



TEMPLATE

Research and Data Sharing Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on _____, 20XX, expires in XX years, and is entered into by the following parties (together the “Partners”):

Names

This MOU is among the partners that are implementing the _____ Project. In addition, there are many additional partners and community groups who are and will be part of the larger _____ that are not mentioned here.

Mission & Purpose

1. Our Mission is to:
2. Our purpose is to:
3. Specifically, the Partners are together implementing:
Describe the project/study
4. The research and monitoring activities seek to answer the following questions and is described as follows:
 - a. *Questions to be answered*
 - b. *Objectives*
 - c. *Methods*

The Partners agree to work together to fulfill the purposes described above according to the following terms and conditions:

Agreement

1. **Project Name**
_____ (herein after as the “Project”)
2. **Project Review Period**
The Partners agree to undertake ___(state when and how often)_____ reviews of their performance in achieving program goals and agree to work together to adjust roles and responsibilities and ensure effective implementation of the projects and the goals for this MOU.
3. **Project Goal & Milestones:**
The Project Goal is to:
The tasks are:
4. **Partners’ Individual Roles and Responsibilities**
Identify the motivations/needs/interests of each partner and what they expect to get out of the project.
5. **Data Management and Sharing**
Include applicable principles here & specifics
 - a. Intended use, products, and distribution of the data by whom
 - b. Questions and concerns of community
 - c. How those concerns will be addressed

- d. For use of data outside of community reports, data not to be traceable back to the specific site in order to protect against exploitation of resources. Therefore:
 - De-link place names with the biological data.
 - Use data without geospatial reference (e.g. maps).
- e. For publications, presentations and reports: Partners shall give co-authorship or acknowledgement as applicable, and either include local innovators or conservators, or respect their request for anonymity.
 - Draft reports (including dissertation, journal papers, etc.) should be sent to the Partners prior to finalization, for comments/edits; and copies of final papers provided as well
 - Arrangements shall be made to have the executive summary discussed with the community
 - Contributions of all Partners should be acknowledged in all materials produced, including joint authorship when warranted.
- f. Data Security: All data collected shall be stored securely with limited access by _____.
- g. Data Protection: *How will sensitive data be protected?*
- h. Chain of custody for data:

6. Project Management

- a. Management: Final decisions on the project will be made by _____. _____ will seek to arrive at all decisions through a process of consensus by all the partners. Discussions leading to consensus aim to bring the group to mutual agreement by addressing all concerns. Consensus does not require unanimity. Rather, everyone must agree they can “live with” the decision. Consensus fosters creativity, cooperation and commitment to final decisions. Restating the agreements made and next steps to implement decisions will close discussion.

Coordination of the Project shall be conducted by _____ comprising at least one (1) representative from each organization.

Each annual meeting of the Project requires a quorum, which shall be _____, in person or phone. Meetings require advance notice by email at least a week. More meetings may be called if business requires. At the meeting, partners will agree who will take notes, and then distribute notes by email to all partners within a month after the meeting.

7. Mutual Responsibilities of the Partners

- a. Ownership of Documents and Data: All rights, title, and interest to and including without limitation copyright, in any reports, studies, photographs, data and any other materials (the “Works”) created under this MOU shall be used for non-profit conservation purposes only. The partners agree that all intellectual property created under this MOU is jointly owned by the Partners. Any non-conservation use, publication or further distribution of the Works by the Partners shall require approval in writing by the other partner(s). The Partners agree that all intellectual property previously created by any party shall remain the exclusive ownership of the original creating party.
- b. Use of Name and Logo: Partners may not use the other’s name and/or logo in any way without prior written consent, except to the extent the work performed contemplates their inclusion in any required report or final product.
- c. Confidentiality: During the course of the performance of this MOU, the Partners may have access to materials, data, strategies, trade secrets, proprietary information, systems or other information relating to the other party which are intended for internal partnership use only. Any such information acquired shall not be used, published or divulged in any manner or connection whatsoever without first having obtained the written permission of the other, in which permission may be withheld in their sole discretion.
- d. Dispute Resolution: The Partners agree that, in the event of any dispute relating to this MOU or the performance of work, they shall first seek to resolve the dispute amicably, in good faith and through mediation. If a dispute cannot be resolved informally, seek to resolve the dispute through the program manager. If it cannot be resolved, the Partners agree that any party may leave the partnership with at least thirty (30) days of written notice, given by the terminating party. The Partners shall then work together in good faith in wrapping up any ongoing activities.

- e. Responsibility: Each Partner shall be solely responsible for their own actions and/or omissions by all those who may be operating under their supervision who are involved in the implementation of the objective of this MOU, and accept all responsibility for the repair of any possible damage caused in the execution of this MOU, whether to the other Party, or to third parties.
- f. Compliance with the Law: The Partners will observe all the applicable laws and regulations during the execution of the work implemented under the provisions of this MOU.
- g. Validity of any Provision: If any provision of this MOU is held invalid, the other provisions herein shall not be affected thereby.
- h. Entire Agreement: This MOU, including any attachments, embodies the entire and complete understanding between the Parties, and any amendment to this MOU, and will only be valid if in writing and signed by all Partners.
- i. Communications: External – all communications and a communication strategy regarding the Project must be managed with the consensus of all Partners. Internal – communications between the Partners regarding the business of the MOU should include all to promote a spirit of cooperation and transparency.
- j. In-kind Resources: The Partners share resources to the extent practical including volunteers. Each will be sure to insure and minimize liability risks. Each will ask permission to use any in-kind resources for grants so not to double count. Each groups’ volunteer hours are their own, except when agreed upon otherwise.
- k. Fundraising: The Partners each raises their own funds, collaborates when possible on funding opportunities, and notifies partners prior to any grant application and upon receipt of funding.
- l. Transfer of Funds: The Partners will establish mechanisms to transfer funds when needed.

IN WITNESS WHEREOF, the Parties execute this Memorandum of Understanding, effective as of the date first above written.

_____ (signature)
 Name and title
 Organization
 Address, phone and email

_____ (signature)
 Name and title
 Organization
 Address, phone and email

_____ (signature)
 Name and title
 Organization
 Address, phone and email

