

MEMORANDUM OF UNDERSTANDING

Between

PARTNER INSTITUTION

AND

THE PUBLIC INTELLECTUAL PROPERTY RESOURCE FOR AGRICULTURE

The Parties to this Memorandum of Understanding (“MOU”), the PARTNER INSTITUTION (“Partner”), a [description of institution], and THE PUBLIC INTELLECTUAL PROPERTY RESOURCE FOR AGRICULTURE (“PIPRA”), a non-profit organization based at the University of California, Davis, [principal objective of collaboration],

Whereas the Parties wish to coordinate their efforts to improve policies for intellectual property (“IP”) management and the transfer of technologies originating in [identify source of technologies], and to provide capacity building, training, and technical and logistical advice and support in [specify location], within the framework of the missions assigned to them pursuant to their respective Charters,

AGREE:

ARTICLE I PURPOSE

The purpose of this MOU is to establish a framework for the development of joint projects for implementation by the Parties in areas of mutual interest for the creation of programs and policies for intellectual property (“IP”) management and the transfer of technologies originating in [specify location], and by providing capacity building, training, and technical and logistical advice and support.

ARTICLE II COOPERATION MECHANISMS AND AREAS

2.1 To implement specific projects within the framework of this MOU, the Parties shall enter into specific project agreements, each having its own budget, identifiable source of funding, and work plan, and each setting out in detail the respective obligations and responsibilities of the Parties.

2.2 The projects conducted under the framework of this MOU may include, but are not limited to, the following activities [note: these activities are only a sampling of those which could be included in the MOU]:

- a. Carrying out diagnostic research on organizational effectiveness in supporting innovation, intellectual property (“IP”) management, and technology transfer;
- b. Designing policies and organizational structures to support innovation, IP management, and technology transfer;
- c. Co-organizing seminars and other capacity building events for public officials, high-level administrative officials, technology managers, scientists, researchers, and farmers in areas identified as priorities for local development;
- d. Offering training courses to faculty and staff at Partner Institution, and, if desired, to other partner universities. Training courses would focus on areas of priority for both parties, such as IP policy development and implementation, IP management, IP landscapes analysis, and technology commercialization strategies;
- e. Promoting the broadest access to Research and Development resources, including, for example, PIPRA’s plant transformation platform for biotechnology applications; access to technology developed by PIPRA members, research consortia support, and any other regional resources in [specify region];
- f. Enhancing the Parties’ programs for technology transfer of public sector research by increasing the dissemination of each other’s services and activities among their respective networks;
- g. Supporting each other’s training activities by participating in programs providing technical advice, facilitating logistical resources, or providing content for those programs;
- h. Developing joint programs to benefit innovation, technology transfer, and agricultural and economic development in the region;
- i. Strengthening Partner Institution’s strategic capacities for research and technology transfer and innovation via support for its office of technology transfer.

2.3 The parties shall consult periodically, as they deem necessary to comply with the purpose of this MOU, and shall keep written records of those consultations.

ARTICLE III RESPONSIBLE OFFICIALS

3.1 The designated representatives of the Parties responsible for implementation of this MOU and receiving notice hereunder are:

For Partner Institution

[Name]
[Title]
[Organization]

[Address 1]
[Address 2]
[Country]
Tel:
Email:

For PIPRA

Alan Bennett, PhD
Executive Director
The Public Intellectual Property
Resource for Agriculture
University of California, Davis
Davis, CA 95616
USA
Tel: +1 (530) 754-2162
email: abbennett@pipra.org

3.2 Either Party may change its designated representative under this Article by giving advance written notice to the other.

3.3 Notice from one Party to the other shall not be deemed valid under this MOU unless sent by the designated representative of the sending Party from the corresponding fax, email, or physical address established under this Article to the corresponding fax, email, or physical address of the designated representative of the other.

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 Nothing in this MOU shall obligate either Party to expend resources or enter into any contract, agreement, or other obligation except as they may subsequently agree pursuant to Article 2.1 above.

4.2 This MOU in no way restricts either Party from participating in similar arrangements or agreements, including the pursuit of project funding, with other public agencies, non-profit organizations, or individuals.

4.3 The Parties may amend or otherwise modify this MOU by a document of amendment signed by the duly authorized representatives of both of them, dated, and attached hereto.

4.4 The Parties shall attempt to resolve amicably any disputes between them arising out of this MOU. More detailed dispute resolution mechanisms may be provided in the specific project agreements entered into pursuant to Article 2.1 above.

4.5 Nothing in this MOU shall be construed as an express or implied waiver of the rights and privileges of the Parties or of their personnel.



4.6 This MOU shall enter into force upon the date it is signed by both Parties. It shall remain in force indefinitely unless terminated by agreement of the Parties or terminated unilaterally by either Party with sixty days' advanced written notice to the other. The termination of this MOU shall not automatically terminate or require the termination of any specific project agreements entered into hereunder.

SIGNED in duplicate originals by the duly authorized representatives of the Parties on the date and at the place indicated below.

For

Partner Institution

[Name]
[Title]
[Partner Institution]

Date:
Location:

For

PIPRA

Alan B. Bennett
Executive Director
PIPRA

Date:
Location: