

Memorandum of Understanding for the European School of Antennas

This Memorandum of Understanding is made among:

DANMARKS TEKNISKE UNIVERSITET (DTU) established in DENMARK – ANKER ENGELUNDSVEJ 1, BYGNING 101A, 2800 KGS. LYNGBY, in the person of their *pro-tempore* legal representative or authorised representative,

HELSINKI UNIVERSITY OF TECHNOLOGY (TKK) established in FINLAND - OTAKAARI 1, 02015 ESPOO, in the person of their *pro-tempore* legal representative or authorised representative,

UNIVERSITE DE MARNE LA VALLEE (UMLV) established in FRANCE - 5 BOULEVARD DESCARTES/ CITE DESCARTES/ CHAMPS SUR MARNE, 77454 MARNE LA VALLEE, in the person of their *pro-tempore* legal representative or authorised representative,

INSTITUT NATIONAL DES SCIENCES APPLIQUEES DE RENNES (IETR) established in FRANCE - 20 AVENUE DES BUTTES DE COESMES, 35043 RENNES CEDEX, in the person of their *pro-tempore* legal representative or authorised representative,

IMST GMBH (IMST) established in GERMANY CARL-FRIEDRICH-GAUSS-STRASSE 2, 47475 KAMP-LINTFORT, in the person of their *pro-tempore* legal representative or authorised representative,

INGEGNERIA DEI SISTEMI (IDS) established in ITALY, S. Piero a Grado, Pisa, Via Livornese, 1019 56010, in the person of their *pro-tempore* legal representative or authorised representative,

UNIVERSITAET KARLSRUHE (UKARL) established in GERMANY - KAISERSTRASSE 12, 76131 KARLSRUHE, in the person of their *pro-tempore* legal representative or authorised representative,

UNIVERSITA' DEGLI STUDI DI ROMA "LA SAPIENZA" (SAPIENZA) established in ITALY -PIAZZALE ALDO MORO 5, 00185 ROMA, in the person of their *pro-tempore* legal representative or authorised representative,

POLITECNICO DI TORINO (POLITO) established in ITALY - CORSO DUCA DEGLI ABRUZZI 24, 10129 TORINO, in the person of their *pro-tempore* legal representative or authorised representative,

UNIVERSITA' DEGLI STUDI DI NAPOLI "FEDERICO II" (UNINA) established in ITALY, Corso Umberto I 80138 NAPOLI, in the person of their *pro-tempore* legal representative or authorised representative,

UNIVERSITA' DEGLI STUDI DI FIRENZE (UNIFI) established in ITALY - PIAZZA SAN MARCO 4, 50121 FIRENZE, in the person of their *pro-tempore* legal representative or authorised representative,

UNIVERSITA' DEGLI STUDI DI SIENA (UNISI) established in ITALY - VIA BANCHI DI SOTTO 55, 53100 SIENA, in the person of their *pro-tempore* legal representative or authorised representative,

UNIVERSITAT POLITECNICA DE CATALUNYA (UPC) established in SPAIN - JORDI GIRONA 31, 08034 BARCELONA, in the person of their *pro-tempore* legal representative or authorised representative,

UNIVERSIDAD POLITECNICA DE MADRID (UPM) established in SPAIN - AVENIDA RAMIRO DE MAEZTU 7, 28040 MADRID, in the person of their *pro-tempore* legal representative or authorised representative,

UNIVERSIDAD POLITECNICA DE VALENCIA (UPV) established in SPAIN - CAMINO DE VERA S/N, 46022 VALENCIA, in the person of their *pro-tempore* legal representative or authorised representative,

CHALMERS UNIVERSITY OF TECHNOLOGY (CHALMERS) established in SWEDEN - 412 96 GOETEBORG, in the person of their *pro-tempore* legal representative or authorised representative,

KUNGLIGA TEKNISKA HOEGSKOLAN (KTH) established in SWEDEN - VALHALLAVAEGEN 79, 100 44 STOCKHOLM, in the person of their *pro-tempore* legal representative or authorised representative,

ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE (EPFL) established in SWITZERLAND, CH-1015 LAUSANNE, in the person of their *pro-tempore* legal representative or authorised representative,

NETHERLANDS ORGANISATION FOR APPLIED SCIENTIFIC RESEARCH (TNO) established in THE NETHERLANDS - SCHOEMAKERSTRAAT 97, 2628 VK DELFT, in the person of their *pro-tempore* legal representative or authorised representative,

THE UNIVERSITY OF BIRMINGHAM (UBHAM) established in UNITED KINGDOM - EDGBASTON, BIRMINGHAM B15 2TT, in the person of their *pro-tempore* legal representative or authorised representative,

THE UNIVERSITY of ZAGREB (UNIZAG) established in CROATIA , Unska 3 HR-10000 Zagreb, Croatia in the person of their *pro-tempore* legal representative or authorised representative,

THE CZECH TECHNICAL UNIVERSITY (CTU) established in CZECH REPUBLIC, Zikova 4 16636 Praha 6 Czech Republic, in the person of their *pro-tempore* legal representative or authorised representative,

CENTRE TECNOLÒGIC DE TELECOMUNICACIONS DE CATALUNYA (CTTC), Established in SPAIN, Parc Mediterrani de la Tecnologia Av. Canal Olímpic s/n 08860, Castelldefels (Barcelona, Spain) in the person of their *pro-tempore* legal representative or authorised representative,

PREAMBLE

WHEREAS the “European School of Antennas” (herein after called “ESoA”) is an innovative model of highly qualified, geographically distributed thematic set of post-graduate courses on the subject of antennas and relevant topics, at advanced level, particularly devoted to doctoral students, held by excellent experts in this field and located in the most prestigious Universities and Research Centers in Europe.

WHEREAS the strategic and scientific objectives of ESoA are to:

- improve the European excellence on antennas;
- complete the individual doctoral *curricula* of students in Electrical and Information Engineering by offering interaction with the best trainers in Europe;
- increase the link between European Universities and Industries in antenna research and development;
- facilitate the interchange of ideas among early stage researchers and teachers, thus increasing the future mobility and synergy.

WHEREAS, the majority of the Parties, having considerable experience in the field of Electromagnetism and Antennas, set up ESoA in 2005 within the framework of a “Network of Excellence” of the sixth framework program of the European Union named “Antenna Centre of Excellence” (with acronym ACE contract number 508009, entered into force on the 1st of January 2004 and ended on the 31st of December 2005).

WHEREAS ESoA has continued its activity within a second Network of Excellence (contract number 026957, with acronym ACE2, entered into force on the 1st of January 2006 with end on the 31st of December 2007).

WHEREAS, the activity of ESoA has continued within the framework of a “Marie Curie Action” of the European Union (contract number MSCF-CT-2006-046042), that covers the period from the 1st of January 2007 to the 31st of December 2009.

WHEREAS, the Parties signed a Memorandum of Understanding of ESoA, effective until the 31st December 2007.

WHEREAS the Parties’s intention is to to update the above Memorandum of Understanding and to extend its duration.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1. DEFINITIONS

“MoU” refers to this Memorandum of Understanding

“Parties” means the legal entities listed above and any other legal entity which will sign in the future this MoU (see Art. 13).

“ESoA Project” means any activity relevant to ESoA implementation and development.

“ESB” means the ESoA Board (see art. 7).

“MCA” means Marie Curie Action.

ARTICLE 2. SUBJECT AND SCOPE

The Parties intend to sign this MoU in order to implement and develop ESoA within the framework of MCA and beyond, with the intention to:

- extend and encourage the participation to ESoA to Parties that are not Contractors of MCA;
- lay down the basis to prolong the ESoA activity even beyond the expiry date of the MCA;
- establish common rules for the attribution and recognition of doctorate credits;
- establish an ESoA Board and an ESoA Leader, setting their competences related to the ESoA activity concerned with the structuring, organization and management of the courses;
- state the “excellence of teaching” as a fundamental principle aiming the ESoA activity.

ARTICLE 3. ESoA EXCELLENCE OF TEACHING

The Parties intend to guarantee the excellence of teaching as a fundamental principle of ESoA activity.

It is, therefore, understood that ESoA will

- ensure high quality and effective teaching that address our students’ professional and research needs, in order to optimise their experience and enable them to exploit their full potential.
- increase the quality and broaden the range of student applications.
- undertake a thorough review and revision of the teaching and learning strategy, in order to address the challenge of maintaining standards, enhancing quality and meeting student needs and expectations at the same time as well as improving research performance.
- monitor and, as necessary, adjust the strategy to deliver the high-level teaching quality.

ARTICLE 4. CREDITS

Each course, that can be held by either a University or a non-University Party of ESoA, shall be provided with a final exam with the attribution of credits on the basis

of the workload performed by the student in each course. The University Parties of ESoA shall recognize within their individual post-graduate programs the credits gained by their doctorate students attending the ESoA courses, provided that the inclusion of the course/courses in the study plan of the student has been approved by the individual doctorate committee. In any case, the student will gain the number of credits granted by the individual doctorate Committee on the basis of the rules of credits attribution applied by the home University.

ARTICLE 5. ADDITIONAL AGREEMENTS

The Parties retain the rights, where appropriate, to define other areas of cooperation under mutual agreement. In this case additional agreements approved by the competent bodies will be entered into.

ARTICLE 6. ROLE OF NON-UNIVERSITY PARTIES

- The Parties will increase the dialogue between University and industries by involving industrial speakers in the ESoA courses.
- The non-University Parties can participate to ESoA activity by taking part to the choice of the course topics and to the organization and teaching of the courses
- The non-University Parties will be available to temporarily host the students in their premises giving access to their facilities. People can attend the school courses even if not belonging to any Doctorate course.

ARTICLE 7. ESoA BOARD AND ESoA LEADER

The collaboration under this MoU will be implemented and coordinated by:

- An **ESoA Board** (ESB) comprising one member representing each Party, appointed by the same Party. Each Party may vary at any time their representative appointed as member of the ESoA Board by delivering a formal notice to the ESoA Leader
- An **ESoA Leader** appointed by the ESB as specified in Article 9, who will be in charge till the expiry date of this MoU, unless a new ESoA Leader is appointed by the ESoA Board by at any time .

ARTICLE 8. INTERIM ESoA BOARD AND ESoA LEADER

The ESoA Board and the ESoA Leader appointed under the previously signed MoU will remain in charge even beyond the expiry date of the above MoU until a new Board and Leader are nominated under this MoU.

The interim ESoA Leader will remain in charge until a new ESoA Leader is nominated by the newly appointed ESoA Board under this MoU.

ARTICLE 9. RULES of VOTING

Each member of the ESB will have one vote and may appoint a substitute to attend and vote at any ESB meeting. Any decision, action, proposal in the ESB will be made preferably by unanimous consent. In any case, meetings will constitute a *quorum* if more than two-thirds (2/3) of the members are present or duly represented by proxy. Decisions will be taken by a number of votes that express the majority of the Parties (strictly higher than “Number of Parties” divided by 2), taking into account votes of members present or duly represented.

ARTICLE 10. COMPETENCES OF ESB AND OF THE ESoA LEADER

The ESB competences are the following:

- Initiating the actions necessary to fulfil the purpose of this MoU.
- Drafting the regulation concerning the organization of the ESoA, and the credits (based on the ECTS scheme) granted by the ESoA courses.
- Finding financial support for the ESoA activity to be collected and administrated by the Party of the ESoA Leader and distributed to the other Parties as appropriate.
- Proposing on the registration fees according to the MCA rules, when applicable.
- Proposing on the political and strategic orientation of ESoA.
- Deciding on the programme of the courses.
- Proposing amendments to this MoU.
- Attempting to settle amicably any dispute arising out of or in connection with this MoU.
- Proposing the accession of new Parties to this MoU.
- Establishing the requirements to deliver the Mention of Excellence (see Article 12).

The competences of **Leader** are the following:

- looking after the implementation of the decision of the ESB;
- collecting any documentation relevant to the school, like reports about each course, and budget planning of each course;
- looking after the collection of financial support granted to ESoA and the distribution of funds to the Parties as appropriate;
- preparing at the end of each year a final document summarizing the overall activity of ESoA to be reported to the ESB;
- performing and coordinating the dissemination activity of ESoA inside and outside Europe;

- organizing groups among the representatives of the ESB to support him/her in performing the above actions.
- making available on VCE the date of the meetings and the meeting agendas, and the relevant minutes of the ESB meeting within 10 days from the meeting date.

ARTICLE 11. ACCESS OF NEW PARTIES TO THE ESoA MoU

Any Party can propose the inclusion of new legal entities as Parties of this ESoA MoU when appropriate for the successful progress of ESoA.

The ESB will vote on the access of the proposed new legal entity according to Article 8. Any legal entity accepted by the ESB, will become a Party after unilaterally signing this MoU by the legal representative or by a duly authorized representative, without the need of signature for approval by all the pre-existing Parties.

ARTICLE 12. GENERAL PROVISIONS

Language: this MoU is drawn up in English, which language will govern all documents, notices and meetings for its performance and application and/or extension or in any other way relative thereto.

Notices: any notice to be given under this MoU will be in writing to the addresses and recipients as listed above, or to any other address that will be duly communicated to the ESoA Leader. Any notice will be deemed to have been served when personally delivered, or, if transmitted by fax, electronic or digital transmission when transmitted provided that such transmission is confirmed by receipt of a successful transmission report and confirmed by mail.

Amendments: amendments or changes to this MoU will be valid only if made in writing and signed by an authorised signatory of each Party.

Termination: this MoU may be terminated at any time by mutual written consent of the Parties.

Withdrawal: any Party may withdraw from the MoU at anytime upon presentation of three-month written notice to ESB. It is understood that a withdrawing Party should meet its own commitments up to the effective date of withdrawal.

Conflict with Laws: nothing in this MoU is intended to conflict with the current mandatory applicable laws including EC Legislation and international Conventions. If a term of this MoU is inconsistent with such laws and regulations, then that term will be considered invalid. However, the other terms and conditions of this MoU will remain in full effect.

Conflict with MCA:

nothing in this MOU is intended to conflict with the provisions of the MCA Contract Number MSCF-CT-2006-046042

ARTICLE 13. SIGNATURE

In order to simplify the signature procedure, each Party will receive the final version of the MoU by e-mail. The University of Siena will be in charge of receiving from each Party the final version of the MoU duly signed. Each Party will sign the pertinent final page and will initial all the pages of the MoU and send the original signed version to the University of Siena,

Prof. Stefano Maci
Facoltà di Ingegneria, Dipartimento di Ingegneria dell'Informazione
University of Siena,
Via Roma 56,
53100, Siena, Italy

Once the University of Siena receives all the signed pages, copy of all the final pages bearing the Signature will be sent to all Parties.

ARTICLE 14. FORMATION AND DURATION

The place of formation of this MoU is to be considered Siena (Italy), where all the signed copies are to be delivered. The MoU will become effective upon signature by all parties, on the day of the last signature. It will remain in effect until December 31 2010.

ARTICLE 15. APPLICABLE LAW AND RESOLUTION OF DISPUTES

This MoU will be governed by the Belgium Law.

Any disputes regarding the interpretation or implementation of this MoU will be resolved by consultation among the Parties in at least two ESoA Board meetings. If the Parties concerned have not reached a settlement of such dispute at the expiration of sixty (60) days after the second meeting, the dispute shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Final Page (Example)

Signed for
(Name of the Institution)

By
(Signature, name and title of the legal representative)

Date