MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made as of _____, 20____ (the "Effective Date") and relates to the project known as _____ (the "Project").

First Party: _____, signing through _____ (name and title, if an organization), address _____.

Second Party: _____, signing through _____ (name and title, if an organization), address _____.

Third Party (if any): _____, signing through _____, address _____.

1. BACKGROUND AND PURPOSE

Background: _____.

The Parties share these goals for the Project: _____.

2. NATURE OF THIS MOU

Check one: [ ] NON-BINDING. Except for the Binding Provisions, this MOU states the Parties' present intentions only. It is not a contract, and no Party must carry out the Project, make any contribution, or negotiate or sign any further agreement. Starting work, sharing information or spending money does not change this. The Binding Provisions are the sections titled Nature of This MOU, Confidentiality, Publicity and Use of Names, Term and Termination, Governing Law and Disputes, and General Terms, and the rule that each Party pays its own costs unless a separate signed agreement says otherwise.

[ ] BINDING. This MOU is a legally binding contract. Each Party agrees to carry out the responsibilities and make the contributions assigned to it, in exchange for the other Parties' promises.

3. ROLES AND CONTRIBUTIONS

First Party responsibilities and contributions: _____.

Second Party responsibilities and contributions: _____.

Third Party responsibilities and contributions (if any): _____.

Joint activities: _____.

4. TIMELINE AND COSTS

Milestones: _____. The Points of Contact will meet at least once each quarter to review progress.

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Costs (check one): [ ] each Party pays its own costs; [ ] shared costs approved in writing in advance are split equally; [ ] _____ funds the Project, up to $_____. Under a non-binding MOU, any funding other than each Party paying its own costs is only expected until a separate written agreement, grant award or purchase order commits it. A public Party's funding depends on funds being appropriated or budgeted.

Points of Contact: _____.

5. CONFIDENTIALITY

Each Party will use the other Parties' non-public information only for the Project, protect it with reasonable care, and share it only with people who need it for the Project and are bound to keep it confidential. This does not cover information that is public, already known, independently developed or lawfully received from someone else, or disclosure the law requires. These duties last until _____ years after this MOU ends.

6. INTELLECTUAL PROPERTY, DATA AND PUBLICITY

Each Party keeps the intellectual property it owned before the Effective Date or develops outside the Project. Intellectual property one Party creates alone belongs to that Party. Jointly created work: _____.

Any personal information or data shared for the Project will be used only for the Project, protected with reasonable safeguards, and returned or destroyed when no longer needed. Student records and health information will not be shared until any agreement the law requires is signed.

No Party will use another Party's name or logo, or issue a press release about the Project, without that Party's prior written approval.

7. RELATIONSHIP, TERM AND TERMINATION

The Parties are independent. This MOU creates no partnership, joint venture or agency, and the Parties will not share profits or present themselves as partners without a separate written agreement. Each Party may work with others on similar projects. Nothing in this MOU waives the immunity of a public Party.

This MOU runs from the Effective Date until _____ unless ended earlier. A Party may withdraw by written notice; _____ days' notice is [ ] a courtesy (non-binding MOU) [ ] required (binding MOU). Confidentiality and the governing law survive.

8. GOVERNING LAW AND DISPUTES

The laws of the State of _____ govern this MOU. The Points of Contact, and then senior officials, will first try to settle any dispute. If that fails within 30 days, a Party may file suit in the courts serving _____ County. Under a non-binding MOU, only the Binding Provisions can be the basis of a claim.

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9. GENERAL TERMS

This MOU is the Parties' entire understanding about the Project and can be changed only by a written amendment signed by every Party. No Party may transfer its rights or duties without the others' written consent. If any part is unenforceable, the rest stays in effect. Each person signing for an organization confirms authority to sign. This MOU may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

First Party

Signature: _____ Date: _____

Printed Name: _____

Second Party

Signature: _____ Date: _____

Printed Name: _____

Third Party (if any)

Signature: _____ Date: _____

Printed Name: _____

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