**6 School pilot – Memorandum of Understanding**

## *This is a template for a simple cooperation agreement outlining what teachers/schools are expected to do in small validation pilots. It has been drafted as a Memorandum of Understanding, i.e. a document which is not meant to have legal consequences. However, where schools or teachers are to be paid, then a more formal agreement might need to be entered into and the document might need to provide for legal dispute mechanisms (see article 9 Governing Law).*

*The template is provided as* ***an example*** *only of the type of contract currently used by EUN Partnership aisbl to cover its relationship with teachers or schools and therefore it is adapted to meet the particular requirements in its country of operation. EUN does not warrant or make any claim that it is complete or will be in any way appropriate or will fit your particular circumstances. It is important that you check with your professional advisers to ensure that the template is suitable and, in particular, that it is compliant with the law and administrative requirements of any territory where it will be used.*

Memorandum of Understanding

This Memorandum of Understanding (“MoU”) is made on XXXXX (“the Effective Date”) between the following parties:

1. **School** / address / represented by
2. **EUN Partnership aisbl** (hereafter referred to as “EUN”); Head office address: EUN Partnership AISBL, Rue de Trèves 61, B-1040 Brussels, Belgium, VAT BE0865.838.331, represented by XY, Executive Director

**1. BACKGROUND**

1. Explanation of the context of the validation pilot - The parties have agreed to cooperate in the establishment of a validation pilot as presented in the Terms of Reference (ToR) (Annex 1).
2. Both School and EUN have agreed that relevant roles and responsibilities will be distributed amongst the two parties as outlined in this MoU.

**2. OBLIGATIONS AND RIGHTS OF PARTIES**

During the MoU term, the school commits to participate to the validation pilot activities as defined in the ToR (Annex 1).

During the MoU term, EUN commits to manage and coordinate the validation pilot as specified in annex 1.

**3. TERM & TERMINATION**

1. Term. This MoU shall begin on XXXX and finish on XXXX.
2. Convenience. Either party may terminate this MoU at any time without any penalty being incurred by giving 60 days prior written notice of such termination to the other party.

**4. FINANCIAL ELEMENTS**

It should depend on the pilot

Several options have to be considered:

1. No financial element involved
2. The payment of a lump sum to the school
3. The payment of a lump sum to the teacher or offering of a training course or the participation to an event to the teacher
4. Mentioning in the MoU that any travel required by EUN will be covered by EUN
5. Providing equipment for the school (in these cases it is recommended to use the School Pilot Model Cooperation Agreement – Appendix 8)

**5. CONTACTS**

## For SCHOOL

XXXXXXXX

## For EUN

Marc Durando, Executive Director, EUN partnership aisbl

XXXXXX, Project Coordinator

XXXX, EUN Senior Advisor

**6. INTELLECTUAL PROPERTY RIGHTS**

EUN shall retain all rights and ownership in all intellectual property rights and similar interests and rights relating to any materials, information and/or other items that the school may supply to it in accordance with this MoU.

**7. ETHICAL CONDUCT**

Both parties agree to carry out this MoU in accordance with the appropriate professional standards and to adhere to fair and ethical business principles including compliance with data protection and privacy laws and regulations which may be applicable in the country where they are registered.

**8. CONFIDENTIAL INFORMATION**

Each Party shall keep confidential and not disclose to any third party nor use such confidential information other than for the purposes of this MoU, any confidential information of the other party which has been disclosed to it under this MoU. In this context, confidential information shall mean any information which if in writing has been marked by the disclosing party at the time of the disclosure as confidential or proprietary or other similar marking or if provided orally or visually, is identified as confidential by the disclosing party at the time of disclosure and confirmed in writing to the recipient party within 15 days of such disclosure.

**9. GOVERNING LAW**

This MoU shall be governed by Belgian law. Any dispute that cannot be settled by amicable means between the parties shall be referred to the appropriate courts in Brussels for resolution.

**SCHOOL**

Signed: on behalf of:

Name (Printed): Date:

Title:

**EUN Partnership aisbl**

Signed: on behalf of:

Name (Printed): Date:

Title:

**ANNEX 1: Terms of Reference of the validation pilot activities**

*Note: Annexes are specific to the validation exercise being carried out, and therefore not included.*