



## MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITY OF KWAZULU-NATAL (UKZN)

And

**XXXX**

Concerning Cooperation in the Field of **XXX**

(hereinafter referred to as “the parties”)

**WHEREAS** the Parties recognise that each of them is pursuing educational and / or research activities and opportunities in areas of possible common interest in the area of **XXX** and **XXX** and they anticipate that there be substantial mutual benefit in cooperating and collaborating in such activities and opportunities.

### **Article I. Objectives**

The objective of this MoU is to strengthen relations between UKZN and **XXX** (hereinafter referred to as the “Parties”) to work together to establish a collaborative relationship between them for educational and research activities and collaborations to facilitate research collaboration, to promote the sharing of knowledge and expertise for mutual benefit, the exchange of information and the targeting of collaborative opportunities.

## **Article II. Cooperative Activities**

Forms of cooperative activities under this MoU may include, but are not limited to, areas of mutual interest such as:

1. Assignment of guest scientists for periods to be agreed upon;
2. Exchange of technical and scientific information including reference data;
3. Cooperative research projects, carried out partially in each institution;
4. Bi-lateral comparison of measurement standards;
5. Participation in seminars, workshops and training courses of the other party;
6. Cooperation in programmes supporting institutes from developing economies;
7. Other activities as may be agreed upon.

## **Article III. Source of Funding and Personnel**

Cooperative activities under this MoU shall be subject to the availability of funds and personnel of the Parties. The terms of financing for each activity shall be agreed upon in writing by the Parties before the commencement of activities. When the Parties consider it pertinent or necessary to obtain resources for the projects derived from this MoU they will be allowed to request resources from cooperating sources.

## **Article IV. Activities**

Both parties shall appoint a person responsible for the coordination of the activities. Whenever more than the exchange of technical information or exchange visits of individuals are planned, such activities shall be described in an Annex to this MoU which shall set forth as appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, intellectual property rights, publications and other undertakings, obligations, or conditions not included in this MoU. In case of any inconsistency between the terms of this MoU and the terms of an Annex hereto, the terms of this MoU shall prevail.

## **Article V. Intellectual Property**

- A. All intellectual property owned by one Party shall remain the exclusive property of that Party and shall not be used by the other Party except as expressly permitted by the owning Party in writing. This obligation will continue after the expiry or termination of this Memorandum.
- B. Either Party shall be free to use any scientific and technical information created or furnished in the course of cooperative activities under the MoU for its own internal research and development purposes. Any commercial use of such information shall be the subject of a separate agreement to be negotiated by the Parties on a project-by-project basis. The information may not be disclosed to any third party without the prior written consent of the Party that supplied the information

- C. The publication, patenting and other applications of outcomes developed in the course of cooperative activities under this MoU shall be subject to prior written agreement between the Parties.
- D. Any intellectual property which emanates from any formal legal agreement as contemplated in A to C above shall be jointly owned on a pro-rated basis determined by both parties' respective contributions, unless agreed otherwise in the formal legal agreement.
- E. Provisions of Article V of this MoU shall survive and continue in full force and effect after abrogation, termination or expiration of this MoU.

#### **Article VI. Confidentiality**

Each Party agrees to treat as confidential and maintain in confidence all information of a confidential, sensitive or proprietary nature which may be disclosed or revealed to it as a result of this Memorandum. This obligation will continue after the expiry or termination of this Memorandum.

#### **Article VII. No Partnership or Agency**

Nothing in this Memorandum is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other, or authorise any Party to make or enter into any commitments for or on behalf of any other party.

#### **Article VIII. Entry into Force and Termination**

This MoU shall enter into force after having been signed by both parties and remain in force for five (5) years, unless terminated earlier by either Party upon ninety (90) days' written notice to the other party. This MoU may be modified or extended by written agreement of the parties. The termination of this MoU shall not affect the validity or duration of projects under this MoU that are initiated prior to such termination.

This MoU shall enter into force upon signature of the duly authorised representatives of the Parties.

FOR THE UNIVERSITY OF  
KWAZULU-NATAL

FOR THE XXX

\_\_\_\_\_  
Dr. Kathlyn Elena Cleland  
Registrar

\_\_\_\_\_  
XXX  
XXX

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessess:

For UKZN \_\_\_\_\_

For XXX \_\_\_\_\_