

## **MEMORANDUM OF UNDERSTANDING BETWEEN**

### **The Association for European Life Science Universities (ICA), The Association of Public and Land Grant Universities (APLU) and The Canadian Faculties of Agriculture and Veterinary Medicine (CFAVM)**

The Association for European Life Science Universities (ICA), the Association of Public and Land Grant Universities (APLU) and the Canadian Faculties of Agriculture and Veterinary Medicine (CFAVM), hereinafter jointly referred to as "the Parties," hereby affirm their mutual interest in, and desire to broaden their current cooperative activities and to establish new activities in education<sup>1</sup>, research and innovation between the Parties' higher education Institutions.

The Parties recognize that this cooperation involves working together towards common goals of mutual interest, but not necessarily involving cooperative financing or shared activities. The Parties also recognize that successful cooperation occurs through mutual understanding and efficient administration of cooperative ventures. Nothing in this broad understanding is to be construed as interfering in any way with the basic responsibilities and authority of the Parties for independent action.

This Memorandum of Understanding (MoU) defines in general terms the basis for which the Parties will cooperate.

#### **ARTICLE I - PURPOSE**

The purpose of this MoU is to help strengthen the cooperation between the Parties in a collaborative effort to lead the world towards a better future through agricultural and life science education, research and innovation. To this end, the Parties agree jointly to explore and coordinate activities of shared interest which will be implemented by mutual understanding and in conformity with the regulations and policies of the Parties.

#### **ARTICLE II - MUTUAL INTERESTS**

The Parties are currently engaged in and have independent interests in education, research and innovation, designed to develop educated professionals to ensure food security, promote sustainable agricultural development based on environmentally sound management of natural resources, enhance the nutritional quality of diets, and provide economic opportunities for rural citizens, communities and society as a whole. The Parties recognise the mutual benefit to be achieved through cooperative planning and execution of education, research and innovation activities.

#### **ARTICLE III - GENERAL PROVISIONS**

1. The details of future collaborative undertakings shall be planned and executed under the auspices of separate agreements between individual universities of the Parties. Work Plans covering goals and objectives, education or research methodologies, and project procedures should be prepared jointly. Intellectual Property Rights shall be protected in accordance with mutually acceptable terms, as defined by future individual agreements.

2. The Parties to this agreement shall be free to use any of the results in its official correspondence or publications provided due credit is given to the other Parties for their contribution(s) to the effort. It is understood that no Party will publish any materials/results from joint education or research activities

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<sup>1</sup> Education herein is broadly defined to include formal and informal activities that may be in the classroom, may involve extension activities, or involve adult education for non-degree credit.

without consulting the other Parties concerned. This is not to be construed as applying to the popular publication of previously published technical data. Publication may be joint or independent, by prior agreement, always giving due credit to the contributions of all parties involved in the joint effort. In case of failure to agree to the manner of publication or interpretation of results, any one Party may publish data after 90 days notice and submission of the proposed manuscripts to the others concerned. In such instances the Party publishing the data will give due credit to the collaboration, but will assume full responsibility for publication, and interpretation of results therein.

3. This MoU does not constitute a financial obligation to serve as a basis for expenditures. Each Party will handle and expend its own funds. All expenditures by the Parties shall be according to their own governing rules and regulations.

4. This MoU will come into effect from the date of the last signature and will be valid initially for 10 years. The MoU may be modified only by mutual agreement between the Parties in writing, and may be discontinued at the request of any one Party. Requests for any major change shall be submitted to the other Parties not less than 90 calendar days prior to the proposed effective date. The MoU may be terminated by any one Party by simple notification not less than 90 calendar days prior to the desired effective date of termination.

5. Each Party is at liberty to sign similar agreements with other Parties without reference to the Parties signing this agreement.

6. The execution of this MoU will be managed through the Executive Committee comprising members drawn from each of the Parties. The responsible persons for leading the Executive Committee are the President of ICA, the Chair of the Board on Agriculture Assembly (APLU), and the President of CFAVM. The Executive Committee will be Co-chaired by one representative from each of the Parties.

7. Copies of all correspondence concerning this MoU shall be sent to the following:

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Signed

  
Per Holten-Andersen  
President, ICA

  
M. Peter McPherson  
President  
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John Kennelly  
President, CFAVM

Date: June 16<sup>th</sup>, 2010

Date: May 7, 2010

Date: May 26, 2010

  
Jack Payne  
Chair, Board on Agriculture  
Assembly

Date: 12 May 2010