



MEMORANDUM OF UNDERSTANDING

BETWEEN

The Arctic Five

AND

UARCTIC RY

Rovaniemi, Finland

CONCERNING

ESTABLISHING THE ARCTIC FIVE AS A UARCTIC REGIONAL CENTRE

June 2024

Preamble

WHEREAS, The Arctic Five is constituted by Five Universities in the Fennoscandinavian Arctic – Luleå University of Technology, Umeå University, University of Oulu, University of Lapland and UiT Norways Arctic University. The collaboration came into existence in 2016 under the name the Joint Arctic Agenda, which in 2017 formed the Arctic five. Together, the Arctic Five develop innovative research and education relevant to the Arctic. They represent the most comprehensive research and education infrastructure, including over 10,000 researchers and 90,000 students, in the European Arctic. All universities in the Arctic five are also members of the University of the Arctic.

WHEREAS, UArctic ry (UArctic) is an Association legally constituted in Finland as a network of universities, colleges, research institutes, and other organizations concerned with education and research in and about the North. UArctic builds and strengthens collective resources and infrastructures that enable member institutions to better serve their constituents and their regions.

WHEREAS UArctic Regional Centres are formalized structures within the organizational structure of a UArctic member institution, which strongly reflect UArctic values and have an overall purpose that supports UArctic's mission and goals, as well as UArctic's regional dialogue and engagement. The creation of UArctic Regional Centres, whereby a member or several members acting together establish an institutional unit to support broad engagement and outreach outside the individual institution(s). This role can include liaison activities with national or regional administrations and other local stakeholders. Such UArctic Regional Centres act to support UArctic, share information, facilitate member engagement by other members in the country or region, and could also perform specific administrative functions.

WHEREAS, UArctic and Arctic Five agreed that the latter will operate as a UArctic Regional Centre for the benefit of UArctic members in the Fennoscandinavian Arctic, supporting their participation and engagement in UArctic activities.

NOW THEREFORE, UArctic and Arctic Five (hereafter individually referred to as the “Party” and collectively to as “Parties”) agree to enter into this Memorandum of Understanding (MoU) to set a broad framework of meaningful collaboration to achieve the agreed objectives under this cooperation.

The Parties agree that the scope and activities covered by this MoU shall be consistent with the Guidelines for UArctic Regional Centres (Annex I), specifically the criteria that they strongly reflect UArctic values and have an overall purpose that supports UArctic's mission and goals, and have broad responsibilities for supporting UArctic activities and UArctic members in the country or region where they operate.

Article I: Purpose

The purpose of this MoU is to establish a working relationship of mutual collaboration between the Parties for a long-term collaboration, and to define the responsibilities and functions of the Arctic Five.

The Scope of the Agreement covers the activities of the UArctic member universities in the Arctic Five. The activities covered by this agreement are intended to provide support to those members to facilitate their UArctic-related activities, and to foster dialogue and cooperation between UArctic and Arctic Five.

Article II: Mission and Goals of the Arctic Five

1. The Arctic Five is formed around current members of UArctic in the Arctic region of Sweden, Finland and Norway, with a directorship rotating bi-annually among the members
2. It has an Executive Committee leading its work and sub-groups focussed on activities as required
3. Membership of the Steering Group seeks to implement Equality, Diversity and
4. Inclusion principles and include wide representation across its member organizations
5. Shall follow its own Terms of Reference (current version attached Annex II)

Article III: Duration

This MoU will be effective upon the date of signing and will remain in force for an initial period of 3 (three) years and will be automatically renewed if review of the Agreement in the 3rd year of function concludes positive. The agreement can be terminated in accordance with Article VII.

Article IV: Principles and Framework of Cooperation

- 4.1. The Parties shall ensure that this MoU is carried out with due diligence and efficiency and each will furnish to the other all such information relating to the areas of cooperation. The specific areas on which the Parties shall collaborate under this MoU are mentioned under Article I.
- 4.2. This MoU is a non-binding statement of the Parties' mutual understanding of their proposed collaboration framework. This MoU is not intended to create any legally enforceable rights or obligations in respect of either Party, including any obligation on their part to enter into any Supplemental Agreement.
- 4.3. Public statements and publications by either Party regarding activities undertaken jointly under this MoU shall expressly acknowledge this collaboration. Neither Party will make any commitments or take any positions on behalf of the other without the other's specific written consent.
- 4.4. Information provided by either Party to the other may be used for any capacity building or non-commercial purpose. When either Party intends to publish, in any form, data or information provided by the other, the provider shall be informed in advance and given the chance to edit or check the information that will be acknowledged to it, and the source will be appropriately referenced or acknowledged.

Article V: Implementation Arrangement

- 5.1. The Parties shall hold regular bilateral meetings on matters of common interest, for the purpose of implementing and monitoring collaborative activities under this agreement. Such meetings will take place time-to-time as desired to discuss technical and operational issues related to furthering the objectives of this MOU.
- 5.2. Within UArctic, this activity area is the responsibility of the UArctic Secretary General, and the Arctic Five agrees to report annually on their activities and outputs.
- 5.3. Each Party shall designate a focal point of contact for taking measures to assist in the further development of the cooperative activities and is responsible for implementation of his obligations under this MoU as below:

UARCTIC

Secretary General,

UArctic International Secretariat

ARCTIC FIVE

Director

Executive Committee of Arctic Five

- 5.4. For the purpose of this MoU, usual communications shall be made through e-mail/internet and online meetings. Face-to-face meeting between the points of contacts will be held as deemed necessary.
- 5.5. Implementation of any subsequent activities, projects and programmes pursuant to this MoU, including those involving the transfer of funds between the Parties, will necessitate the formulation and execution of appropriate legal agreements (Letter of Agreement) between the Parties.

Article VI: Special Provisions

- 6.1. Any Annex to this MoU will be considered an integral part of this MoU. References to this MoU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MoU, and in case of any inconsistency between an Annex and this MoU, the latter shall prevail.
- 6.2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MoU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.
- 6.3. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to any project, programme, or activity to be carried out under this MoU, the Parties will negotiate and agree on terms of its ownership.
- 6.4. Neither Party shall use the name, logo/emblem or trademarks of the other Party without the prior expressly written approval of the other Party in each case.
- 6.5. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article VII: Amendment and Termination

- 7.1. This MoU may at any time be amended, in writing and signed by both the Parties and specifically stating the same to be an amendment of the MoU. The modifications shall become part of the MoU from the date on which the amendments were made, unless otherwise agreed to in writing.
- 7.2. This MoU may be terminated by either of the Parties by giving three months prior written notice to the other party with or without assigning any reasons for termination, provided that such termination shall not affect any Supplemental Agreement that may still be in effect at that time between the Parties.
- 7.3. This MoU is not legally binding on either Party. In the event of dispute, the Parties will work together to seek resolution in a friendly and equitable manner. First attempts at resolution shall be made by the focal points. Subsequent attempts shall be made by executive representatives of the Parties. Should this not lead to satisfactory resolution, and as a last resort, this Agreement can be dissolved by either Party as per Sub-Article 7.2 of Article VII.

Article VIII: Entry into Force

This MoU between UArctic and the Arctic Five shall enter into force upon signature by the Parties.

Each Party will hold a copy of the signed MoU in the English language and having equal validity.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below

For the UArctic ry

For the Arctic Five



Lars Kullerud
President

Dag Avango
Director

Date: June 2, 2024

Date: June 2, 2024