



Euro-BioImaging
European Research Infrastructure for Imaging Technologies in Biological and
Biomedical Sciences

WP 2 Legal, Governance and Ethical Issues

Task 2.3

Draft Euro-BioImaging Memorandum of Understanding

Deliverable 2.6

Draft Euro-BioImaging Memorandum of Understanding

Task leader

EMBL, ZonMw

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1 Explanatory Notes

This document contains the final Draft Euro-Biolmaging Memorandum of Understanding as approved by the Intergovernmental Working Group on November 27th 2013 at their physical meeting at EMBL Heidelberg. This document is forwarded by the individual IWG members to their respective ministries for starting the signature procedure. The MoU will come into effect between the Signatories that have signed it as of the date that the signatures of six Signatories are in place.

Countries represented at the meeting:

Belgium: Robert Muller (Delegate, BELSPO, Federal Agency for Research)

Bulgaria: Anastas Gospodinov (Delegate, Ministry of Education, Youth and Science)

Finland: John Eriksson (Delegate, Ministry of Education and Culture)

France: Daniel Boujard (Directeur Adjoint Scientifique Institut Des Sciences Biologiques, CNRS)

Ireland: Sheeona Gorman (Delegate Higher Education Authority Ireland, NBIP Programmes Manager)

Israel: Benjamin Geiger (Chairman Academic Board, Israel Science Foundation)

Italy: Raffaele Liberali (Head University & Research Department, Ministry of Education, University & Research)

Norway: Andreas Brech (Observer, on behalf of Norwegian Research Council)

Poland: Marcin Ciuk (Head of the Nencki Institute's Neurobiology Center core facilities)

The Netherlands: Edvard Beem (Co-director of the Netherlands Organisation of Health Research and Development, ZonMw); Frans Martens (Director, Division Earth & Life Sciences, Netherlands Organisation for Scientific Research)

United Kingdom: Rowan McKibbin (Head of Strategy for Genomics, Data and Technologies, BBSRC)

Slovakia: Dusan Chorvat (Delegate, Vice-Director, International Laser Centre Bratislava)

Spain: Rafael de Andres Medina (Chief Documents & Technical Studies Department, Carlos III (ISCIII))

Sweden: Örjan Smedby (Observer, on behalf of Swedish Research Council)

MEMORANDUM OF UNDERSTANDING

Concerning the Process of Establishing Euro-BioImaging

DRAFT

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The Governments of

1. THE REPUBLIC OF AUSTRIA;
2. THE KINGDOM OF BELGIUM;
3. THE REPUBLIC OF BULGARIA;
4. THE CZECH REPUBLIC;
5. THE REPUBLIC OF FINLAND;
6. THE FRENCH REPUBLIC;
7. THE FEDERAL REPUBLIC OF GERMANY;
8. THE HELLENIC REPUBLIC;
9. HUNGARY;
10. THE STATE OF ISRAEL;
11. THE REPUBLIC OF IRELAND;
12. THE ITALIAN REPUBLIC;
13. THE KINGDOM OF THE NETHERLANDS;
14. THE KINGDOM OF NORWAY;
15. THE REPUBLIC OF POLAND;
16. THE PORTUGUESE REPUBLIC;
17. THE SLOVAK REPUBLIC;
18. THE KINGDOM OF SPAIN;
19. THE KINGDOM OF SWEDEN;
20. THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND;

and the EUROPEAN MOLECULAR BIOLOGY LABORATORY (EMBL)

Hereinafter referred to as "**Signatories**";

Desiring to further strengthen the international position of Europe's Member States in research, and to intensify scientific co-operation across disciplinary and national boundaries;

Having decided to explore the construction and operation of Euro-BioImaging (EuBI) for the use of the international scientific communities, based on criteria of scientific and service provision excellence;

Recognizing that life-sciences and biomedical research are critical to tackling the European grand challenges such as health, demographic change and wellbeing, food security, sustainable agriculture, marine and maritime research, and the bio-economy and inclusive, innovative and secure societies;

Recognising that new imaging technologies are revolutionizing the life sciences and the understanding of health and disease;

Recognising that it is imperative that European life scientists maintain a lead in these developments so that their discoveries continue to drive innovation and provide knowledge;

Recognising that EuBI is a means by which Europe will realize the full potential of the technical revolution in the life sciences and enable its best scientists to have access to cutting edge imaging technologies and services provided by the best experts in the field;

Recognising that EuBI requires a structured approach during the Transition Phase (phase between the FP7 funded Preparatory Phase including the cost-neutral extension) and the entry into force of a final legal framework) to ensure prompt implementation of the infrastructure;

Expecting other countries to participate in the activities, which they intend to undertake together under this Memorandum of Understanding;

Have decided as follows

Paragraph 1 Purpose and Nature of this Memorandum of Understanding

- (1) The purpose of this Memorandum of Understanding (hereinafter referred to as "MoU") is to state the intent of the Signatories to take the necessary steps towards the construction and operation of EuBI and facilitate continued discussions during the Transition Phase.
- (2) The MoU is open for signature to countries and international organisations.
- (3) The Signatories establish Interim Bodies (see Paragraph 2) during the Transition Phase and for the duration of this MoU.
- (4) This MoU is neither a contract nor a treaty, but a declaration of intent and therefore not legally binding. For the avoidance of doubt, subsequent decisions taken during the Transition Phase concerning the financial contributions of the

Signatories do not give rise to a legally binding obligation but are the basis for a voluntary financial commitment.

- (5) The Signatories agree not to withhold information that is relevant for the implementation of this MoU.
- (6) Nothing in this MoU will be deemed to constitute an organisation or any kind of formal grouping or entity between the Signatories. The Signatories shall not be entitled to act or to make any legally binding declarations on behalf of any other Signatory without previous authorisation.

Paragraph 2 ***Establishment and Tasks of Interim Bodies***

The Signatories establish

- (1) An Interim EuBI Board. The main task of the Interim EuBI Board will be to negotiate and decide all necessary steps to construct and operate EuBI such as for example the legal model and its implementation, a governance structure, financial issues, the hub and node selection process, user access, the business plan and any other issue relevant for the construction and operation of EuBI.
- (2) Decisions concerning the choice of the legal model and financial issues may only be taken starting from 1 March 2014 onwards, except if all MoU Signatories and Observers present unanimously agree to take a decision before this date.
- (3) Each Signatory will have one vote only and no more than three delegates.
- (4) The Interim EuBI Board may allow observers with a consultative voice to its meetings. Non-signatory countries or intergovernmental organizations that have a clear intention to sign this MoU may be invited to attend the meetings as observers, but in that case will not have voting rights.
- (5) The Interim EuBI Board will have a chair and at least one vice-chair elected by and among the delegates.

- (6) The Interim EuBI Board will be supported by a Transition Phase Secretariat. The Transition Phase Secretariat's composition and cost-sharing will be set out and agreed upon by the Interim EuBI Board. In doing so, the Interim EuBI Board will take into account the necessity to ensure continuity with the previous phases.
- (7) The Interim EuBI Board may appoint interim advisory bodies and working groups. Their terms of reference, (e.g. membership and cost sharing) will be agreed by the Interim Board and further defined in their respective Rules of Procedures.
- (8) Each Signatory will cover their own costs incurred during their participation in the interim period.
- (9) The Interim EuBI Board will establish Rules of Procedures, which will consider the contents of this MoU.

Paragraph 3 Contributions

Each Signatory declares its political will to evaluate the possibility:

1. to contribute to the budget of the future EuBI Hub;
2. to financially support its national scientific entities ("Nodes") proposed by the Signatory and accepted after a successful assessment in their participation in EuBI.

Paragraph 4 Coming into effect, Duration and Termination

- (1) This MoU will come into effect between the Signatories that have signed it as of the date that the signatures of six Signatories are in place. It will then come into effect regarding each additional Signatory that signs it after this date as of the date of signature by said Signatory.
- (2) The original of each signature will be collected and kept by the Transition Phase Secretariat.
- (3) This MoU will remain in effect until the legal framework of EuBI enters into force at which point it will be automatically terminated.
- (4) Any one individual Signatory or group of Signatories may decide to terminate their accession to this MoU at an earlier stage. In the case of an individual Signatory

deciding to terminate their accession to this MoU, they will inform the other Signatories in writing subject to a three months prior notification. The remaining Signatories may decide to maintain the MoU in effect among them for the duration as specified in the present Paragraph.

- (5) If this MoU is terminated by one, several or all Signatories, no Signatory will be liable to any other Signatory for any monetary or other losses that may result.

Paragraph 5 Amendment

Any modification of this MoU requires the written consensus signed by all the Signatories hereto.

Paragraph 6 Language

This MoU is drawn up in English, the language which shall govern all documents, notices, meetings and processes relative hereto.

Paragraph 7 Resolution of Conflict

Any conflict that might arise concerning this MoU will be settled amicably. If no amicable solution is possible, any one individual Signatory or group of Signatories may terminate their accession to the MoU as described in Paragraph 4(3).

Following the completion of their respective national procedures, the undersigned representatives have signed the present MoU.

This MoU may be executed at different times and in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall become an integral part of one and the same MoU. Delivery of an executed counterpart of a signature page to this MoU can be done by fax machine or manually. The MoU together with the signature pages will be kept in the archives of the Transition Phase Secretariat.

Date/Place

Signatory