**MEMORANDUM OF UNDERSTANDING (#[INSERT DSS No])**

**BY AND BETWEEN**

 **The University of Utah**

**AND**

**[INSERT ENTITY NAME]**

 This Memorandum of Understanding (“MOU”), is entered into as of DAY, MONTH DATE, YEAR (“Effective Date”) between **The University of Utah (UU)**, a body politic and corporate of the State of Utah, and the **ENTITY (ENTITY ACRONYM)**, a TYPE OF ENTITY. University of Utah and ENTITY ACRONYM are referred to as a “Party” or “Parties”.

WHEREAS, the Parties desire to cooperate on the proposal to SPONSOR in response to SOLICITATION titled “PROJECT LONG TITLE.”

Now therefore, the Parties state as follows:

1. **SCOPE OF COLLABORATION**
	1. ***The Purpose****.* The purpose of this MoU is to intend to enter into good faith negotiations toward a subaward to UU and collaborate on PROJECT/COLLABORATION SUMMARY.
	2. ***Specific Activities****.* The Parties understand and acknowledge that any specific activities and programs implemented pursuant to this MOU shall be subject to: (a) availability of funds; (b) the review and approval of each Party’s authorized representatives; and (c) the execution of further written agreements such as those necessary to undertake sponsored research, research collaborations or a student exchange program. Until the execution of such further written agreements, each Party is responsible for its own costs and expenses incurred under this MOU.
2. **TERM AND TERMINATION.** The term of this MOU will be for one (1) year from the Effective Date. Either Party may terminate this MOU at any time for any reason by providing the other Party written notice to the individuals set forth below in Section 3.2.Termination or expiration of this MOU will not automatically terminate any separate agreement between the participants related to the subject matter of this MOU.
3. **GENERAL MATTERS**
	1. ***Use of Names****.* Neither Party may use the name, brand, tradename, trademark, logo, or symbol of the other Party in any form of advertising, publicity, announcement, promotional materials or activities, in a website, press release, social media platform or any other communication without the prior written permission of the other Party. In addition, the Parties shall not use the name, title, likeness, or any statement of a faculty member, employee, or student of the other Party, without the other Party’s prior written consent. The Parties must seek permission from one another for any such use by submitting a request for the proposed use in writing, well in advance of any deadline, to the individuals set forth in Section 3.2. The participants acknowledge that by entering into this MOU UU is neither stating nor implying that it has tested, endorsed or approved any product, service or company.

This Section 3.1 shall survive the termination of this MOU.

* 1. ***Notices.*** The Parties must give all notices under this MOU in writing. All communications must be sent to the addresses set forth below or to such other address designated by the Parties by written notice. The date of the notice shall be the date of transmission sent by email.

***If to UU:***

**Technical Contact:** PI NAME

**Department:** ADMINISTRATIVE DEPARTMENT

**Internal DSS No.:** DSS NUMBER

**Technical Email:** PI EMAIL

**Administrative Contact:** OSP SPONSORED PROJECTS OFFICER NAME

**Department:** Office of Sponsored Projects

**Administrative Email:** ospawards@osp.utah.edu (cc: SPO EMAIL ADDRESS)

Please reference PI NAME and DSS NUMBER in all correspondence

**If to *ENTITY*:**

**Technical Contact:** CONTACT NAME

**Technical Email:** CONTACT EMAIL

**Administrative Contact:** CONTACT NAME OR Same as technical contact

**Administrative Email:** CONTACT EMAIL OR Same as technical contact

* 1. ***Compliance with Laws.*** Until the execution of further written agreements, including a subaward to UU to undertake sponsored research and research collaborations, each Party shall comply with the laws and regulations that are applicable to such Party in the jurisdiction in which it is located, including, without limitation, export control, non-discrimination, data privacy, immigration and sanctioned parties or transactions.
	2. ***Intellectual Property.*** Rights in intellectual property, publication, and data will not be secured under this non-biding MOU.
	3. ***Confidential Information.*** No confidential information shall be disclosed pursuant to this MOU. Confidential information shall be exchanged only under the terms of a separate agreement, such as a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement.
	4. ***Mutual Liability.*** Each party is liable for its own acts and omissions under this MOU and does not include any liability based on the acts or omissions of a third party.
	5. ***Export Control.*** Neither Party shall disclose information subject to U.S. export control (ITAR, EAR, etc.) and Office of Foreign Assets Controls (OFAC) regulations to the other party pursuant to this MOU.
1. **NON-EXCLUSIVE**. The Parties hereby acknowledge that nothing in this MOU is intended nor should be construed as:
2. obligating either party to fulfill the Purpose, or to enter into any other type of contract or commitment,
3. creating an exclusive arrangement between the Parties,
4. creating an agency or legal partnership or joint venture relationship between the Parties, or
5. preventing either Party from carrying out individually or in cooperation with a third party, the activities proposed in this MOU.
6. **BINDING OBLIGATIONS*.*** Other than as specifically stated in this MOU, this MOU is not intended to create any further legally binding obligations on either Party under United States or International Law but, rather, is intended to facilitate discussions regarding the Purpose and general areas of cooperation. Agreements between UU and ENTITY regarding specific activities that are intended to be binding may be negotiated and executed after and separate from this MOU. The Parties acknowledge and agree that Sections 2-5 of this Agreement are binding terms.

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| Signatures:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Signatures:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
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| Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ENTITY  | Name: Brent K. BrownTitle: Director, Office of Sponsored ProjectsThe University of Utah |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |