

‘How to capture cooperation in a contract?’

by MARIJKE ROELANTS



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- Why do you need a contract ? **It helps to shape a successful collaboration !**
- Answers to 4 questions:
 - which contracts would you typically need to set up a cooperation?
 - what would you need to put in those contracts?
 - who may sign the contracts?
 - what do you need to know about handling disputes in the contract?

SCHEDULE OF THE WORKSHOP

1. **Session 3**: 13.45 p.m. to 14.45 p.m.
2. **Session 4**: 16.15 p.m. to 17.15 p.m.

Questions?

- **Feel free to ask on the spot.**
- **Last 15 minutes of the workshop are reserved for your questions.**

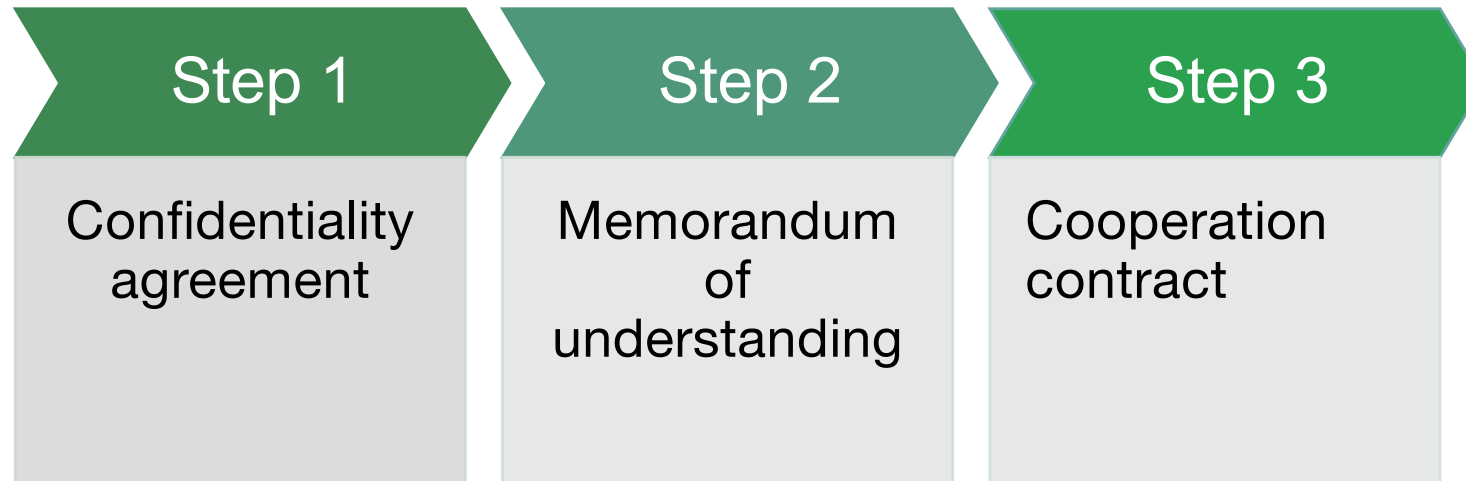


Background Marijke Roelants

- Germanic languages KU Leuven
- European Studies UCL
- Law studies KUB and VUB (Intern European Parlement, know-how assistant Allen & Overy, Paralegal at Bogaert & Vandemeulebroeke PwC)
- Lawyer since 2004 (International law firms NautaDutilh, Dechert, ...)
- Managing Partner BoldLAW since 2018
- Member Editorial Board TRV-RPS (Legal Magazine on company law, association law, financial law and tax law) since 2009
- President Belgian National Committee of the Union Internationale des avocats since 2023
- Author of articles on legal topics such as partnerships and director liability

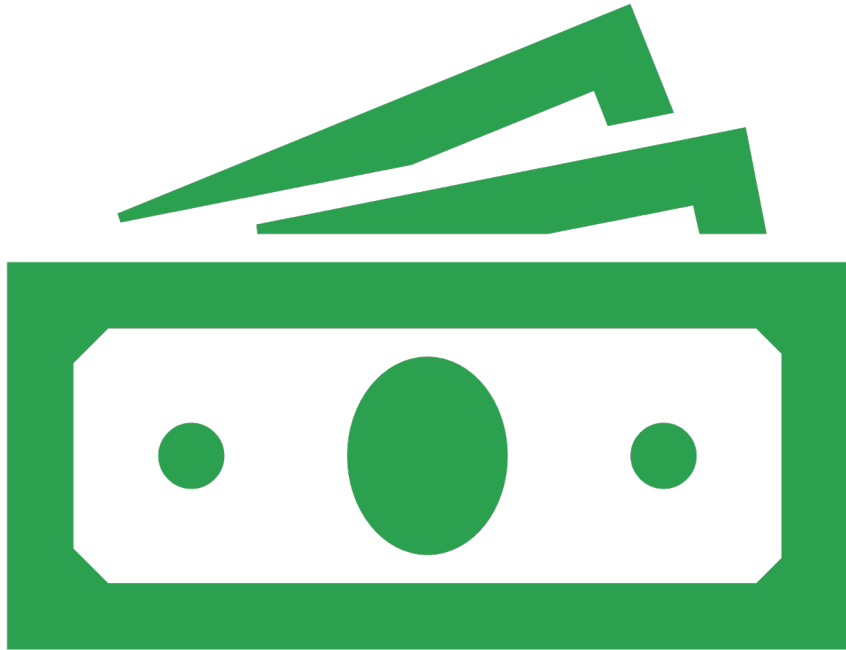
20/05/2022

Question 1: which contracts would you typically need to set up a cooperation?



Question 2: what would you need to put in these contracts?

(confidentiality agreement, memorandum of understanding, and cooperation contract)



Confidentiality agreement (CA)



Purpose CA = protection of :

- Trade secrets
- Business information
- Research results
- Membership data
- Personal data
- ...

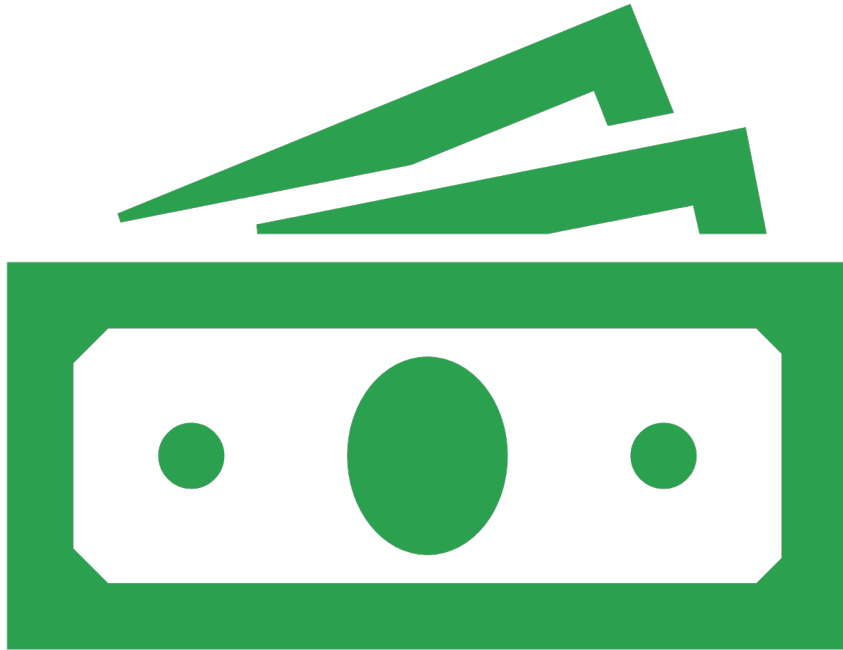
Important clauses confidentiality agreement

Reciprocity

Exceptions to non-disclosure

Damages clause

Duration



Memorandum of Understanding (MoU)



Purpose MoU
=
finding out if
'it is a match'

- Shared vision

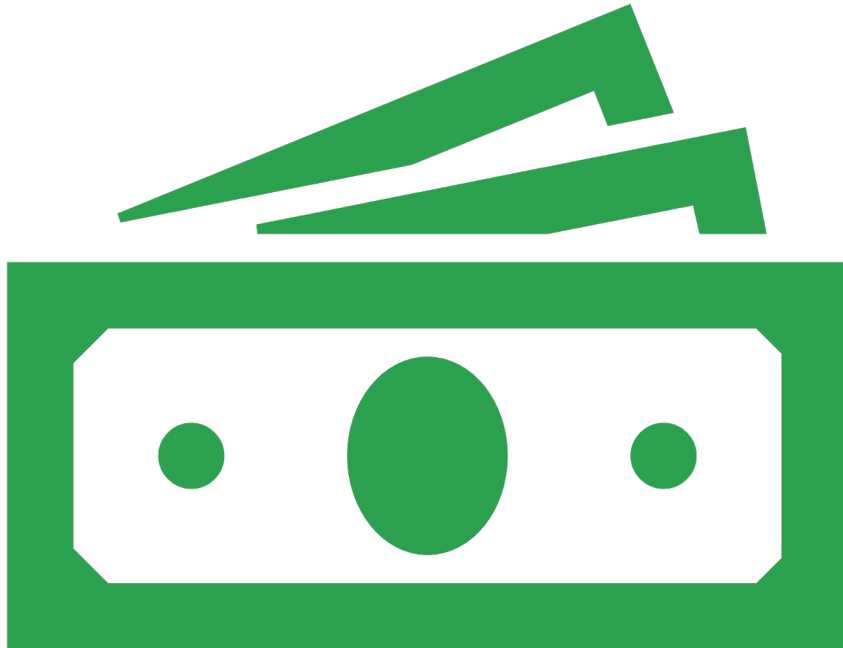
Important clauses MoU

Intention to cooperate

Goals - tasks – responsibilities – costs (general principles)

Exclusivity?

Binding?



Cooperation
contract
(CC)



Purpose CC
=
to formalize the
cooperation

- Definitive binding legal document

Important clauses CC

Commitment to cooperate

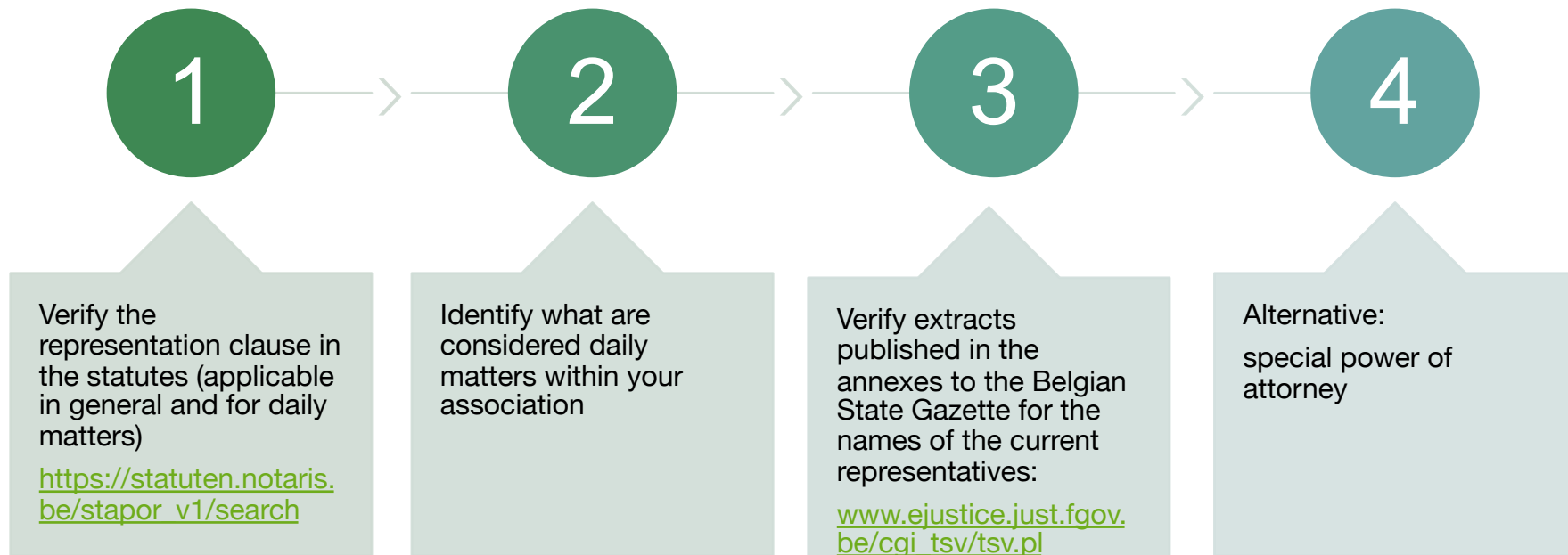
Goals - tasks – responsibilities- costs (details)

Liability

Duration

Question 3: who may sign the contracts?

How to find out?



Question 4: what do you need to know about handling disputes in the contract?



Applicable law

○Dont's:

- Applicable law not mentioned
- Laws of two countries
- **Risk**: complex international private law issues

○Do's:

- Choose the law of one country
- Alternatives (?)
 - UNICITRAL
 - EU LAW

Jurisdiction (competent court)

Dont's:

- Competent courts not determined
- Choose for the court of the country of which the law is not chosen as applicable law
- **Risk:** complex international private law issues

Do's:

- Choose the courts of one country
- Arbitrage : ICC (International Chamber of Commerce), CEPINA (Belgium)



Amicable dispute resolution starts with the contract



- Mediation:
 - A neutral person independent from the parties helps to find a solution
- Collaborative negotiations:
 - Each party has its own collaborative lawyer with a mandate to reach a settlement. If it fails, the lawyers must resign from the case

Contact us :



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Accessible from everywhere with public transport

Q-Park for cars next to the office

