



University of Technology,
Jamaica



National Environment
and Planning Agency

MEMORANDUM OF UNDERSTANDING

between

UNIVERSITY OF TECHNOLOGY, JAMAICA

A university incorporated and constituted under the University of Technology, Jamaica Act of 237 Old Hope Road, Kingston 6 in the parish of St. Andrew, Jamaica (hereinafter referred to as "UTech").

And

NATIONAL ENVIRONMENT AND PLANNING AGENCY

An executive agency established under the Executive Agencies Act with its offices at 10 and 11 Caledonia Avenue, Kingston 5, in the parish of St. Andrew (hereinafter referred to as "NEPA").

1. SCOPE

- 1.1. University of Technology, Jamaica ("UTech") and the NEPA hereby agree to explore opportunities for collaboration to their mutual benefit.
- 1.2. Subject to Clause 1.3 nothing in this Memorandum of Understanding shall be construed as creating legal relations between the two parties and all negotiations between the parties regarding clauses 2 and 3 may be subject to contract.
- 1.3. Clauses 4 to 7 inclusive are intended to be legally binding and to create obligations between the parties with immediate effect subject to the Access to Information Act, its Regulations and Government of Jamaica Policies and Procedures.

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2. COLLABORATIONS

- 2.1 Both institutions have agreed, subject to contract and Clause 2.2, to cooperate and share joint information on natural resource management and spatial planning including but not limited to:
- (i) Joint programmes;
 - (ii) Collaborative research projects and technology initiatives;
 - (iii) Income-generating projects;
 - (iv) Joint fund seeking;
 - (v) Joint marketing;
 - (vi) Assistance with public consultations;
 - (vii) Resource and information sharing;
 - (viii) Staff development and training;
 - (ix) Electives and continuing education programmes;
 - (x) Public education (e.g. organization of seminars, workshops, public lectures and conferences);
 - (xi) Joint publications; and
 - (xii) Serve as evaluators, peer reviewers and assessors of documents submitted by NEPA and papers/ theses prepared by UTECH students
- 2.2. The development of the collaborations and related financial obligations referred to in Clause 2.1 will be:
- (i) jointly prepared by both institutions;
 - (ii) guided by a Collaboration Committee comprising of representatives from both institutions;
 - (iii) subject to detailed feasibility studies;
 - (iv) reviewed and approved by designated representatives from each institution;
 - (v) subject to availability of guaranteed support funding;
 - (vi) in compliance with all relevant policies of each institution.

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- 2.3. During the term of this Memorandum the parties will negotiate in good faith formal agreement(s) with each other in respect of the activities in Clause 2.1.

3. FINANCING ARRANGEMENTS

- 3.1. It is understood that financing will be required to undertake specific activities and that such financing could be provided by external sources.
- 3.2. Except where funding has been secured from external sources, each party shall be responsible for its own costs in relation to all matters arising out of this Memorandum.

4. CONFIDENTIALITY

- 4.1. The parties agree to keep confidential all their collaborations and discussions under this Memorandum subject to the Access to Information Act, its Regulations and Government of Jamaica Policies and Procedures.
- 4.2. This confidentiality clause shall extend for a period of at least 6 months after the conclusion of this Memorandum of Understanding and may be subject to any confidentiality clause in any subsequent agreements between the parties.
- 4.3. Neither party shall intentionally disclose the other's confidential information to third parties other than to its employees, consultants and subcontractors who need to have such information for the purposes of this Agreement, and shall ensure that such recipients are bound by the same confidentiality obligations. The parties agree to keep confidential all their collaborations and discussions under this Memorandum.

5. PUBLICITY

- 5.1. Neither party shall make any public disclosures regarding this Memorandum or its subject matter without the prior written consent of the other, such consent not to be unreasonably withheld.

6. DURATION

- 6.1. This Memorandum of Understanding is initially valid for five (5) years from the latter of the two (2) dates of signature, by the Chief Executive Officer of NEPA and the President of UTech, but may be extended by mutual consent of both parties.

- 6.2. This Memorandum of Understanding shall be terminated in either of the following situations:
- (i) The execution of the formal agreements contemplated by this Memorandum of Understanding; and/or
 - (ii) Upon either party giving to the other thirty (30) days written notice.
 - (iii) Immediate termination for breach of any of the terms and conditions of the Memorandum of Understanding.
- 6.3. Upon termination of the Memorandum of Understanding, both parties may be required to return of any and all data shared, cease reference to any collaboration, and advise any external funding agencies where funds may be in the process of being solicited jointly.

7. NOTICES

- 7.1 The relevant contact persons are:

If to UTech:

Professor the Hon. Errol Morrison OJ
President
University of Technology, Jamaica
237 Old Hope Road
Kingston 6
Jamaica, West Indies
Ph: (876) 927-2003, Fx: (876) 977-6645
Email: errol.morrison@utech.edu.jm

If to NEPA:

Mr. Peter Knight, JP
Chief Executive Officer
National Environment and Planning Agency
10 Caledonia Avenue
Kingston 5
Ph: 754-7526, Fx: 754-7594
Email: peter.knight@nepa.gov.jm

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SIGNED for and on the behalf of the
UNIVERSITY OF TECHNOLOGY
JAMAICA BY:

In the presence of:

Witness

Date:

13/03/2014


Prof. the Hon. Errol Morrison OJ
President

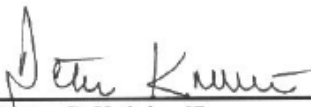
SIGNED for and on the behalf of the
NATIONAL ENVIRONMENT AND
PLANNING AGENCY BY:

In the presence of:

Witness

Date:

13/03/2014


Mr. Peter G. Knight, JP
Chief Executive Officer

NOTE TO SIGNATORIES: Each page of this MOU is to be initialled and dated by all signatories


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