



# **European Institute of Innovation and Technology (EIT)**

## **Memorandum of Cooperation OUTLINE**

July 2023



KIC logo

## **MEMORANDUM OF COOPERATION**

**EIT/[ KIC name]**

Following the successful completion of the Partnership Agreement, this Memorandum of Cooperation ('MoC') is **between** the following parties:

**on the one part,**

the **European Institute of Innovation and Technology** ('EIT'), represented by [forename and surname, function],

**and**

**on the other part,**

the Knowledge and Innovation Community ('KIC') Legal Entity ('KIC LE'), represented by [forename and surname, function],

*By signing the MoC, the EIT and the KIC shall commit to pursue a stable cooperation for the fulfilment of the mission of the EIT and the KIC and contribute to sustainable Union economic growth and competitiveness by reinforcing the innovation capacity of the Union and Member States in order to address major challenges faced by society in the field of [KIC area of activity].*

## **TERMS AND CONDITIONS**

### **CHAPTER 1 GENERAL PROVISIONS**

#### **ARTICLE 1 — SUBJECT OF THE AGREEMENT**

*The MoC shall establish the general terms and conditions governing the cooperation between the EIT and the KIC after the expiry of the Partnership Agreement.*

*The provisions of the MoC shall be binding on the EIT and the KIC.*

#### **ARTICLE 2 — DEFINITIONS**

*The MoC shall define the relevant terms for the EIT-KIC cooperation with due regard to the definitions of the EIT Regulation and the Horizon Europe Regulation, including the terms ‘MoC’, ‘KIC’, ‘Co-location Centre’, ‘RIS’ and ‘RIS Hub’, ‘KIC partner organisation’, ‘EIT Community’, etc. The definition of ‘KIC’ shall take duly into account the change in the status of the KIC under the EIT and Horizon Europe legal framework, following the end of the term of the EIT-KIC Partnership Agreement.*

#### **ARTICLE 3 — STARTING DATE AND DURATION**

*The MoC shall be concluded for a period of three years (2025-2027), starting on 1 January 2025 and until 31 December 2027, in line with the duration of the Horizon Europe Framework Programme.*

### **CHAPTER 2 COOPERATION BETWEEN THE EIT AND THE KIC**

#### **ARTICLE 4 — COOPERATION OBJECTIVES**

##### **4.1 Objectives**

*The MoC shall aim at ensuring a continued contribution to the mission of the EIT and to the EU policy objectives.*

*To this aim, the KIC shall continue bringing together the actors of the knowledge triangle (research and innovation, education and business) in a thematically focused innovation ecosystem. The KIC shall be maintained as an active member of the EIT Community, by providing for the participation of the KIC in the EIT initiatives, encouraging cross-KIC cooperation and supporting the continuation of certain specific activities, subject to the terms and conditions set out in the MoC.*

##### **4.2 Strategy**

*The MoC shall aim at agreeing upon a KIC Strategic Plan for 2025-2027, on the basis of the 2021-2027 KIC Strategic Agenda, annexed to the Partnership Agreement.*

*The KIC Strategic Plan shall be included in Annex to the MoC.*

### **4.3 Alignment**

*The MoC shall ensure alignment with the EU policy objectives, and safeguard the EU interests, in particular in the field of research innovation and in the thematic area concerned, both at an EU and at international level. The MoC shall provide for the safeguarding of the assets that have been created by means of the EIT support and ensure that they continue to be used for the purposes of the KIC and the KIC objectives.*

## **ARTICLE 5 —KIC PARTNERSHIP**

### **5.1 KIC partnership**

*The MoC shall lay down the basic requirements for the composition of the KIC partnership and for its operational capacity to implement the strategic plan.*

### **5.2 Role of [name of the KIC LE]**

## **ARTICLE 6 — GOVERNANCE AND INSTITUTIONAL COOPERATION**

### **6.1 Governance of the KIC**

### **6.2. Openness and transparency of the KIC**

### **6.3 Relations with the EIT**

*The EIT and the KIC shall maintain close cooperation, with a view to maximize impact in the field of the KIC's activities, and to successfully implement the KIC Strategic Plan. The EIT and the KIC shall agree on mutual and structured information sharing taking into account the status of the KIC that will no longer be an institutionalised European partnership and the KIC shall ensure full transparency as regards its activities.*

## **ARTICLE 7 — KIC ACTIVITIES**

### **7.1 Maintenance of the KIC ecosystem and network**

*The KIC shall strive to maintain the transnational KIC ecosystem and network and to this end, pursue collaboration with other KICs. The MoC shall foresee the role of the KIC LE to manage the ecosystem and ensure its impact in accordance with the KIC Strategic Plan including management and leadership, strategic planning, coordination, communication and dissemination activities.*

### **7.2 Sound portfolio management principles**

*The MoC shall define the standards to ensure sound management of the KIC activities and operations.*

### **7.3 Continuation of the Knowledge triangle integration activities**

*The MoC shall foresee the continuation of the knowledge triangle activities as part of the KIC portfolio of activities, including activities implemented by the KIC organizational structure and by KIC partner organisations in the fields of research and innovation activities, education and training activities, and business creation activities.*

*In line with the EIT Regulation, the MoC shall include the conditions for the participation in higher education and training activities including the use of the EIT label for education and training programmes.*

*Provided that the KIC maintains education and training activities with strong entrepreneurship and innovation components to contribute to the training of the next generation of talents, the MoC may foresee that the KIC and its partner organisations are entitled to participate in competitive calls launched by the EIT or the KICs under a partnership agreement in the field of higher education and training.*

*The education programmes of the KIC may be eligible for the EIT Label in case the KIC commits to ensure compliance with the EIT Label Framework, and other relevant EIT Label provisions, including with respect to the KIC education programmes that have received the EIT label during the term of the Partnership Agreement, as well as the monitoring and reporting requirements.*

## **ARTICLE 8 - EIT –KIC JOINT INITIATIVES**

### **8.1. EIT- KIC RIS Activities**

*With due regard to the outcome of the in-depth study, the MoC shall facilitate the involvement of the KIC in joint activities in those EU Member States and Horizon Europe associated countries, eligible for the EIT RIS, that are categorised as “moderate” or “modest” / “emerging” innovator based on the European Innovation Scoreboard of the European Commission.*

### **8.2. Synergies and complementarities**

*The MoC shall foresee a cooperation between the EIT and the KIC in order to achieve synergies and complementarities among the KICs under an MoC, KICs under a Partnership Agreement, other European partnerships and with different actors and initiatives at Member State, European Union and global level.*

### **8.3. Relations with the EIT Alumni Community**

*The MoC shall foresee the maintenance of the KIC Alumni organisation, encouraging their participation in the EIT Alumni, and ensuring compliance with the EIT Alumni legal framework.*

*The past and future graduates of the education, training, business creation and innovation programmes of the KIC and of its KIC partners, realised in the framework of the MoC, shall remain and become part of the EIT Alumni.*

### **8.4. EIT Community Prizes and Competitions**

*Subject to compliance with the MoC and provided that the KIC continues to implement the knowledge triangle integration principle in the areas concerned, the KIC shall be entitled to nominate applicants for the EIT awards and to participate in other EIT Community Prizes and Competitions.*

### **8.5. Flagship EIT and EU Initiatives**

*The EIT and the KIC shall aim at continuing their cooperation to contribute to the attainment of EIT Flagship Initiatives, including for example the EIT's DTTI Initiative or fostering women entrepreneurship.*

*The details of the KIC contribution to the EU Initiatives shall be laid down in the KIC Strategic Plan.*

## **ARTICLE 9 — EIT BRAND AND KIC COMMUNICATION & DISSEMINATION**

### **9.1 Use of the EIT brand by the KIC**

*The MoC shall clarify the conditions for the continued use of the EIT brand by the KIC, which shall be conditional upon alignment with the EU policy objectives and requirements.*

*The MoC shall clarify the terms of the use of the EIT trademark, which shall be subject to a license.*

### **9.2 Communication — Acknowledging the EIT-KIC Cooperation**

*The KIC should acknowledge the EIT funding that was received, in its communication and promotion activities, on its website and social media channels, in its press releases and major announcements. The MoC shall foresee the details of the acknowledgement.*

*The MoC shall further refer to the Horizon Europe visibility obligations in relation to the support provided by the EIT, and specify their duration.*

### **9.3 Communication — promoting the EIT and KIC Cooperation**

*The MoC shall foresee a cooperation between the EIT and the KIC for the promotion of the joint activities and results. across the European Union in a timely, strategic, coherent and effective manner.*

### **9.4 Dissemination of results activities**

*The MoC shall foresee dissemination activities concerning the results of the KIC's previous, ongoing and future activities in the area of activity of the post-15 KIC.*

## **ARTICLE 10 — CONDITIONS FOR THE PARTICIPATION IN EIT GRANTS**

### **10.1 EIT competitive calls for specific activities**

*The MoC shall define the main areas of the EIT calls during its term. Having regard to the outcome of the in-depth study, these areas shall include:*

- *Competitive calls for specific activities, such as in the field of Education and training, RIS – reducing the innovation divide in Europe, innovation ecosystems, dissemination and outreach, synergies and complementarities with other EU Programmes and initiatives, early-stage business creation schemes;*
- *Competitive calls for Cross-KIC activities, for example in the field of business creation, joint innovation projects in common thematic areas, higher education;*

- *Competitive calls for shared services, including for example EIT Campus; office consolidation and EIT House; coordinated dissemination and outreach.*

## **10.2 Competitive calls for transnational coordination activities of CLCs**

*The MoC shall provide for a definition of the transnational coordination activities supported by the EIT, which shall in particular have the following aims:*

- *Maintenance of the pan-European character of the ecosystem of the KIC;*
- *Geographical balance of the overall KIC ecosystem across Europe;*
- *Reduction of the regional innovation divide;*
- *Enhancing cooperation among Co-location centres and RIS Hubs;*
- *Addressing cross-sectoral challenges of EU policy significance at a pan-European level, including by means of the development of guidelines and methodologies, coordinated dissemination of best practice and outreach, and activities for synergies and complementarities with other EU programmes and initiatives.*

## **10.3 Conditions of the EIT grants**

### **10.3.1 Substantive conditions**

*The MoC shall define the main conditions for the EIT support in line with the EIT Regulation and the Horizon Europe Regulation. Further substantive conditions shall be set out in the specific invitations or calls for proposals. Participation in the EIT calls for specific activities shall be subject to the following main conditions:*

- *The KICs shall comply with the provisions of the MoC, including the implementation of the knowledge triangle integration principle and alignment with the EU policy objectives;*
- *The proposals shall have an embedded financial sustainability mechanism;*
- *The proposals shall demonstrate that an impact at EU level will be created and contribute to the relevant EIT KPIs, including the EIT RIS sub-KPIs, in line with the EIT Impact Framework;*
- *The proposals shall be subject to a competitive allocation mechanism.*

*Specific conditions for the support to transnational coordination activities shall include the following main conditions:*

- *The KIC shall have at least two CLCs or RIS Hubs established in two different EU Member States;*
- *The transnational coordination activities concerned shall be executed by the CLCs, with a possible involvement of the RIS Hubs concerned;*
- *The proposals shall demonstrate high Union added value;*
- *The proposals shall be subject to a competitive allocation mechanism.*

### **10.3.2 Procedural conditions**

*The MoC shall specify that the EIT will award grants funded by Horizon Europe, following a transparent and objective selection process, in line with the evaluation procedure and award criteria set out in the invitation or call.*

*The rules for the participation and dissemination of Horizon Europe shall apply to these grants. The grants shall be implemented in accordance with the Horizon Europe legal framework and grant agreements.*

### **10.4 Continued participation in the 2023-2025 Cross KIC actions**

*The MoC may provide for the continued participation of the KIC in the 2023-2025 Cross-KIC actions.*

## **CHAPTER 3 INFORMATION AND MONITORING OF IMPACT**

### **ARTICLE 11 — INFORMATION EXCHANGE**

*The KIC and the EIT shall commit to maintain relations of regular and transparent exchanges of information, thereby taking into account the status of the KIC that will no longer be an institutionalised European partnership.*

### **ARTICLE 12 — IMPACT, REPORTING, MONITORING AND REVIEW**

#### **12.1 Impact**

*The MoC shall foresee a continued contribution to the EIT performance indicators of the EIT Impact Framework and the applicable Horizon Europe Key Impact Pathway Indicators, relevant to the areas/activities outlined in this MoC and implemented by the KIC, and contribute to the evaluations of the Framework Programme.*

#### **12.2 Monitoring and reporting**

*The MoC shall foresee the continuation of the reporting and monitoring system within Horizon Europe, in particular by implementing common data models including data collection stored in Horizon Europe common database.*

#### **12.3 Grant reports**

*The MoC shall refer to periodic reporting by the KIC in compliance with the grant agreements.*

#### **12.4 Review of the implementation of the Agreement before the end of the Framework Programme**

*The MoC shall foresee a review of the implementation of the Agreement before the end of the Horizon Europe Framework Programme.*



## **CHAPTER 4 FINAL PROVISIONS**

### **ARTICLE 13 — COMMUNICATION BETWEEN THE PARTIES**

#### **13.1 Forms and means of communication**

*The MoC shall specify the way communications shall be made under the MoC.*

#### **13.2 Date of communication**

*The MoC shall establish the rules when electronic and paper communications are considered to have been received by the parties.*

#### **13.3 Addresses for communication**

*The MoC shall specify the addresses for communication of the parties.*

### **ARTICLE 14 – CONFIDENTIALITY**

*The MoC shall lay down the confidentiality obligations of the parties.*

### **ARTICLE 15 – DATA PROTECTION**

*The MoC shall lay down the obligations of the parties concerning the processing of personal data, with a view to ensure compliance with the EU legal framework.*

### **ARTICLE 16 — INTERPRETATION OF THE AGREEMENT**

*The MoC may lay down rules for the interpretation of the MoC including its precedence over the Annexes.*

### **ARTICLE 17 — AMENDMENTS**

*The MoC shall lay down the rules governing the amendment of the MoC. Amendments may only be foreseen to the extent they do not call into question the decision of the EIT Governing Board on the final text of the Memorandum of Cooperation and the agreement of the Commission provided thereto.*

### **ARTICLE 18 — SUSPENSION, TERMINATION, DAMAGES**

#### **18.1 Suspension of the Agreement**

*The MoC shall lay down the instances and the conditions for the suspension of the agreement by the parties. This may in particular include cases of force majeure or an indication of a serious breach of obligations under the Agreement or a grant agreement, including a breach of EU legislative framework, the EU policy objectives, improper implementation of the KIC Strategic Plan, submission of false information, failure to provide required information.*

**18.2 Termination of the Agreement**

*The MoC shall lay down the instances and conditions for the termination of the agreement by the parties, in coherence with the instances and conditions for the suspension of the agreement.*

**18.3 Compensation for damages**

*The MoC shall specify the conditions under which the parties may claim damages as a result of the actions of the other party.*

**ARTICLE 19 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**19.1 Applicable law**

*The MoC shall define the applicable law, which shall be in principle the applicable EU law, supplemented if necessary by the law of Belgium.*

**19.2 Dispute settlement**

*The MoC shall lay down provisions concerning the settlement of disputes by the parties under the Agreement, which may include a conciliation procedure with the involvement of the EIT and the KIC management, as well as the EIT Governing Board.*

**ARTICLE 20 — ENTRY INTO FORCE**

*The MoC shall be foreseen to enter into force on 1 January 2025.*

**SIGNATURES**

For the KIC  
[function/forename/surname]

For the EIT  
[function/forename/surname]

Done in English  
In ..... on [date]

Done in English  
In ..... on [date]

**KIC STRATEGIC PLAN 2025-2027**