

a place of mind



MEMORANDUM OF UNDERSTANDING

between

THE UNIVERSITY OF BRITISH COLUMBIA, CANADA

and

INTERNATIONAL UNIVERSITY, COUNTRY

Each Party an “Institution” and both Parties “the Institutions”

IN ORDER to, the Institutions desire to collaborate as follows:

Whereas, in order to strengthen the relationship between the Institutions and encourage cooperation at all levels, the Institutions agree to formally establish a collaborative partnership;

Whereas, the Institutions now wish to commence collaboration in a structured manner by formally identifying and discussing potential projects, academic programmes and research initiatives addressing shared concerns; and

Therefore, the Institutions wish to enter into this Memorandum of Understanding (“MoU”) to further their goals in mutual areas of interest and benefit to both institutions as follows:

1) INTENDED AREAS OF COLLABORATION

The Institutions will explore areas of potential collaboration across different disciplines and projects including, but not limited to, the following activities:

a)

b)

c)

... (add as needed)

While the Institutions intend to cooperate with respect to foregoing activities, neither Institution will be obligated to commit funds or resources, nor will either Institution grant any rights with respect to intellectual property, unless a legally binding agreement has been entered into. This MoU does not itself establish any legally binding obligations, financial or otherwise, on the part of either Institution.

At UBC, this MoU is supported by the following academic units:

- a) Faculty of....
- b) Centre for....
- c) School of....

This MoU is entered in good faith and is not intended to be exclusive. It shall not affect the participating Institutions' rights to enter into other affiliations or working arrangements with other institutions.

2) DURATION AND NOTICE

With regards to the duration of this document:

The Institutions intend to explore these areas of potential collaboration during the five year period commencing on the date set out below. Unless renewed by the Institutions, this MoU will expire at the end of this period;

Either Institution may terminate this MoU by providing at least 60 days' notice to the other Institution. Collaborative projects that are already in process at the time of termination are

not considered to be automatically terminated. The process for such projects must be individually discussed to ensure minimum effect on each; and

Termination shall be without penalty or obligation to any of the Parties. No Party will be liable to the other under this MoU for any claims or losses whatsoever.

3) OTHER SUPPORTING SEPARATE AGREEMENTS

The Institutions agree that specific activities that may take place as a result of this MoU will be documented in separate agreements.

This MoU shall be identified as the parent document of any further agreement executed between the Institutions. Should there be any discrepancy between this MoU and the terms of a separate agreement, the terms of the separate agreement shall take precedence.

Ownership and other rights relating to intellectual property for a project shall be outlined in a separate agreement.

Any disagreement relating to the interpretation of the provisions of this MoU or any separate agreements as a result of this MoU shall be resolved by means of negotiations between the Institutions. Failing resolution, the disagreement shall be settled by arbitration whereupon a single arbitrator acceptable to both parties will be selected. The language of the arbitration shall be English.

4) OPERATIONAL CONSIDERATIONS

It is noted that the implementation of activities under this MoU will be dependent upon the availability of necessary resources and funding, either from within the Institutions or from external sources. In the case of externally-funded projects, activities will be subject to the terms of the project of which they are a part, along with any related agreement(s).

The name, crests and logos of each Institution are the intellectual property of that Institution, and may not be used without that Institution's express written permission for each specific usage.

5) RISK MANAGEMENT

In the event that either institution, in its sole discretion decides that it is necessary for its staff, faculty or students to return to their home country or home Institution, any on-going collaborative activities shall be temporarily suspended and the visiting person/people shall

return with no prejudice or penalty to the host Institution. The decision to resume collaborative activities shall be determined by the host Institution.

The Institutions agree to provide information regarding any problems or difficulties related to the collaborative activity, whether academic, professional, legal, or personal, as early as such issues are noted, and take appropriate measures to resolve through peaceful settlement, any problem as soon as it arises.

Dated this ____ day of _____, 2016.

Dated this ____ day of _____, 2016.

For the University of British Columbia

For Partner Institution

[Name]
Provost or Legal or appropriate...

[Name]
[Title]

[Name]
VP Level Signature or appropriate...

[Name]
[Title]