

MEMORANDUM OF UNDERSTANDING

Between
Salisbury University
and
[Entity name]

This Memorandum of Understanding ("MOU"), effective on the last date of signature below ("Effective Date"), is hereby entered into by and between the Salisbury University ("SU"), a public agency and instrumentality of the State of Maryland, located in Salisbury, Maryland, on behalf of the Salisbury Maryland [insert college/school/department ("abbreviation")], and [other party ("abbreviation")], [enter information about structure and location of company], each a "Party" and collectively the "Parties."

Purpose. The Parties share interests in [insert relevant language]. Based on these premises and for good and valuable consideration, the Parties hereby agree as follows:

1. **Scope of Project.** [Describe the project, purpose, and/or background]
2. **Responsibilities of SU.** SU shall be responsible for:
 - (a) [insert information]
 - (b) [insert information and continue list as necessary]
3. **Responsibilities of [other party].**
 - (a) [insert information]
 - (b) [insert information and continue list as necessary]
4. **Financial Arrangements.** [Insert funding language. If no funding is involved, insert the following: This is an unfunded MOU. Any financial arrangements shall be negotiated separately and will depend on the availability of funds.]
5. **Intellectual Property Rights.** SU will own all rights, title to, and interests in any and all intellectual property ("IP") that is created, conceived of, reduced to practice, or authored solely by SU employees. SU and [insert party] will jointly own all rights, title to, and interests in any and all IP that is created, conceived of, reduced to practice or authored jointly by SU and [insert party] employees. [Insert party] will own all rights, title to, and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by its employees.
6. **Confidentiality.** If the Parties desire to exchange confidential information pursuant to this MOU, the Parties shall first enter into a written Non-Disclosure Agreement signed by the authorized officials of each Party.
7. **Export Control.** The Parties shall not exchange or disclose to each other technical data that are subject to U.S. export control laws and regulations. SU has many students and faculty that are non-U.S. persons and SU utilizes some information systems (i.e. cloud services) that are not certified for receiving Export Controlled Information. The transfer of Export Controlled Information is prohibited under this MOU. "Export Controlled Information" means confidential technical information that is required for the design, development, production, manufacture, assembly, operation, repair, testing maintenance or modification of commodities controlled under the Commerce Control List of the

Export Administration Regulations or the U.S. Munitions List of the International Traffic in Arms Regulations. Export Controlled Information does not include information in the public domain, as that term is defined in the applicable regulations (EAR Part 772 or ITAR 120.11); information concerning general scientific, mathematical or engineering principles commonly taught in universities; basic marketing information on function or purpose or general system descriptions, or information resulting from the performance of fundamental research.

8. Term and Termination.

- (a) This MOU shall remain in force for a period of [insert time frame] after the Effective Date and may be renewed or extended by mutual written consent of the Parties.
- (b) The Parties may terminate this MOU at any time by mutual agreement. [If funding or equipment is involved, insert information about the handling of any costs or equipment in the event of termination.]
- (c) Either Party may terminate this MOU for convenience at any time provided that the terminating Party provides thirty days written notice prior to termination. [If funding or equipment is involved, insert information about the handling of any costs or equipment in the event of termination.]

9. **Contacts and Notices.** Any notice required to be given under this MOU shall be given in writing and delivered (1) in person with documentation of receipt; (2) by facsimile or via email of scanned document (a PDF is sufficient) with documentation of delivery; or (3) by first class mail, postage prepaid and addressed to each Party's designated contact, identified below, or such other person a party may subsequently designate in writing. A notice shall be deemed effective when received. Notices shall be delivered to:

SU Administrative Contact: [insert name]
(authorized official) [insert address]
[email address]

SU Technical Contact: [name]
(not authorized to make changes) [address]
[phone]
[email]

Sponsor Administrative Contact: [name]
(authorized official) [address]
[other contact info]

Sponsor Technical Contact: [name]
[address]
[other contact info]

10. General Terms and Conditions.

- (a) Modifications. Any modification of this MOU shall be effective only upon the mutual written agreement of authorized representatives of both Parties.
- (b) No Third Party Beneficiaries. This MOU is for the benefit of the Parties; there are no third party beneficiaries.

- (c) No Waiver. The failure of either Party to enforce any term of this MOU shall not be deemed a waiver of any rights contained herein.
- (d) Relationship. Nothing in this MOU shall be construed to create a partnership, agency, or joint venture between or among the Parties. Neither Party has authority to make any statements, representations, or commitments of any kind on behalf of the other Party except as the Parties may agree in writing.
- (e) Assignment. This MOU and any rights and obligations hereunder shall not be assigned without the prior written consent of the non-assigning Party, which shall not be unreasonably withheld.
- (f) Liability. Each Party assumes full responsibility for the acts or omissions of its respective employees, agents, and representatives acting within the scope of their employment. IN NO EVENT WILL EITHER PARTY OR THEIR OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, LOSS OF PROFITS, DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF THE EXISTENCE AND/OR USE OF THIS MOU EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SU's liability shall be governed exclusively in accordance with Maryland Code Annotated, State Government Article, Title 12, as amended from time to time.
- (g) Disclaimer of Warranties. SU shall use reasonable efforts to carry out the scope of this MOU, but results are provided **AS IS**. THE STATE OF MARYLAND, UNIVERSITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES JOINTLY AND SEVERALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR ARISING BY OPERATION OF LAW, REGARDING RESULTS THAT MAY BE CONTEMPLATED, ANTICIPATED, OR DEVELOPED BY EITHER OR BOTH PARTIES; THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL VALUE, AND/OR FREEDOM OF RESULTS FROM INFRINGEMENT OF ANY PATENT, COPYRIGHT, OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.
- (h) Disputes. The Parties will work to resolve disputes amicably and may elevate disputes to their chief executives if such disputes cannot be resolved at the project level.
- (i) Force Majeure. Neither Party will be liable for any cancellation, delay, or change in location, programming, or performance caused by or related to events beyond the Party's reasonable control, including but not limited to weather emergencies, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), or other acts of God; acts of the State in its sovereign or contractual capacity; civil unrest; labor disputes or stoppages; utility outages; threats to regional or national security; or any other occurrence that, in the opinion of the Party, is potentially dangerous to its personnel, students, visitors, or the general public ("Force Majeure Event"). The effects of such cancellations, delays, or changes may include, without limitation, (i) campus or facility closures, (ii) the cancellation or rescheduling of programs and/or events, (iii) the cancellation or termination of certain contractual engagements, and/or (iv) implementation of isolation and/or quarantine

procedures or other government directives. The Party so affected by any Force Majeure Event shall not be responsible for any direct or indirect costs or expenses incurred by the other Party resulting from any such cancellation, delay, or change in location, programming, or performance. The Party so affected by any Force Majeure Event will notify the other Party, in writing, as soon as reasonably possible and will promptly recommence performance, if possible, after the Force Majeure Event ceases to affect the Party.

- (j) Governing Law. This MOU shall be governed by the laws of the State of Maryland without references to its conflicts of laws principles.
- (k) Entire Agreement. This MOU constitutes the entire agreement and understanding by and among the Parties on the subject matter presented herein and supersedes any and all prior agreements, understandings, or commitments, written or oral, between the Parties. There are no representations, warranties, agreements or understandings, express or implied, written or oral between the Parties relating to this subject matter that are not fully expressed herein. This MOU may be executed in duplicate and each original shall be equally effective. The Parties accept electronic delivery of the executed MOU.

AGREED TO:

[OTHER PARTY]

SALISBURY UNIVERSITY

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date