# Memorandum of Understanding –

# Community-Campus Collaboration

# Memorandum of Understanding Regarding a Collaboration between       (“Organization”) And Regents of the University of Minnesota, a Minnesota Constitutional Corporation, through       (“University”)

# *Organization and University are each a “party” to this MOU. Together they are referred to as “the parties.”*

**PART A – PARTIES**

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| Organization Contact Name and Address: |
| University Contact Name and Address: |

**PART B – BACKGROUND**

Briefly describe the background of your collaboration. What work have you done together to get to this point?

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**PART C – PURPOSE OF THIS MOU**

University and Organization intend to work together in good faith according to the following principles:

[Click here for sample principles.](https://ccph.memberclicks.net/principles-of-partnership)

University and Organization intend to work together as follows:

* Program objectives to be accomplished

* Timeline and important dates

* Responsibilities of the University

* Responsibilities of the Organization

* Roles of key individuals at Organization and university

* Plan for making decisions about the project (e.g., do certain kinds of decisions require consensus of all parties? Are certain team members empowered to make particular kinds of decisions? What process will you use to make decisions about the course of the project?)

* Groups the collaboration will need to consult with about the project, including
  + Do you need approval from the University Institutional Review Board (IRB)?

* + Do you need approval from a Tribal or other community IRB?

* + Will you collect protected health information as part of your project?

**PART D – FINANCIAL MATTERS**

If there is money attached to the collaboration, please answer the following questions.Neither party is required to expend resources it does not have budgeted, or for which a budgeted amount has been withdrawn.

* Who is the fiscal agent for the project?

* What is the plan for sharing financial resources?

**PART E – INTELLECTUAL PROPERTY**

“Intellectual property” (“IP”) can be [copyrights](http://www.copyright.gov/), [patents and trademarks](http://www.uspto.gov/). Generally, if the collaboration will produce curricula, videos, handbooks, training modules, and the like, it will be useful to decide what rights each party has to use them, sell them, and alter them. In addition, sharing credit and authorship is also part of “ownership.” of a product. One helpful process for this conversation can be found at <https://depts.washington.edu/ccph/pdf_files/Guidelines-NC.pdf>

Each party will continue to own its own IP and data. As for IP developed by the collaboration including data that are jointly owned, please indicate one of the following options.

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     Option 1: There is joint ownership of the collaboration’s IP by each party to this MOU (see FAQ on Intellectual Property), without obligation of reporting or auditing. Each organization can use the products of the collaboration in ways that accomplish the purpose of the MOU without consulting with other team members.

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      Option 2: Each party owns the collaboration’s IP, and may use the products in ways that accomplish the purpose of the MOU, but must report these uses to the collaboration.

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     Option 3: Each party owns the collaboration’s IP, and with permission of the collaboration may use the products in ways that accomplish the purpose of the MOU.

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     Option 4: The collaboration’s IP are jointly owned by all the parties, and each party will follow the joint plan for use of the products.

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If there are data that will be jointly owned:

* How and where will data be stored? (Note that it is possible for either organization to store the data without being the sole owner of the data.)

* Who can access the data? How publically available will the data be?

* How will future uses of the data be decided?

**PART F – LEGAL MATTERS**

Term. From:       To:       The parties may amend or renew this MOU by mutual written agreement. A party may terminate this MOU at any time, giving the other party at least 30 days notice and working in good faith to help transition the work or help the other party wind down its efforts.

Use of Name or Logo. Neither party will use the name, logo, or other marks (including, but not limited to, colors and music) owned by or associated with the other or the name of any representative of the other in any promotion, advertising, or publicity without the other’s written permission. For university units, co-branded communication(s) or marketing material(s) must be reviewed and approved by your collegiate/unit communicator.  If additional questions regarding the material(s) exist, the collegiate/unit communicator will consult with the Office of University Relations.

It is important not to use the names, logos, or other marks of the parties too closely together, as that can weaken the owner’s rights in them.

Relationship. The parties are independent entities, not employees, agents, partners, or any other relationship, and neither shall have any authority to bind the other in any way.

Information. Any information a party receives about non-public personal, financial, or other affairs of the other, its regents, directors, officers, employees, students or clients shall be kept confidential and in compliance with all applicable state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act; the Health Insurance Portability and Accountability Act (HIPAA); and Family Educational Rights and Privacy Act (FERPA). Within 15 days after any termination of this MOU, or earlier request of a party, the other party shall return or certify destruction of all documents, data and other information provided by the party.

Responsibility**.** Each party will be solely responsible for all claims, lawsuits, and direct damages caused by the responsible party's negligence, willful wrong-doing or breach of this Agreement. The University’s liability is subject to the Minnesota Tort Claims Act. At all times during its performance under this MOU, each party will keep in force insurance with coverages sufficient to meet reasonably foreseeable damages caused by the party. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR EXPECTANCY DAMAGES. Any action arising out of this MOU shall be heard by a state court in Minnesota, and each party consents to such jurisdiction.

This means that each party is liable for any damage they cause. Neither party is liable for damage caused by the other party. Each party should have a reasonable amount of insurance.

Miscellaneous (i) This MOU is the complete and final agreement between the parties. Any terms or conditions on any other document or website shall be ignored and have no legal effect. (ii) Only the obligations set out in this Part F are intended to be legally binding and are intended to survive the performance and any termination of this MOU. All other paragraphs are aspirational and not binding commitments. (iv) Neither party may assign this MOU without prior written consent of the other. The laws of the State of Minnesota and the policies and procedures of the University will govern this MOU.

**PART G – SIGNATURE**

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**IN WITNESS WHEREOF**, the parties have entered into this MOU as of the date specified above.

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      Regents of the University of Minnesota

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

Signature Signature

Printed Name Printed Name

Title:       Title:

Date:       Date:

Please contact the Office for Public Engagement (612-624-6876) with any questions about this form.