MEMORANDUM OF AGREEMENT BETWEEN

THE DRUG ADVISORY PROGRAMME

and

Charles University, First Faculty of Medicine / Department of Addictology

**The Drug Advisory Programme** (hereinafter, referred to as “DAP”) of The Colombo Plan Secretariatwith its Head Office located at 31, Wijerama Mawatha, Colombo 7, in the Democratic Socialist Republic of Sri Lanka and the **CUFFM** (hereinafter, referred to as “CUFFM” located in The Czech Republic, have reached the following agreement for the implementation of the project titled: “Title of Project”) (hereinafter, referred to as the “Project”). DAP and CUFFM shall be collectively termed as the “Parties”.

**WHEREAS**, DAP and CUFFM have entered into a Memorandum of Understanding dated 21.6.2017 as a reflection of the parties’ intent to collaborate in disseminating the implementation of Universal Prevention Curriculum in Europe.

**WHEREAS,** the Parties now wish to enter into a separate agreement to define the terms of the collaboration and as such DAP wishes to provide financial support for the Project as further described in the attached Annex A (Scope of Work) incorporated into this Agreement by reference; and

**WHEREAS**, CUFFM is willing to establish a program directed by XXXXXXXXXXX (“Principal Investigator”) to conduct the Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. **Project Period:** The term of this Agreement is November 1, 2017 (“Effective Date”) through March 31, 2018.
2. **Project:** The Project will be directed and supervised by the Principal Investigator, who shall have the primary responsibility for the performance of the Project according to the key deliverables stated in Annex B. DAP understands that CUFFM may be involved in similar projects through its employees on behalf of CUFFM and others. DAP shall have no rights through this Agreement to other projects. CUFFM represents that it will perform the Project in accordance with the description set forth in Annex A.
3. **Contract Amount:**
	1. DAP will pay CUFFM the amount of $59,375.00 for the services in the SOW, during the Period of Performance as stated in Article 1 above. The Payment Breakdown and Payment Schedule attached hereto as Annex B and incorporated herein by reference.
4. **Payments:** CUFFM shall submit an Invoice and a progress report to DAP requesting payment as per the schedule in Annex B. DAP shall make payment via bank transfer to the bank account specified by CUFFM within 10 working days of receipt of the aforementioned invoice and subject to the requisite progress report from CUFFM.
5. **Records:** During the term of this Contract, and for a period of three (3) years following the termination and/or expiration thereof, CUFFM shall maintain books and records supporting all services provided and related financial documents for this Contract.
6. **Reporting by CUFFM:**
	1. As per Clause 4, CUFFM will submit quarterly progress reports including itemized financial reports with corresponding receipts and lists the hourly payment rate and the number of hours worked for each quarter for each staff person.
	2. Quarterly and financial reports should be submitted within 10 days of the end of each quarter.
	3. In addition to time specific reports DAP may also request copies of activity reports for training programs conducted, conferences and meetings.
7. **Audit:** DAP may at its own cost conduct Work Compliance Audits of the Activities undertaken under the contract and based on the progress reports
8. **Materials, Equipment and Supplies:** CUFFM shall retain title to all materials, equipment and supplies purchased and/or fabricated with funds provided by DAP under this Agreement.
9. **Data and Reports:** CUFFM shall own the data generated from the Project. Subject to Sections 10.0, and 11.0, CUFFM shall have the right to publish, disclose, disseminate and use, in whole and in part, any data and information developed under this Agreement. DAP shall have the right to copies of the technical reports and information specified to be delivered hereunder.
10. **Public Disclosure:**
	1. CUFFM may publicly disclose the findings made under the Project but will send all proposed disclosures to DAP at least thirty (30) days prior to public disclosure to provide opportunity for review and comment and to determine if DAP Confidential Information, as defined in Section 12.0, is contained therein. CUFFM agrees to remove DAP Confidential Information as requested by DAP prior to disclosure, or to delay disclosure up to sixty (60) days to seek appropriate protection. If DAP raises no objection within the notification period above, then CUFFM has the right to proceed with public disclosure. CUFFM shall have the final authority to determine the scope and content of any public disclosure, except for removal of DAP Confidential Information as described above.
	2. All public disclosures under this Project shall acknowledge DAP as appropriate.
11. **Intellectual Property**
	1. Intellectual Property (“IP”) means any patentable inventions and/or copyrightable matter first conceived and/or reduced to practice in the performance of the Project. IP shall not include the background intellectual property of either Party or CUFFM faculty scholarly publications. “CUFFM IP” means any IP wherein the inventorship consists of CUFFM Researchers. “CUFFM Researchers” means the Principal Investigator and other CUFFM employees working under his/her supervision performing research under the Project pursuant to this Agreement. “Joint IP” means any IP wherein the inventorship consists of at least one of both an CUFFM Researcher and a DAP employee or agent.
	2. Intellectual property and tangible materials developed outside the performance of the Project by a Party shall continue to be owned and/or controlled by that Party and no license to it is implied or granted in this Agreement.
	3. It is agreed that any disputes in inventorship will be determined by an intellectual property attorney specializing in the intellectual property at issue in the dispute and mutually agreed upon by DAP and CUFFM.
	4. In consideration of DAP’s support of this Project, and provided DAP is not in material breach of this Agreement, DAP shall be entitled to a royalty-free non-exclusive license to CUFFM IP and to CUFFM’s portion of Joint IP, but only for research and educational purposes and without the right to sublicense.
	5. Notwithstanding anything herein to the contrary, in all circumstances CUFFM shall retain rights in CUFFM IP and Joint IP to practice and have practiced the inventions and/or copyrightable matter of the CUFFM IP and Joint IP for research and educational purposes.
12. **Confidential Information:**
	1. The Parties acknowledge that it may be necessary to disclose information related to the Project to the other Party that is considered proprietary or confidential (“Confidential Information”). If the provider of information considers the information as Confidential Information, it shall be identified as such at the time of disclosure. Written forms of Confidential Information shall be marked “CONFIDENTIAL.” If orally disclosed to or observed by the recipient, Confidential Information shall be reduced to writing by the provider, marked “CONFIDENTIAL,” and delivered to recipient within thirty (30) days of disclosure.
	2. The recipient of Confidential Information agrees to use Confidential Information only for the purpose of the Project and to keep Confidential Information in confidence and not to disclose Confidential Information to any persons outside the recipient’s organization or to any unauthorized persons within recipient’s organization, without prior written approval of provider. Recipient acknowledges it will treat provider’s Confidential Information in a manner consistent with recipient’s treatment of its own similar Confidential Information. However, the foregoing obligations of use and nondisclosure shall not apply to any portion of Confidential Information that:
		1. was in the possession of or known by recipient before receipt from provider;
		2. is or becomes a matter of public knowledge through no fault of recipient;
		3. is received by recipient from a third party without a duty of confidentiality;
		4. is disclosed by provider to a third party without a duty of confidentiality;
		5. is independently developed by recipient and shown by documentation; or
		6. is disclosed publicly under operation of law.
	3. Recipient shall not disclose Confidential Information disclosed under this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.
	4. If the recipient of Confidential Information becomes legally compelled or is required by law to disclose such Confidential Information, the recipient shall notify the provider promptly so that the provider may seek a protective order or other appropriate measures. DAP understands that CUFFM is a state entity subject to Czechpublic records laws.
	5. Upon provider’s written request, recipient shall discontinue use of Confidential Information and return or destroy all such information to provider, subject to retention of one (1) copy for archival purposes to confirm compliance with this Agreement and to support CUFFM’s research results.

**13.0 Hold Harmless:**

**13.1** CUFFM agrees to hold harmless, indemnify, and defend DAP, and its officers, directors, members, employees, agents and representatives, from and against any and all claims, losses, liabilities, judgments, interest and settlements, including reasonable attorney’s fees and expenses, arising out of, or relating to the performance of the SERVICES (described in Annex A) by CUFFM, and its employees, agents and representatives, under this Contract.

**13.2** DAP will indemnify, defend and hold harmless Charles University, CUFFM, and their officers, agents, employees, and students with respect to any personal injury or other expense, claim, liability, loss, damage or costs resulting from the acts or omissions of DAP in connection with or arising during performance of Project work by DAP, its employees or agents.

**13.3** In no event shall either party be liable for indirect, incidental, consequential, special, exemplary or punitive damages, including but not limited to lost profits or lost market opportunities, whether known, foreseeable or advised of such possibility, or arising under contract, negligence, tort, strict liability or other theories.

**14.0 Independent Contractor:** The parties agree that is and shall be deemed at all time an independent contractor and not an employee, agent or representative of DAP. No persons employed by CUFFM will be eligible for health insurance, sick leave, annual leave, pension, or any other fringe benefit associated with employment with DAP. The parties further agree that neither party shall be liable for any obligations incurred by the other party.

**15.0 Taxes**: All income and employment taxes are the responsibility of CUFFM staff. Nothing in this Contract shall impose any tax liability upon DAP, including, but not limited to, federal, state, and local income taxes, unemployment insurance, or social security taxes, incurred by CUFFM.

**16.0 Trademarks:** The CUFFM name and logo may not be used by DAP except as authorized by CUFFM and DAP name and logo may not be used by CUFFM except as authorized by DAP.

**17.0 Termination:** Either Party may terminate this Agreement with sixty (60) days written notice. In the event of termination, DAP shall pay for services already rendered, but have no penalty or further liability under this Contract. Payments made in advance to CUFFM by DAP will be reimbursed by CUFFM except non-cancellable expenses such as travel costs, purchase orders, etc.

**17.1** The expiration or termination of this Agreement shall not supersede the Parties’ obligations with respect to any provision that survives expiration or termination of this Agreement by its terms. In addition, the following Sections shall survive: Data and Reports (Section 9.0); Public Disclosure (Section 10.0); Intellectual Property (Section 11.0); and Confidential Information (Section 12.0).

**18.0 Successors and Assigns:** This Contract shall be binding upon and shall inure to the benefit of the parties and each of their respective successors and assigns, provided that CUFFM may not assign any right or obligation under this Contract without DAP’s prior written consent.

**19.0 Authorized Persons:** The persons executing this Contract do hereby declare, represent, acknowledge, warrant and agree that they are duly and fully authorized to execute this Contract so as to legally bind DAP and CUFFM.

**20.0 Notices:** Notices required or provided under this Agreement shall be in writing and delivered in person, or sent by first class mail or certified mail, postage prepaid, or overnight immediately, to a Party at the address set forth below. Notice shall be deemed received immediately upon personal delivery, five days after being deposited in the mail, or the next day if sent by overnight delivery. Email addresses and phone numbers are provided for convenience only.

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| --- | --- | --- |
| For Technical matters | DAP | CUFFM |
| Name | XXXXXXXXXX | XXXXXXXXXX |
| Address | 31, Wijerama Mawatha,Colombo 7, Sri Lanka | First Faculty of Medicine,Charles UniversityKaterinská 32, 121 08 Prague,Czech Republic |
| Phone | XXXXXXXXXX | XXXXXXXXXX |
| Email | XXXXXXXXXX | XXXXXXXXXX |

|  |  |  |
| --- | --- | --- |
| For Contractual matters | DAP | CUFFM |
| Name | XXXXXXXXXX | XXXXXXXXXX |
| Address | 31, Wijerama Mawatha,Colombo 7, Sri Lanka | First Faculty of Medicine,Charles UniversityKaterinská 32, 121 08 Prague,Czech Republic |
| Phone | XXXXXXXXXX | XXXXXXXXXX |
| Email | XXXXXXXXXX | XXXXXXXXXX |

**21.0 Counterparts:** This Agreement may be executed in any number of counterparts, including scanned PDF documents. Each such counterpart or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

**22.0 Amendments:** This contract and its incorporated Exhibits constitute the entire Contract between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract. This Contract may not be amended or modified except in writing signed by both parties.

**23.0 Dispute Resolution:** DAP and CUFFM agree to settle disputes that may arise during the period of this contract through a mutually agreed mediator. This will be the preferred method of dispute resolution.

**24.0 Force Majeure:** Neither party shall be deemed in breach of this Agreement or liable for damages of its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, such as acts or omissions of communications carriers, energy shortages or outages, strikes or labor disputes of other’s workforces, fires, floods, inclement weather, acts of God, war, terrorism, civil disturbances, or acts of civil or military authorities.

**25.0 Entire Agreement:** This Agreement constitutes the entire and only agreement between the Parties relating to the Project, and all prior negotiations, representations, agreements and understandings are superseded hereby. In the case of conflicting terms and conditions between this Agreement and the MOU regarding the Project, the terms and conditions of this Agreement shall govern. No agreements altering or supplementing the terms hereof maybe made except by means of a written document signed by the duly authorized representatives of the Parties. Should any provision of this Agreement require judicial interpretation, the Parties agree that the court constructing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party. Terms and conditions that may be set forth (front, reverse, attached or incorporated) in any purchase order issued by DAP in connection with this Agreement shall not apply, except for informational billing purposes (e.g reference to purchase order number, address for submission of invoices, or other invoicing items of a similar informational nature).

**26.0 Disclosure:** The Parties acknowledge that Charles University, as a public university and an entity under Art. 2 Par. 1 Letter e) of Act No. 340/2015 Coll., on Contract Register, is subject to the obligation to disclose any contracts it concludes in the contract register (hereinafter “Disclosure”). The Parties state that this Contract, which is subject to mandatory Disclosure, shall take effect on the day of its Disclosure. CUFFM pledges to Disclose the contents of this contract, as well as to inform DAP with no undue delay of the fact that the such contents of the Contract have been disclosed and that the Contract has taken effect. Information must be sent to XXXXXXXXXX.

**IN WITNESS WHEREOF,** DAP and CUFFM have caused this Agreement to be executed by their duly authorized representatives as of Effective Date written above.

**DRUG ADVISORY PROGRAM**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: XXXXXXXXXX Name: XXXXXXXXXX

Title: DAP Director Title: Project Manager

Date: ……………………… Date: ……………………..

**CHARLES UNIVERSITY, PRAQUE**

Read and understood: Agreed and accepted:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: XXXXXXXXXX Name: XXXXXXXXXX

Title: Principal Investigator Title: Dean

Date: 01 November 2017 Date: 01 November 2017

**Annex A: Project**

**Scope of Work**

The International Consortium of Universities for Drug Demand Reduction (ICUDDR)

Action Plan activities planned for November 1 2017 – March 31, 2018

Submitted by the CUFFM

November 01, 2017

CUFFM’s collaboration with ICUDDR shall include the following:

Content Development, Adaptation, and Evaluation of UPC and UTC

1. Develop Education Provider (EP) Request and Agreement materials for the EP application process.
2. Develop needs assessment of universities to assess the implementation of UTC and UPC and develop process for enrolling universities.
3. Develop questionnaire survey of universities implemented UPC and/or UPC focused on deeper structural analysis and need in the context of further development (mapping of universities with existing programs and with planning programs).
4. Conduct market research with representatives from universities and other potential treatment and prevention training providers.
5. Rebuild websites of ICUDDR and prepare content and design of these websites according to need formulated by ICUDDR executive board.
6. Develop marketing materials and website content to engage prospective providers and consumers.
7. Develop case study of UTC and UPC implementation (evaluation study).
8. Create and provide a special symposium focused on UPC/UTC and promote ICUDDR activities on Lisbon Addiction Conference 2017 (November 2017) and promote ICUDDR activities and curriculums on EUSPR conference in Vienna (September 2017).
9. Initiate discussion and negotiation with EMCDDA in Lisbon about long-term strategic partnership in promoting and supporting both curriculums and ICUDDR activities.

 **Statement of Work**

**Key Deliverables:** Develop UTC content including Education Provider requests and agreement materials; develop needs assessment of universities to assess the implementation of UTC and develop process of enrolling universities; develop mentorship training programme; conduct market research with representatives from universities and other potential training providers; develop marketing materials and website contents to engage prospective providers and consumers; and develop case study of UTC implementation.

**Task/Phase 1:**

|  |  |
| --- | --- |
| Development of UTC content. Develop Education Provider requests and agreement materials. | Education Provider requests and agreement materials. |
| Promoting activities on conferences: Separate special session focused on UPC/UTC on Lisbon. Addiction Conference 2017 and presentation on EUSPR Vienna Conference | 2 separate symposiums on 2 important European conferences |

**Task/Phase 2:**

|  |  |
| --- | --- |
| Develop of questionnaire survey (Annex A, no.3) | Study designReport with results  |
| Conduct market research:Conduct market research with representatives from universities and other potential treatment training providers. Develop marketing materials and website content to engage prospective providers and consumers | Study designReport with results |
| Evaluation of UTC/UPC materials, ICUDDR websites: Adaptation of UTC materials, development and pilot work for UTC/UPC institutes for international students. | New ICUDDR websites (content, graphic)  |

**Task/Phase 3:**

|  |  |
| --- | --- |
| Develop case study of UTC implementation:Develop case study of UTC/UPC implementation. | Study designReport with results with marketing materials |
| Evaluation of UTC/UPC materials, EMCDDA | Brief strategy of collaboration with EMCDDA and REITOX network |

**Timeline and Deliverables:**

|  |  |  |
| --- | --- | --- |
| **Work** | **Stage of work** | **Deadline** |
| Development of UTC/UPC Content | Education Provider requests and agreement materials. | November 2017 |
| Promoting activities on conferences | 2 separate symposiums on 2 important European conferences in 2017 | November 2017 |
| Develop of questionnaire survey (Annex A, no.3) | Study designReport with results  | January 2018 |
| Conduct market research | Study designReport with results | February 2018 |
| Evaluation of UTC/UPC materials, ICUDDR websites | New ICUDDR websites (content, graphic)  | February 2018 |
| Develop case study of UTC implementation | Study designReport with results with marketing materials | March 2018 |
| Evaluation of UTC/UPC materials, EMCDDA | Brief strategy of collaboration with EMCDDA and REITOX network | March 2018 |

 **Annex B**

**Payment Breakdown**

|  |  |  |  |
| --- | --- | --- | --- |
| **Staff** | **Hours** | **Rate** | **Total** |
| XXXXXXXXXX | 10% 200 hours | 50 USD | 10 000,- USD |
| Evaluation specialist | 40%450 hours | 40 USD | 18 000,- USD |
| Research asistant (surveys) | 40%450 hours | 40 USD | 18 000,- USD |
| Project manager and technical support | 10%200 hours | 35 USD | 7 000,- USD |
| Indirect rate of 10% for Charles University |  |  | 6 375,- USD |
| **TOTAL** |  |  | **59 375,- USD** |

 **Schedule of Payment**

UTC content development, adaptation, and evaluation via the European Consortium of university experts

|  |  |  |
| --- | --- | --- |
| **Payment** | **Amount** | **Due** |
| **First** | 20 000,- USD | Development of UTC/UPC Content: Education Provider requests and agreement materials. |
|  | Promoting activites on conferences: 2 separate symposiums on 2 important European conferences |
| **Second** | 20 000,- USD | Develop of questionnare servey: Study design/Report with results |
|  | Conduct market research:Study design / Report with results |
|  | Evaluation of UTC/UPC materials, ICUDDR websites: New ICUDDR websites (content, graphic) |
| **Third** | 19 375,- USD | Develop case study of UTC implementation:Study design / Report with results with marketing materials |
|  | Evaluation of UTC/UPC materials, EMCDDA :Brief strategy of collaboration with EMCDDA and REITOX network |
| **Total** | 59 375,- USD |  |