

*[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 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 Guidelines/Policies, 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 will work at the premises of the HOSTING COMPANY from Monday to Friday, from \_\_ AM to \_\_ PM. 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 (<https://www.innonext-project.eu/en/resources>) 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 starts from the signature of this agreement and shall have a duration of [*3/6 to be specified*] months.
- 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.

\_\_\_\_\_ [*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).*