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MEMORANDUM OF UNDERSTANDING

BETWEEN

RIGA TECHNICAL UNIVERSITY,

UNIVERSITY OF LATVIA,

UNIVERSITY OF TARTU,

KAUNAS UNIVERSITY OF TECHNOLOGY

AND

VILNIUS UNIVERSITY

The **Riga Technical University** (hereinafter referred to as RTU) represented by the vice rector for academic affairs, Professor Elīna Gaile-Sarkane, **University of Latvia** (hereinafter referred to as UL) represented by the rector, Professor Gundars Bērziņš, **University of Tartu** (hereinafter referred to as UT) represented by the vice rector for academic affairs, Dr Aune Valk, **Kaunas University of Technology** (hereinafter referred to as KTU) represented by the Vice-Rector for Education, Associate professor Kristina Ukvalbergienė, and **Vilnius University** (hereinafter referred to as VU) represented by the pro-rector for studies, Associate professor Valdas Jaskūnas, all together hereinafter referred to as Parties, agree on the importance, benefits and positive regional impact of the development of a joint master's level study programme in the scientific fields of high-energy particle physics and high-energy particle physics instrumentation.

The Parties agree that this Memorandum of Understanding (hereinafter referred to as MoU) expresses the willingness of the Parties to jointly develop and implement, in good faith, a joint master's study programme by the Parties on the basis outlined in this MoU and its annexes.

Article 1 : Parties of this MoU

The Parties of this MoU shall be the five Universities signing this MoU: RTU, UL, UT, KTU, VU. Of the Parties listed, RTU shall be the coordinating party of all the activities undertaken in the attainment of the purpose of this MoU (Article 2). Outside the coordinating role of RTU, all Parties shall undertake the actions in pursuance of the purpose of this MoU in equal stature and in equal standing.

Article 2 : Purpose of this MoU

This MoU defines the cooperation between the Parties in pursuit of the development and implementation of a new joint master's level study programme titled "European Master in particle Physics and Accelerator Technologies for Research and Industry" (EMPATRI), focused on the scientific fields of high-energy particle physics and high-energy particle physics instrumentation. The steps required for the attainment of the general purpose, are outlined in the following clauses of this MoU, as well as its annexes. Any additional steps, activities, responsibilities, and deliverables will be

articulated in a separate written contract, or an amendment to this MoU. Any such documentation will be signed by an authorised representative of each party.

Article 3 : Development of the EMPATRI study programme

The Parties agree to jointly undertake the following actions required for the development of the EMPATRI study programme:

- a. To agree, in principle, on the joint mechanisms, such as the student admission, evaluation, enrolment and diploma award mechanisms of the proposed study programme, outlined in Annex 1 of this MoU, as the deliverable of the on-going Erasmus Mundus Design Measures (EMDM) project No. 101082399 – EURO-HEAPAT-design, with RTU as the coordinating party responsible for the timely submission of the said documentation.
- b. To continue the joint development of the curriculum, outline of which is provided in Annex 2 of this MoU, as well as other aspects of the proposed study programme beyond the expiry of the abovementioned EMDM project.
- c. To jointly develop the project proposal for the next Erasmus Mundus Joint Master's (EMJM) project call period, expected to be opened in February 2025, with RTU as the coordinating party responsible for the collation and timely submission of all the documentation required.
- d. To jointly pursue with best efforts the development, by the appropriate regulatory bodies in the respective countries of each party, of a legal framework allowing for an award of a single joint diploma for the graduates of the EMPATRI study programme.

Article 4 : Implementation of the EMPATRI study programme

The Parties agree, in principle, to pursue the implementation of the EMPATRI study programme as outlined in Annexes 1 and 2 of the MoU, subject to:

- a. A successful bid for the EMJM funding, or the attainment of the required financial resources from any other appropriate source.
- b. The development of an appropriate legal framework allowing for an award of a single joint diploma for the graduate of the EMPATRI study programme.

The Parties agree, in principle, to develop an enforceable and binding Consortium Agreement for the implementation of the EMPATRI study programme, to be signed and enacted if the above conditions (a) and (b) of Article 4 are met.

Article 5 : Financial obligations

This MoU explicitly does not bind any of the Parties to any financial obligations with respect to each other in relation to the purpose of the MoU. Any financial aspects arising shall be subject to other existing agreements or future negotiations, which shall be implemented under a specifically prepared legally binding document or set of documents.

Article 6 : Validity of this MoU

This MoU shall be valid for 5 (five) years from the date of its signature by all Parties. This MoU can be extended at any time by mutual consent and a renewal of the signature by all Parties, upon when the validity of 5 (five) years shall be reset, unless other duration of the validity is stipulated at the time of the renewal of the signatures.

Alternatively, the validity of this MoU shall be terminated upon the signature of a superseding MoU, where such termination shall be explicitly stated, or at the moment of the enactment and coming to power of the Consortium Agreement stipulated in Article 4.

Finally, the termination of this MoU can be initiated by any of the Parties, subject to the agreement of the remaining Parties, whereupon the validity of this MoU shall be terminated no earlier than 1 month after such agreement is made.

Article 7 : Dispute resolution

The Parties shall make their best efforts to resolve any issues or disputes arising via mutual discussions and direct negotiations. Should irreconcilable differences arise, the MoU termination process shall be initiated as discussed in Article 6.

Article 8 : Final provisions

The Parties agree that this MoU is not legally binding and does not, in principle or practice, imply any financial obligations towards each other from any of the Parties. The parties recognize, however, that the success of the attainment of the purpose of this MoU depends on the good will of the Parties and the adherence to the provisions stated in this document.

List of Annexes

Annex 1: Joint mechanisms for the implementation of the joint study programme "European Master's in particle Physics and Accelerator Technologies for Research and Industry".

Annex 2: The overview of the contents and the curriculum of the joint study programme "European Master's in particle Physics and Accelerator Technologies for Research and Industry".

Signatures

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