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## **Memorandum of Understanding**

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**Between**

**Alliance for the Commercialisation of Canadian Technology  
("ACCT")**

**and**

**Unico**

[www.unico.org.uk](http://www.unico.org.uk)

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This Memorandum of Understanding (MOU) entered into

On the 5 day of June 2007

**Between**

**Alliance for the Commercialisation of Canadian Technology ("ACCT") of**

**And**

**Unico of St John's Innovation Centre (Unit 56) Cowley Road, Cambridge CB4 0WS**

**Recitals**

- a) ACCT is the pre-eminent body representing public-sector research commercialisation entities in Canada.
- b) Unico is the pre-eminent body representing organisations engaged in Knowledge Commercialisation in the UK. Unico is primarily a membership organisation and membership is by organisation.
- c) Both parties recognise that a Memorandum of Understanding is required to define the terms of engagement for this collaboration.
- d) This MOU records:
  - i) the understandings reached between ACCT and Unico as of the execution date, and
  - ii) the intentions of ACCT and Unico with respect to the mutual benefits.

**The Parties Acknowledge that:**

**1) Understandings**

Both parties agree to work together to develop mutually attractive benefits for their members.

**2) Intentions.**

The Parties wish to cooperate in offering mutual member benefits as follows:

- i) Each Party agrees that there shall be reciprocal membership rights for both voting and affiliate members of their respective organisations.
  - ii) Each Party agrees that ACCT and UNICO members shall receive members discounted rights at each others Conferences, training
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programmes or courses, and related events where such members discounts are offered.

- iii) The Parties agree to explore the possibility of providing guest speakers at each others Conferences. Travel and expenses shall be borne by the host party up to a pre-agreed limit.
- iv) The Parties agree to circulate Newsletters, Annual Conference information, and promotional materials through each others' Secretariat and distribution networks so as to increase the awareness of each others' events and activities.
- v) Subject to any other obligations of confidentiality the Parties shall exchange research commercialisation survey data and make each Party aware of the development of performance metrics in each other's jurisdiction; that is UNICO in the United Kingdom and ACCT in Canada.
- vi) The Parties shall examine whether mutual representation or observer status on each other's Executive Committees is appropriate.

### **3) Exclusivity**

In acknowledgement that the parties wish to deal exclusively with one another in relation to the intentions of this MOU, each party agrees that it will not enter into similar arrangements with third parties operating in the other party's jurisdiction

### **4) Expenses**

Any expense incurred by the Parties in connection with this MOU are for each Party's own account.

### **5) Dealings in Good Faith and Mutual Co-operation**

- 5.1 Each Party will act in good faith towards the other in all negotiations.
  - 5.2 Each Party acknowledges that their respective interests will be maximised by co-operation and consultation between them.
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**6) Termination of MOU**

- 6.1 Neither Party will terminate this MOU without first advising the other of their intention to do so and setting out in writing the reasons for the proposed termination and inviting the other to meet to discuss the reasons for termination.
- 6.2 If after meeting to discuss the reasons set out in writing the Parties are unable to resolve their differences, either Party may terminate this MOU by 30 day written notice to the other.

**7) Nature of this MOU**

This MOU:

- a) Reflects the intentions of the Parties at the date of this MOU;
- b) Is not intended to bind the Parties contractually;
- c) Does not create legally binding obligations;
- d) Does not constitute a representation as to conduct, capability or capacity; and
- e) Evidences the essential understandings between the Parties as a basis for negotiations that may lead to a formal contract.

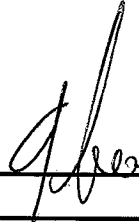
**8) Variations to MOU**

The Parties may at any time vary this MOU by mutual agreement in writing.

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**Signed by the Parties**

For and on behalf of the Alliance for the  
Commercialisation of Canadian  
Technology in the presence of:

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Signature of Witness

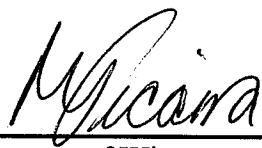
Signature of

DR KEVIN EDWARD CULLEN  
Print full name of Witness

ANGUS LIVINGSTON  
Print full name

For and on behalf of Unico in the  
presence of:

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)  
)  
)  




Signature of Witness

Signature of

M FICARRA  
Print full name of Witness

NEIL BRADSHAW  
Print full name