## LETTER OF AGREEMENT

xxxx-Consortium  
Represented for the purpose of this Letter of Agreement

by the Coordinator

……… (*Name of Coordinator)*

*Address*

To the Collaborator

……… (*Name of Institute/Organisation)’  
Address*

**Concerning Collaboration in the Field of …… (*specifying collaboration field*)**

Dear … (*Contact of Collaborator*)

This LETTER confirms the agreement and the relationship between the XXX-Consortium, represented by the Coordinator and (Name of Collaborator), detailing the responsibilities of collaboration in the field of ……………

The XXX-Consortium and (Collaborator), in the following referred to as “Correspondents” shall indicate their agreement by signature of this LETTER, with the arrangement running until … (*date*).

The XXX-Consortium is conducting a research project in the frame of the European Metrology Programme for Innovation and Research (EMPIR). EURAMET e. V. is the dedicated implementation structure for EMPIR.

The Collaborator has advised the Consortium that their organisation is also active in the relevant field of research and expressed an interest in collaborating with the Consortium.

The collaboration addressed in this letter is complementary to the XXX-Grant Agreement between EURAMET and the XXX-Consortium and shall not be regarded as part of that agreement or vice versa. The Coordinator is acting as the intermediary between the Collaborator and the XXX-Consortium.

# Purpose of Collaboration

The expected relevant activities undertaken by the XXX-Consortium are defined in the attached Annex 1.

The expected relevant activities undertaken by your organisation (the “Collaborator”) are defined in the attached Annex 2.

Sharing appropriate information related to the activities in the field of research would have clear benefits for (Collaborator) and the XXX-Consortium. Therefore, for the collaboration to be meaningful the Correspondents shall endeavour:

1. to perform and fulfil, promptly, actively and on time, all stated intentions, including in particular the submission of sufficient information to each other to enable meaningful reporting of the collaboration conducted under this Letter.
2. to notify each other promptly of any significant problem and delay likely to affect the intended collaboration and to use reasonable endeavours to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.

Any activities under this LETTER shall be subject to the availability of appropriate funds, personnel and other resources. Each party of this LETTER shall bear the costs it will incur in connection with the implementation of this collaboration.

# Confidentiality

A prerequisite for successful collaborating in the field of research specified above is the sharing of information, including but not limited to written documents, data carriers, drawings, devices and software.

The Correspondents may use any information obtained within the activities conducted pursuant to this Letter for the purpose of this collaboration and for non-commercial purposes. The providing correspondent retains ownership of the transferred information.

The Correspondents undertake to treat confidentially all information exchanged under this LETTER which is clearly identified as confidential or which is of a proprietary nature. They shall protect such confidential information against the risk of unauthorised disclosure and undertake

* not to use confidential information otherwise than for the purpose for which it was disclosed;
* not to disclose confidential information to any third party without the prior written consent by the disclosing correspondent;
* to ensure that internal distribution of confidential information shall take place on a strict need-to-know basis; and
* to return to the disclosing correspondent on demand all confidential information which has been supplied including all copies thereof.

The confidentiality and non-use provisions shall not apply to any confidential information which:

* + - is given to EURAMET, the EURAMET Management Support Unit, and the European Commission insofar as needed for the proper carrying out of the contractual obligations in respect of EMPIR;
    - is already known to the receiving correspondent at the time of receipt;
    - is or becomes public knowledge otherwise than through default on the part of the receiving correspondent;
    - must be disclosed by the receiving correspondent pursuant to a legal obligation;
    - is no longer confidential as subsequently informed by the disclosing correspondent to the recipient.

The provisions regarding confidentiality shall terminate three years after the termination of the XXX-project.

# Use of Results

If any results or findings capable of being protected are generated within the scope of the collaboration between the Correspondents in the field of research specified above, the use, the application for protective rights and the exploitation shall be settled in the individual case and by mutual written agreement between the XXX-Consortium and the Collaborator.

The Correspondents agree to respect their individual Intellectual Property Rights.

# Publications

Publications are to be agreed in writing, and the research collaboration is to be clearly referred to.

# General obligations

The Collaborator agrees that EURAMET or anyone acting on EURAMET’s behalf may contact the Collaborator to gather information about the experiences of involvement in the collaboration and any benefits the organisation has gained.

The relationship between the XXX-Consortium and the Collaborator established by this Letter is that of independent collaborators. This LETTER does not create a partnership or agency between the Correspondents.

Either the XXX-Consortium or the Collaborator may terminate this collaboration at any time upon written notice to the other. Activities in progress on the date of such written notice may proceed to completion. In the event of termination, the Correspondents shall remain bound by the provisions regarding confidentiality with respect to any information obtained.

The XXX-Consortium, including the Coordinator shall not be liable to the Collaborator and vice versa for damages caused in the scope of the collaboration unless such damages are caused intentionally or by gross negligence.

Yours sincerely,

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| --- | --- | --- |
|  |  |  |
| Place & Date |  | Signature of the XXX-Coordinator |

The foregoing is accepted by … (*Name of Collaborator*) and therefore in this reply I confirm that this Letter together with its Annexes constitutes the mutual acceptance of the provisions of the foregoing.

Yours sincerely,

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Place & Date |  | Signature of the Collaborator |

Annex 1 (Activities of Consortium)

Annex 2 (Activities of Collaborator)