



## PARTNERSHIP MEMORANDUM OF UNDERSTANDING (MOU) TEMPLATE

### INSTRUCTIONS

All of Sustaining Technical and Analytic Resources (STAR)'s Collaboration Laboratory awardees will need to develop and sign a Partnership Memorandum of Understanding (MOU), which includes the below components. Additional language can be added to the template, if the pairings deem it necessary, but this outlines the minimum that is required. Elements that are not specifically required are labeled as "suggested." If the pairings choose to list some components as appendices, they have that flexibility.

This template will be sent out with all award letters, but in order to prepare partnerships for what will be expected of them in about a month's time, STAR wanted to provide this guidance with the Request for Applications (RfA). Separately, institutions will need to individually sign participant agreements with the Consortium of Universities for Global Health (CUGH), a partner under STAR, which will stipulate the terms of the grant. **\*\*Due to the short time period to return this MOU to CUGH, it is strongly advised that each institution have their legal and/or other necessary departments review this template during the application process (July & August 2019).**

**By September 26, 2019**, all pairings, pre-partnered and newly paired, will need to return a completed and signed Partnership MOU to CUGH. The institutions themselves can determine who is best placed to sign the MOU. This individual is likely to differ from the person, who submitted the grant application, on behalf of the institution.

### 1.0 PURPOSE

This Memorandum of Understanding (MOU) is an agreement between <**Partner A (brief description of the institution)**> and <**Partner B (brief description of the institution)**> as part of their involvement in the Sustaining Technical and Analytic Resources' (STAR) Collaboration Laboratory experiment. The purpose of this MOU is to describe and clarify policies and procedures to ensure a mutually beneficial, respectful partnership for their joint work on <**Proposal Title (10 words or less)**>.

### 2.0 PARTNER INSTITUTIONS

List the appropriate contacts for specific matters related to this partnership and their contact information. At a minimum, please delineate who is responsible for the below our issues per institution. The same individual may be listed multiple times.

- **Partner A**

- Contact name(s) and their emails, telephone numbers

- 1. Institutional representative (main point of contact for STAR's facilitated knowledge sharing exchanges)
    2. Administrative issues
    3. Finance issues
    4. Leadership issues



○ **Partner B**

Contact name(s) and their emails, telephone numbers

1. Institutional representative (main point of contact for STAR's facilitated knowledge sharing exchanges)
2. Administrative issues
3. Finance issues
4. Leadership issues

### 3.0 STATEMENT OF WORK

Please fill in the areas in bold.

- The purpose of this partnership is to **<vision and end goal>**
- The technical objectives and output of this partnership are **<objectives and/or output>**
- The partnership proposes using the following milestones and indicators to track and measure the output of the partnership, which is in line with the goals and objectives. Both of these will be measured at the mid-line (six months upon signing of the MOU) and at the end-line (12 months).
  - **<Milestones: partnership targets towards project completion>**
  - **<Indicators: how progress towards the milestones will be measured>**

### 4.0 STRUCTURES AND PROCEDURES

The nature of this collaboration **<describe the ways in which the partners will collaborate (roles and responsibilities should be delineated), the services that are to be provided by the partners – such as quality assurance processes, monitoring and evaluation record keeping, knowledge documentation>**

➤ **Include:**

- Partner roles and responsibilities **<describe what will be done by Partner A and B and then jointly; highlight the unique contributions each partner brings. This will require about <X> hours per month from Partner A and <Y> hours per month from Partner B.>**
- Administration, organization, and management of the partnership **<allocate the various activities to each and/or both institutions>**
- Communication plans **<describe how partners will communicate, including frequency & plans for calls>**
- Decision-making processes
- Accountability arrangements **<describe efforts to ensure quality assurance in the outputs of the partnership>**
- Definitions and interpretations of terms, if needed **<ensure that specific terms are clearly understood by both partners>**

### 5.0 RESOURCES

- Describe all financial arrangements, including taxes, accountability, and agreements between Partner A and Partner B, including the allocation of funding from CUGH for the Collaboration Laboratory grant, as well as any additional funding that might be utilized for the partnership work.
- Clearly specify how the cash flow, bank wires from CUGH for the grant money, will be managed and by whom at each institution.



**6.0 OTHER SUGGESTED ISSUES (NOT REQUIRED)**

- The partners may want to stipulate whose legal jurisdiction will be valid (which country) and how liability will be handled.
- If applicable, describe how data will be securely collected, stored, and maintained throughout the duration of the partnership. Who has access to and the rights of data and other digital products after the duration of the partnership?
- If applicable, describe how intellectual property and authorship will be agreed upon between the two partners, as well as dissemination and publication of those materials.
- If equipment or other tangible items are purchased as part of the Collaboration Laboratory grant, specify which institutions will retain these items after the 12-month experiment has concluded.
- Describe branding considerations between partners (guidance around use of a partner’s trademarks, logos, etc.)
- Consider adding a confidentiality clause that states that each institution will follow each other’s confidentiality policy.
- If applicable to research work, the Institutional Review Board(s) (IRB) should be named.

**7.0 TERMS OF THE AGREEMENT**

- The partnership will last, at a minimum, through September 30, 2020. After that date, if both partners want to continue working together, a revised MOU should be developed and signed.
- Partners shall resolve in good faith any disputes arising from the MOU. In the event a dispute cannot be solved amicably, **<describe how the situation will be handled>** and **<cite which country’s laws will be taken into consideration>**.
- Any amendment or modification of this MOU must be in writing and signed by authorized representatives of both partners. Partners agree to notify STAR if there is any modification to the MOU made during the participation of the Collaboration Laboratory through September 30, 2020.
- This MOU does not impose any legal responsibilities and obligations on the partners.

**SIGNED**

\_\_\_\_\_ on behalf of **<partner A>** \_\_\_\_\_ **<date>**

\_\_\_\_\_ on behalf of **<partner B>** \_\_\_\_\_ **<date>**