



InnoMatch

Powered by EIC Innovation Procurement Programme

Open call 2 for EIC Awardees

Annex 5 – MEMORANDUM OF UNDERSTANDING (MoU)



**Funded by
the European Union**

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 European Innovation Council and SMEs Executive Agency. Neither the European Union nor the granting authority can be held responsible for them.

DOCUMENT REVISION HISTORY

Version	Date	Description of change
V1.0	03.11.2025	First Version

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 European Innovation Council and SMEs Executive Agency. Neither the European Union nor the granting authority can be held responsible for them.

COPYRIGHT NOTICE

© INNOMATCH Consortium, 2024

Table of Contents

1. Roles and Responsibilities	5
2. Entry into Force and Duration.	6
3. Termination.	6
4. Conflict of Interest.	6
5. Confidentiality	6
6. Intellectual Property Rights (IPR).	7
7. Data Protection.	8
8. Promotion of the activities	8
9. Force Majeure.	8
10. Liability and Dispute Resolution.	8
11. Amendments	8
12. Governing Law	9

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 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 "Buyer"

PURPOSE

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

The Buyer and EIC Awardee have received the favourable resolution by the external evaluators 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 Annex 1: Guidelines for Applicants and Annex 2: Proposal submitted by the EIC Awardee. It must be noted that the Buyer and EIC Awardee contributions 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 solve 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 **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 solution 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 Buyer shall contribute to the reports that must be submitted by the EIC Awardee as part of the InnoMatch Programme. This list is not exhaustive and does not exclude other responsibilities agreed with the Buyer in the proposal or Pilot Action Plan.

Milestone	Due date	Description
Interim report: Preparation phase	Aug 2025	Report containing the signed Sub-Grant Agreement, and a defined Pilot Action Plan with clear KPIs for the Deployment phase.
Interim report: Deployment phase	Feb 2026	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	Jun 2026	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).

TABLE 1 : PILOT IMPLEMENTATION MILESTONES

2. Entry into Force and Duration.

This MoU is effective from the date of signature by both parties and will remain in effect until the completion of the InnoMatch “Prepare, Deploy and Assess” Programme (12 months maximum duration, from July 2025 to June 2026) 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. 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 Buyer 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.

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 Awardee and the Buyers is regulated by the 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 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 Buyer may agree on additional certain conditions, related to the rights to use the results and licensing rights.

7. Data Protection.

The Buyer and EIC Awardee will use and process the data during the implementation of the InnoMatch Programme and for five years after the activities end. Both 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 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.

This MoU shall be construed in accordance with and governed by the laws of Belgium.

The Parties shall endeavour to settle their disputes amicably. All disputes arising out of or in connection with this MoU, which cannot be solved amicably, shall be finally settled by the courts of 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 [country].

SIGNATURES

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

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

Annexes

1. ANNEX 1: GUIDELINES FOR APPLICANTS

[This refers to the Guidelines for applicants published by the time the call is open]

2. ANNEX 2: PROPOSAL

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