

**MEMORANDUM OF UNDERSTANDING**  
**FOR EDUCATIONAL AND SCIENTIFIC COOPERATION**

This Memorandum of Understanding (“MoU”) is made on the [Insert date of signing] day of [Insert month] [Insert year].

**Between:**

- (1) Imperial College of Science, Technology and Medicine (“Imperial”) of Exhibition Road, London, United Kingdom SW7 2AZ; and
- (2) [Insert name] [(Insert a defined term if appropriate)] of [insert address].

Hereafter referred to as the “Parties” or “Party” in the singular, or “institutions” or “institution” in the singular.

**1. Purpose**

The Parties wish to work together to explore the possibilities for cooperation in education and research within the [Insert Institute/Department if relevant] and the [Insert Institute/Department if relevant] respectively. To the extent feasible, both institutions will encourage direct contact and cooperation between their faculty members, departments and research institutes as appropriate under the terms of this MoU.

**2. Objectives**

Given the current areas of specialization and expertise at the two institutions, the Parties intend to work towards the following core objectives, subject to clause 3.1 and 4.7 below:

- 2.1. Joint research and educational activities of common interest in various fields including but not limited to [for example: Computing, Engineering, Management and Bioinformatics].
- 2.2. Exchange of non-confidential information including (but not limited to) exchange of teaching and research documentation.
- 2.3. Exchange of faculty members for research, lectures and discussions.
- 2.4. Exchange of graduate students for study and research.

**3. Further Agreements**

- 3.1. While the Parties acknowledge the core objectives set out above, the Parties agree that any specific arrangements in pursuance of these general objectives

will be subject to the normal review and approval processes at each institution and if approved, will be implemented by further signed agreements.

- 3.2. Themes of joint activities and the conditions for utilizing the results achieved and arrangements for specific visits, exchanges and other forms of cooperation, including financial arrangements, will be developed mutually for each specific case.
- 3.3. Each Party will pay its own costs relating to the negotiation, preparation, execution and implementation of any further agreements between the Parties.

#### **4. General Conditions**

- 4.1. Imperial has set out the values which it expects from its staff and students in its Code of Ethics ([http://www.imperial.ac.uk/media/imperial-college/administration-and-support-services/legal-services-office/public/what-we-do/Ethics-Code-\(June-2016\).pdf](http://www.imperial.ac.uk/media/imperial-college/administration-and-support-services/legal-services-office/public/what-we-do/Ethics-Code-(June-2016).pdf)), and it seeks collaborators who share these values.
- 4.2. This MoU will be initiated for a period of five years. In the third year, an assessment report will document the usefulness and value of the collaboration. At this time the MoU may be extended beyond the initial five year period by mutual agreement between the Parties, or terminated any time after the end of the third year by either Party giving 6 months' notice in writing. The MoU may be amended at any time by the consent of the Parties confirmed in writing. This clause 4.2 is legally binding.
- 4.3. Each university agrees to appoint an overall coordinator for the administration of the MoU. The coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and for the general welfare of exchange personnel. The coordinator at Imperial is **[to be inserted]**. The coordinator at **[insert name/defined term]** is **[to be inserted]**. All notices under this MoU must be sent to the relevant overall coordinator.
- 4.4. The Parties agree to respect each other's rights to intellectual property and any confidential information designated as such at the time of disclosure (including, for the avoidance of doubt, not to disclose any such confidential information to any third party (unless required by law) without the other Party's prior written consent). This clause 4.4 is legally binding.
- 4.5. Protection and exploitation of any intellectual property rights ("IPR") that arise under this MoU will be agreed on a case-by-case basis, after consideration of officially laid down IPR policies of the Parties. For the avoidance of doubt, nothing in this MoU shall affect any Party's existing IPR and, accordingly, any existing IPR of a Party are and shall remain the exclusive property of that Party (or, where applicable, the third party from whom its right to use such intellectual property rights have derived). This clause 4.5 is legally binding.
- 4.6. Neither Party will make any public announcement or press release regarding this MoU, or use the name or trade marks of the other Party, without the other Party's prior written consent. This clause 4.6 is legally binding.

4.7. This MoU is a non-binding expression of the current intentions of the Parties who intend to work together to agree the terms of the specific agreements that will be required to achieve the core objectives. Save for this clause and clauses 4.2, 4.4, 4.5, 4.6 [and 4.8], this MoU is not intended to be legally binding, nor to create, evidence or imply any contract, obligation to enter into a contract or obligation to negotiate.

4.8. [This MoU and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of this MoU. This clause 4.8 is legally binding.]

This MoU takes effect on the date it is executed on behalf of both Parties.

**Imperial College of Science,  
Technology and Medicine** *[insert name/defined term]*

*[insert name]  
[insert position]*

Date: *[Insert date of signing]*

*[insert name]  
[insert position]*

Date: *[Insert date of signing]*