



College of Europe  
Collège d'Europe



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## MEMORANDUM OF UNDERSTANDING (MoU)

### IN ORDER TO REINFORCE AND DEVELOP COOPERATION BETWEEN

### THE EUROPEAN INVESTMENT BANK (EIB) GROUP AND THE COLLEGE OF EUROPE

Between

The **European Investment Bank Group** (hereafter "EIB"), consisting of the European Investment Bank and the European Investment Fund (hereafter "EIB") represented by *Mr Werner Hoyer - President*

And

**The College of Europe** represented by *Professor Jörg Monar - Rector*

WHEREAS:

- The EIB and the College of Europe share a number of competences and interests in support of the European Union policy objectives;
- The EIB and the College of Europe wish to coordinate and develop their cooperation with a more systematic approach, so as to take full advantage of the existing opportunities for cooperation.

#### **ARTICLE 1** **Objective**

This Memorandum of Understanding covers the areas and scope of cooperation between the EIB and the College of Europe in various areas, existing or newly proposed, in the fields of academic research, teaching, training and other collaboration.

The EIB and the College of Europe intend, subject to their respective mandates, policies and resources, within the context of various initiatives existing or newly proposed, to cooperate in accordance with the terms of this Memorandum of Understanding.

#### **ARTICLE 2** **Forms of cooperation**

The cooperation between the EIB and the College of Europe will include initiatives in specific areas related to:

- EU policies
- EU law
- European economics
- EU external relations and diplomacy
- European interdisciplinary studies



The cooperation between the EIB and the College of Europe could also include initiatives in other areas than the ones defined in the previous paragraph.

The cooperation may be pursued in various forms, such as:

- Research
- Conferences and seminars
- Teaching
- Training and development

### 2.1. Research

- Joint research activities

Joint research activities will be promoted and facilitated to communicate the research activity and interests of staff at both institutions.

- Research of interest to the EIB and the College of Europe

Joint research on topics of interest to the EIB and the College of Europe will be carried out. This initiative could also be extended to identify and promote possible topics for Masters' theses that would be of common interest.

- Participation of EIB staff to research projects by the College of Europe

Where appropriate, the EIB will allow qualified EIB staff to participate (subject to College of Europe approval) in an advisory role to research projects by the College of Europe when the subjects are of interest to them or useful for their professional activities.

- Publications

Where appropriate, the EIB staff could contribute to publications prepared by the College of Europe, based on the internal guidelines for professional work.

### 2.2. Conferences and seminars

- Conferences

The EIB and the College of Europe will promote the participation of their staff to conferences on a reciprocal basis.

- Joint organisation of seminars

The EIB and the College of Europe will organise seminars on topics of common interest.

### 2.3. Teaching

- Teaching at the College of Europe by EIB staff

Already established on an ad hoc basis by EIB staff with the necessary academic qualifications, this activity can be further expanded by mutual agreement.

It could include participating in the teaching of academic courses or guests lectures in areas of competence of the EIB: investment projects and their financing, European policies, economics, law or global issues etc.

### 2.4. Training and development



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- Joint training

The EIB and the College of Europe will sponsor the development of training activities mutually beneficial to College of Europe students and to EIB staff.

- Internships

In the context of the EIB's traineeship programmes, the EIB and the College of Europe will seek to provide the opportunity for short internships by graduated students to pursue a temporary professional or research interest and/or to fill a temporary vacancy after the completion of their studies. Relevant post descriptions provided by the EIB will be advertised within the College of Europe.

As part of an award organised by the College of Europe, the EIB will have the possibility to propose topics for Master's thesis which could result in an internship at the EIB for the award-winning student.

- Recruitment/Placement

The EIB will provide continuous information about job offers under the Graduate Recruitment and Development ("GRAD") programme.

- Training

The EIB staff will be offered the opportunity, particularly newly recruited staff, to attend training provided by the College of Europe, at reduced rates.

Moreover, upon request of the EIB, tailor-made training programmes can be designed and organised by the College of Europe on specific areas of expertise.

- Visits to the EIB

The EIB is available to host a visit by professors and students from the College of Europe, as part of their regular visit to other Institutions in Brussels or in Luxembourg.

## 2.5. Provision common to all forms of cooperation

The parties agree that the details of such cooperation activities will be dealt with in appropriate prior written agreements at the relevant time.

### **ARTICLE 3** **Selection and recruitment**

The EIB and the College of Europe will select, in accordance with their internal rules and procedures, the staff in charge of specific teaching duties that involve both parties and the candidates allowed to participate to the initiatives mentioned in article 2 of this Memorandum.



#### **ARTICLE 4** **Scope**

No clause of this Memorandum of Understanding shall be interpreted as interfering in any way with the respective decision-making processes of the EIB and the College of Europe concerning their own affairs and operations.

#### **ARTICLE 5** **Consultation and communications**

At the request of one of the parties, the other party shall enter promptly into discussions with it on any matter relating to this Memorandum of Understanding.

The EIB created as of January 1st 2012 an internal structure, the EIB Institute, which encourages, supports and sponsors research and education, social innovation and entrepreneurship, Arts and Culture, in support of the EIB's mission to further the objectives of the European Union and its operational strategy. The EIB Institute will, inter alia, handle the relationships linked to the management of this Memorandum of Understanding between the EIB and the College of Europe.

Notices and other communications given in connection with this Memorandum of Understanding shall be sent to the addresses mentioned below:

- for EIB:

Attn. Dean of the EIB Institute  
100, boulevard Konrad Adenauer  
L-2950 Luxembourg

- for College of Europe:

Attn. Rector Prof. Jörg Monar  
Dijver 11  
B-8000 Bruges

No alteration to such addresses shall be valid until it has been communicated to the other party.

#### **ARTICLE 6** **Entry into force and duration**

This Memorandum of Understanding shall enter into force on the day on which it is signed by the two parties and shall remain in force for a term of 5 (five) years unless it is terminated either by mutual agreement or by one of the parties terminating this Memorandum of Understanding by announcing such termination to the other party in writing with twelve months' notice.



## **ARTICLE 7** **Confidentiality**

This clause is intended to be legally binding. The parties agree and acknowledge that both the terms of this Memorandum of Understanding and the discussions relating to the collaborative activity are confidential and neither party will disclose them without the prior written consent of the other party.

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the activities, business or affairs of the other party except as permitted below.

Each party may disclose the other party's confidential information:

1. to its employees, officers, or advisers who need to know such information for the purposes of carrying out this Memorandum of Understanding. Each party shall ensure that its employees, officers, or advisers to whom it discloses the other party's confidential information comply with this clause; and
2. as may be required by law, court order or any governmental or regulatory authority.

No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Memorandum of Understanding.

## **ARTICLE 8** **Intellectual Property**

This clause is intended to be legally binding. Neither party to this Memorandum of Understanding shall use or refer to the name, logo or any other designation of the other party without the prior written consent of that other party.

The parties agree that any intellectual property that is developed as a result of the collaborative activity will be dealt with in appropriate prior written agreements at the relevant time.

## **ARTICLE 9** **Dispute resolution**

The parties shall undertake to provide an amicable solution to any dispute resulting from, or in connection with this Memorandum of Understanding, including the interpretation or application of any clause included herein.

The Parties agree to submit to the exclusive jurisdiction of the Court of Justice of the EU in accordance with Article 272 TFEU.

## **ARTICLE 10** **Amendments**

This Memorandum of Understanding may be amended by mutual written consent between the parties.



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## ARTICLE 11 General

The parties agree that, save as expressly set out in **articles 7, 8 and 11**, the signing of this Memorandum of Understanding does not create any legally binding obligations between the parties. This clause is intended to be legally binding. This Memorandum of Understanding will be governed by and construed in accordance with the general principles of EU law.

The parties hereto have caused this Memorandum of Understanding to be executed in two originals in the English language.

Luxembourg, 26.08/2015

Bruges, 16.08.2015

Signed for and on behalf of the  
EUROPEAN INVESTMENT BANK

Signed for and on behalf of  
COLLEGE OF EUROPE

Werner Hoyer  
President

Jörg Monar  
Rector