



**EuroCDP**  
EU Chips Design  
Platform

# EuroCDP Experts Terms of Reference (ToR)

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## 1. Introduction

The EuroCDP mobilises a network of experienced semiconductor professionals, chip startup founders, venture investors, product experts, IP specialists, and semiconductor or semiconductor end-user executives to mentor, coach or evaluate European fabless startups and SMEs and their related projects, hereinafter collectively referred to as **Experts**.

This document sets out the terms applicable to all experts engaged under the EuroCDP. It covers the scope and expectations of expert assignments, conduct and confidentiality obligations, and the rules for expense reimbursement and remuneration. The document is intentionally concise. Compliance with these guidelines is a condition of engagement.

## 2. Terms of Reference

### 2.1. Scope of engagement

Experts are engaged in a personal capacity to provide evaluating, mentoring, coaching, and advisory support to startups and SMEs requesting EuroCDP services or participating in the EuroCDP Venture Development Program (Incubation or Acceleration track).

Assignments may include, but are not limited to:

- Assessment of submitted applications
- One-to-one mentoring sessions with founding teams or SMEs
- Group workshops and panel discussions

- Written feedback on startup deliverables (e.g. business plans, pitch decks, product roadmaps)
- Participation in program reviews and evaluation panels

While experts may indicate their role preferences (evaluation activities, mentoring, or the delivery of structured sessions (e.g. keynote speakers, trainers, or facilitators)) the final assignment will be determined by the needs of the EuroCDP program and the specific requirements of each activity.

## 2.2. Assignment and Acceptance Process

Experts may apply to be part of the EuroCDP expert pool by responding to the EuroCDP Call for Experts. Based on this process, a list of potential experts is established.

This list may be complemented, where relevant, by additional recognised professionals and key industry figures who express their interest in contributing to EuroCDP activities, including through direct and non-structured expressions of interest (e.g. via email), and whose profile is considered of particular value for the program.

Experts are selected and engaged on a particular activity on the basis of their professional expertise, sector experience, and availability. Selection follows non-discrimination and equal treatment principles.

Expert engagement under the EuroCDP Program is structured as follows:

### I. Onboarding Confirmation Form

Experts selected for involvement are requested to complete a short onboarding confirmation form. Through this form, experts confirm their participation in EuroCDP activities and provide or validate relevant administrative and professional information required for their engagement.

### II. Appointment Letter

Each expert is formally engaged through an Appointment Letter (see Annex A) defining the general terms of collaboration, including scope of potential roles, applicable fees (if any), and reimbursement conditions. The Appointment Letter does not, in itself, constitute a commitment to specific activities.

The sequence of these steps may vary, and in certain cases experts may receive and accept a specific assignment prior to the formal signature of the Appointment Letter.

### III. Assignment

Specific activities are proposed by the EuroCDP team through individual assignment requests, typically communicated via email. These requests define the scope, timing, format, expected outputs, remuneration and any relevant logistical information related to the activity.

### IV. Acceptance

The expert's participation in each activity is subject to explicit confirmation. Experts may accept or decline assignment requests based on their availability. Engagement in a given activity is considered confirmed only upon the expert's acceptance of the individual assignment request.

## 2.3. Expert responsibilities

Experts, in relation to the activity they have been involved, are expected to:

- Evaluate the assigned proposals and submit the requested evaluation in time
- Prepare adequately for each interactive session and engage constructively with assigned startups and SMEs
- Complete any agreed written outputs within the timeframe specified
- Notify the EuroCDP team promptly if they are unable to fulfil a commitment
- Maintain confidentiality regarding the companies' and program content they encounter

Experts act independently and in a personal capacity. Engagement under this program does not constitute an employment relationship with any EuroCDP consortium partner, including the one signing the Appointment Letter.

## 2.4. Record keeping

Experts must retain all supporting documentation relevant to their engagement, including travel receipts, invoices, and any other expense records, for a minimum of three years following the final payment under their appointment letter.

## 3. Code of Conduct

### 3.1. Independence and professionalism

Experts must perform their tasks independently, impartially, and to the highest professional standards. They may not delegate assigned work to another person, nor be replaced by another person without the prior written agreement of the coordination team. AI tools may be used only for ancillary purposes and under the full responsibility of the expert.

### 3.2. Intellectual Property Rights

The Experts retains the ownership of the materials, reports or deliverables created, in the context of EuroCDP activities, unless otherwise agreed in writing. Notwithstanding, the Experts grants to the EuroCDP a worldwide, non-exclusive, royalty-free licence to use, reproduce, adapt, and distribute such materials for the purposes of EuroCDP activities, including communication, dissemination, and project implementation.

### 3.3. Conflict of interest

Experts must take all necessary measures to avoid situations in which their impartiality or objectivity could be compromised. A conflict of interest arises when an expert has a direct or indirect personal, financial, or professional interest in the outcome of any startup they are assigned to assess or coach.

Specifically, an expert must not be assigned to a startup if they:

- Are a founder, employee, contractor, or advisor of that company
- Hold or are negotiating any financial interest in that company
- Have a close personal relationship with a key individual in that company
- Have been employed by the company or a directly competing entity within the last 24 months

Upon accepting an assignment, the expert confirms the absence of conflict of interest. If a conflict arises or is discovered during the engagement, the expert must immediately inform the EuroCDP team and suspend their involvement until further instructions are received.

### 3.4. Confidentiality

All information shared by or about companies in the context of the program, including technology details, business plans, financial data, and personal data of founders, is confidential. Experts must:

- Not disclose, directly or indirectly, any confidential information to third parties without prior written authorisation.

- Not use confidential information for any purpose other than fulfilling their Assessments obligations.
- Ensure adequate protection of any documents or data in their possession

Confidentiality obligations remain in effect for five years following the date of the last payment under the appointment letter. They cease to apply only if the information becomes public through other channels, or if disclosure is required by law.

If needed for the proper execution of specific activities within the program, dedicated NDAs may be put in place to enable the sharing of more detailed information between the expert and a specific startup or SME.

### 3.5.Data protection

Experts may process personal data only for the purposes and duration specified in their Appointment Letter and the following Assessment detail, and only in accordance with the written instructions of the EuroCDP team. They must not share personal data with third parties and must adopt appropriate measures to ensure its security. Any suspected data breach must be reported to the EuroCDP team without delay.

During EuroCDP Venture Development Programme activities, photographs, audio recordings, or video recordings may occasionally be taken for documentation, communication, dissemination, and reporting purposes related to the programme. By participating in EuroCDP Venture Development Programme activities, Experts acknowledge that such recordings may occur. Any external or promotional use identifying the Expert individually shall be subject to applicable data protection rules and, where required, to the Expert's prior consent.

Further information on the processing of personal data is provided in the **Annex 1 – EuroCDP Experts Privacy Notice**

### 3.6.Use of the “EuroCDP Expert” designation

Experts may refer to themselves as a “EuroCDP Expert” and include this designation in their CV, LinkedIn profile, or other professional materials only after having successfully completed at least one assignment performed under the EuroCDP Program and that assignment has been formally validated by EuroCDP.

The title “EuroCDP Expert” is therefore not granted automatically upon inclusion in the expert pool but is attributed upon completion of a concrete assignment and its formal confirmation by EuroCDP.

Experts are requested to take this condition into account in any external or professional communication.

### 3.7. Conduct obligations summary

| Obligation                 | Key requirement                                                        |
|----------------------------|------------------------------------------------------------------------|
| Independence               | Work in personal capacity; do not delegate                             |
| Conflict of interest       | Declare and recuse before engaging with affected companies             |
| Confidentiality            | 5-year obligation; no disclosure without authorisation                 |
| Data protection            | Process only as instructed; report breaches immediately                |
| Impartiality               | No financial or personal interest in assigned companies                |
| EuroCDP Expert designation | Only after completion and formal validation of at least one assignment |

### 3.8. Non-compliance with the Code of Conduct

Failure to comply with the obligations set out in this Code of Conduct may result in the suspension or termination of the expert's engagement.

In cases of serious or intentional breach of these obligations, EuroCDP reserves the right to withhold or refuse the payment of fees and/or reimbursement of expenses related to the affected activity.

## 4. Fees and Reimbursement Guidelines

Experts engaged under the EuroCDP Program may receive a remuneration for their involvement and be reimbursed for eligible expenses incurred in connection with their assigned activities.

All travel-related expenses are reimbursable against receipts, based on actual costs, and subject to the ceilings defined below. No lump-sum or daily allowance applies.

All reimbursement requests must be submitted within 30 days of the activity date, accompanied by original supporting documents. Expenses submitted after this deadline will not be reimbursed.

Experts may voluntarily waive their entitlement to fees and/or reimbursement.

#### 4.1. Fees

Where an expert agrees on receiving a remuneration, the following rates apply:

- ON-SITE:
  - €450 per working day.
  - €225 per half working day (applicable only under the following conditions)

On-site activities are normally remunerated at the full-day rate (€450), regardless of the duration. A half-day rate (€225) applies only if the expert is based within 100 km of the meeting location and the involvement is limited to a short session.

- ON-LINE
  - € 225 per Half working day
  - €450 per Full working day.

#### 4.2. Travel expenses

Travel expenses are reimbursed for journeys directly connected with the assigned activity, from the expert's address as stated in the appointment letter to the meeting location and back. For your guidance:

- Select the most economical travel rate when booking your ticket, in particular by selecting non-flexible tickets and booking as soon as the meeting dates have been confirmed and the assignment accepted. Delays in reserving the travel tickets may result in abnormally expensive fares. We reserve the right to reimburse abnormally expensive tickets at a lower rate.
- Your travel should start and end at the address in your appointment letter unless you request a change of point of departure prior to assignment acceptance.
- Travel should not be combined with holidays or other meetings without prior authorisation.
- Business class is only allowed for non-stop flights of 4 hours and longer.

- On regular trains we reimburse up to 1st class travel. On all Eurostar routes we reimburse up to Eurostar Plus fares.
- For flights, both the invoice/e-ticket and boarding pass must be provided as supporting documents.

#### 4.3.Meals and local transport

Meal and local transport costs are reimbursed against original receipts, based on actual costs, up to a maximum of €113 per working day. This includes:

- Local transport during meeting days (train, metro, bus, taxi (just under authorization), etc.);
- Meals;

#### 4.4.Accommodation

Accommodation is reimbursable for the night before the first activity day and the night of the last activity day, where travel makes this necessary. Room cost is reimbursed up to €168 per night on presentation of an original hotel invoice.

#### 4.5.Non-eligible expenses

The following are not reimbursable under any circumstances:

- Parking fees;
- Business lounge access
- Ticket upgrades to premium economy or above (where business class is not authorised)
- Travel agency and booking fees
- Transport card subscriptions (Bahncard, MOBIB, Oyster, etc.)
- Car rental
- Excess baggage (unless specifically approved in advance)
- Health, medical, life, or luggage insurance
- Cancellation or rebooking fees (unless caused by circumstances outside the expert's control and approved in advance)
- Minibar, Wi-Fi, telephone, or internet charges
- Printing and postage
- VAT and other cost components that are clearly identifiable and deductible or recoverable by the expert under the applicable national regulations
- Currency exchange losses

## 4.6. Special cases on travel requiring prior approval

The following situations require written authorisation from the EuroCDP team before costs are incurred:

- Travel cancelled or changed due to events outside the expert's control (e.g. strikes)
- Bridging weekend stay between consecutive activity days
- Exceptional taxi use
- Availability of a flexible ticket for a cheaper price
- Train travel for journeys over 400 km
- Travel by car for a distance longer than 400 km;

## 4.7. Additional activity-related expenses

Any costs incurred by the expert that are strictly necessary for the preparation or execution of a specific assignment (e.g. materials, specific tools, or other justified expenses) may be considered eligible only if they are directly related to the activity and have been explicitly authorised in advance by the EuroCDP team.

Such costs must be duly justified, reasonable, and supported by appropriate documentation. Any reimbursement or recognition of additional effort remains subject to prior agreement and will be assessed on a case-by-case basis.

## 4.8. Reimbursement and remuneration procedures

### I. Reimbursement of costs

All experts are required to record their expenses using the **EuroCDP Expert Reimbursement Form** provided in **Annex B**, together with appropriate supporting documents (e.g. invoices, receipts or acceptable electronic copies), and submit them by email within 30 days of completion of the assigned activity.

Specific reimbursement procedures may be requested depending on the EuroCDP partner responsible for the payment, in relation to the applicable national legal and fiscal framework.

Experts will be properly instructed by the EuroCDP team for each assignment regarding reimbursement procedures. Failure to comply with these instructions may result in the expense being considered non-eligible for reimbursement.

## II. Remuneration of the activity

Experts must submit their remuneration request (invoice or equivalent document, such as a fee note or other legally compliant supporting document, in accordance with applicable national regulations) within 30 days of completion of their assigned activity (e.g. on-site bootcamp completion, delivery of all assigned assessments, or cohort completion).

The EuroCDP team will validate the claim and may request additional documentation. Payment will be processed in euros within 4 weeks of approval of the Expert's claim, to the bank account specified in the expert appointment letter.

### 4.9. Reimbursement and remuneration summary

| Key aspect                | Requirements                                                         |
|---------------------------|----------------------------------------------------------------------|
| Remuneration              | 225/450 € per day                                                    |
| Reimbursement             | against receipts, based on actual costs, and subject to the ceilings |
| Accommodation             | Max €168 per night                                                   |
| Meals and local transport | Max €113 per day                                                     |

## 5. Liability

To the maximum extent permitted by applicable law, the EuroCDP, including the Appointing Entity, shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the Expert's participation in EuroCDP activities, including but not limited to any decisions taken by startups or third parties based on the Expert's input, assessments, or recommendations. The Expert provides all services on a best-efforts basis and under their own professional responsibility. The liability of the Appointing Entity, where not otherwise excluded by law, shall in any case be limited to the total amount of fees actually paid to the Expert under the relevant assignment giving rise to the claim.