

STANDARD MOU TEMPLATE

Scinnovent Centre for the Science Granting Councils Initiative;

;

© 2020, SCINNOVENT CENTRE FOR THE SCIENCE GRANTING COUNCILS INITIATIVE



This work is licensed under the Creative Commons Attribution License (<https://creativecommons.org/licenses/by/4.0/legalcode>), which permits unrestricted use, distribution, and reproduction, provided the original work is properly credited.

Cette œuvre est mise à disposition selon les termes de la licence Creative Commons Attribution (<https://creativecommons.org/licenses/by/4.0/legalcode>), qui permet l'utilisation, la distribution et la reproduction sans restriction, pourvu que le mérite de la création originale soit adéquatement reconnu.

IDRC Grant/ Subvention du CRDI: 108349-003-Strengthening partnerships among Africa's science granting councils and with the private sector

Appendix 2

MEMORANDUM OF UNDERSTANDING

between

XXXXX

and

XXXXX

Month, Year

**MEMORANDUM OF UNDERSTANDING
SCIENTIFIC RESEARCH COOPERATION**

This Memorandum of Understanding
(Hereinafter referred to as the Memorandum) is concluded on the **DD MM YY**

This Memorandum is made

BETWEEN (1) **Name of Science Council**

whose offices are situated at:

Physical Address

Postal address

City, Country

Tel No:

(Hereinafter referred to as **"XXXX"**(abbreviation of Science Council))

AND (2) **Name of Science Council**

whose offices are situated at:

Physical Address

Postal address

City, Country

Tel No:

(Hereinafter referred to as **"XXXX"**(abbreviation of Science Council))

XXXX and **XXXX** hereafter referred to as the "Parties"

RECITALS

WHEREAS Party A is a

Party B is a

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purpose

The purpose of this memorandum is to formalise the collaboration between **Xxxx** and **Xxxx** with regard to scientific cooperation projects. This entails conceptualization and joint implementation of research projects and programs, trainings, exchange visits and networking among others.

2. Areas of Collaboration

2.1 Joint Research Projects

2.2 **Xxxxx**

2.3 **Xxxxx**

3. Period of Collaboration

Cooperation under this Memorandum of Understanding shall be effective from the **DD/MM/Year to the DD/MM/Year** or the effective date of execution of this memorandum by the parties' authorized officer, as shall be agreed by the parties

The parties shall be at liberty, upon consultation and express consensus of both contracting parties, to vary the duration of the agreement as shall be agreed by the parties to the memorandum.

The memorandum shall remain in effect until modification or termination by the parties via mutual consent or as prescribed in this agreement.

4. Nature of work on each project

The nature of work on each item listed in 2 above will be determined jointly by the parties and included as Terms of reference. The cooperation envisioned in this memorandum shall include *inter alia*

1.

2.

3.

5. Reporting requirements/Reporting provisions

The **Executive Director** of **Xxxx** and the **Executive Director** of **Xxxx** will be responsible for assessing all the work done and completed as part of the MoU. Reporting shall be done at intervals of or as shall be expressly agreed by both parties with regard to the modalities of the reporting procedures

6. Deliverables

Deliverables will be as detailed in specific Terms of Reference or any other relevant agreements entered into between both parties. Amendments to the deliverables shall be in writing subject to consensus between the parties to this memorandum.

7. Assignment and Third Party Provisions

Where the parties deem it fit, helpful or convenient, by common decision or consensus, individuals and entities from the private, public, academic, research, and other sectors may be invited to support the cooperative activities described herein, provided that they can directly and meaningfully contribute to the achievement of the objectives of this Memorandum of Understanding.

8. Intellectual Property/Publishing Rights

All intellectual property rights in all material (including but not limited to reports, data, designs whether or not electronically stored) produced by the parties pursuant to the performance of the services shall be the property of the respective party in the memorandum generating them unless otherwise agreed expressly in writing, and communicated to the parties in the memorandum.

9. Conflict of interest

Each party confirms that no conflict of interest exists or is likely to arise in relation to the performance of its obligations under this MoU and will endeavor to ensure that no such conflict of interest arises. Each party agrees to immediately notify the other party if such a conflict arises or is likely to arise in which case the parties will deliberate and agree on the necessary action(s) to ensure the resolution or avoidance of the conflict of interest.

10. Funding provisions

The parties shall agree to the finance activities referred to in this Memorandum of Understanding with resources allocated in the respective budgets as shall be developed for the purposes of execution of this memorandum. As these resources

become available and as stipulated by their own legislation/internal policies, the parties shall agree the modalities with regard to the expenses relating to their participation, taking into account alternative financial mechanisms can be used for specific activities, as appropriate and as approved by their respective authorizing officers.

11. Enforceability Provisions

If any term or condition of this memorandum shall to any extent be found or held to be invalid or unenforceable, the parties shall negotiate in good faith to amend such terms or condition of this agreement so as to be valid and enforceable.

If any term or condition of this memorandum shall to any extent be invalid or unenforceable, the remainder of this memorandum shall not be affected and each other term and condition shall be valid and enforceable to the fullest extent permitted by law

12. Amendment

Any changes made to the activities as set out in this Memorandum will be evaluated by both parties and where such changes are required these will be renegotiated. The amendments shall be subsequent to adequate prior express notice being provided to the parties of the memorandum.

The parties shall then convene a meeting to canvass and pass a resolution with regard to the proposed amendments upon which a decision shall be made by consensus on the amendments proposed to the memorandum and appurtenant provisos.

13. Termination of Sub-Contract

This memorandum may be terminated by mutual consent, on breach or failure of a condition precedent, if one party becomes bankrupt, or by operation of law or order prohibiting the agreement. Termination may take forms including

- (a) termination on notice
- (b) termination on breach
- (c) termination on insolvency
- (d) termination on a change of control
- (e) termination on an event (such as a superseding agreement)

Termination by election of either party shall be subject to a one month notice in writing, to be served to all parties to the MoU. Costs attaching to termination of the memorandum shall attach to the parties as shall be agreed and prescribed in the payment schedule to the MoU. If performance of the MoU is frustrated by Force Majeure, parties reserve the right to terminate the contract. Parties are liable to pay

only costs within the agreed payment schedule and up to the date of contract termination as outlined in the written notice.

14. Dispute Resolution

In the event of dispute both parties will try to resolve differences amicably and through independent arbitration in the event of being unable to resolve disputes amicably.

If any dispute, difference or questions arise whether during the continuance of this memorandum or upon or after its determination between the parties hereto touching or concerning this memorandum or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this memorandum such dispute, difference or question whatsoever shall be canvassed via alternative dispute resolution mechanisms including negotiation, and in the failure of which, subject to a common decision, mediation processes.

Signed on behalf of **Science Council A:**

Name _____ **Date:** _____
Title _____

Signed on behalf of **Science Council B:**

Name _____ **Date:** _____
Title _____