

MEMORANDUM OF UNDERSTANDING

between:

The **Digital4Sustainability** project

and

The **[Name of Digital4Sustainability Alliance Community Partner]**

(hereinafter referred to as “Digital4Sustainability Alliance Community Partner or Community Partner”)

(hereinafter referred to individually as “a Party” or collectively as “the Parties”)

PREAMBLE:

This Memorandum of Understanding (MoU) is set up between the Digital4Sustainability project and Digital4Sustainability Associated Partner, whereas:

- A. Digital4Sustainability is an EU-funded project coordinated by the EUROPEAN DIGITAL SME ALLIANCE under the grant agreement n° 101140316 —D4Sustainability — ERASMUS-EDU-2023-PI-ALL-INNO to support the implementation of the Pact for Skills by developing a sectoral strategy on digital sustainability skills.
- B. Digital4Sustainability Alliance Community Partner is a stakeholder in the field of digital and sustainability skills development.
- C. The Parties have common interests to enhance further their cooperation on digital and sustainability skills development, related activities to skill, upskill and reskill EU citizens into emerging and high-demand roles in sustainable digital technologies and related areas, striving to promote equal learning opportunities, while avoiding duplication of efforts and overlaps in their respective activities, and ensuring the best use of available resources.

Therefore, in consideration of the mutual interest above, the Parties agreed on the following:

1. PURPOSE

The purpose of this MoU is to provide for a framework of cooperation and determine specific collaboration arrangements between the Parties as well as to establish a communication channel, intending to effectively cooperate in the matters of common interest, in the field of digital sustainability skills and the Digital4Sustainability project’s initiatives, based on the principles of common interest and complementarity.

2. SCOPE

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Cooperation between the Parties encompasses, particularly but is not limited to, the following areas and activities whereby:

2.1. The Parties will share information and expertise to identify and leverage synergies between their respective initiatives and projects related to skills development, intelligence, as well as skilling, reskilling, and upskilling efforts.

2.2. Each Party agrees to participate in meetings organised within the scope of their respective activities or relevant work areas, particularly in matters where the other Party has a vested interest or specialised expertise, as appropriate

2.3. Digital4Sustainability defines appropriate means and provides opportunities for Digital4Sustainability Alliance Community Partners to directly contribute to one (or more) of the project's work streams in which the Party has an interest or technical competence.

2.4. The Community Partner contributes to the implementation of the EU sectoral skills strategy on digital sustainability, as outlined in the Digital4Sustainability project, by identifying relevant opportunities to promote the project's outputs and results within stakeholders' networks through self-defined communication and dissemination activities, with particular attention to their national context.

2.5. The Community Partner takes part in and/or co-organises external events related to the Digital4Sustainability, both during the project's implementation and beyond. These activities focus on engaging local communities, addressing their specific needs, and leveraging local creativity and knowledge.

2.6. Digital4Sustainability provides its Alliance Community Partners with visibility on the project's official website (<https://digital4sustainability.eu/>) by featuring their logos on a dedicated page. Additionally, Community Partners may be highlighted through various channels, including blog contributions, quote cards on social media, and other promotional materials, as appropriate

2.7. Digital4Sustainability provides a media and communication kit to assist the Community Partner in carrying out its self-initiated communication and dissemination activities related to the Digital4Sustainability project.

3. INTENTION TO COLLABORATE

3.1. This Memorandum of Understanding represents a declaration of intent and does not constitute legally binding rights or obligations. Each Party will endeavour to carry out its commitments under this MoU on a best-effort basis, provided such actions are not restricted by its respective statutes, internal policies, consortium agreements, or other governing documents.

3.2. Nothing in this MoU shall affect either Party's independence in managing projects originating from their own organisation, nor shall it hinder the development of other collaborative efforts or joint initiatives of shared interest.

3.3. This MoU does not restrict any of the Parties' independence and management of any project originating from their organisation, nor restricts the possibility of the development of any other

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cooperation or joint project of mutual interest.

3.4. Unless specifically provided for in this Memorandum of Understanding, neither Party is authorised to represent, commit, or incur obligations on behalf of the other Party. Each Party agrees not to enter into any agreement or undertaking in the name of the other.

3.5. Unless expressly set forth in this MoU, the Parties do not have the authority to act on behalf of, be liable for the acts of, or bind the other Party in any way. Neither Party shall enter into any contract or commitment on behalf of the other Party.

3.6. This MoU does not establish any employment, agency, distributorship, or joint venture relationship between the Parties.

3.7. This Memorandum of Understanding does not grant any rights or benefits to third parties.

4. IMPLEMENTATION

4.1. The implementation of this MoU shall be carried out through mutual consent and ongoing consultation between the Parties.

4.2. Additional elements of the collaboration, including specific working methods and procedures, may be formulated and mutually agreed upon under the framework of this MoU.

5. CONFIDENTIALITY

5.1. Both Parties commit to keeping any confidential information received from the other Party under this MoU strictly confidential and not to share it with any third party. This article remains in effect even after the expiration or termination of this MoU, regardless of the reason.

5.2. If either Party shows interest, the Parties may choose, without any obligation, to hold a joint meeting to evaluate ongoing activities, exchange pertinent information, or explore plans for future collaboration

5.3. The Parties may collect and store personal data in connection with the present MoU and shall respect the provisions of the General Data Protection Regulation (EU) 2016/679 without using the personal data received from another Party for any other matter than performing the present MoU.

5.4. Should there be any specific conditions governing the use of personal data, the Party supplying the data is responsible for informing the receiving Party of those conditions.

6. BRANDING

6.1. Neither Party may use the name, logo, trademarks, or any abbreviations associated with the other Party, including those of its affiliates or subsidiaries, for any purpose beyond the scope of this Memorandum of Understanding, unless prior written consent is obtained from the other Party for

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each specific instance

6.2. The Parties agree to be publicly named as members of this MoU.

6.3. Where applicable, both Parties agree to use each other's logos in accordance with the respective branding and marketing guidelines in all communications pertaining to this Memorandum of Understanding.

7. APPLICABILITY, AMENDMENT, AND TERMINATION

7.1. The collaboration outlined in this Memorandum of Understanding shall commence on the date the final approval is given by either Party.

7.2. This MoU may be modified or reviewed at any time, provided both Parties agree to the changes.

7.3. Either Party may terminate this Memorandum of Understanding by giving the other Party a notice period of two (2) weeks.

For Digital4Sustainability

For Alliance Community Partner

Signature:

Signature:

Done at

Done at

Date:

Date:

Disclaimer: All the activities linked to the management of the Digital4Sustainability project are performed by project consortium partners in accordance with the grant agreement and no additional compensation (fees) is linked to these activities.

