

Partner logo

LETTER OF AGREEMENT

between

THE UNIVERSITY OF THE SOUTH PACIFIC

**(School/Section/Unit)**

and

Partner Organisation

1. **Preamble**

**WHEREAS** the University of the South Pacific (USP) is body corporate founded under the Royal Charter of 1969 granted by Her Late Majesty Queen Elizabeth II, and owned and governed by 12 member countries and territories for the maintenance, advancement and dissemination of knowledge by teaching, consultancy and research and otherwise and for the provision at appropriate levels of education and training responsive to the well-being and needs of the communities of Pacific.

**WHEREAS** (introduction of the partner)

This Letter of Agreement is designed between The University of the South Pacific (School/Section) and the Partner Organisation to undertake xxxxxxx (brief statement about the agreed work).

Hereinafter referred to collectively as ‘the Parties’, USP and xxxx have agreed as follows:

1. **Project**

This Letter of Agreement (LoA) is designed to (detailed milestones/deliverables including the The purpose of this Letter of Agreement (LOA) is to set out the terms and conditions of a joint cooperation between the Parties regarding xxxxxxxxx.

**2.1** **Agreed activities**

The Parties agree to collaborate together to jointly implement the Project within their respective mandates and agree in particular:

**2.1.1 For XXXX to:**

* **xxx**
* **xxxx**

**2.1.2 For USP to:**

* **xxx**
* **xxx**

**2.1.3 Both parties agree to:**

* communicate regularly with each other and provide timely information on matters relating to the activities;
* raise any issues of concern with the nominated focal point;
* work collaboratively to ensure the Project objectives are implemented;
* devote appropriate resources to ensure Project objectives are achieved; and
* use their skills, expertise, know-how and experience to implement the Project.

**2.2** Additional responsibilities, or changes to these responsibilities, may be generated and agreed to by the Parties as part of the planning process.

**3.0 Commitment of the Parties**

* 1. Both Parties commit to:
* implement the Project following the highest standards of ethics and conduct including a zero tolerance for fraud and corruption, harassment, bullying or sexual exploitation.

**4.0 Timing of activities**

4.1 The timing of the activities to be implemented under the Project are as follows:

|  |  |  |
| --- | --- | --- |
| **Description of the Activities** | **Starting date** | **End date** |
| xxx | Date of signature of LOA | xxx |
| Funding to be received by xxxx | Date of signature of LOA | xxx |
| xxxxxx | xxxxxx | xxxxx |
| xxxxxx | xxxx | xxxxx |

**5.0** **Budget**

The overall budget for the Project activities is anticipated to be xxxxxxxxx (in numerical and full value)

The details of the budget with each Parties’ contribution are set out in the table below:

|  |  |  |
| --- | --- | --- |
| **Item** | **USP’s Contribution** | **XXX’s Contribution** |
|  |  |  |
|  |  |  |

**6.0 Financial Arrangements and Reporting Obligations**

6.1 In accordance with the budget established in Article 5.0 above, USP will contribute funds to xxx of no more than **xxxx** to support delivery of the activities relating to the Project under this LOA.

6.2 xxx undertakes to manage the funds provided under this LOA prudently and in accordance with USP’s policies, guidelines, processes and the terms of this LOA.

6.3 The funds provided by USP will only be used by xxx in pursuit of the objectives and activities of the Project and to achieve the results agreed in this LOA. Funds will be made available as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Schedule of payments | | | |
| **Deliverable as per Budget** | **Expected date of payment** | **Percentage** | **Amount in FJD** |
| Advance payment | Within one month upon signature of the LOA | 100% | xxxxx |
| **TOTAL FUNDING** |  | **100%** | **xxxxxxx** |

6.4 The funds shall be deposited by USP in:

|  |
| --- |
| **Bank Name**:  **Account name**:  **Account number**:  **Swift code**:  **BSB/Routing code**: |

6.5 xx will acquit the funds received under Article 6.3 in accordance with the following provision:

* submission of a final financial report to USP on the total implementation of USP funding at the end of the Project.

6.6 In addition to the financial report, xxx will submit a narrative report to USP. The Parties can agree to produce a joint narrative report on the implementation of the Project, including the shared results achieved.

6.7 XXX will maintain records of expenditure under USP funding. These records may be made available to USP immediately and on request for auditing or reporting purposes. USP allows authorised officials of USP or its designated representatives to have access to the Project site, xxx’s offices and its personnel and to any relevant financial records and documentation relating to this LOA.

6.8 In the event the full reports are not submitted by xxxx, USPmay at its discretion, take necessary measures until such time as the report and acquittals are submitted to USP’s satisfaction.

**Confidentiality and use of data**

7.1 Each Party will maintain the confidentiality of any information it receives from the other Party that has been designated as confidential or which by its nature is deemed to be confidential. The Parties will only use confidential information for purposes of this LOA.

7.2 xxx acknowledges that USP’s Information, including Personal Data, is subject to privileges and immunities accorded to USP and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by USP.

**8.0 Intellectual property rights and use of collected data**

8.1 Pre-existing intellectual property rights remain the property of their current owner.

8.2 USP and xxx shall be jointly entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, reports, documents or any other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the implementation of the Project under this LOA. Each Party may make use of the above-mentioned rights without the agreement of the other Party, except in case of an exclusive or non-exclusive license to a third party, for which the agreement of both the Parties shall be needed.

**9.0 Visibility**

xxx will acknowledge USP’s financial support to the Project in all promotional materials, including speeches, media statements and publications, by systematically following agreed rules in the event Communications Plan led by USP, which will be finalised before the event.

The Parties maintain sole authority over their respective names, logos and emblems. Neither Party is authorised under this LOA to use the name, logo or emblem of the other Party in any manner other than as provided for in this LOA or in any communication plan established separately between the Parties.

**10.0 Focal points**

The focal points for this LOA are:

|  |  |
| --- | --- |
| **FOR USP** | **FOR** *[Name of the Partner]* |
| Name: *[insert name]*  Position: *[insert title]*  Email: *[insert email]* | Name: *[insert name]*  Position: *[insert title]*  Email: *[insert email]* |

**11.0 Resolution of disputes**

The Parties shall make their best efforts to amicably settle any dispute, controversy or claim arising out of this LOA. Any disputes that might arise from or in relation to this LOA, if not settled by negotiation, shall be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). This LOA will be governed by the general principles of international law.

**12.0 Privileges and immunities**

Nothing in or relating to this LOA shall be deemed a waiver, express or implied, of any of the privileges and immunities of USP.

**13.0 Entry into force, termination and** **amendment**

This LOA will enter into force on the date of its signature by both Parties and will remain into force until *[Click or tap to enter a date]*. Clause 8.0 will extend beyond the termination of the LOA.

Any changes to this LOA must be approved by both Parties by signing a written amendment.

|  |  |  |
| --- | --- | --- |
| **For USP** |  | **For *[Name of the Partner]*** |
| Name: *[insert name]*  Title: *[insert title]* |  | Name:  Title: |
| Date: | Date: |