



Memorandum of Understanding
Adhesion to the European SALUS Network
(English version)

Between

LUMEN APS, hereinafter referred to as "LUMEN", fiscal code 91054850333 and VAT no. 01503840330. with registered office in San Pietro in Cerro (PC) - ITALY, strada provinciale per Polignano 5/13, registered with the EU Transparency Register no. 958194136128-45 in this deed represented by Mr Paolo Premori, born in Parma on 03/08/1973, fiscal code PRMPLA73M03G337F as legal representative

and

Insert name/address/legal information of the organization, hereinafter referred to as "Member"

Foreword

The SALUS initiative was born at the impetus of Ms Milena Simeoni in December 2018 and manifested itself for the first time during the International Conference "SALUS, focusing on health promotion" organized by LUMEN on 1 April 2019 at the EPLO in Milan and subsequently on 10 April 2019 at the European Parliament in Brussels.

LUMEN in June 2019 launched the European SALUS Network on the basis of the SALUS Position Paper; in April 2021, the Network then endorsed a policy document called "European Manifesto for Healthy Longevity through Lifestyles and Environmental Sustainability", both of which are attached to and an integral part of this Memorandum.

In December 2019, on the initiative of MEP Eleonora Evi, the SALUS Interest Group, which gathers MEPs, from different nations and political groups, willing to support the initiatives of the European SALUS Network, was established at the European Parliament.

This agreement replaces any previously signed agreement, which, LUMEN APS, with a communication dated 18/08/2022, addressed to the members of the previous European SALUS Platform, concluded, according to art. 6 of the previous Memorandum of Understanding.

Article 1 - Aims

The aim of the European SALUS Network is to coordinate actions to promote a paradigm shift at the European level that focuses on the indissoluble link between human health, the health of the planet and ecosystems and leads to a real change toward a healthier, fairer and more environmentally sustainable European society.

The paradigm shift promoted by SALUS is based on these three principles:

- a. curative/remedial action, at every level, should always be coupled and closely linked to health education and health promotion [a bridge between prevention and cure];
- b. the problem-solving approach should always be cross-sectoral, transversal and synergetic [a bridge between reductionism and holism and between science and philosophy];
- c. economic benefits should always be aligned with the common good [a bridge between ethics and economics].

Article 2 - Areas of Cooperation

Based on the aims described above, the areas of cooperation between the members of the European SALUS Network are summarized as follows:

- a. Organizing events, sustainable and consistent with the SALUS principles, that disseminate valid information on the concrete possibilities of a paradigm shift on the global health issue, establishing a constructive dialogue with the European Commission, the European Council and European States, including non-EU ones, as well as with International Organisations;
- b. Propose legislative initiatives in the appropriate fora, also favouring the participation and involvement of European citizens in the debate, emphasising the instrument of European Citizens' Initiatives and possible new instruments of direct democracy defined at the European level;
- c. Supporting the launching of experiments and data collections that make it possible to prove the effectiveness of transversal and interdisciplinary pathways for promoting health combined with environmental sustainability and the effectiveness of legislative proposals promoted at local and European levels in this area;
- d. Encourage the establishment of Interest Groups or Parliamentary Intergroups, both at European and national levels, to promote the cross-cutting approach that characterises the SALUS initiative and promote collaboration with pre-existing groups active on related topics.

Article 3 - Lead Organisation

LUMEN plays the role of the lead organization of the Network and is responsible for:

- a. ensuring the coordination of the activities under this agreement and providing the member entities with any toolkits or materials produced within the Network, including logos;
- b. organizing at least one annual update meeting with the members of the Network;
- c. define an annual plan of activities of the Network;
- d. define the annual membership fees referred to in Article 6;
- e. set up possible ad hoc working groups in which representatives of the members may participate;
- f. carry out the secretarial activities for the Network and for the Interest Groups linked to it, at European and national level;
- g. carrying out administrative activities related to the activities under this agreement (e.g. accepting quotations, concluding contracts, issuing invoices for sponsorships, purchases, collecting donations, etc.);
- h. managing and documenting income and expenditure related to SALUS activities, including LUMEN's expenses for coordination and secretariat activities and producing an annual report;
- i. defining, updating and making public the "Guidelines for fundraising and sponsorships in favour of SALUS";
- j. managing the official communications of the Network;
- k. drafting advocacy documents (position papers, open letters, official communications, etc.) using the method of the silence of consent, for a period of at least 1 week - if the silence of consent is broken by a Member, the document is signed as SALUS European Network if it obtains at least 15 signatory Members or 30% of the total, specifying who signs it;
- l. manage the data collected in the exercise of activities under this agreement (e.g. newsletter contacts, donors, sponsors, signature collection, etc.) in accordance with Art. 10.

Article 4 - Rights and commitments of the Members

The Member of the European Network SALUS:

- a. agrees to support the aims set out in art. 1 and to commit itself to carry out coordinated actions in the areas of cooperation set out in art. 2, or to collaborate in the success of these actions;
- b. agrees to consult LUMEN before launching any action related to this agreement;
- c. authorizes LUMEN to use, without any charge, its name and logo (e.g. on the pages relevant to this initiative on the SALUS website) for the purposes of this agreement;
- d. declares to be available to be contacted for communications regarding the planning of actions that its organization might be interested in supporting;

- e. undertakes to pay at the signature of this agreement and by 31st March of each following year, the annual membership fee to the Network, as defined in Art. 6;
- f. has the right to make proposals to the Network concerning SALUS activities;
- g. has the right, if it attends at least one annual meeting, to vote on the objectives of the annual plan;
- h. has the right of priority to participate, with its own representative, in SALUS events;
- i. has the right to use a range of images and other resources specifically dedicated to SALUS initiatives, - upon request and subject to approval and operational guidance by LUMEN;
- j. has the right to view the membership applications to the SALUS European Network by other organizations and the admission requests by the Philosophical-Scientific Committee as per art. 8 and to express, within 15 days, any remarks or observations that may be useful in the membership/admission choice.

The member which is not based in Italy may propose to coordinate the actions of the European SALUS Network, in agreement and constant liaison with LUMEN, in its own national territory with the aim of:

- encouraging new memberships to the Network among the organizations in that country;
- encourage the involvement of volunteers to support the Network's actions;
- translating the official documents of the SALUS Network into the national language;
- set up, in cooperation with LUMEN, national coordination of the members of the European Network in order to foster involvement in European level actions and to propose actions at national level;
- to foster relations between the European SALUS Network and the national Parliament as well as other national institutions involved in SALUS issues;
- supporting fundraising activities by involving national donors and sponsors;
- promoting any other action that may help the Network to achieve its aims.

Each of the Parties must appoint a person who will serve as the official contact and coordinate the activities of each Organization in order to comply with this Memorandum of Understanding.

The initial names provided by each Organization are:

- LUMEN: Federico Palla - +39 3492201254 - secretariat@salusnetwork.eu
- [name of organization]: [insert name].

Article 5 - How to join the European SALUS Network

Private organizations, whether profit or non-profit, and public institutions that have as one of their aims the education and promotion of health and/or environmental sustainability and that are not financed, in whole or in part, by organizations in conflict with the guidelines for fundraising and sponsorship for SALUS set out in Article 3 letter h) may join the Network.

The applicant organization completes an application form containing the following information:

- i. the name and head office of the organization;
- ii. the purpose;
- iii. the territory in which the activities are carried out (local, regional, national, European, international);
- iv. the type of organization (no-profit, profit, institution) and the budget limit to identify the annual membership fee, as defined in art. 6;
- v. its logo in PNG format (550x500 pixels if possible);
- vi. a declaration that it knows and unconditionally accepts the provisions of this agreement.

LUMEN will send the communication of the request to all the Members of the Network and to the members of the Philosophical-Scientific Committee.

Within 30 days from the sending, after having collected possible signals or observations, LUMEN will decide in full autonomy whether to admit the requesting organization.

After 30 days from the sending and in absence of any communication from LUMEN the admission is considered effective.

Article 6 - Annual membership fees

The annual membership fees for the European SALUS Network are determined as follows:

Type	Budget < 50.000	Budget between 50.000 and 100.000	Budget > 100.000
No profit organization	€ 150,00	€ 225,00	€ 300,00
Profit organization	€ 200,00	€ 300,00	€ 400,00
Public Institution	€ 400,00		

The annual fees may be modified by LUMEN by means of a communication to be sent to all members and effective from the year following the communication.

A member organization that joins before 30 June shall pay the full fee for the current year, whereas if it joins after 30 June it shall pay the annual fee reduced by 30%.

Article 7 - Effective Date and Signature

This Memorandum of Understanding shall enter into force on the date it is signed by both Parties and shall be valid without expiration unless terminated by either Party.

The Parties adhere to this Memorandum of Understanding by their signatures.

Article 8 - Philosophical-Scientific Committee

The Committee is composed of experts from different fields related to the topics of health education/health promotion and environmental sustainability. The task of the Committee is to offer technical opinions on official documents of the European SALUS Network and to be available as expert speakers for SALUS events.

Experts who want to apply to be part of the Committee have to send a declaration of interest to LUMEN containing:

- a. a commitment to actively participate in the meetings and to give voluntary support to the activities of the Committee in their areas of professional and scientific expertise;
- b. the declaration that they have no conflicts of interest with the activities of the SALUS Philosophical-Scientific Committee or that they have them and, if so, list them
- c. a brief description of one's educational experience, one's areas of expertise, any publications, academic awards and anything else that may be useful for the purpose of assessing one's professional and scientific competence.

LUMEN will send the communication of the request to all the Members of the Network and to the members of the Philosophical-Scientific Committee.

Within 30 days from the sending, after having collected possible signals or observations, LUMEN will decide in full autonomy whether to admit the requesting organization.

After 30 days from the sending and in absence of any communication from LUMEN the admission is considered effective.

Article 9 - Confidentiality

The Parties agree to maintain the confidentiality of all confidential information provided by the other Party unless such information has been placed in the public domain. Any information relating to the activities of the European SALUS Network shall remain strictly confidential unless otherwise agreed in writing between the Parties.

Article 10 - Privacy

By signing, each Party expressly permits the other Party to enter the data included in this Agreement into their respective databases.

Each Party expressly allows the other Party to communicate its data to third Parties, if such communication is necessary for the fulfilment of the rights and obligations

connected to the execution of this agreement, or if it facilitates the management of the relationships deriving from this agreement.

The data collected in the exercise of the activities under this agreement are the property of LUMEN, which manages them in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

The owner and controller of the data is the pro-tempore President of LUMEN APS, who may share them with Members of the SALUS Network and Members of the Philosophical-Scientific Committee in accordance with the current legislation.

Article 11 - Resolution

Either Party shall have the right to resolve the Memorandum of Understanding at any time by notifying the other Party in writing within 30 days. The Parties agree that the possible resolution of this Memorandum of Understanding shall not affect the completion of the activities under development at that time and, therefore, in case of unilateral resolution, measures shall be put in place in order to ensure that the resolution does not jeopardize any pre-existing and already ongoing commitment, project or activity, in order not to jeopardize the purpose of the European SALUS Network.

Failure to comply with the commitments set out in Article 4 is grounds for exclusion from the Network.

Duly signed in two originals,

On behalf of [name of Organization]

Signature:

[insert name]

Duly authorized in the name and on behalf of:

[name of Organization]

Address:

Email:

Phone number:

On behalf of LUMEN APS

Signature:

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