

Memorandum of Understanding



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This Memorandum of Understanding (“**MoU**”) is between:

KING’S COLLEGE LONDON, a university with charitable status established under royal charter and having its office at Strand, London WC2R 2LS.
and

UNIVERSITY OF SCIENCE AND TECHNOLOGY OF CHINA, located at 96 JinZhai Road Baohe District, Hefei, Anhui 230026.

(each a “**Party**” and together the “**Parties**”).

1. The Parties believe that mutual benefit can be derived from scholarly interaction, cultural interchange, co-operative research and other forms of academic collaboration as well as possible student and staff exchanges. The Parties see advantages in the development of strong academic links and relationships, and agree in principle to enter into discussions to establish ties of friendship and cooperation for the purpose of promoting mutual understanding and academic, cultural and personal exchange.
2. Except for this paragraph 2 and paragraphs 6 to 11 (inclusive) (the “**binding sections**”) which shall be legally binding on the Parties, this MoU is not legally binding and the Parties acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is designed to assist and inform the Parties' on-going discussions and, other than the binding sections, neither Party wishes for this MoU to give rise to any binding commitment or legal obligation. The Parties agree that each shall bear their own costs for any work under this MoU, save and except as separately agreed in writing.
3. Discussions regarding potential collaborative opportunities are expected to cover:
 - Academic collaborations, including but not limited to seminars/workshops/conferences, joint research projects, joint grant applications for research funding, joint publications
 - Student mobility via summer programmes, semester exchanges, virtual mobility and research internships
 - Staff mobility such as Visiting Researcher programmes, joint course/modules, joint delivery

- Joint/dual degree programmes
 - Joint institute
 - Other areas of interest and collaboration as shall be identified
4. In accordance with good legal practice and the requirements of the UK's *Quality Code for Higher Education*, where the Parties agree to proceed with a specific activity, the Parties agree to enter into a separate written agreement for that specific activity which will include all material legal, administrative and financial terms including funding and the responsibilities and obligations which are to be undertaken by each Party which are to be mutually agreed and signed by the Parties prior to the commencement of the activity.
 5. Each Party undertakes to reveal to the other such dealings with other institutions or any material fact that may be reasonably expected to impinge on the development of the collaborative relationship established under this MoU.
 6. **Confidentiality.** The Parties agree and undertake to keep confidential at all times. Any information or data that may be exchanged, acquired, disclosed, or shared in connection with any activity conducted pursuant to this MoU save where such information is already in the public domain or is required to be disclosed by any applicable law or regulations (which, in the case, of King's, shall include under the Freedom of Information Act 2000), or where the extent of such disclosure is authorised in writing by the other. Neither Party shall use the information of the other Party except to the extent required to enable the performance of this MoU. The obligations of the Parties under this clause shall continue following the expiry or termination of this MoU.
 7. **Intellectual Property Rights.** As a general rule, nothing in this agreement or a project agreement will be construed as an assignment or transfer of any IP rights belonging to a party if not expressly granted pursuant to such agreement. The parties undertake to respect each other's ownership of those rights at all times. The ownership of all IP rights will be and remain vested in the party who initially owned and/or developed the same and such party will have the exclusive right to the commercial use of the IP. IP that is solely developed by one party will be exclusively owned by that party. IP that is jointly developed by the parties will be jointly owned by the parties, with each jointly-owning party having an undivided interest therein and being free to use such IP for its own internal non-commercial purposes as if it had been the sole owner, subject obligations of confidentiality towards the joint owner/s. Neither part shall do anything which would prejudice the rights of the other joint owner. Neither party shall transfer, license or sub-license such jointly owned IP for commercial purposes without the prior written consent of the other party. The parties agree to cooperate in all ways necessary to facilitate the protection, maintenance, defence and exploitation of the IP rights in result. Each Party grants to the other a non-exclusive, non-transferable licence for duration of this MoU to use such of its existing IP as is provided to the other Party for the purposes only of this MoU.
 8. **Publicity / announcements.** Specific approval for any publicity or announcements relating to this MoU or the other Party must be agreed in writing prior to deployment between the Director of Global Engagement at King's College London and Director of the Office of International Cooperation at University of Science and Technology of China.

9. **Duration of this MoU.** The effective date of this MoU is the first date after both Parties have signed below. This MoU will expire five (5) years from the effective date unless sooner terminated, revoked or modified by mutual written agreement between the Parties. Either Party may terminate this MoU without liability to the other by giving three (3) months' notice in writing to the other Party.
10. Amendments to this MoU will only be effective if in writing and signed by an authorised signatory of each Party.
11. **Dispute resolution.** The Parties will endeavour to resolve any disputes amicably and via institutional committees and other means in the spirit of partnership.

Signed

On behalf of King's College London

On behalf of University of Science and
Technology of China



Prof. Funmi Olonisakin
Vice-Principal & Vice-President
(International)



Prof. Jiangfeng Du
Vice President

Date: 29 January 2021

Date: 18 March 2021