

MEMORANDUM OF UNDERSTANDING

This memorandum is between:

Institute of Food Research representing the "EuroFIR Food Platform: further integration, refinement and exploitation for its long-term self-sustainability" having its registered address at Norwich Research Park, Colney Lane, Norwich, NR4 7UA, UK, represented by Dr Mary Anderson, Head of Contracts, and Mr Paul Finglas, Head of Food Databanks Exploitation Platform, and EuroFIR Nexus Coordinator, hereafter called IFR

and

Centre of Research Excellence in Nutrition and Metabolism, IMR, Belgrade, Serbia represented by Prof Maria Glibetic (Head of Centre of Research Excellence in Nutrition and Metabolism) having its registered address at Tadeusa Koscuska 1, Belgrade, 11000 Serbia,

and

Capacity Development Network in Nutrition in Central and Eastern Europe, CAPNUTRA represented by Prof. Mirjana Gurinović, network Coordinator, registered address at Trnska 3, Belgrade, 11000 Serbia, and

European Food Information Ressource AISBL, representing a non-profit organization under Belgian law, with company register number 811 804 183, comprising other national food database compiler organisations in Europe and worldwide having its registered address at Rue Washington 40, Ixelles, 1050 Brussels, Belgium, represented by Paul Finglas (Managing Director), hereafter called EuroFIR AISBL

and

"Scientific and Technical Non- commercial Partnership "Technological Platform BioTech2030", represented by Dmitrii Kolobov, the Chairman of the Partnership, and Olga Legonkova, the Head of Working Group on Food Biotechnology, having its address at Russia, 119071, Moscow, the 2d Donskoi proezd, 4/1, hereafter called "BioTech2030"

Whereas agrees to collaborate with the European Union's Framework Programme 7 project no 265967 entitled "EuroFIR Food Platform: further integration, refinement and exploitation for its long-term self-sustainability ("EuroFIR Nexus"), coordinated by IFR (hereinafter "the Co-ordinator") and performed by the beneficiaries and 3rd parties of the EuroFIR Nexus Consortium listed in Annex 1 (hereinafter "the Consortium Members" and collectively "the Consortium").

Whereas to facilitate this collaboration both IFR, IMR and the Consortium, and "BioTech2030", will exchange any necessary information in the form of reports and/or other technical documents and know-how, training materials, software (hereafter called "Reports and Technical Documentation"), and assist in the establishment and/or development of the national food database in Russia linked to the Balkan and EuroFIR Food Data Platforms.

The Parties agree upon the following:

- 1) For the purpose of enabling international harmonisation of standards covering food composition data, all information and technical support (but excluding any direct funding) will be supplied directly by IFR, IMR, or by any one of the Consortium Members.
- 2) "BioTech2030 " may not publish in the public domain any Reports and Technical Documentation, or copies thereof received from IFR, IMR, or the Consortium, unless permission is given by IFR and/or IMR, during the term of this Memorandum of Understanding.
- 3) The Reports and Technical Documentation, all copies thereof and all rights thereto shall remain the exclusive property of the disclosing Consortium Member, or the Consortium in the case of Information jointly owned by the Consortium. All original or copies enclosing the reports shall be promptly returned to the disclosing Consortium Member, or the Consortium, as appropriate on receipt of the Consortium's or disclosing Consortium Member's written request.
- 4) The obligation mentioned above shall not apply to any reports and technical documentation which:
 - a) was in the possession of prior to disclosure by Consortium and which was not previously obtained, either directly or indirectly, from the Consortium under confidentiality restrictions;
 - b) was at the time of its disclosure to, part of the public domain by publication or otherwise; or hereafter becomes generally available to the public through no act or failure to act of ;
 - c) was furnished to by any third party as a matter of right without restriction on disclosure;
 - d) is to be disclosed pursuant to the order or requirement of a court, administrative agency or other government body, provided that shall provide the Consortium with prompt notice of such order or related proceeding to afford the Consortium an opportunity to intervene and prevent the disclosure.
- 5) The Consortium and "BioTech2030 " shall use reasonable endeavours to ensure the accuracy of any information, or materials it supplies and promptly to correct any error therein of which it is notified. The "BioTech2030" shall be entirely responsible for the use to which it puts such information and materials provided that the Consortium may rely on the accuracy of any such information or material with respect to the activities of the collaboration.
- 6) "BioTech2030" shall inform the Consortium of any restrictions (e.g. confidentiality) that apply to information or advice provided to the Consortium as part of the collaboration.
- 7) "BioTech2030" shall endeavour to join EuroFIR AISBL as a food composition database compiler organisation/Associate Member for Russia within two years of the date of this agreement.

This Memorandum of Understanding shall begin as of the date of its signature by the Parties and is intended to continue until complete discharge of all obligations resulting from the collaboration.

The obligations of confidentiality herein repeat those provided for under the EuroFIR Nexus Consortium agreement and shall apply for a period of five (5) years after the date of expiration or termination of this Memorandum of Understanding.

This Memorandum of Understanding may be terminated by either Party at any time giving three months' written notice to the other Parties.

This Memorandum of Understanding shall not be legally binding on any of the Parties.

The Parties shall use reasonable endeavours to resolve any disputes arising out of or in connection with this Agreement.

Any modification of this Memorandum of Understanding including its Annex shall be in writing and signed by all Parties. The attached Annex shall become part of this Memorandum of Understanding.

Annex 1 Members of the EuroFIR Consortium

Annex 2 Outline of Technical Collaboration

Signature page follows.

1. On behalf of the Consortium:
Institute of Food Research
Signature



Name Dr Mary Anderson
Title Head of Contracts
Date 30th AUGUST 2013

Signature *Mary Anderson*

Name Mr Paul Finglas
Title Head of Food Databanks Exploitation Platform, and EuroFIR Nexus Coordinator
Date 30/3/13

Signature *P. M. Finglas*

2. Name Prof Maria Glibetic
Title Head of Centre of Research Excellence in Nutrition and Metabolism at Institute for Medical Research, Belgrade, Serbia
Date 03.07.2013

Signature *M. Glibetic*



Name Prof. Mirjana Gurinović
Title Coordinator of Capacity Development Network in Nutrition in Central and Eastern Europe, CAPNUTRA
Date

Signature *Mirjana Gurinović*

On behalf of "BioTech2030"

Name Dmitrii Kolobov
Title Chairman of the Partnership
Date 20-May-2013

Signature



Name prof. Olga Legonkova
Title Head of Working Group on Food Biotechnology
Date

Signature 20.05.2013 *OLG*

ANNEX 1 - Members of the EuroFIR Nexus Consortium

Beneficiaries

Institute of Food Research
EuroFIR AISBL
Foodcon
University College Cork
Wageningen University & Research Centre
British Nutrition Foundation
Danish Food Information
ETH Zurich (only 3103212)
Danish Technical University
Swedish National Food Administration
The Institute of Medical Research
The Swedish University of Agriculture Sciences
VUP Food Research Institute
French Agency for Food, Environmental and Occupational Health Safety
Instituto Nacional de Saúde Dr. Ricardo Jorge, National Institute of Health
National Institute of Health and Welfare
Istituto Nazionale di Ricerca per gli Alimenti e la Nutrizione
International Agency for Research on Cancer
Topshare International B.V.

Third Parties

National Institute of Public Health & the Environment
Istituto Europeo di Oncologia
The Jožef Stefan Institute
Nutriënten Belgie vzw
The Hellenic Health Foundation
National Food and Nutrition Institute
The Health Education and Diseases Prevention Centre
TÜBITAK Marmara Research Centre Food Institute
National Centre of Public Health and Analysis
Max Rubner-Institut, Federal Research Institute of Nutrition and Food
Matis Food Research, Innovation & Safety
Food Centre of Food and Veterinary Service
Institute of Nutrition and Food Technology "José Mataix" The Institute of Nutrition and Food Technology (INYTA), University of Granada (INYTA-UGR)
The University of Vienna
Ian D Unwin Food Information Consultancy
Polytec Nivå
Verein zur Förderung des Technologietransfers an der Hochschule Bremerhaven e.V
Graz University of Technology, Institute of Biochemistry, Functional Food Group
Food and Environment Research Agency
The Norwegian Food Safety Authority
Agricultural University of Athens
University of Helsinki
University of Leeds
External Advisory Board
Prof Arne Oshaug, Oslo and Akershus University College of Applied Sciences. Oslo, Norway

Capacity Development Network in Nutrition in Central and Eastern Europe, CAPNUTRA:

Ministry of Health, Tirana, Albania (Dr. Eralda Mariani)

Institute of Public Health of Federation of Bosnia and Herzegovina, Sarajevo, Bosnia and Herzegovina (Dr Aida Hadziomeragic)

National Center of Public Health Protection, Department of Nutrition, Sofia, Bulgaria (Desyslava Gyirova)

Laboratory for Nutrition Science, Faculty of Food Technology and Biotechnology, Zagreb, Croatia (Dr Zvonimir Satalic)

Croatian Food Agency, Department for scientific support and data bases, Osijek, Croatia (Darja Sokolić-Mihalak dipl. ing. preh. teh.)

Institute of Public Health of the Republic of Macedonia, Skopje (Dr. Zlatanka Dimitrovska, Dr Igor Spiroski)

State General Laboratory Nicosia, Cyprus (Stelios Yiannopoulos)

Nutrition and NutriComp Táplálkozáségszégügyi Bt Budapest, Hungary (Dr. Lajos Biró)

Technical University of Moldova, Chisinau, Republic of Moldova (Dr Lidia Cosciug, Viorica Bulgaru)

Institute for Public Health, Podgorica, Montenegro (Dr Ivana Joksimović,)

National Institute of Public Health, Bucharest, Romania (Dr Camelia Parvan)

Department of Food Science and Technology, Biotechnical Faculty, Ljubljana, Slovenia (Mojca Korošec)

Oslo and Akershus University College of Applied Sciences, Oslo, Norway (Prof Arne Oshaug)

Scientific Secretary of Russian Platform "Food for Life", Moscow, Russia (Dr Olga A Legonkova)

Far Eastern Federal University School of Biomedicine, Vladivostok, Russia (Dr Tatyana G. Dolgova)

Uzhhorod National University, Uzhhorod, Ukraine (Dr Nadia Boyko)

ANNEX 2 – Technical Collaboration

1. IFR, IMR, EuroFIR AISBL and the Consortium, will seek to collaborate with "BioTech2030" in Russia in order to establish and/or develop the national food composition database and electronic dataset in Russia accordingly to the European Food Data Standard and linked to the Balkan and EuroFIR Food Data Platforms
2. IFR, IMR and the Consortium will provide support and technical guidance as necessary but no direct funding for this collaboration.
3. Any training courses, workshops and exchanges will be made available, whenever possible and appropriate, to "BioTech2030" subject to the Consortium's normal evaluation procedures and guidelines.