



MEMORANDUM OF UNDERSTANDING FOR DATA SHARING

1. AGREEMENT OVERVIEW

1.1 Parties

This **Memorandum of Understanding** (MOU) is entered into this _____ day of _____, 20_____, by and between the Centre for Resource Management and Environmental Studies (University of the West Indies), hereinafter referred to as CERMES, and _____, hereinafter referred to as _____.

1.2 Purpose

2. DATA CONTENT, RIGHTS AND RESTRICTIONS

2.1 Description of Data to be Shared

Title: _____

Content: _____

Data coverage: _____

Data timeliness: _____



Data format: _____

Data owner: _____

Data custodian: _____

Data publisher: _____

2.2 Ownership of Data

This MOU does not grant any ownership rights or change existing ownership rights to any of the data provided under this MOU by the Data Owner. The Parties shall retain all rights and ownership of their existing intellectual property that is relevant to this MOU.

2.3. Use and Distribution of the Data

License (see Appendices):

2.4 Limited Warranties and Disclaimers

The data are provided on an 'as is' basis. _____ makes no warranties, representation or guarantees to CERMES or third parties (users), either expressed or implied, as to the accuracy, completeness, currency, effectiveness, uninterrupted access, or fitness for a particular purpose of the data. _____ neither accepts nor assumes any liability for any incorrect, incomplete or misleading data provided pursuant to this MOU.

CERMES, nor its employees or contractors, neither accepts nor assumes any liability for the data contents or their use; or for any inferences, judgments, or decisions resulting from use of the



data; or for any loss, damage, claim, cost or expense however it may arise, from an inability to use the data.

3. AGREEMENT ADMINISTRATION

3.1 Legal Framework

This is a voluntary non-binding agreement between CERMES and _____. Nothing in this MOU obligates either partner to any specific expenditure or to any specific actions. Nothing in this MOU should be read to alter the scope and application of Intellectual Property Rights as determined under relevant national laws and regulations of the Participants. This MOU does not fulfill any international or national reporting requirements and participation does not supersede any data or information management and reporting requirements of any grant, contract, or other agreement.

3.2 Period of Agreement

This MOU becomes effective on the date of signatures by both partners and will continue in effect unless modified by mutual consent of both parties.

3.3 Amendments to the MOU

The MOU will be amended or revised as needed if agreeable to both parties. Amendments will be made in writing and signed by authorized staff.

3.4 Termination of the MOU

Each Party may, upon 30 days' written notice given to the other Party, terminate this MOU in whole or in part in the event that they, or the other party, become unable to fulfil their obligations under the terms of this MOU. Should a Party become unable to fulfil its obligations, a collaborative effort between both will be made to explore if alternative methods might be possible in the spirit of collaboration and cooperation.



3.5 Financial Arrangements

CERMES and _____ have entered into this MOU voluntarily and with full knowledge of the costs associated with meeting the responsibilities outlined by the MOU. Each party will be responsible for securing and allocating the resources needed to ensure successful sharing of data between their respective information systems.

3.6 Point of Contacts

The following individuals have been identified as points of contacts to support the partner agencies and the efforts outlined in this Agreement:

Centre for Resource Management and Environmental Studies (CERMES)

Professor Hazel Oxenford: hazel.oxenford@cavehill.uwi.edu, (246) 417-4571

3.7 Approval Signatures

The following individuals have been identified as points of contacts within each partner agency.

The Parties by their duly authorized representatives, sign this MOU in duplicate; with each Party receiving one of the signed originals hereof.

Authorized CERMES Party

Authorized _____ Party

Signature

Signature

Name

Name

Title

Title

Date

Date



4. DEFINITIONS

- **Data:** information collected to be examined and considered and used to help decision-making
- **Dataset:** a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer
- **Data Owner:** the legal entity possessing the rights to the datasets resulting from the act of creating the datasets
- **Data Custodian:** the named resource from one of the Parties with responsibility for managing and maintaining the datasets (may or may not be the data owner)
- **Data Publisher:** a custodian of data making it technically available (may or may not be the data owner)
- **Metadata:** information that describes the characteristics of, and provide more information about the data
- **Sensitive data:** any data that the data owner or data publisher does not want to make available
- **Intellectual Property:** Creative ideas and expressions of the human mind that possess commercial value and receive the legal protection of a property right. The major legal mechanisms for protecting intellectual property rights are copyrights, patents, and trademarks. Intellectual property rights enable owners to select who may access and use their property, and to protect it from unauthorized use



Appendix I - Creative Commons Universal License (CC0 1.0)

Summary

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Summary

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