MEMORANDUM OF UNDERSTANDING

BETWEEN

The Court of Edinburgh Napier University (ENU)

AND

The University Court of the University of Edinburgh (UoE)

1 Purpose of Memorandum

The purpose of this Memorandum is to underpin the development of what is hoped will become a long-term partnership between ENU and UoE.

It therefore sets out matters of agreed principle and policy, reflecting the spirit of co-operation between ENU and UoE, but it is not intended to be legally binding, with the exception of clause 6. ENU and UoE may but are not obliged to enter into separate formal legally binding agreements in relation to their various joint activities, which will fully document the rights and obligations on each side.

2 Aims of the joint activity

ENU and UoE agree in good faith to work together to promote or develop the following:

Joint bids and proposals to identified Cyber Security funding streams.

3 Agreements between ENU and UoE

As noted in clause 1, any such future joint activities of ENU and UoE will be, where appropriate, covered by appropriate legally binding agreements.

4 Principles of joint developments

ENU and UoE agree to:

4.1 ensure that all activity is conducted in an orderly manner, reflects the strengths of the parties, and where possible is complementary, drawing on their respective missions and corporate plans;

4.2 take part in activities that are cost-effective and efficient in development and implementation, assure the standards and quality of the awards, and provide complete, accurate and reliable information to students and stakeholders.
5 Senior contacts

ENU and UoE will each nominate a senior contact who will be responsible in practice for ensuring effective liaison between them; preserving the underpinning principles outlined here; and maintaining an overall perspective on developments initiated through this Memorandum.

6 General

6.1 Each party shall be entitled to use the other's name and logo only as specifically agreed in advance in writing.

6.2 This Memorandum shall expire on the date that is five (5) years after the date of execution, but may be terminated earlier than that date at any time by either party upon the giving of one (1) week’s written notice to the other.

6.3 Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any party as an agent of the other party.

6.4 The terms of this Memorandum may be amended at any time by agreement in writing between the parties.

6.5 The parties irrevocably agree that this Memorandum and any disputes arising under or in any way connected with the subject matter or formation of this Memorandum shall be governed by and construed in accordance with Scottish law. Each party submits to the exclusive jurisdiction of the courts of Scotland in relation to any disputes or other matters arising out of or in connection with this Memorandum.

7 Signatures

Authorised Signatory for The Court of Edinburgh Napier University

Signature .................................................................................................................

Name in capitals ..............................................................................................

Post ..................................................................................................................

Date ....................................................................................................................
Authorised Signatory for The University Court of the University of Edinburgh

Signature ..........................................................................................................

Name in capitals

Post

Date ............................................................................................................