

MEMORANDUM OF UNDERSTANDING

between:

The **SMARCO** project

and

The **[Name of the Partner Initiative/Partner organisation]**
(hereinafter referred to as “The Partner”)

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

PREAMBLE:

This Memorandum of Understanding (MoU) is set up between the SMARCO project and The Partner XX, whereas:

- A. SMARCO is an EU-funded project coordinated by the EUROPEAN DIGITAL SME ALLIANCE under the grant agreement n° 101186291 — ERASMUS-EDU-2024-PI-ALL-INNO to support the implementation of the Pact for Skills by developing an integrated approach to smart communities’ skills development in Europe.
- B. The Partner is a single organisation, or an EU-funded or EU-relevant initiative or project contributing to skills development, innovation, or smart community ecosystems, with objectives complementary to those of SMARCO.
- C. Both Parties share an interest in strengthening cooperation to identify, address, and bridge skills gaps among professionals and public administration staff engaged in smart communities planning, implementation, and management. Therefore, in consideration of the mutual interest above, the Parties agreed on the following:

1 PURPOSE

1.1 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 matters of common interest, in the field of **smart communities’ skills development**, and related European initiatives.

1.2 This Memorandum of Understanding shall be deemed to include the Partner’s participation in the **Smart Communities Skills Partnership**, established as a Working Group under the Digital Large-Scale Partnership (LSP). Such participation shall entail engagement in joint activities as mutually agreed, which may include, but shall not be limited to, co-organised workshops, policy dialogues, data exchange, joint dissemination actions, and other forms of collaboration consistent with the objectives of the Partnership.

1.3 The overall aim of this collaboration is to maximise synergies, exchange knowledge, and enhance the collective impact of activities funded by the European Union, ensuring that the outcomes of both initiatives are mutually reinforcing, complementary, and widely disseminated.

2. SCOPE OF COLLABORATION

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. Both Parties will explore joint opportunities for co-creation, joint research, mutual participation in events, and cross-dissemination of initiative outcomes to enhance visibility and impact.

2.4. Each Party will support the promotion of the other's initiative outcomes and events through self-defined communication and dissemination activities, including digital channels, social media, newsletters, and community networks.

2.5. The Parties may co-organise joint workshops, webinars, and dissemination or policy events, especially under the umbrella of the Smart Communities Skills Partnership, aimed at exchanging best practices and lessons learned in the field of smart and sustainable community skills development.

2.6. Where appropriate, each Party may feature the other's initiative on its website, include links or references to relevant deliverables, and provide visibility through logos, quotes, and cross-promotional materials.

2.7. The Parties agree to coordinate communication and dissemination strategies to reach wider audiences, cross-reference results, and strengthen European-level outreach.

2.8. The Parties will identify opportunities for joint exploitation and policy contributions, particularly in areas relevant to skills development for smart communities

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 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 outlined 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 AND GOVERNANCE

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.

4.3. Each Party shall nominate a liaison person to coordinate joint activities under this MoU and within the Smart Communities Skills Partnership. These liaison persons will communicate regularly and meet (virtually or physically) at least twice a year to monitor progress, assess outcomes, and identify opportunities for further collaboration.

4.4. Both Parties will maintain transparency and open communication, ensuring that collaboration activities are complementary to their respective objectives and contribute to broader EU policy goals.

5. CONFIDENTIALITY AND DATA PROTECTION

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 each specific instance.

6.2. Both Parties agree to ensure mutual visibility by acknowledging each other's contribution to joint actions, respecting respective branding and communication guidelines.

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. DURATION, APPLICABILITY, AMENDMENT, AND TERMINATION

7.1. This MoU shall enter into force on the date of the last signature and remain valid until the completion of the latest finishing initiative covered under this collaboration, unless terminated earlier by mutual agreement.

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 SMARCO

For The Partner

Signature:

Signature:

Done at

Done at

Date:

Date:

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