

MEMORANDUM OF COOPERATION

BETWEEN

the **European Software Skills Alliance**
(hereinafter referred to as “ESSA”),

AND

the **[Name of the ESSA Associated Partner]**
(hereinafter referred to as “ESSA Associated Partner”)

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

PREAMBLE

This Memorandum of Cooperation (**MoC**) is set up between **ESSA** and **ESSA Associated Partner**, whereas:

- (1) ESSA is an EU-funded project coordinated by DIGITALEUROPE under grant agreement no. 621751-EPP-1-2020-1-BE-EPPKA2-SSA-B with the aim of establishing a long-term and sustainable European Software Skills Alliance.
- (2) ESSA Associated Partner is a key player in the field of Software Skills.
- (3) The Parties have common interests to enhance further their cooperation on software skills development, related activities to skill, upskill and reskill EU citizens into high demand software roles, and other related areas, 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 the following:

1. PURPOSE

The purpose of this **MoC** is to provide for a framework of cooperation and determine specific working arrangements between the Parties as well as to establish a communication channel, with a view to effectively cooperate in the matters of common interest, in particular in the field of software skills and the ESSA project’s activities, based on the principles of common interest and complementarity.



2. SCOPE

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

2.1. The Parties exchange information and knowledge to seek synergies between their respective initiatives and projects in the areas of software skills development, digital skill intelligence, and skilling, reskilling, and upskilling;

2.2. The Parties take part in meetings convened under their respective auspices or relevant work packages in matters in which the other Party has an interest or technical competence, as appropriate;

2.3. ESSA Associated Partner co-organise and/or participate in ESSA external events during and beyond the project's lifetime (2020-2024);

2.4. ESSA Associated Partner promotes the ESSA project's outputs and results to its stakeholder network via self-defined communication and dissemination actions, and with a specific focus on the national context;

2.5. ESSA defines appropriate means and provides opportunities for ESSA Associated Partner to directly contribute to one (or more) of the ESSA project's work strands in which the Party has an interest or technical competence;

2.6. ESSA grants ESSA Associated Partner visibility on the project website (softwareskills.eu) by adding its logo on a dedicated page, and potentially other means: opinion pieces in the blog, quote cards on social media, etc.

2.7. ESSA provides a media & communication kit to support ESSA Associated Partner in the ESSA-related communication and dissemination activities self-deployed by the latter Party.

3. INTENTION TO COLLABORATE

3.1. This MoC is a statement of intent and does not create any enforceable rights or obligations. The Parties will fulfil their tasks under this MoC on a best-effort basis when not limited by either of the Parties' statutes, internal regulations, consortium agreements or any other governing agreements;

3.2. This MoC does not restrict any of the Parties' independence and management of any project originating from its own organisation, nor restricts the possibility of the development of any other cooperation or joint project of mutual interest;

3.3. Except as expressly set forth in this MoC, 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;



3.4. Nothing in this MoC shall create any employer/employee, agency, distributor, partnership, or any form of joint venture relationship between the Parties;

3.5. There will be no third-party beneficiaries to this MoC.

4. IMPLEMENTATION

4.1. This MoC will be implemented by mutual agreement and regular consultation between the Parties;

4.2. Further aspects of the cooperation between the Parties as the detailed working methods and procedures may be developed and agreed within the framework of the present MoC, including specification of the respective roles and responsibilities of involved members of staff and the modalities for the participation as observer or contributor to relevant meetings.

5. CONFIDENTIALITY

5.1. The Parties agree not to disclose to third parties any confidential information shared by the other Party in the context of this MoC. This Article survives the termination and expiration of this MoC, whatever the reason thereof;

5.2. If interest is expressed by either of the Parties, the Parties could, but are not obliged to, agree to convene a bilateral meeting to review the progress of the activities, and exchange relevant information about their activities, or plan future activities;

5.3. The Parties may collect and store personal data in connection with the present MoC 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 MoC;

5.4. In case of any other specific restrictions related to the use of personal data, the providing Party shall inform the receiving Party about such restrictions of use.

6. BRANDING

6.1. Neither Party shall use the name, emblem, or trademarks of the other Party, nor any of its subsidiaries, and/or affiliates, nor any abbreviations thereof, without the written approval of the other Party in each case;

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

6.3. Whenever relevant, the Parties agree to use each other's logo and adhere to branding and marketing guidelines regarding their use in all communications related to this MoC.



7. APPLICABILITY, AMENDMENT, AND TERMINATION

7.1. The Parties will begin to cooperate under the framework of this MoC as of the date of last signature by either Party;

7.2. This MoC may be amended or reviewed at any time with written consent of the Parties;

7.3. This MoC may be terminated by either Party by providing two (2) weeks' notice in writing to the other Party.

IN WITNESS WHEREOF, the Parties have signed this MoC in two (2) copies of which each Party has received one copy:

For ESSA

For ESSA Associated Partner

Signature:

Signature:

Done at

Done at

Date:

Date:

