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### **Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is made on 19 December 2017 between:

- 1) The Royal Institute of International Affairs, of 10 St James’s Square, London SW1Y 4LE, United Kingdom (“Chatham House”) and
- 2) The Institute of International Relations, Prague, Nerudova 3, 118 50 Praha 1 – Malá Strana, Czech Republic (“IIR”)

Each of Chatham House and IIR, hereinafter individually referred to as a “Party” and collectively as the “Parties”.

#### **Scope of this MOU**

The purpose of this MOU is to set forth the Parties’ intention to co-host a Chatham House Academy Robert Bosch Fellow as part of the project Political and Economic Development in Central Europe and Africa.

#### **Period of Visiting Fellowships**

The agreed start dates and end dates for the Visiting Fellowship at IIR will be 8<sup>th</sup> January to 6<sup>th</sup> April 2018.

#### **Obligations of Chatham House**

All costs relating to the candidate whilst on the Visiting Fellowship including salary, costs for obtaining the appropriate visa, travel including flights, accommodation and any other costs of the Visiting Fellowships are to be borne by Chatham House.

#### **Obligations of IIR**

IIR will provide the Visiting Fellow an induction upon arrival; research advice and intellectual input into his research; information on accommodation, departure arrangements and general welfare; approval of annual leave and fieldwork leave requests.

#### **Payment**

The amounts paid by Chatham House to IIR will be as follows:

Research seminar organization	██████████
Administration of Visiting Fellow (3 months)	██████████

***Total: EUR 2,000***

Payment will be by Institute cheque or bank transfer within 30 days of receipt of a proper invoice.

#### **Confidentiality**

Both parties will keep in confidence all information about Chatham House and IIR, relating to their staff and activities acquired during the course of this MOU.

#### **Intellectual Property Rights**

Chatham House will retain copyright for any work (the ‘Work’) produced by the Visiting Fellow during the period of the Fellowship. Chatham House reserves the right to publish or not to publish this Work at its discretion. Chatham House will not pay royalties on sales to the Visiting Fellow. The Visiting Fellow

cannot use, sell or distribute the Work for any purpose whatsoever, without the express written permission of the Institute and provided the contribution of Chatham House is acknowledged.

The Visiting Fellow warrants, represents and undertakes that whilst carrying out the Fellowship, he/she will not infringe any Intellectual Property Rights of which a third party is a proprietor and that the Visiting Fellow is free to transfer copyright for the work as well as subsidiary rights to Chatham House.

### **Business Relationship**

The relationship between the Parties shall be solely that of independent entities, and nothing in this MOU shall be deemed to constitute, create or give effect to, otherwise recognize the creation of partnership, joint venture or a business entity of any kind. The rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein contained shall be construed as authorizing either Party to act as agent or representative of the other or to make any commitment or create any obligations for the other without such Party prior written consent.

### **Assignment**

Either party shall not assign or sub-contract or otherwise transfer any of their rights, interests or obligations under this Agreement without prior written consent from the other party.

### **Termination**

This MOU expires on 31 May 2018 or earlier if agreed by both parties in writing.

### **Entire Understanding**

The foregoing constitutes the entire understanding between the Parties, and supersedes any prior understanding, statement, communication, conversation, representation or agreement, whether oral or written, between the Parties with regard to the subject matter hereof. This MOU may be modified only in writing by mutual consent between Parties.

### **Governing Law**

The validity, construction and performance of this MOU shall be governed by English Law and the parties submit exclusively to the jurisdiction of the English Courts.

This Memorandum of Understanding is entered into at the date stated at the beginning of it.

Signed on behalf of Chatham House by:

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Name: Alex Vines

Position: Head, Africa Programme

Signed on behalf of IIR by:

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Name: Ondřej Horký-Hlucháň

Position: Deputy Director for Research