**Memorandum of Understanding**

This Memorandum of Understanding (“**MoU**”) is made as a part of the [PARTHENOS project](http://www.parthenos-project.eu/).

The MoU is made between institutions which are part of PARTHENOS and institutions outside the project. The MoU will continue to exist also after the project has come to an end, if the partners want to continue.

This Memorandum of Understanding is between:

***insert PARTHENOS partner institution's name and registered details***, .

and

[***insert partner institution's name and registered details***],

(each a "**Party**" and together the “**Parties**”).

1. The Parties believe that mutual benefit can be derived from scholarly interaction, exchange of ideas, co-operative research, collaborative workshops, opening workshops and seminars to each other and other forms of collaboration. The Parties see advantages in the development of strong academic links and relationships, and agree in principle to enter into discussions to establish ties of friendship and cooperation for the purpose of promoting mutual understanding and academic, educational, cultural and personal exchange.

2. Except for this paragraph 2 and paragraphs 6 to 11 (inclusive) (the "**binding sections**") which shall be legally binding on the Parties, this MoU is not legally binding and the Parties acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is designed to assist and inform the Parties' on-going discussions and, other than the binding sections, neither Party wishes for this MoU to give rise to any binding commitment or legal obligation. The Parties agree that each shall bear their own costs for any work under this MoU, save and except as separately agreed in writing.

3. Parties foresee the following opportunities for collaboration:

* promote standards and guidelines, seek harmonisation of best practice and policy;
* participate in questionnaires, interviews etc.;
* participate in (and co-organise) meetings and workshops;
* review and provide feedback on project output
* act as a conduit for knowledge transfer from the project to policy makers, programme owners, cultural institutions, SSH research organisations, civil society and private stakeholders;
* contribute content to tools such as the PARTHENOS Catalogue, Wizard, SSK;
* Disseminate PARTHENOS results, also after the project is concluded;
* Other (please describe);

4. In case the Parties want to start a collaborative activity which will involve financial and legal commitments, then in accordance with good legal practice the Parties agree to enter into a separate written agreement for that specific activity which will include all material legal, administrative and financial terms including funding and the responsibilities and obligations which are to be undertaken by each Party which are to be mutually agreed and signed by the Parties prior to the commencement of the activity.

5. Each Party undertakes to reveal to the other such dealings with other institutions or any material fact that may be reasonably expected to impinge on the development of the collaborative relationship established under this MoU.

6. **Confidentiality.** The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired, disclosed, or shared in connection with any activity conducted pursuant to this MoU save where such information is already in the public domain or is required to be disclosed by any applicable law or regulations, or where the extent of such disclosure is authorised in writing by the other. Neither Party shall use the information of the other Party except to the extent required to enable the performance of this MoU. The obligations of the Parties under this clause shall continue following the expiry or termination of this MoU.

7. **Intellectual Property Rights.** All existing IP owned by or licensed to either Party shall remain the property of such Party. Each Party grants to the other a non-exclusive, non-transferable licence for duration of this MoU to use such of its existing IP as is provided to the other Party for the purposes only of this MoU.

8. **Publicity / announcements.** Specific approval for any publicity or announcements relating to this MoU or the other Party must be agreed in writing prior to deployment between [***insert name or position***] at [***insert partner institution name***] and [***insert name or position***] at ***[insert partner institution name]***.

9. **Duration of this MoU.** The effective date of this MoU is the first date after both Parties have signed below. This MoU will expire [five years] from the effective date unless sooner terminated, revoked or modified by mutual written agreement between the Parties. Either Party may terminate this MoU without liability to the other by giving [one month’s] notice in writing to the other Party.

10. Amendments to this MoU will only be effective if in writing and signed by an authorised signatory of each Party.

11. **Choice of law and jurisdiction.** This MoU is governed by [***insert country***] law. Any disputes which may arise between the Parties concerning this MoU shall be determined by the [***insert country***] courts and the Parties hereby submit to the exclusive jurisdiction of the [***insert country***] courts for such purpose.

Signed

On behalf of [***insert partner institution name***] On behalf of [***insert partner institution name***]

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[***insert name***] [***insert name***]

[***insert position***] [***insert position***]

Date: Date: