

**MEMORANDUM OF UNDERSTANDING REGARDING COLLABORATIVE RELATIONSHIP
THROUGH MUTUAL ASSISTANCE IN THE AREAS OF RESEARCH AND EDUCATION IN THE
AREA OF PEDIATRIC INFECTIOUS DISEASES**

BETWEEN

The Penta–Onlus Foundation (“Foundation”) with a registered office at Fondazione Penta Onlus c/o Dip. di Pediatria, Via Giustiniani 3, 35128 Padova, Italia, and acting president, Dr. Carlo Giaquinto

AND

The European Society for Paediatric Infectious Diseases (“Society”) with a registered office at ESPID c/o Kenes International, Rue de Chantepoulet 1-3, PO Box 1726, CH-1211 Geneva, Switzerland, and acting president, Dr. Ronald de Groot

ARTICLE 1: SCOPE OF COLLABORATION

1.1 General Scope. The Society and the Foundation agree to share in developing and realizing research and educational projects in the areas of pediatric infectious diseases and pediatric antimicrobial use across the European Union.

1.2 Specific Activities. Specific activities and programs implemented under authority of this MOU shall be subject to the availability of funds and the approval of the Foundation’s and the Society’s authorized representatives. Potential collaborative projects could include (a) joint educational activities such as organization and conduct of symposia or courses, or development of print or online training materials, (b) joint research activities with Society members, such as development and implementation of clinical or observational trials or development and maintenance of surveillance networks, (c) publication activities related to primary or secondary data collection, or (d) exchange of members for research, lectures, or discussions.

1.3 Separate Agreements. Prior to initiating any specific activity or program, the Foundation and the Society will negotiate and enter into a separate agreement, signed by each party’s authorized signatory, describing the terms of the arrangement, including budgets.

ARTICLE 2: RENEWAL, TERMINATION AND AMENDMENT

2.1 Duration. This MOU shall remain in force for three years from the date of the last signature. Either the Foundation or the Society may terminate this MOU at any time by providing 180 days’ advance written notice to the other party.

2.2 Extension and Renewal. The parties may extend or renew this MOU by agreement, confirmed in a written amendment signed by each party’s authorized signatory.

2.3 Amendment. No amendment to the terms of this MOU will be effective unless made in writing and signed by both the Foundation’s and the Society’s authorized signatory.

ARTICLE 3: GENERAL MATTERS

3.1 Use of Names. Except in promoting the activities proposed in Article 1.2 above among its members, neither party may use the name of the other party in any form of advertising or publicity without express written permission. The parties must seek permission from one another by submitting the proposed use, well in advance of any deadline, to the liaison officers designated in Article 3.3 below.

3.2 Use of Joint Intellectual Property. Any educational materials, data, or other intellectual property jointly produced by the Society and the Foundation under this MOU are not to be shared with external third parties without express written permission. The parties must seek permission from one another by submitting the proposed use, well in advance of any deadline, to the liaison officers designated in Article 3.3 below.

3.3 Notices. Both the Society and the Foundation must give all notices under this MOU in writing via (a) confirmed facsimile transmission, (b) postage prepaid or certified mail with return receipt requested, or (c) commercial overnight carrier. All communications must be sent to the addresses set forth below or to such other address designated by the parties by written notice. Notices are effective upon receipt.

THE FOUNDATION: [Liaison name/title]
 Penta-Onlus Foundation
 [mailing address]
 [telephone]
 [fax]
 [email]
 With copy to: Dr. Carlo Giaquinto, President
 Penta-Onlus Foundation c/o Dip. di Pediatria
 Via Giustiniani 3
 35128 Padova, Italy

THE SOCIETY: [Liaison name/title]
 European Society for Paediatric Infectious Diseases
 [mailing address]
 [telephone]
 [fax]
 [email]

3.4 Binding Obligations. With the exception of Article 2, this MOU is not intended to create any legally binding obligations on either the Foundation or the Society but, rather, is intended to facilitate discussions regarding general areas of cooperation.

3.5 Authorized Signatories. Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

MEMORANDUM OF UNDERSTANDING draft 0.1

FOR THE PENTA-ONLUS FOUNDATION

**FOR THE EUROPEAN SOCIETY FOR
PAEDIATRIC INFECTIOUS DISEASES**

Dr. Carlo Giaquinto, President

Dr. Ronald de Groot, President

Date: _____

Date: _____