



## MEMORANDUM OF UNDERSTANDING

BETWEEN

smeSpire

and

EBPC

### **Description of collaborating organizations**

smeSpire - A European Community of SMEs built on Environmental Digital Content and Languages – is a Support Action funded under the FP7 (Seventh Framework Programme for Research and Technological Development of the European Union), by Directorate General for Communications Networks, Content & Technology (DG CONNECT) under the Grant Agreement n° 296307, represented for the purpose of this MoU by the coordinator of the consortium, Epsilon Italia srl, having its registered office at Via Pasquali 79, 87040 Mendicino (CS), Italy. smeSpire, started the 1<sup>st</sup> of May 2012 and terminating the 30<sup>th</sup> of April 2014, aims at supporting the European SMEs (Small Medium Enterprises) active in the geo-ICT sector to turn the challenges of the INSPIRE EC Directive implementations into business opportunities. One of the main smeSpire resources is the smeSpire Network, presently consisting of 270 European SMEs and 10 non-SMEs (Large Enterprises, Public Administrations, Universities and Research Centers), and continuously growing with new adhesions.

EBPC (European Business Promotion Center) - After years of experience in institutional projects, in Europe and in China, EBPC becomes an European business promotion CENTER in order to develop in China institutional projects and gives European companies the guarantee to be under Chinese Institutions protection, having the same Chinese companies rights.

EBPC objectives are: support European SME to enter in Chinese market, build Chinese "Land" Company, be the brain banks and think tanks for Chinese government, local government and enterprises, be the bridge for European Academic and European Industry, be the management pivot to allocation the European intellectual resources and serve for China economic and social development.

### **Objective and scope**

The scope of this MoU is to establish a framework collaboration agreement between smeSpire and EBPC aimed at exploring further collaboration scenarios between the present and future members of the smeSpire Network and the Chinese geo-ICT stakeholders, belonging to the commercial as well as to the institutional and academic and research domains.

### **Nature of the collaboration**

The Parties will collaborate in the following ways:

- a. Identifying and pursuing any kind of supporting schema, of both financial and not financial nature, enabling to achieve the objective of this MoU, like, for instance, collaborative projects/initiatives co-funded by European and/or Chinese Institutions.
- b. Identifying, pursuing and facilitating the organization of events and other forms of dissemination, enabling the exchange of knowledge and experience between the Parties and the organizations they represent.
- c. Facilitating and supporting further direct agreements between the smeSpire Network members and the Chinese geo-ICT stakeholders.
- d. Identifying, pursuing and facilitating further agreements enabling to achieve the objective of this MoU, with the possibility to involve also other Parties, like, for instance, the CDRI ( CHINA DEVELOPMENT RESEARCH INSTITUTE), the JRC (Joint Research Center, the European Commission's in-house science service), the EEN (Enterprise Europe Network), etc.



**Terms of the agreement**

The agreement shall commence the same day of the last of the two signatures and will terminate the 30<sup>th</sup> of April 2014, which is the contractual termination of the smeSpire project.

Renewal or extension processes may be pursued and put in place in written by the Parties in order to ensure a long term agreement after this termination, also in order to consider eventual legal forms of the smeSpire Network after the project end.

Amendments to this agreement will be negotiated and agreed in written in consultation between the Parties. However, each Party may terminate this agreement at any time without penalty and for any reason by giving written notice to the other Party, such termination to be effective thirty (30) days after the date of such notice.

**Organization and management of the agreement**

Each Party will appoint a physical person committed to deal with the organizational and management activities required to smoothly conduct this agreement, with the possibility to change them during the execution of the agreement itself.

The persons initially appointed by the Parties are:

Giacomo Martirano, smeSpire coordinator, on behalf of smeSpire

Tony Kordiskj, on behalf of EBPC

**Financial arrangements**

The Parties agree to use their own financial resources until any financial resource supporting the execution of this agreement will be identified and put at disposal of one or both of the Parties.

**Promotion and dissemination**

The Parties agree to promote and disseminate this agreement with any appropriate communication mean and to inform in written each other about any promotional/dissemination initiative undertaken.

**Communication**

Any written communication between the Parties may be done via e-mails.

**Settlement of disputes**

The Parties shall use their best endeavors to settle any dispute or claim arising out of or relating to this MoU or any supplemental agreements and their attachments thereto through amicable discussions. If not amicably settled within sixty (60) days of the dispute or claim arising, each Party is entitled to submit the dispute, controversy or claim to the sole competent courts of Brussels.

On behalf of smeSpire  
Giacomo Martirano  
(project coordinator)  
*Giacomo Martirano*  
Place MENDICINO

Date 08.01.2013

On behalf of EBPC  
Tony Kordiskj  
(President/Chairman of the board)  
*Tony Kordiskj*  
Place SHANGHAI

Date 07.31.2013