

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH, incorporated under the Universities (Scotland) Acts, registered in Scotland as a charity with registration number SC005336 and having its principal office at Old College, South Bridge, Edinburgh, United Kingdom EH8 9YL;

AND

Scottish Language Dictionaries Limited, a limited company and registered charity in Scotland with registration number SC032910, and having its principal office at 25 Buccleuch Place, Edinburgh EH8 9LN.

Background

The parties have been collaborative partners for three years. The parties did not enter into a Memorandum of Understanding when they entered into the collaborative partnership and now, for a variety of reasons, wish to do so. This Memorandum of Understanding therefore sets out the understanding of each party in relation to collaborative activities between the University of Edinburgh and Scottish Language Dictionaries Limited, as an Associated Institution of the University of Edinburgh.

1 Areas of Collaboration

1.1 The parties promote co-operation in teaching, research and service to the community by working together on activities and projects where there is alignment of strategy and objectives.

2 Principles of collaboration

2.1 The principles the parties have followed and will continue to follow when working together are:

- to collaborate and co-operate and be open with each other;
- to share information, experience and skills, to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort and be aware of risk and costs;
- to comply with all applicable laws and best practice.

3 Status

3.1 This Memorandum is not intended to be legally binding and no legal rights or obligations shall arise as a result of its terms except that clauses 4 to 8 below shall be binding. If any dispute does arise, this Memorandum shall be governed by and construed in accordance with the laws of Scotland and each party submits to the exclusive jurisdiction of the Scottish courts.

3.2 It is the intention that a formal, legally binding agreement is entered into between the parties to govern arrangements between them in respect of each specific activity and project.

4 Costs

4.1 Each party shall each bear its own costs and expenses in fulfilling this Memorandum.

5 Information sharing and confidentiality

5.1 Each party shall keep secret all confidential information belonging to the other party which is shared between them and all shared information shall only be used for the purpose of fulfilling this Memorandum. This obligation to keep secret will not apply to information that a party is required by law or a competent court or other authority to disclose.

5.2 Each party will ensure that any publicity is accurate and not misleading and does not contain reference to the other (including branding and logo) without that other party's prior written consent.

6 Intellectual Property

6.1 Unless otherwise agreed in writing in relation to specific projects, all intellectual property belonging to a party providing it to the other before, on or after the date of this Memorandum shall remain the property of the party providing it. Any intellectual property rights created in the course of activities anticipated by this Memorandum shall vest in the party which created them (or whose employee created them).

7 Regulatory

7.1 Neither party will treat any person or group of people less favourably than another on the grounds of race, colour, religion or philosophical belief, ethnicity, sex, age, disability, nationality, marital status or sexual orientation.

7.2 Each party will comply with all applicable laws and regulation relating to anti-bribery and anti-corruption including the Bribery Act 2010 of the United Kingdom and the anti-corruption policy of the other party (if notified to it) and each will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity or practice had been carried out in the United Kingdom.

8 Term

8.1 This Memorandum shall be effective for a period of five (5) years from the date of final signature.

8.2 The parties agree that this Memorandum and any arrangements anticipated by it may be terminated by one party giving the other party 6 months' notice in writing or by giving immediate notice in writing where the party giving the notice considers, acting reasonably, that any action or omission of the other party adversely affects the good reputation of the party giving such notice.

IN WITNESS WHEREOF this Memorandum of Understanding is signed as follows:

Authorised signatory on behalf of the University Court of the University of Edinburgh

Dorothy Miell
DOROTHY MIELL

Name printed

Witness Signature *V. Waters*

Name printed V. WATERS

142 GILBERTSON
EDINBURGH EH13 2QY

Witness Address

Date of signing: 01/06/2016

Place of Signing: 55 GEORGE SQ
EDIN EH8 9JU

Authorised signatory on behalf of Scottish Language Dictionaries Limited.

Ruth O'Donovan
RUTH O'DONOVAN

Name printed

Witness Signature *C. McDonald*

Name printed CATHERINE McDONALD

13/14 BIRCHWOOD VIEW
EDINBURGH EH12 2QB

Witness Address

Date of signing: 25/06/2016

Place of Signing: 25 Buccleugh Place
EDINBURGH