

TECHNOLOGY CONSULTING IN THE GLOBAL COMMUNITY

SAMPLE MEMORANDUM OF UNDERSTANDING

This document serves as a memorandum of understanding (“Memorandum”) between Carnegie Mellon University, *[Development Partner Organization]* and the Student Consultant

DEFINITIONS

In this Memorandum, unless the context implies otherwise, “Student Consultant” means the Carnegie Mellon student who will travel to *[Development Partner country location]* to work with *[Development Partner Organization]* on ICT issues, as described below. Notwithstanding the use of the “Consulting” or “Consultant” in this Memorandum of Understanding, the student will not be performing traditional work-made-for-hire consulting services. Instead the student will be offering assistance in deploying ICT solutions in a jointly agreed-upon project where the Student Consultant will have the opportunity to further their educational experience and the *[Development Partner Organization]* will have the opportunity to further its respective mission. “Development Partner Organization” refers to *[Name of legal entity with whom we are contracting]*. “Development Partner” refers to *[Development Partner Organization Leader]* and their designated staff members who will work in collaboration with the Student Consultant. “ICT” stands for Information and Communications Technologies, and is the term used internationally to very broadly refer to all things computer-related. “Program” refers to the Carnegie Mellon Technology Consulting in the Global Community Program, directed by the “Program Director” Joe Mertz.

The “Program” entails the Student Consultant traveling to Development Partner Organization’s site as described in this Memorandum for a period of 10 weeks beginning in late May or early June, 2008, along with 4 additional weeks of time in order for the Student Consultant to offer transitional assistance for sustaining the developed technical capability and provide a final written report as described in this Memorandum (the “Term”).

RESPONSIBILITIES OF STUDENT CONSULTANT

Preparation of Student

Carnegie Mellon will assist the students in their preparation to work with *[Development Partner Organization location]* by providing the opportunity for:

- a) Technical preparation: The Student Consultant will be encouraged to remotely communicate with their Development Partner Organization to gain as broad an understanding as possible of the ICT problems and issues that their Development Partner Organizations would like to work on. The Student Consultant may then research possible approaches and best practices that apply to the problems.
- b) Participation in Program for academic credit: The Student Consultant may choose to use their participation in the Program to fulfill academic credit requirements through supervised independent study. If a Student Consultant wishes to request credit for their experience in the Program, they should make the appropriate arrangements prior to departure with the Program Director.

c) Cultural preparation: The Student Consultant is required to attend pre-departure meetings and Office of International Education workshops that will introduce them to the history and culture of *[Development Partner Organization location]*, and help prepare them for living and working abroad.

d) Travel preparation: The Student Consultant will be responsible for obtaining a passport, visa, health insurance and International Student Identity Card (ISIC) and will work with Carnegie Mellon staff to make travel arrangements. Carnegie Mellon will pay for and/or reimburse, at Carnegie Mellon's option, all airfare, hotel and meals during initial transit from Carnegie Mellon to the Development Partner Organization's site and during the return trip from the Development Partner Organization's site to Carnegie Mellon. At Carnegie Mellon's option, any hotel and/or meals during such transit may be reimbursed at cost or Carnegie Mellon may provide a specified per diem. Otherwise, the Student Consultant will be responsible for any and all other miscellaneous travel expenses other than airfare.

C. RESPONSIBILITIES OF CARNEGIE MELLON

Carnegie Mellon will make information about the Program available to students who express an interest in participating in the Program. Carnegie Mellon shall assist in the selection and placement of the student(s) with *[Development Partner Organization]*.

The Program Director or his delegate may join the Student Consultant sometime within the first two weeks of their assignment in *[Development Partner Organization location]* in order to consult with *[Development Partner Organization leader]* and their staff and to help facilitate a good start to the project collaboration. Carnegie Mellon will be responsible for all travel costs of the Program Director. The Program Director may otherwise liaise with the student and/or Development Partner Organization from time to time to monitor progress under the Memorandum.

D. RESPONSIBILITIES OF [DEVELOPMENT PARTNER ORGANIZATION]

1. Before the Student Consultant arrives in *[Development Partner Organization location]*, *[Development Partner Organization]* will:

- a) Assist the Student Consultant and Program Director in securing visas if necessary.
- b) Provide information as to the types of ICT existing problems and new opportunities they would like to address during the Term.

2. For the duration of the Term in *[Development Partner Organization location]*, *[Development Partner Organization]* will provide:

- a) Living accommodations for the Student Consultant.
- b) A stipend of *[mutually agreed upon sum]* per week to cover the cost of meals and incidentals for the Student Consultant.
- c) Staff participation with the Student Consultant to complete the scope of work for the project as defined below.
- d) Any local and/or in-country transportation required by the Student Consultant to implement the mutually agreed-upon scope of work for the project.

E. PROJECT DESCRIPTION

The Carnegie Mellon Student Consultant is encouraged to use a capacity building approach. This approach seeks to (a) expand the capacity of the Development Partner Organization to use ICT to support its mission; (b) by working only in ways that are sustainable by the Development Partner Organization; and (c) lead to an enhanced vision of how the Development Partner Organization can use ICT to meet its mission.

A typical project is expected to include the following elements:

1. Develop a context analysis, partnership scope of work, and work plan

The Student Consultant would work with the Development Partner Organization to broadly investigate the organizational, programmatic, and technical context in which the problems and opportunities exist. This information will be used to clarify the issues and distill a scope of work for the project for the collaboration.

Areas of technical concentration

The Student Consultant might offer expertise on a wide variety of ICT topics, including web site design, information systems development, networking, hardware and software configuration, programming, and more. The scope of work for the project will be crafted to take advantage of the relative strengths of the Student Consultant.

2. Implement a collaborative work plan and document outcomes

The collaboration is expected to involve the Student Consultant and Development Partner Organization working together to implement the scope of work for the project in ways that build sustainable capacity in the Development Partner Organization. The Student Consultant would be expected to document outcomes as they are observed.

3. Provide final report

Student Consultant is encouraged to offer initial transitional assistance via email to [*Development Partner Organization*] regarding the implemented technical capability used in the project for one month after returning from [*Development Partner Organization location*]. Within one month of returning from [*Development Partner Organization location*], the Student Consultant will provide a final report on the project.

F. ANTICIPATED WORK PLAN AND TIME SCHEDULE

Starting Month, likely May	Remotely begin context analysis, gathering information about the issues faced by the Development Partner Organization, and the state of technology in their organization.
Arrival date, likely in late May or early June to be mutually agreed upon	Student Consultant and Program Director or his delegate arrive in <i>[Development Partner Organization location]</i> . Program Director typically arrives several days after Student Consultant.
Week 1	Project orientation. Complete context analysis, document current state of ICT use in and by the Development Partner Organization; identify outstanding technology problems or new opportunities to use technology to meet the Development Partner Organization's mission. During week 1 or 2, the Program Director or his delegate leaves, but continues to serve as a resource to Student Consultant.
Week 2	Analyze identified problems and opportunities, generate alternative approaches, anticipate impacts, gauge feasibility, and arrive at a scope of work for the remainder of the Term.
Weeks 3-10	Perform scope of work, document outcomes.
Week 10	Complete on-site scope of work, plan for transition to remote support.
Approximately 10 weeks from arrival date	Student Consultant departs from <i>[Development Partner Organization location]</i> .
Approximately one month after return date	Provide follow up initial transitional assistance via e-mail for sustaining new technical capacity; provide final report.

G. INTELLECTUAL PROPERTY

Any and all intellectual property, materials and other work product (including any patents, copyrights, or other intellectual property rights therein) created by Student Consultant under this Memorandum (collectively, "Student Work Product") will be owned by the Student Consultant. However, any pre-existing materials provided by Development Partner Organization for use in the Project will remain the property of Development Partner Organization, though Carnegie Mellon and its Student Consultant are hereby granted a license to use such materials for the project. In addition, any intellectual property, materials or other work product jointly created by Student Consultant and one or more employees of Development Partner Organization (such that they would be joint inventors or joint copyright holders under relevant intellectual property law) will be jointly owned by Student Consultant and Development Partner Organization, with each party able to use the jointly-created work without accounting to the other and without the consent of the other.

The undersigned Student Consultant hereby grants to Development Partner Organization a worldwide, non-exclusive, perpetual, royalty-free right and license to copy, modify, publish, distribute and otherwise use any and all Student Work Product submitted by the Student Consultant under this Memorandum for purposes consistent with Development Partner Organization's status as a [government ministry, non-governmental or non-profit organization].

Each Student Consultant also hereby grants to Carnegie Mellon a perpetual, non-exclusive, worldwide, royalty-free license to publicly perform, publicly display, modify, create derivatives of and otherwise use for academic, educational, administrative or research purposes (a) any and all Student Work Product, and (b) any and all Recordings (as defined in Section K below).

H. WARRANTY

NEITHER CARNEGIE MELLON, THE PROGRAM DIRECTOR, THE STUDENT CONSULTANT, NOR ANY OTHER MEMBER OF THE CARNEGIE MELLON TEAM MAKE ANY WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE WORK TO BE PERFORMED UNDER THIS MEMORANDUM. CARNEGIE MELLON AND STUDENT CONSULTANT(S) SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NO PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS MEMORANDUM.

I. TERMS OF AMENDMENT

This Memorandum shall remain in force through the Term. It may be amended by the exchange of letters mutually executed between the Parties. Such amendments, once approved by the Parties, will become part of the Memorandum.

J. PUBLICATIONS

Carnegie Mellon, the Program Director, and the Student Consultant may publish reports or papers concerning the work performed under this program consistent with academic standards, and will acknowledge *[Development Partner Organization]* as a sponsor and partner

K. RECORDINGS

Student Consultant and *[Development Partner Organization]* hereby grant Carnegie Mellon (and/or third parties working on its behalf) permission to make audio and/or video recordings of the work performed by them and/or their participation during the Program (the "Recordings") and hereby grant Carnegie Mellon the perpetual, irrevocable, worldwide right and license to publish, reproduce, exhibit, distribute, broadcast, sublicense, edit and/or digitize the Recordings in whatever form for Carnegie Mellon's academic or research purposes relating to the Program and/or for educational or promotional purposes consistent with Carnegie Mellon's status as a 501(c)(3) non-profit corporation.

L. ENTIRE AGREEMENT

This Memorandum, its attachments and the applicable scope of work constitute the entire agreement between Carnegie Mellon, the undersigned Student Consultant and *[Development Partner Organization]* regarding the subject matter of this Memorandum, superceding any and all prior oral or written understandings. The laws of the Commonwealth of Pennsylvania and the United States of America, without regard to its conflicts of laws provisions, apply to this Memorandum.

M. APPROVAL

Intending to be legally bound, this Memorandum of Understanding is approved by:

Signature: _____
Name: *[Development Partner Organization leader]*
Designation: *[Development Partner Organization leader title]*
On behalf of *[Development Partner Organization]*

Date: _____

Witness Signature: _____
Witness Name: _____
Witness Designation: _____

Date: _____

Signature: _____
Name: Susan Burkett
Designation: Associate Vice President for Research and Academic Administration
On behalf of Carnegie Mellon University

Date: _____

Witness Signature: _____
Witness Name: _____
Witness Designation: _____

Date: _____

Signature: _____
Name: [Student]

Date: _____

Witness Signature: _____
Witness Name: _____

Date: _____