



Memorandum of Understanding

between

Rhinodiagnost and **XXXXXX**

**INTEREST
GROUP**

A Memorandum of Understanding (MoU) is hereby concluded between:

Rhinodiagnost Consortium, represented by the Coordinator

AIT Angewandte Informationstechnik Forschungsgesellschaft mbH

and

XXXXXX

Each a "Party" and together "The Parties"

- 1) **Rhinodiagnost** is a project within the IraSME/COIN Programme, funded by the Grant Agreement 861510, and its aim is to implement coordinated morphological-functional diagnostics for ear, nose, and throat (ENT) physicians via networked RHINODIAGNOST services;
- 2) The **Rhinodiagnost** project is coordinated by **AIT Angewandte Informationstechnik Forschungsgesellschaft mbH**, represented by **Prof. Dr. Walter Koch**.
- 3) The **Rhinodiagnost** project will provide additional decision aids, such as 3D models and flow simulations, for ENT physicians and surgeons. The **Rhinodiagnost** services will be organized in a rapid transnational network in which the results from CFD and rhinomanometry will be used to better determine optimal surgery strategies for the individual patients in order to increase surgery success rates and to adapt treatment therapies. The use of these services will be fostered by a wide-ranging programme of promotion, dissemination and replication of the Best Practices developed within the project.
- 4) To foster the widest participation possible to the **Rhinodiagnost** project, an Interest Group is created, composed of representatives ranging from public institutions, hospitals and universities to ENT experts, surgeons, medical industries partners and natural scientists. The Interest Group is an important interface between the smallest of the medical practitioner and the larger companies with an interest in medical innovation.

Having assessed the potential benefits of a coordinated collaboration approach, The Parties have agreed to co-operate under the conditions established in the following articles.

The Parties hereby agree:

Article 1. Subject Matter

The purpose of this MoU is to facilitate the collaboration between The Parties in order to improve the overall results and expected impacts.

Activities which will be undertaken in common by The Parties are listed in Annex 1 to this MoU.

The Parties may from time to time wish to add other activities to the MoU. In such case the new activities to be added will be agreed in writing by the respective Contact Persons and be defined by an amendment of this MoU, simply adding a new Annex 1.

Article 2. Communication

The Parties will appoint at least one Principal Point of Contact (Contact Person) to act as the channels of communication as is necessary for the promotion of effective cooperation between them. The Contact People will maintain regular contact to discuss any matter related to the cooperation described in this MoU or to be integrated in it.

Article 3. Contributions

Each Party shall bear its own costs resulting from their participation in these collaboration activities, unless other agreement is reached for a particular task.

Each Party will maintain the full responsibility for its own activities and provides no warranty, express or implied, in respect of its contribution to any activity agreed by The Parties under this MoU, including but not limited to those of fitness for a particular purpose and the infringement of third-party proprietary rights.

Article 4. Confidentiality

For the purpose of this agreement Confidential Information shall mean any and all information, which is supplied or disclosed, directly or indirectly, in writing or in any other means, by each Party to the other including, but not limited to any documents, drawings, sketches, designs, materials, samples, prototypes, data, know-how, and which at the time of its disclosure or supply is identified as confidential. The Parties agree to protect Confidential Information from unauthorized use, dissemination or publication. The Parties' obligation to protect Confidential Information under this Agreement will expire five years from the date of expiration or termination of this MOU.

Article 5. Legal Nature

The Parties expressly affirm that this MoU is not a legally binding contract, save for Article 4, but it is intended to confirm the basic settings agreed upon and the goodwill of the Parties to materialise a fruitful collaboration.

Article 6. Duration

This MoU enters into force from the date of its signature. It will terminate when the **Rhinodiagnost** project is ended or when a Party gives notice of termination to the other, in which case a minimum notice of two months will be given in written.

In the case that The Parties will continue their activities beyond the completion of the **Rhinodiagnost** project, this MoU can be renewed on the basis of a mutual decision.

Signatures

For Rhinodiagnost

SIGNED BY: **Walter Koch**

AFFILIATION: **AIT Angewandte Informationstechnik Forschungsgesellschaft mbH**, Klosterwiesgasse 32/1, A-8010, Austria

TITLE: Project Coordinator

Signature

Date:

For XXXXXX

SIGNED BY: XXXXXX

AFFILIATION: XXXXXX

TITLE: XXXXXX

Signature

Date:



Annex 1 - Memorandum of Understanding

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Activities

Research

- Participation of **XXXXX** in the **Rhinodiagnost** Interest Group, thus being informed and kept updated on events, workshops, etc.
- Access to a dedicated **Rhinodiagnost** data store for Interest Group members where **Rhinodiagnost** can provide access to relevant data.

Networking

- Dissemination of the contact details of Interest Group members on the **Rhinodiagnost** website.
- Organization of joint events, such as workshops (general/specifics topics), networking sessions, webinars, training courses, etc.

New Project development

- Pursuing the formulation of project ideas and proposals to relevant funding bodies and special interest groups.
- Pursuing the formulation of suggestions/recommendations/advice to relevant standardization bodies and special interest workgroups.

Contact People

Rhinodiagnost contact people for the execution of this MoU will be:

- **Walter Koch**, Project Coordinator – **AIT Angewandte Informationstechnik Forschungsgesellschaft mbH** – Klosterwiesgasse 32/1 – A-8010, Austria – +43.316.835359 – kochw@ait.co.at
- **Klaus Vogt** – Sutter GmbH – Tullastraße 87 – D-79108 Freiburg, Germany – +49.172.6284138 – rhinovogt@t-online.de
- **Andreas Lintermann** – **Institute of Aerodynamics and Chair of Fluid Mechanics, RWTH Aachen University** – Wüllnerstr. 5a, D-52062 Aachen, Germany – +49.241.8090419 – A.Lintermann@aia.rwth-aachen.de
- **Jens Henrik Göbbert** – **Jülich Supercomputing Centre (JSC)** – Wilhelm-Johnen-Straße, D-52425 Jülich, Germany – +49.2461.6196498 – j.goebbert@fz-juelich.de
- **Alexander Hetzel, Christopher Kohn** - **Med Contact GmbH** – Kornbühlstraße 100-102 – D-72393 Salmendingen, Germany – +49.741.2706980 – hetzel@reger-med.de, c.kohn@reger-med.de

XXXXXX contact people for the execution of this MoU will be:

- FirstName LastName – Affiliation – Address – Phone – email
- FirstName LastName – Affiliation – Address – Phone – email