

Contract for Collaboration in Research and Development

Memorandum of Understanding

Between

OBU

Oxford Brookes University

Gispy Lane, OX3 0BP, Oxford, UK

- represented by the Vice-Chancellor, Professor Alistair Fitt

for its **Faculty of Humanities and Social Sciences**, Department of Social Sciences,

Project Leader: Dr. Giuseppe Donati

And

UAMZBA

University of Antananarivo,

BP 906 Antananarivo 101- Madagascar,

- represented by the President, Professor Panja Ramanoelina -

For its **Faculty of Sciences**,

Section of Zoology and Animal Biodiversity (UAMZBA) (previous Department of Animal Biology),

Project Leader: Dr. Zafimahery Rakotomalala

Preamble

The Department of Social Sciences of the Faculty of Humanities and Social Sciences of Oxford Brookes University (OBU) and the Section of Zoology and Animal Biodiversity (previous Department of Animal Biology) of the Faculty of Sciences of Antananarivo University (UAMZBA), agreed to combine efforts to promote research and capacity building on the level of higher education and doctoral studies in primatology and biodiversity conservation, particularly on the lemurs of Madagascar.

Article 1: MOTIVATION

The extraordinary faunal and floral diversity of Madagascar is declining at an alarming rate due to the degradation of the original forest ecosystems. A very substantial number of primate species are at the risk of extinction, some of them even before their description to science. In order to raise awareness among national and international communities about the economic, social and scientific importance of the conservation of Madagascar's lemurs, research institutions, and the protected area management must promote activities to support conservation efforts.

Article 2: AIMS

The aims of the contract are:

- 2.1. capacity building of students, researchers and technicians to improve staff qualifications;
- 2.2. develop biodiversity conservation actions (species, ecosystems, habitats);
- 2.3. increase the knowledge of Madagascar's biodiversity, and the behaviour, ecology, and conservation of lemur species;
- 2.4. transfer technical and intellectual knowledge to promote field work;
- 2.5. improve protected area management and ecotourism.

Article 3: ENTITIES INVOLVED

For the Malagasy partner:

The University of Antananarivo, Faculty of Sciences, Section of Zoology and Animal Biodiversity (UAMZBA) (previous Department of Animal Biology), BP 906 Antananarivo 101, Madagascar, abbreviated as "UAMZBA".

For the English partner:

Oxford Brookes University, Faculty of Humanities and Social Sciences, Department of Social Sciences, abbreviated as "OBU".

Article 4: PERSONS IN CHARGE AND MEMBERS

For the Malagasy partner:

UAMZBA

represented by the Head of the Section of Zoology and Animal Biodiversity, Dr. Zafimahery Rakotomalala, and the collaborators and students

For the English partner:

OBU

represented by the Head of Departement, Dr. Chris McDonough, and Dr. Giuseppe Donati for all scientific and related aspects

Article 5: RESEARCH PROGRAMMES

- 5.1. A research proposal must be deposited at the Malagasy authorities through the UAMZBA. The proposal must describe the context and the integration into the actual Management Plan of the Protected Area concerned.
- 5.2. If samples have to be collected during the studies for later analyses, efforts should be made to collect the samples outside the protected area if possible. If samples have to be collected inside the protected area, the researcher(s) must follow the rules established by Madagascar National Parks (MNP).
- 5.3. In case of exportation, all samples must be presented at UAMZBA. UAMZBA shall certify that duplicates of the specimen have been deposited in Malagasy institutions correctly.
- 5.4. Reports of the preliminary results have to be delivered to UAMZBA and OBU no later than 6 months, and final results have to be delivered to all UAMZBA and OBU no later than 12 months after having left Madagascar, respectively.

Article 6: OBLIGATIONS OF CONTRACT PARTNERS

6.1. Duties of OBU:

- 6.1.1. support the UAMZBA to improve and update its database within the context of the present collaboration;
- 6.1.2. Seek to raise funds if required for the research to be completed within projects;
- 6.1.3. train UAMZBA students and Malagasy technicians in the field and in the lab (in Madagascar or if possible outside Madagascar) and provide quality control for the work and results delivered within this collaboration;
- 6.1.4. co-supervise Master and Doctoral students in accordance with all applicable regulations and standards
- 6.1.5. provide scientific information and research material for teaching, the laboratories and the equipment needed for field work as well as necessary materials or liquids to assure an appropriate storage of collected specimen;
- 6.1.6. facilitate scientific exchange between staff and students of OBU and UAMZBA when funding is available.

6.2. Duties of UAMZBA:

- 6.2.1. provide scientific participation linked to the projects in Madagascar;
- 6.2.2. facilitate administrative requirement for the collaborators (students, researchers, professors or specialized technicians) of OBU, the UAMZBA and their partners before the beginning of the work in Madagascar (research permits, collection permits, exportation permits); specifically:
 - a. assure that samples for exportation conform to the regulations (1mg/Kg individual body mass for tissue, feces and fur; 1 to 5ml/kg/individual for blood) and exportation permits (specimen and samples of animals and plants are controlled by the authorities of CITES, *Convention on International Trade in Endangered Species, of Wild Fauna and Flora*);
 - b. apply at appropriate authorities for visa extensions for the collaborators of OBU coming to Madagascar within the context of the present collaboration;

- c. apply at appropriate authorities for tax exemptions at customs for material imported and to be left with the Malagasy partners as well as temporary admission of material and equipment imported temporarily for the realization of the project ;
 - d. advise collaborators of OBU coming to Madagascar within the context of the present collaboration of any relevant laws and rules
 - e. is responsible for the proper implementation of the duties listed above.
- 6.2.3. maintain the material and equipment provided by the partner and donated after completion of the work under collaboration with Malagasy partners;
 - 6.2.4. propose and provide Master or doctoral students;
 - 6.2.5. provide access to the researchers of OBU to the existing scientific collections for the running time of the project;
 - 6.2.6. co-supervise students and/or technicians in the field and in the lab and provide quality control for the work and results delivered within this collaboration

Article 7: GENERAL ARRANGEMENTS

- 7.1. Each proposal will be summarized by a research proposal and documentation elaborated by the parties involved. UAMZBA will be in charge to inform relevant authorities (CAFF/CORE) and to submit the files in order to obtain research permits.
- 7.2. The collection of samples within the context of this agreement has to follow the relevant regulations. Samples have to be collected outside the protected areas if possible. Samples can be collected inside the protected area only after explicit authorization by the management of the protected area.
- 7.3. The results of the research projects (and the intellectual property rights in the same) shall be jointly owned and will be published jointly providing that a contribution has been delivered by the relevant parties. Utilization of the results by third parties is subject to the agreement of the relevant parties not to be unreasonably withheld.
- 7.4. Research publications originating from the present program have to mention all participants.
- 7.5. Copies, reprints or electronic files of the publications will be delivered to all partners.
- 7.6. Except when stated otherwise by a joint agreement, the exchange of results derived from the present program is free without any fees attached.
- 7.7. This Agreement is executed in English and French. The English version is the authentic version.

Article 8: LIABILITY

Both parties shall take out appropriate insurance for their activities under this contract.

Article 9: DURATION AND BEGINNING OF THE CONTRACT

The present contract shall become effective at the date of last signature by the parties and shall be valid for five years. It can be renewed by mutual written consent.

The contract may be terminated by either party giving six months written notice provided that at the date of termination UAMZBA's obligations in respect of collaborators of OBU in Madagascar within the context of the present collaboration shall continue until they have completed their activities.

Any modification or amendment of this agreement must be in writing and executed by both parties.

Article 10: APPLICABLE LAW

This Agreement shall be governed by English law and the Parties submit to the exclusive jurisdiction of the courts of England.

Antananarivo, 15 JUL 2016

Oxford,

Malagasy Part

English Part