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|  Insert high res. logo of the partnering university/institution  |



**MEMORANDUM OF UNDERSTANDING**

between

**THE UNIVERSITY OF THE SOUTH PACIFIC**

and

[PARTNER UNIVERSITY/INSTITUTION]

# 1.0 Preamble

**WHEREAS** the University of the South Pacific (USP) is an intergovernmental organisation founded by the Royal Charter 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)

(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:

# 2.0 Purpose

This Memorandum of Understanding (MOU) is designed to foster a friendly relationship through mutual cooperation in teaching and research between USP and xxxx.

[XXXX] and USP have reached agreement on the following areas of cooperation, subject to mutual consent and the availability of sufficient funding [EXAMPLE]:

 Exchange of faculty

 Joint research activities

 Participation in seminars and academic meetings

 Exchange of academic materials and other information

 Special short-term academic programs

Student exchange for research and study

The terms of such mutual assistance and funding for any specific programme and activity shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of a particular program.

**2.1** **Focal points**

The focal points for this MoU are:

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| --- | --- |
| **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]* |

# 3.0 Responsibilities

3.1 Responsibility of USP:

USP shall be responsible for the following:

i.

ii. iii. iv.

v.

3.2 Responsibility of the [Partner University/Organisation]

The [Partner University/Organisation] shall be responsible for the following:

**4.0 Confidentiality and use of data**

4.1 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.

4.2 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.

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

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

5.2 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 MOU. 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.

# 6.0 Amendment

No amendment, consent, or waiver of terms of this MOU shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specified purpose given. The parties to this MOU, by the signatures below of their authorized representatives, acknowledge having read and understood this MOU and agree to be bound by its terms and conditions.

# 7.0 Term of MOU

This MOU shall commence on the date of latest signature and be in effect for [# of years], at which time it shall be reviewed for possible extension. Either party may terminate this MOU by written notification signed by the appropriate official of the institution initiating the notice. However, such notification must be received by the other party at least six months prior to the effective date of termination. Clause 5.0 will exist beyond the termination of this MoU.

Signed in two original copies in English Language.

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