



MAX PLANCK INSTITUTE
FOR COMPARATIVE PUBLIC LAW
AND INTERNATIONAL LAW



**UNIVERSITY OF
CAMBRIDGE**

COLLABORATIVE AGREEMENT

BETWEEN

MAX-PLANCK-GESELLSCHAFT ZUR FÖRDERUNG DER WISSENSCHAFTEN E.V.

AND

LAUTERPACHT CENTRE FOR INTERNATIONAL LAW, FACULTY OF LAW

UNIVERSITY OF CAMBRIDGE

- 1) The Max Planck Institute for Comparative Public Law and International Law (MPIL), on behalf of the Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V., and the Lauterpacht Centre for International Law, Faculty of Law, University of Cambridge (LCIL) wish to collaborate in the promotion of the research and study of international law. Towards achieving this aim, the MPIL and LCIL wish to establish the Max Planck-Cambridge Prize for International Law (the Prize). This agreement sets out the parties' rights and obligations in relation to the Prize.
- 2) Commencement and term: This agreement is effective from 15 October 2020 and has an initial term of 10 years (5 prizes). The parties acknowledge that the first prize has been awarded and this agreement applies to that prize. Subject to a positive evaluation of the fulfilment of the scientific purposes of the project, at the end of the term the parties may mutually agree to renew for further 2 year periods (rounds) on the same terms.
- 3) Early termination: Each party can give notice to the other that it wishes to withdraw from this agreement at any time subject to giving two years' notice of its intention of doing so to the other party. If either party withdraws from this agreement, this agreement would terminate and the Prize would cease to be awarded by either party.
- 4) Funding: Funds to support the Prize will be provided and held by MPIL. MPIL will be responsible for ensuring any financial obligations resulting from holding the funds are met, and for all financial commitments and expenses due under this agreement or otherwise in connection with the Prizes that are awarded. The expenses (including all prize monies) for the initial term of 10 years (5 prizes) will be entirely covered by the initial related funding provided by the Supporting Members ("Fördernde Mitglieder") of the Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V (MPG). The specific allocation of such financial resources for each edition will be at the discretion of the MPIL. All expenses entries will be documented and, upon request, made publicly available. In the event that this agreement is terminated, following payment of all amounts due under the agreement, the balance of funds will be retained by MPIL (the future use of the funds will be at the sole discretion of the MPIL and the Supporting Members of the MPG. For the avoidance of doubt, LCIL will in no circumstances be required to make any payments under this agreement or otherwise in connection with the Prize.

- 5) Public statements: Neither party will make any press announcement or public statement about the Prize or this agreement if the content of such statement is not agreed in advance with the other party.
- 6) Brand protection: Neither party will use the name, trade name, trademark, logo or other designation of the other party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other party.
- 7) Use of Cambridge and LCIL brand identifiers: Cambridge University brand guidelines do not allow the use of the University logo or the logo of LCIL to be incorporated within the logo of another organization. However, subject to clause 5 (Public statements) and clause 6 (Brand protection), the name of the University and LCIL alone can be used in materials connected to the collaborative agreement and the award of the Prize as long as they are not incorporated in another logo. Should the University of Cambridge revise its guidelines for use of its name and/or brand identifiers by third parties, any materials relating to this agreement will be adjusted accordingly. All publications will include the logo of the Prize attached hereto as Appendix 1.
- 8) Awarding of the Prize:
 - a. *Aim*: The aim of the Prize is to identify an outstanding mid-career international legal scholar whose seminal contributions to the study of international law have enriched the field and are likely to continue and develop further. The aim of the Prize is to highlight their scholarship, support their future work, and to provide a model for academic excellence.
 - b. *The Prize*: A Prize of 20,000.00 euro will be awarded jointly by MPIL and LCIL after the ceremony. An amount of 15,000.00 euro will be transferred immediately after the ceremony, while 5,000.00 euro will be transferred after the subsequent conditions of award are met (see lett. d and guidelines below). The Prize is a research prize which highlights the relevance of fundamental research in the field of international law in a phase of reconfiguration of the global order. Provided the applicability of relevant German tax law, the prize will be reduced accordingly.
 - c. *Award procedure*: The Prize shall be awarded every two years. The composition of the award committee, the nomination and selection procedure are outlined in the attached Appendix 2 (Guidelines for the Selection Procedure).
 - d. *Conditions of award*: Within two years of the prize ceremony, it is anticipated that the Prize winner will visit the MPIL or the LCIL for a stay of one month, and will visit the respectively other institute for a period of at least five days and be given the opportunity to present a guest lecture or seminar. The Prize winner will meet all expenses in relation to the two visits, and an amount of 5,000.00 euro out of the prize money will be earmarked for this purpose.
- 9) Review of the terms of the award: Following the award of the Prize in each round, both parties have the opportunity to review the guidelines for awarding the Prize and can mutually agree on any modifications they regard as necessary to ensure that the Prize continues to meet the aims of the collaborative agreement. Any changes to the agreement will be confirmed in writing.
- 10) Data protection and relevant legislation: Each party will ensure that it complies with data protection and other relevant legislation in their respective countries.
- 11) Confidentiality: Each party will not disclose any information relating to the awards or the terms of this agreement or any confidential information relating to the affairs of any other party that may come to its knowledge in connection with this agreement to any third party, other than its bona fide professional advisers who are bound by a similar duty of confidence. This excludes information in

the public domain, or which is reasonably required to be disclosed in the course of performing this agreement.

- 12) Limitation of liability: Nothing in this clause 12 shall exclude or limit a party's liability for breach of clauses 10 (Data Protection), 11 (Confidentiality), or 13 (No partnership), or that cannot be excluded or limited as a matter of applicable law. Neither party shall be liable to the other party for any indirect or consequential loss.
- 13) No partnership: Nothing in this agreement shall create a partnership or joint venture or agency relationship between the parties and neither party shall enter into or have authority to enter into any engagement or may any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other party.
- 14) Rights of third parties: This agreement does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to the agreement.
- 15) Severance: The unenforceability of any single provision of this agreement shall not affect any other provision hereof. Where such a provision is held to be unenforceable, the parties shall negotiate in good faith to agree a replacement provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the unenforceable provision.
- 16) Entire agreement: Without prejudice to the rights of the parties in respect of actions relating to fraudulent misrepresentation, this agreement and any documents referred to herein constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the parties relating hereto.

Signed:



Name:

Anne Peters

Date:

14 October 2020

*For and on behalf of the Max Planck Institute for
Comparative Public Law and International Law,*

FOR AND ON BEHALF OF THE

**MAX-PLANCK-GESellschaft ZUR FÖRDERUNG DER
WISSENSCHAFTEN E.V.,**

Signed:



Name:

Mark Elliott

Date:

9 November 2020

*For and on behalf of the Faculty of Law,
University of Cambridge*

APPENDIX 1: PRIZE LOGO



APPENDIX 2: GUIDELINES FOR THE SELECTION PROCEDURE

The guidelines as given below are indicative from the round beginning in 2020 and are open to review and revision in subsequent rounds with the agreement of both parties. The guidelines as given below and their future modifications shall be interpreted in accordance to the agreement and its subsequent modifications. In case of conflict between the agreement and the guidelines, the agreement shall prevail.

SECTION I – GENERAL PROVISIONS

Article 1 – Aim of the Prize

1. The Prize is awarded jointly by the Max Planck Institute for Comparative Public Law and International Law (MPIL) and the Lauterpacht Centre for International Law, Faculty of Law at the University of Cambridge. The aim of the prize is described in Art. 8 of the Agreement. The Prize is not intended as a recognition of lifetime achievement. The Prize also seeks to promote cross-border cooperation of leading research institutes across political boundaries.

Article 2 – Awarding Ceremony

1. The awarding ceremony shall take place alternately in Heidelberg and Cambridge. It shall commence with a *laudatio* by a representative of the non-hosting institution and a lecture given by, or an interview with, the Prize winner. Suitable texts shall be published in a scholarly publication of international law, acknowledging the Prize.
2. The Supporting Members (*Fördernde Mitglieder*) of the Max-Planck-Gesellschaft zur Förderung der Wissenschaften e.V. will be invited to the awarding ceremony and be informed about the activities within the framework of the project.

Article 3 – Follow-Up

1. Within two years from the awarding ceremony, the Prize winner shall visit either the MPIL or the LCIL for a stay of one month, and shall also visit the other institution for a stay of at least five

days and hold a guest lecture or seminar. The Prize winner will meet any expenses associated with the two visits from the Prize money received. An amount of 5,000.00 euro will be held back by the MPIL and the winner will be reimbursed for his expenses against receipts. The details related to the visits to the two institutes will be agreed between the Prize winner and the respective institute. All expenses must be documented and the original receipts must be sent to the MPIL.

SECTION II – AWARD SELECTION PROCEDURE

Article 4 – Selection Procedure

1. The selection procedure for the Prize should be in accordance with these Guidelines and shall be done by a Selection Committee indicated in article 5.
2. The working language of the selection procedure is English.
3. The selection procedure shall consist of three stages: pre-nomination procedure (Article 6), nomination procedure (Article 7) and final decision (Article 8).
4. Data protection: MPIL will be responsible for ensuring that data submitted by committee members as part of the decision process will be held in accordance with relevant data protection legislation.
5. Members of the Selection Committee are responsible for ensuring that any written submissions made as part of the decision process are also sent to the office of the MPIL Chair.
6. Timetable: The timetable and format for each biennial award will be agreed in advance and notified to all members of the Committee.

Article 5 – Composition and Chair of the Selecting Committee

1. The Selection Committee will have eight members: one Director and three early career researchers from each of the two institutes. There should be a change of at least two of the six early career researchers every two years.
2. The Chair of the Selection Committee will be the director of the hosting institute in that round, and thereby alternate biennially. The Chair will have general supervision of the selection procedure. In the event of impediment of the Chair, their institute shall nominate a replacement.
3. There will be a Pre-Nomination Committee, consisting of the six early career researchers (three from each institute) who are members of the Selection Committee.
4. There will be two Pre-Nomination Subcommittees, each composed of 3 early career researchers. The early career researchers at Cambridge will comprise one subcommittee and the early career researchers at MPIL will comprise the second.

Article 6 – Pre-Nomination Procedure

1. Each Subcommittee shall propose a maximum of three candidates for consideration in line with criteria given in Section III. Proposals should be submitted on the form supplied by MPIL for the purpose and include a short written justification for proposing the candidate(s).
2. Committee members must disclose any current or past link or collaboration (both personal and academic) with the proposed candidate.
3. The proposed candidates will form the pre-nomination list.
4. Individual submissions by the Sub-Committees to the pre-nomination list must not be discussed or disclosed to members of the other Sub-Committee prior to the circulation of papers for shortlisting (Article 7).

Article 7 – Nomination Procedure, Collective Discussion Meetings and Final Shortlist

1. The Pre-Nomination Committee will jointly assess and evaluate the pre-nomination list with the aim of shortlisting three candidates for consideration by the full Selection Committee.
 - a) *If a consensus is reached:*

A short list of three candidates will be submitted for consideration of the full Selection Committee.
 - b) *If a consensus is not reached:*

On the form provided by MPIL for the purpose, each of the Subcommittees should present, in order of preference, a list of four candidates.

The three candidates with the highest cumulative preference across both lists will then comprise the shortlist for consideration by the full Selection Committee. In the event of a tie, the short list may be formed of more than three candidates.
2. A written report by a Subcommittee member of the hosting institute in that round summarizing the collective discussion should accompany the submission of the short list for consideration by the Selection Committee.

Article 8 – Final Decision

1. The final decision will be taken by the full Selection Committee, either meeting in person or remotely.
2. The institute taking the Chair will be responsible for keeping the minutes of the final discussion and providing a copy to the other.
3. The Chair should ensure that each member of the Subcommittee is given the opportunity to comment on candidates prior to the two senior members of the Selection Committee commenting on the shortlisted candidates.
4. The final decision will be reached either by consensus or, should this not be possible, by ballot. In the event of a ballot, each of the two Directors will carry three votes; other members of the committee have one vote. In the event of a tie, the Chair of the committee would have the casting vote.
5. The intention is that the meeting will take place no later than 30 June in each year that an award is made.

SECTION III – AWARD SELECTION CRITERIA

Article 9 – Selection Criteria

1. At each stage of the selection process, all members of the Selection Committee should consider the criteria outlined in the Articles 10 to 12 of the guidelines, and in any written submissions the criteria should be referenced appropriately.

Article 10 – Personal Criteria

1. Consideration for the prize is limited to “mid-career” international legal scholars.

2. For the purpose of the prize “mid-career” refers to the academic position of the candidate. Consideration of the candidate’s career as a whole, both retrospectively and prospectively, should be given.
3. For the purpose of the prize “international” refers both to the impact the candidate’s work on the study of international law; and that the candidate must be shown to have a well-established and global standing within the candidate’s area of study and research.
4. The Subcommittees should ensure that pre-nomination lists take into account gender balance, a wide range of geographical and legal backgrounds, and a range of areas of study within international law. A reasonable range of work by proposed candidates should be considered when evaluating research output, as well as availability of work in English and other languages..

Article 11 – Criteria related to the Career as a Whole

1. The quantity, quality and overall impact of published works and research projects, as well as of the academic lectures and courses given, and the potential of each candidate to continue and develop further shall be considered.

Article 12 - Qualitative Criteria

1. In submitting pre-nomination lists under article 6, the Subcommittees should evaluate possible candidates against the following non-cumulative criteria:
 - a) **Impact on scholarship:** Why and how the works and other activities of each candidate have significantly impacted international law scholarship and should be considered seminal and/or original
 - b) **Originality of research:** Whether and why the topics investigated by the proposed candidates are original and/or seminal.
 - c) **Methodology :** Reference may also be given to the innovativeness and/or the thoroughness of the methodology applied by the proposed candidate.
 - d) **Prospective development:** Why the proposed candidate constitutes a model of academic excellence for future generations of scholars and researchers, and why their works are likely to continue to develop further along the same path in the next decade at least.
 - e) **Impact on international law practice and law-making:** Reference may also be given to the actual or potential influence of their candidates’ works and research on the practice of international judicial and quasi-judicial bodies, especially in cases of significant political relevance, as well as on the international law-making processes.
 - f) **Public engagement:** Another relevant consideration could be whether the candidate has communicated and made their work accessible to broader audiences and the public through blog posts, speeches or publications aimed at the general public.

SECTION IV – FINAL PROVISIONS

Article 13 – Interpretation, Clarification and Amendment of the Guidelines

1. When uncertainty or conflict over the meaning or the scope of the provisions of the agreement or these Guidelines arises, one or more members of the Selecting Committee may request the Chair to provide interpretation or clarification in a written form. The request shall be forwarded to the institute of the Chair.

2. The Chair, after consultation with the other Director, shall provide interpretation or clarification on the meaning or the scope of the provisions of these Guidelines. Such interpretation or clarification shall be provided in a written form within 14 days of the request being made, and circulated to all the members of the Selecting Committee.
3. The Chair, after consultation with the other Director, may also provide *motu proprio* interpretation, clarification or integration to these Guidelines, which shall be circulated to all the members of the Selecting Committee.
4. The two Directors may amend these Guidelines by agreement at their own initiative or at the proposal of at least three of the junior researchers.