



General terms and conditions innovation missions

You can participate in an innovation mission on behalf of an organisation. Your registration is therefore on behalf of an organisation (hereinafter referred to as 'the participant'). On the registration form, you need to confirm that your registration has been coordinated with the authorised person of the organisation.

The following general terms and conditions apply to participation in an innovation mission:

1. The company or institution must be registered in the business register of the Netherlands Chamber of Commerce (KVK).
2. The participant must complete the application form in full. When the participant receives a confirmation from the project manager/advisor of the Netherlands Enterprise Agency the application is accepted.
3. The Netherlands Enterprise Agency reserves the right to set a maximum number of participants.
4. The Netherlands Enterprise Agency reserves the right to refuse participants who register after the indicated closing date.
5. The Netherlands Enterprise Agency deals with registrations in the order of receipt. The Netherlands Enterprise Agency may refuse applications if there are just reasons according to the Netherlands Enterprise Agency or the Ministries of Economic Affairs and Climate, Foreign Affairs, Agriculture, Fisheries, Food Security. Amongst others, the objectives of the enterprise or institution, the relationship with the government, the nature of the mission, and a balanced composition of participants are considered in this assessment.
6. The Netherlands Enterprise Agency reserves the right to cancel an application if the participant fails to provide the information required for the smooth running of the organisation in time. This includes a completed intake form, and a company profile for the mission booklet.
7. The Netherlands Enterprise Agency enters the personal data provided by the participant into a client database. By accepting the terms and conditions of participation upon registration, the participant grants the Netherlands Enterprise Agency permission to use the personal data for sending information to the participant about his/her participation and future missions. The participant may at all times object to receiving information about future missions in writing or by e-mail. The Netherlands Enterprise Agency will then stop sending this information.
8. By accepting the terms and conditions the participant agrees to the Netherlands Enterprise Agency publishing his/her name, passport photo, contact details, and company profile in mission-related media. Such as the mission booklet and a possible mission app. The participant also agrees to the recording of personal data for registration, matchmaking, and evaluation.
9. The Netherlands Enterprise Agency reserves the right to exclude an participant from participation in the matchmaking component if the participant has visited the same city(s) with the same search query before. And if an participant acts as an intermediary for other companies and/or institutions.
10. The participant agrees to the participant fee for the relevant digital or physical mission as indicated on the [innovation mission page](#) (in Dutch). Costs not specified in the program are for the account of the participant. Such as travel and accommodation expenses, telephone and internet costs, individual transport, any individual interpreters, etc.



11. The participant may cancel free of charge up to 30 days before the departure date of the mission. After this date, the Netherlands Enterprise Agency will charge the participation fee per company.
12. The participant is obliged to pay the participation fee within 30 days after receiving the invoice.
13. The Netherlands Enterprise Agency reserves the right to cancel a mission if there are justified reasons according to the Netherlands Enterprise Agency. Reasons may be the failure to reach the minimum number of participants, the political situation, security situations, or other forms of force majeure.
14. The Netherlands Enterprise Agency reserves the right to verify with participants whether there is any (risk of) undesirable transfer of knowledge and technology, which have negative consequences for our national security and the Dutch innovative strength and competitive position. And whether there is a (risk of) susceptibility to espionage, sabotage and unwanted foreign interference. The Netherlands Enterprise Agency reserves the right to cancel the participant's application if the Netherlands Enterprise Agency considers these risks unacceptable. More information on these topics can be found on the websites of the national [Economic Security Desk \(in Dutch\)](#), and [Contact Point for Knowledge Security](#).
15. The applicant must declare that they are aware of, and will act in accordance with the [OECD guidelines for Multinational Enterprises on Responsible Business Conduct](#) (RBC). As part of the registration procedure, the applicant may be asked to complete an RBC self-assessment. The Dutch government uses the RBC self-assessment to check whether your organisation meets this requirement. Not completing this self-assessment will result in exclusion from participation. The completed RBC self-assessment or RBC reputation check by RVO may be a reason for further contact. A RBC self-assessment is valid for one year. If an organisation has a valid RBC self-assessment, the applicant does not need to complete it again. Participants must immediately report new facts or circumstances that indicate a violation of the OECD Guidelines to RVO, including breaches of human rights or significant environmental damage. In case a notification is (or has been) submitted to the [Dutch National Contact Point \(NCP\) for the OECD Guidelines](#) concerning an enterprise, the enterprise must notify RVO and cooperate with the NCP. Participants also declare that they do not engage in any activities listed at the [FMO Exclusion List](#). Information on the RBC terms and conditions can be found [here](#).
16. The participant is committed to preventing all forms of (sexual) misconduct during innovation missions, immediately putting a halt to such behavior, and mitigating its consequences.
17. The participant agrees to cooperate in the evaluation of the mission by completing the evaluation form, which the Netherlands Enterprise Agency sends to the participant after the mission.
18. The participant is aware that RVO is subject to compliance with the Dutch General Administrative Law Act, the Open Government Act and the General Data Protection Regulations with regard to sharing and/or publishing the data share with it. Company names are public unless they are names of natural persons (contact persons at companies). The following essay applies if more than just company names are requested:
 - *Absolute grounds for refusal*
 - Company and manufacturing information disclosed to the government in confidence. The confidentiality of the information provided by the participant to the government may be evidenced, for example by an explicit statement of the participant.
 - It is also possible that confidentiality can be assumed. This involves data from which information can be read or inferred about technical operations, the production process, product sales or the customers or suppliers.
 - Financial data may also qualify as company and manufacturing data.



- *Relative grounds for refusal*
 - When disclosure of the data harms the protection of competitively sensitive data. And this interest outweighs the interest of disclosure. This ground for exception protects competitively sensitive company and/or manufacturing data that has not been provided confidentially to the government.
 - (Certain passages from a) document(s) contain company and/or manufacturing data. From this data, trivia can be derived regarding a company's manufacturing process or strategy. Competitors can take advantage of this. This is not desirable for the party that shared the data with the government.
 - The security of persons and companies and the prevention of sabotage. Information may not be disclosed if it interferes with the security of persons and companies and/or prevention of sabotage. And this interest outweighs the interest of disclosure.
(Certain passages from a) document(s) contain security data. Information about the security of individuals or groups of people can be derived from these data. Or from these data it can be deduced what measures have been taken to prevent sabotage.

Dit is een publicatie van:

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© Rijksdienst voor Ondernemend Nederland | april 2026
Publicatienummer: RVO-063-2026/RP-INNO

RVO is een onderdeel van het ministerie van Economische Zaken en Klimaat.