

Framework Agreement for the provision of support services from MOAI LABS to third parties

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This Framework Agreement model for the provision of support services from MOAI LABS to third parties contains the basic information needed with regards to the contract signature. The Framework Agreement allows the MOAI LABS team to provide an Acceleration and Co-creation Programme and a voucher to spend on external consultancy services to accelerate its go-to-market strategy to a third party. The Framework Agreement must be signed by the awarded organisation to receive the support.

Date of publication

The MOAI LABS project has received funding from the INTERREG SUDOE Programme through the European Regional Development Fund (ERDF) under ERDF Agreement SOE4/P1/E1078 [MOAI LABS: Laboratorios de Inteligencia Colectiva y Tecnología Socio-sanitaria para combatir el aislamiento y la soledad de las personas mayores]

CONGRATULATIONS

Congratulations & welcome to the MOAI LABS project!

For the next months, April to January 2023, MOAI LABS will support you in the development of your solution and its go-to-market strategy.

We hope you enjoy the journey with us!

Kind regards,

The MOAI LABS Team

MOAI LABS BACKGROUND

The Management Authority of the SUDOE Programme (Gobierno de Cantabria) (hereinafter “AG”) and Fundación INTRAS (hereinafter “INTRAS”), established in **31/08/1994, Valladolid, Spain VAT number: G47345061**, acting as a coordinator, have signed the ERDF Agreement SOE4/P1/E1078 for the implementation of the MOAI LABS project, within the framework of the INTERREG SUDOE Programme.

The MOAI LABS Application Form and by extension, the ERDF Agreement, includes the provision for an Acceleration and Co-creation Programme and a voucher to spend on external consultancy services to accelerate its go-to-market strategy to third parties, named “Solvers”.

The Solver’s proposal in response to the MOAI LABS Open Call issued by MOAI LABS Consortium has received the favourable resolution by the Selection Committee and therefore the Solver is entitled to receive support services for the implementation of the innovative solution called **insert the proposal name** that address the MOAI challenge(s) **name of the challenge(s)** as specified in Annex I and in this Framework Agreement, according to the terms and conditions set out under this Framework Agreement and under the applicable terms and conditions of the ERDF Agreement.

MOAI LABS project was born as one of the PROCURA Community of Regions’ priorities and is an unprecedented, coordinated action at the social, health and community levels.

It aims to promote business investment in innovative solutions to combat loneliness of older adults, incentivised by a future innovative public procurement with forward commitment, and through the action of the FIRST EUROPEAN TRANSNATIONAL LIVING LAB SPECIALISED IN LONELINESS AND OPEN INNOVATION, able to support this investment thanks to the

integration of 'Experts by Experience' (need), 'Early Demand Groups' (supply), potential buyers (demand), and the environment (community), which will ensure the solutions are adopted to reduce the loneliness of the older adults, increase their connections and their empowerment. More specifically, MOAI LABS aims to support eHealth technological solutions or initiatives that meet the MOAI challenges identified.

1. PARTIES

MOAI LABS contracting body

Awarded organisation

Name of the organization in English

Name of the organization in English

Name of the legal Representative

Name of the legal Representative

Name of the contact person within the Organization

Name of the contact person within the Organization:

e-mail:

e-mail:

Mobile phone:

Mobile phone:

Country of the Organization

Country of the Organization

Address of the Organization

Address of the Organization

VAT No. of the Organization

VAT No. of the Organization

Proposal name:

Representing the consortia, that also involves ORGANISATION NAME and ORGANISATION NAME (IF APPLICABLE)

hereinafter referred to as the “MOAI LABS representative”

hereinafter referred to as the “Solver”

The contracting Parties HAVE AGREED to the following terms and conditions including those in the following annexes, which form an integral part of this Framework Agreement.

- | | |
|-----------|--|
| Annex I | MOAI LABS Call for Solutions |
| Annex II | Solver application to the MOAI LABS call |
| Annex III | Co-creation and Acceleration Services |
| Annex IV | Template for reporting |

2. DURATION OF THE COLLABORATION

The duration of the collaboration shall be from **April, 5th, 2022** (hereinafter referred to as the “*Start Date*”) to **January, 31st, 2023** (hereinafter referred to as the “*End Date*”).

3. OBLIGATIONS OF THE MOAI LABS PARTNERS

This Framework Agreement settles the specific conditions, rights and obligations for the MOAI LABS representative, the Solver and the MOAI LABS consortium for the implementation of the Project.

- The **17.000€/34.000€** voucher for external consultancy services to be received by the Solver under the MOAI LABS Project. The MOAI LABS representative is a holder and manager of the “GO-TO-MARKET” voucher.
- MOAI LABS consortium will enhance the collaboration between the Solver and the Living Labs in the co-creation programme. During the co-creation, Solver will interact with the Living Labs, that will conduct the co-creation sessions with the end beneficiaries of the solutions (i.e. older adults) involved in the design and testing phases.
- MOAI LABS Consortium will provide an acceleration programme to the Solver that include mentoring, intensive training, and digital empowerment with the aim of accelerating its go-to-market strategy. These sessions will have different themes: innovation on loneliness and isolation, innovation in social innovation, business modelling, maker philosophy and digital enabling technologies.

The acceleration and co-creation programme are described in the ***Call for Solutions*** (Annex I of this document).

4. OBLIGATIONS OF THE SOLVER

The Solver is obligated to implement the project in compliance with the time frame and financial and other conditions stipulated in this Framework Agreement. The Solver shall immediately inform the MOAI LABS representative in written form of any circumstances which may affect the realization of the innovative solution or of any changes in contractual conditions. The MOAI LABS representative shall decide upon such circumstances and changes.

Contracts with the Solver will be managed by MOAI LABS representative. The administrative tasks for the Solver, including activity reporting obligations and related documents will be provided during the negotiation and contracting phase.

Successful applicants formally accept the following conditions in case of being awarded as Solvers:

- Solvers accept their responsibility on accuracy and veracity of data and documents submitted for proving the fulfilment of the eligibility criteria when submitting their applications.
- Solvers will provide the documentary evidence proving the co-creation and provision of acceleration services.
- Solvers are in general bound to art. 18 (Conflict of interest), art. 19 (Confidentiality), art. 14 (Information and publicity of the ERDF funding) of the ERDF Agreement and art. 5 (Liability) of the MOAI LABS Collaboration Agreement, without prejudice to the provisions set out in this Call and in the Framework Agreement. With regards to art. 14 (Information and publicity of the ERDF funding), Solver will make references to public funding from Interreg Sudoe Programme and the European Regional Development Fund (ERDF), including suitable logos. Solver will include references to MOAI LABS project and specifically show that MOAI LABS project is co-funded by the Interreg Sudoe Programme through the European Regional Development Fund (ERDF) under ERDF Agreement SOE4/P1/E1078.
- Solvers shall implement the activities stated in their application and shall take all necessary and reasonable measures to that end. They shall have the appropriate resources as and when needed for carrying out the activities.
- Solver commits to attend to the co-creation and acceleration services described in the Call for Solutions (Annex I) and shall take all necessary and reasonable measures to that end.

5. PROOF OF PERFORMED WORK AND PROJECT DELIVERABLES

Solver proposal to the MOAI LABS call (Annex II) must clearly indicate the content and activities of the project and technical objectives to be reached by the Solver during the collaboration, as well as the expected achievements from participation in the MOAI LABS Programme. The first step in the co-creation and acceleration activities will be the definition of a framework that will be described in Annex III Co-creation and Acceleration.

Proof of the performed work: deliverables

During the collaboration, the Solver produces and provides the following deliverables, following the template provided by MOAI LABS consortium. Deliverables listed below shall be in English:

Deliverables	Description	Deadline
Progress report	Short document describing the work conducted in the first months and the external services subcontracted as part of the voucher scheme.	30/09/2022
Final report	Short document describing the work conducted and the external services subcontracted as part of the voucher scheme.	20/12/2022

6. AMOUNT OF THE VOUCHER ON EXTERNAL CONSULTANCY SERVICES

Each Solver will receive a **€17,000 GO-TO-MARKET (SEVENTEEN THOUSAND EUROS) voucher per MOAI challenge to contract external consultancy services** to boost the commercialisation and market acceptance of their solution. The awarded organisation(s) will be **free to choose the providers that best fit their needs** and allow them to bring the proposed solution to market.

Important note: MOAI LABS will directly pay for the consultancy services to the selected service providers. Thus, the awarded organisations will not be transferred the amounts to make the payments.

However, to be paid, the voucher will always be subject to:

- The voucher is devoted to contract consultancy services (business services, technology services, marketing services, property intellectual aspects, regulations services, etc.) to accelerate their go-to-market strategy.
- The voucher cannot be invested in the purchase of materials, equipment, payment of the entity's personnel or any other. **ONLY** in external consultancy services (according to the previous description).
- The consultancy services must be provided by an external service provider, without any link with the awarded organization(s).

- The awarded organisation(s) will be free to choose the providers that best fit their needs and allow them to bring the proposed solution to market.
- The Solver must obtain 3 offers per service to be subcontracted and must provide this information (3 offers) to the MOAI LABS Consortium, as well as a written justification report that describes why they choose a given external service provider.
- Before hiring the external consultancy services, the awarded organisation(s) must consult the MOAI LABS Consortium whether these services are included in the “GO-TO-MARKET” voucher. Once they have obtained the approval of the MOAI LABS Consortium, the Solver can begin the outsourcing procedures.
- The Solver must perform all tasks (administrative and financial) to hire the approved external service provider and supervise all the work related to the consultancy services.
- The external service provider performs the consultancy services and elaborate a technical report that explains in detail the services delivered.
- The MOAI LABS Consortium must validate this technical report before proceeding to pay the invoice for the consultancy services.
- Once the technical report has been validated by the MOAI LABS Consortium, the Solver can request the invoice to the external service provider and send it to the MOAI LABS Consortium.
- The involved MOAI LABS partner directly pays the invoice to the external service provider.

The steps associated with managing the voucher and the tentative calendar are as follow:

Activity	Timeline
Selection of the Solver	March 2022
Kick off meeting with the Solver	April 2022
The Solver decides how they want to spend the voucher (the consultancy services)	April / May 2022
The Solver requests 3 offers	May /June 2022
The Solver hires an external service provider	June 2022
The external service provider performs the consulting services and elaborate the technical report	August 2022
The MOAI LABS partners validate the technical report	September 2022
The MOAI LABS partners pay the invoice to the external service provider	October 2022

7. INTELLECTUAL PROPERTY RIGHTS

7.1. ORIGINALITY OF THE AWARDED INNOVATIVE SOLUTIONS

It is required that proposals submitted are based on original works by the applicants and that their foreseen developments are free from third party rights. MOAI LABS consortium is not obliged to verify the authenticity of the ownership of the foreseen products/ services. Any issues delivered from third party claims that arise as a result of the awarded innovative solutions are on the sole responsibility of the applicant.

7.1. OWNERSHIP OF THE INNOVATIVE SOLUTIONS AND EXPLOITATION OF RESULTS

Each Solver that generates results owns the attached IPRs generated during the co-creation process and will own results that are not IPRs. Each Solver is responsible for the management and protection of its IPRs and bears the costs associated with this.

The Solvers selected within MOAI LABS project will be the unique owners of the innovative solutions created within the framework of the collaboration.

However, the ownership of the IPRs will be subject to the following:

- MOAI LABS consortium can access results, on a royalty-free basis, for their own use.
- MOAI LABS consortium has the right to require the Solver to transfer ownership of the IPRs if the Solver fails to exploit the results generated because of its participation on the MOAI LABS programme.

Parts of their works will be requested to be public for MOAI LABS dissemination purposes (see section “dissemination and communication of results”).

7.2. LIABILITY

MOAI LABS Consortium cannot be held liable for any acts or omission of the applicant in relation to the selected technical solutions implemented by the Solver. The MOAI LABS Consortium shall not be liable for any defaults of any products, processes or services created in the collaboration. Including, for instance, anomalies in the functioning or performance thereof.

Solver will indemnify the MOAI LABS Consortium, in case of any action, complaint or proceeding brought by a third party against the MOAI LABS Consortium as a result of damage caused, either by any of its acts or omissions in relation to the collaboration, or by any

products, processes or services created by it based on foreground resulting from the collaboration.

Solvers shall bear sole responsibility for ensuring that their acts within the framework of the collaboration do not infringe third parties' rights.

8. ETHICS, CONFIDENTIALITY & DATA PROCESSING

8.1. ETHICS

The Solver shall carry out the tasks assigned to it in the Framework Agreement and in the Specific Contracts in compliance with:

- ethical principles (including the highest standards of research integrity) and
- applicable international, EU and national law.

8.2. CONFIDENTIALITY

The Parties (the Solver and the MOAI LABS Consortium) shall keep confidential any data, documents, or other material (in any form) that is identified as confidential at the time it is disclosed. This applies during the implementation of this agreement and indefinitely after the end of this agreement.

8.3. DATA PROCESSING

The parties (the Solver and the MOAI LABS Consortium) shall process personal data in compliance with the applicable EU and national law on data protection (including as relates to authorisations and notification requirements).

9. DISSEMINATION AND COMMUNICATION OF RESULTS

All communication activities shall comply with the applicable confidentiality and security restrictions.

Solvers shall comply with all the terms and conditions set out in the MOAI LABS project (co-funded project by the Interreg Sudoe Programme through the European Regional Development Fund (ERDF))

- Information and communication towards the SUDOE Programme. The Solver shall, throughout the duration of the Collaboration, take appropriate measures to engage with

the public and the media about the MOAI LABS Project and to highlight the support of the SUDOE Programme.

- When communicating results, Solvers must include references to MOAI LABS project and specifically show that MOAI LABS project is co-funded by the Interreg Sudoe Programme through the European Regional Development Fund (ERDF) under ERDF Agreement SOE4/P1/E1078.
- Any changes of persons or contact details shall be notified immediately to the MOAI LABS Consortium. The address list shall be accessible to all concerned.

The MOAI LABS consortium may use, for the purposes of communication and publicity, all information relating to the collaboration, documents (notably summaries) and deliverables, and any other material (such as pictures or audio-visual material) from the Solver (including in electronic form):

- The MOAI LABS partners may publish the names of the Solver and, in the case of a consortia, the members of the group, as well as a project abstract, summaries of the main results during the collaboration.
- This does not change the confidentiality obligations of the MOAI LABS partners.
- Moreover, before publishing this information, the MOAI LABS partners shall consult the Solver, in order to avoid harm to legitimate business interests (e.g. regarding aspects of the solutions that could be IPR-protected) or distortion of competition.

10. DEFAULTS

In the event the MOAI LABS representative identifies that the Solver submits the agreed work with delays or deviates from the requirements and objectives set in this Framework Agreement and the associated documents, MOAI LABS Consortium will give a written notice requiring that such breach to be remedied within a period of 14 days.

If the Solver has not brought remedies from the notice, MOAI LABS Consortium may decide to terminate this Framework Agreement unilaterally. Moreover, in the event the breach of the contractual obligations has been intentioned or with gross negligence, MOAI LABS Consortium request the Solver the refund of the amount of the voucher made to date.

In the event the MOAI LABS representative identifies that the Solver has:

- i) breached its obligations under this Framework Agreement;

- ii) stops to carry out the Collaboration and is not able or willing to continue the Collaboration and the development of the innovative solution;
- iii) is engaged in a bankruptcy or receivership process,

MOAI LABS Consortium will give a written notice informing the decision to terminate this Framework Agreement unilaterally. Moreover, in the event the breach of the contractual obligations has been intentioned or with gross negligence, MOAI LABS Consortium request the Solver the refund of the amount of the voucher made to date.

11. LIABILITY

Solvers shall retain responsibility for the Services carried out.

Except in case of force majeure, the Solvers must compensate the MOAI LABS Consortium for any **damages** it sustains as a result of the implementation of the collaboration or because the action was not implemented in full compliance with the Framework Agreement.

If the Solver **breaches any condition**, requirement or time term stated in the Framework Agreement, the Call or other applicable legal requirements, a breach procedure will be started. The Solver will be notified, any claiming from it will be processed and a final decision and its communication will be issued. These procedures could finally result in losing the awarded voucher, including any reimbursement if already paid. The MOAI LABS Consortium is responsible for issuing these procedures as stated in the Framework Agreement.

Therefore, in case of any cause resulting in the need of **reimbursement of the voucher** received by a Solver, the corresponding MOAI LABS representative on behalf of the MOAI LABS Consortium will proceed through its habitual procedures under local law.

12. AMENDMENTS

The Parties (the Solver and the MOAI LABS Consortium) may amend this Framework Agreement only in writing and only provided that the amendment does not have the purpose or the effect of making changes which might call into question the decision awarding Framework Agreements.

A Party desiring an amendment to this Framework Agreement shall notify the other Parties providing a duly justified request and a full new version of this agreement clearly showing all the proposed changes. Without prejudice to the right to terminate, the MOAI LABS

Consortium may notify the Party desiring the amendment of their rejection or agree with the other Parties that an amendment be executed.

Should the duration of the ERDF Agreement be extended, the MOAI LABS consortium may propose this agreement not completed be amended in respect of durations and deadlines. In such cases no Party shall not withhold agreement unless that Party can show that the proposed amendment would significantly and disproportionately harm that Party's interests.

13. APPLICABLE LAW AND COMPETENT COURT

This Framework Agreement is ruled under Spanish/ French law. Any dispute, controversy or claim arising out of or relating to this Framework Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Spain, France Chamber of Commerce. The number of arbitrators shall be one.

14. ENTRY INTO FORCE

This Framework Agreement shall enter into force after its signature MOAI LABS representative and the Solver legal representatives, on the day of the last signature. The Effective Date shall be **Day Month** 2022. This Agreement has been made in three originals in English.

15. SIGNATURES

MOAI LABS MOAI LABS representative

Name of legal representative:

Position

Electronically signed

Date

For INSERT ORGANISATION NAME

Name of legal representative:

Job title

Electronically signed

Date Date:

done at INSERT PLACE: