

**MEMORANDUM OF UNDERSTANDING
CONCERNING
European Platform for Social Sciences and
Humanities (SSH) research relating to Ionizing
Radiation (IR) (SSH IR Platform)**

Between

the **Studiecentrum voor Kernenergie/Centre d'Etude de l'Energie Nucléaire** [also known as the Belgian Nuclear Research Centre], Foundation of Public Utility, SCK•CEN, with its Registered Office in Belgium, Avenue Herrmann-Debroux 40, BE-1160 BRUSSELS and its Operational Office also in Belgium, Boeretang 200, BE-2400 MOL, with enterprise number 0406.568.867 and VAT number BE406.568.867, represented by Professor Eric van Walle, Director-General, and Professor Derrick P. Gosselin, Chairman of the Board of Governors,

hereinafter referred to as "SCK•CEN",

and

University of Exeter, Northcote House, The Queen's Drive, Exeter, EX4 4QJ, United Kingdom;

hereinafter referred to as "Party 1, UOE",

and

MERIENCE SCP, Llimoner, 30, 08734 Olerdola, Barcelona, Spain;

hereinafter referred to as "Party 2, MERIENCE",

and

[Party 3: name, street, registered address],

hereinafter referred to as "[Party 3, acronym]",

etc.

hereinafter collectively referred to as the "Parties" and individually as a "Party":

PREAMBLE

WHEREAS Despite an increased recognition of the need for social sciences and humanities (SSH) research related to ionising radiation (IR), SSH involvement in the field remains limited and uncoordinated. This means that vital knowledge from SSH research can be unrecognised and the opportunity for sharing insight, providing added-value across the domains, and promoting impact, is restricted. Building a more robust role for SSH in IR is imperative. This would open vital opportunities for multiple research communities to integrate social and ethical considerations into IR research, thereby expanding research options, clarifying values, and fostering collaborative approaches to research and innovation.

It is only by enabling SSH research to play a fuller and stronger role through a Platform mechanism that societal perspectives on research relating to IR will be realised. Therefore, the establishment of the SSH IR Platform will ensure that:

- existing and future research, policy and practice, in all areas relating to IR, can better take into account the concerns, values and needs of a wider range of stakeholders, including citizens and communities;
- the findings of social sciences and humanities (SSH) research can be better co-ordinated and also be better integrated in European research and development on IR;
- research relating to IR will be conceived as transdisciplinary and inclusive, integrating technical and non-technical inputs from the start.

There is a need to enable productive synergies, stimulate contact and promote exchange across the SSH fields; stimulate interaction between the SSH communities and technical communities; and to foster exchange among different types of professional and stakeholders. We recognise that there is a diversity of SSH perspectives and methodologies that must be recognised and be mobilised in an inclusive manner in order to promote learning and enable innovation.

WHEREAS Existing and future parties to the Platform aim to continue the relationship they have thus far created through the development of this Memorandum of Understanding (hereinafter referred to as "MoU");

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Now and therefore, on the basis of friendly negotiation and in consideration of their mutual interests, Parties have agreed as follows:

Article 1 – Purpose

The Parties state their intention to bring together, in a step-by-step approach an integrated transnational programme that:

1. will support and maintain the development of an SSH research agenda and provide a source of research capability, methodological input and expert advice on questions relevant to technical research platforms as well as to policymakers, citizens and other stakeholders, across all fields of ionizing radiation.

2. aims for the integration of social sciences and humanities research in the wider research endeavour, in response to policy and institutional calls for more inclusive and transdisciplinary approaches to science, as exemplified by the SSH mainstreaming agenda of research projects, joint research initiatives and EU actions; the responsible research and innovation agenda; and other research policies.
3. stimulates the integration of social sciences and humanities (SSH) in research, practice and policy related to ionizing radiation, including, for example: low dose risk, radioecology, emergency preparedness and response, dosimetry, medical applications, radioactive waste management, nuclear energy production, safety, NORM, site remediation etc. To this end, the platform will structure and enhance dialogue at the European level among the different stakeholders, fostering the sharing of knowledge and information among various disciplines working on aspects of ionizing radiation.
4. will develop a strategic perspective on research needs, including topics that require to be integrated to the Strategic Research Agenda (SRA) of other European Platforms. The SSH platform research agenda will be developed in coordination with the existing technical platforms in the field and will be open to the incorporation of relevant topics in response to demands at different levels: citizens; policy makers; and implementers.
5. by co-ordinating with the technical platforms in the field of ionizing radiation, will enable research to become more reflexive concerning:
 - (1) the social, political, ethical, cultural and historical context within which research is conducted;
 - (2) the rationales, possibilities and limitations of research methods; and
 - (3) the social relevance and possible interpretations of hypotheses.
6. will address **SSH-focused topics** in a set of working groups, some of which, but not all, will align with technical concerns and enable direct interaction between participants in diverse platforms. Working Groups are envisaged to include topics on the social dimensions of: radioactive waste management and disposal; nuclear energy production; decommissioning processes; medical, industrial and research applications; natural radioactivity; etc.

Article 2 - Objectives

The two overarching objectives of the SSH IR platform are:

1. to stimulate, and increase the impact of, SSH research relating to ionizing radiation through integrative approaches that take into account different scientific disciplines, differing worldviews and perspectives of stakeholders;
2. to support the development and maintenance of an SSH research agenda and through this become a source of scientific expertise, methods and advice on SSH matters relevant to technical research platforms, policymakers and stakeholders, across all fields of ionizing radiation.

Article 3 – Scope of activities of the Platform

The platform will build upon a strong foundation of past events, dialogues, funded research activity and an existing network of social science and humanities scholars and researchers. This existing work and network will be further developed and the scope of activity expanded. The platform will provide a means to integrate existing knowledge and lessons learned from projects and other platforms and will use this to identify research gaps and forward-looking research agenda. Dialogue will form a key mode of working, with 'internal' dialogues among the diversity of SSH perspectives represented in the platform and external engagements with a diversity of stakeholders. The aim is to build a 'mutual learning' approach among the range of groups and perspectives involved in platform activity.

Forward plans, target setting, timelines, priorities and budgets will be elaborated during the early phase of foundation and given for discussion among the relevant stakeholders.

From the point of establishment, and building up over time, the platform will:

- cohere a European network of SSH related researchers and organisations working in areas relating to the domain of ionizing radiation;
- build capacity for SSH research relating to all fields relating to ionising radiation;
- bring together SSH researchers with researchers in technical domains, policy bodies etc to develop strategies to address societal concerns and needs related to ionising radiation;
- formulate and subsequently implement an SSH SRA for ionizing radiation research in Europe;
- instigate dialogues with key European bodies such as H2020, Euratom, ...;
- host dialogues with stakeholder groups and institute a 'stakeholder roundtable' as an integral part of platform governance
- promote opportunities for international collaboration and seek funding opportunities for members;
- maintain, improve and share SSH expertise and experience among all interested stakeholders in Europe;
- provide a forum for SSH theoretical and methodological developments and promote opportunities to apply these developments;
- attend to existing as well as new and emerging challenges related to SSH research relating to ionizing radiation;
- offer advice on the integration of social sciences and humanities in to the SRA's, projects and activities of other relevant European platforms;
- improve the awareness and understanding of societal issues and concerns related to ionizing radiation and its applications, among all stakeholders;
- put forward advice to policymakers and other organisations in all fields of ionizing radiation.

Interaction with the technical and other research platforms is foreseen at several levels:

1. The SSH IR Platform will **promote and organise dialogues** with members of all relevant platforms and other stakeholders (e.g. technical professionals, governmental authorities, regulatory bodies, etc.);
2. The SSH IR Platform will **develop mechanisms for feedback** on the SRAs of technical and other research platforms at regular intervals;

3. The SSH IR Platform will **support establishment of reciprocal arrangements** for members of the SSH and the technical platforms to engage in the events and activity of platforms.
4. The organizational structure (see below) will **foster inclusive governance** and comprise membership from technical platforms and other relevant stakeholders (NGOs, public sector).

Article 4 – Form of cooperation

For the time being, the SSH platform will adopt a structure to ensure transparent and efficient operation and be designed to support the platform goals and ethos. The structure will facilitate membership from those with a strong social science and humanities research background and an interdisciplinary outlook, regardless of disciplinary training, as well as the inclusion of relevant stakeholders and non-SSH disciplines.

The Parties may mutually agree upon each form of cooperation.

Representatives of each Party shall be encouraged to visit the other Party or to attend the meetings at times mutually agreed upon. Each Party shall bear its own costs in connection with the execution of such visits, where such visits are possible and the costs associated are reasonable.

Parties may mutually establish a separate legal entity if deemed necessary.

Article 5 – Contact Persons

Each Party shall nominate at least one contact person, who will act as single point of contact through whom all communications with regard to this MoU will be made (hereinafter referred to as "Contact Person(s)").

The Contact Persons will establish the communication channels for the respective Parties, responsible for and involved in the practical arrangements. Each Party shall be entitled to change its Contact Person at any time in written form or by electronic mail. Each Party shall ensure that the Contact Person is replaced by another with equivalent qualifications.

The Contact Persons of the Parties are:

For SCK-CEN:	
Last Name:	Name: Perko
First Name:	Tanja
Title:	dr.
Address:	Boeretang 200, BE-2400 Mol; Belgium
Telephone:	+32 14 33 28 51
E-mail:	tanja.perko@sckcen.be
For University of Exeter	
Last Name:	Molyneux-Hodgson
First name:	Susan
Title:	prof. dr.
Address:	Byrne House, St Germans Rd, Exeter; EX4 4PJ; United Kingdom
Telephone:	+44 1392 724 707
E-mail:	S.Hodgson@exeter.ac.uk
For MERIENCE:	
Last Name:	Martell Lamolla
First Name:	Meritxell
Title:	dr.
Address:	Llimoner, 30, 08734 Olerdola, Barcelona; Spain
Telephone:	+34 664 674 180
E-mail:	meritxell.martell@merience.eu
For [PARTY]:	
Last Name:	
First Name:	
Title:	
Address:	
Telephone:	
E-mail:	

For [PARTY]:	
Last Name:	
First Name:	
Title:	
Address:	
Telephone:	
E-mail:	
For [PARTY]:	
Last Name:	
First Name:	
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Address:	
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Last Name:	
First Name:	
Title:	
Address:	
Telephone:	
E-mail:	
For [PARTY]:	
Last Name:	
First Name:	
Title:	
Address:	
Telephone:	
E-mail:	

The Contact Persons shall meet regularly at their own initiative. The chair and secretariat of the meeting will be assigned by the Party of the country where the meeting takes place.

Article 6 –Organisation and Governance

- 6.1 The President, Vice-president, Secretary and Treasurer are voluntary and will not receive any remuneration. They will be elected at the first General Assembly.
- 6.2 The general assembly will be constituted by the entire body of members of the platform ("General Assembly"). It will be a general governing body and will assemble every two years.
- 6.3 The steering committee is a group of up to 15 individuals elected by the General Assembly for a period of two years ("Steering Committee" of "SC"). The principles of eligibility, (self-) nomination, overall composition, balance of individual and institutional representation, limits on re-election, etc. will be defined by the General Assembly at its first assembly. The SC ensures that the platform conforms to its objectives and performs the activities identified in above.

The SC will promote new ideas, stimulate initiatives and provide guidance to the platform on specific research objectives. It will oversee working group plans and monitor their progress; develop a conflict resolution process and implement this in case of need; and will fulfil other governance duties as specified and as required. Steering committee members are expected to be recognised researchers from the social sciences and humanities fields and membership of SC will reflect the diversity of platform membership perspectives and equality imperatives. Members of the SC will seek funding opportunities for the platform. The SC decides on membership applications.

- 6.4 The platform will engage representatives from academia and the European R&D organizations active across multiple disciplines and domains, as well the existing platforms concerned with topics relating to ionizing radiation (e.g. MELODI, EURADOS, NERIS, ALLIANCE, EURAMED, SNE-TP, IGD-TP and EUTERP). These representatives are the Stakeholders.
- 6.5 Additional Stakeholders can be integrated over time to ensure a sustainable structure for SSH research.
- 6.6 The Stakeholder roundtable plays a key role in platform governance as stakeholder integration is a fundamental part of the platform ethos. The roundtable will include representatives from a diversity of NGO's, industry, non-affiliated citizens and public sector bodies as well as technical platforms, among others, to debate and discuss issues of concern. The goal is to institute a co-production approach to the generation and regular updating of the platform research agenda. The stakeholder roundtable can provide input to research needs based on their knowledge and experience. Participation in the roundtable will occur through several routes, including nomination by platform members, and will be subject to a transparent approval process by the steering committee.

- 6.7 Working groups will be identified by the members' needs and the steering committee. Each group will be organised around a specific research topic / issue / methodological approach, as appropriate, and will develop on behalf of the platform a relevant aspect of the strategic research agenda (including: position statements, policy advice, project proposals, etc.). Working Groups are expected to abide by the Guiding Principles of the platform. An 'incubator group' devoted to generating, identifying or assessing emergent ideas for new working groups will be established.

Working Groups may be proposed in a bottom-up way by a subset of at minimum five platform members, or, in a structured way when a topic has been identified as a priority by the steering committee or the general assembly. Each group's work plan and structure are submitted for validation by the steering committee. The Working Groups will report back to the steering committee on a regular basis to monitor progress and validate the output (internal or public report, position statement, submission of evidence, research note etc.). In principle published Working Groups outputs are in the name of the platform; in emergency contexts when time is of the essence (policy advice in case of radiological incident, etc.) a statement can be published under the name of the working group and is then subject to review by the SC to become a platform publication. The working groups will have an organised dialogue with the stakeholder round table. The General Assembly agenda will include an overview of work done and to be done by Working Groups.

Article 7 – Intellectual property rights and rights of use

- 7.1 Each Party shall remain the exclusive owner of any data, knowhow or information, whatever its form or nature, including any rights such as intellectual property rights (hereinafter referred to as "IP"), that is held by a Party before acceding to this MoU (hereinafter referred to as "Background").
- 7.2 Parties will discuss whether they grant each other access rights to any of their respective Background that is needed to implement any of their respective actions under this MoU or within specific project agreement(s), and will indicate in writing the conditions for such access.
- 7.3 The Parties shall agree on a case-by-case basis on the granting of further rights of use for its respective Background, particularly for purposes outside the scope of the Purpose and after the termination of this MoU. Such rights shall be negotiated in good faith and contain fair and reasonable terms.
- 7.4 All protectable and non-protectable IP generated related to this MoU exclusively by the employees, researchers, research fellows or individuals equivalent to those persons of one Party, are the property of this Party (hereinafter referred to as "Foreground").
- 7.5 Parties agree that licenses on Foreground shall be granted on a case by case basis on conditions to be mutually agreed in writing.

7.6 Foreground that is jointly generated by the Parties shall be held in co-ownership proportionally to their contribution (the "Joint Foreground"). The Parties shall come to separate definitive agreements on the treatment of Joint Foreground, such as the decisions to prepare, file, prosecute and maintain any applications for patent or other protective rights and the responsibility for associated costs and fees.

If one Party decides not to apply for, file, prosecute and/or maintain such patent and/or protective right, such party shall allow the other Party to apply for, file, prosecute and maintain any patent application and protective rights in its name and at its respective costs.

7.7 The Parties agree to grant each other an irrevocable, non-exclusive, worldwide, non-transferable, and royalty-free right of use to each Party's rights in Joint Foreground for academic and non-commercial purposes only. For other purposes (including all commercial purposes) or after the termination of this MoU, a right of use shall be negotiated in good faith and contain fair and reasonable terms.

7.8 The details of each Party's inventors shall be named in any patent each time such a request is consistent with the applicable law of the jurisdiction in which such patent is applied. Each Party shall deal with the possible remuneration of its inventors according to its own internal policies.

Article 8 – Financial obligations

8.1 All the activities under this MoU shall be subject to the availability of appropriate funds and personnel, and to the laws and regulations of the respective countries of the Parties, including but not limited to those relating to the export of information and data.

8.2 The Parties hereto shall be responsible for their own legal and advisory fees and related expenses incurred in connection with this MoU.

Article 9 – Liability

9.1 Either Party (including its personnel, legal representatives and third persons or parties which either Party uses within the objectives of this MoU) shall only be liable to the other Parties for direct damages, regardless of the legal theory they are based upon, in case of willful misconduct or gross negligence.

9.2 Neither Party shall be liable for loss of profit, loss of production or any other indirect or consequential damages or indirect financial losses, regardless of the legal theory they are based upon.

9.3 In any event, the maximum liability of each Party under or otherwise in connection with this MoU or its subject matter shall not exceed five thousand euros (€ 5,000.00).

Article 10 – Confidentiality and Publication

- 10.1 For the purposes of this MoU, "Confidential Information" means any information that relates to the business or affairs of the Party disclosing such information (the "Discloser"), its affiliates, clients or suppliers, including (but not limited to) all technical, commercial, operational and financial information related hereto, and is confidential or proprietary to, about or created by the Discloser, its affiliates, clients, or suppliers, and is disclosed to the other Party ("Recipient"). Confidential information shall be clearly identified in writing as "Confidential" either at the time of disclosure or within thirty (30) days thereafter.
- 10.2 During the Term of this MoU (as defined in Article 9.1 herein) and the sixty (60) months following its termination or expiry, the Recipient:
- shall not use Confidential Information for any purpose other than for achieving the Purpose of this MoU;
 - shall not disclose Confidential Information to any third party except with the prior written consent of the Discloser; and
 - shall make every effort to preserve the confidential nature of the Confidential Information.
- 10.3 The Recipient may disclose Confidential Information to the extent required by law only. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order or other appropriate remedy or waive compliance with the provisions of this MoU.
- 10.4 The Recipient shall only be entitled to disclose Confidential Information to its directors, officers, employees and affiliated companies who have agreed to be bound by confidentiality obligations which are not less onerous than those set out in this MoU.
- 10.5 The confidentiality clauses above shall for the Recipient not apply:
- a. to information that is already in its possession and known to the Recipient prior to disclosure by the Discloser as shown by documentation sufficient to establish such knowledge;
 - b. to information that is developed independently without reliance on the Discloser's information as documented by the Recipient's business records;
 - c. to information that is obtained from a third party with a valid right to disclose it, provided that the third party is not under a confidentiality obligation to the Discloser;
 - d. to information that is publicly available when received, or subsequently becomes publicly available through no fault of the Recipient;
 - e. in response to a lawful subpoena, or other legal process, or direction of any government department or government or industry regulatory agency or body, provided that written notice of any such further disclosure is given to the Discloser as soon as practicable and subject to Article 10.3 herein.
- 10.6 Each Party shall return, destroy or erase all Confidential Information received, without retaining any copies thereof, within 30 days after the termination or expiration of this

MoU, provided that each Party may keep a copy of the Confidential information to the extent this is required by applicable law or stock exchange rules.

- 10.7 Neither the Discloser nor the Recipient will be restricted from presenting at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of their research relating to the Joint Foreground, provided that with respect to the Confidential Information only, the Recipient will provide the Discloser with copies of the proposed disclosure at least 60 days before the presentation or publication date, following which the Discloser may comment on the proposed disclosure and/or object to any portion of the proposed disclosure considered objectionable in that it contains Confidential Information (except research results and methods sufficient for a peer reviewed publication) (hereinafter referred to as the "Objectionable Material") by providing a notice to the Recipient. On receiving such notice, the Recipient will work with the Discloser to ascertain and confirm the validity of the Objectionable Material. Upon such confirmation, the Parties agree to work together to revise the proposed disclosure to remove or alter the Objectionable Material. The Recipient will not be restricted from publishing or presenting the proposed disclosure as long as the Objectionable Material has been altered or removed to the satisfaction of the Parties.

Article 11 – Duration, amendment and termination

- 11.1 This MoU shall enter into force on the date of the last signature by the designated authorized representatives from the Parties and shall remain in force for ten years (the "Term"), unless terminated earlier pursuant to Article 11.3 and 11.4 herein.
- 11.2 Six months before the date of expiration, the Parties shall consult each other in order to decide whether the MoU shall be extended or not, in accordance with the provisions of this article. This MoU may only be amended by written agreement of the Parties pursuant to Article 11.3 herein.
- 11.3 This MoU shall terminate without cause upon early termination notice by either Party, with a six-month prior written notice to the other Party. Such termination shall be without prejudice to the rights which may have occurred under this MoU to either Party up to the date of such early termination.
- 11.4 Articles 7, 8, 9, 10, 11 and 12 of this MoU shall survive termination.

Article 12 – Governing law and settlement of disputes

If any dispute arises out of this MoU the Parties will first attempt to resolve the matter informally through designated senior representatives of each Party to the dispute, who are not otherwise involved with the Project. If the Parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by notice in writing they will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure., using accredited mediators in Belgium.

The Parties agree that any dispute arising out of this MoU will be settled amicably and in accordance with the Belgian Laws.

The Belgian courts of the department Antwerp will be the competent courts concerning any dispute arising out of this MoU.

Article 13 – Miscellaneous

13.1 Change in Circumstances

In the event that any provisions contained herein are declared invalid, illegal or unenforceable by a court of competent jurisdiction due to any change in laws, decrees, regulations or administrative order and affects the commercial basis or the reasonable performance of the objectives of this MoU, the Parties shall negotiate in good faith the modifications to be applied to this MoU as a result of such change.

13.2 Written Form

Modifications and amendments to this MoU shall not be effective unless it is in writing and signed by both Parties. The written form requirement shall furthermore apply to the written form requirement itself as well as to its waiver.

13.3 Force Majeure

- a. Neither Party shall be liable for damages caused by any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to war and other hostilities, explosions, fire, strike, epidemics, riots, earthquake, floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.
- b. Any Party that is prevented by force majeure in performing this MoU shall send written notice of the force majeure to the other Party immediately, but in no case later than 5 (five) calendar days after the force majeure event occurred. Such Party shall specify the events, the measures it has taken and is going to take, as well as the expected duration of the force majeure situation. The notifying Party shall also keep the other Party informed about the developments in the force majeure situation.

13.4 Language

The language of this MoU and of all correspondence and other communication between the Parties shall be English.

13.5 Severability

If any provision of this MoU is, or becomes invalid, illegal, unenforceable or in conflict with the law or any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, the Parties shall, if possible, replace any such provision with a new, valid provision that fulfils as closely as possible the original intent of the provision of concern. The same applies for omissions within this MoU.

13.6 Waiver

Any waiver of any breach of any provision of this MoU will not be binding unless in writing, and will not operate or be construed as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right under this MoU shall operate as a waiver of such right.

13.7 Assignment

This MoU may not be assigned by any Party without the prior written consent of the other Party.

13.8 Entire agreement

This MoU sets out the entire agreement and understanding between the Parties in relation to the subject matter of this MoU and supersedes all previous agreements, arrangements and understandings between them with regard all matters covered by, or referred to in, this MoU.

6. Signature pages

Signature page SCK•CEN

**Professor Eric VAN WALLE
Director-General**

Place:

Date:

Signature:

**Professor Derrick P. GOSSELIN
Chairman**

Place:

Date:

Signature:

Signature page University of Exeter

name

title / function

Place:

Date:

Signature:

Signature page MERIENCE

name

title / function

Place:

Date:

Signature:

Signature page Party 3

name

title / function

Place:

Date:

Signature: