

MEMORANDUM OF UNDERSTANDING

STAR-IDAZ

The Parties are: [To be listed once finalised]

Background

STAR-IDAZ (Global Strategic Alliances for the Coordination of Research on the Major Infectious Diseases of Animals and Zoonoses) is a global network of animal disease research funders and programme owners established to improve coordination of research activities on the major infectious diseases of livestock and zoonoses so as to hasten the delivery of improved control methods.

The network represents the transformation of the EU-financed STAR-IDAZ Coordination and Support Action project into a self-sustainable network of interested partners.

The scope of STAR-IDAZ includes co-ordination of research relevant to emerging and major infectious diseases of livestock, including aquatic animals and managed bees, and those infections of livestock that may carry the risk of disease threat to human health. Diseases of wildlife will also be considered where they are identified as reservoirs of infection with emerging and major infectious diseases of humans or production animals

This Memorandum facilitates a coordinated approach to the relationship between the Parties (normally animal health research programme owners and funders and related global bodies) within STAR-IDAZ.

1. Aims of the Memorandum and Membership of STAR-IDAZ

- 1.1. This Memorandum establishes the responsibilities of the Parties and the general principles for their cooperation.
- 1.2. This MOU is intended to set out principles and guidelines to be followed by the Partners in discussing and establishing collaborative initiatives and not itself to set out terms and conditions governing specific collaborative research initiatives. **It is understood that all research or research related agreements and legal obligations between any parties shall be conducted under a separate agreement negotiated between the parties.**
- 1.3. This Memorandum is not intended to create a binding legal obligation between the Parties.
- 1.4. Any organisation that funds and/or manages a programme of research on infectious diseases of animals and zoonoses and shares the objectives STAR-IDAZ may become a member.
- 1.5. Cooperation under this MOU may commence from the date of signature. This MOU may be modified or extended by a mutual determination of all Parties in writing.
- 1.6. Any Party may discontinue its participation under the MOU at any time. A Party should endeavour to give the other Parties at least 90 calendar days' notice in writing of its intention to end its cooperation under this MOU

- 1.7. The Parties do not intend that the termination of this MOU will affect any Agreement entered into in respect to any collaborative Research Initiative made pursuant to paragraph 2.2 above.

2. Principles of working together

The Parties will work closely based on common principles.

- 3.1 The Parties each recognise the independence and remit of the other Parties, but will seek to collaborate and cooperate in the achievement of their shared and respective objectives on Infectious Diseases of Animals and Zoonoses Research.
- 3.2 The Parties will operate transparently while undertaking their responsibilities in good faith.
- 3.3 The Parties will involve and work with each other, in good faith, in areas of shared interest or concern, with other relevant delivery partners included where the Parties agree that this would be appropriate.
- 3.4 The Parties will use reasonable endeavours to keep each other informed of any data, research, collected information or other work or development that might influence the decisions or activities of the Parties, to the fullest extent possible, taking account of their respective obligations under their national regulations and law.
- 3.5 The Parties acknowledge that issues relating to confidentiality will be dealt with in separate confidentiality agreements among them before confidential information will be exchanged.
- 3.6 Each Party undertakes to take part, in a manner of good faith, in the efficient implementation of the activities of STAR-IDAZ.
- 3.7 Each Party undertakes to ensure that its representatives shall be of sufficient calibre and have sufficient expertise to perform the duties required of them in the Memorandum.
- 3.8 Each Party shall bear its own costs in connection with its involvement in the Activities of STAR-IDAZ and contribute in kind to the running of the group.
- 3.9 Each Party undertakes to perform its tasks under STAR-IDAZ at its own risk.
- 3.10 Each Party shall be solely liable for any loss, damage or injury to third parties.
- 3.11 Each Party undertakes to notify promptly, in accordance with the governance structure of STAR-IDAZ, any significant information, fact, problem or delay likely to affect its involvement in the Activities of STAR-IDAZ.
- 3.12 Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

- 3.13 Each Party agrees in good faith not to knowingly use any proprietary rights of a third party for which such Party has not acquired the right to grant licences and user rights to the other Parties. For the avoidance of doubt such Party shall, using its best endeavours, acquire the right to grant licences and user rights to the other Parties where it is able to do so.
- 3.14 Through the observation of this Memorandum, all Parties will ensure their respective responsibilities are discharged consistently in keeping with these common principles.
- 3.15 Nothing in this Memorandum shall fetter the statutory rights, powers and duties of any Party or require any Party to act in any way inconsistent with its statutory duties.

3. Methods of joint working

- 3.1. The Parties will explore further opportunities to expand shared working and reduce duplication of effort. This aspect will be enhanced by exchanging information, collaborating on research, data and evidence gathering at national and local levels, sharing Animal Disease and Zoonoses Research issues and intelligence and pooling expertise and resources.
- 3.2. The relationship will thrive on a policy of transparency and “no surprises” based on pre-notification of mutually agreed significant public or policy announcements relating to Animal Health and Welfare Research issues.
- 3.3. The Parties will endeavour to agree consistent and coordinated messages when working with each other, delivery partners and the public.
- 3.4. The Parties will generate and maintain a powerful joint voice for Animal Disease and Zoonoses Research through collaborative influencing.
- 3.5. The Parties will commit to once yearly meetings (with additional meetings, if required, conducted via teleconferencing or videoconferencing) to review in good faith the shared wider strategic context of the environment in which they operate and actively explore opportunities for the improvement of joint working practices. Members will be requested to volunteer to host annual meetings but in the event where no one has volunteered to host a meeting the Chairperson will be responsible for hosting it.
- 3.6. The Parties shall elect a Chairperson (normally serving for a period of two years after completing a period of two years as Deputy-Chairperson) who shall be the intermediary between the Parties (and between the Parties and external Parties). For the avoidance of doubt the Chairperson shall not be entitled to act or to make legally binding declarations on behalf of any Party. The Chair should normally rotate around the various regions (Europe, Americas, Asia and Australasia and Africa and the Middle East)
- 3.7. The Parties shall elect a Deputy-Chairperson (Chairperson-elect), who will support the Chairperson in his duties and shall normally succeed him.

- 3.8. The Parties shall also elect an executive Secretary, who together with the Chairperson, Deputy-Chairperson, Past-Chairperson and elected regional representatives will form the Management Board.
- 3.9. Secretariat functions, including assisting with organising annual global consortia meetings; organising regional network meetings; maintaining the network website and databases; organising research gap analysis meetings; running periodic foresight exercises and facilitating running common/coordinated research calls will be shared out among the partners.

The parties agree to the terms set out in this Memorandum.

STAR-IDAZ MoU

Signed on behalf of [ORGANISATION NAME]

Signature:

Name:

Position:

Date: