
MEMORANDUM OF UNDERSTANDING

PARTIES

University of Otago, a body corporate established under the University of Otago Ordinance 1869, the University of Otago Amendment Act 1961 and the Education Act 1989, PO Box 56, Dunedin, New Zealand;

U3A Dunedin Charitable Trust, an independent body, set up in 1994 to cater for the on-going educational needs of people in the Third Age of life and became a registered Charity in 2001, PO Box 6491, North Dunedin 9059.

BACKGROUND

University of Otago has research, teaching expertise and collaboration relationships in numerous fields of interest to U3A Dunedin.

U3A Dunedin is an autonomous body located in Dunedin, New Zealand.

1. UNDERSTANDING

- 1.1. Employees of the University of Otago have in the past delivered and continue to deliver talks to members of U3A Dunedin and undertaken research involving participants from the U3A Dunedin membership. University of Otago and U3A Dunedin wish to enter into this Memorandum of Understanding ("MOU") together to establish a framework and process by which this research is facilitated.
- 1.2. Both parties share a common interest in research-informed education, and in education as a public good.
- 1.3. The reciprocity of the relationship between the Parties is covered within the common interest in both education and in research concerning older people.
- 1.4. Employees of the University of Otago may be in a position to share their expertise with U3A Dunedin members by teaching in short courses organised and run by U3A Dunedin. Such teaching is usually treated as a voluntary gift but may count as part of an employee's community service.
- 1.5. In recognition of outstanding contributions made by academic staff, U3A Dunedin may make occasional donations to departments within the University of Otago.
- 1.6. U3A Dunedin may be in a position to facilitate access by University of Otago researchers to its membership for research purposes.

2. AGREEMENT

- 2.1. Should some activities agreed to be undertaken under this MOU (the "Project") be of a more involved nature, the Parties would discuss further details at that time.

- 2.2. The Parties acknowledge that Projects may involve exchange of resources, the details of which are open to negotiation at that time. U3A Dunedin will not give access to its membership database.
- 2.3. The Parties agree that it is not the intention for any of the terms and conditions of this MOU to be legally binding, or that the parties should be liable to each other for direct or consequential loss.

3. CODE OF PRACTICE

- 3.1. U3A Dunedin is in principle supportive of research in aspects of older persons that is clearly useful, safe and managed appropriately by the researcher.
- 3.2. In carrying out any Project, the University of Otago researcher would normally approach the U3A Dunedin Board and provide information that contains a concise description of the research purpose with enough detail for the Board to understand and make a decision about whether or not it will facilitate the research. The Project description should also contain:
 - A timeline, recruitment and research methods, copies of survey(s) or questionnaire(s) to be used, and an outline of plans to report to the U3A Board and membership.
 - Ethical approval must already be obtained before any approach is made to the U3A Board. The researcher must provide details regarding ethical approval of the Project including the: approval letter from the relevant Committee, participant information sheet, and consent form.
- 3.3. Facilitation by the U3A Board would normally involve the Board's agreement to communicate with its members about the Project for the purposes of the researcher being able to recruit research participants from the U3A membership.
- 3.4. U3A members must be fully informed and provided with the appropriate information regarding ethical approval before participating in any research. The involvement of the U3A Board is in no way agreement to participate on behalf of the individual member.
- 3.5. The University of Otago researcher would remain entirely responsible for providing adequate information to participants about the research, which would likely include information already supplied to the U3A Board.
- 3.6. At the conclusion of the Project, the University of Otago researcher would normally provide the U3A Board with a brief written report/summary of research findings that the Board would then make available to all of the U3A Dunedin members. It is the responsibility of the researcher to individually contact all participants with the report of findings.

4. DURATION AND TERMINATION

- 4.1. This MOU shall commence from the date of the final signature and shall be effective with no end date.
- 4.2. Either Party may terminate this MOU on the provision to the other Party of six months' notice in writing ("Notice").
- 4.3. Any such Notice of termination is to be sent to the persons named and to the address provided for the relevant Party in the Address for Notices section of this MOU.

5. ASSIGNMENT

5.1. This MOU is personal to the Parties and neither Party may assign its benefits or obligations under this MOU unless mutually agreed in writing by the Parties.

6. INTELLECTUAL PROPERTY

6.1. The University of Otago shall continue to own all rights in any intellectual property which it contributes to as part of the Project.

7. DISPUTES


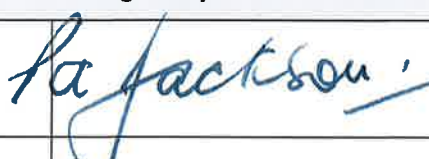
7.1. If a dispute arising out of this MOU occurs between the Parties, then the Parties will in good faith try to resolve that dispute. This process may also include mediation.

8. GOVERNING LAW

8.1. This MOU is governed by New Zealand law and the Parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.

9. PUBLICATION AND PUBLICITY

9.1. Neither party shall refer to the other party, or any of its representatives, employees or students, in any publication, media statement or marketing material without the other party's prior written consent.

| University of Otago's Authorised Signatory | | U3A Dunedin Charitable Trust's Authorised Signatory | |
|--|---|---|--|
| Signature |  | Signature |  |
| Name and Position | Dr Martin Gagnon Director, Research & Enterprise University of Otago | Name and Position | Mr Alan Jackson Chair U3A, Dunedin |
| Date | 2/5/19 | Date | 1 May 2019 |