



# template #7

memorandum of understanding

**[Insert Partner Institution logos as header]**

**MEMORANDUM OF UNDERSTANDING**

**between**

**[insert partner institution names]**

In order to advance co-operative benchmarking, institutional self evaluation and quality improvement, the University of [insert partner institution name/s] and the [insert partner institution name/s] (“the parties”) agree to enter into this Memorandum of Understanding (MOU) based on the following principles:

* Mutual respect;
* A willingness to share and learn from each other; and
* A shared commitment to quality management.

Benchmarking is integral to ongoing quality improvement and, for the purposes of this MOU, is defined as the process of identifying and learning from good or best practices used by other organisations to achieve optimal and sustainable results and outcomes (reference: Council of Australian University Librarians).

The focus of the benchmarking partnership is Academic Promotion with a view to identifying good practice and quality improvements.

1. **Objective**

The parties intend, within available finances and resources, to pursue effective and ethical co-operative benchmarking, consistent with the parties’ reputations for excellence and integrity in education, research and scholarship, for the benefit of all parties. To achieve this objective, the parties intend to undertake benchmarking activities and will endeavour to:

* Discuss the expectations of each proposed benchmarking activity prior to commencement of that activity, with a view to establishing mutual interest and benefits for all parties
* Provide and share the same type and level of information that each request of the other and as agreed;
* Provide open, honest assessments of the benchmarking activity;
* Complete each benchmarking activity to the satisfaction of all parties as agreed and in a timely manner;
* Work within mutually agreed procedures; and
* Designate a liaison officer to develop and coordinate the specific activities agreed upon.
1. **Confidentiality**

A party must not make any public announcement or statement or publish or release any information in relation to any proposed benchmarking activity without the prior written approval of the other parties.

Each party will keep confidential any information that it receives from another party which is marked confidential or which a party notifies the other party is confidential.

Notwithstanding anything to the contrary herein, the undertakings hereby given shall not prevent the Recipient disclosing to any third Party, or using, any Confidential Information which:

* The Recipient can demonstrate by reference to written records was known to it before being disclosed or obtained in connection with this MOU without any obligation to keep it confidential; or
* Is, at the time of being disclosed or obtained in connection with this MOU, or at any time thereafter and through no fault of the Recipient becomes, public knowledge; or
* Is, at any time after being disclosed or obtained in connection with this MOU, lawfully obtained by the Recipient from any third Party without any obligation by the Recipient to maintain such information in confidence; or
* The Recipient can demonstrate by reference to written records is independently developed by it without reference to any Confidential Information; or
* The Recipient is legally compelled to disclose, in which event the Recipient must use its best endeavours to provide the disclosing Party with prompt, prior notice of such requirement so that the disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this MOU. In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives compliance with the provisions hereof, the Recipient agrees to furnish only the portion of the Confidential Information that is legally required.

This provision shall survive the termination of this MOU.

1. **Intellectual Property**

Intellectual property owned and created by a party and shared with the other parties under this MOU remains the property of that party. All such intellectual property should be treated as confidential and not for public circulation unless specifically agreed otherwise by both parties.

The parties agree that all rights relating to any intellectual property developed in the course of any benchmarking activities under this MOU shall be negotiated and dealt with separately to this MOU and will be recorded and governed by a separate document executed by the relevant parties.

This provision shall survive the termination of this MOU.

1. **Use of name and logo**

A party shall not use the name or logo, or any variation thereof, of another party without first obtaining that other party’s written consent.

This provision shall survive the termination of this MOU.

1. **Duration**

This MOU will be effective for a period of [insert term] years from the date of last signature and may be extended or varied by mutual agreement of the parties.

1. **Termination**

A party may terminate this MOU by providing a minimum of 6 months written notice to the other parties, unless an earlier termination date is mutually agreed upon.

1. **No Partnership**

This MOU is not intended to be and shall not be construed to create or give effect to a joint venture, association, partnership or other business organisation or agency arrangement and no Party shall have the authority under this MOU to bind another without the prior written approval of the other Party.

1. **Not Legally Binding**

The purpose of this MOU is only to express the intentions of the parties. Only clauses 2, 3, and 4 are intended to be legally binding on any party. All other clauses are not intended to be legally binding.

Any claim which is brought by a Party against another Party under the provisions of this MOU shall be construed and interpreted under and in accordance with the law of the country in which the Party against which the claim is made is established.

[Insert partner institution signatures: agreements should be signed by Vice-Chancellors or equivalent]