

MEMORANDUM OF UNDERSTANDING (MOU) FOR INTERINSTITUTIONAL COOPERATION BETWEEN THE CHARLES DARWIN FOUNDATION AND [NAME OF THE INSTITUTION]

On the [day] of the month of [month], [year], the parties to this Framework Agreement for Interinstitutional Cooperation appear as follows:

On one side, the **CHARLES DARWIN FOUNDATION FOR THE GALÁPAGOS ISLANDS**, hereinafter referred to as “CDF”, legally represented by Dr. Rakan Zahawi, in his capacity as Executive Director, with legal domicile at the Charles Darwin Research Station, Av. Charles Darwin s/n, Puerto Ayora, Santa Cruz, Galápagos.

And on the other side, [NAME OF THE INSTITUTION], hereinafter referred to as “[INSTITUTION]”, legally represented by [representative’s name], in their capacity as [title], with legal domicile at [official address].

Collectively referred to as “THE PARTIES”.

CLAUSE ONE – BACKGROUND

- 1.1.** The Charles Darwin Foundation for the Galápagos Islands is an international non-governmental, non-profit organization, founded in 1959 under the auspices of UNESCO and the International Union for Conservation of Nature (IUCN), and incorporated under Belgian law.

The mission of CDF and its Scientific Station is to address the main threats and challenges facing the Galápagos Islands through scientific research and conservation actions, in order to protect one of the planet’s most valuable natural heritages.

CDF’s legal domicile is in Galápagos, Ecuador, at the Charles Darwin Research Station, located at Av. Charles Darwin s/n, 200102, Puerto Ayora, Santa Cruz.

As part of its institutional strategy, CDF promotes an educational roadmap that includes the advancement of research, community engagement, capacity building, and the internationalization of its training programs. To this end, it seeks to establish strategic alliances with higher education institutions, both domestic and international, that share its vision of conservation and sustainable development.

1.2. THE INSTITUTION

- 1.3. Brief introduction on the motivation for collaboration, highlighting common interests, areas of cooperation, and expected benefits for both institutions.**

CLAUSE TWO – PURPOSE OF THE AGREEMENT

The purpose of this Memorandum of Understanding (MOU) is to establish the general foundations for academic and scientific cooperation between THE PARTIES, based on shared values, a joint vision, and mutual commitment to conservation, education, and sustainable development. It is intended to facilitate the implementation of joint scientific, academic, technical, and/or conservation activities in accordance with institutional interests and through specific agreements to be signed under this instrument.

CLAUSE THREE – TERM

This Memorandum of Understanding (MOU) shall be valid for two (2) years from the date of the last signature. It may be renewed for additional similar periods through express written agreement between THE PARTIES. This agreement does not imply any financial commitment between THE PARTIES.

CLAUSE FOUR – AREAS OF COOPERATION

Areas of cooperation may include, but are not limited to:

- [Academic exchanges of faculty, researchers, and students;
- Internship, volunteer, or practicum programs;
- Joint research and development projects;
- Co-organization of academic and scientific events;
- Training and capacity-building programs;
- Joint publications and dissemination of results.]

CLAUSE FIVE – IMPLEMENTATION MECHANISMS

Activities resulting from this Memorandum of Understanding (MOU) shall be carried out through specific agreements, which will define in detail the objectives, expected outcomes, timelines, resources, responsibilities of each party, as well as operational, logistical, and financial aspects applicable to each project.

CLAUSE SIX – AGREEMENT ADMINISTRATORS

The administration and oversight of the activities under this Memorandum of Understanding (MOU) shall be the responsibility of [INSERT NAME], in his role as [INSERT ROLE] at CDF, or whoever assumes that role at the relevant time; and, on behalf of [INSTITUTION], (INSERT AGREEMENT ADMINISTRATOR REPRESENTING THE EDUCATIONAL INSTITUTION).

The administrators of this Agreement shall be responsible for:

- a. Ensuring the correct implementation of the instrument;
- b. Coordinating an annual evaluation meeting to review progress, identify areas for improvement, and ensure commitments are upheld;
- c. Resolving, by mutual agreement and in a timely manner, any discrepancies that may arise during execution;
- d. Informing the legal representatives of both Parties on the progress and implementation of the Agreement when required.

Each Party may designate or replace its respective administrator by sending institutional email notification, without the need to modify this Agreement.

CLAUSE SEVEN – NON-EXCLUSIVITY AND LEGAL NATURE

This Memorandum of Understanding (MOU) establishes an institutional cooperation relationship between the Parties and does not imply exclusivity nor generate any labor, corporate, civil, commercial, or dependency relationship between them or with personnel hired or affiliated by either Party.

This instrument does not create financial obligations or labor relations. Any specific commitment, including resource transfers, shall be regulated through separate specific agreements or complementary instruments.

CLAUSE EIGHT – CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The Parties agree to retain exclusive ownership of any pre-existing knowledge, data, documents, methodologies, technologies, or other information contributed under this Agreement, whether or not protected by intellectual or industrial property rights.

Intellectual property rights resulting from joint activities will be determined in each specific agreement or derivative instrument signed by the Parties, according to the nature of the involved projects and applicable regulations.

The Parties also commit to treating as confidential any information identified as such and shared or generated under this Agreement, without prejudice to any specific agreements that may apply in each case.

CLAUSE NINE – AMENDMENTS

This Agreement may be amended by mutual written agreement of THE PARTIES, provided its fundamental purpose remains unchanged.

CLAUSE TEN – TERMINATION

This Agreement may be terminated under the following circumstances:

- Upon completion of its term;
- By mutual agreement of the Parties;
- Unilaterally by either Party with at least thirty (30) days' prior written notice via institutional email;
- Unilaterally, with due justification, in the event of a breach of commitments in specific agreements, following written notice with a ten (10) day period to remedy or justify the breach;
- Due to force majeure or fortuitous events duly justified, as defined in Article 30 of the Civil Code.

CLAUSE ELEVEN – DISPUTE RESOLUTION

The Parties agree to resolve amicably any dispute arising from the interpretation or application of this Framework Agreement.

If a direct solution is not possible, the Parties may, by mutual agreement, resort to alternative dispute resolution mechanisms available under Ecuadorian law, always prioritizing dialogue, good faith, and mutual interest in cooperation.

CLAUSE TWELVE – COMMUNICATIONS

Communications related to this Framework Agreement will preferably be carried out by electronic means, including email and other messaging platforms for general coordination.

Formal decisions or communications related to specific agreements must be sent to and from institutional email addresses designated by each Party.

Any change in contact information must be communicated in writing to the other Party via email, by the legal representative or the administrator of this Agreement.

In witness whereof, this Agreement is signed in a single copy by electronic signature.

FOR THE CHARLES DARWIN FOUNDATION

Dr. Rakan Zahawi
Executive Director

FOR [INSTITUTION]

[Name]

[Title]

[Date and place of signature]