

**Memorandum of Understanding (MOU) by and between,
University of Moratuwa,**

This Memorandum of Understanding (MOU) is made and entered into atin the Democratic Socialist Republic of Sri Lanka on this.....day of.....(month) Two Thousand and Twenty

BY AND BETWEEN

1., a established and existing under the(act), OR duly registered under the laws of bearing the Registration Nohaving its principal office at (hereinafter called as “**Collaborator**”) which term or expression as herein used where the context so requires, means and includes the said, its successors and assigns,

2. **UNIVERSITY OF MORATUWA**, a university established and existing under the Universities Act, No. 16 of 1978, having its principal office at Katubedda, Moratuwa 10400 in the Democratic Socialist Republic of Sri Lanka (hereinafter called as “**UOM**”) which term or expression as herein used where the context so requires, means and includes the said University of Moratuwa, its successors and assigns, and

Collaborator, and UOM herein after individually referred as “Party” and collectively referred as “Parties”.

WHEREAS the UOM and Collaborator intend to establish the terms of collaboration for the research and development of the products and services between the Parties.

WHEREAS the UOM is willing to undertake the research, development and delivery of projects, utilizing the expertise and information provided by Collaborator AND Collaborator is willing to financially support the collaborative projects based on the budget submitted by UOM for each project.

1. OBJECTIVES

The objectives of this MOU are:

- 1.1 To outline the overall collaboration between the Parties
- 1.2 To foster a long-term collaborative relationship that may extend to future projects through subsequent Contract Agreements.

2. ROLES AND RESPONSIBILITIES

2.1 UOM

- 2.2.1 Lead the development and delivery of each project under this collaboration based on specific Contract Agreements.
- 2.2.2 Ensure that the research output aligns with academic and institutional standards of the UOM.
- 2.2.3 Provide human resources, basic utility and laboratory facility requirements for the implementation and delivery of the project

2.2 COLLABORATOR

- 2.2.1 Provide necessary data, research inputs, resources and funding to support the university's project development.
- 2.2.2 Facilitate knowledge transfer and offer technical expertise required for each project.
- 2.2.3 Ensure that data shared with UOM complies with legal and ethical standards.
- 2.2.4 Ensure transparent financial administration and compliance with the financial regulations governing the project.
- 2.2.5 Provide finance for the project ensuring project's cost-efficiency and sustainability.

3 DURATION

This MOU shall be effective from [Start Date] and will remain in effect for a period of five (05) years, unless terminated or extended as provided in this MOU.

4. DESCRIPTION OF PROJECTS

- 4.1 Contract Agreements shall be signed separately for each specific project agreed by and between UOM and Collaborator.
- 4.2 Each project and the Contract Agreement should be approved by the Council of UOM, when necessary with the recommendation of the Senate and the Finance Committee of UOM
- 4.3 The overall management and implementation of each Project shall be carried out by a team of staff members from the Collaborator and UOM hereinafter referred to as the “**Project Committee**”.
- 4.4. The administration and the day-to-day operations of each Project shall be carried out by the Project Committee.
- 4.5 The Project Committee shall ensure that a robust review mechanism is formulated and that review meetings are held at a mutually agreed frequency.
- 4.6 All progress and results of any projects shall be documented (including source codes) in accordance with an internationally accepted project management and documentation standard, as specified by the Project Committee prior to commencement of the Project.

5. STRUCTURE AND FUNCTIONS OF THE PROJECT COMMITTEE

5.1 The Project Committee shall consist of:

- a) nominated by Collaborator as its primary point of contact;
- b) One (01) member nominated by UOM as its primary point of contact;
- c) Director/Enterprise as the Chairman of the Project Committee.

5.2 All such members of the Project Committee shall be named separately in the relevant Contract Agreement

5.3 The Project Committee shall meet at agreed frequencies in order to evaluate the operations of each Project.

5.4 The Chairman of the Project Committee shall have the overall responsibility of planning and implementing activities of the Project to guide it towards its objectives. The Chairman shall also coordinate technical, and managerial functions between the Parties.

6. FINANCE MANAGEMENT

6.1 The total funding for each project should be provided by the Collaborator as per the Budget provided by UOM and agreed between the Parties for each project.

6.2 Any amendments to the budget or changes to the financial arrangements must be communicated in writing and mutually agreed upon by both Parties before implementation/any variation.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Intellectual Property rights of the Products generated through specific project undertakings shall be agreed by the Parties in separate Contract Agreement which will be entered for each specific project.

8. CONFIDENTIALITY

8.1 Each Party shall ensure that any confidential information relating to the other Party is treated as strictly confidential, and is not used or disclosed to any other person other than persons strictly requiring the information for the purpose of properly performing its obligations under this MOU, provided that they are made aware of the confidentiality obligations in this clause and with the other Party's prior consent. Confidential information may be disclosed if required by law or where the information is generally or publicly available other than through a breach of this MOU. This clause shall survive termination of this MOU.

8.2 UoM's confidentiality obligations with respect to a specific project, if such a need arises, shall be governed by a non-disclosure agreement signed by the Parties, which shall become an addendum to this MOU, Where the provisions of this MOU conflict with a later non-disclosure agreement, the provisions of the non-disclosure agreement shall prevail.

9. FUTURE COLLABORATIONS

9.1 This MOU provides the basis for future collaboration between the Parties on separate research projects within the scope of collaboration between Parties.

10. TERMINATION

- 10.1 Either Party may terminate this MOU if the other Party breaches any of the terms herein contained and does not cure such breach within Fifteen (15) calendar days of written notice of the said breach by the non-defaulting Party to the defaulting Party, unless the time period for curing of breach is further extended by mutual agreement.
- 10.2 Either Party may terminate this Agreement at any time by giving Thirty (30) calendar days' written notice, for convenience and without need for any reason whatsoever.
- 10.3 Termination shall not affect the completion of ongoing activities or financial obligations that were agreed upon before termination.

11. EFFECTS OF TERMINATION

- 11.1 Upon termination of this MOU, the Parties agree to fulfill any outstanding obligations that were initiated prior to termination, including the completion of ongoing activities and the settlement of financial obligations.
- 11.2 Any provisions concerning confidentiality, intellectual property, and dispute resolution shall survive irrespective of the termination of this MOU.

12. AMENDMENTS

- 12.1 This MOU may be amended with the mutual consent of all Parties.
- 12.2 Any such amendments must be made in writing and signed by authorized representatives of each Party.

13. TRANSFER AND ASSIGNMENT

- 13.1 Neither Party shall assign all or any part of this MOU to any other party without prior written approval of the other Party to this MOU.

14. WAIVER

14.1 No delay on the part of either Party in enforcing against the other Party any term or condition of this MOU and no grant of any extension of time by either Party (whether with or without consideration thereof) shall be deemed to be a waiver of or in any way prejudice any right of either Party under the MOU against the other Party. No waiver of any term or condition hereof by either Party shall be deemed a waiver of any other term or condition of this MOU.

15. FORCE MAJEURE

15.1 No Party shall be liable for any failure or delay in performance under this MOU caused by circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, strikes, or acts of government.

15.2 In the event of such force majeure, the affected Party shall notify the other Parties in writing within 28 days and take all reasonable measures to mitigate the effects.

16. SEVERABILITY

16.1 In the event any provision of this MOU (including those relating to any limitations of liability or limitation on warranties) is held to be invalid or unenforceable, the remaining provisions of this MOU shall remain in full force and effect.

17. ENTIRE AGREEMENT

17.1 This MOU constitutes the entire understanding and agreement between the Parties with respect to the subject matter herein and supersedes all prior discussions, negotiations, agreements, or understandings, whether written or oral, between the Parties. No modifications or amendments to this MOU shall be valid unless made in writing and signed by all Parties.

18. APPLICABLE LAW

18.1 This MOU shall be governed and construed in accordance with the laws of Democratic Socialist Republic of Sri Lanka.

19. SETTLEMENT OF DISPUTES

19.1 If any dispute or difference whatsoever arises between the parties concerning matters relating to this MOU or any provision thereof, the parties herein shall use their best endeavors to resolve the dispute or difference amicably.

19.2 Failing amicable resolution of such dispute or difference by the Parties and if any such dispute is not resolved within fifteen (15) business days of commencement of attempts to settle the same, such dispute shall be referred an appropriate Court of Law in Sri Lanka based on the MoU.

20. NOTICE

20.1 Any notice sent in relation to this MOU shall be in writing, and shall be deemed to have been sufficiently served if sent to either Party by electronic mail and received by the other Party on the next Business Day, to the following e-mail addresses:

Collaborator –

- 1. Name
- 2. Title
- 3. Email
- 4. Phone No

UOM -

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21. WARRANTY OF AUTHORITY

21.1 The Parties hereto represent and warrant to each other that their authorized signatories are entitled to sign on their behalf, and that the rights and obligations of each of the Parties hereto shall be legally valid and binding and enforceable on them.

22. MISCELLANEOUS

22.1 This MOU constitutes the entire understanding between the Parties concerning the project.

22.2 No Party may assign its rights or delegate its obligations without the written consent of the other Parties.

23. SIGNATURES

This MOU is signed and executed by the duly authorized representatives of the Parties as of the date and place written above.

Collaborator

Name:

Title:

Date: _____

Witness:.....

University of Moratuwa, Sri Lanka

Common Seal

Name: Prof. N.D Gunawardena

Name: D.L Dishan Jayantha

Title: Vice-Chancellor

Title: Registrar

Witness: