











Memorandum of Understanding

Between

F6S NETWORK IRELAND LIMITED, on behalf of the X2.0 Consortium

and	
	hereinafter referred as Impact Builder

This Memorandum of Understanding (MoU) sets for the terms and understanding between F6S NETWORK IRELAND LIMITED (F6S) on behalf of the X2.0 Consortium, and Impact Builder (the Parties) to define its participation in the X2.0-Driving Deep tech growth project and, in particular, the framework for the provision of supporting services to the deep tech startups selected under the X2.0 open calls.

Background

X2.0 Europe is a project co-funded by the European Union. The European Commission (hereinafter referred as the "EC") and F6S (project coordinator) on behalf of the X2.0 Consortium have signed the Grant Agreement no. 101073781 for the implementation of the project Driving Deep tech growth ("X2.0") within the framework of the European Union's Horizon Europe Research and Innovation programme (the "Grant Agreement").

X2.0 supports 50 deep-tech EU start-ups to upskill and upscale and become the future leaders of Europe by providing need-based, custom, industry-focused growth services to them.

The project will establish an X2.0 Impact Hub of 350 validated impact builders (external service providers) able to deliver cross-border services (Finance/investment seeking, Deeptech/scientific needs, Business development/scaling up, Promotion and Communication, Internationalization / soft landing, Commercialisation & legal needs).

An entity submitting an Expression of Interest can be selected to become part of the X2.0 project providing services as impact builders. The project will distribute €1.5M in vouchers of up to 30k€ to each start-up to pay Impact Builders' services.

The project will release 5 thematic calls to select the start-ups:

- Manufacturing & circular economy(Q1/2023)
- Agritech(Q2/2023)
- HealthTech & BioTech(Q3/2023)
- Smart Cities and Sustainability(Q1/2024)
- Data & AI(Q2/2024)

Purpose and Tasks

This MoU will facilitate the participation of the Impact Builder as Service provider in the X2.0 project. To this end:

- Impact Builder will enter a short list of Service Providers publicly available in the project website that can offer services to X2.0 startups.
- Impact Builder and the X2.0 startups will come to a commercial agreement for the provision of the service and payment.



- This commercial agreement will indicate that the payment will be done by the startups to the Impact Builder based on the service completion that will be validated by the X2.0 consortium according to delivered progress reports by the Impact Builder (See below).
- This commercial agreement will also include an NDA.
- At the beginning of the collaboration Impact Builder-startup, the Impact Builder will in collaboration with the startup set up individual KPIs that will be tracked by the impact builders. These individual KPIs are to be approved by the consortium prior to the start of the service delivery.
- Impact builders will be required to deliver 'Service Delivery Reports' based on templates provided by the Consortium:
 - First report including Work Plan + KPI establishment to be delivered in M1 of the services provision.
 - Interim Report covering progress (Max 2 pages); to be delivered in M3 of the services provision.
 - Final Report (Max 3 pages). to be delivered in M5 of the services provision.

The reports will summarise the progress, KPIs and outcomes achieved, the problems encountered, the potential deviations, the lessons learned, a budgetary-related subsection, etc. Further evidence on the collaboration outcomes could be attached to the report as annex. These reports will be a requirement for payment issuing.

- The payment of the service to the Service Provider will be done by the startup, once the X2.0 releases the payment to the startup, subject to the Service Provider's report.
- Impact Builder accepts to be added to the X2.0 Ecosystem channel (slack or other similar platform) where they will be able to interact with the rest of the community, be invited to webinars for promotion or be showcased as success cases in the project website, deliverables and events.

No Obligation, and Relationship

This MoU is not and shall in no way be regarded as establishing or constituting a relationship of principal and agency between any of the Parties, or relationship of any kind whatsoever.

This is a pre-collaboration agreement to be included in the list of qualified Impact Builders but does not guarantee that start-ups finally contract the services.

Confidentiality

Each Party agrees that it shall protect the secrecy of and shall prevent any unauthorised disclosure and/or unauthorised use of Confidential Information. Without limiting the foregoing, each Party shall take at least those measures to protect Confidential Information received or developed under this Agreement that it takes to protect its own Confidential Information.

Declaration

The parties acknowledge that they comply with the criteria set forth on the Guidelines for Impact Builders <u>published on 12/14/2022.</u>



Funding

The participation in X2.0 short list as Service Provider does not entail any direct disbursement of funds. The Service Provider will be reimbursed by the provision of its services according to the agreement signed with the startup, the one paying for the service.

Duration

This MoU shall become effective upon signature of each party and will remain in effect until the end of X2.0 project expected in October 2024.

For and on behalf of F6S as the coordinator of X2.0	For and on behalf of
By: Aleksandar Zobec	Ву:
(Signature)	(Signature)
(Title)	(Title)