



MEMORANDUM OF UNDERSTANDING

between

COILLTE

and

GALWAY-MAYO INSTITUTE OF TECHNOLOGY, LETTERFRACK CAMPUS

Preamble

This Memorandum of Understanding (MOU) is entered into by and between Coillte, with a registered address at Dublin Road, Newtownmountkennedy, Co. Wicklow, Ireland and Galway-Mayo Institute of Technology (GMIT) Letterfrack, with a registered address at Dublin Road, Galway, Ireland.

Coillte and GMIT are referred to collectively as the "Parties" or individually as "Party".

Purpose

Similarities in the mission statements of both organisations indicate that there are many areas in which Coillte and GMIT can work together for our mutual benefit and for the good of our surrounding communities. Therefore, Coillte and GMIT intend to develop a special, long-term and comprehensive collaboration based on principles of sustained reciprocity and mutual benefit.

Objectives – Methodology for the Proposed Strategic Collaboration

It is the shared intention of the Parties to immediately begin exploration of the details of a proposed strategic collaboration.

To this end both Parties plan to establish mechanisms to:

- provide effective and regular means of communication between the coordinating bodies at each institution
- co-develop specific, detailed implementation plans and agreements for each major new initiative to include respective responsibilities and management of program costs, if any
- pursue joint grants and others sources of external funding to support collaborative activities
- coordinate, prioritise and oversee the collaborative projects at each institution

- support faculty, students, staff and other stakeholders to the collaboration in communicating with and visiting their counterparts at the other institution
- provide for annual reviews of progress, challenges and plans for further development of the collaboration
- promote the use of wood as a sustainable material through publications and student competitions.

Implementation of each program and activity under the proposed strategic collaboration shall be mutually discussed and must be agreed upon in writing by both parties prior to the initiation of the particular activity or program. Coillte and GMIT will pursue such activities in a spirit of openness, trust, reciprocity and mutual coordination.

Objectives of the Proposed Strategic Collaboration

The purpose of the proposed strategic collaboration is to advance the objectives and mission of each organisation through knowledge transfer, technical projects and research. Objectives include

- enhancement of expertise of staff in both organisations
- provision of opportunities for students and staff of GMIT to work closely with a major wood industry partner
- development of strategic market opportunities for sustainable wood products

The collaboration aspires to harness the full capacity of each organisation for work that is of significant mutual benefit and that will advance learning, research and engagement for all involved.

Scope of the Proposed Strategic Collaboration

The scope of the proposed collaboration shall include, subject to mutual consent and appropriate conditions, any projects, research (academic and technical), supports and student placements proposed by either as desirable, feasible, and contributory to the fostering and development of the cooperative relationship between the two organisations.

Activities under consideration include, but are not limited to:

- Undergraduate and postgraduate research projects in:
 - new process and/or product development
 - exploration of the potential utilisation of Medite and SmartPly products
 - product design using a range of Coillte products including panel products, forest products such as forest thinnings, short rotation hardwood species, softwood species, etc.
 - manufacturing, surfacing, bonding of Coillte products

- sustainability and the implications and opportunities for wood based products
- timber engineering
- other related projects
- Student development programmes, including:
 - work placements
 - students industry visits
 - sponsorship of students promoting excellence in related areas
 - facilitating visiting speakers and video conference seminars
 - graduate development programme
 - new programme and module development in related areas
- Contributing to strategic discussions that affect Ireland's Furniture and Wood Products industry
- Preliminary testing of materials and structures
- Other related areas

Financial Provisions

All activities shall be subject to the availability of resources and the specific approval of the Chief Executive of Coillte and of the Senior Executive of Galway-Mayo Institute of Technology with responsibility for GMIT Letterfrack.

Both parties understand that financial arrangements for both concluding the methodology underpinning the strategic collaboration and for specific elements of the collaboration carried forth thereafter shall have to be negotiated by the Parties in advance, and shall depend on the availability of funds.

Confidential Information

The Parties agree that no confidential or proprietary information shall be shared in any collaboration under this MOU. If a Party wishes to disclose information it considers as confidential or proprietary it shall only do so after a written confidentiality agreement has been entered into with the other Party.

Intellectual Property

Treatment of intellectual property (IP) rights, whether background IP to, or foreground IP developed through a collaboration under this MOU, shall be determined by the Parties concerned through negotiation, having due regard to the Parties respective policies and regulations as to ownership and exploitation.

The agreed negotiated terms shall be covered in separate written agreements between the Parties.

Publicity/Publications

No Party shall use the name of any other Party in any advertising, promotional or similar materials without the express written permission of the other Party.

The Parties agree to co-ordinate all public announcements regarding the activities provided for under the MOU.

Amendments

This MOU may be amended or modified by written agreement signed by the representative of each Party.

Dispute Resolution

In the event of any dispute arising in respect of any provision of this MOU, the Parties shall make every reasonable effort to resolve all issues fairly by negotiation. Any dispute that cannot be settled shall be referred to the CEO, Coillte and the President, GMIT (or their designee) who will meet as promptly, as often, and for a duration for which the Parties deem necessary to discuss and negotiate in good faith a resolution of outstanding issues.

Any legal proceedings arising from a dispute shall be conducted in accordance with the laws of Ireland.

Term

This MOU shall be effective from [*date*] and shall continue in force for a period [*2 years*] (the Term). Any extension of the Term shall be subject to the mutual written agreement of the Parties.

Termination

This MOU may be terminated by a Party upon three month's advance written notice. In the event of an early termination of the MOU, each Party will assume responsibility for its residual obligations under any projects/programmes already in force under the terms of the MOU.

Disclaimer/Status of the Parties

The relationship of the Parties to each other is that of independent and autonomous organisations. Nothing in this MOU shall be construed to create a legal partnership, joint venture, or binding contractual agreement between the Parties or other binding obligations or commitments, other than this section which shall be binding on the Parties. Any binding obligations shall result only from the negotiation and execution of a binding written agreement by authorized officers of both Parties.

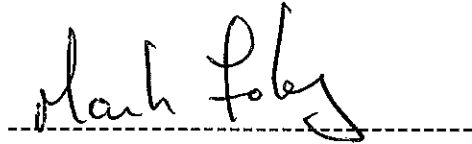
Approval

Signed on behalf of Coillte

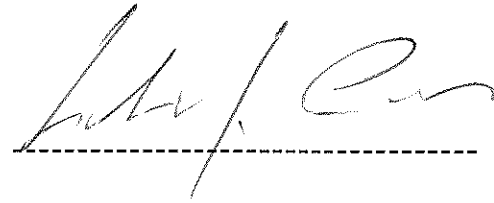
Signed on behalf of GMIT

Gerry Britchfield
Acting Chief Executive

Michael Carmody
President



Handwritten signature of Gerry Britchfield, written in black ink over a dashed horizontal line.



Handwritten signature of Michael Carmody, written in black ink over a dashed horizontal line.

Date: 29/6/15

Date: 20/3/15