



European Doctoral Programmes on Metamaterials
(EU Ph.D. Programmes on Artificial Electromagnetic
Materials and Metamaterials)

**AMENDMENT NO.1 TO
MEMORANDUM OF UNDERSTANDING**

This Amendment No.1 to the Memorandum of Understanding is made between:

1. Helsinki University of Technology (hereinafter referred to as TKK) established in Finland whose registered office is at PO Box 1000, 02015 HUT Helsinki
2. University of Science and Technology of Lille (hereinafter referred to as Lille) established in France whose registered office is at Cité Scientifique, 59655 Villeneuve d'Ascq
3. Université Catholique de Louvain, (hereinafter referred to as UCL) established in Belgium whose registered address is Place de l'Université, 1, 1348 Louvain-la-Neuve
4. Universidad del País Vasco / Euskal Herriko Unibertsitatea (hereinafter referred to as UPV/EHU) established in Spain whose registered office is at Barrio Sarriena s/n, 48940 Leioa
5. Bilkent University (hereinafter referred to as Bilkent) established in Turkey whose registered office is at Bilkent, 06800 Ankara
6. Universidad Publica de Navarra (hereinafter referred to as UPNa) established in Spain whose registered office is at Campus Arrosadia, E-31006, Pamplona (Navarra)
7. University of Glasgow (hereinafter referred to as U. Glasgow) established in the United Kingdom whose registered office is at University Avenue, Glasgow G12 8QQ
8. St. Petersburg Electrotechnical University (hereinafter referred to as ETU) established in the Russian Federation whose registered address is at Prof. Popov St., 5, 197376 St. Petersburg
9. Ecole Polytechnique Fédérale de Lausanne (hereinafter referred to as EPFL) established in Switzerland, whose registered address is LEMA-EPFL, Station 11, CH-1015, Lausanne
10. University of Warsaw (hereinafter referred to as UW) established in Poland whose registered office is at Krakowskie Przedmiescie 26/28, 00-927 Warsaw

11. University of ROMA TRE - Dept. of Applied Electronics (hereinafter referred to as ROMA TRE) established in Italy whose registered office is at Via della Vasca Navale, 84, 00146 Rome
12. Loughborough University (hereinafter referred to as LOUGH) established in United Kingdom whose registered office is at Ashby Road, Loughborough, Leicestershire LE11 3TU
13. University of Siena (hereinafter referred to as UNISI) established in Italy whose registered office is at Banchi di Sotto 55, 53100 Siena
14. Universitat Politecnica de Catalunya (hereinafter referred to as UPC) established in Spain whose registered office is at Jordi Girona 31, 08034 Barcelona
15. The Queen's University of Belfast (hereinafter referred to as QUB) established in the United Kingdom whose registered office is at Lanyon North, University Road, Belfast, BT7 1NN
16. Université Paris-Sud, (hereinafter referred to as UPS) established in France whose registered office is at 15 avenue Georges Clémenceau – 91405 ORSAY CEDEX
17. Universitat Autònoma de Barcelona (hereinafter referred to as UAB) established in Spain whose registered office is Campus UAB, 08193, Bellaterra (Barcelona)
18. Institute of Electronic Materials Technology (hereinafter referred to as ITME) established in Poland whose registered office is at ul. Wolczynska 133, 01-919 Warszawa

hereinafter individually or collectively referred to as a "Party" or the "Parties".

WHEREAS

- A. Most of the Parties have created the METAMORPHOSE Association Internationale Sans But Lucratif (hereinafter the "AISBL"), registered in Brussels, Belgium on 10 May 2007.
- B. The Consortium of EU Doctoral Programmes on Metamaterials ('EUProMeta') is part of the AISBL, and acts as its enabling body for EU Doctoral activities as described in article 4 of the Internal Regulations of the AISBL, dated 13 March 2007.
- C. The Parties wish to add, modify or supplement certain articles of the Memorandum entitled 'European Doctoral Degree Programmes on Metamaterials – Memorandum of Understanding' and dated 15 April 2005.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Article 1: Definitions

Words and expressions defined in the Consortium Agreement for the METAMORPHOSE Network of Excellence (EC Contract no. NMP3-CT-2004-500252) and/or the Statutes and Internal Regulations of the AISBL shall have the same meaning in this Memorandum, with the exception that only those institutions listed above are considered as Parties to this Memorandum.

SECTION A. SUBJECT, PERFORMANCE AND DURATION

Article 2: Subject and scope

- 2.1 The subject of this Memorandum is to specify with respect to the European Doctoral Degree Programmes on Metamaterials (hereinafter the "EUProMeta" or the "Project") the organisation of the work between the Parties and the management of the Project; to supplement the provisions of the Consortium Agreement for the METAMORPHOSE Network of Excellence in respect of the Project; and to set out any other rights and obligations of the Parties related to the Project, but not conflicting with those of the Statutes and Internal Regulations of the AISBL.
- 2.2 For the avoidance of doubt, the rights set forth in this Memorandum shall only extend to the Parties hereto in their own legal personality and capacity and shall not extend to any third persons or parties even if such third party should be an affiliate of a Party. No special rights or status are recognised for affiliates of Parties, which are not Parties to this Memorandum in their own right. Unless provided otherwise in this Memorandum or by mandatory law, no such rights may be assigned by a Party to a third party without having obtained prior written agreement from all other Parties.
- 2.3 The Parties intend to promote excellence in teaching as a fundamental principle of the Project. This teaching will be carried out by means of seminars, short courses or workshops (hereinafter the "Schools") organised by one or more Parties at European locations to be agreed by the Parties.
- 2.4 The Schools will reflect or anticipate the state-of-the-art of research and professional activities, including the latest developments at international level, in order to improve the career prospects, skills and experience of the participants. The Parties will make all reasonable efforts to provide a high quality of teaching by undertaking a thorough review and revision of the Schools' teaching and learning strategy, in order to address the challenge of maintaining standards, enhancing quality and meeting attendees' needs and expectations, whilst improving knowledge and research skills. Where necessary, the Parties may adjust this strategy to deliver the highest standard of teaching.

Article 3: Nature of collaboration

- 3.1 This Memorandum is entered into among universities and research institutes belonging to the EUProMeta, listed as Parties.
- 3.2 The Parties shall form a Steering Committee to manage the EUProMeta (the Project).
- 3.3 Each Party shall nominate a representative or proxy (hereinafter the "Delegate") to serve in the EUProMeta. A Steering Committee is elected from amongst the Delegates for a period of 2 years, with the possibility of re-election. They are voted by all the Delegates (in accordance with Article 3.5.). A chairperson (hereinafter the "EUProMeta Coordinator") shall be elected from among the Delegates, to serve for a period of three (3) years, with the possibility of re-election. The Coordinator after consultations with the Delegates shall propose candidates for election to the Steering Committee. The EUProMeta Coordinator should be a Full Member of the AISBL and a majority of the Steering Committee members should be Full or Associate Members of the AISBL.
- 3.4 Meetings of the Delegates or of the Steering Committee will be considered quorate provided that at least the majority of the Parties are present or duly represented by proxy.
- 3.5 Each Party shall have one (1) vote. Decisions will be taken if voted by a simple majority of the Parties, taking into account votes of the present or duly represented Parties. Elections should be scheduled at least 10 days in advance.
- 3.6 If in the opinion of the Parties, the EUProMeta Coordinator and/or the Steering Committee cease to be effective, four (4) or more Parties may instigate a vote of a new EUProMeta Coordinator and/or Steering Committee.

- 3.7 Any new member shall be admitted to the EUProMeta after voting by the Steering Committee in accordance with Article 3.5. The new member shall become a Party upon signature of this Agreement by their duly authorised representative, to be counter-signed by the EUProMeta Coordinator on behalf of the Consortium.

Article 4: Duration of the EUProMeta (the Project)

- 4.1 The duration of the Project is hereby defined as forty-eight (48) months starting on 1 June 2005 and ending on 31 May 2008.
- 4.2 This Memorandum shall continue in full force and effect:
- (i) until the fulfillment of the Memorandum and complete discharge of all obligations for the carrying out of the Project; or
 - (ii) until terminated earlier in accordance with articles 38 or 39 of the Consortium Agreement for the METAMORPHOSE Network of Excellence.
- 4.3 The Project may continue beyond the current termination date of 31 May 2008, on a bi-annual basis by the written consent of the Parties. The EUProMeta Coordinator should initiate a vote on any extension not later than one (1) month prior to the current termination date.
- 4.4 Any continuation of the Project beyond 31 May 2008 will be under the auspices of the AISBL, as further described in Article 14.

Article 5: Force Majeure

- 5.1 The Parties agree to the definition of Force Majeure and its consequences with respect to the Parties' rights and obligations in case of Force Majeure, as described in the Consortium Agreement for the METAMORPHOSE Network of Excellence.
- 5.2 A Party shall promptly notify in writing the EUProMeta Coordinator of any Force Majeure that may affect the fulfillment of its obligations under this Memorandum.

SECTION B: EUROPEAN CREDIT TRANSFER SYSTEM AND THE EU SCHOOL ON METAMATERIALS

Article 6: Mutual Credit Acceptance (Integration at EU Level)

- 6.1 Each university shall conduct Ph.D. programmes and award Ph.D. degrees according to its own rules and specifications. Where a participant in a School is enrolled in a university belonging to the EUProMeta, that university (the "Home University") shall be the awarding institution for the Ph.D.
- 6.2 Where appropriate to the Home University, a student may earn credits according to the European Credit Transfer System (ECTS), through their participation at School events organised by the Parties. The number of credits released by the Schools together with other details are specified in the Addendum II "Guidelines on the implementation of Schools".
- 6.3 In order to earn credits, each participant should have attended at least 95% of the classes provided by a School.
- 6.4 At the end of each School the participants will be presented with a signed certificate of attendance indicating the number of Credits earned.

- 6.5 The doctoral committee of the Home University may consider the Credits proposed in the certificate of attendance presented to the participant. The Home University may decide to adjust (either increasing or decreasing) the number of Credits stated in the certificate of attendance, in order to match the assessment criteria of the Home University.

SECTION C: MENTION OF EXCELLENCE

Article 7: Programme leading to the 'EU Mention of Excellence in Metamaterials'

- 7.1 Ph.D. students enrolled in universities belonging to the EUProMeta may in addition to the standard Ph.D. requirements of their Home University be eligible for the "EU Mention of Excellence in Metamaterials for Ph.D." provided that they satisfy the requisites listed in Addendum I. These include a period of not less than three (3) months in total spent conducting metamaterials research in the laboratories of a Party (the "Hosting University") that is not the Home University.
- 7.2 Postdoctoral researchers are also eligible for the "Mention of Excellence in Metamaterials" with the requirements specified in Addendum I. These include a period of not less than three (3) months in total spent conducting metamaterials research in the laboratories of a Party (the "Hosting University") that is not the Home University.
- 7.3 While present in a Hosting University the Ph.D. student or the Postdoctoral researcher will be supervised by the Delegate employed by the Hosting University or by another appropriate person in that institution, nominated by the Delegate. In the latter case, the substitute supervisor should be a researcher recognised by the Parties.
- 7.4 For the award of the EU Mention of Excellence in Metamaterials, a certain number of Credits must have been gained from the Schools, as indicated in Addendum I. The Schools shall be organised by the EUProMeta at various locations that are decided and planned annually in accordance with Addendum II.

Article 8: Award of the Mention of Excellence

- 8.1 The EU Mention of Excellence in Metamaterials is awarded by the Steering Committee on behalf of the Parties.
- 8.2 Applications for the EU Mention of Excellence in Metamaterials for Ph.D. must be sent to the EUProMeta Coordinator at least one (1) month before the candidate's final Ph.D. dissertation is examined. The application must document the attainment of all the requisites listed in Addendum I.
- 8.3 The Steering Committee shall evaluate the application and will inform the candidate of the result of the evaluation within one (1) month of the date of receipt.
- 8.4 The award of the Mention of Excellence shall take the form of a certificate from the EUProMeta stating that the awardee has satisfied all the requirements.

SECTION D: FINANCIAL PROVISIONS

Article 9: Funding and costs

Funding and costs, if any, relating to a School participant's stay in a Hosting University shall be regulated by means of a written agreement between the Hosting University and the Home University.

SECTION E: GENERAL CONTRACTUAL PROVISIONS

Article 10: Interpretation and implementation of the Memorandum

- 10.1 The law of Belgium shall govern this Memorandum.
- 10.2 If any conflict is identified between this Memorandum and the studentship regulations of a Party, the studentship regulations of that Party shall take precedence over this Memorandum.

Article 11: Language

The language of this Memorandum is English, which shall govern all documents, notices and meetings for its performance and application and/or extension or in any other way relative thereto.

Article 12: Settlement of Disputes

- 12.1 The Parties shall endeavour to settle any dispute amicably.
- 12.2 In the event of any dispute, difference, controversy or claim arising out of or in connection with this Memorandum, the Parties will first attempt to settle such dispute by consultations in at least two (2) minuted meetings on the subject. The last meeting shall be attended by the Delegates of the respective Parties who shall thereafter present the case to the other Delegates at a special meeting of the Steering Committee. The Steering Committee's decision shall be final and binding on the Parties concerned.
- 12.3 In the event of any dispute, difference, controversy or claim arising after the Project has finished, the matter will be settled by a meeting of the respective Parties' authorised representatives. If the Parties concerned cannot reach agreement, the matter will be referred to an independent arbitrator whose decision shall be final and binding on those Parties.

Article 13: Confidentiality

- 13.1 In respect of all and any information in whatever form or mode of transmission which has been explicitly marked as "confidential" by a disclosing Party (the "Disclosing Party"), the Receiving Party or Receiving Parties hereby undertake(s) for a period of five (5) years unless a shorter period is indicated by the Disclosing Party from the date of disclosure of the information:
 - (i) not to use such information otherwise than for the purpose for which it was disclosed;
 - (ii) not to disclose such information to any third person without the prior consent by the Disclosing Party;
 - (iii) that internal distribution of information by a Receiving Party shall take place on a strict need-to-know basis;
 - (iv) that such information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorised by the Disclosing Party;

The Receiving Party shall be responsible for the fulfilment of the above obligations on the part of its employees and/or eventual subcontractors and shall ensure that its employees and/or eventual subcontractors shall be respectively obligated, as far as legally possible, during and after the end or after the termination of employment and/or subcontracting.

- 13.2 The Receiving Party shall not be liable for disclosure or use of confidential information, if and in so far as without breach of this provision:
- (i) it is in or comes available to the public at any time from a source other than the Disclosing Party; or
 - (ii) it is released for disclosure by the Disclosing Party; or
 - (iii) it is fully received from third parties; or
 - (iv) it is, at any time, developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or
 - (v) was already known to the Receiving Party prior to disclosure; or
 - (vi) it is disclosed to comply with the law or legal process to which the Receiving Party is subject and the Receiving Party has exercised its best efforts to obtain reliable assurance that confidential treatment will be accorded to the information disclosed within that process.
- 13.3 This Agreement is automatically enforced toward and for new Parties that join the Project from the date of signature of this Agreement by the new Party.
- 13.4 The expiration or termination of this Agreement shall not relieve the Parties of any rights or any obligations that have arisen under this Article during the term of this Agreement.

Article 14: Interaction with the AISBL

- 14.1 Content and activities of the Schools shall be agreed between the EUProMeta Steering Committee and the General Assembly of the AISBL.
- 14.2 The budget for the Schools forms a constituent part of the overall AISBL budget, to be discussed and agreed with the General Assembly of the AISBL once a year. Parties that are not members of the AISBL shall have the right to participate in preparing budget proposals for the EUProMeta, but not to vote on the proposals in the General Assembly of the AISBL.
- 14.3 Once the annual budget for the Schools has been agreed it shall be managed by the Steering Committee or delegated authority on behalf of the Parties.
- 14.4 The Project will have its own dedicated web pages linked to and accessible via the AISBL's web portal. This and other parts of the communications infrastructure of the AISBL shall be used to promote the Project.

Addendum I

Requisites for the 'EU Mention of Excellence in Metamaterials'

The requirements for the award of the "Mention of Excellence in Metamaterials for Ph.D." and the "Mention of Excellence in Metamaterials" are:

I.1 At least three (3) months spent in a Hosting University, engaged in research on the topic of metamaterials.

I.2 At least five (5) Credits* earned at the Schools.

I.3 For PhD students: at least one (1) journal publication in the field of metamaterials jointly authored with a researcher(s) from another Party. At least one (1) more journal publication in the field of Metamaterials not necessarily jointly authored with a researcher(s) from another Party. At least three (3) conference publications in the field of metamaterials. A Ph.D. thesis in the field of metamaterials.

I.4 For Postdoctoral researchers: At least one (1) journal publications in the field of metamaterials jointly authored with a researcher(s) from another Party. At least three (3) more journal publications in the field of Metamaterials not necessarily jointly authored with a researcher(s) from another Party. At least six (6) conference publications in the field of metamaterials.

The Steering Committee may vote to amend the aforementioned requirements for the Mention of Excellence, such vote to be carried by a majority of the Delegates duly present or represented by proxy.

* Credits for the Schools are based on the European Credit Transfer System (ECTS). In ECTS, sixty (60) Credits correspond to the workload of a full-time student during an academic year.

Addendum II

Guidelines on the implementation of Schools

General

- II.1 The Parties shall make reasonable efforts to ensure that a School on a certain topic shall include the most appropriate expertise and lecturers within EUProMeta on that particular topic.
- II.2 Schools will normally be of two (2) or three (3) days duration, or exceptionally up to five (5) days duration, unless there is a special reason to have a different arrangement.
- II.3 Each School should have a title, to be advertised on the EUProMeta and AISBL web sites at least three (3) months prior to the starting date of the School. The final programme should be posted by the facilitator of the School (hereinafter the "School Organiser") on the EUProMeta and AISBL web sites at least two (2) months prior to the School.
- II.4 At the end of each School, questionnaires will be given to the participants in order to receive feedback aimed at improving the structure of future Schools.
- II.5 The Parties shall endeavour to provide up to three (3) travel grants to doctoral students for each School, subject to the annual budget. Occasionally one (1) of these travel grants may be made available to a postdoctoral researcher. The value of each grant will be defined by the Steering Committee for each event. Travel grants may be given to researchers regardless of whether their institutes are Members of the AISBL and/or Parties. Grants will be awarded on merit, following a review by the Steering Committee of applications received by the School Organiser two (2) months prior to the starting date of the School.

Structure and content of Schools

- II.6 Schools with a duration of five (5) days shall normally comprise a minimum of thirty-five (35) hours of classes. They may include final assignments that require a minimum of thirty (30) hours of work. These Schools will count up to three (3) Credits. Five-day Schools with no final assignment count up to one-and-a-half (1.5) Credits. Any significant deviation from this should be agreed in writing by the Steering Committee before the School is advertised.
- II.7 Schools with a duration of three (3) days shall normally comprise a minimum of twenty (20) hours of classes. They may include final assignments that require a minimum of twenty-five (25) hours of work. These Schools will count up to two (2) Credits. Three-day Schools with no final assignment count up to one (1) Credit. Any significant deviation from this should be agreed in writing by the Steering Committee before the School is advertised.
- II.8 Schools with a duration of less than three (3) days shall normally comprise a minimum of sixteen (16) hours of classes. They may include final assignments that require a minimum of twenty (20) hours of work. These Schools count up to one-and-a-half (1.5) Credits. In the case of no final assignment, such Schools will count up to three-quarter (0.75) Credit.

- II.9 In accordance with Article 6.5, a participant should attend at least 95% of the School classes in order to be awarded Credits.
- II.10 It is preferable that each School should have a final assignment to be done in class, towards the end of the School, or at home after the end of the School.
- II.11 Short web-based courses on focused subjects may be delivered via interactive tools. Any request to run such courses should be made to the EUProMeta Coordinator, who will inform the other members of the Steering Committee. Web-based courses shall typically have a duration of one (1) to three (3) hours.

Responsibilities of the School Organiser

- II.12 The School Organiser is responsible to the other Parties for all aspects of the School event.
- II.13 The School Organiser shall collect affiliations, e-mail addresses and contact information of all participants, and forward this information to the EUProMeta Coordinator not later than two (2) weeks after the School.
- II.14 The School Organiser shall ask the lecturers to provide their teaching material in the form of pdf documents (prepared electronically or by scanning hand-written notes). It is the lecturers' responsibility to provide the teaching material to the School Organiser in a timely manner.
- II.15 The School Organiser shall collect the teaching materials and ensure that they are in the style of slide presentations. These slides will be placed on the EUProMeta and AISBL web sites after the School event, and displayed there for at least two (2) weeks. The material should be accessible only to Members of the EUProMeta.
- II.16 The School Organiser shall advertise travel grants on the EUProMeta and AISBL web sites and in flyers. Applicants for travel grants should send their CV to the School Organiser who will forward it to the Steering Committee two (2) months prior to the School. The CV evaluation and selection is carried out by the Steering Committee in conjunction with the School Organiser. The School Organiser will communicate the results of the selection to the applicants.
- II.17 In Schools with a final assignment, the School Organiser shall ask the lecturers to provide the assignment that he/she will eventually distribute to the participants. The School Organiser should set a deadline to receive the assignment from the participants, and a deadline for the chosen lecturers to grade the assignments. However the School Organiser is not to be held responsible for final assignments not submitted by participants, nor for assignments in which grades are not received in time from the lecturers. A School event shall be considered completed when grades are recorded and distributed to the participants and the required documentation is submitted to the EUProMeta Coordinator within the set deadlines. In the case the School Organiser does not receive the above mentioned material in time, from participants and lecturers, he/she can consider the school completed anyway after the set deadline.
- II.18 At the end of each School, the School Organiser should provide the EUProMeta Coordinator with all necessary documentation that is required by the European Commission and/or other bodies as appropriate. This may include a list of the participants, grades awarded, flyer used, final programme with a detailed list of topics and lecturers, and the lecture slides as pdf documents.

Consortium Responsibilities toward the School Organiser

- II.19 The Steering Committee shall support the School Organiser in all matters concerning the organisation of the School, including advertising the School on the EUProMeta and AISBL web sites. It shall provide feedback to the School Organiser in a reasonable time in order to facilitate his/her work. It shall review in a reasonable time all documents provided by the School Organiser.

Financial aspects

- II.20 Each year the Steering Committee shall propose a general financial strategy, in consultation with the AISBL. The yearly budget shall be managed by the Steering Committee or delegated authority on behalf of the Parties.
- II.21 At least three (3) months prior to each School the School Organiser should prepare a budget proposal to be presented to the Steering Committee for approval. The cost of the School is determined by the Steering Committee, in consultation with the School Organiser.
- II.22 Until 31 May 2008, each School lecturer will receive an honorarium of seven hundred and fifty (750) euro, with a maximum of one thousand five hundred (1500) euro per institution in the case of more than one (1) lecturer coming from the same institution. The Party hosting the School event will normally receive an honorarium of one thousand five hundred (1500) euro as a contribution towards the costs of organisation but this amount may be varied in accordance with the approved budget for a particular School. After 1 June 2008, these honoraria will be reviewed on an annual basis.
- II.23 For Schools of up to three (3) days duration it is suggested that no more than three (3) lecturers will come from Parties other than that organising and hosting the School. In some cases, and with prior written agreement from the Steering Committee, lecturers from third parties may be invited to lecture at the School.
- II.24 The School Organiser shall pay all necessary School expenses and travel grants, and be reimbursed after the School is completed in accordance with Article II.18 to this Agreement. However, with the written agreement of the Steering Committee some initial funds may be provided to the School Organiser on the basis of the approved budget. The total amount to be reimbursed shall not exceed this budget. The School Organiser should provide the EUProMeta Coordinator with original documents to prove his/her expenses. Reimbursement shall be made by the AISBL or delegated authority within thirty (30) days after receipt of all proper documentation provided by the School Organiser.