

Letter of Intent

between

Partner 1

address

and

Partner 2

address

and ... (all additional partners)

Preamble

The Parties intend to submit a proposal for an indirect RTD action of the specific programme for research, technological development and demonstration activities for „Integrating and Strengthening the European Research Area (2002 – 2006)“ on ... (e.g. the Thematic Priority 1 „Genomics ...“) and to implement the project in case of an acceptance by the European Commission.

§ 1 State of negotiations

The Parties met before on ... (e.g. „2003/02/24“) for negotiations of a consortium agreement, which shall define the legal issues for the internal relationship between the Parties.

All arrangements that are reached within this letter of intent shall be replaced by the provisions of the consortium agreement. If the negotiations will fail to lead to a consortium agreement the hereinafter under § 3 reached provisions shall continue until ... (e.g. „2007/12/31“).

§ 2 Schedule / Time-limitation

The Parties intend to conclude the negotiations for the consortium agreement on basis of the previous results until ... (e.g. „2003/06/30“). As far as required, a prolongation shall be possible after mutual agreement.

The next meeting for negotiations will take place on ... (e.g. „2003/06/03“) in ... (e.g. „Brussels“).

§ 3 Confidentiality

The Parties commit themselves to treat all information, documents, evaluations, drafts, outlines or technical specifications etc., they have received indirectly or directly in the context of the negotiations about the project as well those of technical, financial or other business nature (in the following called „information“), strictly confidential and will not in any form forward it to third Parties.

Henceforth it is strictly forbidden to the Parties, to use the gained information for another purpose as the preparation of the intended consortium agreement. The confidentiality clause included in this paragraph is not applicable to such information, the Parties have obtained in legally permitted ways from other sources, which has been known in advance or which is evident.

The Parties undertake to make sure that their own employees, representatives or other people, who have the possibility of access to the information, will be bound by the same complete confidentiality clause, as mentioned above.

Each Party that violates one or several of the duties mentioned above is obliged to pay an amount of ... (e.g. „EUR 50,000. -“) fine to the Party harmed by the respective breach of duty as minimum damage in every single case. Regardless of fines paid, the Party concerned remains entitled to claim for further damage caused by the violation of duty.
The obligation of secrecy and confidentiality shall continue after signing the letter of intent or termination of the negotiations until ... (e.g. „2007/12/31“).

§ 4 Termination of negotiations

This letter of intent does not establish an obligation for any of the Parties to sign the intended consortium agreement. The Parties, however, agree that on the basis of the previous negotiation results and the previous good constructive talks a failure of the negotiations shall only be possible if a confident cooperation can not be ensured any longer. Such an occurrence may not be caused by any Party intentionally.

The failure of the negotiations has to be announced in written form (not via e-mail) by a Party specifying the reasons. The Party concerned shall, in turn, have the right to convene a new meeting for negotiations within two weeks in order to eliminate the reasons for the failure.

§ 5 Costs

Each Party bears its own costs accumulated so far in connection with this letter of intent. In particular, these include expenses for travelling, lawyers, investigations, consulting, planning etc.

§ 6 Notifications

All notifications, additions or amendments concerning this letter of intent, must be put in writing to the address of ... (e.g. „Party 1“). The requirement of written notifications is fulfilled as long as the correspondence is transmitted via letter, fax or electronic mail (e-mail).

In the case of interpretation issues with regard to contents and/or wording the English version of this letter of intent shall be binding. Any other language version is not binding and serves for informational purposes only.

All Parties take notice of the fact that the distribution of e-mails or other data via internet is linked with risks. The distribution via internet is permitted unless one Party contradicts this procedure. The protest cannot be notified via internet.

§ 7 Applicable law and jurisdiction

This letter of intent and all obligations of a Party resulting from it, including possible claims of damages due to an illegal conduct are subject to the substantive and procedural law of the country of ... (e.g. „Germany“ – to be chosen with reference to the commitments in the subsequent consortium agreement).

Exclusive jurisdiction for all disputes shall be the residence of Party 1 (depending on the choice of the later coordinator).

Place, Date

Party 1
(name and function)

Party 2
(name and function)

... (all additional Parties)