

MEMORANDUM OF UNDERSTANDING

Between

**THE MARINE INSTITUTE
&
GALWAY MAYO INSTITUTE OF TECHNOLOGY**

1ST February 2011

1. Purpose of the Agreement

The agreement sets out the terms and conditions under which the Marine Institute and GMIT will work together in a strategic and non-exclusive alliance to maintain and develop both Institutes' research capabilities.

2. Responsibilities

a. The Marine Institute will:

- Provide the appropriate training to ensure GMIT staff participating in the Adjunct Appointment programme are competent to carry out all agreed tasks and duties.
- Provide on-going telephone and face-to-face support to GMIT staff under the Adjunct Appointment programme, as required.
- Provide an agreed administrative fee where GMIT facilitates certain project work
- Acknowledge the contribution of GMIT staff and the Institute itself in any publications arising from the work.

b. Galway Mayo Institute of Technology (GMIT) will:

- Attend training courses and meetings arranged by the Marine Institute in relation to project work agreed under the Adjunct Appointment programme
- Ensure compliance with academic standards
- Partner the Marine Institute in competing for and undertaking appropriate research projects

c. Both Galway Mayo Institute of Technology (GMIT) and Marine Institute will:

- Participate in the Marine Institute Adjunct Appointment programme
- Inform the other party if a conflict of interest arises in either competing for research funding or performing work associated with the Adjunct Appointment programme
- Develop undergraduate and postgraduate programmes
- Convene at least one review meeting per year between the Marine Institute and GMIT to discuss progress and to address any issues which may have arisen in relation to the nature or content of the appointments.
- Supply the professional resources necessary to carry out their elements of the Adjunct Appointment programme.

3. Confidentiality


Both parties undertake that they shall keep confidential any information which is identified as being such (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or restricted or marked as such) including information concerning the business, finances, dealings, transactions or affairs of either party. Both parties undertake not to disclose any confidential information to any other person and not use any such information for any purpose other than as agreed

4. Dispute Resolution


If any dispute, complaint or disagreement arises in connection with this Agreement, the parties will first attempt to settle it at a liaison meeting between the relevant Marine Institute Director and the relevant GMIT Department Head. Issues not resolved by the parties to the liaison meeting may be referred to the Chief Executive of the Marine Institute and the President of GMIT.

5. Term of the Agreement

The agreement will come into force on 1st February 2011 and will run for an initial 5 year period up to 31st January 2016, at which point it will be reviewed by both parties.



Peter Heffernan
Chief Executive
Marine Institute



Jim Fennell
Acting President
GMIT