



InnoEnergy
Knowledge Innovation Community

EUROPEAN
BATTERY
ALLIANCE | EBA250



AUTOMOTIVE
SKILLS
ALLIANCE

Memorandum of Understanding on **a strategic partnership on re- and upskilling actions in the field of the mobility ecosystem through the EBA Academy and the Automotive Skills Alliance**

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This Memorandum of Understanding (“MoU”) is made between:

1. **KIC InnoEnergy SE**, a European public limited liability company (*Societas Europaea*) having its registered place of business at Kennispoort, 6th floor, John F. Kennedylaan 2, (5612 AB) Eindhoven, the Netherlands (“**EIT InnoEnergy**”); and
2. **Automotive Skills Alliance Asbl**, an association under Belgian law, having its registered place of business at Rond point Schuman 6, 1000 – Brussels, Belgium (“**ASA**”).

Each referred to as a “**party**” and jointly as the “**parties**”.

WHEREAS:

- A. EIT InnoEnergy is a European public-private partnership whose mission is to support innovation, entrepreneurship, and training in the field of sustainable energy, with the aim of accelerating the energy transition. To do so, EIT InnoEnergy supports the development of innovative products and services on the market and develops the skills necessary for the energy transition.
- B. The European Commission launched the European Battery Alliance in October 2017. EIT InnoEnergy manages the industrial development programme of the European Battery Alliance, called “EBA250”. EBA250 is a project-driven community which brings together more than 500 industrial and innovation actors, from mining to recycling, with the common objective to build a strong and competitive European battery industry. It is in this context that EIT InnoEnergy has developed the ‘EBA250 Battery Academy’, which is a platform by the industry and for the industry, aimed at deploying training courses based on the skills and needs of the sector in collaboration with training professionals in every country within the European Economic Area.
- C. ASA is a large-scale partnership in the Automotive-Mobility Ecosystem, under the European Skills Agenda Pact for Skills action, focusing on the collaboration on up-/re-skilling topics and activities based on strong outcomes of ERASMUS+ projects, such as DRIVES and ALBATTs, focusing on strategic agenda for upskilling and reskilling of more than 14 million workers in the Automotive sector to facilitate the green and digital transition of the automotive and mobility ecosystem and supporting the Green Deal objectives. For the moment, ASA represents an overarching collaborative platform of more than 90 partners covering industry, education providers, social partners, and regions and provides a pan-European ASA Learning Platform and Skills Framework with the database of training courses bringing unique tool for matching the industry demand and education providers’ training courses offer in order to boost upskilling and reskilling of the European workforce in Automotive-Mobility Ecosystem and beyond.
- D. ASA and EIT InnoEnergy have been engaged in exploratory conversations regarding a future collaboration. These conversations have resulted in a wish for both parties to move into joint strategic partnership and to lay down their commitment to collaborate in this MoU. The collaboration takes place under the intentions of the EC Pact for Skills initiative, part of the European Skills Agenda.

- E. It is not intended that, this MoU, or any part thereof creates (nor can be construed as) any legally binding obligation to enter into any follow-up agreement, or other form of future collaboration, for either party.

JOINT UNDERSTANDING

1. - Collaboration opportunities

1.1. The parties wish to move into a joint strategic partnership (the “Partnership”) focusing on:

- creating a single pan-European framework to enable upskilling and reskilling in automotive sector, mobility sector and battery value chain;
- supporting the objectives of Green Deal, transport decarbonisation and Pact for Skills through massive support of reskilling and upskilling agenda in the EU;
- providing a platform to facilitate contacts between industry, education providers, regions, policy makers, and other relevant stakeholders to speed-up the green and digital transition of the automotive and mobility sector;
- using joint efforts to make the green and digital transition seen as an opportunity for the businesses, industry, regional development, employers and employees; and
- using all possible tools and best practices from both alliances to incorporate and include all partners that might support and speed up the transition of the labour force, especially the social partners and regional partners.

1.2. This Partnership can be achieved especially through the following actions:

- creating a joint framework where the upskilling and reskilling opportunities and concepts (training courses, curricula, job roles and skills, etc.) will be available and reachable by any industrial, national, regional or other partners;
- joining efforts and presenting this framework to the stakeholders, especially policy-makers and jointly support the use of these tools across the EU;
- joining efforts while reaching to relevant stakeholders, especially education and training providers, as well as aligning approach on the long-term mutual collaboration to expand the networks;
- jointly promoting upskilling and reskilling agenda with policy makers, especially within the Pact for Skills activities and European Battery Alliance;
- jointly seeking available financial resources both for the growth of the framework as well as for creation and/or delivery of concrete training courses that will be provided on the labour market;
- jointly approaching Member States to make use of the ESF+ funding for the upskilling and reskilling the labour force in Member States with a strong battery industry footprint; and
- coordinating and streamlining efforts on creation of dedicated training courses through ASA and EBA Academy members and partners to respond to the industry needs in a focused manner in the relevant topics based on the current trends (e-mobility, digitalisation, green skills, or other).

- 1.3. The above list is intended as a non-exhaustive list and of an indicative nature only, describing the potential collaboration opportunities already identified, and are to be further explored by the parties. Further collaboration opportunities to be explored can always be proposed by either party and agreed upon between the parties.
- 1.4. The parties acknowledge that this MoU is not creating binding obligations to perform either of the activities described in section 1.1 and 1.2 above and that the scope the Partnership may evolve in the future. Any obligation with respect to the Partnership under this MoU shall be limited to an obligation on a commercial best-efforts basis to achieve any commitment or result. Any further commitment between the parties shall only be made and be legally valid if made in the form of separated detailed appropriate written agreements (“**Implementation Agreements**”) subsequently signed by the parties, after completion of its respective internal approval processes. Nothing under this MoU shall force the parties to perform and fund any subsequent activity or to enter into any Implementation Agreement. Furthermore, both parties are aware that any future funding or other commitment under a possible Implementation Agreement would in any event be subject to the availability, of funding by the EIT or through other sources of funding.

2. - **Methodology**

Following signature of this MoU, the parties shall agree on a plan and a timeline for the agreed actions.

3. - **Non-Exclusivity**

This MoU does not construct any kind of exclusivity with respect to any of the parties’ activities. If such exclusivity is intended in any collaboration following an exploration described in this MoU, such exclusivity will be agreed upon in the Implementation Agreements.

4. - **Confidentiality**

- 4.1. For the purpose of this MoU “**Confidential Information**” means information, such as but not limited to the existence of this MoU and any follow-up actions with respect thereto, as well as commercial and/or technical information, which is disclosed by a party (either directly or indirectly) in connection with the performance of this MoU, and which is marked as “confidential”, “proprietary” or similar, or which can reasonably be deemed to be of a confidential or proprietary nature.

- 4.2. The parties may not:

- A. use the Confidential Information for other purposes than in connection with Partnership; and
- B. disclose the Confidential Information to any third party, except to employees, external advisers and subcontractors who (i) have a legitimate “need to know”, and (ii) are under similar confidentiality obligations as apply under this MoU.

- 4.3. The obligation as mentioned in Article 4.2 does not apply to information which is or becomes public knowledge without a violation of confidentiality obligations.
- 4.4. If so requested, each party must immediately return to the other party all confidential information that was made available to it.
- 4.5. If either party incurs costs (including reasonable attorney's fees) and/or suffer damages as a result of a violation of the above confidentiality obligations, it must fully compensate such costs and/or damages to the other party.

5. - Use of logos

Either party is only authorised to use each other's name and brand logos for the specific actions described in the Partnership and with due regard for the strict integrity of the brand, trade name, logo, presentation and graphic charter. Their reproduction on any medium requires the express written consent of the other party.

6. - Costs

Each party shall bear its own costs associated with the Partnership, or otherwise associated with carrying out this MOU, as well as any costs associated with the negotiations, preparation and execution of this MoU, including any legal advisors' accountants', financial advisors and other experts' expenses and fees.

7. - Non-Solicitation

During the term of this MoU and within two (2) years after the expiration or termination of it, neither party shall recruit any directors, employees and other staff, or consultants from the other party without such other's party prior written agreement.

8. - Term and termination

- 8.1. This MoU shall become effective following the last signature placed on it and shall expire on the date of its fifth anniversary, unless the parties decide otherwise.
- 8.2. Either party may terminate this MoU with immediate effect, for convenience reasons.
- 8.3. Articles 4, 6, 7, 7 and 9 of this MOU shall survive expiration or termination of this MOU. The expiration or termination of this MOU does not affect either party's rights which may have accrued before the date of expiration or termination.

9. - Governing law

Dutch law applies to this MoU. Any conflicts relating to it shall in the first instance be subject to the exclusive jurisdiction of the competent district court in Amsterdam, the Netherlands.

THUS SIGNED in two counterparts (one for each of the parties) by:

KIC InnoEnergy SE

By: Oana Penu (duly authorised by power of attorney)

Function: EBA Academy Director

Place:

On:

Automotive Skills Alliance

By: Jakub Stolfa

Function: President

Place:

On: