

MEMORANDUM OF UNDERSTANDING

Between

COMPANY

And

MISSOURI STATE UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU) is by and between **COMPANY**, **LOCATION AND TYPE OF COMPANY** (hereinafter referred to as "**ACRONYM**") and the Board of Governors of Missouri State University, a public state-assisted higher education institution of the State of Missouri (hereinafter referred to as "University"). This MOU is effective on the date of the last signature by the authorized officials of the two parties.

WITNESSETH:

NOW THEREFORE, for the purpose of promoting the increase of useful knowledge, and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Article 1 – BASIC UNDERSTANDING AND OBJECTIVES

- 1.1 **ACRONYM** and the University have a mutual desire to develop and execute education and research projects under this MOU.
- 1.2 Projects will be planned jointly by representatives of **ACRONYM** and the University. Both parties entering this MOU anticipate a continuing effort. Projects will be identified individually as Task Order Agreements ("Task Orders") under this MOU, and all conditions established in the MOU shall apply to each Task Order. The Task Orders may contain additional terms as necessary and agreed upon by **ACRONYM** and the University and shall generally be in a format substantially similar to that set forth in the attached Exhibit A. Funding for specific Task Orders, or other mutually agreed upon financial terms for these Task Orders, shall be based on mutually approved individual work plans and accompanying budgets. Each Task Order will contain project "Special Conditions" and project details, such as project investigators, purpose, scope of work, schedule, the implementation ability and characteristics of the research, and other items.

Article 2 – OBLIGATIONS OF **ACRONYM**

- 2.1 **ACRONYM** shall pay each individual project under this MOU, as mutually agreed to according to the details of each Task Order.
- 2.2 **ACRONYM** shall assist University personnel in data collection or other services where there is mutual agreement between the parties as specified in individual Task Orders.
- 2.3 **ACRONYM** shall furnish the University with information in the possession of **ACRONYM** that has a bearing upon the project agreed to in the individual Task Orders.

Article 3 – OBLIGATIONS OF THE UNIVERSITY

- 3.1 The University will design, in cooperation with **ACRONYM**, and execute the specific and mutually agreed upon individual projects as approved in Task Orders to this MOU.
- 3.2 The University shall consult with **ACRONYM** whenever a change in protocol becomes necessary and to furnish an approved revised work plan for the affected individual Task Order.
- 3.3 All required reporting will be mutually agreed upon by the parties and delineated in each Task Order within the "Reports/Deliverables" section.
- 3.4 The University shall maintain all books, documents, papers, accounting records and other evidence pertaining to the any Task Order under this MOU. This material will be made available for inspection by **ACRONYM** at all reasonable times at the office of the University during the period of the MOU and for 3 years after the day of the final payment to University with respect to any Task Order. The University shall furnish copies of such records if requested by **ACRONYM**.

Article 4 – COMPENSATION

- 4.1 Each Task Order is to specify a maximum not to exceed amount or other mutually agreed upon financial terms to be paid to the University by **ACRONYM** for the specific project as mutually agreed.
- 4.2 Unless stated otherwise in the individual Task Orders, invoices and payments on Task Orders are to be made not more frequently than monthly. Prior to payment by **ACRONYM**, invoices will be reviewed for acceptance and approval
- 4.3 **ACRONYM** will process payment to University for all invoices, within 30 days of receiving same.
- 4.4 In no event will the total payments exceed the amount of the Task Order price without prior written approval and authorization by **ACRONYM**.
- 4.5 The University shall submit a final voucher for Task Orders within 90 days of completion of the individual Task Order. The final payment will be made only after acceptance of a final report and/or other deliverables as specified and agreed to in the individual Task Order.
- 4.6 Payments to the University are to be made to "Missouri State University" and sent to:

Missouri State University
Office of Grants and Contract Accounting
901 S. National Avenue
Springfield, MO 65897

Article 5 – CHANGES TO MEMORANDUM AND TASK ORDERS

- 5.1 A change to the terms of the MOU shall be valid only if the change is made in writing and executed by the University and **ACRONYM**. Changes to the terms of a Task Order shall be valid only if the change is made in writing and mutually agreed to by the University and **ACRONYM**.

Article 6 – DURATION AND TERMINATION OF MOU AND TASK ORDERS

- 6.1 **Duration of MOU:** The MOU shall remain in effect from the date of execution until terminated by either party.
- 6.2 **Duration of Individual Task Orders:** Task Orders issued under this MOU shall be for the period specified in each Task Order and renewable upon mutual agreement of the University and **ACRONYM**. Individual Task Orders having an effective date within the current period of the MOU may extend beyond the termination date of the MOU and the terms of the MOU shall be in force for the duration of that Task Order.
- 6.3 **Mutual Termination:** Circumstances may arise in which both parties wish to terminate their performance of the MOU or of any individual Task Order. If both **ACRONYM** and the University agree to terminate the MOU or Task Order, no new charge/costs can be made to the MOU or project from the mutually agreed upon termination date forward. After the termination date, both parties will have 90 days to close out accounts and projects.
- 6.4 **Non Mutual Termination:** Circumstances may arise when one of the parties seeks to terminate the MOU or an individual Task Order. Either party may terminate this MOU or Task Order for cause without the agreement of the other.
- 6.5 If the University wishes to terminate the MOU or an individual Task Order as set forth in Section 6.4, above, it shall advise **ACRONYM** in writing and direct such notice to the following address:
- COMPANY CONTACT
ADDRESS**
- 6.6 If **ACRONYM** wishes to terminate the MOU or an individual Task Order as set forth in Section 6.4, above, it shall advise the University in writing and direct such notice to the following address:
- Erin Parrish
Director, Research Administration
Missouri State University
Office of Research Administration
901 S. National Avenue
Springfield, MO 65897
- 6.7 Within 30 days after receipt of a request from either party for termination of the MOU or an individual Task Order, the other party will provide an appropriate written response. The two parties shall agree upon the termination conditions, including the effective date (which shall be 60 days after the two parties agree to termination). The University shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. **ACRONYM** shall allow full credit to the University for any non-cancelable obligations properly incurred by the University prior to termination. In no event shall **ACRONYM** be liable for any cost or charge actually incurred after the effective date of termination.

Article 7 – PUBLICITY AND ACADEMIC FREEDOM

- 7.1 Any press release, or any other written statements, in connection with work performed under this Agreement intended for use in public media shall describe the scope and nature of each party's participation accurately and appropriately. Moreover, neither party shall issue a press release or similar written statement without first giving the other party reasonable advance notice of its intention to do so.
- 7.2 The parties acknowledge the subject matter of the Program and resulting reports can involve scientific and technological innovations in which the owner has a proprietary interest.
- 7.3 Subject to the provisions of this article, **ACRONYM** or University shall have the right to publish or otherwise publicly disclose information it develops in the performance of this Agreement. University shall have the final authority to determine the scope and content of any of its publications.

Article 8 – CONFIDENTIAL INFORMATION

- 8.1 The parties may wish, from time to time, in connection with work contemplated under the MOU or individual Task Orders, to disclose confidential information to each other. Each shall use reasonable efforts to prevent the disclosure of any of the other party's confidential information to third parties during the Term of the MOU and any extensions thereof as provided in Article 6, and for a period of ten (10) years from termination of the project, provided that the obligation of the party receiving confidential information shall not apply to information that:
- (a) Is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure;
 - (b) Is already in the recipient party's possession at the time of the disclosure thereof;
 - (c) Is or later becomes publicly known or part of the public domain through no fault of the recipient party, its agents or employees;
 - (d) Is received from a third-party having no obligations of confidentiality to the disclosure party;
 - (e) Is independently developed by the recipient party without access to the information; or
 - (f) Is required by law or regulations to be disclosed.

Article 9 – INTELLECTUAL PROPERTY

- 9.1 All intellectual property rights resulting from any Project undertaken by the parties under this MOU or any individual Task Order will be subject to and governed by University's internal policies, unless such intellectual property rights are specifically negotiated by the parties and delineated on a Task Order within the "Intellectual Property Details/Percentage of Royalties" section.

Article 10 – INSURANCE

- 10.1 **ACRONYM** agrees to maintain appropriate levels of liability and worker’s compensation insurance covering its employees and agents, including any such persons present on University property as a result of this MOU, and to indemnify and hold University harmless from any claim for injury or illness or property damage made by **ACRONYM**’s agents or employees to the extent any insurance will not be voided or excepted.
- 10.2 As a Missouri public institution of higher education, the University does not maintain general liability insurance, nor can it agree to indemnify and hold harmless any individual entity. Instead, University relies on the State Legal Expense Fund set forth in Section 105.711 of the Missouri Revised States, as administered by the Office of the Attorney General of the State of Missouri.
- 10.3 Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its officers, employees or agents in the performance or omission of any act or responsibility of said party under this MOU or any resulting Task Order. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

Article 11 – INDEPENDENT CONTRACTOR

- 11.1 Each party shall be deemed to be and shall be an independent contractor of the other and, as such, neither party shall be entitled to any benefits applicable to the employees of the other.
- 11.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other.

Article 12 – COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

- 12.1 **ACRONYM** and University give assurance that each is an equal opportunity employer and does not discriminate against any employee, student, or applicant for employment or registration in a course of study or in its services to people on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, age, disability or veteran status.
- 12.2 The parties agree to comply with all laws and regulations applicable to this MOU.
- 12.3 **ACRONYM** and University hereby certifies compliance with federal law requiring employment of only those persons legally eligible to work within the United States. Moreover, **ACRONYM** and University agrees to comply with Section 285.530 of the Missouri Revised Statutes, in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In the event **ACRONYM** breaches its obligations under the Section 12.3, University shall be entitled to cancel this MOU immediately and without penalty.

12.4 This MOU, the exhibits attached hereto, and all resulting Task Orders shall be governed by and construed in accordance with the internal laws of the state of Missouri. In the event that any litigation arises under this MOU or any resulting Task Orders, venue shall be proper only in the Circuit Court of Greene County, Missouri, or the United States District Court for the Western District of Missouri, Southern Division.

Article 13 - EXHIBITS

13.1 All attached exhibits are incorporated herein and made a part hereof for all purposes.

Article 14 – GENERAL

14.1 This MOU constitutes the entire and only MOU between the parties, and all prior negotiations, representations, agreements, and understandings are hereby superseded. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

14.2 Any notices required by this MOU shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of the University:

Erin Parrish
Director, Research Administration
Missouri State University
Office of Research Administration
901 S. National Avenue
Springfield, MO 65897

Or in the case of the **ACRONYM**:

**COMPANY
ADDRESS**

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the day and year indicated by the last signature below.

FOR THE BOARD OF GOVERNORS OF MISSOURI
STATE UNIVERSITY

COMPANY NAME

James P. Baker, Ph.D.
VP for Research & Economic Development

Name
Title

Date

Date