

LETTER OF COMMITMENT

of

_____ [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**”),

in the initiative for companies and researchers called **InnoNext** promoted by the European Innovation Council, more specifically Next Generation Innovation Talents, 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.

WHEREAS

A) 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 mindset. 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 and aspiring innovators (in the following “**VISITING TALENT**”) in certain type of companies (hereinafter “**HOSTING COMPANY**”).

B) The HOSTING COMPANY is interested in participating to InnoNext making available to the VISITING TALENT a working experience according to the program specified in **Annex 1**, for the purposes of InnoNext.

C) The HOSTING COMPANY is aware of the fact that the general conditions of participation set out in this document are binding and constitute the framework in which the internship shall be regulated.

D) The HOSTING COMPANY is aware of the fact that, if the VISITING TALENT with whom it will sign an internship agreement belongs to the MSCA Program, it has to become an Associated Partner entering into the MSCA Grant Agreement, subject to the requirements and conditions set out in such MSCA Grant Agreement, which the HOSTING COMPANY declares to know.

E) The HOSTING COMPANY is 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”.

GENERAL CONDITIONS OF PARTICIPATION

1) DESCRIPTION OF THE INTERNSHIP

1.1 The HOSTING COMPANY is aware of the fact that the name and curricula of the VISITING TALENT will be communicated to the same HOSTING COMPANY only after the matchmaking process carried out by the Consortium InnoNext.

1.2 The HOSTING COMPANY undertakes to sign with the VISITING TALENT an agreement, according to the template herewith attached (**Annex 2**), that, if necessary, shall be adapted and amended according to the mandatory rules of the law applicable in its jurisdiction, in order to regulate the internship. The agreement shall abide all clauses contained in these general conditions of participation, whereas included.

1.3 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.

2) OBLIGATIONS

2.1 The HOSTING COMPANY, once signed the internship agreement with the VISITING TALENT (**Annex 2**), undertakes to send a copy of it as attachment to an e-mail to the Consortium InnoNext, at the following e-mail address companies@innonext-project.eu.

2.2 The HOSTING COMPANY undertakes to give all the information, required by the Consortium InnoNext, about the progress of the internship, as indicated in the InnoNext Best Practices Guidelines.

2.3 The HOSTING COMPANY undertakes to comply with the InnoNext's Best Practices Guidelines, also related to "how to manage the possible conflicts arising out with the VISITING TALENT during the internship".

3) REMUNERATION

3.1 The VISITING TALENT shall be paid for this internship by either InnoNext or the EU partner programme in which the researcher is a member as a natural person or as a member of a consortium. If the VISITING TALENT will be paid by InnoNext, he/she will sign a specific financial agreement (**Annex 3**).

4) TERM

4.1 These general conditions of participation become valid with their signature by the HOSTING COMPANY and will remain in force as long as the internship agreement (**Annex 2**), to be signed between the HOSTING COMPANY and the VISITING TALENT, will be in force.

5) APPLICABLE LAW AND JURISDICTION

5.1 These general conditions of participations are governed by Belgian law.

5.2 Any dispute arising from these general conditions of participations shall be the exclusive competence of the Courts of Brussels (Belgium).

6) MISCELLANEA

6.1 The whereas and the annexes are an integral part of these general conditions of participations.

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

HOSTING COMPANY

For acknowledgement of Annex 1, Annex 2, Annex 3.

HOSTING COMPANY

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 is conducting 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 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 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 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”.

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 2 days in smart working each week, if the activities to be carried out could be conducted not 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 obligation 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 declares that the HOSTING COMPANY shall not have any obligation of payment for this internship, except for the costs as per clause 1.4 above, since he/she receives a remuneration by either InnoNext or the EU partner programme in which the researcher is a member as a natural person or as a member of a consortium, according to the rules of the InnoNext project.

2.2 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 could 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 programme of origin of the Visiting Talent.

3.2 If the VISITING TALENT belongs to the 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 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 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 itself for the whole duration of this INTERNSHIP AGREEMENT and until they fall into public domain, not to use and/or disclose on its 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	
Fulltime/Parttime	
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 hosting companies **will not provide any direct payment to the visiting talents** because the costs of the internships will be covered by either InnoNext* or the EU partner programme in which the researcher is a consortium member.*

In the first case, the Visiting Talent, belonging to the **EIC Pathfinder Program or to **EIT Program** or to **ERC Program** and being eligible as a beneficiary of the Financial Support for Third Parties provided by the InnoNext Project, will sign this Annex 3 (Financial Agreement).*