



MEMORANDUM OF UNDERSTANDING

Dated 18th July 2012

Between

**Institute of Risk Management and Occupational Health and Safety
ROMANIA**

Middlesex University Higher Education Corporation

MEMORANDUM OF UNDERSTANDING

The parties to this ("the Parties") memorandum are:

**The Institute of Risk Management and Occupational Health and Safety
ROMANIA**

Middlesex University Higher Education Corporation

RECITAL

Insofar as,

(a) The Institute of Risk Management and Occupational Health and Safety, Romania and Middlesex University (the Parties) seek to develop ways of working in professional development training/teaching in Occupational Health and Safety and other allied fields and may include joint applications for funding, the provision of business services between them, the sharing of data, know-how and expertise, and the provision of access (by licence) to technologies protected by patent or other forms of IP;

and

(b) the Parties to this memorandum are agreed to explore such opportunities with a view to furthering their own and their common interests by means of any other suitable arrangement for partnership, joint work or mutually advantageous means;

They hereby **agree** to work together for the furtherance of the purpose stated in this document.

DEFINITIONS

In this agreement, the following terms will have the meanings attaching to them below:

this Agreement:	this document, as amended from time to time
The University:	Middlesex University, a group element of Middlesex Higher Education Corporation
The NGO:	Institute of Risk Management and Occupational Health & Safety
Confidential Information:	each party's confidential information including any

Intellectual Property and Know-how disclosed by that party to the other for the Purpose;

Intellectual Property:

patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

Know-how:

unpatented technical information (including, without limitation information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain;

1 PURPOSE

1.1 The Parties agree to work together on activities of interest to them, by means of joint applications for funding, the provision of business services between them, the sharing of data, know-how and expertise, and the provision of access (by licence) to technologies protected by patent or other forms of IP in the area of professional occupational safety and health and risk management training/teaching (the "Project"). This includes both Parties jointly supporting and encouraging promotion of graduate and course delegate's careers in this field.

1.2 The Parties further agree to work together in good faith on the Project.

2 PRINCIPLES OF COLLABORATION

2.1 The Parties acknowledge the following principles of collaboration in relation to the Project:

(a) the Parties will make plain all details relating to the status, capacity, resources, entitlements, and intellectual and other properties as required for the furtherance of joint work in accordance with the Purpose and for the successful undertaking of the Project, but only insofar as required by the Purpose and the Project;

(b) The Parties will seek to resolve any disagreements or matters of interpretation in relation to the scope of this agreement amicably, and with the intention of preserving the Purpose;

(c) The Parties agree to the full and early disclosure of any changed circumstance relating to the business status, financial solvency, legal status, legal claims upon the organisation or internal organisational change that may affect the achievement of the Purpose;

And

(d) The Parties agree to recognise confidentiality and privacy in relation to any information passed between them for the furtherance of the Project.

3 COMMENCEMENT AND OPERATION

3.1 Commencement

This agreement commences and becomes binding on the Parties when this agreement is fully executed, and lasts until the Parties have agreed that the Project has been fully realised, or for a period of two calendar years from the date of full execute, whichever is the shorter.

4 CONFLICT OF INTEREST

Each Party warrants that no conflict of interest exists or is anticipated relevant to the Purpose. If a conflict of interest arises, the Party affected will notify the other Parties immediately and the Parties will seek to resolve the conflict to ensure that the successful continuation and completion of the Project is achieved.

5 CONFIDENTIALITY

Neither party will, before the expiry of not less than 5 years after its receipt of any of the other party's Confidential Information, disclose to any third party, nor use for any purpose except the Purpose, any of the other party's Confidential Information.

5.1 Neither party will be in breach of any obligation to keep any information confidential or not to disclose it to any other party to the extent that it:

- is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;
- is or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
- has been obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;
- has been independently developed by the party making the disclosure;
- is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exceptions to that Act applies to the information disclosed) or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or
- is approved for release in writing by an authorised representative of the other party.

5.2 The NGO will not be in breach of any obligation to keep any of the University's information confidential or not to disclose it to any third party by making it available to any NGO, or any person working for or on behalf of the NGO or a NGO Group, who needs to know the same for the Purpose, provided it is not used except for that purpose and the recipient undertakes to keep that information confidential.

5.3 If the University receives a request under the Freedom of Information Act 2000 to disclose any information that, under this Agreement, is the Projector's Confidential Information, it will notify the NGO and will consult with the Projector. The NGO will respond to the University within 10 days after receiving the University's notice if that notice requests the NGO to provide information to assist the University to determine whether or not an exemption to the Freedom of Information Act applies to the information requested under that Act. Similarly, if Romania enacts freedom of information legislation during the operation of this agreement the same principles and basis of notification and consultation as per the UK Freedom of Information Act will occur between the Parties.

6 INTELLECTUAL PROPERTY

6.1 Nothing in this Agreement grants any licence or right, beyond that required for the Purpose, under any patent, copyright, trade secret or other Intellectual Property.

6.2 Neither party will remove any proprietary, copyright, trade secret, confidentiality or other notice from any of the other's Confidential Information.

7 GENERAL

7.1 **Notices:** Any notice to be given under this Agreement must be in writing, may be delivered to the other party by any of the methods set out in the left hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

Method of service	Deemed day of receipt
By hand or courier	the day of delivery
By pre-paid first class post	the second business day after posting
By recorded delivery post	the next business day after posting
By email (provided the sender's email confirms complete and error-free transmission of that notice to the correct email address)	the next business day after sending or, if sent before 16.00 (sender's local time) on the Business Day it was sent

The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:

For the University:

Name: Dr Mark Gray

Address: KT/CPD Office
Middlesex University
The Burroughs
Hendon
NW4 4BT
LONDON

Email: m.gray@mdx.ac.uk

For the NGO- IRMSS:

Name: Adrian Campean and Paul Popescu

Address: Romain Rolland Street,
No.18 F- Craiova City.
Dolj County
Romania.

Email: adrian.campean@irmss.ro

7.2 **Headings:** The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

7.3 **Assignment:** Neither party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other party. That consent may not be unreasonably withheld or delayed.

7.4 **Illegal/unenforceable provisions:** If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

7.5 **Waiver of rights:** If a party fails to enforce, or delays in enforcing, an obligation of the other party, or fails to exercise, or delays in exercising, a right under this Agreement, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

7.6 **No agency:** Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

7.7 **Entire agreement:** This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express

provision of this Agreement. However, this clause does not exclude any liability which either party may have to the other (or any right which either party may have to rescind this Agreement) in respect of any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement.

SIGNED for and on behalf of the University:

Name: Richard Comley
pp Mark Gray

Position: Director of Research

Signature:

R. A. Comley

SIGNED for and on behalf of the NGO:

Name: Adrian Campean and Paul Popescu

Position: President and Vice President

Signature:

Signature:

Paul Popescu