



UNIVERSITY of LIMERICK
OLLSCOIL LUIMNIGH

MEMORANDUM OF UNDERSTANDING

between

The University of Limerick

and

The Multiple Sclerosis Society of Ireland

for

Teaching & Research Collaboration

Memorandum of Understanding

1. Introduction

- 1.1 The University of Limerick, hereinafter referred to as UL, and the Multiple Sclerosis Society of Ireland, hereinafter referred to as MS Ireland, will enter into collaboration, through teaching and research, to improve understanding of Multiple Sclerosis (MS) and to enhance the quality of life for the person living with MS, their family, community and society in general (subject to and in accordance with this Memorandum of Understanding).

2. Retention of Identity

- 2.1 Notwithstanding the terms and conditions of this Memorandum of Understanding, UL and MS Ireland will retain their respective independent and separate legal identities and nothing in this Memorandum of Understanding will prevent either party undertaking research projects with or on behalf of third parties.

3. Teaching & Knowledge Sharing

- 3.1 UL and MS Ireland shall work collaboratively in such manner and form determined by each of UL and MS Ireland from time to time to increase the knowledge of students and the general community about all areas of MS. Both formal teaching, through new and existing programmes, and informal opportunities, such as public lectures, will be utilised where practicable in the opinion of UL and MS Ireland.

4. Research Projects

- 4.1 UL will develop a range of proposals for research based on the needs of the members of MS Ireland for submission to and consideration by MS Ireland. In turn, MS Ireland will aid UL in its research and in securing funding to undertake mutually agreed MS related research projects.
- 4.2 Each agreed research project will be subject to a separate project specific written agreement that will include details of the project funding, scope, duration, reporting obligations and will set out mutually agreeable intellectual property, confidential information and risk management provisions.
- 4.3 In order to carry out agreed research projects, both parties will engage the services of such staff as each party deems necessary for conducting its work as set out in the project specific agreements.

5. Intellectual Property

- 5.1 Without prejudice to the generality of 4.2 above, both parties will retain ownership of any intellectual property that it developed, owned or licensed prior to the commencement of an agreed research project. Either party may wish to make its intellectual property available royalty free and non-exclusively to the other party for the sole purpose of meeting the requirements of an agreed research project and any such arrangement will be subject to the project specific agreement(s) referred to at 4.2 above.

5.2 The ownership and management of any intellectual property, know-how, results, documents and other information produced by either party as a result of undertaking an agreed research project will be set out in a project specific agreement and will be in accordance with the National Code of Practice for Managing Intellectual Property from Publicly Funded Research and the National Code of Practice for Managing and Commercialising Intellectual Property from Public-Private Collaboration Research that prevail from time to time.

6. Publication Procedures

6.1 Any publications arising from collaborative research projects will be agreed by both parties in advance of their publication. Any additional requirements in relation to publication procedures will be set out in the project specific agreements.

7. Termination of Memorandum of Understanding


7.1 UL or MS Ireland may terminate this Memorandum of Understanding by giving to the other not less than sixty days notice in writing and subject to any surviving obligations in project specific agreements neither party will be under any further obligation to the other.

8. Dispute Resolution


8.1 Other than provided for in project specific agreements, UL and MS Ireland agree that in the event of any dispute arising between the parties in relation to this Memorandum of Understanding or any teaching or research collaborative projects, both UL and MS Ireland will make every effort to resolve the dispute themselves within 60 days of the dispute arising.

9. Commencement

9.1 This Memorandum of Understanding will come into operation on the 23 day of May and may be reviewed by a procedure jointly agreed by UL and MS Ireland every three years thereafter.


Ms Anne Winslow
Chief Executive
Multiple Sclerosis Society of Ireland

Date: 23/5/11


Professor Don Barry
President
University of Limerick

Date: 23/5/11

