

Memorandum of Understanding

Title of the project:

Client:

The following companies:,, and, hereby enter into an agreement for the purpose of the preparation and submission of a joint proposal for the above mentioned project, as follows:

1. The parties hereto agree to perform the services required to work out a joint proposal and to pursue these services in mutual consent, and exert all efforts to achieve the goal of being awarded the contract.
2. If successful, the present agreement will be superseded by an Association Agreement, which shall remain in effect for the duration of the contract between the Association and the Client, until all rights and duties arising out of this agreement have been settled. This Association shall be based on the provisions of this pre-bidding agreement and the contract with the client.
3. The parties agree to work exclusively together for this project during the entire duration of this agreement. Complete or partial assignment or transfer of interest or shares of orders to other parties cannot take place without the consent of the other party.
4. After award of contract, the parties hereto agree to form an Association Agreement of unincorporated nature for the performance of the work.
5. (Italy) is the Lead Company.
 - The Lead Company shall represent the Association and conduct the necessary negotiations and correspondence as may be required, on behalf of the Association/Consortium. Any decision or agreements binding upon the other parties not contemplated in the Association Agreement or in the contract with the client require the prior approval of the other parties.
 - Role and responsibilities will include:
 - Day to day liaison with the Client
 - Reporting on progress of Contract both to Client and Consortium Partners
 - Provide quality control on reports and project outputs
 - Financial management including requesting advancing, preparing invoices, payments to Consortium Partners etc.
 - Organising and chairing Consortium meetings
 - The Lead Company shall be compensated for administration and management of the project by a management fee of **XX%** of the professional fees.
6. The parties agree to share profit (or loss) accrued as a result of the present agreement and of the subsequent Association Agreement according to the same ratio, provided that the following rules are accepted:

- The best-qualified experts at all times should be assigned to the project and shall prevail and take preference over any other Association Agreement considerations. The proposals for the best experts should come from the Lead company and should be agreed upon, through the most rapid procedures, by the partners.
 - Each individual expert will be hired through the specific partner that is responsible for him/her. Each partner will invoice the Lead Company for their own experts' honoraria (as specified in the financial offer) less **XX%**. The lead Company will invoice the Client the full honoraria of the experts.
 - Reimbursable expenses will be advanced by each partner company. The Lead Company will, upon receiving and verifying the relevant documentation by the partners, request the reimbursements to the Client and then reimburse the Partners accordingly and in full.
 - Payments from the Lead Company to other members of the association shall be effected within **10** working days from reception of corresponding payments from the Client.
7. The parties agree to exert the necessary efforts required to make the experts available to the Association according to the work programme of the proposal and contract with the client.
8. Should the Association win the project, the Lead Company shall open a separate bank account for the specific purpose of the financial management of the project.
9. For the purpose of elaborating the proposal/managing the contract, each party appoints a person, who will be its representative and be responsible for the inputs to the joint proposal. Any matters that do not refer exclusively to one partner or which affect the overall interest of the planned Association Agreement will also be decided by these representatives.
10. Any changes or amendments to this agreement shall be made in writing.
11. The present agreement expires:
- a) When no contract is obtained,
 - b) When no decision on award of contract is made on the part of the client, and the parties unanimously agree,
 - c) When a contract is awarded and this pre-bid agreement is superseded by an Association Agreement.

Date:

Signatures:

For the company:	Name	Position	Signature/date