubator TMB: governance and strategic direction; operational approval; regulatory and policy decisions; cross-branch coordination instructions.

### 2. Core ↔ Local branches

- From Core: directives, guidelines, and operational tools; approval of evaluation results; registers; feedback loops.
- From Local branches: performance reports; need assessment; local stakeholder updates.

**B. Inner Nodes ↔ Inner Nodes (high-frequency exchange):** regular, task-oriented, and coordination-intensive exchange of information, expertise, progress data, coordination outputs.

### 1. H&ART Incubator TMB / Local branches ↔ Mentors & Experts

- From H&ART Incubator TMB / Local branches: criteria for mentor selection; access to transnational network.
- From Mentors & Experts: expert knowledge; case studies and evaluation of incubation outcomes.

### 2. H&ART Incubator TMB / Local branches ↔ Incubatees

- From H&ART Incubator TMB / Local branches: selection criteria; mobility rules; access rules for resources.
- From Incubatees: progress data; feedback.

### 3. Mentors & Experts ↔ Incubatees

- From Mentors & Experts: knowledge transfer; consulting; guidance; project development support; coaching; feedback and evaluation.
- From Incubatees: innovative ideas; prototypes and artistic outputs; research insights; co-created knowledge; bottom-up identification of needs.

### 4. TTO ↔ H&ART Incubator TMB / Local branches

- From TTO: analytical reports; policy briefs; evidence for strategic planning.
- From H&ART Incubator TMB / Local branches: incubation data; project outcomes; stakeholder interactions; local cultural/ecosystem trends.

### 5. H&ART Incubator TMB ↔ Local Branches

- From H&ART Incubator TMB: criteria for selection; capacity-building support; coordination instructions.

- From Local branches: reporting; requests for approval; feedback loops.

**C. Inner Nodes ↔ Outer Nodes (moderate but strategic exchange):** exchange of resources (funding, knowledge, opportunities).

### 1. Local branches ↔ Student Community

- From Local branches: training, mobility, student competitions; creative challenges.
- From Student community: new ideas, projects; participation in H&ART Incubator events.

### 2. Incubatees ↔ Researchers

- From Researchers: resources; research findings; scientific/technical insights; methodological frameworks.
- From Incubatees: experimental artistic/digital prototypes; opportunities for applied research; access to user testing environments.

### 3. Incubatees ↔ Communities & Institutions

- From Communities & Institutions: artistic residencies; exhibitions, public presentations; co-creation workshops; testing cultural innovation.
- From Incubatees: local knowledge and traditions; policy challenges and case studies.

### 4. Incubatees ↔ Investors/Industry partners

- From Incubatees: incubation-ready start-ups and prototypes; validated ideas; talent pipeline; investment opportunities.
- From Investor/Industry partners: capital; business expertise; access to markets; scaling possibilities.

### 5. TTO ↔ Policymakers

- From TTO: policy recommendations; impact assessment.
- From Policymakers: policy needs; regulatory feedback; strategic priorities.

### 6. Local branches ↔ Communities & Institutions

- From Local branches: good practices in incubation, entrepreneurship, digital skills; participation in H&ART Incubator events; joint exhibitions or events.
- From Communities & Institutions: local cultural knowledge, heritage data; professional expertise; community needs and challenges informing incubation topics; joint projects.

### 7. TTO ↔ Communities & Institutions

- From TTO: reports, strategic recommendations, policy briefs, analytics on CCIs; needs assessments, cultural mapping, territorial intelligence.
- From Communities & Institutions: local statistical data, information on municipal strategies, cultural policies, feedback on policy implementation challenges; regulatory constraints and priorities; data on project impacts at local level; real-world testing environments.

### D. Outer Nodes ↔ Outer Nodes (cross-pollination)

These flows strengthen the H&ART Incubator's ecosystemic resilience and socio-cultural embeddedness.

- Student community ↔ Researchers (e.g., co-creation of interdisciplinary projects).
- Investors ↔ Communities (e.g., funding of cultural initiatives).
- Policymakers ↔ Institutions (e.g., cultural policy implementation).
- Communities ↔ Researchers → (e.g., heritage-based input).

## System dynamics

The H&ART Incubator operates as a living, adaptive system in which knowledge, resources, insights, and decisions circulate continuously among actors across all KreativEU partners. Its functioning is shaped by several interconnected dynamic mechanisms:

**1. Feedback Loops.** Feedback processes ensure that the H&ART Incubator remains responsive, user-centred, and evidence-based. Bottom-up feedback from incubatees informs improvements in selection procedures, mentoring, mobility, and support services. At the same time, the TTO generates analytical insights – policy briefs, trend analyses, territorial mappings – that influence strategic adjustments, KPIs, and programme design. Local branches also contribute to this loop by reporting real-time operational challenges, user needs, and ecosystem developments, enabling continuous refinement at both local and transnational levels.

**2. Iterative Cycle.** The H&ART Incubator evolves through an iterative cycle of Piloting → Implementation → Consolidation, with each phase producing lessons that improve the next. This cycle strengthens institutional memory, enhances quality standards, and supports the progressive maturation of the entire ecosystem. Rather than fixed one-off interventions, the H&ART Incubator relies on iteration to adapt to technological advances, creative sector trends, and stakeholder expectations.

**3. Multi-directional exchange.** Value within the ecosystem emerges from the circulation of knowledge, skills, and opportunities among all actors – not from linear or top-down processes. Local branches exchange methodologies, tools, and reports; mentors share expertise across borders; incubatees collaborate transnationally; and stakeholders contribute opportunities, resources, and feedback. This continuous multidirectional flow makes the ecosystem resilient, participatory, and innovation-driven.

**4. Hybridisation.** Innovation within the H&ART Incubator thrives on the integration of diverse forms of expertise. Artistic creativity blends with digital technologies; cultural heritage knowledge intersects with entrepreneurial thinking; academic research is embedded in real-world practice; and policy perspectives shape innovation pathways. This hybrid approach enables the emergence of new models, products, and creative solutions that could not be generated within a single discipline.

**5. Transnationality.** Cross-border collaboration is not an optional feature but a structural foundation of the H&ART Incubator. All processes – selection, incubation, mentoring, evaluation, policy analysis, and mobility – operate transnationally. This ensures that incubatees and other stakeholders benefit from a broad European environment of ideas, resources, cultural contexts, and professional networks, transforming the H&ART Incubator into a genuinely European innovation ecosystem.

## Chapter 2: Constitutive Rules for the Structure, Operation, and Joint Management of the Transnational Art and Heritage Incubator of the KreativEU Alliance

### Section I. GENERAL PROVISIONS

**Art. 1.** These Rules govern the structure, functioning, and joint management of the Transnational Art and Heritage Incubator, hereinafter referred to as ‘the H&ART Incubator’.

**Art. 2.** (1) The H&ART Incubator is a jointly managed, cross-border specialised programme of the KreativEU Alliance, supported by a transnational governance structure, and rooted in the academic environment of its member universities. It is designed to create a transnational ecosystem at the intersection of art, heritage, cultural and creative industries, digital technologies, and research. Anchoring the contemporary use of the past in a forward-looking framework, it fosters and nurtures innovative thinking and entrepreneurial ideas, cultivates entrepreneurial mindsets across the KreativEU Alliance, supports start-ups, emerging artists, and individuals from the KreativEU partners’ countries in developing business ideas and creative projects by pooling resources, tools, knowledge, and expertise, and – through its Territorial and transnational observatory of creative and cultural industries – provides evidence, analysis, and policy support to strengthen cultural and creative innovation at the European level.

(2) The realisation of the H&ART Incubator goes through four phases:

1. Setup phase of establishing governance and constructing the foundations of the H&ART Incubator: until December 2025.
2. Piloting phase of experimental implementation of the programme and reflection of results: from January 2026 to December 2028.
3. Implementation phase of full implementation of the programme after reflecting the results, recommendations, and “lessons learnt” from the Piloting phase: from 2029 to 2032.
4. Consolidation phase of scaling impact, ensuring sustainability, and embedding the H&ART Incubator as a permanent European ecosystem: from 2033 onward.

(3) The official logo of the H&ART Incubator is presented in Annex No. 1.

**Art. 3.** The implementation of the H&ART Incubator activities must respect the principles of:

1. free choice and voluntary participation of the incubatees;
2. orientation towards the interests, motivation, and state of the incubatees;
3. transparency, fairness, and efficiency in the selection of mentors and incubatees;
4. equality and non-discrimination in the selection process, as well as in the organisation and implementation of the incubation process;
5. innovation, flexibility, and efficiency in the practices, organisation and implementation of the incubation process;

6. transparency, predictability, and equality in management;
7. loyal cooperation.

## Section II. KEY ACTIONS AND ACTIVITIES

**Art. 4.** The H&ART Incubator encompasses three key actions:

1. Key Action 1: Support for start-ups, emerging artists, and individuals in developing their business ideas in the cultural and creative industries. The key action is targeted at incubatees. The specific incubation interventions are regulated in an incubation agreement.
2. Key Action 2: Cultivation of entrepreneurial thinking. The key action is aimed at students of the KreativEU Alliance, with the goal of developing their entrepreneurial mindset and increasing the interest of more students in entrepreneurship.
3. Key Action 3: Support in decision-making, policy development, and strategic planning in the cultural and creative industries. The key action is aimed at all stakeholders of the H&ART Incubator. It is implemented through the Territorial and Transnational Observatory of Cultural and Creative Industries (TTO), which collects and analyses data, provides research and governance mapping, and disseminates evidence-based insights to inform strategies at local, national, and European levels.

**Art. 5.** Key Action 1: Support for start-ups, emerging artists, and individuals to develop their business ideas in the cultural and creative industries includes the following activities, incubation interventions, and conditions:

1. diagnosis of applicants for incubation;
2. providing opportunities to participate in a mentoring programme;
3. consulting, providing expertise, coaching, and giving recommendations and guidelines in various fields;
4. providing access to spaces and resources offered by KreativEU partners for use by to the H&ART Incubator;
5. providing opportunities for incubated students to participate in international mobility;
6. providing opportunities for incubated students to participate in thematic internships offered by the KreativEU Career Centre;
7. providing opportunities for incubated students to attend thematic training courses and micro-credentials offered by the KreativEU Career Centre;
8. organising and enabling participation in targeted communication and outreach events for setting up and expanding a transnational network of stakeholders, presenting successful innovative projects supported by the H&ART Incubator, and attracting potential investors;

9. providing networking opportunities;
10. providing access to KreativEU Alliance's digital infrastructure and tools for collaboration of the incubatees, researchers from KreativEU partners, associated partners, and stakeholders;
11. providing connection and collaboration with researchers from KreativEU partners;
12. providing opportunities to participate in artistic residency programmes;
13. creating, maintaining and updating registers and databases (register of incubatees; register of resident artists; register of potential investors; register of researchers with interests in the CCI; register of stakeholders; register of mentors; register of intellectual property) in accordance with the GDPR and D1.5 Data Protection Plan of the KreativEU Alliance;
14. other activities, incubation interventions, and conditions to support start-ups, emerging artists, and individuals in developing their business ideas in the cultural and creative industries.

**Art. 6.** Key Action 2: Cultivation of entrepreneurial thinking includes the following activities:

1. organising and conducting student competitions for the best start-up or product idea;
2. enabling students to attend lectures, seminars, and workshops on entrepreneurship;
3. other activities aimed at motivating students of the KreativEU partners to explore entrepreneurship and at cultivating entrepreneurial thinking and attitudes.

**Art. 7.** Key Action 3: Support in decision-making, policy development, and strategic planning in the cultural and creative industries includes the following activities:

1. defining indicators and collecting data from/about the cultural and creative industries;
2. diagnosis of the territories and countries of the KreativEU partners;
3. implementing governance mapping in the cultural and creative industries for the territories and countries of the KreativEU partners;
4. conducting thematic and sectoral analysis in the cultural and creative industries;
5. disseminating results through reports, publications in specialised editions, conferences, seminars, and workshops;
6. providing access to KreativEU Alliance's digital infrastructure and tools for collaboration of the citizens searching for funding and support in developing creative and cultural projects, researchers from KreativEU partners in the field of cultural and creative industries, associated partners, and stakeholders;
7. providing connection and collaboration with researchers from KreativEU partners in the field of cultural and creative industries;
8. other activities supporting decision-making, policy development, and strategic planning in the cultural and creative industries.

### Section III. STRUCTURE AND GOVERNANCE

**Art. 8.** The structure and governance of the H&ART Incubator are defined in Annex No. 2.

**Art. 9.** (1) The governance of the H&ART Incubator's activities is carried out by the Transnational Managing Board, hereinafter referred to as 'the H&ART Incubator Transnational Managing Board'.

(2) The H&ART Incubator Transnational Managing Board is a strategic governing body of the H&ART Incubator, which includes the eleven members of the WP 4 team.

(3) The composition of the H&ART Incubator Transnational Managing Board is approved by the Managing Board of the KreativEU Alliance.

**Art. 10.** (1) The members of the H&ART Incubator Transnational Managing Board act as local coordinators for the implementation of the activities of the H&ART Incubator at each KreativEU partner.

(2) The implementation of the activities of the H&ART Incubator at each KreativEU partner is carried out by local branches under the leadership of a Local Coordinator.

**Art. 11.** (1) The H&ART Incubator Transnational Managing Board performs the following functions:

1. prepare proposals for the priorities for the development of the H&ART Incubator and their allocation among the members of the H&ART Incubator Transnational Managing Board;
2. prepare proposals for amendments to D4.3 Art and Heritage Incubator Strategy for Development;
3. prepare proposals for amendments to the unified criteria for selecting incubatees;
4. prepare proposals for amendments to the unified criteria for selecting mentors for the H&ART Incubator;
5. prepare proposals for amendments to the Constitutive rules for the structure, operation, and joint management of the Transnational Art and Heritage Incubator of the KreativEU Alliance;
6. discusses and adopts the annual progress report of the H&ART Incubator;
7. discusses and adopts the annual calendar of the calls for applications for mentors, calls for applications for incubatees, calls for applications for resident artists, calls for participation in student competitions;
8. discusses and approves the selection of mentors, as carried out by the Selection Panel pursuant to Article 22;
9. discusses and approves the selection of incubatees, as carried out by the Selection Panel pursuant to Article 26;
10. discusses collected feedback from various stakeholders of the H&ART Incubator and gives recommendations to improve the recruitment criteria and activities of the H&ART Incubator and its local branches;

11. monitors the activities of local branches and the progress of performance indicators;
12. coordinates collaboration between the local branches of the H&ART Incubator;
13. coordinates the activities of the TTO and its collaboration with local branches;
14. discusses and adopts annual progress reports of the local branches;
15. provides recommendations to improve the activities of local branches;
16. prepare proposals for the expansion of the mentor pool;
17. discusses and proposes policies in the cultural and creative industries for the territories and countries of the KreativEU partners;
18. gives recommendations for improving and diversifying the activities of the TTO;
19. approves the composition and leadership of the TTO;
20. explores, discusses, and makes justified proposals to the Managing Board of the KreativEU Alliance regarding the legal status of the H&ART Incubator;
21. explores, discusses, and makes proposals for updates of the portfolio of activities and services of the H&ART Incubator;
22. collaborates and coordinates with the Advisory Board and Managing Board of the KreativEU Alliance to incorporate results, recommendations, and “lessons learnt” from the Piloting phase into the operation, structure, management, strategy for development, intellectual property rights policy and regulations of the H&ART Incubator;
23. explores the opportunities and makes justified proposals to the Managing Board regarding incubation fees;
24. maintains and updates central registers and databases (register of incubatees; register of resident artists; register of potential investors; register of researchers with interests in the CCI; register of stakeholders; register of mentors; register of intellectual property), in accordance with the EU GDPR, applicable national data-protection laws, and D1.5 Data Protection Plan of the KreativEU Alliance;
25. initiates and monitors the organisation of transnational events of the H&ART Incubator;
26. initiates and monitors the preparation of project proposals for funding activities of the H&ART Incubator;
27. creates task forces to address specific issues within its overall responsibilities.

(2) The H&ART Incubator Transnational Managing Board reports to the Managing Board of the KreativEU Alliance.

**Art. 12.** (1) Decisions of the H&ART Incubator Transnational Managing Board are taken by a two-thirds majority of all members.

(2) The H&ART Incubator Transnational Managing Board meets at least once every two months.

(3) The planning and management of H&ART Incubator Transnational Managing Board meetings are conducted in accordance with the unified procedure for all governing bodies of the KreativEU Alliance.

**Art. 13.** (1) The H&ART Incubator Transnational Managing Board is chaired by a Chairperson.

(2) The Chairmanship rotates among the H&ART Incubator Transnational Managing Board members.

(3) The Chairmanship rotates every six months, following a pre-determined schedule.

**Art. 14.** The Chairperson of the H&ART Incubator Transnational Managing Board:

1. plans and chairs H&ART Incubator Transnational Managing Board meetings;
2. organises the preparation of the annual progress report of the H&ART Incubator;
3. is responsible for document management and maintaining the joint online archive of the H&ART Incubator;
4. oversees compliance with the deadlines for preparing and submitting annual progress reports of the local branches;
5. nominates a leader of the TTO;
6. represents the H&ART Incubator in its relations with other bodies of the KreativEU Alliance, other European University Alliances, and national, regional, and international institutions and forums.

**Art. 15.** The Local Coordinator:

1. plans and organises the activities of the local branch in relation to the implementation of Key Action 1 and Key Action 2 of the H&ART Incubator;
2. plans and chairs the meetings of local branch team;
3. organises and monitors the process of collecting feedback from various stakeholders of the local branch;
4. monitors the implementation of activities and progress of performance indicators;
5. initiates and supervises the preparation of the annual progress report of the local branch;
6. makes proposals for the portfolio of activities and services of the local branch;
7. maintains and updates registers and databases of the local branch (register of incubatees; register of resident artists; register of potential investors; register of researchers with interests in the CCIs; register of stakeholders; register of mentors; register of intellectual property), in accordance with the GDPR and D1.5 Data Protection Plan of the KreativEU Alliance;
8. is responsible for document management and maintaining the online archive of the local branch;
9. initiates and monitors the organisation of events of the local branch;
10. represents the local branch in the H&ART Incubator Transnational Managing Board;
11. represents the local branch in its relations with other bodies of the KreativEU Alliance, national institutions, and forums;

12. represents the H&ART Incubator in its relations with the national, regional, and international institutions and forums, in the case of unavailability of the Chairperson.

#### **Section IV.**

### **TERRITORIAL AND TRANSNATIONAL OBSERVATORY OF CULTURAL AND CREATIVE INDUSTRIES**

**Art. 16.** (1) The TTO is a special expert group of analytical specialists, researchers, or doctoral students from the KreativEU partners.

(2) The minimum number of TTO members is eleven analytical specialists, researchers or doctoral students – one per each KreativEU partner.

(3) Analytical experts, researchers, or doctoral students from the associated partners of the KreativEU Alliance may also be members in the TTO.

(4) One of the members of the TTO acts as a Leader of the TTO. The Leader of the TTO is an analytical specialist or researcher from one of the KreativEU partners.

(5) The composition and leadership of the TTO are approved by the H&ART Incubator Transnational Managing Board, based on the nominations of the KreativEU partners and associated partners.

**Art. 17.** The TTO:

1. monitors and analyses trends and data for the cultural and creative industries in the territories and countries of the KreativEU partners;
2. is responsible for implementing the activities of Key Action 3 of the H&ART Incubator;
3. assists the H&ART Incubator Transnational Managing Board in monitoring and proposing policies in the cultural and creative industries for the territories and countries of the KreativEU partners.

**Art. 18.** The Leader of the TTO:

1. plans and organises the activities of the TTO;
2. plans and chairs the meetings of the TTO team;
3. monitors the progress of the activities of TTO;
4. ensures collaboration between the TTO and the local branches of the H&ART Incubator;
5. makes proposals for the updates in the portfolio of activities and services of the TTO;
6. is responsible for document management and maintaining the online archive of the TTO;
7. represents the TTO in its relations with other bodies of the KreativEU Alliance, institutions, and forums.

## Section V. MENTOR APPLICATION AND SELECTION

**Art. 19.** (1) Mentor applications are submitted and accepted during an open call.

(2) The opening of a call for applications, the application process, and the mentor evaluation and selection are organised and conducted by the local branches of the H&ART Incubator, in full compliance with the unified selection criteria set out in Annex No. 3.

**Art. 20.** The local branches of the H&ART Incubator ensure the visibility and accessibility of the call for applications, following the guidelines and requirements outlined in D8.1 Dissemination and Communication Plan of the KreativEU Alliance.

**Art. 21.** The call for applications includes at least the following information:

1. brief description of the activity, purpose of the selection, and benefits for applicants;
2. vision for mentoring;
3. duration of the mentoring programme;
4. eligibility conditions and selection criteria;
5. required documents;
6. application deadlines;
7. deadlines for announcement of results;
8. working language;
9. contact details for inquiries.

**Art. 22.** (1) The local branches of the H&ART Incubator organise and administer the evaluation and selection process of mentors, ensuring transparency, fairness, efficiency, non-discrimination, and equal treatment of applicants.

(2) The evaluation and scoring of applications and the selection of mentors must be carried out by a Selection Panel of experts composed of local delegates designated by the KreativEU partner hosting the local branch of the H&ART Incubator. Experts from other KreativEU partners and associated partners of the KreativEU Alliance may also participate in the Selection Panel.

(3) The final selection and admission of mentors, as carried out by the Selection Panel pursuant to para. 2, is subject to approval by the H&ART Incubator Transnational Managing Board.

**Art. 23.** (1) Following approval by the H&ART Incubator Transnational Managing Board, the selected applicants are entered into the Register of mentors of the local branch and into the central Register of mentors of the H&ART Incubator.

(2) The Registers referred to in para. 1 are publicly accessible in compliance with the GDPR and D1.5 Data Protection Plan of the KreativEU Alliance. Public access is limited to information for which the mentor has given explicit written consent to publication, such as name, professional title, field of

expertise, and institutional affiliation. Personal contact details and other protected information remain confidential and accessible only to authorised representatives of the H&ART Incubator for administrative purposes.

## **Section VI.**

### **INCUBATEE APPLICATION AND SELECTION**

**Art. 24.** (1) Incubatee applications are submitted and accepted during an open call.

(2) The opening of a call for applications, the application process, and the incubatee evaluation and selection are organised and conducted by the local branches of the H&ART Incubator, in full compliance with the unified selection criteria set out in Annex No. 4.

(3) The local branches of the H&ART Incubator ensure the visibility and accessibility of the call for applications, following the guidelines and requirements outlined in D8.1 Dissemination and Communication Plan of the KreativEU Alliance.

**Art. 25.** The call for applications includes at least the following information:

1. brief description of the activity, purpose of the selection, and benefits for applicants;
2. duration of the incubation process;
3. eligibility conditions and selection criteria;
4. required documents;
5. application deadlines;
6. deadlines for announcement of results;
7. working language;
8. contact details for inquiries.

**Art. 26.** (1) The local branches of the H&ART Incubator organise and administer the evaluation and selection process of incubatees, ensuring transparency, fairness, efficiency, non-discrimination, and equal treatment of applicants.

(2) The evaluation and scoring of applications and the selection of incubatees must be carried out by a Selection Panel of experts composed of local delegates designated by the KreativEU partner hosting the local branch of the H&ART Incubator. Experts from other KreativEU partners and associated partners of the KreativEU Alliance may also participate in the Selection Panel.

(3) The final selection and admission of incubatees, as carried out by the Selection Panel pursuant to para. 2, is subject to approval by the H&ART Incubator Transnational Managing Board.

**Art. 27.** (1) Following approval by the H&ART Incubator Transnational Managing Board, the selected applicants are entered into the Register of incubatees of the local branch and into the central Register of incubatees of the H&ART Incubator.

(2) The Registers referred to in para. 1 are publicly accessible in compliance with the GDPR and D1.5 Data Protection Plan of the KreativEU Alliance. Public access is limited to information for which the incubatee has given explicit written consent to publication, such as name, project title, artistic or professional title, and country of origin. Personal contact details, project documentation, and other non-public information remain confidential and accessible only to authorised representatives of the H&ART Incubator for administrative purposes.

**Art. 28.** (1) Selected applicants sign an incubation agreement.

(2) Parties of the incubation agreement are the KreativEU partner, where the selection was made and the incubation will take place, and the incubatee.

(3) The incubation agreement includes at least the following elements:

1. duration of the incubation;
2. subject matter of the agreement;
3. working language;
4. access to spaces and resources;
5. access to other resources of the local branch of the H&ART Incubator;
6. incubation plan;
7. exit conditions from the H&ART Incubator;
8. intellectual property management;
9. confidentiality and non-disclosure agreement.

## **Section VII.**

### **INCUBATION PERIOD AND EXIT CONDITIONS**

**Art. 29.** (1) The incubation period for incubatees is between 9 and 12 months.

(2) The incubation period is determined in the incubation agreement.

(3) If necessary, the incubation period may be extended by an amendment to the incubation agreement, provided that the total incubation duration of 12 months is not exceeded.

**Art. 30.** Upon expiry of the incubation period, the incubatee exits the H&ART Incubator.

## Section VIII. INCUBATION FEES

**Art. 31.** (1) During the Piloting phase of the H&ART Incubator, participation of the incubatees is free of charge. Incubatees are not required to pay any fees for application, admission, participation, or completion of the incubation process.

(2) The introduction and application of incubation fees in subsequent operational phases of the H&ART Incubator are subject to a duly justified proposal by the H&ART Incubator Transnational Managing Board and a formal decision by the Managing Board of the KreativEU Alliance.

(3) Any future fee structure must ensure broad accessibility, inclusiveness, and equal opportunity for all eligible participants, in full compliance with the values and principles of the KreativEU Alliance and the relevant European Union regulations governing non-discrimination and equal access to education, culture, and innovation.

## Section IX. ACCESS TO SPACES AND RESOURCES

**Art. 32.** (1) The access of incubatees to the spaces and resources provided by KreativEU partners for the purposes of the H&ART Incubator, as specified in Annex No. 5, is regulated in the respective Incubation Agreement.

(2) Local branches may additionally grant incubatees an access to physical and virtual spaces, equipment, apparatus, software, and databases – whether owned by the local branch, by another local branch, by the KreativEU Alliance (as part of the KreativEU Inter-University Heritage European Campus), by an associated partner, or by a third party – beyond those listed in Annex No. 5. Such access is also defined and formalised within the Incubation Agreement.

(3) Any request by one local branch of the H&ART Incubator to another for the sharing physical or virtual space or resources will be made and processed in accordance with D6.1 Common Protocols and Flow Charts for the Sharing of Spaces and Resources adopted by the KreativEU Alliance.

## Section X. STUDENT COMPETITIONS FOR THE BEST START-UP OR PRODUCT IDEA

**Art. 33.** Student competitions for the best start-up or product idea are organised and administered in accordance with D6.2 Seed Funding Initiative Regulations of the KreativEU Alliance.

**Art. 34.** (1) Registration for participation in student competitions for the best start-up or product idea is accepted during an open call.

(2) The opening of a call for registration, the registration, the organisation and conduct of the student competition, the evaluation of participants, and the selection of winners are carried out by the local

branches of the H&ART Incubator, in full compliance with the uniform evaluation criteria set forth in Annex No. 6.

(3) The local branches of the H&ART Incubator must ensure the visibility and accessibility of the call for registration, in accordance with the guidelines and requirements outlined in D8.1 Dissemination and Communication Plan of the KreativEU Alliance.

**Art. 35.** (1) The call for registration includes at least the following information:

1. theme of the competition;
2. deadlines for registration;
3. time and venue for each round;
4. eligibility criteria;
5. evaluation criteria;
6. required documents;
7. method and form of participation;
8. conditions of participation, including conduct of participants, intellectual property rights, confidentiality, acknowledgement, acceptance of terms;
9. awards;
10. deadlines for announcing results for each round and the awards ceremony;
11. working language;
12. contact details for inquiries.

(2) Registration for a student competition constitutes the participant's full and unconditional acceptance of the applicable Competition Terms, including provisions on intellectual property, confidentiality, and third-party content clearance. Participants warrant that all submitted works are original, do not infringe third-party rights, and that any third-party content used has been duly licensed or cleared for the intended use within the competition and subsequent dissemination activities.

**Art. 36.** (1) The local branches of the H&ART Incubator organise and administer student competitions, ensuring transparency, fairness, efficiency, non-discrimination, and equal treatment of participants.

(2) The evaluation and scoring of participants and the selection of winners must be carried out by an Evaluation Panel of experts composed of local delegates designated by the KreativEU partner hosting the local branch of the H&ART Incubator. Experts from other KreativEU partners and associated partners of the KreativEU Alliance and invited persons with relevant expertise may also participate in the Evaluation Panel.

## Section XI. ARTISTIC RESIDENCY PROGRAMMES

**Art. 37.** (1) Applications for participation in an artistic residency programme are submitted and accepted during an open call.

(2) The opening of a call for applications, the submission of applications, and the evaluation and selection of applicants for participation in an artistic residency programme are organised and conducted by the local branches of the H&ART Incubator, in full compliance with the uniform selection criteria set forth in Annex No. 7.

(3) The local branch of the H&ART Incubator must ensure the visibility and accessibility of the call for applications, in accordance with the guidelines and recommendations outlined in D8.1 Dissemination and Communication Plan of the KreativEU Alliance.

**Art. 38.** The call for applications includes at least the following information:

1. brief description and purpose of the programme;
2. duration of the programme;
3. working language;
4. eligibility conditions and selection criteria;
5. required application documents;
6. application deadlines;
7. deadlines for announcing the selection results;
8. requirements for project proposals;
9. residency conditions, including opportunities for collaboration with other artists, experts and academic staff of KreativEU Alliance, particularly where such collaboration supports educational or interdisciplinary outputs;
10. amount of artistic fee;
11. contact details for inquiries.

**Art. 39.** (1) The local branches of the H&ART Incubator organise and administer the evaluation and selection process of resident artists, ensuring transparency, fairness, efficiency, non-discrimination, and equal treatment of applicants.

(2) The evaluation and scoring of applications and the selection of resident artists must be carried out by a Selection Panel of experts composed of local delegates designated by the KreativEU partner hosting the local branch of the H&ART Incubator. Experts from other KreativEU partners and associated partners of the KreativEU Alliance may also participate in the Selection Panel.

**Art. 40.** (1) Selected artists sign an artistic residency agreement.

(2) Parties of the artistic residency agreement are the KreativEU partner, where the selection was made and artistic residency programme will take place, and the selected artist, hereafter referred to as 'resident artist'.

(3) The artistic residency agreement includes at least the following particulars:

1. duration of the artistic residency;
2. subject matter of the agreement;
3. working language;
4. venue of the artistic residency;
5. access to spaces and resources;
6. access to other resources of the local branch of the H&ART Incubator;
7. provided support for the duration of the artistic residency;
8. intellectual property management;
9. confidentiality and non-disclosure agreement;
10. artistic fee.

## **Section XII. INTELLECTUAL PROPERTY MANAGEMENT**

**Art. 41.** (1) All incubatees, resident artists and students retain full copyright and moral rights in all works, inventions, and outputs (hereafter referred to as 'works') created within the H&ART Incubator framework, unless otherwise agreed in writing. Background IP and Foreground IP must be clearly defined. In jurisdictions where national law grants to the creator or inventor ownership over the intellectual property they have created, ownership remains with the individual author and any licensing to the H&ART Incubator must be based on explicit written consent. Nothing in these Rules or the related agreements must be construed as a waiver of non-waivable moral rights under applicable national or European law. Any adaptations, translations, or modifications made under authorised licences must respect the author's moral rights of paternity and integrity.

(2) Where works are created jointly by two or more incubatees, resident artists, mentors, or other contributors and where the contribution of each cannot be separated for the purpose of establishing intellectual property rights, the co-authors must own the work in undivided shares, unless otherwise agreed in writing. Each co-author must exercise the rights of use and licensing under Article 42 in good faith coordination with the other co-authors, ensuring that no exploitation or licensing decision is made that would unreasonably prejudice the legitimate interests of the others.

(3) The H&ART Incubator and its local branch, where the works were created, acknowledge the incubatee, resident artist and the student, who has participated in a student competition, as the sole author of the works.

(4) Intellectual property must be managed in accordance with the principles of fairness, transparency, and respect for author's rights.

**Art. 42.** (1) As part of the incubation agreement, artistic residency agreement, or student competition participation terms, incubatees, resident artists, and students grant to the H&ART Incubator and its local branch, where the works were created, a non-exclusive licence to reproduce, distribute, display, and communicate the works for the following purposes:

1. promotion and documentation: use in press releases, brochures, reports, social media, websites, marketing campaigns, and institutional branding;
2. educational and research activities: inclusion in lectures, workshops, publications, teaching resources, catalogues, institutional records, and digital archives;
3. exhibition rights in incubator-related contexts: the right to exhibit the works created within the framework of the H&ART Incubator, physically or digitally, during the period of the incubation or artistic residency;
4. compliance with obligations under the Grant Agreement: to the extent necessary, to grant the European Commission, other EU institutions, and Member State authorities the access and use rights required for information, communication, dissemination, and policy purposes, in accordance with Article 48 of these Rules and Annex No. 8, part VI.

(2) The licence granted to the H&ART Incubator and its local branch is non-exclusive, royalty-free, and limited to the scope expressly agreed in writing. Where national law grants to the creator or inventor ownership over the intellectual property they have created, the licence requires the author's explicit written consent.

(3) The licence is valid for the full duration of the copyright protection, unless otherwise agreed and subject to applicable national regulations.

(4) Authors may revoke the promotional or dissemination licence in cases of serious and demonstrable reputational harm resulting from the continued use of their work. Revocation must be made in writing, with 60 days' notice to the H&ART Incubator. Such revocation must not affect prior lawful uses made before the expiry of the notice period, nor materials already disseminated in good faith.

(5) The use of any person's image, likeness, voice, or performance in photographs, video, sound recordings, or other media is subject to the individual's prior, explicit consent, in accordance with applicable national image and personality rights legislation, the GDPR, and D1.5 Data Protection Plan of the KreativEU Alliance. Such consent must specify the scope, purpose, and duration of use and may be withdrawn at any time, without prejudice to prior lawful uses.

**Art. 43.** (1) Physical works remain the property of the incubatee, resident artist, and the student, who has participated in a student competition.

(2) If the H&ART Incubator and its local branch, where the works were created, acquire the ownership of the physical works through purchase or donation, this does not affect the author's copyright, unless explicitly transferred.

**Art. 44.** (1) Net revenue (gross income minus verifiable direct costs) generated by the H&ART Incubator and its local branch through exhibition, reproduction, or distribution of the works must be shared 80% with the author and 20% with the H&ART Incubator, unless otherwise agreed. Annual

revenue statements must be provided within 60 days, payments within 30 days, and authors retain audit rights. Such revenue sharing applies only where the author has granted a licence allowing such exploitation.

(2) Net revenue excludes recoverable VAT and mandatory levies. Authors may audit statements once per fiscal year on reasonable notice.

**Art. 45.** Incubatees, resident artists and the students, who have participated in student competitions, retain the right to exhibit, sell, license, or reproduce the works elsewhere, provided such use does not conflict with the licence granted to the H&ART Incubator and its local branch, where the works were created.

**Art. 46.** (1) All communication, dissemination and exploitation activities of the works elsewhere undertaken by the incubatees, resident artists and the students, who have participated in student competitions, must acknowledge the support of the H&ART Incubator and KreativEU Alliance and display the logos of the H&ART Incubator and KreativEU Alliance, together with the disclaimer:

*“The [work] is created during the [incubation programme / artistic residency programme / student competition] implemented within the H&ART Incubator of the KreativEU Alliance.”*

(2) All communication and dissemination activities of the works elsewhere undertaken by the H&ART Incubator, its local branch, where the works were created, incubatees, resident artists, and the students, who have participated in student competitions, must also acknowledge EU support and display the European flag emblem with the funding statement:

*“Co-funded by the European Union”*

together with the disclaimer:

*“Funded by the European Union. Views and opinions expressed are however those of the author(s) only and do not necessarily reflect those of the European Union or the European Education and Culture Executive Agency (EACEA). Neither the European Union nor EACEA can be held responsible for them.”*

(3) The use of the European emblem must comply with the EU guidelines on the use of the European emblem in the context of EU-funded projects (available at: European Commission, Rules for the Use of the EU Emblem).

**Art. 47.** (1) The detailed intellectual property rights policy of the H&ART Incubator is set out in Annex No. 8, which is binding on all incubatees, resident artists, students involved in student competitions, mentors, and KreativEU partners.

(2) Standardised intellectual property rights clauses for the agreements are included in:

1. Annex No. 9 – intellectual property rights clauses for the incubation agreement;
2. Annex No. 10 – intellectual property rights clauses for the artistic residency programme agreement.

(3) Annexes 8 to 10 form an integral part of the Rules and must be applied consistently in all agreements.

**Art. 48.** (1) All intellectual property rights management must comply with the provisions of the Grant Agreement and the Consortium Agreement. Where national intellectual property law diverges from consortium or institutional rules, the mandatory provisions of national law must prevail. The H&ART Incubator must establish additional consent procedures where necessary.

(2) Where national law prevents the granting of any specific European Commission or EU reuse right, the partner concerned must use best efforts to secure a materially equivalent permission or, where this is not possible, provide an alternative version or copy that ensures functional equivalence for reporting, communication, or dissemination purposes. In case of conflict or deviation, the mandatory provisions of national law and the corresponding Country-Specific Riders (Annexes 8A–8K) must prevail.

**Art. 49.** (1) All works created by the incubatees, resident artists and students during their participation in the H&ART Incubator must be entered into Registers of intellectual property.

(2) The H&ART Incubator Transnational Managing Board must maintain a central Register of intellectual property, covering ownership, licensing status, dissemination obligations, and revenue-sharing arrangements.

(3) Local Coordinators are responsible for updating the local Registers of intellectual property from their branch.

(4) Incubatees, resident artists and students will cooperate in providing the necessary information and documentation.

(5) Annual updates in the central and local Registers of intellectual property must be included in the progress reports of the H&ART Incubator and its local branches.

**Art. 50.** (1) In case of disputes regarding intellectual property ownership, exploitation, or revenue sharing, the parties must first seek amicable settlement through mediation within the Managing Board of the KreativEU Alliance.

(2) If mediation fails, the dispute must be resolved according to the national legislation of the KreativEU partner, in which local branch the works were created.

(3) Where appropriate, arbitration or EU-level mediation mechanisms may be pursued, in line with the EU or international best practices.

### Section XIII.

#### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**Art. 51.** (1) Mentors, experts, and other persons involved in the incubation, artistic residency programme and student competitions are obliged not to use or disclose sensitive information that has become accessible to them within the environment of the H&ART Incubator or its local branch.

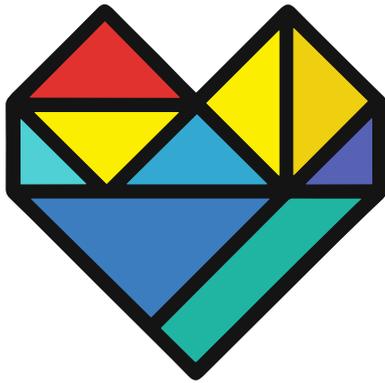
(2) In case of breach of the confidentiality and non-disclosure agreement, penalties and administrative measures are applied against the party deemed liable in accordance with the European law, national and internal regulations concerning the violation of information confidentiality.

## FINAL PROVISIONS

§ 1. These Rules are adopted based on the Grant Agreement No. 101177256, Task 4.1 of WP4: KreativEU Culture with and for the Society.

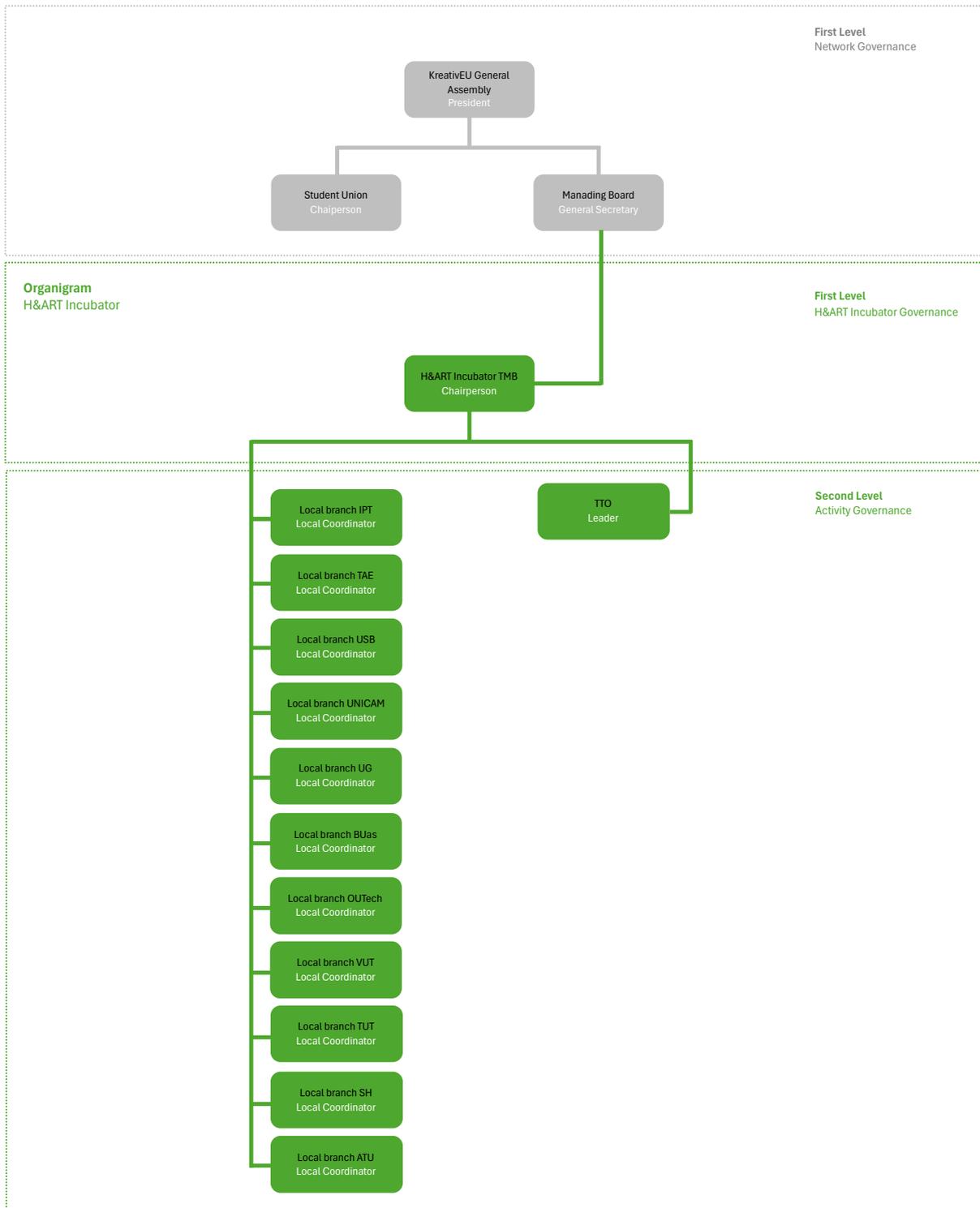
§ 2. Any amendment or addition to these Rules must follow the same procedure as their adoption.

**ANNEX NO. 1 TO ART. 2(3): OFFICIAL LOGO OF THE H&ART INCUBATOR**



**H&ART**  
**Incubator**

**ANNEX NO. 2 TO SECTION III: ORGANIGRAM OF THE H&ART INCUBATOR**



## ANNEX NO. 3 TO ART. 19(2): UNIFIED CRITERIA FOR MENTOR SELECTION

### I. ELIGIBILITY CHECKLIST (YES/NO)

- ≥ 3 years practical/teaching/research experience in relevant fields
- Availability ≥ 3 hours/month during mentoring period (declaration of availability)
- Time management justification (open text)
- Complete file (motivation letter, CV, supporting documents, such as professional endorsement, past evidence of commitment)
- Conflict of interest checked

If any “NO” → Do not score; mark as ineligible.

### II. SCORED CRITERIA

No.	Criterion	Weight
<b>M1</b>	PROFESSIONAL EXPERTISE	0.25
<b>M2</b>	MENTORING, COACHING, AND TEACHING SKILLS	0.25
<b>M3</b>	CULTURAL SENSITIVITY AND ETHICAL PRACTICE	0.15
<b>M4</b>	NETWORK AND INDUSTRY CONNECTIONS	0.15
<b>M5</b>	COMMITMENT AND AVAILABILITY	0.15
<b>M6</b>	ALIGNMENT WITH H&ART INCUBATOR OBJECTIVES AND STRATEGY	0.05
	<b>Total:</b>	<b>1.00</b>

### III. CRITERION DESCRIPTIONS AND SCORING GUIDANCE (0–5 SCALE):

#### M1 PROFESSIONAL EXPERTISE

Depth of knowledge, relevance, evidence of practice/research/ impact in CCI/heritage/digital technologies/entrepreneurship. Extent and relevance of knowledge, practice, and achievements in CCI, heritage, digital technologies, entrepreneurship, or related domains. Measures whether the mentor has the authority and credibility to guide incubatees.

0=none; 1=very limited; 2=basic; 3=solid in one area; 4=strong and multi-domain; 5=exceptional, recognised track record (awards, grants, notable outputs).

Assess the depth, relevance, and credibility of the candidate’s professional or academic background. Consider the diversity of their experience – practice, research, entrepreneurship, or industry leadership in CCI, heritage, digital fields, or related domains. Reward mentors who demonstrate both specialised expertise and the ability to translate knowledge into practical guidance for incubatees.

## **M2 MENTORING, COACHING, AND TEACHING SKILLS**

Evidence of mentoring founders/artists/students; pedagogy; outcomes (placements, ventures, exhibitions, IP). Ability to support others' growth through structured guidance, supervision, teaching, or training. Looks for evidence of mentoring individuals or groups (students, entrepreneurs, artists) with measurable outcomes (e.g., successful projects, defended theses).

0=none; 1=scant anecdotal; 2=limited, no outcomes; 3=good practice, some outcomes; 4=strong portfolio, clear outcomes; 5=exemplary, repeated measurable impact.

Focus on evidence of successful mentoring, supervision, or teaching outcomes. Strong mentors demonstrate empathy, effective communication skills (including proficiency in English or any of the languages of the eleven KreativEU partners), adaptability, digital literacy and ability to mentor through online tools and platforms, and structured approaches to guidance. Prior experience in nurturing creative talent, supporting start-ups, or supervising student projects is highly valued. Reward clarity of mentoring philosophy, responsiveness, and proven impact on mentees' progress.

## **M3 CULTURAL SENSITIVITY AND ETHICAL PRACTICE**

Inclusive practice, Equality Diversity Inclusion (EDI), ethical guidance on IP/data, respectful cross-cultural collaboration. Awareness and respect for cultural diversity, inclusivity, and ethical handling of sensitive issues (e.g. intellectual property, data, social responsibility). Ensures mentors model fairness and respect in cross-border contexts.

0=no evidence; 1=minimal; 2=basic awareness; 3=clear examples; 4=strong, consistent practice; 5=role-model, can mentor on ethics/EDI/IP.

Evaluate awareness and application of inclusive and ethical principles – especially regarding diversity, equality, intellectual property, and responsible innovation. Reward mentors who show cultural humility, cross-border collaboration experience, conflict-resolution and mediation skills, especially in multicultural or interdisciplinary contexts, and ethical integrity in handling sensitive data, or social issues. High-scoring candidates must be able to model ethical and respectful behaviour within the transnational KreativEU community.

## **M4 NETWORK AND INDUSTRY CONNECTIONS**

Relevant contacts (museums, labs, studios, investors, festivals, publishers, platforms), willingness to open networks. Breadth and quality of the mentor's professional contacts in creative sectors, heritage institutions, digital industries, investors, or policy. Indicates their ability to connect incubatees to opportunities.

0=none; 1=few, not relevant; 2=some relevant; 3=good, can broker; 4=strong, active brokering; 5=exceptional, proven pipeline of opportunities.

Consider the mentor's access to and willingness to share relevant professional networks across sectors (heritage, CCIs, digital, policy, entrepreneurship). Assess both breadth (range of contacts) and depth (quality and activity of relationships). Reward candidates who actively bridge academia and industry, and who can connect incubatees to exhibitions, residencies, investors, or professional platforms.

## **M5 COMMITMENT AND AVAILABILITY**

Willingness and capacity to dedicate time, engage consistently, and be responsive. Protects incubatees from “absent” mentors. Time, responsiveness, reliability, participation in evaluations/events.

0=unavailable; 1=very constrained; 2=limited; 3=adequate; 4=strong; 5=highly committed (beyond minimums).

Evaluate the candidate’s time availability, responsiveness, and willingness to engage continuously throughout the mentoring period. Reward proactive communication and participation in events, workshops, and evaluation processes. A mentor who commits beyond the minimum requirements (e.g., follow-ups, feedback, or networking support) demonstrates strong reliability and is scored higher. Mentors who demonstrate consistent and reliable engagement throughout the cycle should be scored higher.

## **M6 ALIGNMENT WITH H&ART INCUBATOR OBJECTIVES AND STRATEGY**

Fit with Key Actions, priorities, strategic objectives of the H&ART Incubator. Fit with the H&ART Incubator’s mission and vision. A mentor who strengthens strategic gaps (e.g., green design, AI for heritage) scores higher.

0=misaligned; 1=weak; 2=partial; 3=good; 4=strong; 5=strategic fit, can fill gaps/transnational needs.

Assess the candidate’s understanding of and motivation to contribute to the H&ART Incubator’s mission and vision. Reward mentors whose expertise fills identified strategic gaps (e.g., green design, AI for culture, creative entrepreneurship). High-scoring candidates are those who can clearly articulate how their mentorship supports the H&ART Incubator’s 7-year strategy for development and European values.

## **M7 DIVERSITY OF PERSPECTIVES (QUALITATIVE BALANCING CRITERION)**

Adds balance to the mentor pool in terms of discipline, gender, geography, or approach.

The criterion does not require a score. It requires evaluator’s short note on applicant’s contribution to diversity in terms of:

- disciplinary background (arts, heritage, CCIs, digital, business, policy);
- geographic/cultural perspective;
- gender or generation;
- experience in underserved or low-density regions.

The criterion is used as a balancing factor at the final selection stage, when several applicants have similar scores. The Selection Panel can then prioritise applicants who add needed diversity to the mentor pool. Diversity strengthens transnational collaboration and ensures that the mentor cohort represents the full spectrum of the European cultural and creative landscape.

## **EVALUATOR NOTES (FREE TEXT):**

Strengths / Risks / Recommended focus areas

#### IV. PANEL ADMINISTRATION AND GUIDANCE

##### CONFLICT OF INTEREST (COI):

Each evaluator must declare any COI before access to files; conflicted evaluators must be recused from scoring/discussion.

##### SCORING SCALE (0–5 SCALE):

0=Not addressed / No evidence; 1=Very weak; 2=Weak / Limited; 3=Good / Adequate; 4=Very good; 5=Excellent / Outstanding

##### EVIDENCE-BASED SCORING:

Refer to application content, portfolio/attachments, references, and (where applicable) interviews/pitches. Note specific evidence in comments.

##### WEIGHTING AND FINAL SCORE:

Multiply each criterion score (0–5) by its assigned weight and sum the results; sum of the weights is equal to 1.00.

##### MODERATION:

After individual scoring, hold a panel calibration session to align standards; document rationales for any significant score adjustments.

##### FEEDBACK:

Provide concise, constructive feedback (up to 10 bullet points per applicant) referencing criteria.

##### RECORDS:

Store scoring sheets, panel minutes and minutes of the H&ART Incubator Transnational Managing Board with the respective Registers (per Rules), in line with the GDPR and D1.5 Data Protection Plan of the KreativEU Alliance.

## ANNEX NO. 4 TO ART. 24(2): UNIFIED CRITERIA FOR INCUBATEES SELECTION

### I. ELIGIBILITY CHECKLIST (YES/NO)

- Proposal addresses CCIs and KreativEU priorities
- Complete file (applicant's bio, concept note, plan, timeline, budget if applicable)
- Conflict of interest checked
- Declared life stage of the project (Idea/Validation/Creation/Scale-up) is clearly identified and consistent throughout the application

If the life stage is not identified or cannot be inferred from the application, mark "NO" and request clarification before proceeding to scoring.

If any of others is "NO" → Do not score.

### II. EVALUATOR PRE-ASSESSMENT NOTE

Before scoring, evaluators:

1. Identify the project's declared life stage based on application materials:

- Idea Discovery – concept under exploration; no prototype yet;
- Validation – prototype, minimum viable product (MVP), or early market test underway;
- Creation – structured business or artistic model; early sales or partnerships;
- Scale-up – ready for market expansion, replication, or diversification.

2. Assess readiness relative to that stage.

Scoring under I9 (Stage Fit and Readiness) rewards how well the applicant is prepared within their declared stage – not how advanced they are overall. A clearly articulated idea-stage project with solid rationale, realistic needs, and clear learning goals can score as highly as a mature start-up that shows operational readiness. Evaluators consider whether the applicant effectively benefits from incubation support at this stage, rather than favouring more developed ventures.

3. Verify alignment between stage and expectations.

Check that the applicant's goals (training, mentoring, funding search, IP guidance, etc.) match what the H&ART Incubator can offer for that stage.

4. Note the identified stage in the evaluator comments box – this will guide scoring under Criterion I9.

### III. SCORED CRITERIA

No.	Criterion	Weight
11	QUALITY AND ORIGINALITY OF CONCEPT	0.18
12	GROWTH POTENTIAL (AUDIENCE, SCALABILITY, REPLICATION)	0.13
13	PROFESSIONAL COMMITMENT (READINESS, TIME, GOVERNANCE)	0.10
14	INNOVATION AND IMPACT (HERITAGE/CCI VALUE; CULTURAL, SOCIAL, ECONOMIC, ENVIRONMENTAL)	0.13
15	FEASIBILITY (WORKPLAN, RESOURCES, RISKS)	0.13
16	COLLABORATION AND COMMUNITY (CO-CREATION, PARTNERS, STAKEHOLDERS)	0.11
17	ALIGNMENT WITH H&ART INCUBATOR OBJECTIVES AND STRATEGY	0.07
18	DIVERSITY AND REPRESENTATION (PERSPECTIVES, INCLUSION, GEOGRAPHY)	0.05
19	STAGE FIT AND READINESS (LIFECYCLE ALIGNMENT)	0.10
	<b>Total:</b>	<b>1.00</b>

### IV. CRITERION DESCRIPTIONS AND SCORING GUIDANCE (0–5 SCALE):

#### I1 QUALITY AND ORIGINALITY

Novelty and creativity of the idea; distinguishes itself from existing solutions or artistic/business practices.

0=unclear/derivative; 1=weak; 2=basic; 3=good novelty; 4=strong originality; 5=distinctive, compelling value proposition.

Consider both creative and practical innovation. A proposal can be original either in concept, approach, method, or application to heritage and CCIs. Distinguish between “new for the sector” and “new for the applicant” – both can be valid forms of originality if well justified.

#### I2 GROWTH POTENTIAL

Capacity to scale beyond a local level: audience reach, replicability, transnational ambition.

0=none; 1=very limited; 2=local only; 3=regional; 4=transnational; 5=pan-EU potential, credible pathways.

Growth can take multiple forms – audience reach, cultural influence, scalability, or replication in new contexts. Assess credible pathways for expansion, not only market size. Transnational potential is encouraged but not mandatory if justified by strong local or cultural relevance.

#### I3 PROFESSIONAL COMMITMENT

Motivation, availability, and applicant’s readiness to implement the project.

0=sporadic; 1=uncertain; 2=limited time; 3=adequate; 4=strong; 5=well-resourced, disciplined individual or team.

Focus on demonstrated motivation, readiness, and the applicant’s capacity to deliver. Evaluate time commitment, role clarity, and engagement with the H&ART Incubator. Strong communication and follow-through during application are positive indicators of professional reliability.

#### **14 INNOVATION AND IMPACT**

Contribution to heritage and CCI through cultural, social, economic, or environmental benefits.

0=unclear; 1=weak; 2=modest; 3=good; 4=strong, multi-dimensional; 5=transformative with measurable KPIs.

Assess how the proposal contributes new value to the cultural and creative ecosystem – whether artistic, social, economic, or environmental. Impact may be quantitative (e.g., audience numbers, revenue) or qualitative (e.g., cultural relevance, inclusion, awareness). Reward realistic, evidence-based pathways to impact.

#### **15 FEASIBILITY**

Practicality and realism of the plan: resource availability, risk management.

0=impractical; 1=high risk, vague plan; 2=partial plan; 3=workable; 4=robust plan and risk; 5=exemplary execution plan.

Consider the logic and realism of the proposed workplan, resources, and risk handling. A smaller project can still score highly if it is well-planned and sustainable. Evaluate whether the applicant has access to, or a plan to secure, necessary expertise, infrastructure, and funding.

#### **16 COLLABORATION AND COMMUNITY**

Willingness and ability to work with fellow incubatees, stakeholders, communities, and other creatives, building shared value.

0=none; 1=tokenistic; 2=some contacts; 3=clear partners; 4=co-creation plan; 5=deep, equitable partnerships and stakeholder map.

Evaluate the extent and depth of partnerships or co-creation. Reward applicants who engage meaningfully with fellow incubatees, communities, stakeholders, or other creatives. Consider balance – both breadth (number/diversity of partners) and depth (quality of engagement).

#### **17 ALIGNMENT WITH H&ART INCUBATOR OBJECTIVES AND STRATEGY**

Fit with the H&ART Incubator's mission, vision, and strategic objectives.

0=misaligned; 1=weak; 2=partial; 3=good; 4=strong; 5=excellent fit (heritage and innovation; sustainability; digital inclusion).

Assess how well the project embodies H&ART Incubator's values. High scores reflect clear understanding of the H&ART Incubator's purpose and demonstrable contribution to its mission or KPIs.

#### **18 DIVERSITY AND REPRESENTATION**

Inclusion of under-represented regions, disciplines, or groups; diversity of perspectives.

0=none; 1=weak; 2=some; 3=good; 4=strong; 5=adds significant diversity (e.g., under-represented groups/regions disciplines).

Diversity includes geographic, disciplinary, social, and cultural dimensions. Reward applications that introduce under-represented perspectives, regions, or methods. Inclusion efforts (e.g., accessibility, gender balance, community reach) must be acknowledged even if results are not yet measurable.

### **I9 STAGE FIT AND READINESS (LIFECYCLE ALIGNMENT)**

Alignment of the applicant's project or start-up with the H&ART Incubator's support offer, considering readiness within its declared life stage (Idea, Validation, Creation, Scale-up).

0=life stage unclear or inconsistent; 1=concept vague; unclear support needs; 2=idea emerging; some structure but limited readiness; 3=clear stage definition; realistic support needs; 4=strong alignment and readiness to progress; 5=excellent fit and readiness within the declared stage; clear roadmap to next development phase.

Scores must reflect the applicant's readiness within their declared stage – not their overall maturity. A well-prepared idea-stage project with realistic learning goals can score as highly as a scale-up ready to commercialise. Evaluate clarity, feasibility, and capacity to benefit from the incubation process at this specific stage.

### **EVALUATOR NOTES:**

Strengths / Risks / Support needs / IP notes

## **V. PANEL ADMINISTRATION AND GUIDANCE**

### **CONFLICT OF INTEREST (COI):**

Each evaluator must declare any COI before access to files; conflicted evaluators must be recused from scoring/discussion.

### **SCORING SCALE (0–5 SCALE):**

0=Not addressed / No evidence; 1=Very weak; 2=Weak / Limited; 3=Good / Adequate; 4=Very good; 5=Excellent / Outstanding

### **EVIDENCE-BASED SCORING:**

Refer to application content, portfolio/attachments, references, and (where applicable) interviews/pitches. Note specific evidence in comments.

### **WEIGHTING AND FINAL SCORE:**

Multiply each criterion score (0–5) by its assigned weight and sum the results; sum of the weights is equal to 1.00.

### **MODERATION:**

After individual scoring, hold a panel calibration session to align standards; document rationales for any significant score adjustments.

When discussing I9, the panel ensures that early-stage and late-stage applicants are assessed relative to their lifecycle, not directly against each other.

**FEEDBACK:**

Provide concise, constructive feedback (up to 10 bullet points per applicant) referencing criteria.

**RECORDS:**

Store scoring sheets, panel minutes and minutes of the H&ART Incubator Transnational Managing Board with the respective Registers (per Rules), in line with the GDPR and D1.5 Data Protection Plan of the KreativEU Alliance.

## ANNEX NO. 5 TO ART. 32(1): SPACES AND RESOURCES OFFERED BY KREATIVEU PARTNERS FOR USE OF THE H&ART INCUBATOR

KreativEU partner commits to providing the following physical space / labs / digital platforms for use by the H&ART Incubator.

KreativEU partner	Spaces and resources provided for use of the H&ART Incubator
<b>IPT</b>	Co-working space in the new building currently under construction. Auditorium B121 (capacity for 100 people) and Pacheco de Amorim auditorium (capacity for 500 people) with sound and image equipment. Conservation and Restoration Laboratory, Photography Studio and Laboratory (Building G), Graphic Arts Laboratory (Building H), Sound and Image Studio (ESTA), with several rooms and operational equipment. The facilities are located on the Tomar Campus at Av. Dr. Aurélio Ribeiro 3, Tomar, Portugal.
<b>TAE</b>	“Entrepreneurship club” plus the “open terrace”: meeting space equipped for meetings and co-working (address: 2 Em Chakarov Str., West Campus building, 3 <sup>rd</sup> floor, 5250 Svishtov); “Training hall”: project working place equipped for co-working (address: 11b Tsanko Tserkovski Str., Doctoral study centre, bl. 2, 1 <sup>st</sup> floor, 5250 Svishtov); “KreativEU meeting room”, equipped for meetings and workshops (address: 2 Em Chakarov Str., Centre for International Affairs, 5250 Svishtov); “Rectorate hall”, equipped for workshops, seminars, and exhibitions (address: 2 Em Chakarov Str., 5250 Svishtov); virtual classroom for meetings: <a href="https://bbb.uni-svishtov.bg/b/63p-5ng-4y4-use">https://bbb.uni-svishtov.bg/b/63p-5ng-4y4-use</a>
<b>USB</b>	Meeting room/Project working place, Rectorate building (address: Branišovská 1645/31a, 37005 České Budějovice), 4th floor – equipped for meetings and co-working (wifi, TV, projection from computer, coffee machine).
<b>UNICAM</b>	“Diagnostic laboratory” located in “Le Casermette” (address: Strada Statale Muccese, Camerino (MC), Italy).
<b>UG</b>	UG will provide spaces and resources pursuant to D6.1 Common Protocols and Flow Charts for the Sharing of Spaces and Resources and subject to availability and suitability for the concrete purpose envisaged by the H&ART Incubator. Request may be addressed to the KreativEU Team at UG at <a href="mailto:kreativeu-at-ug@uni-greifswald.de">kreativeu-at-ug@uni-greifswald.de</a>
<b>BUas</b>	“Open space” of the Innovation Square: meeting rooms; room Fe0.020: office space with 4 workstations, including desks and chairs.
<b>OUTech</b>	“Science-Business Centre (CeNaBiz)” with necessary equipment, rooms and space for co-working and co-creation (address: 4 Waryńskiego Str., 45-047 Opole, Poland).
<b>VUT</b>	“Entrepreneurial centre” in B212 room, with a capacity of 20 seats, equipped with furniture for workshops; “Oxford Hall”, with a capacity of 50 seats and audio-video system; “Laboratory B005”, equipped with smart-board and 20 all-in-one computers; “Paraschiv Vagu” Amphitheater”, with a capacity of 190 seats and audio-video system. All rooms are located in building „B” of the University campus at Aleea Sinania Street, No. 13. Targoviste, Romania.
<b>TUT</b>	IRO meeting room, KreativEU meeting room, big aula 500 people, 2 small aulas 100 people, ateliers at the Art Department suitable for workshops or exhibitions. All spaces together count around 300 sq.m.
<b>SH</b>	“Innovation Station”; 250 sq.m shared space (meeting rooms, work stations, lounge area, WC, kitchen) plus common university assets such as dance studio, gaming equipment, audio/video studios, a small Black Box theatre, big aula for 900+ people, etc.).
<b>ATU</b>	Rectorate meeting room: 56 m <sup>2</sup> and for 11 people; Senate Hall: 238 m <sup>2</sup> and for 37 people; Meeting room opposite the Vice-Rector's office: 67 m <sup>2</sup> and for 25 people; 2 incubator meeting room around 50 m <sup>2</sup> . All the meeting rooms have video-conferencing system.

## ANNEX NO. 6 TO ART. 34(2): UNIFIED CRITERIA FOR EVALUATION OF PARTICIPANTS IN STUDENT COMPETITIONS AND SELECTION OF WINNERS

### I. ELIGIBILITY CHECKLIST (YES/NO)

- Student of KreativEU Alliance
- Timely registration and submission
- Fits announced theme; addresses CCIs
- Required pitch assets (slides/demo/video)
- Conflict of interest checked

If any “NO” → Do not score.

### II. ACCEPTANCE OF TERMS AND THIRD-PARTY CONTENT CLEARANCE

By registering for the competition, participants expressly accept the Competition Terms as defined in Article 35(8) of the Rules. Participants confirm that their submissions are their own original work and that any included third-party materials (text, images, sound, code, etc.) are used with the necessary permissions or under valid licences. The H&ART Incubator and its partners reserve the right to disqualify entries or withdraw awards if violations of intellectual property or confidentiality obligations are detected.

### II. STRUCTURE OF THE COMPETITION

The student competition for best start-up or product idea may be organised in one or two rounds, depending on the format and objectives defined by the host or co-organising KreativEU partner(s).

1. **One-round competition:** All proposals are evaluated once, using the S1–S7 criteria and weighting scheme defined for the second round (Pitch and Final Evaluation).

2. **Two-round competition:** The competition consists of:

a) First Round: Written Proposal

Participants submit written project proposals. The S1–S7 criteria are applied according to the weighting for the first round (see table below). Selected participants proceed to mentoring and pitch preparation.

b) Second Round: Pitch and Final Evaluation

Participants present their improved projects (pitch, demo, or prototype) to the Evaluation Panel. The S1–S7 criteria are applied according to the weighting for the second round (see table below).

### III. SCORED CRITERIA

No.	Criterion	Weight	
		1st round	2nd round
<b>S1</b>	INNOVATION AND CREATIVITY	0.25	0.20
<b>S2</b>	PROBLEM-SOLUTION FIT	0.20	0.16
<b>S3</b>	MARKET POTENTIAL / AUDIENCE UPTAKE	0.15	0.16
<b>S4</b>	FEASIBILITY AND IMPLEMENTATION PLAN	0.15	0.16
<b>S5</b>	BUSINESS MODEL AND SUSTAINABILITY	0.10	0.11
<b>S6</b>	SOCIAL / ENVIRONMENTAL IMPACT	0.10	0.11
<b>S7</b>	PRESENTATION AND COMMUNICATION (PITCH)	0.05	0.10
	<b>Total:</b>	<b>1.00</b>	<b>1.00</b>

### IV. CRITERION DESCRIPTIONS AND SCORING GUIDANCE (0–5 SCALE):

#### S1 INNOVATION AND CREATIVITY

Originality of the idea and creative application of heritage/CCIs/digital tools.

0=none; 1=weak; 2=basic; 3=good; 4=strong; 5=original and memorable.

Evaluate both originality and creative application within the field of CCIs. Reward ideas that combine disciplines (e.g., art and technology, heritage and design) or present familiar concepts in new ways. Note that “innovation” can be artistic, social, or digital – not only technological.

Application in Competition Formats:

#### 1. In a two-round competition:

Round 1 (Written Proposal): Focus on the originality, freshness, and creative potential of the idea.

Round 2 (Pitch and Final Evaluation): Assess how the idea matured during mentoring and whether the innovation was effectively refined and communicated.

2. In a one-round competition: Apply both aspects jointly – idea originality and effective communication of innovation.

#### S2 PROBLEM-SOLUTION FIT

How well the idea addresses a defined problem, need, or opportunity and how clear the link between challenge and solution is.

0=not defined; 1=misfit; 2=partial; 3=reasonable; 4=strong evidence; 5=validated need (tests, users, mentors).

Assess whether the problem or need is clearly defined and whether the proposed solution addresses it effectively. Reward clarity, logic, and validation – not just ambition. Look for evidence that the team has validated their assumptions (e.g., through user feedback, surveys, early testing, or mentor input).

that confirms the solution's relevance). A smaller, well-defined problem with a strong match between need and solution can score as highly as a larger, more general one.

Application in Competition Formats:

**1. In a two-round competition:**

Round 1 (Written Proposal): Evaluate conceptual clarity and logic of proposed solution.

Round 2 (Pitch and Final Evaluation): Test if feedback/mentoring improved problem alignment.

**2. In a one-round competition:** Apply both conceptual clarity and evidence of validation jointly.

**S3 MARKET POTENTIAL / AUDIENCE UPTAKE**

Capacity to attract users, customers, audiences, or institutions; the likelihood of real demand.

0=none; 1=unclear; 2=small; 3=credible niche; 4=promising; 5=compelling, transnational.

Consider both cultural and commercial forms of "market". Some ideas may target communities, museums, or audiences instead of profit-driven customers – these are equally valid. Evaluate the realistic potential for the idea to reach and engage its intended audience, community, or market. Look for understanding of the target users or audiences, and any early signs of interest, testing, or partnerships. Reward applicants who understand their target users or audience and have realistic plans to reach and retain it. High scores do not require full commercialisation – artistic, cultural, or social reach may be equally valid within the CCIs context.

Application in Competition Formats:

**1. In a two-round competition:**

Round 1 (Written Proposal): Assess whether the target audience or market is identified and whether there is a plausible rationale for why the idea would appeal to them.

Round 2 (Pitch and Final Evaluation): Evaluate evidence of improved audience understanding, feedback integration, and enhanced communication of market potential after mentoring.

**2. In a one-round competition:** Apply both aspects jointly – clarity of audience definition and communication of realistic engagement or market potential.

**S4 FEASIBILITY AND IMPLEMENTATION PLAN**

Whether the idea could realistically be executed with available time, skills, and resources.

0=impractical; 1=vague plan; 2=partial plan; 3=clear steps; 4=robust; 5=highly executable.

Assess the realism and coherence of the proposed plan. Consider whether the applicant (or team) demonstrates the skills, partnerships, and resources needed to implement their idea within the competition or incubation timeframe. Reward a clear, achievable roadmap with milestones and awareness of risks. Projects that show adaptability, resourcefulness, and understanding of what is feasible within their current stage of development are scored higher than overly ambitious or unstructured plans.

Application in Competition Formats:

### 1. In a two-round competition:

1. Round 1 (Written Proposal): Evaluate the clarity and logic of the implementation plan – steps, resources, timeline, and feasibility.
2. Round 2 (Pitch and Final Evaluation): Assess improvements after mentoring, including refined planning, risk awareness, and practical execution strategies.

**2. In a one-round competition:** Apply both aspects jointly – clarity and realism of the plan, including readiness to execute.

### S5 BUSINESS MODEL AND SUSTAINABILITY

Clarity on how the project generates value (economic or otherwise) and remain viable after the competition.

0=none; 1=weak; 2=basic; 3=workable; 4=robust; 5=diversified and resilient.

“Business model” may mean financial sustainability, social enterprise, or cultural value creation. Evaluate whether the applicant demonstrates a credible approach to value creation and long-term viability. This may include income generation, partnerships, audience retention, or sustained community engagement. Reward clarity of how the idea will continue to exist, grow, or evolve after initial support. Projects can score highly even without commercial goals – sustainability can be social, cultural, or environmental, not just financial.

Application in Competition Formats:

### 1. In a two-round competition:

1. Round 1 (Written Proposal): Assess whether the applicant has outlined a clear value proposition and a basic plan for sustaining the idea (revenues, partnerships, or ongoing community relevance).
2. Round 2 (Pitch and Final Evaluation): Evaluate improvements in business logic, clearer sustainability models, and realistic understanding of long-term viability after mentoring.

**2. In a one-round competition:** Apply both aspects jointly – clarity of value generation and sustainability beyond the competition.

### S6 SOCIAL/ENVIRONMENTAL IMPACT

Contribution to societal good, sustainable development, or community empowerment.

0=none; 1=token; 2=limited; 3=clear; 4=strong (KPIs); 5=transformative/aligned with the New European Bauhaus (NEB).

Assess the extent and depth of the intended positive impact of the project – social, cultural, or environmental. Consider whether the idea promotes inclusivity, sustainability, cultural preservation, or ecological awareness. Reward realistic and purpose-driven concepts that show how the idea benefits people, communities, or the environment. Projects are not penalised for limited scale if their local or community-level impact is tangible and well-thought-out.

Application in Competition Formats:

**1. In a two-round competition:**

1. Round 1 (Written Proposal): Evaluate the clarity and relevance of the proposed social or environmental contribution.

Round 2 (Pitch and Final Evaluation): Assess whether the applicant refined or expanded their impact strategy after mentoring, and how effectively they communicated its relevance during the pitch.

**2. In a one-round competition:** Apply both aspects jointly – the strength of the social/environmental value of the project and its ability to convey that value effectively.

**S7 PRESENTATION AND COMMUNICATION (PITCH)**

Clarity, persuasiveness, and professionalism of the presentation; ability to engage the jury and explain the idea succinctly.

0=unclear; 1=weak; 2=adequate; 3=good story; 4=very good (evidence, time use); 5=excellent (engaging, data-driven, confident Q&A).

Evaluate both content and delivery: how clearly the participants present their idea, structure their message, and convey passion, understanding of their concept, and confidence in communicating the idea within the allocated time. Reward logical structure (problem → solution → benefit) and evidence use. Reward teams that can tell a compelling story, use visuals effectively, and respond thoughtfully to jury questions. The best presentations balance creativity with precision – inspiring the audience while providing credible information and evidence.

Application in Competition Formats:

**1. In a two-round competition:**

Round 1 (Written Proposal): Focus on clarity and professionalism of the written materials (structure, coherence, visual communication).

Round 2 (Pitch and Final Evaluation): Assess live or recorded delivery – storytelling quality, engagement, evidence, and response to feedback.

**2. In a one-round competition:** Apply both written and oral communication elements together – evaluating clarity, persuasion, and audience engagement.

**EVALUATOR NOTES:**

Highlights / Risks / Coachability

**V. PANEL ADMINISTRATION AND GUIDANCE**

**CONFLICT OF INTEREST (COI):**

Each evaluator must declare any COI before access to files; conflicted evaluators must recuse from scoring/discussion.

### **SCORING SCALE (0–5 SCALE):**

0=Not addressed / No evidence; 1=Very weak; 2=Weak / Limited; 3=Good / Adequate; 4=Very good; 5=Excellent / Outstanding

### **EVIDENCE-BASED SCORING:**

Refer to application content, portfolio/attachments, references, and (where applicable) interviews/pitches. Note specific evidence in comments.

### **WEIGHTING AND FINAL SCORE:**

Multiply each criterion score (0–5) by its assigned weight and sum the results; sum of the weights is equal to 1.00.

### **MODERATION:**

After individual scoring, hold a panel calibration session to align standards; document rationales for any significant score adjustments.

### **FEEDBACK:**

Provide concise, constructive feedback (up to 10 bullet points per applicant) referencing criteria.

### **RECORDS:**

Store scoring sheets and panel minutes with the respective Registers (per Rules), in line with the GDPR and D1.5 Data Protection Plan of the KreativEU Alliance.

## ANNEX NO. 7 TO ART. 37(2): UNIFIED CRITERIA FOR SELECTION OF PARTICIPANTS IN ARTISTIC RESIDENCY PROGRAMME

### I. ELIGIBILITY CHECKLIST (YES/NO)

- Complete application (CV, portfolio, project concept, timeline)
- Addresses CCIs, novelty, interdisciplinarity, motivation
- Conflict of interest checked

If any “NO” → Do not score.

### II. SCORED CRITERIA

No.	Criterion	Weight
R1	ARTISTIC MERIT (PORTFOLIO QUALITY, ORIGINALITY)	0.24
R2	CLARITY AND FEASIBILITY (METHOD, PLAN, RESOURCES)	0.20
R3	RELEVANCE AND ALIGNMENT WITH H&ART INCUBATOR PRIORITIES	0.15
R4	PROFESSIONAL GROWTH POTENTIAL	0.10
R5	COMMUNITY AND CULTURAL ENGAGEMENT	0.11
R6	COLLABORATION AND INTERDISCIPLINARITY	0.10
R7	IMPACT AND LEGACY (DISSEMINATION, VISIBILITY, CONTINUITY)	0.10
	<b>Total:</b>	<b>1.00</b>

### III. CRITERION DESCRIPTIONS AND SCORING GUIDANCE (0–5 SCALE):

#### R1 ARTISTIC MERIT

Quality, originality, and strength of the artist’s past and current creative practice, portfolio, and vision.

0=weak; 1=limited; 2=adequate; 3=strong; 4=excellent; 5=exceptional voice/vision.

Evaluate the strength, consistency, and originality of the artist’s creative practice. Look for evidence of a distinctive artistic voice, technical proficiency, and conceptual depth. Reward applicants whose portfolio demonstrates experimentation, authenticity, and professional maturity. Consider both the artistic quality and the evolution of the applicant’s work – not only past achievements but also their current creative direction.

#### R2 CLARITY AND FEASIBILITY

Realism of the project plan: methods, resources, timeline, and capacity to complete the work during residency.

0=unclear; 1=vague; 2=partial; 3=workable; 4=robust plan; 5=exemplary, realistic schedule and risk handling.

Assess how clearly the applicant articulates what they intend to do during the residency and how realistic it is. Strong proposals include a coherent methodology, achievable milestones, and awareness

of practical constraints (budget, materials, time, facilities). Reward clarity, planning discipline, and risk awareness – these indicate readiness to work independently within a limited timeframe. Weak proposals tend to overpromise or lack a tangible plan of action.

### **R3 RELEVANCE AND ALIGNMENT WITH H&ART INCUBATOR PRIORITIES**

Degree to which the proposed work resonates with the H&ART Incubator’s themes (heritage, CCIs, innovation, sustainability, digital inclusion).

0=misaligned; 1=weak; 2=partial; 3=good; 4=strong (heritage, sustainability, digital inclusion); 5=very strong, strategic fit.

Examine how well the project connects with the H&ART Incubator’s mission and vision. Reward proposals that integrate these themes naturally – not as afterthoughts. High-scoring applicants demonstrate awareness of European values, sustainability principles, and heritage-driven innovation. Consider transnational relevance – if the project contributes to the shared identity and cultural ecosystem of the KreativEU Alliance.

### **R4 PROFESSIONAL GROWTH POTENTIAL**

How the residency could significantly benefit the artist’s career development, skills, and exposure.

0=none; 1=limited; 2=some; 3=good; 4=strong; 5=significant career inflection potential.

Evaluate the potential impact of the residency on the artist’s professional development, visibility, and network expansion. Strong applicants show reflection on how this opportunity fills a gap in their career path or helps them transition to a new stage (e.g., experimentation, collaboration, entrepreneurship). Reward artists who have clear learning or development goals – not only production goals. Consider whether the residency could create tangible next steps (e.g., exhibitions, collaborations, professional opportunities).

### **R5 COMMUNITY AND CULTURAL ENGAGEMENT**

Plans to engage with local communities, cultural institutions, or the public; willingness to share processes or outcomes (workshops, exhibitions, talks).

0=none; 1=token; 2=basic; 3=clear plan; 4=co-creation and outreach; 5=deep, reciprocal engagement.

Examine the applicant’s willingness and capacity to engage meaningfully with local communities, institutions, or the public. Reward proposals that include co-creation, participatory workshops, or open sharing of artistic processes. Engagement can be artistic (shared creation), educational (talks, master classes), or social (connecting heritage with citizens). High scores go to applicants who propose reciprocal models – where both artist and community benefit.

### **R6 COLLABORATION AND INTERDISCIPLINARITY**

Openness to working across disciplines, involving researchers, technologists, or other artists.

0=none; 1=weak; 2=basic; 3=good partners; 4=strong cross-discipline plan; 5=exemplary transdisciplinary integration.

Assess the applicant’s openness to collaborate across disciplines – with scientists, technologists, heritage professionals, or other artists. Reward applicants who demonstrate curiosity, flexibility, and prior experience (or clear intent) in cross-sector collaboration. Interdisciplinarity is meaningful for

blending perspectives, not merely combining unrelated fields. Strong candidates articulate how collaboration enriches their project and contributes to mutual learning within the H&ART Incubator ecosystem.

## **R7 IMPACT AND LEGACY**

Potential for outcomes to endure beyond the residency (e.g., exhibitions, collections, touring works, digital resources).

0=none; 1=unclear; 2=limited; 3=good outputs; 4=strong dissemination/IP/collection plan; 5=enduring legacy (collections, touring, open resources).

Evaluate the expected outcomes and their sustainability beyond the residency period. Reward clear plans for dissemination – exhibitions, digital resources, publications, public presentations, or open-access outputs. Consider the potential for lasting visibility or reuse – if the work inspires future projects, partnerships, or policy dialogues. High-scoring projects have a realistic dissemination plan and show potential for long-term impact within KreativEU or the broader cultural and creative sectors.

### **EVALUATOR NOTES:**

Strengths / Risks / Residency support needs

## **IV. PANEL ADMINISTRATION AND GUIDANCE**

### **CONFLICT OF INTEREST (COI):**

Each evaluator must declare any COI before access to files; conflicted evaluators must recuse from scoring/discussion.

### **SCORING SCALE (0–5 SCALE):**

0=Not addressed / No evidence; 1=Very weak; 2=Weak / Limited; 3=Good / Adequate; 4=Very good; 5=Excellent / Outstanding

### **EVIDENCE-BASED SCORING:**

Refer to application content, portfolio/attachments, references, and (where applicable) interviews / pitches. Note specific evidence in comments.

### **WEIGHTING AND FINAL SCORE:**

Multiply each criterion score (0–5) by its assigned weight and sum the results; sum of the weights is equal to 1.00.

### **MODERATION:**

After individual scoring, hold a panel calibration session to align standards; document rationales for any significant score adjustments.

### **FEEDBACK:**

Provide concise, constructive feedback (up to 10 bullet points per applicant) referencing criteria.

**RECORDS:**

Store scoring sheets and panel minutes with the respective Registers (per Rules), in line with the GDPR and D1.5 Data Protection Plan of the KreativEU Alliance.

## **ANNEX NO. 8 TO ART. 47(1): INTELLECTUAL PROPERTY RIGHTS POLICY CHARTER**

This Charter defines the official intellectual property rights policy of the H&ART Incubator, ensuring a balance between the rights of author, the needs of the H&ART Incubator, and compliance with the Grant Agreement, Consortium Agreement, and European law and national legislations of the KreativEU partners.

### **I. GUIDING PRINCIPLES**

The H&ART Incubator affirms the following intellectual property rights guiding principles:

1. Creator-centred fairness – incubatees, resident artists, and students, who have participated in the student competitions, retain full copyright and moral rights in their works.
2. Transparency and predictability – clear ownership, licensing, and revenue-sharing rules.
3. Recognition – acknowledged contributions of the H&ART Incubator; authors must credit the H&ART Incubator when disseminating supported works.
4. Collaboration – promoting joint creation and equitable benefit-sharing.
5. Compliance – alignment with the Grant Agreement and Consortium Agreement obligations on dissemination, access rights, and interoperability, and adherence to national, European, and international regulations on intellectual property.
6. Openness – balancing protection of intellectual property with the EU's commitments to open science, open access, and open-source models where applicable; works may be made available under open licences where required for continuity and interoperability.

### **II. SCOPE**

This Charter applies to all intellectual property created wholly or partially within the H&ART Incubator framework, including but not limited to:

1. artistic works (visual, performing, literary, multimedia);
2. digital products (software, platforms, datasets, XR/VR applications);
3. business models, methodologies, and services;
4. patents, utility models, industrial designs, and trademarks;
5. research outputs, reports, and creative prototypes;
6. any intellectual property recognised by EU and national law of the KreativEU partners.

### III. OWNERSHIP OF WORKS

1. Incubatees, resident artists, and students, who have participated in student competitions, retain full ownership, copyright, and moral rights over all works created during incubation, artistic residency or competitions, unless otherwise agreed in writing. Background IP and Foreground IP must be clearly identified and remain vested in their respective right holders. In jurisdictions with national deviations, ownership must remain with the individual author and cannot be transferred without explicit written consent. Nothing in this Charter must be interpreted as a waiver of non-waivable moral rights under applicable national or European law. Any adaptations, translations, modifications, or derivative uses made under authorised licences must respect the author's moral rights of attribution and integrity.

2. Where works are created jointly by two or more persons, they must be considered co-authors and must own the work in undivided shares, unless agreed otherwise in writing. Each co-author grants the licences described in Section IV subject to good-faith coordination with the others. Any disputes on joint authorship or use must be resolved through mediation under Article 50 of these Rules before recourse to national courts.

3. Physical works remain the property of their author.

### IV. LICENCE TO THE H&ART INCUBATOR

1. Incubatees, resident artists, and students, who have participated in student competitions, may grant the H&ART Incubator a non-exclusive, royalty-free licence for promotion, documentation, education, and research purposes, strictly limited to the scope agreed in writing. In jurisdictions with national deviations, this licence requires author's explicit consent.

2. The licence does not affect the author's ownership of either Background IP or Foreground IP, which must remain vested in their respective right holders and must be clearly identified in the relevant agreement.

3. The licence granted does not prevent authors from selling, licensing, or exploiting their works elsewhere, provided no conflict arises with the licence of the H&ART Incubator.

4. The use of any identifiable person's image, likeness, voice, or performance in photographs, videos, recordings, or other materials must require prior written consent, in compliance with national personality rights, the EU GDPR, and D1.5 Data Protection Plan of the KreativEU Alliance. The H&ART Incubator and its local branches must maintain records of such consents within the local and joint archives.

5. Any adaptation, translation, modification, improvement, or derivative use of a licensed work must respect the author's moral rights of attribution and integrity, as protected under national and European law.

### V. REVENUE SHARING

1. If the H&ART Incubator generates revenue from the exhibition, reproduction, or distribution of works, net revenues will be shared:

- a) 80% to the incubatee or resident artist.
  - b) 20% to the H&ART Incubator or its local branch where the works were created (to reinvest in the ecosystem).
2. Alternative revenue-sharing arrangements may be agreed in writing in accordance with the national and internal regulations of the local branch of the H&ART Incubator, where the works were created.
3. Independent commercialisation by authors does not require revenue sharing, but the support provided by the H&ART Incubator and KreativEU Alliance must be acknowledged.

## VI. RIGHTS OF THE GRANTING AUTHORITY (EUROPEAN COMMISSION)

1. In line with the Grant Agreement, the European Commission and other EU institutions and bodies retain rights to use non-sensitive works for information, communication, publicity, and dissemination purposes.
2. Such rights include:
  - a) use for its own purposes, including sharing with EU institutions or Member State bodies;
  - b) copying, reproducing, or distributing results in unlimited numbers, in paper, digital, or online formats;
  - c) communication through press, websites, social media, or public repositories;
  - d) editing, shortening, redrafting, translating, or producing derivative works;
  - e) archiving works in paper, digital, or other forms in line with EU document management rules;
  - f) authorising third parties to act on its behalf or sub-licence rights of use;
  - g) processing, analysing, aggregating, and disseminating results in open access or open data databases.
3. These rights extend for the full duration of intellectual property protection. The KreativEU partners must ensure, through the agreements signed with incubatees and resident artists, and through the competition participation terms applicable to students, that the H&ART Incubator holds the necessary rights to grant such access to the European Commission and other EU institutions.

## VII. ACCESS RIGHTS FOR POLICY PURPOSES

EU institutions and national authorities are granted royalty-free access to works created within the H&ART Incubator framework for developing and monitoring policies, limited to non-commercial, non-competitive purposes, with confidentiality safeguards.

## VIII. CONTINUITY AND INTEROPERABILITY

Where required for continuity, interoperability or open-science obligations, and with the author's prior written consent and subject to third-party restrictions, works or parts thereof may be released under compatible open licences. Attribution and moral-rights statements must be preserved.

## IX. MORAL RIGHTS

1. Authors retain full and non-waivable moral rights, including the right of attribution (paternity) and the right to the integrity of their work, in accordance with applicable national and European law.
2. No provision of this Charter must be interpreted as a waiver of moral rights. These rights continue to apply even where economic rights have been licensed or transferred to the H&ART Incubator or third parties.
3. All internal and external uses of works – including adaptations, translations, modifications, and derivative uses allowed under authorised licences – must respect the author's moral rights and may not distort, alter, or misrepresent the work in a manner prejudicial to the author's honour or reputation.
4. The H&ART Incubator, its local branches, and all KreativEU partners must ensure proper acknowledgement of authorship and the contributions of the H&ART Incubator, the KreativEU Alliance, and the European Union.

## X. CONFIDENTIALITY AND NON-DISCLOSURE

1. All incubatees, mentors, experts, resident artists, students, and other persons involved in the incubation, artistic residency programme and student competitions must sign non-disclosure agreements covering sensitive information.
2. Breaches are subject to penalties under applicable European and national law.

## XI. REGISTERS AND MONITORING

1. The H&ART Incubator Transnational Managing Board maintains a central Register of intellectual property, covering:
  - a) ownership details;
  - b) licensing arrangements;
  - c) dissemination obligations;
  - d) revenue-sharing arrangements.
2. Annual updates are presented in the H&ART Incubator progress report.

## XII. REVIEW AND AMENDMENTS

1. This Charter is reviewed every two years to:

- a) reflect the lessons learnt from the Piloting phase and stakeholder's feedback;
- b) incorporate changes in European intellectual property rights and open data policy;
- c) ensure continued alignment with the Grant Agreement and Consortium Agreement.

2. Any amendments or additions to this Charter are suggested by the H&ART Incubator Transnational Managing Board after their coordination with the Managing Board of the KreativEU Alliance and must be made in accordance with the procedure for its adoption.

## XIII. NATIONAL RIDERS

1. To ensure compliance with the national legislation of all KreativEU partners, this Charter is complemented by country-specific intellectual property riders (Annexes 8A-8K).

2. These riders interpret and adapt the provisions of this Charter to national contexts and must prevail in case of conflict between the Charter and national law.

3. Each Rider applies to works created or first fixed within the respective jurisdiction:

- a) Annex 8A: Country-Specific Intellectual Property Rider (Germany)
- b) Annex 8B: Country-Specific Intellectual Property Rider (Czechia)
- c) Annex 8C: Country-Specific Intellectual Property Rider (Italy)
- d) Annex 8D: Country-Specific Intellectual Property Rider (Slovakia)
- e) Annex 8E: Country-Specific Intellectual Property Rider (Poland)
- f) Annex 8F: Country-Specific Intellectual Property Rider (Portugal)
- g) Annex 8G: Country-Specific Intellectual Property Rider (Bulgaria)
- h) Annex 8H: Country-Specific Intellectual Property Rider (Netherlands)
- i) Annex 8I: Country-Specific Intellectual Property Rider (Sweden)
- j) Annex 8J: Country-Specific Intellectual Property Rider (Turkiye)
- k) Annex 8K: Country-Specific Intellectual Property Rider (Romania)

4. Each of the Riders forms an integral and enforceable part of this Policy Charter and must be read together with in conjunction with Articles 41–48 of the Rules.

## **ANNEX NO. 8A TO ART. 47(1): COUNTRY-SPECIFIC INTELLECTUAL PROPERTY RIDER (GERMANY)**

This Rider forms an integral part of the Rules and must be read with Annex 8. It applies to works created under the H&ART Incubator in the Federal Republic of Germany. Where a conflict exists, this Rider prevails.

- 1. Default Authorship (§ 7 Urheberrechtsgesetz – UrhG)** – Copyright vests automatically in the natural person who created the work, from the moment of its creation, without formalities.
- 2. Purpose-Transfer Doctrine (§ 31 (5) UrhG)** – Licences under Arts 41–42 of these Rules extend only to the uses expressly stated in writing; any broader use requires additional written consent by the author.
- 3. Withdrawal for Moral Reasons (§ 42 UrhG)** – Authors may withdraw a licence for serious moral grounds; the H&ART Incubator may claim compensation for proven direct financial loss.
- 4. Employee Works (§§ 43, 69b UrhG)** – For works created within an employment relationship, the employer’s statutory rights prevail in accordance with the UrhG; the author retains moral rights.
- 5. Employee Inventions (Arbeitnehmererfindungsgesetz – ArbEG)** – Inventors retain statutory remuneration rights under the ArbEG; employment contracts cannot waive this entitlement.
- 6. Student Works** – Works created by students within the H&ART Incubator remain the exclusive property of the student as author. The higher education institution and H&ART Incubator may only use such works on the basis of a non-exclusive licence granted in writing by the student. No transfer of rights is implied by enrolment or participation.
- 7. Image and Personality Rights (§§ 22–23 Kunsturhebergesetz – KUG)** – Any use of a person’s image, likeness, voice, or performance requires prior explicit consent in accordance with the KUG and the EU GDPR.

## **ANNEX NO. 8B TO ART. 47(1): COUNTRY-SPECIFIC INTELLECTUAL PROPERTY RIDER (CZECHIA)**

This Rider forms an integral part of the Rules and must be read with Annex 8. It applies to works created under the H&ART Incubator in the Czech Republic. Where a conflict exists, this Rider prevails.

- 1. Default Authorship (Act No. 121/2000 Coll., Copyright Act)** – Copyright subsists in the individual author from the moment of creation, unless the work is created as an employee work under § 58 of the Act.
- 2. Employee Works (§ 58, Act No. 121/2000 Coll.)** – Where a work is created in the course of employment, the employer acquires a licence to use the work for purposes deriving from the employment relationship. Any broader use or transfer requires the author’s written consent. The author retains moral rights.
- 3. Joint Authorship (§ 8, Act No. 121/2000 Coll.)** – Where two or more persons create a work together, they hold copyright in undivided shares. Exploitation requires mutual agreement of all co-authors or their representative.
- 4. Moral Rights (§§ 11–14, Act No. 121/2000 Coll.)** – Moral rights, including the right of authorship and integrity, are inalienable and cannot be waived. Any adaptation or modification of a work must respect these rights.
- 5. Student works (§ 60, Act No. 121/2000 Coll.)** – Works created by students at higher education institutions or within the H&ART Incubator are owned by the student author. The higher education institution or H&ART Incubator may use the work only under a written, non-exclusive licence granted by the student.
- 6. Performer and Image Rights (§§ 67–72, Act No. 121/2000 Coll.; Act No. 110/2019 Coll. on the Protection of Personal Data)** – Performers retain related rights in their performances. Any use of an individual’s image, likeness, or personal data must comply with Czech data protection law and the EU GDPR.

## **ANNEX NO. 8C TO ART. 47(1): COUNTRY-SPECIFIC INTELLECTUAL PROPERTY RIDER (ITALY)**

This Rider forms an integral part of the Rules and must be read with Annex 8. It applies to works created under the H&ART Incubator in the Italian Republic. Where a conflict exists, this Rider prevails.

- 1. Default Authorship (Art. 6, Law No. 633/1941)** – Copyright belongs to the natural person who has created the work, from the moment of its creation, irrespective of registration or formalities.
- 2. Employee Works (Arts. 12-bis, 64-bis, Law No. 633/1941)** – Where a work is created in the course of employment, the economic rights are held by the employer only for uses within the scope of the employee's duties, unless agreed otherwise in writing. The author retains moral rights in all cases.
- 3. Joint and Collective Works (Arts. 7, 10, Law No. 633/1941)** – For jointly created works, copyright belongs to all authors in undivided shares unless agreed otherwise. For collective works (e.g. exhibitions, journals, databases), the coordinator or institution holds the rights to the collective whole, without prejudice to the authors' individual contributions.
- 4. Moral Rights (Arts. 20–24, Law No. 633/1941)** – Moral rights, including the right of authorship and integrity, are perpetual, inalienable, and unwaivable. Any adaptation, modification, or translation must respect these rights.
- 5. Student Works (Arts. 6, 12, and 2576 Civil Code)** – Works created by students in the course of their studies or within the H&ART Incubator are owned by the student author. The higher education institution or H&ART Incubator may use such works only under a non-exclusive written licence. No implied transfer arises from enrolment or participation.
- 6. Artistic Works in Public Spaces (Art. 108, Law No. 633/1941)** – The reproduction of artworks permanently located in public places is subject to limitations set by law; the author's consent and attribution must be respected where applicable.
- 7. Performer and Image Rights (Arts. 80–83, Law No. 633/1941; Arts. 96–97 Civil Code; GDPR)** – Performers retain related rights in their performances. The use of any person's image, likeness, or voice requires prior written consent, consistent with Italian privacy and data protection law and the EU GDPR.

## ANNEX NO. 8D TO ART. 47(1): COUNTRY-SPECIFIC INTELLECTUAL PROPERTY RIDER (SLOVAKIA)

This Rider forms an integral part of the Rules and must be read with Annex 8. It applies to works created under the H&ART Incubator in the Slovak Republic. Where a conflict exists, this Rider prevails.

- 1. Default Authorship (§ 17, Act No. 185/2015 Coll. on Copyright and Related Rights)** – Copyright arises in the natural person who created the work, from the moment of creation, regardless of registration.
- 2. Employee Works (§ 90, Act No. 185/2015 Coll.)** – When a work is created in the course of employment, the employer obtains an exclusive licence to use the work within the scope of the employment relationship, unless otherwise agreed. The author retains the right to be named and to receive equitable remuneration if the work is used beyond agreed terms.
- 3. Collective and Joint Works (§§ 58–59, Act No. 185/2015 Coll.)** – For collective works, the coordinator or commissioning entity holds rights to the collective whole, without prejudice to the authors' individual rights in their contributions. Joint authors share rights in undivided portions unless agreed otherwise.
- 4. Moral Rights (§§ 17–20, Act No. 185/2015 Coll.)** – Moral rights, including the right of authorship and integrity, are inalienable, perpetual, and non-transferable. Any alteration, adaptation, or translation must respect the author's moral rights.
- 5. Remuneration for Secondary Use (§ 58(8), Act No. 185/2015 Coll.)** – Authors are entitled to equitable remuneration for certain secondary uses of their works, such as public lending or communication to the public, as determined by collective management organisations.
- 6. Image and Personality Rights (§ 12, Civil Code, Act No. 40/1964 Coll.)** – The use or publication of a person's likeness, image, or other personal attributes requires the individual's prior consent, consistent with Slovak data protection law and the EU GDPR.

## **ANNEX NO. 8E TO ART. 47(1): COUNTRY-SPECIFIC INTELLECTUAL PROPERTY RIDER (POLAND)**

This Rider forms an integral part of the Rules and must be read with Annex 8. It applies to works created under the H&ART Incubator in the Republic of Poland. Where a conflict exists, this Rider prevails.

- 1. Default Authorship (Art. 8, Act of 4 February 1994 on Copyright and Related Rights)** – Copyright belongs to the natural person who created the work. Rights arise automatically upon creation, without the need for registration or formalities.
- 2. Employee Works (Art. 12, Act of 4 February 1994)** – Where a work is created within the scope of employment duties, the employer acquires economic rights upon acceptance of the work, limited to uses consistent with the purpose of the employment contract. The author retains moral rights in all cases.
- 3. Commissioned Works (Art. 12(2) and 921(3) Civil Code)** – When a work is created under a commission, the commissioning party obtains a licence to use the work for the agreed purposes unless a full transfer of economic rights is explicitly stated in writing.
- 4. Collective and Joint Works (Arts. 9–10, Act of 4 February 1994)** – For joint authorship, rights belong jointly to all authors, and exploitation requires the consent of all co-authors unless otherwise agreed. For collective works (e.g. journals, compilations), the producer or publisher owns rights to the collective whole without prejudice to individual contributors.
- 5. Moral Rights (Arts. 16–21, Act of 4 February 1994)** – Moral rights, including the right of authorship, integrity, and supervision of how the work is used, are perpetual, inalienable, and unwaivable. Any modification must respect the author’s moral interests.
- 6. Image and Personality Rights (Art. 81, Civil Code)** – The dissemination of a person’s image requires their consent unless the person received remuneration for posing or appears as a minor detail of a public event, landscape, or gathering.

## **ANNEX NO. 8F TO ART. 47(1): COUNTRY-SPECIFIC INTELLECTUAL PROPERTY RIDER (PORTUGAL)**

This Rider forms an integral part of the Rules and must be read with Annex 8. It applies to works created under the H&ART Incubator in the Portuguese Republic. Where a conflict exists, this Rider prevails.

- 1. Default Authorship (Art. 11, Código do Direito de Autor e dos Direitos Conexos – CdA)** – Copyright arises automatically in favour of the natural person who created the work, from the moment of its creation, irrespective of disclosure, registration, or completion. The author is presumed to be the person whose name appears on the work in the usual manner, unless proven otherwise.
- 2. Employee and Commissioned Works (Arts. 14–15, CdA)** – Economic rights in works created under an employment or commission agreement belong to the employer or commissioning party only to the extent required by the purpose and terms of the contract. Any broader use requires the express written consent of the author.
- 3. Moral Rights (Arts. 56–62, CdA)** – Authors retain perpetual and non-waivable moral rights, including the right to claim authorship and object to any distortion, mutilation, or modification that may harm their honour or reputation.
- 4. Audiovisual and Collaborative Works (Arts. 20–24, CdA)** – In the case of collaborative or audiovisual works, joint authorship is presumed among principal contributors. The exploitation of such works requires the consent of the majority of co-authors, unless otherwise provided by contract.
- 5. Image and Personality Rights (Art. 79, Civil Code)** – The capture, reproduction, or dissemination of a person’s image or voice requires prior consent, except in cases expressly permitted by law (e.g., images of public figures in public events). Such consent must comply with Portuguese data-protection rules and the GDPR.
- 6. Taxation of Royalties and Revenue (Código do Imposto sobre o Rendimento das Pessoas Singulares – CIRS)** – Royalties and income from intellectual property are subject to withholding tax under the national tax code. For H&ART Incubator purposes, “net revenue” excludes recoverable VAT and mandatory levies, in line with Art. 44 of these Rules.

## ANNEX NO. 8G TO ART. 47(1): COUNTRY-SPECIFIC INTELLECTUAL PROPERTY RIDER (BULGARIA)

This Rider forms an integral part of the Rules and must be read with Annex 8. It applies to works created under the H&ART Incubator in the Republic of Bulgaria. Where a conflict exists, this Rider prevails.

- 1. Default Authorship (Art. 3 Copyright and Related Rights Act – CRRA)** – Copyright arises automatically in the natural person who created the work, from the moment of creation, without registration or disclosure formalities.
- 2. Employee Works (Art. 41, CRRA)** – When a work is created under an employment relationship, the employer acquires the exclusive economic rights to use the work for a period of three years from its completion, unless a different period or scope is specified in the employment contract. After the expiration of this term, the rights revert to the author.
- 3. Moral Rights (Arts. 15–18, CRRA)** – Authors retain non-transferable and perpetual moral rights, including the right to be identified as the author and to preserve the integrity of the work. These rights cannot be waived or transferred.
- 4. Joint Authorship (Art. 9, CRRA)** – When two or more authors have created a work jointly, they hold the rights jointly in undivided shares, unless otherwise agreed. Exploitation or licensing of the work requires the consent of all co-authors, except where their individual contributions are separable.
- 5. Performers and Image Rights (Arts. 76–82, CRRA)** – Performers hold related rights in their performances, including rights of reproduction, distribution, and communication to the public. The use of a person’s image, voice, or performance requires their prior written consent, in accordance with national data protection legislation and the EU GDPR.
- 6. Depository Requirement (Art. 93, CRRA)** – Certain cultural works, particularly those of national significance or produced with public funding, may be subject to mandatory deposit in designated national repositories as defined by the Ministry of Culture.

## **ANNEX NO. 8H TO ART. 47(1): COUNTRY-SPECIFIC INTELLECTUAL PROPERTY RIDER (NETHERLANDS)**

This Rider forms an integral part of the Rules and must be read with Annex 8. It applies to works created under the H&ART Incubator in the Kingdom of the Netherlands. Where a conflict exists, this Rider prevails.

- 1. Default Authorship (Art. 1, Auteurswet)** – The author of a literary, scientific, or artistic work is the natural person who created it. Copyright protection arises upon creation, independent of any registration.
- 2. Employer Ownership (Art. 7, Auteurswet)** – Works created by an employee in the execution of their duties belong to the employer, unless otherwise agreed in writing. This rule applies to all employment relationships where creative work falls within the employee's professional obligations.
- 3. Commissioned Works (Art. 8, Auteurswet)** – When a work is created under the direction and supervision of a commissioning party, the commissioner is considered the copyright holder, unless the parties have agreed otherwise in writing.
- 4. Moral Rights (Art. 25, Auteurswet)** – Authors retain limited moral rights, including the right to attribution and to object to any distortion, mutilation, or modification that harms their reputation or integrity. However, these rights may be waived in writing, wholly or partially, under Dutch law.
- 5. Neighbouring Rights (Art. 45a et seq., Auteurswet)** – Performers, producers, and broadcasters hold related rights to performances and recordings. Any fixation, reproduction, or broadcasting of a performance requires written consent from the performer and must comply with applicable EU directives.
- 6. Image and Personality Rights (Art. 6:162, Burgerlijk Wetboek – Civil Code)** – The unauthorised use of a person's image, voice, or likeness may constitute an unlawful act (onrechtmatige daad). Publication is lawful only with consent or when justified by a legitimate public interest, subject to proportionality and privacy balance tests under GDPR.

## **ANNEX NO. 8I TO ART. 47(1): COUNTRY-SPECIFIC INTELLECTUAL PROPERTY RIDER (SWEDEN)**

This Rider forms an integral part of the Rules and must be read with Annex 8. It applies to works created under the H&ART Incubator in the Kingdom of Sweden. Where a conflict exists, this Rider prevails.

- 1. Default Authorship (§ 1, Act 1960:729)** – Copyright belongs to the natural person who created the work. Protection arises automatically upon creation, without the need for registration or deposit.
- 2. Employee Works (§ 40a, Act 1960:729)** – When a work, including a computer program or database, is created by an employee in the course of their duties, the employer may acquire the economic rights necessary for the normal activities of the enterprise, unless otherwise agreed. In all other cases, the author retains ownership unless an explicit transfer is made in writing.
- 3. Moral Rights (§ 3, Act 1960:729)** – Authors retain non-waivable moral rights to be identified as the creator and to object to derogatory modifications or uses of their works. These rights may be limited only by explicit contractual agreement for specific uses, consistent with good practice.
- 4. Joint Works (§ 6, Act 1960:729)** – Where two or more authors contribute to a joint work, they hold the rights jointly and equally, unless otherwise agreed in writing. Exploitation requires the consent of all co-authors.
- 5. Photographic and Artistic Works (Act 1960:730 on the Right to Photographic Pictures)** – Photographic images and portraits enjoy separate protection under the Photographic Images Act. The right to use or reproduce such works requires the photographer’s or subject’s consent, as applicable.
- 6. Personality and Privacy Rights** – Sweden has no single codified “image rights” statute. The use of a person’s image, voice, or likeness is governed by GDPR, the Swedish Data Protection Act (2018:218), and general principles of privacy and tort law. Explicit written consent is required for identifiable depictions.

## **ANNEX NO. 8J TO ART. 47(1): COUNTRY-SPECIFIC INTELLECTUAL PROPERTY RIDER (TÜRKIYE)**

This Rider forms an integral part of the Rules and must be read with Annex 8. It applies to works created under the H&ART Incubator in the Republic of Türkiye. Where a conflict exists, this Rider prevails.

- 1. Default Authorship (Art. 8, Law No. 5846 on Intellectual and Artistic Works)** – Copyright arises automatically in favour of the natural person who has created the work, from the moment of its creation, without any requirement of registration or disclosure. The person whose name appears on the work as the author is presumed to be its creator, unless proven otherwise.
- 2. Employee Works (Art. 18, Law No. 5846 on Intellectual and Artistic Works)** – When a work is created by an employee within the scope of their employment duties, the economic rights transfer automatically to the employer to the extent necessary for the performance of those duties, unless otherwise specified in the employment contract. The author retains moral rights in all cases.
- 3. Moral Rights (Arts. 14–17, Law No. 5846)** – Moral rights, including the right of disclosure, paternity, integrity, and withdrawal, are inalienable and perpetual. Any modification, adaptation, or public communication of a work must respect these rights.
- 4. Joint Authorship (Art. 10, Law No. 5846)** – Where two or more persons have jointly created a work, they are considered co-authors, owning the rights in equal shares unless agreed otherwise. Collective works are recognised under Turkish law, allowing the coordinator to exercise rights over the compilation without prejudice to individual contributions.
- 5. Neighbouring Rights (Arts. 80–85, Law No. 5846)** – Performers, phonogram producers, and broadcasting organisations retain related rights in their performances and productions. Any fixation, reproduction, or public use requires a written licence or consent.
- 6. Image and Personality Rights (Art. 24, Turkish Civil Code)** – The public use, publication, or distribution of a person’s image, voice, or likeness requires their explicit consent. Any violation constitutes an infringement of personal rights and may give rise to both civil and criminal liability.

## **ANNEX NO. 8K TO ART. 47(1): COUNTRY-SPECIFIC INTELLECTUAL PROPERTY RIDER (ROMANIA)**

This Rider forms an integral part of the Rules and must be read with Annex 8. It applies to works created under the H&ART Incubator in the Republic of Romania. Where a conflict exists, this Rider prevails.

- 1. Default Authorship (Art. 1, Law No. 8/1996 on Copyright and Related Rights)** – Copyright arises automatically in favour of the natural person who created the work, from the moment of its creation, without any formal registration or disclosure requirement. The person whose name appears on the work in the usual manner is presumed to be the author, unless proven otherwise.
- 2. Employee Works (Art. 39, Law No. 8/1996 on Copyright and Related Rights)** – When a work is created by an employee in the course of their duties, the employer acquires the patrimonial rights to use the work for a period of three years from its delivery, unless the contract stipulates otherwise. After that period, the rights revert to the author. Moral rights remain perpetually with the author.
- 3. Moral Rights (Arts. 10–13, Law No. 8/1996)** – Moral rights, including the right of authorship, name, integrity, and withdrawal, are inalienable, non-transferable, and perpetual. Any adaptation, modification, or translation must respect the author’s integrity and reputation.
- 4. Joint Authorship (Art. 5, Law No. 8/1996)** – In the case of joint creation, the work is jointly owned by all co-authors, who hold equal rights unless agreed otherwise. Exploitation of the work requires the consent of all co-authors.
- 5. Performers and Image Rights (Arts. 95–107, Law No. 8/1996; Civil Code Arts. 73–75)** – Performers retain exclusive rights over the fixation, reproduction, and public communication of their performances. The use of any person’s image, voice, or likeness requires their prior explicit consent. Unauthorised use may give rise to civil or criminal liability.
- 6. Cultural Heritage Works (Law No. 182/2000 on the Protection of Movable National Cultural Heritage)** – The reproduction, distribution, or public use of cultural heritage objects requires prior written authorisation from the competent national authority, except where exceptions under fair use or educational purposes apply.



**13.** All provisions of this Article are governed by and interpreted in accordance with Sections XII and XIII of the Constitutive Rules for the structure, operation, and joint management of the Transnational Art and Heritage Incubator of the KreativEU Alliance and the Intellectual Property Rights Policy Charter (Annex No. 8).

**14.** This Agreement is governed by the law of country of the local branch X, without prejudice to mandatory national IP provisions.

## **ANNEX NO. 10 TO ART. 47(2.2): STANDARD INTELLECTUAL PROPERTY RIGHTS CLAUSES FOR THE ARTISTIC RESIDENCY PROGRAMMES AGREEMENTS**

Intellectual Property Rights are governed by Articles 41–48 of the Rules of the H&ART Incubator. The following clauses implement those provisions for the purposes of this Artistic Residency Programmes Agreement.

### **Article XX. INTELLECTUAL PROPERTY RIGHTS**

- 1.** The Resident artist retains full ownership, copyright and moral rights over all works created within the artistic residency programme.
- 2.** The H&ART Incubator acknowledges the Resident artist as the sole author.
- 3.** Physical works, created within the artistic residency programme, remain the exclusive property of the Resident artist.
- 4.** The Resident artist may grant the H&ART Incubator and the local branch X a non-exclusive, royalty-free licence limited to the scope expressly agreed in writing. Where national law grants to the creator or inventor ownership over the intellectual property they have created, explicit written consent is required. The licence period may not exceed what is agreed in writing.
- 5.** The licence is valid for the full duration of copyright protection, unless otherwise agreed.
- 6.** The Resident artist may revoke the licence in cases of serious and demonstrable reputational harm, with sixty (60) days' written notice. Such revocation must not affect prior lawful uses made before the expiry of the notice period, nor materials already disseminated in good faith.
- 7.** The use of any person's image, likeness, or voice requires prior explicit consent, specifying the scope, purpose, and duration of use, in accordance with the GDPR and D1.5 Data Protection Plan of the KreativEU Alliance.
- 8.** If the H&ART Incubator and the local branch X generate revenue from the exhibition, distribution, or reproduction of the Resident artist's works, net revenues will be shared: 80% to the Resident artist and 20% to the H&ART Incubator or the local branch X, unless otherwise agreed in writing.
- 9.** The Resident artist may freely exhibit, sell, license, or reproduce the works elsewhere, provided that such use does not conflict with the licence granted to the H&ART Incubator and the local branch X.
- 10.** Any Resident artist's independent commercialisation of the works, created within the artistic residency programme, does not trigger revenue-sharing obligations.
- 11.** When disseminating or presenting works created within the artistic residency programme, the Resident artist agrees to acknowledge the support of the H&ART Incubator, KreativEU Alliance and European Union.

**12.** The Resident artist, experts, and other persons involved in the artistic residency programme are obliged not to use or disclose sensitive information that has become accessible to them within the environment of the H&ART Incubator and the local branch X.

**13.** All provisions of this Article are governed by and interpreted in accordance with Sections XII and XIII of the Constitutive Rules for the structure, operation, and joint management of the Transnational Art and Heritage Incubator of the KreativEU Alliance and the Intellectual Property Rights Policy Charter (Annex No. 8).

**14.** This Agreement is governed by the law of country of the local branch X, without prejudice to mandatory national IP provisions.

## Conclusion

The present deliverable establishes the comprehensive foundation for the operation, governance, and implementation of the H&ART Incubator of the KreativEU Alliance. Chapter 1 defines the Conceptual Framework, articulating vision, mission, and strategic objectives of the H&ART Incubator within the broader European cultural and creative ecosystem. It outlines the guiding principles of transnational collaboration, interdisciplinarity, sustainability, and inclusivity, positioning the H&ART Incubator as a space for artistic innovation, heritage-driven creativity, and knowledge exchange. The framework clarifies the roles of partners, the structure of local branches, and the mechanisms for coordination, capacity-building, and support across the KreativEU Alliance.

Chapter 2 operationalises this vision through the Rules and Annexes, which provide a unified legal, procedural, and ethical foundation for all activities of the H&ART Incubator. This includes detailed regulations on governance, eligibility, evaluation and selection of participants, mentorship structures, implementation of artistic residency programmes and student competitions, and the comprehensive intellectual property management system. The inclusion of national riders ensures compliance with the diverse legal frameworks of the countries of all KreativEU partners, while maintaining the principles of fairness, transparency, and respect for authors' rights across the KreativEU Alliance.

Together, these chapters establish a coherent and adaptable model for transnational incubation in the cultural and creative sectors. They balance artistic freedom with institutional responsibility, and harmonise local diversity with shared European standards. The deliverable thus provides not only the operational backbone of the H&ART Incubator, but also a reference framework for future cross-border cooperation in the creative and heritage domains.

As the H&ART Incubator proceeds into its Piloting phase, the framework and rules will be subject to review and refinement in light of practice, feedback, lessons learnt, and evolving European policy priorities. This ensures that the H&ART Incubator remains a dynamic, inclusive, and sustainable platform for nurturing creative talent and advancing cultural innovation across Europe.

## PART B: DEVELOPMENT, METHODOLOGY, IMPACT AND POTENTIAL OF THE DELIVERABLE

### 1 Methodology and Development of the Deliverable D4.1 Arts and Heritage Incubator Structure, Rules and Procedures for the Joint Management

#### 1.1 Development of time table

The development of the deliverable followed a structured timetable counting backwards from the submission date in December 2025.

- **April 2025: Preparatory phase** – design of a questionnaire and planning of unstructured interviews with representatives of European University Alliances and KreativEU partners experienced in incubation.
- **April-June 2025: Exploratory research phase** – implementation of unstructured interviews, desk research and systematic review of secondary data sources.
- **June-August 2025: Drafting phase** – consultation with legal experts and experts in business development and formulation of a conceptual framework and preparation of a regulatory framework and annexes.
- **August-October 2025: Feedback phase (legal verification)** – Collecting input and feedback from KreativEU partners, their legal experts and European IP Helpdesk.
- **October-November 2025: Feedback phase (criteria verification)** – Collecting feedback from associated partners, students of KreativEU Alliance, and other stakeholders.
- **November-December 2025: Finalising phase** – Consolidation of stakeholders and associated partners feedback, legal, data protection, and quality review, and final approval.

This timeline ensured adequate time for research, drafting, partner and stakeholder consultation and feedback, and legal verification.

#### 1.2 Formation of working groups

All WP4 members were involved in the implementation of the exploratory research phase by conducting unstructured interviews and collecting and reviewing secondary data sources. Additionally, thematic task forces, each composed of two to four members, were established according to expertise and institutional experience.

- A task force, composed of experts with expertise and/or experience in design of legal documents, incubation, and business development, drafted the regulatory text and intellectual property framework, as well as the organigram of the H&ART Incubator.
- Additional task forces, composed of experts with expertise and/or experience in incubation, intellectual property management, business development and technology transfer, prepared the list of terms and conceptual framework of the H&ART Incubator.

- Separate task forces, composed of experts with expertise and/or experience in incubation, preparing scoring rubrics and recruiting and evaluating various stakeholders, defined recruitment criteria for incubatees, resident artists, mentors, and evaluation criteria for student competitions.

The task forces worked both sequentially and in parallel, with all outputs integrated to ensure cohesion, unification, and compliance with the overall deliverable and Grant Agreement.

### 1.3 Involvement of other WP Teams and KreativEU governing bodies

The work was coordinated under WP4, in close consultation with the Quality Control Team, Data Protection Team, and the Steering Committee, which granted final approval.

Consultations with members of other WPs were sought where relevant, particularly WP2, WP3, WP5, WP6, WP7, and WP8, ensuring complementarity of educational, research, innovation, and dissemination objectives. Internal and external consultants in business development and legal experts from KreativEU partners contributed specialised insight and feedback, while the European IP Helpdesk provided external review to ensure compliance with EU intellectual property regulations and best practices.

### 1.4 Collection of information from all partner institutions

Information was collected through a systematic exploratory approach combining primary and secondary data sources.

Primary data were gathered through eight unstructured interviews with representatives of EUAs operating incubators or implementing comparative initiatives and incubator-related activities. Two WP4 members with prior experience in incubation shared valuable insights on their institutional practice. A questionnaire with open-ended questions guided the discussions, focusing on topics such as structure and governance, recruitment criteria, mentorship, intellectual property management, incubation fees, agreements, and main challenges encountered.

Secondary data were obtained through the review of more than 40 open-access sources, including repositories of best practices, policy documents, and regulatory models of university-based incubators across Europe.

Furthermore, all KreativEU partners contributed institutional data detailing the physical and digital spaces, resources, and support facilities that each partner will make available to the H&ART Incubator.

### 1.5 Alignment of the deliverable with local rules and regulations

Each KreativEU partner ensured that the provisions of the deliverable comply with its national legal framework and institutional statutes. Legal experts from the KreativEU partners reviewed the Intellectual Property Rights section and country-specific annexes to confirm consistency with national copyright and related-rights legislation. The European IP Helpdesk further reviewed the document for conformity with EU standards and best practices.

### 1.6 Draft of structure of deliverable

The structure of the deliverable was jointly designed and validated through collaborative discussions among the members of the WP4 Team, ensuring full coherence between the conceptual vision and its operational implementation. The primary objective was to establish both the rationale (“why”) and the operational framework (“how”) of the H&ART Incubator within the KreativEU Alliance. From the

outset, the partners agreed that the deliverable would consist of two interrelated and complementary documents, each fulfilling a distinct yet mutually reinforcing role within the overall framework of the H&ART Incubator. This dual structure ensures a seamless connection between strategic intent and practical execution, allowing the H&ART Incubator to evolve as both a conceptual model and a functioning transnational system.

The first document, titled “Conceptual Framework of the Transnational Art and Heritage Incubator of the KreativEU Alliance”, defines the overarching mission, core values, and guiding principles of the H&ART Incubator. It outlines the four progressive development phases – Setup → Piloting → Implementation → Consolidation – and maps the interconnected ecosystem of stakeholders, roles, and interactions that sustain the transnational operation of the H&ART Incubator. The framework provides the strategic foundation for the H&ART Incubator, articulating its purpose as a European collaborative environment that bridges art, heritage, research, and entrepreneurship, while fostering innovation and cross-sectoral exchange among KreativEU partners.

The second document, titled “Constitutive Rules for the Structure, Operation, and Joint Management of the Transnational Art and Heritage Incubator of the KreativEU Alliance”, translates the conceptual vision into an actionable framework for governance, regulation, and management. It establishes the organisational architecture, defines the operational processes, and sets out the legal and procedural foundations for the joint transnational management of the H&ART Incubator. The document formalises the roles and responsibilities of governing bodies, the procedures for selection and evaluation of participants, and the mechanisms ensuring transparency, accountability, and compliance with EU and national regulations. In doing so, it operationalises the shared vision of the KreativEU Alliance into a coherent, rule-based system capable of supporting long-term collaboration and sustainable innovation across all KreativEU partners.

The overall outline was reviewed and validated by the WP4 Team before the drafting of the detailed content, ensuring a logical progression from strategic intent to procedural detail and maintaining a functional balance between conceptual clarity, regulatory precision, and compliance with the objectives of the KreativEU Alliance.

## 1.7 Draft of first version of deliverable

Drafting commenced in June 2025, following completion of the exploratory research phase. The first draft of the deliverable was developed in August 2025 and subsequently refined through the integration of feedback and insights provided by members of the WP4 Team, associated partners, students, stakeholders, and specialised internal and external experts. The first complete draft version was finalised in October 2025, consolidating all thematic sections, annexes, and national legal riders into a coherent framework. Throughout the drafting process, WP4 Team reviewed and co-developed the text via the MS Teams platform, which enabled real-time commenting, joint editing, and continuous harmonisation across the KreativEU Alliance, ensuring conceptual alignment and procedural consistency among KreativEU partners.

## 1.8 Consultation and assessment by responsible WP and other relevant KreativEU bodies

The consultation and assessment process unfolded in several successive stages to ensure both methodological consistency and compliance with legal, data protection and quality standards. First, an internal review within WP4 verified the overall coherence, content relevance, and alignment of the

document with the objectives of WP4. This was followed by a joint legal, data protection, and quality review carried out by legal experts from the KreativEU partners and the European IP Helpdesk, in parallel by the Data Protection Team and the Quality Control Team, who assessed the accuracy, regulatory compliance, and internal consistency of the intellectual property provisions and governance framework. Finally, the Steering Committee of the KreativEU Alliance examined and formally endorsed the deliverable. This multilevel review process ensured the legal robustness, operational feasibility, and cross-border applicability of the document across the consortium.

## 1.9 Creation of final version

The final version of the deliverable was completed in December 2025, incorporating all feedback and insights gathered throughout the consultation process. A thorough linguistic and structural harmonisation was undertaken to ensure consistency of terminology, style, and formatting across all sections and annexes. Following its approval, the deliverable was archived in the WP4 online repository, disseminated among all KreativEU partners, and made publicly accessible as the official reference framework guiding the implementation of subsequent tasks and activities under WP4.

## 2 Updating the deliverable D4.1 Arts and Heritage Incubator Structure, Rules and Procedures for the Joint Management

The current version of the deliverable fully meets the objectives and commitments outlined in the Description of Action (DoA) under Task 4.1: Setting-Up of the Structure, Rules and Procedures for the Joint Management of the Incubator. It provides a comprehensive conceptual, organisational, and legal framework that enables the coordinated operation of the H&ART Incubator across all KreativEU partners.

No deviations from the initial scope or commitments occurred during the development process. The elaboration of an extensive Intellectual Property Rights section, as foreseen in the DoA, was implemented in full alignment with the objectives. In the course of drafting, several technical refinements were introduced to ensure greater legal precision, harmonise terminology with EU intellectual property standards, and guarantee compliance with the national legislation of all KreativEU partner countries. These refinements strengthened the overall clarity, applicability, and robustness of the deliverable, without altering its planned content or scope.

In accordance with the long-term vision of the project and the provisions of the DoA, the deliverable is designed as a document, which will be reviewed and updated following the Piloting phase of the H&ART Incubator as part of Task 4.5: Acquisition of Lessons Learned, Fine-Tuning and Set-up of the Transnational Art and Heritage Incubator. The update will incorporate lessons learnt, feedback from incubatees, mentors, and stakeholders, and the results of the pilot evaluation.

The revision process will include:

- assessment of the operational effectiveness of the current rules and procedures;
- adaptation of governance mechanisms and selection and evaluation criteria, where necessary;
- alignment with any new EU or national regulations on intellectual property, data protection, higher education and research;
- refinement of the IPR framework to reflect practical implementation experience.

The updated version will be validated by the H&ART Incubator Transnational Managing Board, reviewed by the legal experts of the KreativEU partners and European IP Helpdesk, Quality Control Team and Data Protection Team, and approved by the Steering Committee before formal adoption. Through this iterative approach, the H&ART Incubator framework will remain responsive, coherent, and sustainable, ensuring its continued relevance and effectiveness within the evolving European higher education and cultural innovation landscape.

## 3 Impact and potential for innovation

### 3.1 Added Value

The Deliverable D4.1 Structure, Rules and Procedures for the Joint Management of the Transnational Art and Heritage Incubator of the KreativEU Alliance provides tangible and strategic added value for all participating institutions and stakeholders. It transforms the conceptual idea of a transnational incubator into an operational framework that enables cross-border collaboration, cultural innovation, and entrepreneurial capacity building in the creative and heritage sectors.

By establishing shared governance principles, transparent selection mechanisms, and harmonised intellectual property rights policies, the document ensures the coherence, legal certainty, and sustainability of the H&ART Incubator as a pan-European ecosystem. It bridges disciplinary, institutional, and national divides, fostering an environment where creativity, research, and innovation mutually reinforce one another.

#### 3.1.1 for H&ART Incubator's internal and external stakeholders

Students, artists, and start-ups benefit from a structured transnational framework that enables them to access mentorship, artistic residencies, training, mobility, and networking opportunities across eleven KreativEU partners and their respective countries. The H&ART Incubator empowers emerging creators to transform artistic and cultural ideas into viable projects or enterprises, strengthening their entrepreneurial mindset, intercultural competence, and employability within the European creative and cultural industries.

Academic and research staff gain access to collaborative teaching, mentoring, and research opportunities within a unified ecosystem that values transdisciplinary cooperation. The H&ART Incubator provides a model for integrating artistic practice, research, and innovation under one governance structure.

Mentors and external stakeholders, including industry professionals, policymakers, and investors, gain access to a European network that facilitates cross-sectoral dialogue and knowledge transfer. The harmonised intellectual property rights framework protects authors' rights while enabling responsible collaboration and dissemination.

#### 3.1.2 for KreativEU Alliance

For the KreativEU Alliance, this deliverable establishes one of its key operational pillars – a jointly managed, transnational, and multidisciplinary structure that translates the KreativEU Alliance's ecocultural vision into practice. It strengthens the KreativEU Alliance's governance capacity by introducing common procedures for selection, evaluation, and knowledge sharing across all KreativEU partners.

The H&ART Incubator acts as both an innovation hub and a policy instrument, fostering cross-border collaboration, research-based cultural entrepreneurship, and integration between education, research, and societal engagement. It supports the creation of a European inter-university campus, in

line with the objectives of the European Universities Initiative, and contributes to building European knowledge-creating teams that operate seamlessly across institutional and national boundaries.

By embedding creativity and heritage at the heart of academic innovation, the H&ART Incubator reinforces the KreativEU Alliance’s capacity to act as a model of good practice in linking education, research, culture, and innovation – thereby deepening the institutional transformation of all KreativEU partners.

### 3.1.3 for the European Union

At the European level, the H&ART Incubator contributes to the broader objectives of the European Universities Initiative by:

- Promoting common European values and cultural diversity through collaborative artistic and research activities;
- Strengthening European identity by creating a shared space for creative and cultural dialogue;
- Boosting the quality, performance, and international competitiveness of European higher education through innovative pedagogies and cross-sectoral learning;
- Enhancing links between higher education, research, innovation, and society, turning “knowledge squares” into a practical reality; and
- Contributing to the European knowledge economy, cultural welfare, and creative employment through new cultural business models and entrepreneurial ecosystems.

The H&ART Incubator thus serves as a European model for cultural innovation, supporting the EU’s objectives for a knowledge-based, inclusive, and sustainable future.

## 3.2 Potential for innovation

The potential for innovation embedded in this deliverable lies in its integrated, cross-sectoral, and transnational approach. The H&ART Incubator introduces a new paradigm of collaboration between art, culture, heritage, technology, and academia – merging creative practice with scientific and entrepreneurial methods.

Its hub-and-spoke governance model, uniting eleven KreativEU partners through shared rules and digital collaboration platforms, enables scalability and replication across Europe. The harmonised Intellectual Property Rights Charter and country-specific riders represent a pioneering step towards a unified European framework for creative ownership and rights management within higher education contexts.

Furthermore, the H&ART Incubator’s design supports continuous learning and adaptability: through its piloting and fine-tuning phases, the structure will evolve based on real-world experience, stakeholder’s feedback, and emerging EU priorities in culture, innovation, and digital transformation.

Ultimately, the H&ART Incubator’s framework demonstrates how higher education institutions can act as engines of cultural innovation, fostering sustainable creative ecosystems that contribute not only to the transformation of universities but also to the cultural and social resilience of Europe.



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