



**University of Brighton**  
University of Brighton



**Université d'Antananarivo**

## **Memorandum of Understanding**

**Between**

**The University of Brighton, United Kingdom**

**And**

**The Université d' Antananarivo , Madagascar**

**The Université d'Antananarivo**, located at Campus Universitaire d'Ambohintsaina, BP 566, Antananarivo 101, Madagascar of the one part;

And

**The University of Brighton**, located at Leaf Hospital, St Anne's Rd, Eastbourne BN21 2HW, United Kingdom

### **HAVE AGREED AS FOLLOWS**

#### **1 Nature of co-operation**

- 1.1 This memorandum sets out the agreement to develop collaborative activities between the University of Brighton and the Université d'Antananarivo, Madagascar.
- 1.2 The objective of this memorandum is to enable the partner institutions to work towards the development of collaborative activity in the planning, development, and delivery of education and research in appropriate areas of expertise. In addition, they agree to support other developments through the exchange of information, and through the sharing of resources and services where appropriate.
- 1.3 Collaborative activities may include, but are not restricted to, research, development of articulation or progression agreements for taught provision, development of taught provision, staff and student exchange, and staff development activities.
- 1.4 Collaborative activities may be subject to further approval processes by either party and will be described in separate legally binding written agreements.
- 1.5 Nothing in this memorandum shall be construed as creating a legal relationship between the parties and the parties agree that this memorandum is not legally binding.

#### **2 Publicity and marketing**

- 2.1 The partners will agree the appropriate way of expressing the nature of the relationship to be used in publicity materials.

**3 Intellectual property**

3.1 All intellectual property owned by one of the participating institutions shall remain the exclusive property of that institution and shall not be used by another institution for its own benefit except as expressly permitted by owning institution.

**4 Resolution of disputes**

4.1 Any dispute or disagreement arising from activities carried out under the terms of this memorandum shall be referred to a group composed of the Chair of the governing body of each party and one other member of the governing body from each institution chosen by the Chair. If discussions are unsuccessful in resolving the matter, the issue will be referred to an independent mediator agreed by both Chairs.

4.2 In the event that the matter cannot be resolved by negotiation or mediation as set out above, the parties agree to resolve the matter by arbitration, by which arbitration they will be bound.

**5 Termination of the agreement**

5.1 This memorandum of understanding will remain in force for two years from the date of signature, unless replaced by a memorandum of co-operation.


5.2 Either party may withdraw from this memorandum of understanding by giving three months' notice in writing to the other party of their intention to withdraw.

---

Professor Chris Pole  
Deputy Vice-Chancellor  
University of Brighton

Date

2/6/16



---

Professor Panja RAMANOELINA  
President  
Université d'Antananarivo

Date

07 JUIII 2016