



MEMORANDUM OF COOPERATION FOR EIG CONCERT-JAPAN

1 PREAMBLE

1.1 **Parties and title.** The following parties (the “Members”), the:

- (a) **Agencia Estatal de Investigación (“AEI”)** of the Kingdom of Spain;
- (b) **French National Research Agency (“ANR”)** of the French Republic;
- (c) **Bulgarian National Science Fund (“BNSF”)** of the Republic of Bulgaria;
- (d) **Czech Academy of Sciences (“CAS”)** of the Czech Republic;
- (e) **National Centre for Scientific Research (“CNRS”)** of the French Republic;
- (f) **DLR Project Management Agency (“DLR”)** of the Federal Republic of Germany;
- (g) **Japan Science and Technology Agency (“JST”)** of Japan;
- (h) **Ministry of Education, Youth and Sports (“MEYS”)** of the Czech Republic;
- (i) **National Centre for Research and Development (“NCBR”)** of the Republic of Poland;
- (j) **National Research, Development and Innovation Office (“NKFIH”)** of Hungary;
- (k) **Research Council of Norway (“RCN”)** of the Kingdom of Norway;
- (l) **Slovak Academy of Sciences (“SAS”)** of the Slovak Republic; and
- (m) **The Scientific and Technological Research Council of Turkey (“TÜBİTAK”)** of the Republic of Turkey

intend to continue between them the Partnership known as *Connecting and Coordinating European Research and Technology Development with Japan* (“CONCERT-Japan”), within the framework of the *European Interest Group for Japan* (“EIG”), in its entirety referred to as “EIG CONCERT-Japan.”

1.2 **Background.** EIG CONCERT-Japan is a multilateral partnership for science, technology and innovation research collaboration between European countries and Japan, focusing primarily on the organization of public joint calls and related activities. The partnership began in January 2011 as an ERA-NET project funded by the *European Commission Framework Programme for Research and Technology Development (FP7)* which, after the conclusion of its FP7 phase in 2014, continued under the new EIG framework as EIG CONCERT-Japan, working independently of EU support as a flexible platform for European-Japanese collaboration.

1.3 **Purpose.** The Members intend that this Memorandum of Cooperation (“MOC”) will serve as a common terms of reference of the agreed to aims, activities, terms of operation, financial arrangements and other miscellaneous provisions for this Partnership.

1.4 **Non-binding effect.** The Members intend that this MOC will in its entirety and constituent provisions be legally non-binding and consider this Partnership as being entered into on a voluntary basis and exercised in good faith.

1.5 **Restatement.** The Members intend that this MOC will on its effective date (Section 7.1) supersede the previous Partnership MOC titled *EIG CONCERT-Japan Memorandum of Cooperation for the Planning and Execution of Joint Calls* and be deemed a restatement of that MOC.

2 DEFINITIONS

For the purpose of this MOC, the following terms are defined as follows:

Administrative Group (the “AG”) is defined in Section 5.7.

Call Text means a document created to disseminate Joint Call information, including description of a thematic area, and application, evaluation and support procedures, to potential applicants.

Funding Organizations’ Forum (“FOF”) is defined in Section 4.2(b).

General Meeting is defined in Section 5.10.

Joint Call means a collaborative funding activity based on an agreed Joint Call Text, centralized call management and common review procedure, whereby proposals to conduct joint research are drawn from the research community and selected for support based on agreement between Members.

Member means a signatory funding organization of this MOC, detailed in Section 5.2.

Non-Call Activities is defined in Section 4.3.

Non-Member means any organization which is not a Member of this Partnership.

Observer means any organization which participates in the Partnership under an observer status, as defined in Section 5.6.

Operational Activities is defined in Section 4.4.

Program Secretariat is defined in Section 5.9.

Scientific Committee is defined in Section 4.2(g).

3 PARTNERSHIP AIMS

The Members intend that the following text will serve as a statement of the Aims of this Partnership, as a guiding text for its implementation:

EIG CONCERT-Japan aims to, through collaborative activities in the science, technology, and innovation fields, cultivate scientific excellence for the benefit of society while fostering linkage and network formation between European countries and Japan.

4 PARTNERSHIP ACTIVITIES

4.1 **Activities.** The Members intend to, in order to realize the Aims of this Partnership, organize Activities including Joint Calls, other Non-Call Activities and Operational Activities.

4.2 **Joint calls.** The Members intend to organize Joint Calls, which will be:

- (a) established, in theme, content and other details, by agreement between the Members;
- (b) implemented by a Funding Organizations’ Forum (“FOF”), a group consisting of the Members and Non-Members participating in the Joint Call;
- (c) including the participation of any Member, based on their decision made on a call-by-call basis;
- (d) including the participation of any Non-Member, subject to: (1) the prospective Non-Member satisfying member eligibility criteria (a) and (b) as stipulated in Section 5.4 and (2) a prior Special Decision (Section 5.14) by the Members on a call-by-call basis;
- (e) implemented flexibly as deemed appropriate by the Members, regarding details concerning procedures for call applications, evaluations and research support administration, which are intended to be maintained and changed as deemed necessary;
- (f) organized on an annual basis;
- (g) supported by a Scientific Committee, an independent panel of experts convened to review and make recommendations on which proposals to fund;
- (h) detailed in a Call Text;

- (i) managed by the Program Secretariat (Section 5.9), with assistance as necessary from Members, as detailed in the Terms of Operation (Article 5); and
- (j) funded in accordance with the Financial Arrangements (Article 6).

4.3 **Non-call activities.** The Members intend to, where the opportunity arises, identify and organize Non-Call Activities, including but not limited to thematic workshops, policy seminars, conferences and general exchange of information activities.

4.4 **Operational activities.** The Members intend to organize Operational Activities, including administrative and other activities necessary for implementing Joint Calls and Non-Call Activities, in accordance with the Terms of Operation (Article 5).

5 TERMS OF OPERATION

5.1 **Organization.** The Members intend that the organization of this Partnership will consist of the Members, Observers and the Program Secretariat.

5.2 **Members.** The Members intend that each Member, in order to implement the Activities and realize the Aims of Partnership, will:

- (a) participate in Joint Call establishment and implementation, at least occasionally;
- (b) contribute actively to the Non-Call Activities of this Partnership, within reasonable expectation;
- (c) regularly attend, and potentially volunteer to host, General Meetings;
- (d) participate in decision-making on management issues, the strategic direction and other matters pertaining to this Partnership;
- (e) actively raise the profile of and promote the Partnership activities, where possible; and
- (f) fund some of the Partnership activities, as detailed in the Financial Arrangements (Article 6).

5.3 **Admission of new members.** The Members intend to allow for the admission of Members to this Partnership, subject to the following procedures, stated in order:

- (a) the interested organization communicates its interest in joining the Partnership to the Program Secretariat;
- (b) the Program Secretariat will confirm that the interested organization satisfies the member eligibility criteria (Section 5.4);
- (c) the Program Secretariat will call for a vote by Special Decision (Section 5.14) among the Members on the admission of the organization to the Partnership; and
- (d) if approved, the new Member will be admitted to the Partnership by signing a joinder agreement (Section 7.4) to be attached as an annex to this MOC.

5.4 **Member eligibility.** The Members intend that each Member, at the time of admission to and throughout participation in this Partnership, will:

- (a) constitute an organization adequately capable of funding research in the science, technology and innovation fields carried out within its jurisdiction (a national or subnational region);
- (b) be a public organization eligible to act as a representative of this jurisdiction; and
- (c) belong to 1) Japan or 2) an eligible country of the wider European area¹.

¹ Defined as including Albania, Armenia, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, the Faroe Islands, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Lithuania, Luxembourg, Malta, Moldova, Montenegro, the Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine and the United Kingdom.

5.5 **Member withdrawal.** See Section 7.5.

5.6 **Observers.** The Members intend to allow for the admission of Observers to this Partnership, by Regular Decision (Section 5.13) between the Members, which will have the ability to participate in Non-Call Activities as well as General Meetings as non-voting participants.

5.7 **Administrative group.** The Members intend that the Administrative Group (the “AG”) will consist of JST and any Program Secretariat-hosting Member and be responsible for coordinating administrative activities of this Partnership, including:

- (a) selecting and hosting the Program Secretariat;
- (b) maintaining a public presence, including managing a dedicated website; and
- (c) overseeing various others administrative activities.

Additionally, any Member hosting a forthcoming General Meeting will be a temporary third AG member responsible for working in conjunction with other AG members in organizing such a meeting until it and any related tasks have been completed.

5.8 **Working groups.** The Members intend that, in addition to the AG, the Members may freely create working groups consisting of two or more Members to more effectively organize work towards specific ends of the Partnership.

5.9 **Program secretariat.** The Members intend that a Program Secretariat will be funded by JST, as detailed in the Financial Arrangements (Article 6), and hosted by a Program Secretariat-hosting Member, subject to a separate agreement, to carry out the following activities:

- (a) Joint Call management, including but not limited to preparation, operation and support, Call Text drafting, evaluation procedures and reporting; and
- (b) broader tasks related to supporting the Non-Call Activities and Operational Activities of this Partnership, including but not limited to assisting with General Meetings.

5.10 **Meetings.** The Members intend to convene for General Meetings, in order to make decisions and have discussions related to the Activities of the Partnership, each of which will be:

- (a) confirmed, in terms of date and location, between the Members at the preceding General Meeting;
- (b) attended by an official representative of each Member organization, who will be, in order of preference: (1) a higher-level representative, such as a director, or, if nominated in writing in advance, (2) a non-director representative;
- (c) fulfilling the quorum by having representatives of a majority of the Members attending;
- (d) held at least once per year, in connection with a separately planned physical gathering (such as a workshop) or otherwise; and
- (e) coordinated by the AG.

5.11 **Meeting moderation.** The Members intend that each General Meeting will be facilitated by a moderator to lead the meeting decision-making process and discussion. The moderator role will be filled by, in order of preference: (a) the Program Secretariat, or, if not available, (b) an individual chosen from among the Members at least ten (10) days prior to the General Meeting taking place.

5.12 **Meeting agenda and preparations.** The Members intend that a draft agenda for each General Meeting will be prepared by the Program Secretariat upon the submission of proposals from Members. The agenda will

(a) be circulated, with related documents, among Members at least ten (10) working days prior to the General Meeting taking place and (b) be clearly indicating any agenda items requiring a decision from the Members.

5.13 Regular decisions. The Members intend that Partnership decisions will be made, following discussion and deliberation during a General Meeting, by (a) consensus, or when a consensus cannot be reached, (b) a simple majority as decided by a vote, except for Special Decisions (Section 5.14) and amendments to this MOC (Section 7.3) and subject to vote representation (Section 5.15). A Member absent from a General Meeting may cast a vote in absence on a specific issue by communicating this in writing in advance to the Program Secretariat.

5.14 Special decisions. The Members intend that any Partnership decision which is deemed to be special, including approving the (a) admission of new Members to the Partnership and (b) participation of Non-Member organizations in a Joint Call, will require an affirmative vote from at least two-thirds (2/3) of all Members, regardless of General Meeting quorum fulfillment.

5.15 Vote representation. The Members intend that multiple Members with a national or subnational jurisdiction having or belonging to the same national region will share one and the same vote.

5.16 Written procedure. The Members intend to allow for Regular Decisions and Special Decisions to be made by written procedure, including by letter or email, when doing so through a General Meeting is not feasible. A written procedure will be circulated among the Members by the Program Secretariat and responded to within ten (10) working days, the last date of which will be indicated upon circulation. An absence of a response within these ten (10) working days will be deemed a tacit agreement for Regular Decisions and not for Special Decisions (Section 5.14).

5.17 Meeting minutes. The Members intend that meeting minutes, including an attendance list, list of decisions made and other meeting notes, will be prepared by the Program Secretariat, which will be:

- (a) circulated to Members, in draft form, within ten (10) working days after the conclusion of a General Meeting, for comments and objections from Members;
- (b) responded to by Members, with comments or objections, within ten (10) working days following initial circulation; and
- (c) finalized and again circulated to Members by the Program Secretariat no more than thirty (30) working days after the conclusion of a General Meeting.

6 FINANCIAL ARRANGEMENTS

6.1 Cost bearing principle. The Members intend that costs will be borne by the Member which incurs them, except as otherwise stated in this Article.

6.2 Costs borne by individual members. The Members intend that each Member will be responsible for costs including but not limited to:

- (a) Joint Call research funding as determined in advance on a call-by-call basis, and related administrative costs, of funded projects in the Member's own jurisdiction in accordance with Member's internal rules, budget situation and jurisdictional regulations; and
- (b) Non-Call Activity-related costs involving the Member; and
- (c) participation-related costs, including for travel to and logistics for General Meetings, workshops and other physical gatherings, incurred by the Member's own representatives, including Member organization staff and Scientific Committee members.

Members may volunteer in-kind support towards Activities of the Partnership, such as towards hosting General

Meetings or other events.

6.3 **Costs borne by JST.** The Members intend that JST will be responsible, either directly or via a Program Secretariat-hosting Member (subject to a separate agreement), in addition to the costs referred to in Section 6.2, for the following costs:

- (a) Program Secretariat costs;
- (b) review fees and honoraria payments to evaluators and Scientific Committee members;
- (c) travel costs and honoraria for Scientific Committee chairs; and
- (d) other administrative costs, including for the website.

7 MISCELLANEOUS

7.1 **Effective date and duration.** The Members intend that this MOC will come into operation as of January 1st, 2023 and remain in operation for three (3) years.

7.2 **Extension.** The Members intend that the duration of this MOC may be extended by (a) prior agreement between all the Members or throughout the period of (b) an effective continuation of the Activities of the Partnership beyond the period stated in Section 7.1.

7.3 **Amendments.** The Members intend that this MOC will be subject to amendment at any time upon prior agreement in writing between all the Members.

7.4 **Joinders.** The Members intend that a new party may be formally admitted to the Partnership after fulfilling the requirements (Section 5.3) by signing a joinder agreement, signed by (a) the joining party and (b) a pre-designated Member representative signing on behalf of all the Members, to be attached as an annex to this MOC.

7.5 **Withdrawal.** The Members intend that any Member withdrawing from the Partnership will submit a written notice to the Program Secretariat, who will then report the withdrawal to the other Members without delay. The withdrawing Member will strive to inform the Program Secretariat of an intention to withdraw at least thirty (30) days in advance of the withdrawal date.

7.6 **Termination.** The Members intend that this MOC will be subject to termination at any time upon prior agreement in writing between all the Members.

7.7 **Counterparts.** The Members intend that this MOC will be executed in multiple counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement.

I, the undersigned, on behalf of my organization, do hereby acknowledge and accept the stated intentions reflected in this Memorandum of Cooperation for EIG CONCERT-Japan.

For and on behalf of
NATIONAL RESEARCH COUNCIL
(CNR)
Italy

NAME Prof. Maria Chiara CARROZZA
(Print Full Name)

TITLE PRESIDENT
(Print Title)

DATE ...12 DICEMBRE 2023
(yyyy-mm-dd)

BY.....
(Signature)

