

Letter of intent

Name of organisation LETTER OF INTENT

This agreement is executed on by and between :

Add name coordinating organisation

having its registered address add address, place, street postal code, Country
represented by : add name presenter, as add function presented
hereafter called add coordinator's short name.

and

(add your organisation's official name

having its registered address at add your organisation's official address
represented by add name of the person signing
hereafter called add your organisation's short name

Whereas add coordinator's short name, add your organisation's short name and the members of the Consortium listed in annex 1 hereto referred individually "Party" or collectively "Parties" are aware that an international research project benefits from a written and clear commitment;

Whereas for the purpose of the proposal preparation ("Proposal Preparation"), the Parties will supply each other with necessary information, which may be confidential;

The Parties agree upon the following:

CONFIDENTIALITY

1. For the purpose of enabling the Parties to perform the Proposal Preparation, which is not-committing to each individual Party, Parties will supply, so far as free to do so, each other with all relevant information necessary, hereinafter called " Information".

2. The receiving Parties shall keep the Information received from a disclosing Party confidential during the term of this agreement and after the deposit of the Proposal for 5 years and use it strictly for the purpose of performing the Proposal Preparation and for no other purpose whatsoever.

3. The confidential Information, all copies thereof and all rights thereto shall remain the exclusive property of the disclosing Party.

All original or copies enclosing the confidential Information shall be promptly returned to the disclosing Party on receipt of the disclosing Party's written request.

4. The obligation mentioned above shall not apply to any Information which:

(a) was in the possession of the receiving Party prior to disclosure by the disclosing Party and which was not previously obtained, either directly or indirectly, from the disclosing Party under confidentiality restrictions;

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- (b) was at the time of its disclosure to the receiving Party, part of the public domain by publication or otherwise; or hereafter becomes generally available to the public through no act or failure to act of the receiving Party;
- (c) was furnished to the receiving Party by any third party as a matter of right without restriction on disclosure.
- (d) is to be disclosed pursuant to the order or requirement of a court, administrative agency or other government body, provided that each Party shall provide the other Party with prompt notice of such order or related proceeding to afford the other Party an opportunity to intervene and prevent the disclosure.

5. The Parties shall keep confidential and shall not disclose in any manner to any third party the facts, contents and objectives of this Letter of Intent, except to the Name of funding body.

6. The receiving Party shall limit access to the Information disclosed by the disclosing Party only to its personnel who are directly involved and necessary for the Proposal Preparation hereunder and the receiving party shall ensure that such personnel are fully aware of and comply with the obligations of confidentiality under this letter of intent.

7. For a period up to add date, the Parties shall jointly conduct the proposal Preparation, hereafter called "the Proposal Preparation Period"

PROPOSAL PREPARATION

8. The Parties hereby appoint add coordinator's short name to act as the coordinator ("Coordinator"). The Coordinator's initial representative shall be add name coordinator's initial representative.

9. The Parties undertake to not disclose any material exchanged in the course of the Proposal Preparation to third parties.

10. Each Party shall, within its respective scope of supplies and services for the Project, make its necessary and reasonable efforts to concur in a competitive Proposal through the preparation of all needed documents.

11. The Parties designate add coordinator's short name as a coordinator ("Coordinator") to represent the interest of the Parties vis-à-vis the Commission.

12. Each Party shall support and assist the Coordinator ("Coordinator") in finalising the Proposal, in the form and according to the schedule agreed by the Parties as necessary for the Co-ordinator to submit the Proposal in due time to the add name of funding body.

Each Party shall provide the Co-ordinator with all pertinent technical and cost data, which they deem necessary for the Proposal Preparation as well as all technical support or such other support as may be mutually agreed upon.

The Co-ordinator shall not modify the technical and cost data supplied by the other Parties without their respective prior consent.

The Co-ordinator shall make available to each Party a copy of all significant letters, emails, faxes or documents relating to the Proposal sent to or received from the **add name of funding body** before the submission of the Proposal.

13. Each Party is fully aware that the funding programme covers only a part of the expenses that have to be expended during the course of the Project. Each Party will find its own ways to cover the non-funded part of the expenses.

It is understood that each Party will respectively bear its own costs involved in the Proposal Preparation.

14. These basic engagements will be defined more in details during the preparation of the Project, which could be divided in sub projects and/or workpackages, and in the Consortium Agreement. These documents will follow recommendations established by the **add name of funding body**.

NEGOTIATION WITH THE COMMISSION

15. The Co-ordinator shall be responsible for the submission of the Proposal and the conduct of negotiations of the Proposal with the **add name of funding body**.

16. Each Party shall be kept fully informed of the progress of any negotiations and, as far as its Sub Project and/or Work Package is concerned, shall attend and participate in the Contract negotiations only upon request from the Co-ordinator.

The Co-ordinator shall put at the disposal of the Parties, all significant letters, emails, faxes or documents relating to the negotiations and shall also keep each Party informed of everything relevant to its Sub Project and/or Work Package until the signature of the Contract.

17. The Co-ordinator shall not, without the prior written agreement of each relevant Party, propose or accept any deviation or variation to the conditions or scope of said party's Sub Project and/or Work Package.

In case the negotiations with the Commission result in conditions in the **add name of funding body** Contract which substantially deviate from these letter of intention or from the future Consortium Agreement, the Parties shall in good faith negotiate in view of adapting the conditions of Consortium Agreement to those of the **add name of funding body** Contract.

CONSORTIUM AGREEMENT NEGOTIATION

18. In the perspective of the success of the proposal, the Parties will enter into good faith negotiations to agree the terms of a Consortium Agreement and each party shall use reasonable endeavours to sign a Consortium Agreement before the signature of the contract between the Co-ordinator and the **add name of funding body**.

19. Each Party shall provide the Co-ordinator with all pertinent documents, which it deems necessary for the negotiation of the Consortium Agreement, and at least:

- legal form of the party and its control by any parent company;
- affiliates the party wants to grant access to knowledge which will be yielded by the Project;

- means the Party brings to the Project (equipment, real estate infrastructures, human resources, animal populations and biological materials...);
- the Pre Existing Know-How the Party want to explicitly exclude from the obligation to grant access rights;
- number and identity of researchers and doctoral students who may be involved in the Integrated project;
- cost model used by the Party;
- documents giving details of Party's bank account.

20. The Parties undertake to negotiate a Consortium Agreement. This Consortium Agreement shall be signed before the signature of the contract related to the Project between the Coordinator and the **add name of funding body**.

GENERAL PROVISIONS

21. This letter of intent shall come into force on the date of its signature and shall remain in force for a six-months period. The obligations of confidentiality herein stated shall remain in force for a period of **add number of years (also in number)** years after the date of expiration or termination of this letter of intent.

22. The disclosure of Information shall not be construed as granting to others, agency or any other rights (except for the Proposal Preparation hereunder).

23. Disputes that might arise concerning this Letter of Intent shall be settled amicably. In case of disputes for which no amicable solution is possible, settlement will exclusively take place according to **add country** law.

24. This Letter of Intent and its effects are subject to and shall be construed and enforced in accordance with the laws of **add country**.

Signature page follows.

Signed on this day of 200..

Establishment _____ **represented by**

 Name **add name of organisation**
 Function : **add function** **add name oordinator**

 Name **add name** -----
 Function **add function** -----

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ANNEX 1 Members of the Consortium

Participant no.	Participant Name
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