

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM is made between the following parties:

**IES La Rosaleda, Avenida Luis Buñuel, num. 8, 29011 Málaga, Spain**

and

**Alice-Salomon-Berufskolleg, Akademiestr. 46-48, 44789 Bochum, Germany**

(Referred to herein by the parties name or collectively referred to as the "Partners")

### 1 PREAMBLE

As detailed further herein:-

- a) this Memorandum has no legal basis and is intended purely as a working arrangement and head of terms document between the Partners; and
- b) the Partners intend to form a basis for the development of a long term collaborative working strategy for the benefit of both organisations.

Purpose of the agreement

1. This memorandum establishes an informal collaboration between the signatories to an agreed working arrangement to build a long term working relationship in the development of education activity within both organisations.
2. This agreement will allow the parties to create a partnership capable of being used singly or jointly on funded projects.

### Partnership

The partnership is based on a rolling 24 month agreement commencing on 1 February 2020 and ending 1 February 2022 and seeks to achieve the following objectives during this period:

### Objectives of the Partnership

- To develop a long term mutually beneficial working partnership
- Joint submission of project funding applications to businesses, community groups and other funding bodies
- To combine management, operational and administrative processes to deliver knowledge transfer and skill enhancement activities
- To publicise the activities of the partnership and to engage business and community groups
- Develop opportunities for the positive destinations for students of Alice-Salomon-Berufskolleg and IES La Rosaleda
- Utilise facilities where agreed for project development, student and staff training purposes and workshops and celebration events
- Seek to work together where appropriate to provide collaborative training opportunities for students and staff

## **Operating Model**

The operating model for the Partnership will be an informal collaboration to enable the development of collaborative and knowledge transfer projects as well as raising profile of skills training programmes between both organisations. The financial and legal obligations relation to these proposals will be controlled under awarded individual project contracts which would not be part of this agreement in any way.

The partners will endeavor to increase project activity within each organisations and work jointly to raise the knowledge and skills profile of the partnership at national and international level.

## **2 SERVICES TO BE PROVIDED**

None of the parties to this memorandum has the authority to commit any other party to any act, responsibly or liability unless that other party has given such prior authority in writing (with the signature of the authorized representative of that party).

## **3 FINANCIAL ARRANGEMENTS**

No financial commitments will be entered into as a result of this memorandum.

## **4 TERM OF MEMORANDUM**

This Memorandum may be terminated by any party giving the other party one month's written notice at the address above noted.

This Memorandum may be amended or varied from time to time provided that such amendment or variation is in writing and signed by the Partners.

## **5 INTELLECTUAL PROPERTY RIGHTS (IPR)**

The following definition shall apply to this Memorandum:-

""Intellectual Property Rights or "IPR": all patents, rights to inventions, utility models, copyright, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, right in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each cast whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent right or forms of protection in any part of the world"

All rights, title and interest in any IPR and all other materials supplied by any partner to any other partner shall, together with any improvements or modifications, at all times remain vested with the partner. Any IPR supplied by one partner to another may be subject to a confidentiality agreement being put in place between the Partners.

Any IPR created during the partnership period will be controlled under separate project contracts.

## **6 NO CONTRACT**

This Memorandum is not intended to create binding or legal obligations on the Partners.

## **7 NON-EXCLUSIVITY**

The proposal contained in this Memorandum will not hinder any collaboration which already exists or will be established in the future by any of the parties with any third party.

## 8 DISPUTES

In the event of any dispute emerging, the Partners agree to solve the problem by way of a mutual and responsible negotiation. In the event of failing to reach agreement, each partner is able unilaterally to withdraw from the partnership, with immediate effect.

The partners hereby confirm their agreement to the matters set out in this Memorandum of Understanding and in and related Annexes attached hereto:-

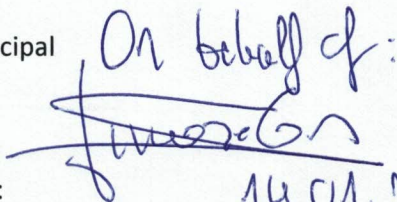
SIGNED for and on behalf of:

### IES La Rosaleda

By: José David Triguero, Principal

Date:

SIGNED for and on behalf of:  
**Alice-Salomon-Berufskolleg**

On behalf of:  


14.01.2020



By: Johannes Kohtz-Cavlak, Principal

Date: 14.01.2020

