MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the

University of Delaware, a nonprofit institution of postsecondary education chartered

under the laws of the State of Delaware, with its principal place of business in

Newark, Delaware (hereinafter referred to as "University") by and though \_\_\_\_\_\_and \_\_\_ (hereinafter referred to as "\_\_\_").

The purpose of this MOU is to identify generally the requirements of the parties in establishing a collaboration to [INSERT PURPOSE]. This collaboration promotes [INSERT] through the sharing of knowledge, skills, and beliefs. University’s participation with \_\_\_\_\_\_\_ will support the goal of fostering meaningful partnerships which work towards [INSERT].

**1. Description of Services**

University shall render the following services:

# \_\_\_\_ shall render the following services:

# 2. Funding and Payment

The parties agree that costs arising from the activities developed under this MOU will be financed by the party that incurs them such that each party will be responsible for all of its own costs to perform under this MOU. No transfer of funds between the parties is implicated in this MOU. The Parties may mutually agree in writing to adopt alternate financing mechanisms to carry out specific activities as deemed appropriate.

**3. Term**

This MOU will become effective on the date on which the last party signs and will remain in force for one (1) year from that date unless terminated earlier as hereinafter provided. During or at the end of that time, it may be extended as mutually agreed upon in writing.

**4. Termination**

Either party may terminate this MOU upon giving thirty (30) days prior written notice

to the other party without incurring any liability or obligation to the terminated party. Upon receipt of a notice of termination, the receiving Party shall take immediate steps to stop the accrual of any additional obligations hereunder.

**5. Intellectual Property/Work Product**

The parties agree that any existing intellectual property or intellectual property created outside of this relationship shall remain the property of the creating party(ies). Ownership of intellectual property created hereunder will be determined in accordance with applicable U.S. intellectual property laws.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared under this MOU are the property of the creating party(ies).

6. **Publications**

The parties will have the right to publish collaboration results.

**7. Export Control**

The parties agree that the performance pursuant to this MOU will be in compliance with U.S. Export Control and Trade Sanction regulations.

**8. University Endorsements/Use of Name**

In no event shall \_\_\_ (or its successors, employees, agents, or contractors)

state or imply in any publication, advertisement, or other medium that University

has approved, endorsed, or tested any product or service. In no event shall

University's performance of the services be considered a test of the effectiveness or the basis for any endorsement of a product or service. \_\_\_\_ shall have no right to use, and shall not use, the name of University (or the names of any University faculty member, student, employee, or agent), in any publicity, advertising, or news release without University's prior written approval. University may publish information about this MOU in its internal publications.

**9. Notices**

Each notice, request, or demand given or required to be given pursuant to this MOU

shall be in writing and shall be deemed sufficiently given if deposited in the United

States mail, certified, postage pre-paid, and addressed to the intended recipient or to

such other address as may be specified in writing by the parties. The following

individuals or their successors shall be noticed:

University: Charles Riordan, Ph.D.

Vice President for Research, Scholarship and

Innovation Research Office

124 Hullihen Hall

University of Delaware

Newark, DE 19716

riordan@udel.edu

Phone No. 302-831-4007

Fax No. 302-831-2828

\_\_\_\_: \_\_\_\_

**10. Governing Law and Consent to Jurisdiction**

The construction, validity, performance, and enforcement of this MOU shall be

governed by the laws of the State of Delaware (without giving effect to its conflicts

of laws principles), and shall be litigated in a court of competent jurisdiction in the

State of Delaware. \_\_\_\_ hereby submits to the jurisdiction of the federal and state

courts of the State of Delaware with respect to any proceeding arising out of or

relating to this MOU or any transaction in connection herewith.

**11. Non-discrimination**

In performing the services subject to the MOU, the parties agree that they shall not

discriminate against any employee or applicant for employment because of race,

creed, color, sex or national origin. The parties shall comply with all federal and state

laws, regulations and policies pertaining to the prevention of discriminatory

employment practice. Failure to perform under this provision constitutes a material

breach of contract.

**12. Disclaimer of Warranties**

The parties warrant that services will be performed in a good and workman like

Manner but otherwise make no express or implied warranty as to any matter whatsoever, including the conditions of the research or any invention or product, whether tangible or intangible, made or developed under this MOU, or the ownership, merchantability, or fitness for a particular purpose of the research or any invention or product.

**13. Force Majeure**

Neither party shall be liable to the other for any delays, suspensions, damages, or

failure to perform any of the obligations under this MOU due to, caused by, or

occasioned by reason of Force Majeure. Force Majeure shall mean any

circumstance or event beyond the reasonable control and foresight of the party

unable to perform and which could not have been prevented or avoided by the

exercise of due diligence, prudence, or the adoption of reasonable precautions.

During an event of Force Majeure, the parties' duty to perform obligations shall be

suspended.

**14. Independent Contractor**

In the performance of their obligations under this MOU, the parties shall be

independent contractors, and shall have no other legal relationship, including,

without limitation, partners, joint ventures, or employees. Neither party shall have

the right or power to bind the other party, and any attempt to enter into an

agreement in violation of this section shall be void. Neither party shall take any

actions to bind the other party to an agreement. Nothing in this MOU is intended nor shall be construed to create an employer/employee relationship, partnership, or joint venture between University and \_\_\_\_\_\_.

**15. Assignability**

This MOU is personal to the parties and may not be assigned or otherwise

transferred, in whole or in part, voluntarily, involuntarily, or by operation of law, by

either party without the prior written consent of the other party. Any assignment

attempted to be made in violation of this shall be void and shall provide a basis

on which to terminate this MOU.

**16.** **Interpretation**

The parties acknowledge that each party has reviewed and revised, and has

been given the opportunity to have counsel review and revise, this MOU and

that the normal rule of construction to the effect that any ambiguities are to be

resolved against the drafting party shall not be employed in the interpretation of

this MOU or any amendments or exhibits thereto.

**17. Entire MOU**

This MOU and Attachments hereto represent the entire agreement between the parties

with respect to the subject matter hereof and supersede all prior agreeements and

understandings of the parties as to such subject matter. No change, amendment, alteration (addition to or termination of any provision) shall be effective unless in writing and signed by each of the parties. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this MOU.

IN WITNESS WHEREOF, the parties have entered into this MOU. The signatories hereto

warrant and represent that they have the competent authority to enter into the obligations of this

MOU.

**University of Delaware**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

University Principal Investigator

Date:

**Concurrence**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: Department Chair/Director

Date:

**Research Office**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Cordell M. Overby

Title: Associate Vice President for Research & Regulatory Affairs

Date:

**\_\_\_\_\_**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date: