

MEMORANDUM OF UNDERSTANDING
AMONG PARTICIPANTS IN THE
INTERNATIONAL WHEAT YIELD PARTNERSHIP CONSORTIUM

FOR INFORMATION PURPOSES ONLY

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is intended to express the intention of the signatories to cooperate as a consortium as defined herein among the following participants:

- (i) Agriculture and Agri-Food Canada (AAFC)**
- (ii) Biotechnology and Biological Sciences Research Council (BBSRC)**
- (iii) Centro Internacional de Mejoramiento de Maiz y Trigo (CIMMYT)**
- (iv) Grains Research Development Corporation (GRDC)**
- (v) Institut National de la Recherche Agronomique (INRA)**
- (vi) Syngenta Foundation for Sustainable Agriculture (SFSA)**
- (vii) United States Agency for International Development (USAID)**
- (viii) United States Department of Agriculture – Agricultural Research Service (USDA-ARS)**

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BACKGROUND

The International Wheat Yield Partnership (**IWYP**) is a wheat research partnership of research institutions, foundations and government funding organizations from many countries. Its objective is to work in cooperation with the G20 initiated Wheat Initiative and its mission to co-ordinate wheat research and contribute to food security across the globe by raising the genetic yield potential of wheat by 50% over the next 20 years. The work of IWYP will be carried out through a consortium comprised of a number of Consortium Members and assisted by Private Members, wherein the activities of IWYP will be coordinated by an executive committee as set forth in Part C, item 7 below. As IWYP is not intended to become a legal entity, this document illustrates the Consortium Members' desire to create a well-defined framework to clarify their voluntary cooperation to deliver on the goals of IWYP.

IWYP's goal is to substantially increase the yield of wheat in order to increase global food security in the future by unlocking the genetic potential of wheat and to enhance the use of genetic resources in plant breeding programs through the concerted generation, management, dissemination, and application of advanced biological knowledge.

IWYP members intend to contribute to this goal by:

- creating an integrated platform for improving wheat genetic resources;
- enhancing wheat grain yield;
- identifying, manipulating, and validating genetic systems resulting in wheat plants with potential value far beyond present-day crops and transferring these systems into elite germplasm for global breeding programs;
- generating new science-based enabling and intermediate technologies in or accessible to the public domain;
- building the capacity of scientists in developing countries to participate in this undertaking and/or to implement the results; and
- aligning and linking with existing global programs focused on raising wheat yield potential,

which will be collectively known as "The IWYP Program".

Through their individual actions in the conduct of The IWYP Program, to the extent possible within the framework of applicable laws, the Consortium Members should comply with regulations relating to International Agricultural Research Centers and the Food and Agricultural Organization, the Convention on Biological Diversity, and the International Treaty on Plant Genetic Resources for Food and Agriculture.

The Consortium Members recognize that to achieve the objectives set out in this Memorandum of Understanding it will be necessary for Program Members to recognize intellectual property rights developed outside of The IWYP Program and be allowed to seek intellectual property protection for the outputs and products of their Activities.

The Consortium members aim to ensure that the Program Members who participate within The IWYP Program intend that their Activities and outputs will abide by the principles set out in this Memorandum of Understanding, which the Consortium Members intend to include in any offer of grant as a part of The IWYP Program, whether competitive or commissioned.

THE CONSORTIUM MEMBERS EXPRESS THEIR INTENTIONS AS FOLLOWS:

Part A: INTRODUCTION

1. Definitions

In this Memorandum of Understanding and the recitals:

'**Activities**' means research and its coordination/dissemination/outreach and associated training activities conducted in connection with The IWYP Program as set forth in this MOU.

'**Aligned Program**' means research projects that are selected for, but are not funded as IWYP competitively awarded grants, but wherein the Aligned Programs are willing to contribute their discoveries and outputs to The IWYP Program as a de facto Program Member. At a later date, IWYP members may, at their discretion, provide coordination funds to such Aligned Programs.

'**Annual Budget**' means the yearly funding estimate for IWYP as recommended by the IWYP Program Director to achieve Program objectives and agreed upon by the SIEB.

'**Annual Operating Plan**' means the plan of work for IWYP during a Financial Year including proposed Activities and the Annual Budget as agreed upon by the SIEB.

'**Annual Report**' means the yearly document prepared by the IWYP Program Director and SIEB chairperson setting out the results of operations and the Activities undertaken during the year to which it relates.

'**Background IP**' means Intellectual Property developed outside of The IWYP Program that is owned or controlled by a Consortium, Program or Private Member which is made available solely for use in the Activities.

'**Confidential Information**' includes any proprietary confidential information which is owned or controlled by a Consortium, Private or Program Member including inventions, technical information, data, databases, designs, protocols, software (whether in object or source code), algorithms, customer lists, business and financial information, whether or not any of the foregoing is patentable or copyrightable and whether in written, visual, oral, electronic or any other form. To be treated as Confidential Information under this MOU, such confidential information should be communicated in a tangible form and should be clearly marked with the word "Confidential" or 'Proprietary' or 'Commercial in Confidence' with some other legend to indicate its confidential nature. If any information has been communicated orally, a participant desiring that such information be treated as Confidential Information should so notify the participant to whom disclosure has been made, in writing, promptly after the disclosure.

'**Consortium Member**' means a signatory to this MOU, whether an original signatory or signing at a later date.

'**Executive Member**' means a non-Consortium Private Industry Member who contributes at least USD \$10,000 per year, whose organization has a substantial and state-of-the-art R&D capability and who has been invited to sit on the SIEB to advise in a commercial capacity. Executive Members should provide input on the research strategy, contribute to critical peer review of research proposals, and assist with recommendations on the competitive grants process and review the ongoing projects. However, all such inputs should be subject to confidentiality provisions due to potential conflicts with other Consortium, Executive or General Members. Executive Members may have a non-voting seat at the IWYP Science and Impact Executive Board (SIEB).

'Financial Year' means September 1st through August 31st.

'General Member' means a non-Consortium Private Industry Member who contributes at least USD \$5,000 per year but does not have substantial internal R&D capabilities. General Members should receive free registration to the annual IWYP research meeting allowing direct access to a network of public and private contacts, pre-publication insights into research outputs, and engage and provide direct input to IWYP via the Program Director. General Members should also have access to results and insights through invitation-only visits to IWYP nurseries and conferences.

'Grant' means an allocation of resources by the funding partners, in cash or in-kind, in furtherance of The IWYP Program and based upon recommendations by the Program Director and/or the SIEB chairperson, and as further recommended by the SIEB, to a Program Member and their subcontractors to carry out Activities.

'IWYP Management Team' means the SIEB chairperson and vice chair, the Program Director and secretariat.

'Intellectual Property' or **'IP'** means all intellectual property, including but not limited to patents, copyright, trade secrets, technology, plant breeders rights, registered designs, trademark and all applications for any of the foregoing, Know-How and all other rights as defined by Article 2 of the Convention establishing the World Intellectual Property Organization of July 1967 and all applications relating to these rights.

'IWYP Program Director' or **'Program Director'** means the director of IWYP appointed under item 12.

'IWYP Program Funds' means the money available to carry out the Activities.

'IWYP Program IP' means Intellectual Property (IP) created by the Program Members in carrying out the Activities.

'IWYP Program Outputs' means tangible products or materials created for or produced by Activities by a Program Member and includes, but is not limited to, biological materials such as seeds, germplasm, new plant varieties, microbes, biopesticides, expression vectors, cell lines or other biological materials, chemical materials such as pesticides, devices and copyrightable materials such as brochures, designs, website documents and training materials.

'IWYP Program Resources' means the non-cash resources available to carry out the Activities, considered a contribution in-kind.

'Know-How' means knowledge, experience or expertise of a technical, commercial, administrative, financial or other nature, which is practically applicable in and to the creation of The IWYP Program technology.

'Personnel' of a Consortium Member or Private Member means such member's employees, including adjunct appointments, agents and contractors.

'Private Member' means a non-Consortium Private Industry Member who pays an annual fee. Private Members can be either Executive or General level as defined herein.

'Program Member' means non-industry researchers and groups that are performing Activities for IWYP whether commissioned or competitively awarded. Program Members may also include those in Aligned Programs or industry researchers that have provided specific in-kind contributions to IWYP awarded projects.

'Rules' means the constitution, enacting legislation, Memorandum and Articles of Association or any other form of provisions, code of conduct or policy statements governing the organization and operation of a Consortium Member.

'Science and Impact Executive Board (SIEB)' means the highest level coordinating group comprised of the representatives of Consortium and Executive Members selected in accordance with Item 7.

'Start Date' means 1 January 2016.

Unless otherwise stated, all monetary amounts referred to in this MOU will be deemed to be in US dollars.

Part B: PARTICIPATION IN THE IWYP CONSORTIUM

2. Basic Understandings

2.1 Each Consortium Member recognizes that:

- (a) IWYP is not a legal entity and this MOU provides the framework and principles to guide their voluntary cooperation to deliver on the goals of IWYP;
- (b) no rights, duties, obligations or liabilities are established by this MOU, and any existing rights, duties, obligations and liabilities of the Consortium Members are separate and not joint or joint and separate;
- (c) the relationship between the Consortium Members is one of mutual collaboration and is limited to carrying out the Activities so that nothing in this MOU makes any of them an agent, partner or trustee of any other of them, or creates any agency, partnership or trust;
- (d) a Consortium Member does not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of, any other Consortium Member; and
- (e) certain tasks relating to the administration of IWYP may be enabled by a service provider(s), whose rights, responsibilities, and roles should be established under separate arrangements.

3. Objective of IWYP

3.1 IWYP is a voluntary alliance which has been formed to participate in, advance the goals of and provide financial and management support to the overall IWYP Program. As set out in IWYP goals, the objective of IWYP is to increase food security for the global population and to improve livelihoods of the resource poor in developing countries by unlocking the genetic potential in wheat and enhancing the use of public genetic resources in plant breeding programs through the concerted generation, management, dissemination, and application of advanced biological knowledge.

4. Mutual Understandings

4.1 Each Consortium Member should:

- (a) participate in IWYP's governance as described in this MOU;
- (b) act in good faith and in a mutually beneficial manner when participating in the Consortium;
- (c) be prompt in taking action, providing recommendations or making decisions;
- (d) make IWYP and its role widely known within each Consortium Member's organization;
- (e) ensure its Personnel if involved in Activities act consistently with this MOU;
- (f) avoid jeopardizing another Consortium Member's or Private Member's rights to use or protect any IWYP Program generated IP or Background IP, as the case may be; and

- (g) endeavor to keep the IWYP SIEB and Management Team informed about new research opportunities within the scope of the Activities.

5. Term of this MOU

- 5.1 This MOU is to come into operation as of **1 January 2016** and will continue as long as at least two willing Consortium Members remain.

Part C: ORGANIZING THE ACTIVITIES OF THE CONSORTIUM

6. IWYP Coordination

- 6.1 The management and coordination arrangement as defined by this MOU consist of:

- (a) the SIEB;
- (b) the IWYP Program Director;
- (c) support staff.

7. SIEB Membership

- 7.1 The SIEB should function as the top-level coordinating body for IWYP, and should formulate the highest level strategy, management and policy matters for The IWYP Program in accordance with this MOU. The members of the SIEB under this MOU should include a selected representative from each of the Consortium Members (voting members) and invited Executive Members (non-voting) from the private sector.
- 7.2 An independent nonaffiliated chairperson of the SIEB should be chosen by a consensus decision of all the SIEB members. The chairperson should provide guidance on behalf of the SIEB to the IWYP Program Director. The chairperson may recommend approval of certain operational expenditures within limits as recommended by the SIEB. The chairperson should convene and preside at the meetings of the SIEB, including but not limited to, the handling of proxies and recording of votes on matters considered by the SIEB. The chairperson should also be responsible for ensuring that minutes and decisions of the SIEB are communicated. The chairperson should also ensure that appropriate communication occurs between the SIEB and the IWYP Management Team.
- 7.3 Subject to Item 25, members of the SIEB may be dismissed upon the affirmative vote of removal by a quorum of the other members of the SIEB.
- 7.4 Confidential Information gained by a SIEB member in his or her capacity as an SIEB member, and any discussions that take place within the context of an SIEB meeting, should be kept in strict confidence and should not to be used for any purpose other than carrying out the member's duties on the SIEB.

8. SIEB Meetings

- 8.1 In advance or at the beginning of each SIEB meeting each SIEB member should disclose to the other SIEB members a direct or indirect personal interest, if any, or any other conflict of interest with regard to any material matter before the SIEB. Where personal or institutional conflicts of interest occur the SIEB member should be excluded from that part of the meeting and it should be noted in the official minutes of the meeting.
- 8.2 The SIEB should meet at least once per year in person and should conduct at least one other meeting per year, which may be held in person or by teleconference or videoconference. Each SIEB member should be

given advance, reasonable and written notice of SIEB meetings. The IWYP Management Team should prepare an agenda outlining the topics to be discussed in the meeting. A simple majority of members of the SIEB should constitute a quorum at regular meetings of the SIEB.

8.3 Subject to Item 9.1, the discussions, actions, and decisions of the SIEB during meetings should be recorded in writing as “official minutes”. These minutes, highlighting decisions and actions, should be distributed by the chairperson promptly after each meeting.

8.4 The SIEB should have competence to advise on matters relating to the following subject matter:

- (a) determining the strategic direction of IWYP and setting overall goals for The IWYP Program;
- (b) establishing performance criteria to determine the progress of Activities, monitoring the implementation of those criteria, and judging whether those criteria have been met;
- (c) recommending audits, annual operating plans, medium term plans, and budgets;
- (d) confirming the transparency of any accounting and financial reporting systems relating to financial services and reporting;
- (e) recommending a policy for managing risks and monitoring the implementation of that policy;
- (f) consistent with this MOU, recommending policies and procedures regarding the creation and use of The IWYP Program generated IP;
- (g) monitoring and managing potential conflicts of interests of members of the SIEB, Consortium Members, selected service providers, or funded Program Members;
- (h) appointing the chairperson and vice chair, and approving their terms of appointment;
- (i) via the chairperson of the SIEB, matters pertaining to the employment of the IWYP Program Director;
- (j) via the chairperson, overseeing the activities of and providing guidance, advisory support and expertise to the IWYP Program Director and staff;
- (k) identification of a potential service provider(s) and associated agreements;
- (l) evaluating the performance of any selected service provider;
- (m) evaluating any request to amend this MOU at any time by any Consortium Member; and
- (n) other matters on which decisions by an executive level coordinating group are reasonably necessary to implement the provisions of this MOU.

8.5 The SIEB has no authority to vote on or decide matters which would impose or purport to impose a financial or other commitment on any Consortium Member. The financial contributions or commitments that each Consortium Member is willing to make, if any, to an Activity should be determined on a case-by-case basis, once the level of funding required for the effective implementation of that Activity has been recommended by the SIEB and, if required, should be specified in a separate agreement between the relevant Consortium Member and Program Member or other party as the case may be.

9. Proceedings of SIEB Meetings

9.1 The IWYP Program Director should appoint a secretariat to carry out certain administrative requirements of IWYP and SIEB, and ensure that the secretariat:

- (a) gives all SIEB members reasonable advance notice of SIEB meetings;
- (b) prepares an agenda for each SIEB meeting; and
- (c) prepares minutes in draft form of all SIEB meetings and forwards them to the SIEB chairperson for editing and circulation to SIEB members before being approved.

9.2 Subject to Item 8.2, SIEB members need not all be physically present in the same place for a SIEB meeting to be held. The SIEB may meet by the SIEB members communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.

10. Voting and Decisions

10.1 Matters before the SIEB should be decided by a simple majority vote of Consortium Members. In the event of a tie, the SIEB chairperson may provide a second or deciding vote. Votes may be held in any duly conducted meeting of the SIEB in which a quorum is present or may be cast in a writing signed by all SIEB members then in office.

11. Committees and Advisory Groups

11.1 The SIEB or IWYP Program Director may establish certain advisory committees to assist IWYP or the SIEB in carrying out its role.

12. IWYP Program Director

12.1 The SIEB through the chairperson should organize a committee to select the IWYP Program Director.

12.2 The IWYP Program Director is accountable to the SIEB through the chairperson for carrying out his/her role, which is specified by the SIEB.

12.3 In order to maintain independence of coordination of IWYP activities, the IWYP Program Director should not be employed by a Consortium Member.

12.4 Through the chairperson, the SIEB should evaluate the performance of the IWYP Program Director.

Part D: MANAGING THE RESOURCES

13. Budgeting

13.1 The IWYP Program Director is expected to:

- (a) prepare overall Program and financial overview for The IWYP Program;
- (b) prepare a draft Annual Budget for each upcoming Financial Year;
- (c) submit the draft Annual Budget to the SIEB for discussion and concurrence; and
- (d) prepare an Annual report for The IWYP Program for submission to the SIEB.

13.2 When considering the draft Annual Budget the SIEB should review the cash and non-cash resources to be obtained from Consortium Members and Private Members to operate IWYP managerial needs and The IWYP Program commissioned or competitively awarded projects.

14. Competitive and Commissioned Grants

14.1 Competitive and commissioned Grants should be awarded to public researchers at academic, government or nonprofit institutions for the purpose of conducting Activities for The IWYP Program. Private entities should not receive Grant funding but may participate in The IWYP Program by contributing in-kind to Activities.

14.2 The process of awarding competitive research Grants should be carried out in a fair and transparent manner which reflects best practices in accepted processes for international peer review.

- 14.3 The SIEB chairperson and IWYP Program Director should manage the process for Commissioned or competitive grants, under the direction of Consortium Members, with regard to structuring the calls for Proposals, advertising, format and content, submission mechanics and expert international scientific peer review. A Consortium Member that directly manages the process for its own national programs may do so with the assistance of the SIEB chairperson and IWYP Program Director.
- 14.4 The SIEB should recommend the terms and conditions to which commissioned or competitive grants will be awarded with regard to timing, budgets, IP, project evaluation, and sharing information and deliverables that will follow the principles outlined in this MOU.
- 14.5 The SIEB should provide a final recommendation to the Consortium Members on what proposed research should result in funding awards whether commissioned or competitive. The recommendation should be based on IWYP criteria which include:
- (a) ability to perform in an efficient and professional manner, meet milestones on time and deliver high quality outputs;
 - (b) potential impact of the outputs of the research relative to substantially increasing the genetic yield potential of wheat as per the IWYP goals;
 - (c) research portfolio management as it applies to the IWYP research areas to be integrated;
 - (d) recommendations from ad hoc scientific peer review panels that are selected by the IWYP Management Team; and
 - (e) a summarized recommendation from the chairperson and IWYP Program Director including the above as well as other scientific insights of relevance.

15. Service Provider(s) and The IWYP Program

- 15.1 The Consortium Members expect that one or more institutions may act as service providers for certain administrative, financial, and technical or other IWYP Program purposes as may be defined in appropriate detail in separate service provider MOUs or service agreements.

Part E: RESULTS

16. Intellectual Property (IP)

- 16.1 Ownership and management of IWYP Program IP are expected to be retained by the Program Members who develop or make the inventions, discoveries or materials. Any IWYP Program IP developed or made jointly by collaborating Program Members should be jointly owned by those Program Members. Any agreements by Program Members to transfer ownership, manage or license IWYP Program IP should be consistent with the provisions of this MOU and recognize that Grant funders may have certain rights in the IWYP Program IP.
- 16.2 IWYP Grant holders should be responsible for ensuring that all Background IP is documented in any material transfer agreement, and any foreground IP should be covered by additional agreement(s) as part of the terms of any further bilateral or multilateral agreement. It is common in multi-partner grants that partners are expected to establish mutual agreement on IP before projects are confirmed.
- 16.3 IWYP Program Outputs should be International Public Goods made available through appropriate material transfer and licensing agreements to the public and private sectors. Those outputs, as appropriate, should be available for use as parental breeding material (via Plant Breeders' Rights and International Treaty provisions) subject to an appropriate material transfer agreement.

- 16.4 Every Consortium Member should have a non-exclusive, royalty-free right to use The IWYP Program IP for the Activities with the aim to provide technology and products to the resource-poor on a royalty-free basis.
- 16.5 In the event that any IWYP Program Outputs for commercialization are protected by IWYP Program IP, such outputs should be made available on a fair and equitable basis through appropriate commercial licenses to the private sector and on a non-commercial or humanitarian-use basis to the public sector subject to the following:
- (a) on a non-exclusive, royalty-free basis for non-commercial research (“Research Exemption”);
 - (b) on a non-exclusive or limited exclusivity basis that includes license terms that advance the goals of IWYP to achieve global food security and maximize use of the technology for the resource-poor; and
 - (c) in the event of a national or regional Food Security Emergency for the duration of the emergency (“Emergency Exemption”).
- 16.6 Each Consortium, Private, or Program Member should use, reproduce, transfer, sell, or otherwise distribute the IWYP Program Outputs and deliverables of the Activities in accordance with the intended purposes of the IWYP Program. All Members should avoid where possible using materials, technologies, IP, or other inputs in the Activities that jeopardize the ability to share IWYP Program IP.
- 16.7 Each Consortium, Private, or Program Member should only disclose or make available for Activities, Background IP that, to the best of its knowledge, it has the right to control, is the owner of, is unencumbered, or is otherwise entitled to provide and/or grant rights in.
- 16.8 No Consortium, Private, or Program Member should be required to make Background IP available for any outside activities.
- 16.9 A Consortium, Private, or Program Member that wishes to use Background IP of a Consortium Member outside the Activities should first obtain an appropriate license from the Provider on terms that do not in any way interfere with the Activities.

17. Data and Material Sharing

- 17.1 All scientific and technical data produced in the course of the Activities, including but not limited to pedigrees, field and lab evaluations, molecular marker DNA sequences, linkage, reference and physical maps, should be published in open access public databases. Rules, consistent with this MOU, regarding the sharing, delivery, disclosure, and retention of data and materials, including germplasm, should be contained in grant agreements.
- 17.2 The IWYP Program Director should establish and implement procedures for IWYP internal review and cataloguing of IWYP Program results for IWYP Program IP, and should monitor distribution ensuring appropriate material transfer agreements or licenses are in place.

Part F: PUBLIC INFORMATION

18. Confidentiality

- 18.1 Each participant is expected to treat all Confidential Information owned by the other participant as confidential and is expected to not, without the prior written consent of the other participant, disclose or permit the same to be disclosed to any third person, unless allowed for by this MOU.

18.2 Exceptions: The expectations of confidentiality and limited use should not apply to any of the Confidential Information which:

- (a) is publicly available by publication or other documented means or later becomes likewise publicly available through no act or fault of recipient; or
- (b) is already known to recipient before receipt from the disclosing party, as demonstrated by recipient's written records; or
- (c) is made known to recipient by a third party who did not obtain it directly or indirectly from the disclosing party and who does not obligate recipient to hold it in confidence; or
- (d) is independently developed by the recipient as evidenced by credible written research records of recipient's employees or agents who did not have access to the disclosing party's Confidential Information. Specific information should not be deemed to be within any of these exclusions merely because it is embraced by more general information falling within these exclusions.

19. Publications and Public Announcements

19.1 Subject to Item 18, open access policies with each Consortium Member, and this item, a Program Member may publish the results of its own work arising from the Activities.

19.2 The IWYP Program Director should be principally responsible for making public announcements about IWYP in accordance with any guidelines as determined by the SIEB. Program Members should make reasonable efforts to inform the IWYP Program Director prior to publishing results of their work arising from the Activities as a condition in any offer of grant, so that the IWYP Program Director can coordinate his/her public announcements with the publications of Consortium Members.

19.3 Program Members should use IWYP logos and/or trademarks in literature and promotional materials other than in connection with the sale of goods and/or services. Other uses of IWYP logos and/or trademarks by Consortium Members, and all uses of the logos and/or trademarks by Private Members, should require written authorization from the IWYP Program Director.

Part G. CHANGING OR TERMINATING THE RELATIONSHIP

20. New Consortium Members

20.1 The SIEB could from time to time consider admission of new Consortium Members consistent with the terms of this MOU.

21. Notice of Retirement

21.1 A Consortium Member may retire from the Consortium preferably by giving 12 months' notice to the Consortium and the SIEB.

22. Removal

22.1 In the event that the IWYP Program Director, the chairperson of the SIEB, or any Consortium Member concludes that a Consortium Member has acted inconsistently with this MOU, potentially warranting removal from IWYP, that person or entity should present the circumstances to the chairperson of the SIEB. The chairperson should consult with the relevant participants to determine whether the matter can be resolved in a manner short of removal. If such consultation is unsuccessful, the SIEB members should vote whether the Consortium Member that has allegedly acted inconsistently with this MOU should be removed from IWYP. This issue should preferably be decided by a three-fourths vote of the SIEB, excluding the SIEB

member that has allegedly acted inconsistently with this MOU.

Part H: GENERAL PROVISIONS

23. Obligations

23.1 This MOU does not establish obligations or assumption of liabilities by any Consortium Member. Each Consortium Member acknowledges that this MOU, as a voluntary expression of mutual intention does not affect the extent to which each Consortium Member bears liability arising out of its own actions or inactions, whether in the context of the IWYP Program or otherwise. This MOU is not a legally binding agreement and does not effect an obligation of funds by any Consortium Member.

24. Conflict of Interest

24.1 Each Consortium Member acknowledges to the other Consortium Members that to the best of its knowledge, at the Start Date no conflict of interest exists which is likely to affect its involvement in the Consortium or its performance of activities related to this MOU.

25. Settling Disputes

25.1 The Consortium Members should use their best efforts to promptly and in good faith attempt to resolve any dispute which arises between them in relation to this MOU.

25.2 If a Consortium Member wants a dispute resolved it should:

- (a) notify the other Consortium Members that the dispute exists;
- (b) submit the dispute to the SIEB Chairperson for resolution; and
- (c) submit the dispute to the SIEB for resolution.

25.3 If the SIEB is unable to resolve the dispute within 90 days the Consortium Member could retire from the Consortium preferably with 90 days' notice.

FOR INFORMATIONAL PURPOSES ONLY

ACCEPTED AND AGREED TO:

SIGNATURE PAGES HERE

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