



European Doctoral Degree Programmes on Metamaterials (EU PhD Programmes on Metamaterials)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between:

1. Helsinki University of Technology (hereinafter referred to as HUT) established in Finland whose registered office is at PO Box 1000, 02015 HUT Helsinki, *“the Co-ordinator”*
2. Centre National de la Recherche Scientifique (hereinafter referred to as CNRS) established in France whose registered office is at 2 rue des Cannoniers, 59046 Lille
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. Warsaw University (hereinafter referred to as WU) 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, Leics. 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 INN, UK
16. Chalmers University of Technology / Chalmers Tekniska Högskola AB / (hereinafter referred to as Chalmers) established in Sweden whose registered office is at Kemivagen 9, 41296 Göteborg
17. Université Paris-Sud, (hereinafter referred to as UPS) established in France whose registered office is at 15 avenue Georges Clémenceau – 91405 ORSAY CEDEX
18. Universidad Autonoma de Barcelona (hereinafter referred to as UAB) established in Spain whose registered office is Campus UAB, 08193, Bellaterra (Barcelona)
19. Institute of Electronic Materials Technology (hereinafter referred to as ITME) established in Poland whose registered office is at ul. Wolczynska 133, 01-919 Warszawa

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

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Article 1: Definitions

1. Words and expressions defined in the Metamorphose NoE EC Contract 500252, including its Annex I, have the same meaning in this Memorandum.
2. **However, only the above mentioned institutions are considered as *Parties* for this Memorandum.**

SECTION A. SUBJECT, PERFORMANCE AND DURATION

Article 2: Subject and Scope

1. The subject of this Memorandum is to specify with respect to the Project the organization of the work between the Parties, to organize the management of the Project, to define rights and obligations of the Parties, including, but not limited to, their contribution, liability and indemnification, and to supplement the provisions of the Contract, including those concerning Access rights and to set out any other rights and obligations of the Parties related to the Project, but not conflicting with those of the Contract.
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 recognized for affiliates of Parties, which are not Parties to this Agreement in their own right. Unless provided otherwise in this Agreement or by mandatory law, no such rights may be

assigned by a Party to a third party without having obtained the prior written agreement from all other Parties.

Article 3: Nature of collaboration

1. This agreement is entered into among Universities of the “EU Ph.D. Consortium on Metamaterials”, listed as Parties.
2. The Universities of the Consortium will each appoint one faculty member as Delegate to administer the “EU Ph.D. Programme on Metamaterials”. The assembly of Delegates will form the Committee of the EU Ph.D. Consortium on Metamaterials, with a Convenor elected from amongst the Delegates for a period of 3 years.

Article 4: Duration of the Project

1. The duration of the project is hereby defined as starting on June 1, 2005 and ending on June 1, 2008.
2. A person or entity becomes a Party to this Memorandum upon signature of this Memorandum by a duly authorized representative.
3. This Memorandum shall continue in full force and effect
 - a) until the fulfillment of the Memorandum and complete discharge of all obligations for the carrying out of the *Project* undertaken by the *Parties* under the Consortium Agreement or under this Memorandum, whichever is the later, or
 - b) until terminated earlier in accordance with Articles 38 or 39 of the Consortium Agreement.

Article 5: Force Majeure

1. The Parties agree that the definition for Force Majeure and the consequences with respect to the Parties’ rights and obligations in case of Force Majeure under the Consortium Agreement.
2. A Party shall promptly notify the Executive Committee in writing of any Force Majeure that may affect the fulfillment of its obligations under the Consortium Agreement or this Memorandum.

SECTION B: MENTION OF EXCELLENCE

Article 6: Programme leading to the EU Mention of Excellence in Metamaterials for Ph.D.

1. Each University shall conduct Ph.D. programmes and award Ph.D. Degrees according to its own rules and specifications. Each Ph.D. student entered in the EU PhD Consortium on Metamaterials shall be initially enrolled in any one University of the Consortium, to be called the ‘Home’ University. The Home University shall be the Awarding Institution for the Ph.D. of students enrolled in that Home University.

2. Ph.D. students enrolled in the Universities of the Consortium may in addition to the standard Ph.D. requirements of their Home University be eligible for the “EU Mention of Excellence in Metamaterials for PhD” provided that they satisfy the requisites listed in Addendum I. These include a period of not less than 3 months in total spent conducting research in Metamaterials in at least one partner University other than the Home University, to be called a ‘Hosting’ University.
3. While present in a Hosting University the Ph.D. student will be supervised by the Delegate to the Committee of 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 designated researcher affiliated or recognised by the EU Network of Excellence in Metamaterials.
4. For the award of the EU Mention of Excellence in Metamaterials for Ph.D., a certain number of credit units (see Addendum I) must have been gained from the EU PhD School on Metamaterials. The EU Ph.D. School on Metamaterials is a school on Metamaterials organized by the Consortium itself at various locations that are decided and planned annually; see Addendum II.

Article 7: Award of the Mention of Excellence

1. The Mention of Excellence in Metamaterials is awarded by the Committee of the EU Ph.D. Consortium on Metamaterials.
2. The application for the Mention of Excellence in Metamaterials must be sent by the applicant to the Convenor of the Committee of the EU Ph.D. Consortium on Metamaterials one month before the final Ph.D. dissertation is examined. The application must document the attainment of all the requisites in Paragraph 4 above.
3. The Committee of the EU Ph.D. Consortium on Metamaterials will evaluate the application and will inform the candidate of the result of the evaluation within one month.
4. The award of the Mention of Excellence shall take the form of a certificate from the EU Ph.D. Consortium on Metamaterials stating that the awardee has satisfied all the requirements.

SECTION C: FINANCIAL PROVISIONS

Article 8: Funding and costs

1. The issues concerning funding and costs with respect to students' stay in Hosting Universities will be regulated by an additional agreement. At this stage, these issues will be governed by separate ad hoc agreements between the Hosting University and Home University.

SECTION D: GENERAL CONTRACTUAL PROVISIONS

Article 9: The Agreement

1. Interpretation and implementation of this agreement shall be in accordance with all regulations of the Universities of the Consortium.

Article 10: Language

1. This *Memorandum* is drawn up in English, which language shall govern all documents, notices and meetings for its performance and application and/or extension or in any other way relative thereto.

Article 11: Settlement of Disputes

1. The Parties endeavor to settle disputes amicably.
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 minuted meetings on the subject. The last meeting shall be attended by the Consortium Committee representatives who shall present the case to the Consortium Committee whose decision is final.
3. In the event of any dispute, difference, controversy or claim arising after the Project duration has finished will be settled by meeting of respective Parties' representatives.

Addendum I

Requisites for the EU Mention of Excellence in Metamaterials for PhD

The requirements for the award of the Mention of Excellence in Metamaterials are:

1. At least three months spent in another University of the Consortium engaged in research in the topic of Metamaterials.
2. At least one journal publication jointly authored with a partner belonging to another University part of the Consortium in the field of Metamaterials.
3. At least 5 credit units* earned at the EU PhD Schools on Metamaterials.
4. At least 3 conference publications in the field of Metamaterials
5. The final thesis must be in the field of Metamaterials.

The Consortium Assembly, with a quorum of $\frac{3}{4}$ of all partner organisations, can amend the aforementioned requirements for the Merit of Excellence in Metamaterials if the amendments are approved by a majority of 75% delegates.

* Credit units for taught courses are based on the ECTS Credit scheme.

Addendum II

Structure of the “EU PhD School on Metamaterials

1. The EU PhD School on Metamaterials is organized and coordinated by the EU PHD Consortium on Metamaterials.
2. The School will present annually courses of taught material whose total value of ECTS Credits is based on their duration.