

Letter of Intent

Between :

List of the Parties (Member Institutions):

.....(Name of the Institution),
established in
.....(Postal address),
..... (Country name),
represented by (Name),(Title).

WHEREAS

1. The Parties have developed an institutional collaboration with the RAMSES² Network of Excellence, funded by the European Commission under the 6th Framework Programme. For some of the Parties, this collaboration dates further back. RAMSES² was an extension of the REMSH network, funded by the European Commission under the 5th Framework Programme, and originally composed of twelve partner institutions.
2. The Parties have collaborated in this framework, and now wish to perpetuate this research, integration and dissemination collaboration with a Letter of Intent.
3. The Parties will use the knowledge gained from the work carried out in the framework of the two preceding networks.
4. The aim of the collaboration is to:
 - maintain the identity of the RAMSES² network,
 - pull together knowledge and expertise of the Parties,
 - perpetuate research collaboration between the Parties,
 - establish a forum for the creation and exchange of information,
 - favour the dissemination of the RAMSES² work, notably in terms of publications,
 - facilitate the signature of specific agreements, in the framework of the present Letter of Intent, for specific actions chosen by some or all of the Parties.

THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1 DEFINITIONS

For the purposes of this Letter of Intent, the following terms shall have the following meanings:

- 1.1 *Letter of Intent* shall mean this Letter of Intent, including all its annexes and amendments, which form an integral part of it;
- 1.2 *Collaboration Area*: the Mediterranean Studies, mostly in the field of Social Sciences and Humanities.
- 1.3 *Collaboration Board* shall mean the collaboration board referred to in Article 4;
- 1.4 *Collaboration Programme* shall mean the research, dissemination and integration work that the Parties wish to enhance. They are detailed in Article 2 hereto;
- 1.5 *Contact Person* shall mean the person referred to in Article 3. A Contact Person may change, upon the request of the Party concerned. A letter indicating the name of the new Contact Person will be sent to the Coordinator;
- 1.6 *Coordinator* shall mean the CNRS representative, acting as Coordinator to the *Collaboration Board*. This Coordinator is the former coordinator of the RAMSES² network;
- 1.7 *Party* shall mean a signatory to this Agreement;

ARTICLE 2

COLLABORATION PROGRAMME

This Letter of Intent comes within the scope of the durable integration of the Network of Excellence of RAMSES².

In this intent, the Collaboration Programme comes into effect at various levels in order to perpetuate the partnership:

- 2.1 Carrying on Research Reflection, in particular epistemological reflection, on the basis of the Mediterranean Studies and of the three themes which structured the programme of RAMSES², and applying to calls for Research Programmes and project proposals.
- 2.2 Carrying on collaboration in the framework of the doctoral training as the Parties apply to *Initial Training Network* calls. The initiative was already taken with the "*GenderMed: Gender, Transgressions and Norms in the Euro-Mediterranean*" project (submitted on December 21st, 2009, within the framework of the 7th FP).
- 2.3 Development of a sustainable collaboration in the framework of the publication and edition: this aim would be in a long term to create a 'Ramses² label'.
- 2.4 Development of two transverse tools resulting from work of RAMSES²: the Dictionary of the Mediterranean (*DicoMed*) and the Networking of Libraries on the Mediterranean Area (*BibMed*).
- 2.5 A durable integration in the form of numerical tools gathered in a technical platform called "Digital Centre of the Mediterranean" thanks to numerical tools as *BibMed*, *MediaMed*, *DicoMed*, and others that would be added.
- 2.6 The EuroMed Pole of the *Maison Méditerranéenne des Sciences de l'Homme* commits itself to play a consulting and expertise role within the framework of projects supported by a Party.

ARTICLE 3

CONTACT PERSONS

- 3.1 Each Party shall appoint a Contact Person to represent it on the Collaboration Board and to carry out the tasks set out in Article 3.2. A Party replacing a Contact Person shall inform the Coordinator, by letter.
- 3.2 The responsibility of the Contact Person shall be in particular to:

- a) act as a point of contact between the Party having appointed him/her and the Collaboration Board;
- b) participate in the Collaboration Board's reflection and work, to be carried out under this Letter of Intent

ARTICLE 4 **COLLABORATION BOARD**

- 4.1 The Collaboration Board shall be constituted of all the Contact Persons and shall be chaired by the Coordinator.
- 4.2 The Collaboration Board's decisions shall be taken by a simple majority vote of Contact Persons. Each Party shall have one vote. The two third majority of the Collaboration Board shall constitute a quorum for any decisions by the Collaboration Board.
- 4.3 The Collaboration Board shall meet or shall exchange information via electronic means (email, teleconferences or phone conferences) and shall be led by the Coordinator. The meetings shall take place only if the financing is found by each Party.
- 4.4 The Collaboration Board shall:
 - a) monitor the execution of this Letter of Intent and address all issues which may arise in relation thereto, including the making of decisions when required
 - b) decide on applications by third parties who wish to be signatories of, and/or co-operate with the Parties under this Letter of Intent
 - c) terminate this Letter of Intent if it considers it appropriate
 - d) consider a Party's request for assignment of or withdrawal from this Agreement
 - e) consider that closer cooperation between Parties of this Agreement must be carried out, and in this case, specific agreements will be signed by the legal representatives of these Parties.

ARTICLE 5 **INTELLECTUAL PROPERTY**

This Agreement does not raise a priori intellectual property issues. In the event that such issues would arise, the parties will consult to reach a specific agreement taking into account all matters of intellectual property.

ARTICLE 6 **CONFIDENTIALITY CLAUSE**

All the Parties shall commit themselves not to reveal any confidential information concerning the activities undertaken by the Collaboration Board, which they could collect at the time of their duties in this collaboration.

ARTICLE 7 **ENTRY INTO FORCE / DURATION**

7.1 This Agreement shall enter into force upon 1 June 2010.

7.2 A third party wishing to become a Party shall inform the Collaboration Board in writing. The Collaboration Board shall consider such application for accession in accordance with Article 4.4(c). In the event that the application is accepted by the Collaboration Board, the third party shall sign an Accession Agreement (as provided in Annex 2) and the Coordinator shall update Annex 1.

ARTICLE 8 **DISSOLUTION**

The Collaboration Board shall be entitled, by a two thirds majority, to terminate this Letter of Intent.

Signature

ANNEX 1
Contact Persons

The Contact Persons for the Parties implicated in this Letter of Intent are:

ANNEX 2

Agreement for Accession to the RAMSES² Letter of Intent

to be signed by the party, thus becoming signatory and member of
this Agreement

[name of third party (legal entity)], represented for the purpose hereof by [name and title of person written out in full (person legally authorised to act on behalf of the legal entity)] acting as its legally authorised representative, hereby consents to become a Party to the RAMSES² Letter of Intent and accepts the conditions set out herein, as from the signature of the Agreement for Accession by [name of third party] in accordance with Article 7.2.

Done in 2 copies

Name of Legal Entity *[name of Party]*

Name of legally authorised representative *(written out in full)*

Title of legally authorised representative

Signature of legally authorised representative

Date