

Memorandum of Understanding

Source: <http://www.earto.org/!PCA/MU.htm> (UNITE and EARTO)

Important notice

At the time of writing, the European Commission had not yet finalised the Model Contract. The Model Contract is the standard form of contract which the Commission will use for all FP6 projects. It is possible that the final version of the Model Contract will contain provisions which could not be anticipated when this Memorandum of Understanding was drafted. EARTO and UNITE will endeavour to update this document as soon as the final provisions of the Model Contract become known. In any event, the following disclaimer applies to all information provided on this web-site.

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Integrated projects

Memorandum of Understanding

This agreement is made on <DD-MM-YY>

Between

1. <PARTY 1 = Coordinator>
and
2. <PARTY 2 - Contractor>

and

relating to the Project entitled enter the name of the PROJECT" <NAME OF PROJECT>

Whereas:

- (a) The Parties, having considerable experience in the field concerned, intend to submit a Proposal for a Project entitled enter the name of the PROGRAMME and the PROJECT" <NAME OF PROJECT> " to the Commission in the Sixth Research And Technological Development Framework Programme
- (b) The Parties intend to lay down rules between them with regards to the setting up of the Consortium, the preparation of the Proposal, their support or financial contribution (if any) towards the Coordinator resulting from these activities and to any further issues as the Parties feel appropriate including but not limited to Confidentiality, Management, Pre-existing Know-how etc.
- (c) The Parties acknowledge that the setting up of the Proposal requires specific efforts and expenses which cannot be expected to be incurred by the Coordinator solely.
- (d) The Parties express their intent to enter into a Consortium Agreement and to consent to certain principles laid down in this Memorandum of Understanding.

- (e) Terms and definitions as provided for in the Model Contract shall have the respective meaning in this Memorandum of Understanding.

Now therefore it is hereby agreed as follows:

1. This Memorandum of Understanding shall come into force as of the date of its signature by the Parties and shall continue in full force and effect until complete discharge of all obligations resulting from the setting up of the Consortium and the preparation of the Proposal or the commencement date of the Project whichever is the earlier.
2. In accordance with the Model Contract and in agreement with the other Parties the Coordinator undertakes to assume the general responsibility with regards to the setting up of the Consortium, the drafting of the Proposal, the integration of the other Parties' support or financial contributions (if any) and the negotiation with the European Commission. The Coordinator will use reasonable efforts, however does not warrant the success or positive evaluation of the Proposal.
3. The Parties undertake to use reasonable endeavours to perform and fulfil, promptly, actively and on time all of their obligations under this Memorandum of Understanding. In particular, each Party will use reasonable endeavours to supply to the Coordinator all such information, documents or support necessary for the Coordinator to fulfil its obligations pursuant to this Memorandum of Understanding.
4. Each Party shall use reasonable endeavours to ensure the accuracy of any information or materials it supplies and promptly to correct any error therein of which it is notified. The recipient Party shall be entirely responsible for the use to which it puts such information and materials provided that the Coordinator may rely on the accuracy of any such information or material with respect to the setting up of the Consortium and/or the drafting of the Proposal.
5. Each Party undertakes to contribute to the efforts and expenses incurred by the Coordinator in the preparation of the Project as laid down in Annex 1.
6. With respect to Confidentiality the Parties agree to be bound by Annex 2 of this Memorandum of Understanding. With respect to the Management of the Project the Parties consent to the application of the Management Model as described in Annex 3 for the Project.
7. The Parties fully accept the terms and conditions of the Model Contract including its Annexes with respect to the ownership of results and the mutual granting of Access Rights. In addition, the Parties consent to a security fund which shall be established on a specific trust account separated from the normal business accounts of the Coordinator. The withheld amounts shall be retained until the decision of the responsible management body that there is no further need for precaution with regard to financial risks resulting from joint and several liability towards the European Commission.
8. The Parties which invoke their right not to grant Access Rights to the other Parties with respect to their own Pre-existing Know-how are listed in Annex 4 identifying the Pre-existing Know-how which will be explicitly excluded from the principal obligation to grant Access Rights to the other Parties.

9. This Memorandum of Understanding shall be governed by the substantive law of <to be completed> . Any dispute arising out of or in connection with this Memorandum of Understanding shall be subject to <jurisdiction alternatively arbitration>, unless settled amicably. Any modification of this Memorandum of Understanding including its Annexes shall be in writing and signed by all Parties. The attached Annexes shall become part of this Memorandum of Understanding:

Annex 1 (Work Description - Drafting the Proposal),

Annex 2 (Non-Disclosure Agreement - Agreement of the Party using this MoU),

Annex 3 (Management Model),

Annex 4 (Limitations - Pre-existing Know how)

<INSERT NAME OF COORDINATOR>

Signature

Name

Title

<INSERT NAME>

Signature

Name

Title

