

[This template is part of the documentation provided to Hosting Companies (Letter of Commitment). The full version is published on the Resource page on the InnoNext Website - <https://www.innonext-project.eu/en/resources>].

ANNEX 1**INTERNSHIP PROGRAM**

A thorough description must be provided for each job position posted on the platform. This will allow the VISITING TALENT to understand whether that job position will allow him/her to put into practice the scientific research he/she is conducting/has conducted in his research institution. It means that in this Annex it is important to give an accurate job description, highlighting, on the one hand, the challenges and innovativeness of the entrepreneurial project and, on the other hand, the opportunity for the VISITING TALENT to put into practice the scientific research he/she is conducting/has conducted and/or see the concrete implementation of innovation processes.

ANNEX 2**INTERNSHIP AGREEMENT TEMPLATE**

[only if necessary, according to mandatory rules of applicable law, the present template can be amended accordingly]

between

_____ [name of the company], _____ [VAT number or other identification number],
 _____ [registered office], in the person of its legal representative Mr./Ms. _____, (in the
 following “**HOSTING COMPANY**”)

and

_____ [name of the trainee], _____ [fiscal code], residing in _____ [place of residence], (in
 the following “**VISITING TALENT**”)

In the following also indicated singularly as “Party” and together as “Parties”

WHEREAS

- A) The European Commission published a new project for companies and researchers called “Next Generation Innovation Talent” (in the following “InnoNext”) promoted by the European Innovation Council, more specifically HORIZON-EIC-2023-TALENTS-01-01, Grant Agreement n. 101160467, signed with The European Innovation Council and SMEs Executive Agency (EISMEA) and subsequent Consortium Agreement. The objective of the InnoNext scheme is to enable researchers and aspiring innovators to better understand and gain direct experience of the complex process of taking innovation beyond invention and help them develop their entrepreneurial mind set. At the same time, this scheme aims to provide innovative start-ups with access to new ideas and insights from the cutting edge of research, thus accelerating the development of their breakthrough products and services. This project having as a goal to create internship for researchers in certain type of companies.
- B) The HOSTING COMPANY and the VISITING TALENT, who have previously signed respectively a Letter of Commitment and a Declaration of Honor, want to sign this internship agreement, since they are both interested to collaborate according to the Internship Program published by the HOSTING COMPANY.
- C) The Parties declare that they are aware of the InnoNext’s Best Practices Guidelines, also related to “how to manage the possible conflicts arising out with the VISITING TALENT during the internship” and confirm that they are currently not in any position of conflict of interests one in relation to the other.

- D) The VISITING TALENT declares under his/her responsibility, that he/she will check and follow the law concerning immigration requirements in order to ensure that his/her status remains fully compliant with the law for the entire duration of the internship agreement he/she is signing..

In the light of the above, the Parties

AGREE AS FOLLOWS

1) DESCRIPTION OF THE INTERNSHIP

- 1.1 The VISITING TALENT will carry out the following activities relating to the project concerning:

[description of the activities]

- 1.2 The VISITING TALENT has the right to ask for a few days in smart working each week (to be determined with the HOSTING COMPANY), if the activities to be carried out can be conducted not necessarily at the premises of the HOSTING COMPANY.
- 1.3 The HOSTING COMPANY shall provide for a tutor, fluent in English, who will follow the VISITING TALENT during the entire internship and to whom he/she can address questions related to the internship.
- 1.4 The VISITING TALENT may have to travel on behalf of the HOSTING COMPANY as part of the project he/she is following; in such case the relevant travel expenses shall be borne by the HOSTING COMPANY.

- 1.5 The VISITING TALENT has the same performance obligations of the employees of the HOSTING COMPANY.
- 1.6 The HOSTING COMPANY undertakes to comply with the principles and labour rules developed by the European Commission to ensure strong social protection to the workers. In particular the HOSTING COMPANY undertakes, subject to the applicable law, to respect the rules concerning minimum requirements on working conditions - such as wages, working time, part-time work, workers' rights (such as, for example, insurance for the workers) - and obligations of information about important aspects of their employment and the posting of workers.
- 1.7 Also to comply with the principles and labor rules as per clause 1.6 above, the HOSTING COMPANY undertakes to make all reasonable efforts and to take adequate measures in order to guarantee that the VISITING TALENT will have an internship according to the European Commission best practices.
- 1.8 The Parties undertake to comply with InnoNext's Best Practices Guidelines, also related to "how to manage the possible conflicts arising out with the VISITING TALENT during the internship".

2) REMUNERATION

- 2.1 The VISITING TALENT may receive financial support for the internship depending on the eligible programme to which he/she belongs and on his/her status at the time of application, namely whether the VISITING TALENT is currently involved in an eligible project or is applying as an ALUMNI TALENT. Further details on the applicable financial conditions are provided in Section 3 of the Letter of Commitment and in the relevant Faq on InnoNext Internet website.
- 2.2 Should the VISITING TALENT fall within one of the categories eligible to receive financial support from InnoNext through the Financial Support to Third Parties (FSTP) scheme, he/she shall enter into a separate Financial Agreement with InnoNext. The relevant Financial Agreement templates are available on the InnoNext website under the "Resources" section.
- 2.3 At the end of the internship, the VISITING TALENT shall send to InnoNext, through the HOSTING COMPANY, a report aimed at evaluating the effectiveness of the internship, a template of which will be provided by InnoNext to the HOSTING COMPANY during the internship.

3) TERM AND EARLIER TERMINATION

- 3.1 The internship can have a duration from 3 to 6 months. It being understood that the financial support coverage under the InnoNext scheme may vary depending on the specific program of origin of the VISITING TALENT.
- 3.2 If the VISITING TALENT currently belongs to an eligible MSCA Program, the duration of this internship shall not be more than 1/3 of the duration of the fellowship in the MSCA Program.
- 3.3 Both the HOSTING COMPANY and the VISITING TALENT will not be liable for a failure to perform any of their obligations in so far as they prove that the failure was due to an impediment beyond their control. In such a case, the obligations arising out from this INTERNSHIP AGREEMENT shall be considered as suspended. Should the impediment last for more than 15 days, this INTERNSHIP AGREEMENT shall be considered as terminated.
- 3.4 Should the HOSTING COMPANY not comply with the INTERNSHIP PROGRAM (Annex 1 of the Letter of Commitment) or with the undertakings as per clauses 1.6 and 1.7 above, this will be considered as a material breach of the present INTERNSHIP AGREEMENT and the VISITING TALENT, after having complied with the relevant clauses concerning the management of the conflict included in the InnoNext Best Practices Guidelines mentioned at clause 1.8 above, will have the right to terminate it by giving the HOSTING COMPANY 7 days written notice.
- 3.5 Should the VISITING TALENT be in material breach of his/her duties arising out from this agreement, the HOSTING COMPANY, after having complied with the relevant clauses concerning the management of the conflicts included in the InnoNext Best Practices Guidelines mentioned at clause 1.8 above, will have the right to terminate this INTERNSHIP AGREEMENT by giving the VISITING TALENT 7 days written notice.
- 3.6 Should the VISITING TALENT need to leave the HOSTING COMPANY for good reasons, for example connected with his/her research program, the VISITING TALENT and the HOSTING COMPANY shall agree a period of suspension of the Internship which shall be communicated to InnoNext without delay.

4) INTELLECTUAL PROPERTY

- 4.1 If, during the internship, the VISITING TALENT and the HOSTING COMPANY give each other access to their respective background knowledge, which are covered by intellectual property rights, such background knowledge remains the property of the original owner and no rights are recognised to the other.

4.2 If, during the internship, it will be created something new, which can be protected with intellectual property rights, the property will be of the HOSTING COMPANY and the VISITING TALENT declares that the remuneration as per clause 3 above and/or the one he/she has received for a previous EU eligible project satisfies also this aspect concerning the intellectual property rights, except in case of different written agreement between the Parties.

4.3 The HOSTING COMPANY recognizes to the VISITING TALENT the right to use, previous authorisation in writing of the HOSTING COMPANY which will not be unreasonably withheld, the results realized during the internship working, for the project in which he/she has been involved, for research scope. Furthermore, the VISITING TALENT will be entitled to publish scientific papers related to the project of the internship in order to give information about the results reached, but such publications need previous authorization in writing by the HOSTING COMPANY which will not be unreasonably withheld, in order to allow the latter to take the necessary measures to protect confidential information before obtaining the relevant protection (for example a patent).

4.4 Should the HOSTING COMPANY file a patent or other intellectual property right (e.g. trademark, design, etc.), the VISITING TALENT will give all useful support also once the internship ended and, if asked, will sign all relevant documents.

5) CONFIDENTIALITY

5.1 The VISITING TALENT agrees that all information, documents and materials to which the VISITING TALENT has access, related to the project in which the VISITING TALENT will be involved in execution of this INTERNSHIP AGREEMENT, are to be considered as confidential, unless they are in public domain.

5.2 The VISITING TALENT engages himself/herself for the entire duration of this INTERNSHIP AGREEMENT and until they fall into public domain, not to use and/or disclose on his/her behalf or on third parties' behalf any confidential information.

6) MISCELLANEA

6.1 The whereas are an integral part of this INTERNSHIP AGREEMENT.

6.2 Here below the main terms and conditions of this INTERNSHIP AGREEMENT, to be completed accordingly:

Starting date	
Duration [3 to 6 months]*	
*It being understood that the financial support coverage under	

the InnoNext scheme may vary depending on the specific programme of origin of the Visiting Talent.	
Visiting Talent Programme /Alumni Visiting Talent last project funded by eligible EU program	
Full-time / Part-time* *Part-time is applicable only for EIT Talents.	
Working hours	From _____ To _____
In presence / smart working / hybrid	
Location of the premises of the Hosting Company	

_____ [*place*], _____ [*date*]

The HOSTING COMPANY

_____ [*place*], _____ [*date*]

The VISITING TALENT

ANNEX 3

FINANCIAL AGREEMENT

The VISITING TALENT may receive financial support for the internship depending on the eligible program to which he/she belongs and on his/her status at the time of application, namely whether the VISITING TALENT is currently involved in an eligible project or is applying as an ALUMNI TALENT.

Further details on the applicable financial conditions are provided in Section 3 of the Letter of Commitment and in the relevant Faq on the InnoNext Internet website.

Should the VISITING TALENT fall within one of the categories eligible to receive financial support from InnoNext through the Financial Support to Third Parties (FSTP) scheme, he/she shall enter into a separate Financial Agreement with InnoNext. The relevant Financial Agreement templates are available on the InnoNext website under the "Resources" section