



InnoMatch

Powered by EIC Innovation Procurement Programme

Open Call for Public and Private Buyers

Annex 3 – Memorandum of Understanding

February 2025



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the European Union**

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Document Revision History

Version	Date	Description of change
V.01	25.11.2024	First version
V.02	11.12.2024	Revision EISMEA
V.03	27.01.2025	Second version
V.04	27.01.2025	Second revision EISMEA
V.05	03.02.2025	Third version
V.06	06.02.2025	Final version approved by EISMEA

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Table of Contents

1.	ROLES AND RESPONSIBILITIES.....	5
2.	ENTRY INTO FORCE AND DURATION.....	6
3.	TERMINATION.....	6
4.	CONFLICT OF INTEREST.....	6
1.	4.1. Declaration of honour from the Lead Buyer.....	7
5.	CONFIDENTIALITY.....	7
6.	INTELLECTUAL PROPERTY RIGHTS (IPR).....	8
7.	DATA PROTECTION.....	9
8.	PROMOTION OF THE ACTIVITIES.....	10
9.	FORCE MAJEURE.....	10
10.	LIABILITY AND DISPUTE RESOLUTION.....	10
11.	AMENDMENTS.....	10
12.	GOVERNING LAW.....	11

PARTIES

This Agreement ('the Agreement') is between the following parties:

EIC AWARDEE

[Organisation Name]

Address: [Legal Address of Organisation]

VAT number: [VAT number]

Represented by: [Legal Representative's Name and Position]

Hereinafter referred to as the "EIC Awardee"

THE LEAD BUYER

[Organisation Name]

Address: [Legal Address of Organisation]

VAT number: [VAT number]

Represented by: [Legal Representative's Name and Position]

Hereinafter referred to as the "Lead Buyer"

PURPOSE

This Memorandum of Understanding (MoU) is established to define the framework of rights and obligations for the Buyers' involvement in the InnoMatch Project funded by the European Union's Horizon Europe Programme, Grant Agreement Nr. 101165966.

The Lead Buyer and EIC Awardee have been selected and therefore are entitled to participate in the InnoMatch Programme according to the terms and conditions set out under this Memorandum of Understanding and in accordance with the Guidelines for Applicants and with Annex 1: Application form and Annex 2: Letter of Commitment submitted by the EIC Awardees. It must be noted that the Lead Buyer and EIC Awardees contributions during the pilot deployment/demonstration of proof of concept phase will be further specified in the Pilot Action Plan.

The goal of their partnership is to pilot and test an innovative solution provided by the EIC Awardee, to address a need identified by the Buyer.

Scope of collaboration

1. Roles and Responsibilities

The **EIC Awardee** will prepare, deploy and assess its innovative solution. Its responsibilities include, especially, providing their innovative solution, fine-tuning it according to the Buyer context requirements, deploying it in the Buyer premises, and establishing any training and education needed by the end-users for its successful pilot. This list is not exhaustive and does not exclude other responsibilities agreed with the Buyer in the proposal or Pilot Action Plan.

The **Lead Buyer** will support the EIC Awardee to prepare, deploy and assess its innovative solution. Its responsibilities include, especially, participating in the InnoMatch 'Prepare, Deploy and Assess' programme by clearly describing their needs requirements to the EIC Awardee, recruiting the needed end-users and data for the solution testing, providing specific feedback for the solution improvement and assessing the pilot results. The Lead Buyer shall contribute to the reports that must be submitted by the EIC Awardees during the pilot deployment/demonstration of proof of concept phase as part of the InnoMatch Programme. This list of reports is not exhaustive and does not exclude other responsibilities agreed with the Buyer in the Pilot Action Plan.

Milestone	Due date	Description
Interim report: Preparation phase	2026	Report containing the signed Sub-Grant Agreement for the EIC Awardee, and a defined Pilot Action Plan with clear KPIs for the Deployment phase.
Interim report: Deployment phase	2026/ 2027	Report describing the implementation of the activities, including sessions held, the status of the pilot deployment and results achieved at this stage. It must indicate and justify any major deviations from the original plan and mitigation measures and suggested improvements.
Final report: Assessment phase	2027	Report presenting an overview of the implementation of the activities, including sessions held, pilot deployed status, and results achieved. It must include an evaluation by the Buyer team of whether the solution achieved the initial objectives

		and KPIs set, as per the Pilot Action Plan (approved Validation report).
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TABLE 1 : PILOT IMPLEMENTATION MILESTONES

In the event the Lead Buyer withdraws from the InnoMatch Programme for whatever reason or does not comply with its responsibilities, the Observing Buyers will be consulted and, if agreed, an Observing Buyer may be proposed to take the Lead Buyer role. This must be agreed upon with the InnoMatch consortium, which may require additional documentation from the Observing Buyer to become the Lead.

2. Entry into Force and Duration

This MoU should be concluded and signed by both parties within 4 weeks. In case the MoU has not been concluded and signed within the above period, a new Lead Buyer will be assigned to sign the MoU and to continue the InnoMatch Programme.

This MoU is effective from the date of signature by the parties and will remain in effect until the completion of the InnoMatch “Prepare, Deploy and Assess” Programme (12 months duration, from June 2026 to May 2027) or termination as agreed upon by both parties or the Contractor’s decision.

3. Termination

This MoU may be terminated by the parties in cases of non-compliance or breach of terms or if any of the statements made in the Declaration of Honor in Section 4.1. below prove to be false. Not participating in the programme (unless in the case of Force Majeure) or participating in the programme in a manner that intentionally disrupts the programme shall be deemed a breach of the commitment by the parties.

Any unresolved situation of conflict of interest also constitutes a breach of contractual obligations by the Buyer.

4. Conflict of Interest

The Buyers – Lead Buyer and Observing Buyer(s) – and EIC Awardee agree to take measures to avoid conflicts of interest relating to economic interests, political or national affinities, personal

or any other interests liable to influence the impartial and objective performance of the InnoMatch programme as specified in the Declaration of honour below.

1. 4.1. Declaration of honour from the Lead Buyer

By signing this document, the Lead Buyer declares that all the information provided is truthful for the organisation represented. The Buyer confirms that the organisation is not in any of the exclusion situations listed under **Article 138 of the EU Financial Regulation**, such as being bankrupt, under legal proceedings, guilty of professional misconduct, or in violation of tax and social security obligations. The Buyer also affirms that neither the organisation nor any individuals with decision-making power within it have been convicted of fraud, corruption, or other crimes detrimental to the EU's financial interests.

The Lead Buyer declares that neither the organisation nor anyone associated with the organisation is in a situation of conflict of interest or has provided false information in connection with the InnoMatch Open Call for Public and Private Buyers. The organisation represented meets the eligibility criteria outlined in the Guidelines for Applicants and accepts all terms and conditions of the programme. The buyer certifies that the organisation is committed to participating in InnoMatch, has sufficient financial stability to sustain its activities, and has or will have the necessary resources to fulfil its obligations during the programme.

The Lead Buyer confirms that this application is not being funded by any other EU budget source and will not be used for other EU grants.

The Lead Buyer declares that the organisation proposing the challenge has not previously worked on a related solution to apply for continued funding through InnoMatch, meaning that there will be no conflicts of interest that could jeopardise the ownership of intellectual property rights. The Buyer acknowledges that providing false information or failing to meet these conditions could result in rejection from the programme and exclusion from related opportunities.

5. Confidentiality

During the implementation of the InnoMatch Programme and for five years after the end of the activities, the parties signing the MoU must keep confidential any data, documents or other material (in any form) that is identified as confidential at the MoU signing time ('confidential information'). The selected applicants may disclose confidential information to the InnoMatch

consortium and to the selected reviewers, who will be bound by a specific Non-Disclosure Agreement.

Definition of Confidential Information

For the purposes of this MOU, "Confidential Information" refers to any information, whether written, oral, electronic, or otherwise, that is disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this collaboration, including but not limited to business plans, technical data, trade secrets, financial information, methodologies, customer data, and any other information designated as confidential or that a reasonable person would understand to be confidential by its nature.

Obligations of the Receiving Party

The Receiving Party agrees to:

- a. Keep the Confidential Information strictly confidential and use it solely for the purposes of this collaboration;
- b. Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law or to consultants, advisors, or subcontractors who are bound by equivalent confidentiality obligations;
- c. Protect the Confidential Information using at least the same standard of care as it uses to protect its own confidential information but in no event less than a reasonable standard of care.

Exclusions from Confidential Information

Confidential Information does not include information that:

- a. Is or becomes publicly available through no fault of the Receiving Party;
- b. Was known to the Receiving Party before disclosure by the Disclosing Party, as evidenced by written records;

6. Intellectual Property Rights (IPR)

The ownership of the results between the EIC Awardees and the Lead Buyers is regulated by this MoU, signed between the parties. The specification of IPR rights indicated in the MoU can be recalled in the Pilot action plan for further specifications.

The general rules are that each party retains ownership of the Intellectual Property Rights attached to their background (what they bring to the project), and, regarding the foreground (what is generated during the project), the results are owned by the party that generates them.

Each EIC Awardee will own the foreground it generates and the foreground jointly generated with the Lead Buyer, in the context of the pilot implementation. This is to ensure that EIC Awardees can widely exploit the newly developed solutions commercially.

Background description

Background	Owner	Description
ADD BACKGROUND NAME	ADD PARTNER OWNING THE BACKGROUND	DESCRIBE BACKGROUND

TABLE 1 : PROJECT BACKGROUND

Foreground description

Result	Type	Owner	Result Description	Additional condition for the use of results and licensing rights
ADD RESULT NAME	JOINT / INDIVIDUAL	ADD PARTNER OWNING THE BACKGROUND	DESCRIBE FOREGROUND	FOR JOINT RESULTS DESCRIBE IF ADDITIONAL CONDITIONS ARE GRANTED TO THE BUYER FOR THE USE OF RESULTS.

TABLE 1 : PROJECT FOREGROUND

As part of the Pilot Action Plan and based on each case, the EIC Awardee and the Lead Buyer may agree on additional certain conditions, related to the rights to use the results and licensing rights.

7. Data Protection

The Buyers and EIC Awardee will use and process the data during the implementation of the InnoMatch Programme and for five years after the activities end. The parties commit to adhering to the GDPR (Regulation 2016/679) concerning the processing and protection of personal data.

The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specific purposes and adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.

8. Promotion of the activities

The Lead Buyer will support the EIC Awardee in promoting the pilot. This includes providing any relevant information necessary for the promotional activities carried out by the EIC Awardee and conducting promotion activity through their corporate channels.

9. Force Majeure

"Force Majeure" refers to any exceptional, unforeseen event beyond the control of either party that prevents them from meeting their obligations under the contract. This event must be unavoidable despite all due care and cannot result from error or negligence. Force majeure excludes service failures, equipment issues, delays, strikes, or financial difficulties unless these are directly linked to a force majeure event.

Upon occurrence, parties must act to minimise damages and resume contract activities as soon as possible. Neither party will be held liable for breaches caused by force majeure but must notify the other party promptly. If the issue persists beyond ten days after notification, the contractor may choose to terminate the MoU.

10. Liability and Dispute Resolution

In case of disputes, both parties agree to resolve matters amicably. If unresolved, the dispute may be referred to arbitration under the International Court of Justice in Brussels, with proceedings in English.

11. Amendments

Modifications to this MoU require written consent from both parties, signed by their authorised representatives.

12. Governing Law

This MoU is governed by the laws of Belgium.

SIGNATURES

In witness whereof, the authorised representatives of the EIC Awardee and the Buyers have signed this MoU on the dates indicated below.

EIC Awardee and Lead Buyer

<p>FOR [ORGANISATION_NAME] (THE EIC AWARDEE) MR./Ms. [NAME SURNAME] [POSITION IN ORGANISATION] SIGNATURE</p>	<p>FOR [ORGANISATION_NAME] (THE LEAD BUYER) MR./Ms. [NAME SURNAME] [POSITION IN ORGANISATION] SIGNATURE</p>
<p>DONE AT _____ ON DD/MM/2024</p>	<p>DONE AT _____ ON DD/MM/2024</p>

Annexes

1. ANNEX 4: ACTION PLAN (TEMPLATE)

[This refers to general rules for pilot deployment phase between the Lead Buyer and the selected EIC Awardee, outlining objectives, KPIs, milestones, and deployment timelines.].

2. ANNEX 2: PROPOSAL TEMPLATE

[This refers to the proposal after introducing the changes, if any, during the negotiation phase]