



Memorandum of Cooperation

Pacific Islands Universities Research Network

PIURN

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PREAMBLE

The Pacific Islands Universities have recognised that there is significant benefit to their institutions and to the communities they serve in establishing a regional research network. The functioning of the network is documented in this Memorandum of Cooperation through a set of rules of procedures.

The Network represents a collaborative agreement between universities administered through the Office of the Network Director, hosted by one of the member universities. The network in its present conception is not envisaged as a separate legal entity.

Universities that endorse this Memorandum of Understanding agree to use their combined resources in pursuit of a common goal to strengthen research and research training capability in the Pacific region without compromise to their autonomy or intellectual property rights entitlements.

DEFINITIONS

In this Memorandum of Cooperation, unless the context otherwise requires:

- a) **“Pacific Island Countries”** means all the twenty two (22) Pacific island countries served by the Office of the Network Director of the Pacific Community;¹
- b) **“Network”** means the Pacific Islands Universities Research Network (PIURN);
- c) **“Agreement on the Establishment of the Pacific Islands Universities Research Network”** or **“The Agreement”** is the agreement signed on 10 July 2013 by the Founding Pacific Islands Universities and witnessed by the Pro Vice-Chancellor (Research & International) of the University of the South Pacific;
- d) **“Pacific Islands Universities”** means the original founding universities, as listed in the Agreement, and any other eligible universities accepted as participants in the Network. The founding universities, in alphabetical order, are the Fiji National University, National University of Samoa, Pacific Adventist University, Papua New Guinea University of Natural Resources and Environment, The University of Fiji, The Papua New Guinea University of Technology, The University of the South Pacific, University of French Polynesia, University of Goroka, University of New Caledonia and University of Papua New Guinea;
- e) **“Associate Universities”** are defined in Article 5.2 of this Memorandum of Cooperation;

¹ American Samoa, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Guam, Kiribati, Marshall Islands, Nauru, New Caledonia, Niue, Northern Mariana Islands, Palau, Papua New Guinea, Pitcairn Islands, Samoa, Solomon Islands, Tokelau, Tonga, Tuvalu, Vanuatu, and Wallis and Futuna.

- f) **“Network participants”** means the Pacific Islands Universities, Associate Universities and those institutions accepted as members under Article 5.4 of this Memorandum of Cooperation;
- g) **“The Office of the Network Director”** means the secretariat of PIURN set up in accordance with Article 2 and Article 6.2 of this Memorandum of Cooperation;
- h) **“Host university”** is the Pacific Islands University at which the Office of the Network Director is located;
- i) **“Board of Management”** or **“The Board”** means the Board established by Article 6.1 of this Memorandum of Cooperation and having membership as specified in Article 6.2. The persons appointed or elected to the Board are referred to as **“Board of Management Members”** or **“Members”**;
- j) **“Chairperson”** means the Board of Management Member appointed as such from time to time in accordance with Article 6.8 of this Memorandum of Cooperation to fulfil the functions of chair under this Memorandum of Cooperation;
- k) **“General Meeting”** is a meeting convened in terms of Article 6.7 to elect the non-permanent members of the Board of Management;
- l) **“Network Director”** or **“Director”** means the person appointed as such from time to time in accordance with Article 6.24 of this Memorandum of Cooperation to fulfil the functions of Network Director under this Memorandum of Cooperation;
- m) **“Implementation Committee”** means a committee whose members are senior representatives of the Pacific Islands Universities, in accordance with Article 7 of this Memorandum of Cooperation responsible for coordinating the implementation of programme and project initiatives approved by the Board; and
- n) **“Financial year”** means such accounting year period as the Board of Management may determine from time to time consistent with the practices of the university hosting the Office of the Network Director.

RULES AND PROCEDURES

1. NAME, MISSION, OBJECTIVES AND FUNCTION

Name

- 1.1 The name of the organisation shall be the Pacific Islands Universities Research Network (PIURN).

Mission

- 1.2 The mission of the Network is to enhance research, innovation and collaboration to better serve the needs and aspirations of Pacific communities.

Objectives

- 1.3 The objectives of the Network are to:
- a) Validate and generate knowledge through research and publication on priority challenges in the Pacific region;
 - b) Share physical and intellectual resources, in an equitable manner, to facilitate quality research;
 - c) Develop shared research training initiatives;
 - d) Collectively work with regional and international organizations to strengthen the quantity and quality of research conducted in fields of major importance;
 - e) Strengthen research content in the curriculum and in teaching, with a focus on strengthening the postgraduate training and enhancing joint degrees at the Masters and PhD levels;
 - f) Protect and apply local and indigenous knowledge systems;
 - g) Provide research policy advice at the regional and national levels; and
 - h) Use the knowledge generated through research for the well-being of the Pacific Island communities.
- 1.4 The main function of the Network is to implement the objectives listed in Article 1.3.

2. OFFICE OF THE NETWORK DIRECTOR

- 2.1 The Office of the Network Director shall be hosted by one of the Pacific Islands Universities as determined from time-to-time by the Board of Management.
- 2.2 A university will normally host the Office of the Network Director for a period of three (3) years, and may charge a service fee, the amount of which will be agreed upon between the university and the Board of Management.
- 2.3 The main role of the Office of the Network Director is to facilitate the activities of the Network in accordance with the objectives listed in Article 1.3.

3. COMMENCEMENT

- 3.1 This Memorandum of Cooperation will come into effect once approved by the participating Pacific Islands Universities.

4. EFFECT OF MEMORANDUM OF COOPERATION

- 4.1 Immediately upon its adoption by the Pacific Islands Universities, this Memorandum of Cooperation shall be binding upon the Network Participants and upon the Board of Management and any other boards or committees established by the Board of Management pursuant to this Memorandum of Cooperation.
- 4.2 Continuing membership of PIURN will depend upon a member university abiding by this Memorandum of Cooperation.

5. MEMBERSHIP IN THE NETWORK

- 5.1 Full Membership of the Network is open to all higher education research institutions of the Pacific Island Countries with strong interest and expertise in developing quality research for the direct benefit of the region;
- 5.2 Universities not eligible for full membership, but which conduct activities highly relevant to PIURN, may join the Network as Associate Universities.

Procedures for Joining

- 5.3 Applications for membership to the Network shall be in the form of an official letter to the Chairperson of the Board of Management from the Executive Head of the interested institution. The letter should include the name and contact information of the designated representatives for consideration as the Board of Management Member, and the representative on the Implementation Committee. The letter from the university should also document the institution's research profile consistent with the objectives of PIURN (Article 1.3)

- 5.4 A university effectively becomes a full participating member or an associated member of the Network once the application for membership submitted by that institution in terms of Article 5.3 is accepted by two thirds of the existing Board of Management Members, present and voting during a convened meeting of the Board of Management.

Responsibilities of Members and Associate Universities

- 5.5 Joining the Network implies acceptance of its mission and objectives. Universities are expected to work together in a spirit of cooperation in order to enhance research, innovation and collaboration to better serve the needs and aspirations of Pacific communities.
- 5.6 Universities are expected to work towards the following:
- a) Collect and provide essential data on research in the Pacific region, and map or audit institutional research capacity;
 - b) Support and disseminate research outcomes;
 - c) Share or exchange research-related standards, policies and information about academic (research and postgraduate training) programs; store research-related policy documentation and resources (such as postgraduate policies of each member university, ethics-related policies, research permits requirements of Pacific island countries);
 - d) Foster research student and staff exchanges;
 - e) Hold a PIURN Annual/Biennial Conference, during which training courses, seminars, workshops, and awards for research can also be held concurrently;
 - f) Support grants applications and resource mobilization; and
 - g) Promote the establishment of a Pacific Regional Research Council to create a link between PIURN and the regional governments.
- 5.7 Associate Universities are expected to work with the Pacific Islands Universities in carrying out activities identified in (a) through (g) above, as appropriate.

Withdrawal from the Network

- 5.8 Withdrawal of a university from the Network shall be by written notice to the Chairperson of the Board of Management. The minimum period of notice will be ninety (90) days and withdrawal will take effect at the start of the academic year that follows.

6. BOARD OF MANAGEMENT

- 6.1 The Board of Management shall be composed of up to sixteen (16) persons. All the Pacific Islands Universities shall be entitled to be represented. The remaining vacancies for the at-large positions will be elected from among nominees from any of the Network Participants, as stipulated in Article 6.7 of this Memorandum of Cooperation.
- 6.2 The Board of Management shall be the governing board of the Network and shall manage the affairs and funds of the Network through the Office of the Network Director as depicted in the structure shown in the Appendix.
- 6.3 The Board of Management shall:
- a) make or cause to be made in the name of the Network any kind of deed or contract which the Network may lawfully enter into through the host university ;
 - b) incur the liabilities and authorise expenditures on behalf of the Network through the host university; and
 - c) generally exercise all such other rights and power and do all such acts and things as the Network is by its Memorandum of Cooperation authorised to exercise and do.
- 6.4 The Board of Management Member for a Pacific Islands University should be the Executive Head of the institution or their representative.

Board of Management Membership

- 6.5 The initial Board of Management shall comprise one (1) representative from each Pacific Islands University. These Universities will have permanent representation on the Board. The number of persons on the Board shall not exceed sixteen (16). A minimum of fifty percent (50%) of voting Board of Management Members will constitute a quorum.
- 6.6 The Board of Management may allow additional persons to participate in Board meetings as experts, observers or invited guests, as appropriate. Such persons will not have voting rights.
- 6.7 Nominations for the at-large positions may be made by any of the Network Participants. They shall be elected by a General Meeting of all the Pacific Islands Universities for a term of two years. At-large Board of Management Members may serve three consecutive terms. The general meeting shall be chaired by the Chairperson of the Board of Management and shall be by telephone or other instantaneous electronic communication method. Nominations for the vacant positions shall be communicated to the Chairperson one (1) week in advance of the

meeting for dissemination to all the Pacific Islands Universities. Election shall be by simple majority.

- 6.8 The Board of Management shall appoint from among its nominated Pacific Islands Universities representatives a chairperson who shall preside at meetings of the Board of Management. The Chairperson shall be appointed for a period of three (3) years. The Chairperson must inform the Board of Management in writing if they wish to vacate the office of Chairperson.
- 6.9 The Board of Management shall also appoint a Vice-Chairperson from among all its members, who shall preside at meetings of the Board of Management whenever the Chairperson is unavailable.
- 6.10 The Chairperson or in his or her absence the Vice-Chairperson shall represent the Network Participants on appropriate official and ceremonial occasions as designated by the Board of Management.

Vacating Board Membership and Replacement

- 6.11 Membership of the Board shall be vacated by a person:
- a) if the person resigns office by delivering a written resignation to the Chairperson of the Board of Management;
 - b) on death of the person;
 - c) if the person ceases to be qualified as a Member under the Memorandum of Cooperation or by law;
 - d) if the Pacific Island University which had appointed the person ceases to be a member of the Network;
 - e) if the Network Participant withdraws authorisation in writing to the Chairperson for the person to represent the Network Participating Institution on the Board of Management.

Responsibilities and Functions of the Board of Management

- 6.12 The Board shall have overall policy and fiduciary responsibility for the Network.
- 6.13 The Board:
- a) in consultation with the Network Director, will be responsible for assisting the Implementation Committee with resource mobilization and assuring the quality and credibility of the Network;

- b) will review work plans and reports prepared by the Implementation Committee and the Network Director;
- c) will provide policy direction on programme development; and
- d) will determine the annual fee to be paid by Network Participants to support the Office of the Network Director.

Meetings of the Board Management

- 6.14 The Board of Management shall meet to transact its business not less than two (2) times per year. At least one such meeting should be face-to-face, subject to funding availability.
- 6.15 The date and time of a Board of Management meeting shall be as determined by a previous meeting or, where no such determination has been made, by the Chairperson of the Board of Management on the advice of the Network Director, in which case, at least three (3) weeks' notice will be given to the Board of Management by the Chairperson.
- 6.16 Notification of meetings shall be made by the Director in writing, by facsimile or electronic mail to each Board of Management Members. The notice shall specify the date, time, place and agenda for the meeting.

Procedure at Meetings of the Board of Management

- 6.17 Meetings of the Board of Management shall be presided over by the Chairperson or, in the absence of the Chairperson, the Vice-Chairperson or, in the absence of the Vice-Chairperson, by a Board Member elected by the other Board Members present.
- 6.18 The Board of Management shall determine its own procedures and policies for the conduct of meetings.
- 6.19 The Board of Management shall keep a record of its proceedings.
- 6.20 The quorum for a meeting of the Board of Management shall be a simple majority of the Board Members then in office.
- 6.21 All decisions of a meeting of the Board of Management, except where otherwise stated in this Memorandum of Cooperation, must be agreed to by a majority of the votes of the Board Members present at the meeting.
- 6.22 The Board of Management Members may participate in Board meetings by telephone or other instantaneous electronic communication method, and Members so participating shall be deemed present at the meeting for all purposes, provided that the Office of the Network Director can provide technical facilities for this

purpose and subject to availability of funds. If arrangements for electronic participation cannot be arranged, Members are to be advised at least two (2) weeks before the meeting is scheduled to take place.

- 6.23 Where an urgent decision needs to be taken outside of a normal Board meeting, rules developed by the Board of Management will apply.

Appointment and Terms of Reference of the Network Director

6.24 The Board of Management:

- a) shall appoint a Network Director subject to the agreement of the host university;
- b) in consultation with the host university determine the terms of reference for and conditions of appointment of the Network Director; and
- c) may terminate the appointment of the Network Director with due notice, subject to the terms and conditions of employment by the Network host university.

6.25 The Network Director must be based at Office of the Network Director located at the host university.

6.26 The Network Director is responsible for the daily operations of the Network, and, as depicted in the structure shown in the Appendix, shall work closely with the Implementation Committee and any programme taskforce set up by the Implementation Committee in accordance with Article 7.5. He/she shall act in accordance with any decision made by a meeting of the Implementation Committee, and report to the Chairperson of the Board of Management.

6.27 The Network Director shall be responsible for establishing and managing the Office of the Network Director.

Financial Management

6.28 The Board of Management shall approve the annual budget to be managed through the host university.

6.29 Rules for financial management will be developed by the Board of Management in consultation with the host university.

Conflict of Interest

6.30 The Board of Management should develop a conflict of interest policy to ensure that the interests of all Network Participants are safeguarded.

Conflict Resolution Mechanism

- 6.31 The Board of Management should develop a conflict resolution mechanism policy to ensure that the interests of all Network Participants are safeguarded.

Board of Management Liability

- 6.32 The Network Participants shall each be responsible for every conduct, action, and/or omission of its representatives facilitated in the context of the Network.
- 6.33 The Board and its Members shall not be liable, nor jointly and severally liable, for the conduct, action, and/or omission of the representatives of the Network Participants facilitated in the context of the Network.

7. IMPLEMENTATION COMMITTEE

- 7.1 The Implementation Committee shall have overall responsibility for coordinating the implementation of programme and project initiatives consistent with the policies set by the Board of Management and for meeting the operational targets of the Network, as depicted in the structure shown in Appendix.

Implementation Committee Membership

- 7.2 The Implementation Committee shall consist of one senior representative from all the Pacific Islands Universities with some direct responsibility for research management within the university.
- 7.3 The Network Director will attend meetings of the Implementation Committee as ex-officio and will not be eligible to vote.
- 7.4 The term of service of an Implementation Committee member will be determined by the nominating Pacific Islands University.

Responsibilities and Functions of the Implementation Committee

- 7.5 The functions of the Implementation Committee will include:
- a) reviewing the work plans prepared by the Network Director;
 - b) making recommendations to Pacific Islands Universities on programme development;
 - c) developing research and project proposals and reviewing them, as appropriate;

- d) making recommendations as appropriate to the Board of Management, in fulfilment of its overall responsibility for implementing Network activities;
- e) approving membership of any ad hoc programme taskforces drawn from participating institutions and other experts to deliver specific programme outcomes, in accordance with sponsors requirements as identified in the scope of funded projects; and
- f) performing such other tasks as may be determined by the Board of Management in meeting the operational targets of the Network.

Meeting of the Implementation Committee

7.6 The Implementation Committee shall meet physically and virtually, as necessary, provided that technical facilities are available and subject of the availability of funding. Technical experts may be invited to attend in an advisory capacity. The Committee will decide its procedures for the conduct of meetings consistent with the practices of the Board of Management.

8. AMENDMENTS TO THIS MEMORANDUM OF COOPERATION

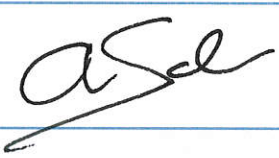
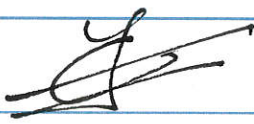


8.1 The Network may from time to time, upon resolution passed by a two-thirds vote of the Board of Management Members called for that purpose, change its name or alter, vary, rescind or add to the objectives or other provisions of this Memorandum of Cooperation.

9. DISSOLUTION

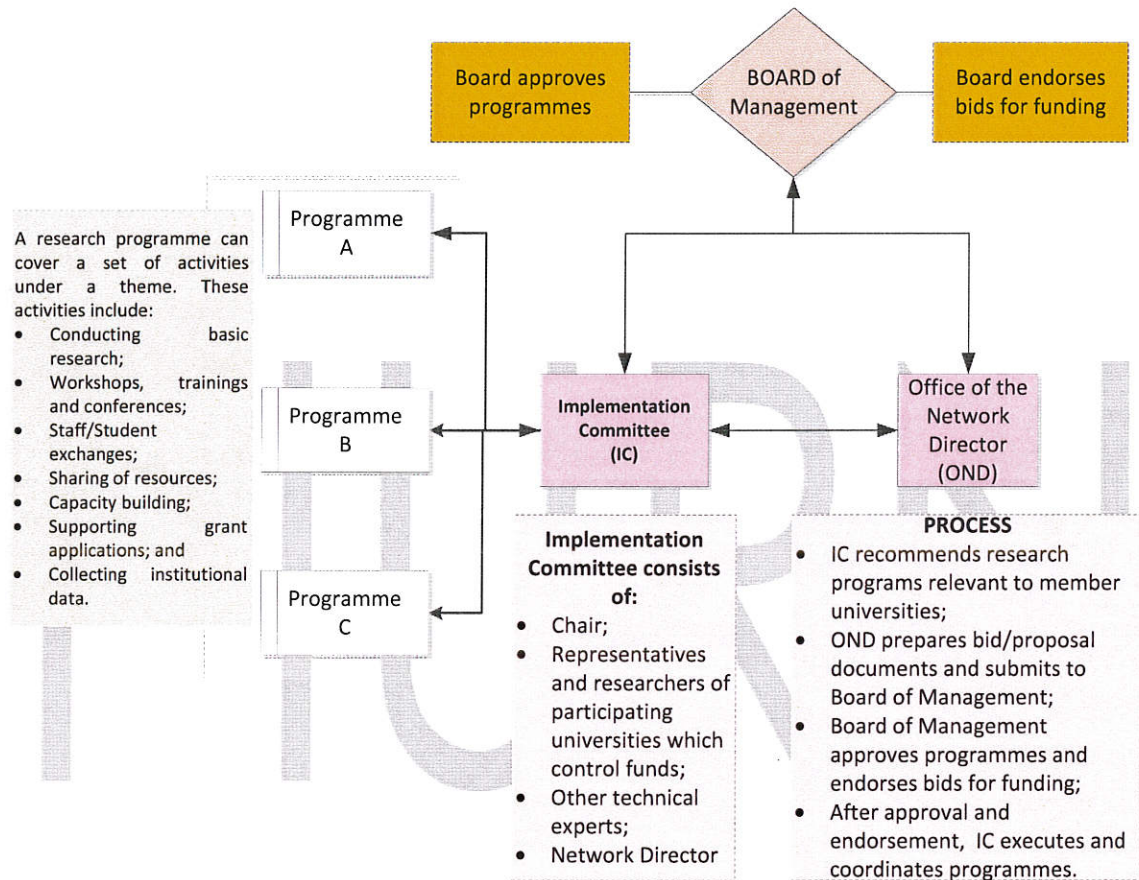
9.1 The Network shall be dissolved upon a resolution passed by a two-thirds vote of the Members at a meeting called for the purpose. Not less than twenty-eight (28) days written notice shall be given to all Pacific Islands Universities specifying the purpose of the meeting.

10. DURATION

10.1 This Memorandum of Cooperation shall become effective upon signature by the authorised officials from the founding Pacific Island Universities and will remain in effect until any amendment is approved in accordance with Article 8, or until the Network is dissolved in accordance with Article 9.

University	Authorised Official	Position	Signature	Date
Fiji National University				
National University of Samoa				
Pacific Adventist University				
Papua New Guinea University of Natural Resources and Environment				
The University of Fiji				
The Papua New Guinea University of Technology	Albert SCHRAM, VC			6/11/14
The University of the South Pacific				
University of French Polynesia				
University of Goroka				
University of New Caledonia	Gael LAGARDE President			
University of Papua New Guinea				

APPENDIX: Structure of PIURN



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