



European Institute of Innovation and Technology (EIT)

Memorandum of Cooperation FINAL DRAFT

June 2024



A body of the European Union



[KIC logo]

MEMORANDUM OF COOPERATION

EIT/[KIC name]

Following the successful completion of the Partnership Agreement, as demonstrated by the positive outcome of the final review of [KIC name], 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'):

[full official name (short name)], established in [official address in full], VAT number [insert number], represented by [insert function, forename, surname], and representing the [KIC name].

By signing the Memorandum of Cooperation ('MoC'), the EIT and the KIC commit to pursue a stable cooperation for the fulfilment of the mission of the EIT and the KIC and to 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].

More specifically, [EIT Climate-KIC will continue catalysing systemic change for climate action through innovation]; [EIT Digital will create a global impact through European innovation fuelled by entrepreneurial talent and digital technology]; [EIT InnoEnergy will continue working for a trusted innovation ecosystem in sustainable energy].

The Memorandum of Cooperation is composed of:

Terms and Conditions

Annex: KIC Strategic Agenda

Having regard to

- Regulation (EU) 2021/819 of the European Parliament and of the Council of 20 May 2021 on the European Institute of Innovation and Technology (recast) (‘EIT Regulation’)¹;
- Regulation (EU) 2021/695 the European Parliament and of the Council of 28 April 2021 establishing Horizon Europe – the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination and repealing Regulations (EU) No 1290/2013 and (EU) No 1291/2013 (‘Horizon Europe Regulation’)²;
- Decision (EU) 2021/820 of the European Parliament and of the Council of 20 May 2021 on the Strategic Innovation Agenda of the European Institute of Innovation and Technology (EIT) 2021-2027: Boosting the Innovation Talent and Capacity of Europe and repealing Decision No 1312/2013/EU³ (‘EIT Strategic Innovation Agenda’);
- Decision (EU) of 16 December 2009 of the Governing Board of the EIT on the selection and designation of the KIC InnoEnergy, Climate KIC and EIT ICT Labs⁴;
- Decision 17/2018 of 12 July 2018 of the Governing Board of the EIT on the confirmation of the Framework Partnership Agreements of the first wave Knowledge of Innovation Communities (KICs) beyond 7 years⁵;
- Decision 21/2019 of 25 September 2019 of the Governing Board of the EIT on the Financial Regulation of the EIT⁶;
- Decision 11/2021 of 17 March 2021 of the Governing Board of the EIT on the adoption of the new EIT Label framework⁷;
- Decision 8/2022 of 16 March 2022 of the Governing Board of the EIT on the amendment of the EIT key performance indicators (KPIs) and repealing Decision 7/2021 of the Governing Board of the EIT⁸ and the EIT Impact Framework (2021-2027)⁹;
- In-depth study report of: EIT Climate-KIC, EIT Digital, EIT InnoEnergy by independent external experts of 14 April 2023;

¹OJ L 189 of 28.5.2021, p. 61-90.

²OJ L 170 of 12.5.2021, p. 1-68.

³OJ L 189 of 28.5.2021, p. 91-118.

⁴Ares(2010)130286-11/03/2010

⁵03144.EIT.2018.I.GB.WP

⁶Ares(2019)6810859

⁷Ares(2021)1930763

⁸Ares(2022)2197972

⁹Ares(2022)2301160

- Decision 29/2023 of 13 July 2023 of the Governing Board of the EIT on memoranda of cooperation and on mandating the EIT Director¹⁰;
- Final Review of the performance and activities of [KIC name] by Deloitte and White Research of November 2023¹¹;
- Opinion 1/2024 of the Member State Representatives Group (MSRG) on the conclusion of a memorandum of cooperation with EIT Climate-KIC, EIT Digital and EIT InnoEnergy¹²;
- Decision [number] of [date of the decision] of the Governing Board of the EIT [on the conclusion of the memorandum of cooperation with EIT Climate-KIC, EIT Digital and EIT InnoEnergy]¹³.

Whereas

- In line with its founding act, the EIT Regulation, and its Strategic Innovation Agenda 2021-2027, the EIT's mission is to contribute to sustainable EU economic growth and competitiveness by reinforcing the innovation capacity of all Member States and the Union in order to address major challenges faced by society. It must do this by promoting synergies, integration and cooperation among higher education, research and innovation of the highest standards, including by fostering entrepreneurship, thereby strengthening the innovation ecosystems in an open and transparent manner.
- For the period of 2021-2027, the EIT is part of the Horizon Europe Framework Programme for Research and Innovation and shall contribute to delivering on the general and specific objectives of Horizon Europe, fully taking into account its strategic planning.
- The EIT Regulation foresees that the relationship between the EIT and each KIC shall be based on a partnership agreement, a grant agreement, or a memorandum of cooperation. The partnership agreement may be concluded for an initial period of seven years that may be extended for an additional period of up to seven years.
- The EIT Governing Board designated [name of KIC] as a Knowledge and Innovation Community on 16 December 2009 and the EIT signed the Framework Partnership Agreement with [name of KIC] on [date] for a period of 7 years¹⁴, defining the conditions under which the EIT awarded specific grants to the KIC.
- In 2014, the EIT became part of the Horizon 2020 Framework Programme and the ongoing Framework Partnership Agreements of the KICs were revised and harmonised

¹⁰ Ares(2023)4919314

¹¹ [Ares(2023)8215644 (EIT Climate-KIC)]; [Ares(2023)8215561 (EIT Digital)]; [Ares(2023)8215105 (EIT InnoEnergy)]

¹² Ares(2024) 2238589

¹³ Ares(2024)[number]

¹⁴ [Climate-KIC: 16.02.2011] [EIT Digital: 13.12.2010] [EIT InnoEnergy: 17.12.2010]

with the new legal framework by means of a new Framework Partnership Agreement with effect from 1 January 2016¹⁵.

- By means of Decision 17/2018 of the EIT Governing Board, the Framework Partnership Agreement of [KIC name] was confirmed beyond 7 years for additional 7 years.
- Following the entry into force of the Horizon Europe Regulation, the EIT and the KIC signed a Partnership Agreement for the period between 1 January 2021 and 31 December 2024¹⁶.
- In line with the Horizon Europe Regulation, Institutionalised European Partnerships shall have a clear life-cycle approach, be limited in time and include conditions for phasing out the Programme funding.
- Pursuant to the EIT Strategic Innovation Agenda, the EIT shall ensure that the KICs continue to pursue financial sustainability, in order to achieve financial independence from the EIT grant at the latest after 15 years following their launch by leveraging public and private investment, while still focusing on the integration of knowledge triangle activities.
- As stated in the EIT Regulation, after the expiry of the partnership agreement, subject to the positive outcome of the final review, the EIT and the KIC may conclude a memorandum of cooperation with the aim of maintaining active cooperation.
- The memorandum of cooperation shall address the elements referred to in Article 12 of the EIT Regulation, including the rights and obligations linked to the continuation of the knowledge triangle activities as well as the maintenance of KIC's ecosystem and network; the conditions for the use of the EIT brand and participation in EIT Awards and other initiatives organised by the EIT; the conditions for participation in EIT competitive calls for some specific activities, including cross-KIC activities and shared services; and the conditions for additional support from the EIT for transnational coordination activities among the Co-location Centres with a high Union added value.
- In line with the EIT Strategic Innovation Agenda, an in-depth independent study was conducted by the EIT, including an assessment of the KICs' efforts to achieve financial sustainability, the revenues generated and KIC's financial outlook as well as the activities, the continuation of which might be at risk due to a lack of resources. The outcome of the in-depth study served as a basis for the MoC, in particular as regards the focus of the EIT funding after the end of the Partnership Agreement.
- The Governing Board of the EIT decided in July 2023 on the duration, structure and content of the memoranda of cooperation and authorised the EIT Director to initiate negotiations with the KICs concerned.

¹⁵[For Climate-KIC : 2.3.2016, Ref, 00198.2016.I] [For EIT Digital: Ref. 00060.2015.I] [For EIT InnoEnergy: 7.3.2016, Ref. 00034.2016.I]

¹⁶[For Climate-KIC: 30.06.2021, Ares (2021)4263898] [For EIT Digital: 11.05.2021, Ares (2021)3137725] [For EIT InnoEnergy: 11.05.2021, Ares (2021)3137725]

- A final review was conducted in line with Article 11(7) of the EIT Regulation with a positive outcome.
- The Member State Representatives Group adopted a positive opinion on the conclusion of a memorandum of cooperation with EIT Climate-KIC, EIT Digital and EIT InnoEnergy.
- The EIT Governing Board has examined the negotiated memorandum of cooperation and authorised the EIT Director to conclude the memorandum of cooperation with [KIC name] by means of its Decision of [date of the decision].

TERMS AND CONDITIONS

CHAPTER 1 GENERAL PROVISIONS

ARTICLE 1 — SUBJECT OF THE AGREEMENT

This Agreement establishes the general terms and conditions governing the cooperation between the EIT and the KIC after the expiry of the Partnership Agreement.

The provisions of this Agreement are binding on the EIT and the KIC.

This Agreement is without prejudice to the requirements of the grant agreements signed between the parties before the entry into force of this Agreement.

For the purpose of this Agreement, [KIC LE name] represents the [KIC name].[KIC LE name] [OPTION for Climate-KIC: and [KIC LE Holding name] respectively, in line with their responsibilities set out in the KIC Strategic Agenda] ensure[s] that the Agreement is implemented by the entities forming part of the KIC organisational structure (KIC LE [OPTION for Climate-KIC: or KIC LE Holding, as applicable], affiliated entities, CLCs), in cooperation with KIC partners.

ARTICLE 2 — DEFINITIONS

For the purpose of this Agreement, the following definitions apply:

Memorandum of Cooperation ('MoC') – Memorandum of Cooperation means an Agreement between the EIT and a KIC, aiming to keep the KIC as an active member of the EIT Community after the expiry of the Partnership Agreement, and which includes the conditions for access to EIT competitive calls for some specific activities and transnational activities with a high Union added value.

KIC under Memorandum of Cooperation ('KIC under MoC') – A KIC under Memorandum of Cooperation means an integrated partnership of higher education institutions, research organisations, companies, and other stakeholders in the innovation process in the form of a strategic network, established upon initiative and with the support of the EIT, providing a continued contribution to the mission of the EIT and to the objectives of EU industrial and innovation policy. Following the expiry of the term of the Partnership Agreement with the EIT, the KIC under MoC no longer qualifies as an Institutionalised European Partnership under Article 10 of the Horizon Europe Regulation.

A KIC under Memorandum of Cooperation, similarly to KICs under Partnership Agreement, has its own organisational structure and is composed of the KIC Legal Entity ('KIC LE'); its affiliated entities; the Co-location Centres ('CLCs') and the KIC partners.

Co-location Centre ('CLC') – A Co-location Centre means a physical hub or branch which promotes links between and active collaboration among knowledge triangle actors and acts as a focal point for knowledge exchange through which the KIC's partners are able to access facilities and the expertise needed to pursue

their common objectives. CLCs are a gateway for accessing the KIC and interacting with KIC partners, as well as with other local innovation actors.

KIC partner organisation(s) ('KIC partner(s)') – Any legal entity which is a member or owner of the KIC and may include, in particular, higher education institutions, vocational education and training providers, research organisations, public institutions, public or private companies, financial institutions, regional and local authorities, foundations and non-profit organisations.

Knowledge triangle integration activity – activities that foster the integration of the knowledge triangle of higher education, research and innovation, and the involvement of knowledge triangle actors in KIC activities in line with the KIC Strategic Agenda, thereby contributing to the overall objectives of the EIT.

Strategic Agenda of the KIC under MoC ('KIC Strategic Agenda') – A plan laying out the objectives, actions towards these objectives, activities and impact indicators of the KIC under MoC for the term of the duration of this Agreement as set out in Article 3.

Regional Innovation Scheme ('RIS') – An EIT scheme fostering the integration of the knowledge triangle and the innovation capacity of countries (and regions in those countries) that are classified as 'moderate' or 'modest' / 'emerging' innovators in the European Innovation Scoreboard as referred to in the EIT Strategic Innovation Agenda and of the outermost regions within the meaning of Article 349 of the Treaty on the Functioning of the European Union ('TFEU'), in particular by attracting and integrating new partners into the KICs and bridging regional innovation capacity disparities, thereby mitigating the innovation divide.

Regional Innovation Scheme Hub ('RIS Hub') – RIS Hub means a physical hub, established by a KIC in a Member State or in an associated country targeted by the RIS that serves as focal point for the KIC's activities and for the mobilisation and involvement of local knowledge triangle actors in the activities of the KIC.

Transnational coordination activities with a high Union added value – Activities coordinated by the KIC LE that contribute to the pan-European innovation ecosystem or address cross-sectoral challenges of EU policy significance, as defined in Article 10.2.

Cross-KIC activities – Activities that aim to enhance cooperation and synergies between KICs, whether under Partnership Agreement or Memorandum of Cooperation, to foster a more inter-disciplinary approach and create a critical mass among KICs to tackle topics of common interest.

Shared services – Service activities provided by one or more KICs, whether under Partnership Agreement or Memorandum of Cooperation, to each other or across all KICs in the interest of knowledge sharing and efficiency gains.

Grant agreements – Agreements signed by the EIT and the KIC laying down the provisions concerning the implementation of the EIT grants, funded from the Union

contribution to the EIT under the Horizon Europe Programme, or from additional financial resources from other Union programmes.

Financial sustainability – A capacity of a KIC to finance its knowledge triangle activities independently of contributions from the EIT.

EIT Community – The EIT and the active community of individuals and legal entities which benefited or benefit from the EIT support or financial contribution.

ARTICLE 3 — STARTING DATE AND DURATION

This Agreement is concluded for a period of three years (2025-2027), starting on 1 January 2025 until 31 December 2027, in line with the Horizon Europe Framework Programme for Research and Innovation.

The duration of grant agreements concluded between the EIT and the KIC in the context of this Agreement will be defined in line with the relevant invitations or calls for proposals, subject to compliance with the applicable legal framework.

CHAPTER 2 COOPERATION BETWEEN THE EIT AND THE KIC UNDER MOC

ARTICLE 4 — COOPERATION OBJECTIVES

4.1. Objectives

[KIC name] is committed to further contribute to the EIT’s aim to foster sustainable economic growth and competitiveness in Europe by reinforcing the innovation capacity of all Member States and the Union in order to address major challenges faced by society in the area of [climate change] [digital transformation] [sustainable energy].

To this aim, [KIC name] shall continue bringing together the actors of the knowledge triangle (research and innovation, education and business) in a thematically focused innovation ecosystem.

[KIC name] shall run the knowledge triangle activities, undertake outreach activities, ensure the dissemination of results, and promote synergies and complementarities — thereby strengthening the innovation ecosystem in Europe, in accordance with the provisions of this Agreement.

The EIT is committed to pursue its cooperation with [KIC name] and to maintain [KIC name] as an active member of the EIT Community, by providing for the participation of [KIC name] in the EIT initiatives, encouraging cross-KIC cooperation and supporting specific activities as set out in this Agreement.

4.2. Strategy

[KIC name] pursues the above objectives by implementing the Strategic Agenda of [KIC name] as foreseen in Annex.

4.3. Alignment

The EIT and [KIC name] pursue their cooperation in line with the relevant EU policy objectives, thereby serving the interests of the EU and its citizens and aiming at maximizing impact in the thematic area of [climate change][digital transformation][sustainable energy], both at an EU and at international level.

The KIC will ensure that its activities are aligned with the requirements of the applicable EU legal framework and the strategic EU policy objectives relevant to the field of [climate change][digital transformation][sustainable energy].

At an international level, the KIC will ensure that its actions are in line with the legal acts in the field of EU foreign and security policy and aligned with the EU's global approach to research and innovation, the EIT Global Outreach strategy and the European economic security strategy.

ARTICLE 5 — KIC PARTNERSHIP

5.1. KIC partnership

[KIC name] is an excellence-driven partnership of actors in the knowledge triangle, as defined in Article 2.

The KIC may change in composition but must at all times be composed of partner organisations representing all sides of the knowledge triangle (higher education, research and innovation) established in at least three different Member States.

In addition, at least two thirds of the KIC partners must be established in the Member States.

5.2. Role of [name of the KIC LE] [OPTION for Climate-KIC: [name of the KIC LE] and [name of the KIC Holding]]

[Name of KIC LE] represents and manages the KIC and ensures that the KIC delivers and respects the conditions and objectives set out in this Agreement.

[Name of KIC LE] [OPTION for Climate-KIC: [Name of the KIC LE] and [Name of the KIC Holding]], in line with their responsibilities set out in the KIC Strategic Agenda] ensures that their affiliated entities, the CLCs and the KIC partners endorse and implement this Agreement and cooperate in a coordinated and integrated way and work towards reaching the objectives set out in Article 4 and in the Annex.

[Name of KIC LE] [OPTION for Climate-KIC: and [name of the KIC Holding], in line with their responsibilities set out in the KIC Strategic Agenda] undertake[s], in particular, to:

- a) drive the preparatory and conceptual work of the KIC (KIC strategy and finances, cooperation and coordination);
- b) maintain the transnational KIC partnership and ecosystem in line with the requirements of Article 5.1;
- c) lead the work towards the attainment of the KIC objectives and strategy as described in the KIC Strategic Agenda, with due regard to the relevant EU policy objectives as provided for in Article 4.3;

- d) maintain the KIC governance system in accordance with the good governance requirements of Article 6.1;
- e) cooperate with the EIT and the European Commission on behalf of the KIC, conducting all communications;
- f) ensure compliance with the reporting and monitoring obligations foreseen in the grant agreements and in the present Agreement.

ARTICLE 6 — GOVERNANCE AND INSTITUTIONAL COOPERATION

6.1. Governance of the KIC under MoC

[KIC name] shall maintain its own organisational and governance structure including the KIC LE incorporated in the territory of the EU, its affiliated entities and the CLCs.

The governance of [KIC name] shall, in compliance with applicable legal governance requirements:

- implement commonly accepted principles of good governance, including effectiveness and efficiency, segregation of duties, avoidance of conflict of interests, independent supervision, corporate ethics and integrity;
- be composed of high quality members who are appointed in a transparent manner;
- seek to ensure that the composition of its governance bodies reflects diversity, in particular with regard to gender, geographical and professional background;
- reflect the balance within the knowledge triangle.

[KIC name] shall have an effective operational structure and capacity to implement the Strategic Agenda of [KIC name] and the specific grants as well as any other obligations as a result from this Agreement.

The KIC LE shall make sure that the tangible and intangible assets that have been created by means of the EIT support continue to be used for the purposes of the KIC and the KIC objectives as defined in Article 4 and in the Annex.

In order to reinforce the highest standards of integrity and to reduce the risk of fraud, [KIC name] shall continue to maintain an Anti-fraud Strategy and related action plan.

For the purposes of the implementation of the EIT grants, the KIC LE, its affiliated entities and CLCs shall apply the KIC Procurement Policy to ensure compliance with the substantive requirements of EU public procurement law, in particular with the main principles of transparency, equal treatment, non-discrimination and competition.

6.2. Openness and transparency of the KIC

The KIC shall aim at:

- openness and transparency in the course of the implementation of the KIC Strategic Agenda;

- involving all relevant partners and stakeholders in the implementation of the KIC Strategic Agenda to maximise its impact, being open to new partners by raising awareness among stakeholders and encouraging their participation;
- being transparent, by publishing on its website and providing the EIT with information and key documents in due time about the following:
 - KIC vision, objectives and main areas of activity;
 - KIC set-up and governance including the KIC LE, its affiliated entities, the CLCs and if applicable, the RIS Hubs;
 - KIC partnership: partner categories and criteria, geographical coverage, names of partners participating in the implementation of the KIC Strategic Agenda;
 - KIC activities:
 - information on ongoing and planned activities, with due regard to the protection of commercially sensitive information;
 - calls for tenders (i.e. procurement procedures) of the KIC LE, its affiliated entities and CLCs under an EIT grant;

6.3. Relations with the EIT

The EIT and [KIC name] agree to maintain close cooperation in the interest of the attainment of the objectives of this Agreement.

The EIT and [KIC name] agree on mutual and transparent information sharing on their activities in accordance with Article 12.2 of this Agreement.

The CEO of [KIC name] may be invited to attend dedicated meeting(s) of the EIT Governing Board, as well as to the EIT's Forum meeting with the KIC CEOs.

The EIT will also facilitate the cooperation between [KIC name] and the Member State Representatives Group ('MSRG'), in particular with regard to synergies and complementarities between EIT and KIC activities with national or regional programmes and initiatives. To this end, the [CEO] of [KIC name] may be invited and attend the dedicated session within the MSRG meetings.

The representative of the EIT Governing Board and/or the EIT Director may be invited to attend the meeting of the [Supervisory][Management] Board of [KIC name].

ARTICLE 7 — KIC ACTIVITIES

7.1. Maintenance of the KIC ecosystem and network

[KIC name] shall strive to maintain the transnational KIC ecosystem and network in line with the Strategic Agenda, with a considerable number of KIC partners making a significant contribution as a European strategic network, and with a presence in at least three Member States.

Furthermore, [KIC name] shall be open to pursue collaboration with other KICs under Memorandum of Cooperation or Partnership Agreement.

The KIC LE shall manage the ecosystem and ensure its impact in accordance with the Strategic Agenda of [KIC name] including management, strategic planning, dissemination, awareness-raising, communication, networking, coordination and policy dialogues.

7.2. Sound portfolio management principles

[KIC name] shall follow the principles of sound management in carrying out its activities and operations, including:

- sound financial management: principles of economy, efficiency and effectiveness;
- sound portfolio selection and management;
- systemic, effective and reliable monitoring of progress towards its strategic objectives as set out in its Strategic Agenda.

7.3. Continuation of the Knowledge triangle integration activities

[KIC name] shall continue its knowledge triangle integration activities in line with the KIC Strategic Agenda.

The KIC LE shall ensure that the areas provided for in this point are part of the KIC portfolio of activities, including activities implemented by the KIC organisational structure and by KIC partner organisations.

7.3.1. Research and innovation activities

The KIC shall continue to run activities supporting innovation in line with the KIC Strategic Agenda to develop innovative products, processes and services that address a specific business opportunity in line with the relevant EU policy objectives, including activities that can generate financial returns via most commonly accepted financial sustainability mechanisms or financial assets, and thereby contribute to the sustainability of the KIC ecosystem.

7.3.2. Education and training activities

The KIC shall maintain education, skill development and training activities with strong entrepreneurship and innovation components to contribute to the training of the next generation of talents, in line with the KIC Strategic Agenda.

Under the conditions set out in Article 10 of this Agreement, the KIC may participate in EIT grants in the field of education and training, including the Higher Education Initiative of the

EIT and in other competitive calls launched by the EIT or by KICs under a Partnership Agreement in the area of education and training.

The education, skill development and training programmes of the KIC shall aim to be labelled in line with the EIT Label Framework adopted by the EIT, where relevant. For this purpose, the KIC commits to ensure compliance with the EIT Label Framework and other relevant EIT Label provisions (EIT Label Handbook), 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.

7.3.3. Business creation activities

The KIC shall run business creation activities in line with the KIC Strategic Agenda, such as accelerator schemes to help entrepreneurs translate their ideas into successful ventures and speed up their growth and development process. These business creation services for entrepreneurs, start-ups, scale-ups, and corporations – from preincubation to business acceleration – should provide entrepreneurs with services such as access to finance, access to customers and markets, develop vital business skills, and networks, and ultimately help ground-breaking ideas translate into financially successful, and socially impactful business ventures. The portfolio of business creation activities should aim at generating revenues for the KICs, for example through short-mid term fees and longer term return on equity held in the supported startups and scaleups.

ARTICLE 8 - EIT - KIC JOINT INITIATIVES

The EIT and [KIC name] agree to further cooperate as part of the joint activities and initiatives of the EIT Community [OPTION for Climate-KIC: implemented by the KIC by the [KIC LE name] and [KIC LE Holding name] respectively, in line with their responsibilities set out in the KIC Strategic Agenda].

8.1. EIT- KIC RIS Activities

The EIT and the KIC aim to collaborate on joint activities in those 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.

With the involvement of the local KIC partners and EIT RIS Hub(s), spearheading a place-based approach, these activities shall aim at linking the local ecosystem to pan-European innovation, support local innovation capacity and integrate additional participants from EIT RIS-eligible countries into the KIC’s activities.

All EIT RIS Hubs maintained by the KIC or established during the term of this Agreement (if applicable) shall continue to comply with the Minimum Functions of EIT RIS Hubs as outlined in the EIT RIS Hubs Minimum Standards and Guiding Principles, including, coordinating closely with other EIT Community offices operating in the same ecosystem. The location of the KIC’s EIT RIS Hubs should be selected in order to ascertain a balanced geographical spread of the KIC’s on-the-ground representation across Europe.

8.2. Synergies and complementarities

The EIT and the KIC aim to cooperate in order to achieve synergies and complementarities among the KICs including with KICs under a Partnership Agreement, other European partnerships and with different actors and initiatives at Member State, European Union, Horizon Europe associated countries and global level.

The KIC may participate in cross-KIC activities and shared services, allowing for pursuing the cooperation on joint activities with other KICs.

The EIT and the KIC shall coordinate their activities under this Agreement with respect to dissemination; strategic alliances with key innovation actors at EU and international level; input to the design and implementation of EU policy priorities.

In particular, the EIT and the KIC may jointly engage in the following activities:

- engaging with Member States and associated countries, at both national and regional level, to ensure structured and coordinated efforts to enable synergies with national and regional initiatives, including smart specialisation strategies;
- developing synergies with other EU programmes, including those supporting human capital development and innovation;
- [OPTION for Climate-KIC: via [name of the KIC Holding]] stimulating the creation of innovative companies in close synergy, coherence and complementarity with the European Innovation Council.

8.3. EIT Alumni

The EIT and the KIC confirm their aim that the past and future graduates of the education, training, business creation and innovation programmes of the KIC and of the KIC partners, realised in the framework of the partnership agreement or this Agreement shall remain and become part of the EIT Alumni.

The KIC [OPTION for Climate-KIC: via the KIC Holding] will maintain its Alumni organisation and encourage their Alumni in the participation in the activities of the EIT Alumni under the EIT Alumni legal framework.

8.4. EIT Community Prizes and Competitions

Subject to compliance with this Agreement and Union law and provided that the KIC continues to implement the knowledge triangle integration principle in the areas concerned in line with the KIC Strategic Agenda, the KIC will be invited 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 aim to continue their cooperation to contribute to the attainment of EIT flagship initiatives, such as the EIT's Deep Tech Talent Initiative ('DTTI'), EIT Jumpstarter, Girls Go Circular or those fostering women entrepreneurship and leadership, in line with the KIC Strategic Agenda included in the Annex.

ARTICLE 9 — EIT BRAND AND KIC COMMUNICATION & DISSEMINATION

9.1. Use of the EIT brand by the KIC

The KIC agrees to a coordinated approach with the EIT in the field of branding and visual identity in order to ensure consistent and compliant use of the EIT brand. The use of the EIT brand by the KIC, as foreseen in this section, is conditional upon compliance with this Agreement, including alignment with the applicable EU legal framework and the relevant EU policy objectives as provided for in Article 4.3.

9.1.1. KIC name and logo

[KIC name] shall develop its own name, no longer starting with ‘EIT’, and own visual identity without the EIT brandmark, for the purpose of using it in all communications after the entry into force of this Agreement.

The new visual identity for [KIC LE name], its affiliated entities and CLCs shall include a clear reference to the EIT by means of the following statement:

“initiated by the EIT”.

This reference to the EIT shall be used on the KIC website landing page, and in its communication and promotion activities including social media channels, press releases and major announcements.

The new visual identity of the KIC, including the KIC name and logo as well as the reference to the EIT, and the timeline for introduction shall be consulted with the EIT to ensure compliance with the requirements of Article 9.

In order to facilitate a coherent and coordinated approach in the field of branding, the EIT may issue dedicated guidelines on the implementation of Article 9.

9.1.2. Use of the EIT brand for specific programmes and initiatives

The KIC LE, its affiliated entities, CLCs and KIC partners shall always promote and fully align with the existing EIT Community brand and visual identity when participating in EIT flagships, EIT Cross-KIC activities, EIT Awards and EIT Alumni programmes and initiatives.

9.2. Communication – Acknowledging the EIT-KIC cooperation

9.2.1. General acknowledgement and reference

The KIC should acknowledge the EIT support and funding that was received from 2010 and that is provided in the framework of this Agreement, in its communication and promotion activities, including its website, social media channels, press releases and major announcements.

The KIC website (homepage and ‘About’ page or equivalent) shall display the following text:

“[KIC name] was founded upon the initiative of the European Institute of Innovation and Technology (EIT), a body of the European Union. [KIC name] received funding (EUR [amount]) and strategic guidance from the EIT over 15 years as an EIT Knowledge and Innovation Community (KIC). Following the successful signature of a Memorandum of

Cooperation, the EIT and [KIC name] collaborate to further boost innovation in [climate change] [digital transformation][sustainable energy] across Europe and beyond.”

Press releases and major announcements published by the KIC shall clearly state the above information on the cooperation with the EIT in the boilerplate of the release or news item, presenting the establishment of the KIC with the support of the EIT, a body of the European Union. [KIC LE name] ensures that these provisions are complied with by all the affiliated entities, CLCs and KIC Partners as regards their relevant activities and projects and wherever otherwise referred to.

9.2.2. Visibility of EU support

The KIC undertakes to comply with the visibility obligations, as provided for in the grant agreements, with respect to the specific activities funded by the EIT.

In addition, in this case, for all dissemination activities and any infrastructure, equipment, or result funded by the EIT grant, the KIC shall display the EIT logo alongside the EU emblem and the following funding statement:

“This action is supported by the European Institute of Innovation and Technology (EIT), a body of the European Union”.

As a rule, this obligation shall last during the execution of the activity or the use of the infrastructure, equipment or result in question.

9.3. Communication — promoting the EIT and KIC Cooperation

The EIT and the KIC commit to promote both each other’s and joint activities and results by providing targeted information to multiple audiences (including the main stakeholders in Member States and participating countries in the Framework Programme, the media and the public) across the European Union in a timely, strategic, coherent and effective manner. Any communication activity related to the KIC must use factually accurate information.

The KIC will ensure a contribution to the communication activities of the EIT by providing targeted information, upon request, on results achieved, success stories and upcoming activities.

Before engaging in a communication activity expected to have a major media impact concerning the KIC, the EIT and [KIC LE name] will aim to inform each other ahead of publication and sufficiently in advance. In the case of activities foreseen in the KIC Strategic Agenda or under a grant agreement, the parties shall inform each other at least 24 hours prior to publication.

As part of the continued involvement of the KIC in the EIT Community, the EIT and the KIC commit to cooperating for the purpose of the organisation of events and ensuring an active contribution of the EIT or KIC to conferences, fairs, workshops, seminars organised by or on behalf of the EIT or KIC as required.

9.4. Dissemination of results

The KIC commits to engage in dissemination activities concerning the results of the KIC's previous, ongoing and future activities under the KIC Strategic Agenda, upon the availability of these results.

ARTICLE 10 — CONDITIONS FOR THE PARTICIPATION IN EIT GRANTS

10.1. EIT competitive calls for specific activities

Subject to compliance with this Agreement, the KIC under MoC, as defined in Article 2 of this Agreement, is eligible to participate in the invitations or calls for proposals launched by the EIT in the following fields:

- Competitive calls for specific activities, such as in the field of education and training, including entrepreneurial education, training and coaching, RIS (reducing the innovation divide in Europe), innovation ecosystems, dissemination and outreach, and synergies and complementarities with other EU Programmes and initiatives;
- Competitive calls for Cross-KIC activities, for example, in the field of business creation, joint innovation projects in common thematic areas, and the Higher Education Initiative;
- Competitive calls for shared services, including for example EIT Campus; office consolidation and EIT House; coordinated communication, dissemination and outreach.

The KIC under MoC including the KIC partners are also eligible to participate in open calls launched by the EIT or by KICs under Partnership Agreement.

In the case of EIT grants funded from other Union programmes, outside the Union contribution to the EIT under the Horizon Europe Framework Programme, the conditions laid down in the legal framework of the Union programme concerned and in the contribution agreement to the EIT apply.

10.2. Competitive calls for transnational coordination activities

In addition to the calls referred to under point 10.1. above, based on point (2) e) of Article 12 of the EIT Regulation, the EIT will launch invitations or calls for proposals for the support of transnational coordination activities, as referred to in Article 2 of this Agreement.

In order to qualify as transnational coordination activity of 'high Union added value', the activity shall have a pan-European character and aim to address an EU policy objective, such as in particular:

- 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

Participation in the EIT calls for specific activities referred to in Article 10.1. above shall be subject to the following main conditions:

- The KICs shall comply with the provisions of this Agreement, including alignment with the applicable EU legal framework and relevant EU policy objectives as provided for in Article 4.3; and implementation of the knowledge triangle integration principle as referred to in Article 7.3;
- The KIC maintains a sustainable innovation ecosystem;
- 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 KIC Strategic Agenda and the EIT Impact Framework.

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

- The KIC shall have a presence by means of CLCs in at least three different Member States besides the KIC LE;
- Such transnational coordination activities shall be carried out with the involvement of CLCs;
- The proposals shall demonstrate high Union added value in accordance with Article 10.2. above.

Further substantive conditions of the individual calls will be set out in the specific invitations or calls for proposals.

10.3.2. Procedural conditions

The EIT will award grants following a transparent and objective selection process, in line with the evaluation procedure and award criteria set out in the invitation or call. The proposals shall be subject to a competitive allocation mechanism.

The financial envelope available for these grants is determined by the EIT legal framework, the budgetary commitments made available to the EIT, and the relevant decisions of the EIT Governing Board.

The grants awarded under the Horizon Europe Framework Programme shall be implemented in accordance with the Horizon Europe legal framework and grant agreements, including the rules for participation and dissemination.

The grants awarded under other Union programmes shall be implemented in line with the relevant legal framework, including the rules of participation of the relevant Union programme, the relevant work programme, and the conditions of the contribution agreement.

10.4. Continued participation in the 2023-2025 Cross-KIC actions

The KIC is entitled to continue to participate in the 2023-2025 Cross-KIC actions, including the Higher Education Initiative, as set out in the 2023-2025 invitation¹⁷, subject to the relevant funding allocation decision of the EIT Governing Board in 2024.

CHAPTER 3 INFORMATION AND MONITORING OF IMPACT

ARTICLE 11 — INFORMATION EXCHANGE

In line with Article 6.3., the KIC and the EIT maintain relations of mutual and transparent exchanges of information. The KIC undertakes to provide requested information concerning the implementation of this Agreement, in particular on its activities and results in line with the KIC Strategic Agenda, as well as on its organisation and governance. The information provided must be accurate, precise, timely and complete, as a rule in electronic format.

The EIT and the KIC commit to mutually inform each other without delay of any events which are likely to delay or impact the implementation of this Agreement, the grant agreements, and of all other matters of common interest related to the EIT and the KIC.

ARTICLE 12 — IMPACT, REPORTING, MONITORING AND REVIEW

12.1. Impact

The KIC shall continue to contribute to the EIT Impact Framework and the Horizon Europe Key Impact Pathway Indicators, applicable to the areas/activities outlined in the KIC Strategic Agenda and implemented by the KIC.

The KIC will continue to contribute to the evaluations of the Horizon Europe Framework Programme and of the EIT.

12.2. Monitoring and reporting

Without prejudice to other relevant reporting obligations related to grant agreements, the KIC shall regularly – as a rule, on an annual basis – inform the EIT on the implementation of the KIC Strategic Agenda and on the activities performed in this regard, provided in the Annex to this Agreement.

The KIC shall maintain an up-to-date database of the learners involved in the KIC education and training activities and EIT graduates as well as of entrepreneurs, start-ups and scale-ups that are or have been supported by the KIC in line with the KIC Strategic Agenda.

For the actions funded by the EIT under the Horizon Europe Framework Programme, the KIC LE shall maintain its reporting and monitoring system within Horizon Europe, in particular by

¹⁷Invitation to submit proposals for KIC Business Plans 2023-2025 (2023-2024 in case of first wave KICs), for the Cross-KIC activities 2023-2025, and for the Higher Education Institutions (HEI) Initiative 2023-2025 (ref. Ares(2022)6548792)

implementing common data models including data collection stored in Horizon Europe common database.

The EIT and the KIC will ensure that the required information concerning the implementation of the EIT grants is made available in a timely and accessible manner in a common e-database on Horizon Europe.

12.3. Grant reports

For the specific activities funded by the EIT, the KIC shall provide periodic reporting in compliance with the grant agreements.

12.4. Review of the Agreement before the end of the Framework Programme

The EIT and KIC will carry out a review of the implementation of the Agreement before the end of the Horizon Europe Framework Programme. The review will focus in particular on the implementation of the Agreement including the KIC Strategic Agenda, and the adequacy and sustainability of the existing framework to maintain the KIC as an active member of the EIT Community and to contribute to the mission of the EIT and to the relevant EU policy objectives, while also safeguarding the corporate aims of the KIC.

The review may be done with the help of independent external experts.

The KIC undertakes to cooperate diligently and provide any relevant information and data requested (including in electronic format).

CHAPTER 4 FINAL PROVISIONS

ARTICLE 13 — COMMUNICATION BETWEEN THE PARTIES

13.1. Forms and means of communication

All communications under this Agreement must be made in writing and clearly identify the Agreement (Agreement number and KIC name).

Formal notifications must be sent by registered post with proof of delivery to the addresses set out below, or by electronic means with a qualified electronic signature.

Other communications may be sent by paper or to the e-mail addresses set out below.

13.2. Date of communication

Electronic communications are considered to have been received at the same time as they are sent by the sending party, unless proven otherwise by the receiving party. If the sending party receives a non-delivery report, it must immediately try to send the communication via other means.

Paper communications are considered to have been received when they arrive at the receiving party as proven by the entry stamp at the EIT or the KIC LE official mailing address.

Formal notifications sent by registered post are considered to have been received on either:

- the delivery date registered by the postal service or

- the deadline for collection at the post office.

13.3. Addresses for communication

Paper communications and formal notifications by post to the EIT must be sent to the official mailing address indicated on the EIT website. E-mail communications must be sent to the following e-mail address: [insert functional mailbox].

All communications to the KIC will be sent to the following address of the KIC LE:

[name of the organisation]

[full official address]

Email address: [complete]

ARTICLE 14 – CONFIDENTIALITY

The parties must keep confidential any data, documents or other material (in any form) that is identified as sensitive in writing, or which the receiving party can reasonably understand to be of a confidential nature ('sensitive information').

Unless otherwise agreed between the parties, they may use sensitive information only to implement the Agreement.

The KIC LE may disclose sensitive information to its personnel, its affiliated entities, the CLCs or KIC partners only if they:

- (a) need to know it in order to implement the Agreement; and
- (b) are bound by an obligation of confidentiality.

The EIT may disclose sensitive information to its staff and to other EU institutions and bodies.

The EIT may moreover disclose sensitive information to third parties, if:

- (a) this is necessary to implement the Agreement or safeguard the EU financial interests; and
- (b) the recipients of the information are bound by an obligation of confidentiality.

The confidentiality obligations no longer apply if:

- (a) the disclosing party agrees to release the other party;
- (b) the information becomes publicly available, without breaching any confidentiality obligation; and
- (c) the disclosure of the sensitive information is required by EU or national law.

ARTICLE 15 – DATA PROTECTION

15.1. Data processing by the EIT

Any personal data under the Agreement will be processed in compliance with Regulation 2018/1725¹⁸ and under the responsibility of the data controller of the EIT.

15.2. Data processing by the KIC

The KIC must ensure that the processing of personal data complies with the applicable EU and national law on data protection, in particular, Regulation (EU) 2016/679¹⁹.

ARTICLE 16 — INTERPRETATION OF THE AGREEMENT

The provisions in the Agreement take precedence over the Annex.

ARTICLE 17 — AMENDMENTS

The Agreement may only be amended, including transfer to a new KIC LE, to the extent it does not call into question the decisions of the EIT Governing Board on the memoranda of cooperation and the agreement of the Commission provided thereto.

The KIC Strategic Agenda may be amended in line with the applicable EIT guidance, subject to the assessment, and agreement by the EIT.

The party requesting an amendment must submit a request for amendment in writing. The request for amendment must include the reasons why and the appropriate supporting documents.

If the party receiving the request agrees, it must sign the amendment within 45 calendar days of receiving notification (or any additional information the EIT has requested). If it does not agree, it must formally notify its disagreement within the same deadline. The deadline may be extended, if necessary for the assessment of the request. If no notification is received within the deadline, the request is considered to have been rejected.

An amendment enters into force on the day of the signature of the receiving party.

An amendment takes effect on the date of entry into force or other date specified in the amendment.

ARTICLE 18 — SUSPENSION, TERMINATION, DAMAGES

Article 18.1. Suspension of the Agreement

¹⁸Regulation (EU) 1825/2018 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39)

¹⁹Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data, and repealing Directive 95/46/EC ('GDPR') (OJ L 119, 4.5.2016, p. 1)

The parties may suspend the Agreement in case of a force majeure or serious breach of obligations under the Agreement or a grant agreement, (including a breach of the applicable EU legal framework, lack of alignment with the relevant EU policy objectives as provided for in Article 4.3, improper implementation of the KIC Strategic Agenda, submission of false information, failure to provide required information), or in case the KIC is not in a position to implement this Agreement.

The party initiating the suspension of the Agreement must formally notify the suspension to the other party, indicating:

- the reasons why;
- the period of suspension; and
- the date the suspension takes effect, this date must be after the notification.

The suspension will take effect on the day specified in the notification.

Suspension of the Agreement does not release the parties from their obligations under the grant agreements in force. In case of suspension of the Agreement due to a serious breach of obligations by the KIC, or due to the KIC not being in a position to implement the Agreement, the EIT shall decide on the effect concerning the grant agreements in force, in line with the relevant provisions of the grant agreements. During the term of suspension, the KIC shall not be entitled to use the EIT brand and the EIT may not award further grants to the KIC. The information on the suspension shall be indicated on the KIC website and social media channels.

In case suspension is due to a serious breach of obligation, the defaulting party shall seek to remedy the breach during the term of the suspension.

In case suspension is due to the KIC not being in a position to implement the Agreement, the parties shall seek to examine and address the underlying issues during the term of the suspension.

Article 18.2. Termination of the Agreement

18.2.1. Termination by mutual agreement

The parties may terminate this Agreement by mutual agreement in justified cases, in case the continued cooperation could no longer contribute to the objectives set out in Article 4.1 of this Agreement.

18.2.2. Termination by one of the parties

The parties may request the termination of this Agreement in the following cases:

- in case the implementation of the Agreement is no longer possible due to force majeure;
- in case of serious breach of obligations under this Agreement or a grant agreement (including a breach of the applicable EU legal framework, lack of alignment with the relevant EU policy objectives as provided for in Article 4.3, improper implementation of the KIC Strategic Agenda, submission of false information, failure to provide required information).

The KIC may also request the termination of this Agreement in case, due to a significant change of circumstances, it is no longer in a position to fulfil the obligations foreseen in this Agreement.

In case of a serious breach of obligation or inability to fulfil the obligations foreseen in this Agreement, the parties shall first seek to remedy the situation in the context of a suspension as referred to in Article 18.1. of this Agreement.

The party terminating the Agreement must formally notify its request for termination to the other party, stating:

- the reasons why; and
- the date the termination is requested to take effect, this date must be at least one month after the notification.

The termination will take effect on the day specified in the notification. Before this date, the parties shall agree on the terms of concluding their relationship.

18.2.3. Legal effects of termination

Termination of the Agreement does not release the parties from their obligations under the grant agreements, unless these have also been terminated.

In case the Agreement is terminated, the KIC shall no longer be entitled to use the EIT brand and to participate in EIT calls under the Agreement. The information on the termination shall be indicated on the KIC website and social media channels.

18.3. Compensation for damages

In case the EIT or the KIC suffer damages as a result of a wilful act or gross negligence of the other party that constitutes a breach of this Agreement, the aggrieved party is entitled to damages for the loss caused by the other party's action or non-performance.

The liability does not extend to indirect or consequential losses or similar damage (such as loss of profit, loss of revenue or loss of contracts), unless such damage was caused by a wilful act.

The EIT cannot be held liable for any damage resulting from the implementation of this Agreement.

ARTICLE 19 — APPLICABLE LAW AND SETTLEMENT OF DISPUTES

19.1. Applicable law

The Agreement is governed by the applicable EU law, supplemented if necessary by the law of Belgium.

19.2. Dispute settlement

If a dispute concerns the interpretation, application or validity of the Agreement, the parties shall use their best efforts to settle their dispute amicably.

In case, within a period of one month, the conciliation between the representatives of the KIC and the EIT, led by the [CEO] of [name of the KIC LE] and the EIT Director, has not settled the dispute, the EIT Director shall bring the matter before the EIT Governing Board.

The EIT Governing Board shall conduct a settlement meeting together with the representative(s) of [name of the KIC LE].

The outcome of the conciliation shall be formulated by means of a settlement agreement.

In case the efforts to settle their dispute amicably had failed, the parties may initiate an action before the EU General Court - or, on appeal, the EU Court of Justice - under Article 272 of the Treaty on the Functioning of the EU (TFEU).

ARTICLE 20 - ENTRY INTO FORCE

The present Agreement will enter into force on 1 January 2025, provided that both parties have signed it.

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 AGENDA