

**AQUACULTURE & FISHERIES CRSP
SAMPLE MOU II**

MEMORANDUM OF UNDERSTANDING

Between Institute A and Institute B

This Memorandum of Understanding (MOU) is made and entered into this # day of Month Year, by and between the Institute B of the Country of (Country Name), hereinafter called the **COOPERATOR** and the Institute A, hereinafter known as "**Institute A** (abbr)."

WITNESSETH, inasmuch as the **COOPERATOR** is desirous of setting up a cooperative service with **Institute A** for participation in a Title XII Collaborative Research Support Program in Aquaculture & Fisheries which is funded in part by the United States Agency for International Development (**USAID**), and inasmuch as **Institute A** is willing to undertake and conduct such a cooperative service, the purpose of this MOU is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth. All terms and conditions described herein are subject to allocation of the required funding to **Institute A** from the CRSP.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

The **COOPERATOR** will:

- a. Carry on the cooperative service towards achieving the object Project/Investigation Name substantially set forth in the attached outline marked "Exhibit A" and made a part of this MOU.
- b. Will preserve all of its records bearing upon the amounts payable under this MOU, and further agrees that any specifically authorized representative of **Institute A** shall, until the expiration of three years after final payment under this MOU, have access to and the right to examine any directly pertinent books, documents, papers, and records involving transactions related to this MOU.
- c. Expend monies received under Section II, below, for the object of the service in a manner to be determined in collaboration with **Institute A**, for salaries, personnel services, wages, travel, equipment, supplies, indirect costs, etc., essentially as outlined in "Exhibit A," and in compliance with USAID travel, procurement, and other regulations under the terms of CRSP Cooperative Agreement No. EPP-A-00-06-00012-00.

- d. Provide to **Institute A** (on an annual basis and in compliance with CRSP reporting requirements) an itemized listing of items and their monetary value as evidence of contributions (i.e., value of supplies, salary support, and renovation efforts) for the project.

Section II

Institute A will pay the **COOPERATOR** on a cost reimbursable basis an amount not to exceed \$ (for the first allocation period of month date, year to month date, year) and \$ (for the second allocation period of month date, year to month date, year) upon receipt of invoice. The invoices should be directed to: Office of the Vice President for Research. Institute A, City, State Zip Code, USA.

Section III

The term of this MOU shall be from month date, year to month date, year. However, it may be terminated by either party by written notice of such intent submitted 90 days in advance. In the event of such termination the responsibilities and obligations of the parties hereto will be as follows: The **COOPERATOR** will submit to **Institute A** a comprehensive report of the work undertaken and **Institute A**, subject to allocation of the required funds from the CRSP, will disburse committed salary and other employer expenses to the **COOPERATOR** up to the end of the 90 day period.

Section IV

This MOU can be modified at any time by mutual consent of the governing Boards of the parties hereto. Any modification hereto shall be in writing and signed by both parties.

Section V

This MOU may be renewed annually. If the MOU is renewed without modification, such renewal may be evidenced by a letter of agreement signed by the first party and by the officials authorized to execute the original agreement on behalf of the second party.

Section VI

The **COOPERATOR** acknowledges the privileged nature of information and intellectual property that results for this MOU. Unless specifically acknowledged in writing by all parties, all information, intellectual property, and copyrighted materials provided by the **COOPERATOR** or **Institute A** as part of this MOU shall remain the

property of each party.

The **COOPERATOR** and **Institute A** will share authorship on publications that result from work jointly undertaken as part of this MOU.

Section VII

The CRSP Management Entity may, with due notice to **Institute A** and the **COOPERATOR**, visit the latter's premises to observe research and related activities funded by the CRSP.

Section VIII

Institute A will be the lead US institution for the period of this MOU, but other Aquaculture & Fisheries CRSP institutions may actively cooperate with **Institute A** and the **COOPERATOR**, both at the project site and in the region. Any necessary agreements between the **COOPERATOR** and other CRSP institutions will be defined in documents separate from this MOU.

Section IX

Neither party to this MOU will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college, or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, religion, veteran status, or disability.

IN WITNESS WHEREOF, this MOU is entered into on the date first above written.

INSTITUTE A

INSTITUTE B

Name

Name

Position

Position

Date

Date

Attachments: EXHIBIT A
HSE 11/06

SCOPE OF WORK