


Template: LOI

The LOI includes two parts: the legal terms and a project description. An example of LOI content is given below.

A

Legal terms



Start with creating:

- A list of signing parties (name, address)
- A short description of each signing party


Followed by the sections (deep dive on next slides):

1. Background
2. Validity and Legal Effect
3. Documents
4. The study
5. Confidentiality
6. Publication
7. Non-exclusion
8. Term and Termination
9. Choice of Law and Dispute Resolution
10. Signatures

To be reviewed by legal teams of Workstream Leads

B

Schedule Project Description (PD)



1. Introduction
2. The Project
 - A. Project overview
 - B. Project vision
 - C. Project goals
 - D. Project timeline
 - E. Project organization
 - F. Roles and responsibilities
3. Commitment and contribution
4. Finance and budget (if relevant)
5. Reporting

Use Project vision, goals, requirements, and narrative (see 1B)

Use Pre-Feasibility Study project plan (see 2E)

Use Consortium formation, incl. assignment of roles and project governance (see 1A)

To be reviewed by project team members of Workstream Leads



Template: LOI – Part A: Legal terms (1/3)



An overview of signees and participating companies is required to set up the LOI. Template to be sent out to project members



Signees / Project Supervision / Key Personnel

- Name
- Job Title
- Company
- E-Mail Address / Mobile Number



Companies

- Partner Full Registration Name
- Company reg. no.
- Address
- Postal Code
- Country
- Other relevant information for the specific area



Template: LOI – Part A: Legal terms (2/3)



Section in the LOI	Key content/ messages
1 Background	By signing this LOI, the Parties confirm their strong intentions to initiate the collaboration to carry out the pre-feasibility study.
2 Validity and Legal Effect	This LOI is solely an expression of the Parties' intentions and shall not constitute any legally binding obligations for the Parties, except for confidentiality obligations
3 Documents	The Schedule [PD] (Project Description) is an integral part of this LOI and all references made to this LOI include a reference to the Schedule [PD] Project Description
4 The study	The "Project" shall mean the project governed by this LOI as described in Schedule [PD] Project Description
5 Confidentiality	<p>The Parties are obliged to keep confidential any information that is exchanged between the Parties in connection with the Project and that is explicitly and clearly marked as confidential upon disclosure</p> <p>Where disclosure is required by law, prior to such disclosure the receiving Party shall consult with the disclosing Party in good faith about the terms of the receiving Party's disclosure of the disclosing Party's confidential information</p> <p>The confidentiality obligations set out in Section 6 will survive termination of this LOI for a period xx years from termination of this LOI</p>



Template: LOI – Part A: Legal terms (3/3)



Section in the LOI	Key content/ messages
6 Publication	<p>For the purpose of this LOI, "Publication" means (i) the publication of an abstract, article, study, paper or similar in a journal or in other public domains, (ii) presentations at a conference, seminar or other public domains, and (iii) any other disclosure that is meant to inform or present a certain topic to a wider group of recipients or unidentified audience, and "Publish" and "Publishing" are to be construed as meaning the same</p> <p>Joint publication: The Parties shall in good faith discuss a joint initial Publication of the Project results and the general principles for references to the Parties' involvement in this Project</p> <p>Required Publication: subject to the confidentiality obligations, the requirement for publicity shall be honored in good faith by all project participants.</p>
7 Non-exclusive	<p>This LOI is non-exclusive and nothing in this LOI shall prevent or restrict a Party from entering into identical or similar arrangements, letters of intent and/or agreements with any other persons or entities</p>
8 Term and Termination	<p>Start date: When all parties have signed the LOI, counting from the date on which the last Party signed it ('Effective Date')</p> <p>End date:</p> <ul style="list-style-type: none">• If the Parties enter into the contemplated Agreement or a similar agreement governing the Project<ul style="list-style-type: none">• LOI automatically terminates when project is completed• LOI ends on a defined 'Expiration Date'• If the contemplated Agreement is not entered into or the Project is not completed 30 calendar days prior to the Expiration Date, and upon notice from a Party to the other Parties, the Parties agree to enter into good faith discussions for an extension of the term of this LOI



Template: LOI – Part B: Schedule (PD) Project Description



Section in the LOI	Key content/ messages
1 Introduction	This Schedule [PD] sets out the main parts of the Project details . Including the Project Title
2 The Project	<div><div><div>A. Project overview</div><div>B. Project vision</div><div>C. Project goals</div><div>D. Project timeline</div><div>E. Project organization</div><div>F. Roles and responsibilities</div></div><div><div>Use Project vision, goals, requirements, and narrative (see 1B)</div><div>Use Pre-Feasibility Study project plan (see 2E)</div><div>Use Consortium formation, incl. assignment of roles and project governance (see 1A)</div></div></div>
3 Commitment and contribution	The Parties have committed to contribute to the Project by providing the human, financial and/or material contributions on those terms set out in this LOI (e.g., workstream internal meetings organized by Workstream Lead, status meetings with the whole project team, workshops with the whole project team)
4 Finance and budget, if relevant	Each party shall bear its own costs and expenses incurred in connection with the performance of the Pre-Feasibility Study under this LOI
5 Reporting	The Parties will meet to report on agreed content as previously decided

