

Vedlegg 1

**Anne Marie Snekvik**

**Fra:** Geir Øien [oien@iet.ntnu.no]  
**Sendt:** 9. oktober 2007 10:43  
**Til:** arne.solvberg@ime.ntnu.no  
**Emne:** Fwd: The Eurecom partnership  
**Vedlegg:** CONSORTIUM CT Version 15.12.06.doc; INTERNAL REGULATIONS version 15.12.06.doc; att0001.htm

Her er kontraktsdetaljene/-skjemaene på elektronisk form! Merk forøvrig kommentaren om at man søker å la den franske stat dekke NTNUs ansvar, cf. artikkel 10.

Håper dette hjelper!

Mvh Geir.

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Geir E. Øien

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06.12.2007

## Emne: The Eurecom partnership

Dear sir,

You can find enclosed the consortium agreement and the internal regulation ( the members'rights and obligations)

additional information:

The contribution level is voted by the Members each year during the budget examination. As written in Article 1 of the Internal regulation, the reference value as been set up to be used as ceiling and if the contribution exceed this ceiling the member have the right of veto on the contribution's vote.

In 2007, one voice = one contribution = 328K€uros.

NTNU can apply for 0.25 votes ( it is like the Politecnico turino)

Here after, the evolution of contributions on the last four years (minimum adherence time)

En K€ per year	contributions	Contributions
	for 0.25 voice NTNU	for one voice
2004	78.11	312.44
2005	79.50	318.00
2006	81.73	326.92
2007	82.50	328.00

As noticed, the evolution on 4 years is down to the inflation level, the telecom school group (French state) is engaged on 11 contributions, so the evolution is more than under control.

**Concerning the NTNU responsibility (Article 10 of the groupment contract) we propose to ask to the GET (French State) to cover, by a letter send to NTNU, this reponsability in place of NTNU**

I am entirely at your disposal should you require further informations

Best regards

Catherine Betrancourt

Secrétaire Général

## Om NTNUs mulige akademiske medlemskap i Institut Eurécom, Sophia-Antipolis, Frankrike

Geir E. Øien

Institutt for elektronikk og telekommunikasjon  
Fakultet for informasjonsteknologi, matematikk og elektroteknikk  
NTNU

14.12.2007

### Bakgrunn

NTNU v/IME (Geir Øien) fikk for ca. et år siden henvendelse fra Institut Eurécom, Sophia-Antipolis, Frankrike, med forespørsel om det kunne være av interesse for NTNU å bli såkalt akademisk medlem Eurécom-konsortiet. Eurécom er et forskningssenter og "Graduate school" som ble opprettet i 1991, og som eies av et konsortium av både akademiske og industrielle medlemmer fra flere land i Europa (cf. <http://www.eurecom.fr/index.en.htm>). De akademiske medlemmene er alle europeiske eliteuniversiteter innenfor teknologi – Telecom Paris, EPFL, ETHZ, Politecnico di Torino, Helsinki Univ.of Technology, Technische Universität München, ENST – mens de industrielle medlemmene teller Swisscom, Thales, SFR, France Telecom, Hitachi Europe, STMicroelectronics, Bouygues Telecom, Sharp, Cisco Systems, og BMW.

Eurécom er i dag et internasjonalt præget elite-miljø som organiserer og utfører toårig masterutdanning (80 studenter pr. år), PhD-utdanning (ca. 60 Ph-studenter), og forskning på vegne av konsortiemedlemmene, innenfor flg. kjerneområder for IME: mobilkommunikasjon, multimedia-teknologi, nettverk og sikkerhet. Hvert medlem betaler en viss medlemsavgift pr år og får da visse privilegier og rettigheter; for de akademiske medlemmene er dette i hovedsak flg.:

- Rett til å sende et visst antall MSc-studenter til Eurécom hvert år (studentene akkrediteres til institusjonen de kommer fra, og får tilleggssertifisering fra Eurécom)
- Adgang for disse studentene til å gjøre internships/hovedoppgaver hos industribedrifter tilknyttet teknologimiljøet i Sophia-Antipolis
- Formaliserte rettigheter til forskningsterminer, besøk, og forskerutveksling ved/med Eurécom, for vitenskapelig personell og PhD-studenter
- Deltakelse og stemmerett i styrende/ledende organer ved Eurécom: Members' Assembly, "Scientific Advisory Board", og "Teaching Board" som har det overordnede ansvaret for MSc-undervisningen.
- Dedikert kontorplass for ansatte ifbm. besøk ved Eurécom
- Adgang til forskningsresultater fra Eurécom
- Adgang til å gjøre bilaterale avtaler om samarbeid industrimedlemmene
- Lettere adgang til EU-konsortier der Eurécom er med

IME og instituttene IET og ITEM, samt SFF'et Q2S, er svært positive til tilbudet om å bli

akademisk medlem i Eurécom. Det som er aktuelt for IME er å gå inn med en minimumsavgift på 85000 euro pr år over en prøveperiode på 4 år, og å gjøre dette til et pilotprosjekt for denne typen internasjonalt samarbeid. IME-fakultetet, IET/ITEM, Q2S er selv villige til å dekke medlemsavgiften dersom det ikke finnes sentrale midler til slikt. Nytteverdien av et medlemskap skal evalueres løpende og avgjørelse vedrørende evt. videre deltakelse tas ved utløpet av prøveperioden.

### **Organisering av MSc-tilbudet ved Institut Eurécom for NTNUs studenter**

Vi tenker oss altså å definere NTNUs akademiske medlemskap i Institut Eurécom over den fireårige prøveperioden som et pilotprosjekt, som deretter skal evalueres. Vi håper å kunne starte pilotprosjektet med å sende de første MSc-studentene ned allerede høsten 2008. Informasjon om dette vil i så fall bli gitt direkte til studentene ila. Våren 2008. Det tas her forbehold om at også studieprogramrådene ved de berørte studieprogrammene Elektronikk og Kommunikasjonsteknologi må godkjenne det endelige opplegget; tidsplanen har så langt ikke muliggjort en formell behandling i disse organene.

Hva MSc-utdanningen angår det tenkt en organisering etter flg. modell, som ifølge Eurécoms direktør er svært lik slik tingene allerede er organisert for andre akademiske medlemmer:

- de inntil 5 MSc-studentene NTNU kan sende til Eurécom pr. år er IKKE del av et utvekslingsprogram a la Erasmus, men tilhører formelt en "filial" eller "branch" av NTNU som gjennom medlemskapet opprettes i Sophia-Antipolis. Dette kan sees på som at NTNU (IME) "outsourcer" en del av undervisningstilbudet til Institut Eurécom for å kunne gi studentene dette tilbudet. Outsourcingen finansieres gjennom den årlige medlemsavgiften. IME vil stå faglig ansvarlig for denne undervisningen og fremdeles bruke både økonomiske og menneskelige ressurser på å gi et undervisningstilbud til disse studentene. Det økonomiske mellomværet vil derfor være et forhold mellom Eurécom og IME, som derfor også vil beholde resultatkomponenten i inntektsfordelingsmodellen for disse studentene.
- Studentene blir fortsatt akkreditert ved NTNU, dvs. de får sin mastergrad fra NTNU på vanlig måte, men med en tilleggs-sertifisering som viser at de har vært gjennom det internasjonale studieopplegget ved Eurécom.
- Fra Eurécoms side er det fleksibelt at studentene kan velge alt fra ett semesters (fra og med 4. klasse) til to års opphold (4. og 5. klasse), avhengig av hva som passer NTNUs opplegg best. (Minimum ett år er dog anbefalt.)
- Tilbudet vil kun gis til studenter som følger 5-årig mastergrad ved NTNU. I første omgang vil det gjelde studenter fra studieprogrammene Elektronikk (i hovedsak hovedprofilene Digital kommunikasjon og Multimedia signalbehandling) og Kommunikasjonsteknologi (i hovedsak hovedprofilene Trådløs kommunikasjon, Lyd- og bildebehandling, Nettverkstjenester og multimedia, Aksess- og kjernenett. og Informasjonssikkerhet).
- Kursene som disse studentene tar ved Eurécom vil bli formelt annonsert i NTNUs studieinformasjon med egen kode og fagbeskrivelse, og med en faglig ansvarlig ved NTNU

listet i katalogen for hvert kurs. Kursene vil kunne passes inn i “Eurécom-varianter” av allerede eksisterende hovedprofiler dersom det er ønskelig. Det vil være en kjerne av obligatoriske kurs for hver hovedprofil, samt et utvalg valgbare kurs. Vi er innstilt på å finne den enklest mulige, mest pragmatiske og fleksible måten å gjøre dette på, og tar gjerne i mot råd om hvordan det best og enklest kan organiseres.

- Den faglig ansvarlige ved NTNU vil være formelt ansvarlig for at kvaliteten på kurstilbudet som gis til NTNUs studenter ved Eurécom tilsvarer de standarder som ellers gjelder ved NTNU, også med hensyn på eksamensavvikling, karaktergivning, og kursevaluering.
- Den faglig ansvarlige ved NTNU vil være involvert i eksamensavvikling og karaktergivning for studentene fra NTNU og ha ansvaret for at NTNUs regler og retningslinjer blir fulgt i disse sakene. Eurécom følger forøvrig det same ECTS-systemet for karaktérgivning som anvendes ved NTNU.
- Kurstilbudet for de norske studentene ved Eurécom vil bli gjenstand for årlige evalueringer som vil bli rapportert til NTNU av den faglig ansvarlige ved NTNU. NTNU har formell påvirkningsmulighet på kurstilbudet gjennom å fremme sine synspunkter og forslag i Eurécoms formelle organer for undervisningskvalitet, der de akademiske medlemsinstitusjonene alle er representert.
- I de tilfeller der en student fra NTNU tar sin masteroppgave eller fordypningsprosjektoppgave ved Eurécom, vil hovedveileder og faglig ansvarlig være en NTNU-ansatt, mens Eurécom-ansatte vil fungere som lokale veiledere, i analogi til hvordan det gjøres når en student tar sin hovedoppgave ved en bedrift. Den faglig ansvarlige ved NTNU vil også være ansvarlig for å gjennomføre sensuren.
- Rettslig sett (mhp. “civil responsibility”) er alle studenter som oppholder seg ved Eurécom dekket via en sivil forsikring, og Eurécom er rettslig ansvarlig for studentene i forbindelse med enhver ulykke de eventuelt måtte utsettes for under sitt opphold der.

Til slutt skal nevnes at medlemskapet IKKE innebærer at NTNU kjøper seg inn i noe aksjeselskap eller lignende; det er en årlig medlemsavgift som skal betales for å få adgang til de privilegier som et fullt akademisk medlemskap innebærer (informasjon om disse er tidligere oversendt NTNUs jurist, Anne Marie Snekvik).

Vedlegg: Orientering om bakgrunnen for saken.

## Vedlegg:

### **Bakgrunn: Eurécom og EU-prosjekter**

Fra Eurécoms hjemmeside (<http://www.eurecom.fr>) kommer følgende sitat: "The scope of Eurécom's research, whether fundamental or contractual, is also very much international. It is often carried out with partners through bilateral contracts or through European multi-partner contracts." Dette viser den vekt som legges på den internasjonale og spesielt europeiske dimensjonen også når det gjelder forskning hos Eurécom. Suksessraten i søknader mot EUs forskningsprogrammer er da også høy: Ifølge Eurécoms forskningsrapport fra 2006 deltar forskere fra Eurécom p.t. i flg. EU-relaterte prosjekter i FP6: HAGGLE (FET Program), CASCADAS (FET Program), R4eGov (IP), RESIST (NoE), DIVINES (STREP), EC SIMILAR (NoE), HUMAINE EC (NoE), K-SPACE (NoE), PORTIVITY (ukjent kategori), ASIA (International Reintegration Grant), BOON COMPANION (European Advancement Grant), NEWCOM (NoE - hvor NTNU forøvrig også deltar), CRUISE (NoE), E2R2, DAIDALOS2, COOPCOM, CHORIST, UNITE, og MULTINET.

For en såpass liten institusjon (total størrelse på linje med et mellomstort institutt ved NTNU) er dette spektret av EU-finansierte prosjekter og nettverk (deltakelse i intet mindre enn 6 Network of Excellence!) svært imponerende, og bærer vitnesbyrd både om det høye faglige nivået hos Eurécom, om vilje og evne til å orientere seg mot EUs forskningsutfordringer, og om et stort og sterkt internasjonalt nettverk. Dette er i seg selv en sterk indikasjon på at NTNU vil kunne vinne mye når det gjelder innpass i EU-forskningen ved å gå inn som akademisk medlem i Eurécom.

Vi har forøvrig allerede positive erfaringer med å skrive EU-søknader sammen med Eurécom; STREP-søknaden SENDORA (Sensor Network aideD cOgnitive RAdio) ble i mai 2007 sendt inn til FP7s første utlysning (Objective 1 "Network of the future"), av et konsortium bestående av NTNU, Eurécom, KTH, TKK, Telenor, Thales m. fl. Prosjektet oppnådde 12.5 av 15 mulige poeng i evalueringen og ble tildelt midler, som ett av bare to (av i alt 22) prosjekter med NTNU som deltaker. Vår erfaring så langt er derfor at samarbeidet med Eurécom allerede har gitt potensielle resultater på EU-prosjektfronten; SENDORA-søknaden ville ikke blitt en realitet uten samarbeidet med dem. Dette samarbeidet vil selvfølgelig bli både sterkere, mer proaktivt og bedre formalisert dersom NTNU skulle bli akademisk medlem i Eurécom. Vi vil komme tidligere med i prosessen med å definere prosjekter og problemstillinger, og få et bedre innblikk i prosesser som er viktige når det gjelder å komme med på prosjektsøknader, deriblant tettere kontakt med Eurécoms industrielle partnere, deres ønsker, strategier, satsningsområder og relevante problemstillinger. Det er som kjent essensielt å ha god industrikontakt (og gjerne industri som "primes") i prosessen mot å hente inn EU-søknader. Vi vil også få et større akademisk nettverk og enda tettere kobling mot state-of-the-art innenfor Eurécoms forskningsområder. Eurécoms eget forskningspersonell vil i seg selv styrke enhver søknad fra et akademisk ståsted. Jeg vurderer det derfor dithen at et akademisk medlemskap i Eurécoms konsortium av partnere vil kunne styrke NTNUs sjanser til å komme med på flere EU-prosjekter i fremtiden vesentlig.

**INSTITUT EURECOM**  
**Groupement d'Intérêt Economique**  
**governed by the Order of 23 September 1967**

**CONSORTIUM CONTRACT**

**WHEREAS**

Since 1991 Swiss Federal Institute of Technology Lausann and Ecole Nationale Supérieure des Télécommunications de Paris have pooled their competence to develop an advanced education and research establishment of medium size, offering a common terminal curriculum in communications systems (graduate level leading to Engineer's diploma) for a Consortium of European schools.

The aim was to take into account the rapid changes in the telecommunications sector, where simple transmission and switching of messages were replaced by the offer of systems and services. To design and deploy future networks, a new profile was required for engineers - that of a systems architect with mastery over the most sophisticated technological components, and with the ability to integrate them into coherent systems that satisfy user needs in their socio-economic environment.

To satisfy this ambitious vocation, a strategy was developed based on international outreach, on a sustained partnership with industry and a systems integration approach. The following three subject areas have been chosen: corporate communications, multimedia communications and mobile communications.

In 2006, these objectives were fully achieved, and today Eurécom is a first-class success. The school offers high-level international and multicultural education to over a hundred selected students through academic partners who have joined the consortium. Sought after from the very beginning, the synergies and collaboration with businesses have been fruitful. Today, their active participation in the Consortium enables them to play an integral part in students' training, in the development of partnerships, and in the productive management of the Consortium. It is in this positive context that the GET/ENST has set up two research teams at Eurécom. They are working closely with the Consortium and are participating in student training.

While EPFL has decided to no longer pursue its role as a founding member of the Consortium, the GET (Group of Telecommunications Schools) will carry out its strategy as it has been doing so in recent years. The partial withdrawal of EPFL will be compensated by an increased commitment within the group, and by the entry of new industrial and academic partners.



**NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto agree as follows:**

**TITLE 1  
FORM - SCOPE - NAME - REGISTERED OFFICE - TERM**

**ARTICLE 1 - FORM**

A Groupement d'Intérêt Economique, governed by Order No. 67-821 of 23 September 1967 and all subsequent texts together with this contract and the attendant by-laws, is set up between the undersigned and all natural persons and legal persons that may become members hereof.

**ARTICLE 2 - SCOPE**

The aim of the Consortium is as follows:

- management of a common curriculum of advanced teaching in communication systems,
- research into communications systems,
- continuing education activities,
- and any movable or immovable property operation, financial operation, or any related international action likely to be conducive to its fulfillment.

**ARTICLE 3 - NAME**

The Consortium is named Institut Eurécom. The instruments and documents issued by the Consortium and intended for third parties, shall state the name of the Consortium, followed by the words "*Groupement d'Intérêt Economique*" and the place and number under which it is entered in the French Register of Business Names (*Registre du Commerce et des Sociétés*).

**ARTICLE 4 - REGISTERED OFFICE**

The registered office of the Consortium is fixed at Valbonne (Alpes-Maritimes, France), 2229 Route des Crêtes - Parc de Sophia-Antipolis.

**ARTICLE 5 - TERM**

This contract is drawn up for a period of ninety-nine (99) years as from its date of entry in the French Register of Business Names.

## **TITLE II RIGHTS AND OBLIGATIONS OF MEMBERS**

### **ARTICLE 6 - MEMBERS OF THE CONSORTIUM**

The Consortium is composed of:

- a founding member: GET;
- members of the second group belonging to the business world: industrial members or partners
- members of the third group belonging to the academic world :academic members or partners;
- members of the fourth group that comprises all people and organizations not included in the preceding categories.

The rights of the members are represented by votes.

Members of the second, third or fourth groups have a number of votes or fractions of a vote attributed by the Assembly when they become members.

The founding member always has a number of votes equal to the other members' total number of votes increased by 0,25 votes.

The votes may not be assigned. They are attributed to a member and only this member may be the holder thereof. They may not be subdivided by this member.

However, as an exception to the above principle, it is agreed that members who are part of a group of legal persons can freely transfer all their votes to an entity of the same group, that is a legal person lawfully independent but who is part of a same economic group.

The Director of the Consortium shall be notified of such transfer of votes in advance by mail.

The Assembly of Members shall then take note of the transfer.

### **ARTICLE 7 - NEW ADMISSION TO MEMBERSHIP**

Natural or legal persons desiring membership to the Consortium, indicate their intention to become members in a letter addressed to the Director, in which they state the desired number of votes or fractions of a vote. The Assembly decides the number of votes or fractions of a vote that is attributed to them. All decisions to accept or refuse an application are notified in writing to the applicant by the Director. This decision is final, without recourse and no reasons need to be given.

All new members shall pay an annual contribution in effect at the time of membership, in proportion to the remainder of time until the end of the current financial year.

### **ARTICLE 8 - WITHDRAWAL FROM MEMBERSHIP**

Each member of the second, third or fourth groups may withdraw from membership after a four-year period, subject to making known its decision at least one year prior to the anniversary of membership, by registered letter with return receipt requested.

However, in the event of a substantial change in the provisions of Articles 2, 6, 8, 9, 10, 12, 13 and 15 of the Consortium contract, that is those particularly involving a change in the financial commitments of the members of the second, third and fourth groups, these groups have a right of immediate withdrawal after six months prior notice.

In all cases, the withdrawal shall not take effect until after the notice has expired and after the relevant member has met all its obligations with respect to the Consortium.

#### ARTICLE 9 - MEMBER CONTRIBUTIONS

The annual contribution of members for one vote is fixed annually by the Assembly. The contribution of each member is proportional to the number of votes held. With exception to the above, the contribution of the founding member is not proportional to the number of votes held, but represents 11 times the annual contribution for one vote set by the Assembly.

This contribution is paid in cash. However, it may consist in making available tangible property, intangible property or staff, or payment in kind, with the agreement of the Assembly. In all cases, the value in exchange shall be approved by the Assembly and shall cause an agreement to be signed between the Consortium and the relevant member.

#### ARTICLE 10 - MEMBER RESPONSIBILITY

The Consortium members are liable for the debts of the Consortium with their own assets. They are jointly and severally liable unless otherwise agreed with third contracting parties.

In their relations with one another, the Consortium members are liable for the debts of the Consortium in proportion to their contribution. A new member, if it so requests, may be exempted by the Assembly from debts contracted prior to its membership.

### **TITLE III ASSEMBLY OF MEMBERS**

#### ARTICLE 11 - COMPOSITION OF THE ASSEMBLY

Each member nominates to the President its representatives, who are natural persons.

The founding member may nominate several representatives (5 max) indicating the number of votes held by each of them. Failing any specific indication, each representative is deemed to have a number of member votes divided by the number of nominated representatives. Each member of second, third or fourth groups may nominate one representative.

The Assembly elects its President for a renewable three-year period.

## ARTICLE 12 - ATTRIBUTIONS AND VOTES OF THE ASSEMBLY

The Assembly defines and carries out the general Eurécom policy in the areas of teaching, research and management and supervises the implementation thereof.

The Assembly can only legitimately deliberate if the following two requirements are met :

- The founding member is present or represented
- The simple majority of the members is present or represented

**The following decisions are taken by a three-fourths majority of the votes cast for or against and by simple majority of the number of members:**

- Election of President
- admission to membership,
- appointing and dismissing the Director,
- appointing, promoting and dismissing the Scientific and Pedagogical Director,
- any change to this contract and its by-laws,
- adopting the annual budget and fixing the members' annual contribution,
- dissolution of the Consortium prior the expiration of the agreement,
- applying for a loan with a financial establishment,
- issuing financial security in favor of third parties and/or making an expenditure commitment greater than one hundred and sixty thousand euros (160,000 euros), value added tax not included.

**The other decisions are taken by 2/3 majority of votes cast for or against. This includes the following decisions:**

- appointing and promoting Heads of Sections or Teachers, on a proposal from the Director, after consulting the Scientific Council,
- appointing and dismissing the Statutory Auditor,
- approving the curriculum and teaching program,
- approving the accounts for the period under review and giving quietus to the Director,
- appointing a commission of experts, on a proposal from the Scientific Council.

**TITLE IV  
DIRECTORSHIP**

**ARTICLE 13 - THE DIRECTOR**

The Consortium is administered by a single Director, a natural person, who is chosen from among the members of the Consortium or outside of that group.

The Director is appointed by the Assembly of Members for a renewable four-year period. The outgoing Director may be reelected.

The Director may be dismissed ad nutum by the Assembly of Members. If the Director whose dismissal is considered is a member of the Consortium, his votes and his person shall not be taken into account to calculate the majority at the assembly that will rule on his dismissal. At this assembly, that Director may not participate in the vote, nor can he accept a mandate.

In addition to the cases of expiration of a term of office, death, resignation or dismissal, a Director ceases to perform his duties in the event of personal bankruptcy, turnaround, liquidation by order of the Court, insolvency, physical or legal incapacity, or order forbidding him to direct, manage, administer or control a commercial company, whatever its form, or a non-commercial legal person.

**ARTICLE 14 - POWERS**

The Director has extensive powers to act on behalf of the Consortium under any circumstances. He exercises this authority within the scope of the Consortium, save and except the powers granted by the law and the present contract at the general assemblies and within the scope of the resolutions adopted there. The extent of his powers is defined in the Consortium by-laws.

He represents the Consortium in its relations with third parties, and may use the title of Director.

**TITLE V  
RESOURCES - ACCOUNTING YEARS - ACCOUNTS**

**ARTICLE 15 - CAPITAL**

The Consortium is set up with or without capital.

## ARTICLE 16 - ACCOUNTING YEAR

The accounting year begins 1 January and ends 31 December. As an exception, the first accounting year begins as at the date of entry of the Consortium in the French Register of Business Names, and ends 31 December 1992.

The Director of the Consortium causes the accounts system of the Consortium to be put in place at the registered office under his responsibility, in accordance with the prevailing legal provisions. At the end of each accounting year, he draws up the following documents: balance sheet, profit and loss account and appendixes.

## ARTICLE 17 - FINANCING

The operating expenses of the Consortium are partly financed by annual member contributions, subsidies, grants and financial contributions and by any income from operations connected with the Consortium's activity, such as research, training or industrial exploitation contracts.

The founding member shall finance the operating budget through its annual contribution (which represents 11 times the annual contribution for one vote set by the Assembly).

Fixed assets are financed by the founding member, which pay sums into a non-interest-bearing current escrow account, and by any subsidies, grants or income from operations connected with the Consortium's activity or from the use of the self-financing capacity gained by the Consortium. These escrow accounts also include a cash sum whose amount for the following year is determined each year by the Assembly of Members when voting on the budget.

## ARTICLE 18 - APPROPRIATION OF RESULT

The aim of the Consortium is not to make a profit. At all events, the net result for the accounting year, whether positive or negative, becomes the property or the liability of the members in proportion to their annual contribution for year under consideration.

A positive result for a period will be placed to the current account of the members, who will decide its use during the Assembly. In the event of a negative result, each member will be obliged to pay a sum to the Consortium corresponding to the amount of the loss for which it is liable, within one month following the approval of the accounts.

## **TITLE VI CONTROL OF THE CONSORTIUM**

### **ARTICLE 19 - MANAGEMENT AUDIT**

Management of the Consortium is audited in accordance with the provisions of the by-laws. This function is incompatible with those of the Director, the Scientific and Pedagogical Director, a representative to the Assembly or a statutory auditor.

The management auditor has all powers of investigation on which to base his appraisal of the management and administration acts. He may not carry out any management duties himself, nor interfere in any way whatsoever with the duties of the Director or the decisions of the Assembly.

Each year, the management auditor shall submit to the Assembly a written report on the management of the Consortium.

### **ARTICLE 20 - AUDIT OF ACCOUNTS**

The audit of accounts is performed by a statutory auditor appointed by the Assembly, for a renewable period of six accounting years.

His assignment is to check the books, accounting documents and Consortium assets, to control fairness and compliance with accounting rules. At any time of the year he may require the presentation of any records deemed useful in the performance of his assignment.

Each year he submits to the Assembly a written report on his assignment, that includes the audits performed, any deviations from accounting principles and any inaccuracies.

## **TITLE VII SCIENTIFIC COUNCIL AND TEACHING COMMITTEE**

### **ARTICLE 21 - SCIENTIFIC COUNCIL**

The Scientific Council has a consultative role and its opinion must be sought prior to any major decision on teaching and research. In particular, it ensures that the teaching of the Consortium's curriculum is consistent with the teaching of the other parts of the curriculum in the students' schools of origin.

Each year it submits a written report to the Assembly on Eurécom's teaching and scientific activities. In the event of differences of opinions between the members of the Council, the report

will indicate the different positions put forward so that the Assembly can decide with full knowledge of the facts.

It includes four representatives of the founding member, two Eurécom representatives and one representative of the members of each of the other groups.

#### ARTICLE 22 - TEACHING COMMITTEE

The Teaching Committee examines teaching problems relating to supervision, graduation, and addresses disciplinary matters. It acts on behalf of similar bodies in the schools of origin on matters concerning the supervision of training of the students who are following the Consortium's curriculum.

The Committee includes representatives of the Eurécom teacher/researchers, members of the Consortium and students. The detailed composition of the Committee is defined in the by-laws.

### **TITLE VIII BY-LAWS**

#### ARTICLE 23 – BY-LAWS

The provisions of this contract are supplemented by a set of rules that detail the implementation of some terms and conditions, and the rights and obligations of the members.

### **TITLE IX OTHER PROVISIONS**

#### ARTICLE 24 - DISSOLUTION

The Consortium will be dissolved in accordance with the prevailing legal provisions except for the cases that follow.

The death, dissolution, turnaround or bankruptcy of one or more members of the Consortium will not cause the Consortium to be dissolved but it will continue to exist among the other members. The same will hold true if one or more members is affected by incapacity, culpable bankruptcy, or an order forbidding it to direct, manage, administer or control a commercial company, whatever its form, or a non-commercial legal person.



The dissolution will produce its effects with respect to third parties as from the date at which it is lawfully registered.

#### ARTICLE 25 - LIQUIDATION

The dissolution of the Consortium will result in its liquidation. The business name will then have to be followed by the words "Consortium in liquidation". The personality of the Consortium will subsist for liquidation purposes. The liquidator will be appointed by the founding member.

The powers of the Director come to an end as at the date of dissolution. The management auditor and the auditor of accounts will continue their assignments.

After the payment of any debts, excess assets and liabilities will be distributed among the members in proportion to their number of votes.

#### ARTICLE 26 - DISPUTES

Any dispute that may arise during the lifetime of the Consortium or during its liquidation will be brought before the court in the jurisdiction of the place of the registered office.

#### ARTICLE 27 - REGISTRATION FORMALITIES

All powers are given to the Director, or otherwise to any bearer of this contract, to perform formalities for registration and publication of particulars.

Drawn up in one original copy of ten pages on December 15<sup>th</sup> 2006

**INSTITUT EURECOM**  
**Groupement d'Intérêt Economique**  
**governed by the Order of 23 September 1967**

**BY-LAWS**

**TITLE 1**  
**MEMBERS' RIGHTS AND OBLIGATIONS**

**ARTICLE 1 - MEMBER CONTRIBUTIONS**

In accordance with Article 9 of the Consortium contract, the Consortium is financed in part by the members' annual contribution whose amount is fixed annually by the Assembly.

For each member, the annual contribution is proportional to the number of votes or to the fraction of a vote held in the Consortium and is adjusted in proportion to the effective duration of presence within the Consortium.

With exception to the above, the contribution of a founding member is not proportional to the number of votes held, but represents 11 times the annual contribution for one vote set by the Assembly.

The value of the annual reference contribution for a vote is set at 320,000 euros, value added tax not included. This value is reassessed each year, when the annual budget is voted, based on the following formula:

$$C = 320,000 \times S_1/S_0$$

Where:

C = discounted value of the contribution

S<sub>0</sub> = September 1991 Syntec<sup>1</sup> index of 152.9

S<sub>1</sub> = Syntec index of the discount year.

The value of the annual contribution for one vote may be less than the discounted amount defined above, on a decision by the Assembly pursuant to Article 12 of the Consortium contract. It may also be more than the said amount, and in this case one of the members may veto the overrun of the annual contribution with respect to the reference value. The members' annual contribution will then be limited to this reference value after discounting, and those members who so wish may add to the Consortium's annual budget through subsidies.

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<sup>1</sup> Official Bulletin index

## **ARTICLE 2 - WITHDRAWAL FROM MEMBERSHIP**

Any member who withdraws from membership remains liable for the payment of its annual contribution until expiration of the period of notice and owes a subsidy corresponding to the remainder of its annual contribution until the end of the current accounting year. It also remains jointly and severally liable for any commitments of the Consortium to creditors who have not waived the joint and several liability, that were entered into prior to entry of the withdrawal in the French Register of Business Names (*Registre du Commerce et des Sociétés*).

However, with respect to the Consortium and its members, the withdrawal is deemed to be accomplished as from the expiration of the period of notice. The Consortium shall accordingly indemnify the outgoing member where necessary for any payments that would accordingly have to be made by this member by virtue of past acts or obligations entered into between the date of expiration of the period of notice and the date of entry of the withdrawal in the Register of Business Names, providing the relevant member has not been involved in the act or in the incipient involved liability.

The member which withdraws from membership is entitled solely to the refunding of its current account increased by its share of the result proportional to the time from the beginning of the current accounting year to the effective date of withdrawal from the Consortium. It has no rights to any allowances for depreciation. The sums due to the withdrawing member will be reimbursed after the accounts for the period under review have been approved. The votes of the outgoing member are cancelled.

## **TITLE II ASSEMBLY OF MEMBERS**

### **ARTICLE 3 - COMPOSITION OF THE ASSEMBLY**

The founding member may nominate a maximum of five representatives.  
His number of votes shall be divided between the number of designated representatives.  
Each member of the second, third and fourth groups may nominate only one representative.

### **ARTICLE 4 - FUNCTIONING**

The Assembly is convened by the President, on his initiative or at the request of the founding member or of two other members. It meets at least twice a year, one meeting being for the purpose of approving the accounts within six months of closing each accounting year. Meetings of the Assembly are convened in writing, sent to the members' representatives at least fifteen days before the date of the meeting. Any member may ask for an item to be placed on the agenda of the Assembly.

The agenda is decided by the President after consulting the Director. It must include all requested items. It must be enclosed with the notice of the meeting, together with all documents required to

inform the members' representatives. At the closing of the accounts, the reports of the auditor of accounts, the balance sheet and the profit and loss account must be communicated.

The Director and the Chairman of the Scientific Council attend the Assembly and have no voting power. The Assembly may invite any representative of an entity associated with the development of the Consortium through donations, subsidies or financial contributions, without their being entitled to vote.

The discussions of the Assembly are recorded in minutes kept in a register at the Consortium's registered office.

#### **ARTICLE 5 - ATTRIBUTIONS AND VOTES OF THE ASSEMBLY**

Each member has a right of veto for subscribing to a loan from a financial establishment, for issuing any financial security in favour of third parties and for undertaking any expenditure commitment greater than one hundred and sixty thousand (160,000) euros, value added tax not included.

#### **ARTICLE 6 - BUREAU**

The founding member nominates one representative and the members of the other groups nominate one of their number to form a Bureau that will meet regularly at the Consortium's registered office under the authority of the President of the Assembly and in the presence of two representatives of the Consortium.

The role of the Bureau is to prepare the discussions of the Assembly and to help the Director to implement the decisions taken by the Assembly.

### **TITLE III ADMINISTRATORSHIP AND DIRECTORSHIP**

#### **ARTICLE 7 - THE DIRECTOR**

Pursuant to Article 14 of the Consortium contract, the Director has all the required authority to implement the general policy and decisions adopted by the Assembly. He is competent in the following areas:

- Representing the Consortium in all acts of civil life and taking part in court proceedings on its behalf.
- Managing and coordinating staff activities.
- At the headquarters and under his responsibility, establishing the accounting of the Consortium's operations in compliance with the current legal dispositions. At the end of each fiscal year, the Director shall produce the following documents: balance sheet, profit and loss account and appendixes.

- Presenting the annual objectives and the corresponding budget estimates to the Assembly.
- Proposing to the Assembly any appointment, promotion, change of job assignment of the heads of units or the teachers, after consulting the Scientific Council.
- Recruiting and dismissing heads of units and teachers pursuant to the decision of the Assembly.
- Appointing, recruiting, promoting and dismissing the other members of staff, on a proposal from the head of unit.
- Signing any agreement and any instrument required for managing the Consortium.

The Director may delegate his powers through a memorandum.

Also, pursuant to Article 14 of the Consortium contract, it is agreed as follows for contractual commitments:

- For expenditure commitments greater than eighty thousand euros (80,000 euros), value added tax not included, the Consortium is lawfully committed solely by the joint signature of the President of the Assembly and the Director.
- For expenditure commitments greater than one hundred and sixty thousand euros (160,000 euros), value added tax not included, the Consortium is lawfully committed solely by the Director's signature pursuant to the express decision taken by the Assembly.
- For contracts involving a significant risk, such as an obligation to achieve a result, a specific contract guarantee, or solvency of doubtful customers, the Director shall endeavour to ensure that a clause is included in which the contracting party waives the joint and several liability between the members.

## **ARTICLE 8 – THE SCIENTIFIC AND PEDAGOGICAL DIRECTOR**

- The Scientific and Pedagogical Director proposes and implements the teaching and research policy. He informs the Scientific Council of his actions on these matters by regularly submitting progress reports to his President. He also sets up the committee of experts nominated by the Assembly, as set in Article 12-d hereafter.

## **TITLE IV RESOURCES - ACCOUNTING PERIODS - ACCOUNTS**

### **ARTICLE 9 - NET INCOME APPROPRIATION**

Pursuant to Article 18 of the Consortium contract, the net income appropriation for a period becomes the asset or the liability of the members in proportion to their annual contribution for year in consideration.

This appropriation of the income, whether positive or negative, will also be adjusted in proportion to the effective duration of presence of the members within the Consortium during the accounting period under review.

## **TITLE V CONSORTIUM CONTROL**

### **ARTICLE 10 - MANAGEMENT AUDIT**

The management audit is performed by one management auditor appointed for a renewable period of three accounting years by the founding member. Management auditor is not remunerated by the Consortium.

## **TITLE VI SCIENTIFIC COUNCIL**

### **ARTICLE 11 – COMPOSITION**

The Scientific Council is composed of members with voting rights who represent the Consortium members and the Eurécom research teachers, and guests without voting rights.

- a - The members with voting rights are as follows:
- 4 representatives of the founding member
  - 2 Eurécom representatives,
  - 1 representative of members of the second group,
  - 1 representative of members of the third group,
  - 1 representative of members of the fourth group.

The term of office for representatives is a three year renewable period. In the event that a representative resigns, he will personally inform the Chairman of the Scientific Council. The name of the new representative will be communicated forthwith to the Chairman of the Scientific Council so that he can inform the members of the Scientific Council no later than with the agenda of the next meeting.

The representatives of founding member are teachers or persons of equivalent rank appointed by their establishments.

The representatives of Eurécom are elected by simple majority by and from among the Eurécom teachers and Assistant Professors.

The representatives of each of the second, third and fourth groups are the persons appointed by the representatives of their group at the beginning of the session. At the beginning of the session, these groups inform the Chairman of the Scientific Council of the name of the representative who will vote for them during this session.

- b - The permanent guest members, without voting rights, are as follows:
- the Scientific and Pedagogical Director of Eurécom,
  - the heads of Eurécom teaching and research units if they have not been elected to membership of the Scientific Council,

- the representatives of the members of the second, third and fourth groups without voting rights during the session.
- c - Occasional guest members, without voting rights, are those (experts) whose attendance at a specific meeting is deemed useful by the Scientific Council. They are invited by the Chairman of the Scientific Council or by at least two members with voting rights from the Scientific Council.
- d - The Chairman of the Scientific Council is elected by the members of the Scientific Council with voting rights, from among their number. His term of office is a renewable three year period.

## **ARTICLE 12 – COMPETENCE**

- a) The Scientific Council ensures that the Eurécom core curriculum is consistent with the other parts of the curriculum previously followed by the students. In particular, it deals with the conditions of selecting and ranking students and proposes any measures that will facilitate the integration of students coming from different schools.
- b) The Scientific Council expresses an opinion on the research policy proposal drawn up by the Scientific and Pedagogical Director in concert with the heads of units.
- c) The Scientific Council expresses an opinion on the Director's proposals for any appointment and promotion of teachers and any assignment and change of assignment of the heads of teaching and research units.
- d) Every year, the Scientific Council submits a report to the Assembly. This report includes a teaching assessment based on student evaluations, teacher comments and a research assessment.

At least every four years, the Scientific Council communicates a proposal to the Assembly concerning the composition of a commission of experts in charge of assessing research and a definition of the scope of its assignment.

## **ARTICLE 13 – FUNCTIONING**

The Scientific Council meets at least twice a year and also at the request of the Scientific and Pedagogical Director, the Chairman of the Council, or four of its representatives.

Each representative has one vote that he may delegate to another person. This delegation must be made by a power of attorney in writing. Opinions are adopted by simple majority of votes. At each meeting an attendance sheet is signed by the participants.

The opinions on the Scientific and Pedagogical Director's activities are decided by a restricted vote in which the Eurécom representatives do not participate. When a Eurécom representative is personally concerned by an opinion, he cannot vote and only takes part in the discussion if so invited by the Chairman.

The agenda covers all questions put forward by the Chairman of the Scientific Council and the Scientific and Pedagogical Director, and those put forward by at least two representatives. It also includes, as a preliminary item, the approval of the minutes of the previous Council meeting.

The minutes of each session are drawn up by a secretary of the session designated for this purpose by the Chairman of the Scientific Council. They must give the list of representatives present and represented and must detail the number of votes cast. Provisional minutes endorsed by the Chairman of the Scientific Council are communicated within one month after the meeting. The minutes of each meeting are approved at the following meeting.

The Chairman convenes the Council meeting and communicates to each of the representatives the agenda of the meeting and all necessary documents. He also sends the representatives the minutes of the meetings. He sends the opinions and the annual report of the Council to the Assembly. He draws up a report on the results of the Scientific and Pedagogical Director's activities and sends it to the Scientific Council for an opinion.

The participants at the meetings of the Scientific Council do not receive any remuneration whatsoever for their attendance at said Council meetings.

The meetings are held in principle on the Eurécom premises. However if no room is available at Eurécom, the venue of the meeting may be changed at the Chairman's discretion.

#### **ARTICLE 14 – DISCRETION**

The proceedings of the Scientific Council are confidential. Outside the represented institutions, documents may only be communicated to third parties with the agreement of the Council.

Those records of staff in the process of being recruited, that are submitted to the Council for an opinion, are kept solely by the Consortium Director. Any records or extracts from records entrusted to a representative must be kept confidential by him and returned to the Director after they have been examined.

#### **ARTICLE 15 - MODIFICATION TO THIS TITLE**

This title may be modified on a proposal from the Chairman of the Scientific Council or the Scientific and Pedagogical Director or at least four representatives. A majority of two-thirds of the representatives is required to adopt the proposed modification.

Any modification has to be submitted for approval by the Assembly and, failing such approval of the proposed wording, the Assembly substitutes for the Council and decides on the adequate wording.

### **TITLE VII TEACHING COMMITTEE**

#### **ARTICLE 16 - COMPOSITION**

The Committee comprises the following representatives who have a renewable three-year mandate unless otherwise specified:



- The permanent teachers/researchers of Eurécom who have graded an exam during the semester preceding the meeting of the Teaching Committee .
- A representative of Eurécom is designated by the Scientific and Pedagogical Director from among the Academic Affairs Department.
- A representative of the founding member mandated by his institution.
- A representative of each academic member.

The following persons attend the Committee meetings without being entitled to vote:

- A representative from each school of origin of Eurécom's students other than those that are members of the Consortium:
  - The Chairman of the Eurécom Student Bureau.
  - Three student representatives of Eurecom, one from ENST and a two from the other schools. They are elected for a school year by the students from the respective schools by secret ballot. The election is held each year at the beginning of April.
  - At the invitation of the President, the Committee may call on any person whose opinion it deems necessary, but who is not entitled to vote.

The Committee is presided by the Scientific and Pedagogical Directory or any person designated by him should he be unavailable.

When it sits as a board, the Committee is composed as follows:

- the permanent teachers/researchers of Eurécom who are Professors and Assistant Professors.
- the members of Eurécom staff who are in charge of a course during the semester preceding the meeting of the Committee.

When it sits as a board, the Committee is presided by the Scientific and Pedagogical Director or any person designated by him should he be unavailable. In the event of an equal number of votes, his vote overrides the others.

## **ARTICLE 17 - COMPETENCE**

The Committee examines teaching matters, courses and graduation, and addresses disciplinary matters.

- a) Within the scope of the general policy defined by the Scientific Council and approved by the Assembly, it examines the implementation of the curricula and teaching programs. It makes proposals to the Scientific and Pedagogical Director on all matters connected with training and teaching work at Eurécom.
- b) All matters relating to the supervision of studies and graduation are referred to the Committee for an opinion. It forms a board that decides on the awards of credits and ratings as well as any compensation or extra tuition for parts of the curriculum where its arbitration is required. It

makes out the list of students who have met the obligations imposed regarding these parts of the curriculum.

The Committee receives delegation of powers from similar bodies in ENST and other schools, for supervision of the training of these schools' students who are following the Eurécom curriculum.

- c) All disciplinary matters are referred to the Committee. In the event of serious breach of discipline by a student, it may decide on disciplinary action after hearing the student concerned and examining his record.
- d) The Committee proposes all measures regarding teacher evaluation, examines the result of these assessments and is informed of the steps taken by the Director and the Teaching Staff.

## **ARTICLE 18 - FUNCTIONING**

The Committee, chaired by the Scientific and Pedagogical Director, meets once at the end of each semester and also at the request of the Chairman of the Committee or of five of its representatives.

Each representative has one vote. However, when the Committee sits as a board, after discussion by all the representatives of the Committee, the conclusions are put to a restricted vote without the students being present. If disciplinary action is envisaged, the student may ask to be heard prior to the vote.

The agenda covers all matters put forward by the Chairman of the Committee and those put forward by at least two representatives. It also includes, as a preliminary item, the approval of the minutes of the previous Committee meeting.

The Chairman convenes the Committee meeting and communicates to each of the representatives the agenda of the meeting and all necessary documents. He also sends the representatives the minutes of the meetings. The opinions of the Committee are adopted by simple majority of votes. The meetings are held in principle on the Eurécom premises. However if no room is available at Eurécom, the venue of the meeting may be changed at the Chairman's discretion.

The minutes of each session are drawn up by the representative of the Academic Affairs Department. They must give the list of representatives present and must detail the number of votes cast. Provisional minutes endorsed by the Chairman of the Scientific Council are communicated within a month after the meeting. The measures contained therein are enforceable.

The participants at the Committee meetings do not receive any remuneration whatsoever for their participation in this Committee.

## **ARTICLE 19 - DISCRETION**

The proceedings of the Committee meeting are confidential. Outside the represented institutions, documents may only be communicated to third parties with the agreement of the Committee.

## **ARTICLE 20 - MODIFICATION TO THIS TITLE**

This title may be modified on a proposal from the Chairman of the Committee or at least five representatives. A majority of two-thirds of the representatives is required to adopt the proposed modification.

Any modification must be submitted for approval by the Assembly and, failing such approval of the proposed wording, the Assembly substitutes for the Committee and decides on the adequate wording.

Drawn up in one original copy of ten pages on December 15<sup>th</sup> 2006

Kunnskapsdepartementet  
Postboks 8119 Dep.  
0032 Oslo

## Spørsmål om akademisk medlemskap i forskningscenter

Økt internasjonalisering er et uttalt mål for norske universiteter. NTNUs visjon er at NTNU i 2020 skal være internasjonalt anerkjent som et fremragende universitet. Det er et mål at NTNU skal være i internasjonal toppklasse innenfor utvalgte fagområder.

Som ledd i økt internasjonalisering har NTNUs fagmiljø innenfor kommunikasjonsteknologi fått forespørsel fra Eurécom, som er et internasjonalt forskningscenter i Sophia-Antipolis i Frankrike, om å gå inn som akademisk medlem (e-post fra Eurécom, vedlegg 1). Medlemskap vil gi rett til å sende 5 studenter til Eurécom hvert år og en del andre rettigheter i tilknytning til forskning. Medlemsavgiften er på 85.000 Euro pr. år.

### Om Eurécom

Eurécom er et forskningscenter og "Graduate school" i Frankrike som ble opprettet i 1991, og eies av et konsortium av både akademiske og industrielle medlemmer fra flere land i Europa <http://www.eurecom.fr/index.en.htm>. De akademiske medlemmene er alle europeiske eliteuniversiteter innenfor teknologi – Telecom ParisTech, Ecole Polytechnique Fédérale de Lausanne (EPFL), Politecnico di Torino, Helsinki University of Technology, Technische Universität München, Telecom INT, Ecole Polytechnique Fédérale de Zurich (EPFZ) – mens de industrielle medlemmene teller Swisscom, Thales, SFR, Orange, Hitachi Europe, STMicroelectronics, Bouygues Telecom, Sharp, Cisco, BMW Group Research and Technology.

Eurécom er et internasjonalt preget elitemiljø som organiserer utdanning innenfor master og PhD og forskning på vegne av konsortiemedlemmene, innenfor flg. kjerneområder for NTNU: mobilkommunikasjon, multimediateknologi, nettverk og sikkerhet. Hvert medlem betaler en viss medlemsavgift pr år og får da visse privilegier og rettigheter bl.a. rett til å sende et visst antall MSc-studenter til Eurécom hvert år. Studentene får sin grad fra den institusjonen de kommer fra, og får tilleggssertifisering fra Eurécom. Vi viser til nærmere beskrivelse fra prof. Geir Øien av hvordan studieopplegget i samarbeid med Eurécom er tenkt (vedlegg 2). Vi understreker at dette ikke er et

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	<a href="http://www.ntnu.no/administrasjon">http://www.ntnu.no/administrasjon</a>	7034 Trondheim	<b>Telefaks</b> + 47 73 59 80 90	Tlf: + 47 73 59 52 94

All korrespondanse som inngår i saksbehandling skal adresseres til saksbehandleren ved NTNU og ikke direkte til enkeltpersoner. Ved henvendelse vennligst oppgi referanse.

endelig opplegg da vi på grunn av forhold som nevnt nedenfor ennå ikke har startet forhandlinger med Eurécom.

### Medlemskap

Det fremgår av konsortiumkontrakten artikkel 10 (vedlegg 3) at medlemmene i Eurécom vil være solidarisk ansvarlig for selskapets forpliktelser, dvs at man som medlem vil hefte overfor selskapets kreditorer med hele sin formue. Det ligger utenfor de fullmakter universitetene har å gå inn som medlem i et forskningssenter hvor man må påta seg et ubegrenset økonomisk ansvar.

Det er foreslått fra Eurécom at Group Ecole Telecommunications (GET), som er grunnlegger og en offentlig institusjon innenfor høyere utdanning (Group of Telecommunications Schools) og hovedbidragsyter til Eurécom, kan påta seg ansvaret overfor NTNU, dvs slik at NTNU ikke skal bli ansvarlig overfor Eurécoms kreditorer. Dette er GET villig til. Vårt fagmiljø har fått oversendt utkast til en erklæring angående dette (vedlegg 4).

Vi ser at akademisk medlemskap i Eurécom vil være av stor interesse for NTNU rent faglig, både utdannings- og forskningsmessig fordi det utgjør et nettverk av de beste universitetene i Europa på Eurécoms virkefelt.

Vi har derfor to spørsmål til departementet:

1. Kan NTNU gå inn i forhandlinger med Eurécom om akademisk medlemskap gitt vedtekter og konsortiumkontrakt som foreligger i dag (vedlegg 3)?
2. Hvordan må en ansvarsovertakelseserklæring fra grunnleggeren Group Ecole Telecommunications (GET) være formulert for at denne erklæringen sammen med artikkel 10 i konsortiumkontrakten skal være akseptabel for departementet?

Vi stiller gjerne i et møte med departementet for å belyse saken ytterligere.

Med hilsen

  
Torbjørn Digernes

  
Anne Rossvoll  
studiedirektør

Vedlegg:

1. E-post fra Eurécom
2. Beskrivelse fra prof. Geir Øien
3. Konsortiumkontrakt og vedtekter
4. Utkast til erklæring om fritakelse for ansvar

Vedlegg 5



DET KONGELIGE  
KUNNSKAPSDEPARTEMENT

NTNU Hovedarkivet
Saksnr. 7/15215

Norges teknisk-naturvitenskapelige universitet  
7491 TRONDHEIM

Deres ref  
7/15215/AMS

Vår ref  
200802281-/EHD

Dato  
10.04.2008

### Spørsmål om medlemskap i Eurécom

Vi viser til brev 25. mars 2008 vedrørende medlemskap i Eurécom.


NTNU understreker i sin redegjørelse at *"medlemskapet IKKE innebærer at NTNU kjøper seg inn i noe aksjeselskap eller lignende: det er en årlig medlemsavgift som skal betales for å få tilgang til de privilegier som et fullt akademisk medlemskap innebærer"*.

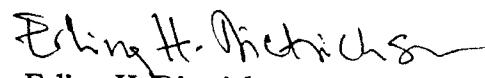
Departementet legger etter dette til grunn at det både rettslig og reelt dreier seg om et medlemskap. Vi kan i utgangspunktet ikke se noe som er til hinder for at NTNU inngår et slik medlemskap.

Det fremgår av konsortiumkontrakten artikkel 10 at medlemmene i Eurécom vil være solidarisk ansvarlig for konsortiets forpliktelser, med mindre noe annet avtales med en tredje part. Som NTNU viser til, ligger det utenfor universitetets fullmakter å påta seg et slikt solidarisk ansvar. Videre viser NTNU til at Group École Télécommunications (GET) er villig til å avgi en erklæring om å påta seg NTNUs ansvar etter artikkel 10.

For at GETs erklæring om ansvarsovertakelse skal være tilstrekkelig til at NTNUs medlemskap er innenfor universitetets fullmakter, må erklæringen klart angi at GET påtar seg ethvert ansvar som grunnet universitetets medlemskap i Eurécom rettes mot NTNU, og at NTNU ikke under noen omstendighet kan holdes ansvarlig for slike krav. Erklæringen må være gyldig i alle aktuelle jurisdiksjoner.

Med hilsen

  
Lars Vasbotten (e.f.)  
avdelingsdirektør

  
Erling H. Dietrichson  
rådgiver

Institut Eurécom  
2229 route des crêtes, BP 193  
F-06560 Sophia-Antipolis cedex  
FRANCE

Dear Mr President,

### CONCERNING POSSIBLE ACADEMIC MEMBERSHIP OF THE NORWEGIAN UNIVERSITY OF SCIENCE AND TECHNOLOGY (NTNU) IN EURÉCOM

We are extremely grateful that NTNU has been invited to become a member of Eurécom.

We understand that this type of membership will give NTNU the right to send a certain number of students to Eurécom each year. We consider this to be particularly interesting for our education and research in mobile communications, multimedia technology, networks and security.

We have received the Consortium Contract and the By-Laws and see that Article 10 in the Consortium Contract states that:

*The Consortium members are liable for the debts of the Consortium with their own assets. They are jointly and severally liable unless otherwise agreed with third contracting parties.*

*In their relations with one another, the Consortium members are liable for the debts of the Consortium in proportion to their contribution. A new member, if it so requests, may be exempted by the Assembly from debts contracted prior to its membership.*

NTNU is a State-owned institution. Therefore there are restrictions on the authority we have been delegated by our ministry, the Ministry of Education and Research. This means that we are not authorized to enter into membership of a consortium where we have to assume joint responsibility for the debts of the Consortium. We have understood that what was previously Group École Télécommunications and is now Institut Telecom can assume financial responsibility on behalf of NTNU.

We have presented the case to the Ministry of Education and Research in Oslo and received their answer in a letter dated 10 April 2008. The Ministry of Education and Research stipulates the following conditions in order for membership of Eurécom to fall within the authority they have delegated to NTNU:

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NO-7491 Trondheim Norway	E-mail: postmottak@adm.ntnu.no <a href="http://www.ntnu.no/administrasjon">http://www.ntnu.no/administrasjon</a>	Hovedbygget Høgskoleringen 1 NO-7034 Trondheim	+ 47 73 59 80 11 <b>Fax</b> + 47 73 59 80 90	Anne Marie Snekvik Phone: + 47 73 59 52 94

All correspondence that is part of the case being processed is to be addressed to the relevant unit at NTNU, not to individuals. Please use our reference with all inquiries.

- it must only apply to a membership both in legal terms and in reality
- there is to be a concise declaration from Institut Telecom that it assumes financial responsibility regarding the membership of the Norwegian University of Science and Technology (NTNU) in Eurécom and that under no circumstances can NTNU be held liable for the debts of the Consortium.

The letter from the Ministry of Education and Research dated 10 April 2008 is enclosed with an English translation.

Consequently we request that the declaration from Institut Telecom that assumes financial responsibility has the following formulation:

*Institut Telecom assumes complete financial responsibility regarding the membership of the Norwegian University of Science and Technology (NTNU) in Eurécom. Under no circumstances can NTNU be held liable for the debts of the Consortium.*

The declaration is to be signed by a person with the authority to make such a declaration.

Please note that all documents we receive will become information in the public domain.

We are looking forward to your reply at your earliest convenience.

Yours sincerely,



Torbjørn Digernes



Anne Rossvoll

Director of Student and Academic Division

Enclosure



