

MEMORANDUM OF UNDERSTANDING

between

DST-NRF Centre of Excellence for Invasion Biology,
Stellenbosch University

and

Center for Advanced Studies in Ecology and Biodiversity, Pontificia
Universidad Católica de Chile

1. Agreement

The DST-NRF Centre of Excellence for Invasion Biology (hereafter C·I·B) and the Center for Advanced Studies in Ecology and Biodiversity (hereafter CASEB), hereafter the Parties, agree to implement joint research activities regarding spatial and temporal patterns in animal and plant diversity, including both indigenous and alien species, in the following ways:

- Joint supervision of students
- Exchange of post-graduate students
- Exchange of post-doctoral associates
- Exchange of staff for visits (not exceeding twelve months)
- Presentation of joint courses
- Joint research projects and publications
- Joint applications for research grants
- Co-organization of workshops/meetings.

2. Facilities

2.1. Students, post-doctoral associates and staff on exchanges will have access to all the facilities normally available to personnel at their level, in keeping with the policies of Stellenbosch University (visits to the C·I·B) and Pontificia Universidad Católica de Chile (visits to CASEB).

2.2. The C·I·B and the CASEB agree to waive bench and facility fees for students, post-doctoral associates and staff in the case of short visits (< 3 months), subject to the



policies of Stellenbosch University (visits to the C·I·B) and Pontificia Universidad Católica de Chile (visits to CASEB).

- 2.3. In the case of longer visits (> 3 months, but less than 12 months), bench and facility fees will be individually negotiated based on the financial support available and Clause 3.

3. Financial matters

- 3.1. In terms of financial commitment from the C·I·B and CASEB, each activity as set out in Section 1 will be individually negotiated by the C·I·B Director (S.L. Chown) and the CASEB Director (F. M. Jaksic), in keeping with the rules of procedure of Stellenbosch University and Pontificia Universidad Católica de Chile.
- 3.2. This Memorandum of Understanding does not bind the C·I·B, Stellenbosch University, CASEB or Pontificia Universidad Católica de Chile to any financial commitment other than that negotiated in terms of Clause 3.1.
- 3.3. Intellectual property will be shared between the groups and students in keeping with the conditions set by the granting agency(ies) financing the work, and/or the requirements of the home institutions (Stellenbosch University and Pontificia Universidad Católica de Chile), and will be agreed on separately for each activity listed in Section 1, as relevant.

4. Period

- 4.1. The conditions of this Memorandum of Understanding will remain in force from the date on which it is signed until 31st December 2010.
- 4.2. Clause 4.1 does not necessarily apply to the intellectual property agreements described in Clause 3.3, which might extend beyond this period.

5. Breach and Termination

- 5.1. In the event of any of the Parties committing a material breach of any of the terms and conditions of this Agreement, and remaining in default for a period of thirty (30) days after receipt by it of written notice from the other Party calling for such breach to be remedied, the Party delivering such notice shall be entitled, without prejudice to any other rights it may have in terms of this Agreement or in law, to terminate this Agreement by written notice to that effect given to the other Party.
- 5.2. Either Party may at any time terminate this Agreement by way of one (1) month written notice to the other Party.

6. Domicilia and Notices

6.1. The Parties hereby choose domicilium citandi et executandi for all purposes in terms hereof as follows:

6.1.1 Centre for Invasion Biology
Faculty of Science
University of Stellenbosch
Private bag X1
Matieland 7602
South Africa

Tel: +27 21 808 2382

Fax: +27 21 808 2995

6.1.2 Center for Advanced Studies in Ecology and Biodiversity
Pontificia Universidad Católica de Chile
Alameda 340
P.C. 6513677
Santiago
Chile

Tel: +56 2 354 2610

Fax: +56 2 354 2621

7. General

7.1. This document contains the entire Agreement between the Parties and no Party shall be bound by any undertaking, representation or warranty not recorded herein or added hereto as provided herein.

7.2. No variation, deletion or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their duly authorised signatories.

7.3. The headings appearing in this Agreement serve for reference purposes only and shall not affect the interpretation of this Agreement.


7.4. If any clause or term of this Agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable



there from and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this Agreement.

Signed at.....Stellenbosch..... this.....24th..... day ofMarch..... 2008.

FOR THE C-I-B:



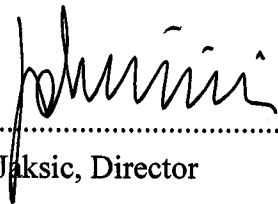
.....
Prof. S. L. Chown, Director

AS WITNESS:

1. *Stavros*
2. *Mrichardson*

Signed at.....Stellenbosch..... this.....24th..... day ofMarch..... 2008.

FOR CASEB:



.....
Prof. F. M. Jaksic, Director

AS WITNESS:

1. *Polunin*
2. *ht@*

4 *Polunin*