**[INSTRUCTIONS (DELETE BEFORE SENDING TO OTHER PARTY):**

* This form may be used only by the Research and Innovation Office.
* A change to any of the terms and conditions below must be approved by the Office of the General Counsel.
* The name of the other party must be checked by the University’s Export Controls and International Projects Officer to ensure it does not appear on restricted entity lists, is not located in a sanctioned jurisdiction, and is not otherwise subject to U.S. Government restrictions.
* Agreements for specific projects must be routed to the appropriate University unit for review, approval, and signature in accordance with the [University Administrative Policy: President’s Delegation of Authority](https://policy.umn.edu/operations/delegations) and [Regents Policy: Legal Review of Contracts](https://regents.umn.edu/sites/regents.umn.edu/files/2019-09/policy_legal_review_of_contracts_and_transactions.pdflefindmkaj/https%3A//regents.umn.edu/sites/regents.umn.edu/files/2019-09/policy_legal_review_of_contracts_and_transactions.pdf).

**MEMORANDUM OF UNDERSTANDING (“MOU”)**

**Between**

**Regents of the University of Minnesota**

**Through its**

**Research and Innovation Office (“RIO”)**

**and**

**[other entity name]**

 **RIO** and the **[other entity name]**, wishing to strengthen their academic and scholarly links and cooperation for research between faculty and students of both institutions agree as follows:

**1. Purpose of the MOU.** The purpose of this MOU is to discuss cooperative academic relationships between the two institutions in areas discussed below.

**2. Scope of the MOU.** The parties agree to undertake discussions with the goal of establishing academic and scholarly cooperative projects that are of mutual interest to colleges, departments and students of each institution.

**3. General Areas of Cooperation.**

3.1 Subject to the availability of funds and the written approval of the interested parties of both institutions as provided in Section 5, the institutions shall endeavor to develop plans which could include the following areas of cooperation.

3.1.1 Exchange of faculty members for agreed upon periods of time.

3.1.2 Organization of possible joint activities, including the exchange of
 scientist and technical staff members.

3.1.3 Organization of joint conferences or symposia.

3.1.4 Exchange of students.

3.1.5 Discussions on collaborative fundamental research and educational initiatives.

3.1.6 Discussions on development of joint fundamental research and education proposals to funding agencies in both the countries.

 3.2 Neither **RIO** nor **[other entity name]** shall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in carrying out this MOU.

 3.3 Both parties acknowledge they must comply with applicable U.S. and non-U.S. export control and sanctions laws, including prohibitions on certain military end-uses and end-users.

**4. Financial Arrangements.** Both institutions agree that all specific financial arrangements are to be negotiated separately for each component and are dependent on mutual interest and on the availability of funds.

**5. Administration.**

5.1 To be legally binding, the terms and conditions and necessary budget for each program and activity that is implemented under the terms of this general MOU must be agreed upon in writing under a separate agreement signed by authorized representatives of both parties prior to the initiation of the particular program or activity.

 5.2 Each institution will designate a contact person to develop and coordinate specific activities or programs.

**6. Duration of the MOU.** This MOU will be effective from the date of signature for an initial period of three (3) years and may be extended beyond such term upon mutual written agreement of the parties. Either party may terminate this MOU upon 3 months written notice to the other.

**7.** **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 sales promotion work or advertising, or any form of publicity, without the written permission from an authorized representative of the other. Neither party may issue a press release without the prior review and written approval of the other party.

8. **No Agency; Independent Contractor**. Each party is and shall be considered to be an independent contractor of the other party. Neither party shall be the legal agent of the other for any purpose whatsoever and neither party has any right or authority to make or underwrite any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party. Neither party shall represent to any third party that such party has any of the foregoing rights. Neither party shall be bound by or liable to any third person for any act or for any obligation or debt incurred by the other toward such third party, except to the extent specifically agreed to in writing by the party so to be bound.

**IN WITNESS WHEREOF**, each individual signing below hereby represents that they are duly authorized to execute and deliver this MOU on behalf of their respective party.

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| **Regents of the University of Minnesota** | **[Entity name]** |
| By: Name: Shashank PriyaTitle: Vice President for Research and InnovationDate:  | By: Name: Title: Date:  |
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