



**Strengthen Higher-Education
through Innovative Financial Tools**

THE SHIFT IMPLEMENTATION PACKAGE FOR ITS ADOPTION IN HEIS

MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING BETWEEN [PARTNER 1] AND [PARTNER 2]

Background

(A) [PARTNER 1] with registered address at [insert address] and [PARTNER 2] registered address at [insert address] wish to enter this Memorandum of Understanding (“Memorandum”) to create a partnership for the development of a fund for students to afford HE based on the SHIFT model (www.project-shift.eu), TO promote academic collaboration and to develop further the friendly relationship between these two academic institutions (“Collaboration”). Each Party and together the Parties.

(B) This Memorandum sets out the proposed terms of the Collaboration. It is not exhaustive and is not intended to be legally binding.

(C) This Memorandum is confidential to the parties and their advisers.

Collaboration

1. In order to promote the Collaboration, the parties agree to negotiate in good faith to explore the possibility of developing collaborative activities which are mutually beneficial.
2. This MoU shall form the basis of consensus for the Parties to examine the feasibility of the collaboration until such time when any other manner of agreement is entered into by the Parties upon terms and conditions to be mutually agreed upon.
3. Each Party shall be responsible for meeting the travel, subsistence and accommodation costs of their own staff and representatives, borne in connection with the development of the proposed Collaboration.
4. Both parties are expected to follow the visa policy and immigration regulations from [Partner 1 country] and [Partner 2 country].
5. Neither party shall use, or permit to be used, the name, insignia, logo, other distinctive identifying feature or any intellectual property (whether registered or not) of the other party, except where such use is authorised by the other party. Failure to comply with this clause will be deemed to be a fundamental breach of this Memorandum and the non-breaching party shall be entitled to terminate this Memorandum immediately by serving written notice on the party in breach of this clause.
6. [Partner 1] shall ensure it complies in all respect with the provisions of the General Data Protection Regulation (GDPR)- of the EU 2016/679.



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7. This Memorandum shall commence on the date it is signed and remain in force for [duration] in the first instance, or until any relationship between the parties is formalised through a legally binding agreement, at which point this Memorandum will terminate.

8. This Memorandum may be terminated earlier, upon specific agreement between the parties. This Memorandum may be extended by mutual consent of the two parties, provided that it is recorded in writing, the extended period is agreed and recorded in writing, and is signed by an Authorised Person on behalf of both parties.

9. Any aspect of the Collaboration that is not mentioned in this Memorandum shall be discussed, agreed and/or resolved (as applicable) through mutual agreement, and each party covenants that it will make good faith efforts to reach such agreement.

10. Notwithstanding the statements and obligations herein, this MoU shall not create a legal relationship between the Parties under domestic or international laws, and the Parties shall not be legally bound until and unless a definitive agreement has been negotiated and duly executed by its respected authorised representatives. In addition, this MoU will not give rise to any legal process between the Parties.

11. Once the possibility of collaboration has been explored and should the parties agree to work together officially, then a further legally binding agreement shall be drafted to set out the terms and conditions of such an arrangement.

12. The Memorandum shall commence when signed by the Registrar of [Partner 1] and the appropriate Principal Officer of [Partner 2].

SIGNED:

[Appropriate Principal Officer of partner institution and position]
[Partner 1]

[Appropriate Principal Officer of partner institution and position]
[Partner 2]

Date: _____

Date: _____



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