APPENDIX E

MEMORANDUM OF UNDERSTANDING

Between

TUSKEGEE UNIVERSITY
Tuskegee, Alabama USA

AND

(Insert Name, City and Country)

This Document is executed in recognition of the mutual cooperation between Tuskegee University (TU) and (Insert name of Institution)

WHEREAS, Tuskegee University and (Name of Institution) recognize the benefits to be gained through further cooperative programs that promote sustainable scholarly activities, and

WHEREAS, this MOU is intended to stimulate and facilitate the intellectual life and cultural development of both institutions, and

WHEREAS, it is the objective that _____________is a strategic priority and both institutions shall take steps to ensure that students and faculty are well prepared for the challenges and opportunities of an increasingly interconnected world, which shall include faculty mobility programming, student mobility programming, collaborative research, teaching and engagement and other mutually agreed upon educational programs.

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, and the intending to be legally bound thereby, the Parties agree as follows:

1. RELATIONSHIP OF THE PARTIES

At all times under this Agreement, the Participant institutions shall be considered independent contractors. Nothing contained herein, nor any course of action or failure to act shall be construed to create a partnership, joint venture, common business association, or any other similar entity: nor shall any such action or failure to act be deemed to create an employer-employee or agent-servant relationship between the Parties. The parties and those within its employ shall not be considered employees of the University for any purpose whatsoever.
2. **SCOPE OF WORK** – This agreement or MOU covers the following

2.1 Each participant institution shall identify a contact person to co-ordinate the development and conduct of joint activities.

At (Name of institution) this person will be: (Insert title)

At Tuskegee University this person will be (Insert Title)

2.2 Should the specific individuals named above change, the institution shall immediately notify the other institution of such change and provide an alternative contact individual.

2.3 Either party may initiate proposals for activities under this MOU. No proposal shall be instituted without the full approval of the other participant which shall be in writing. Specific details of any activity shall be set forth in Service Contracts and/or Supplemental Amendments to this MOU which shall become addendums to this MOU upon signing by the authorized signatory at each institution. These documents will include details of the planned activities, budgets and sources of funding, the responsibilities of each party for the agreed upon activity, and other items necessary for the efficient achievement of the activity. All Service Contacts and Amendments will be negotiated, mutually agreed to, and formalized in writing, prior to the commencement of a particular program.

2.4 Both institutions will conduct an ongoing evaluation of the activities outlined in this MOU. Results of the evaluation will be shared by the two institutions and will be used to propose improvements to the terms of the agreement or extensions to those terms. Any changes to the terms must be approved or ratified by each institution in writing.

2.5 Each University shall be responsible for providing adequate space, power and network availability for all equipment necessary to carry out the approved activities.

2.6 All participants shall be instructed to have valid health insurance and comply with the host country’s immigration regulations.

2.7 Each University shall perform the work or activity under this Agreement or any amendment to this MOU with a degree of care, skill, and competence that, at a minimum, is ordinarily exercised by other professionals who perform the same or similar services.

2.8 Activities shall be provided and performed in a timely manner in accordance with the schedule that is relevant to the particular activity.
3 COMMENCEMENT, DURATION, RENEWAL, AMENDMENT AND TERMINATION

3.1 This MOU shall become effective on the date that it is signed by both parties and shall be valid for a period of _______ unless terminated, revoked or modified by mutual agreement between the parties, or terminated for cause by one or both of the parties. This agreement shall not be automatically renewed or extended, and can only be renewed or extended by the mutual consent of each party upon the specific terms and conditions that the parties agree upon at the time. Any such modification, extension, or renewal shall be in writing.

3.2 This MOU may be terminated for convenience at any time, provided that the terminating party gives written notice of its intention to terminate the MOU at least six months prior to the termination. All activity under any other amendment to this MOU may also be terminated in the same manner or certain activities may continue upon the mutual consent of each party if other activities are terminated, and shall so be described in writing how such activities will continue.

4 ETHICS

To the best of each participant’s knowledge and belief, no part of this agreement has been made as a part of a payment by either participant directly or indirectly to any employee of the University, any person who is a member of the University’s Board of Trustees, or to any person who is a family member or business affiliate of any of the foregoing. No person has received or solicited anything of value from the other participant or any third party in return for influencing or exercising his or her discretion in a particular way with respect to undertaking this MOU.

5 UNIVERSITY DIVERSITY POLICY

It is the policy of the University to provide an environment for its students, faculty and administrative employees that is free from illegal discrimination, intrusion, intimidation, or exploitation. University will not tolerate any invidious or inequitable treatment of a member of the University Community that is based on race, color, religion, national origin, sex, including sexual harassment, sexual orientation, age, marital status, personal appearance, disability, political affiliation, or on any other classification that is prohibited by law or by the University policy.

6 INTELLECTUAL PROPERTY RIGHTS

All inventions, discoveries, research results, reports, notes, drawings, designs, technical data, computer software and other copyrightable works created by employees of Tuskegee University during the term of this Agreement, MOU or any Activity generated by this MOU shall be the exclusive property of TU, as work for hire. The University shall have the right, title and interest in all such work products regardless of the medium in which it is stored or prepared.
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6.1 Intellectual Property Ownership

6.1.1 Unless otherwise agreed by the parties in writing:

6.1.2 Intellectual Property created solely by personnel or students of one party shall be owned in accordance with the policies and procedures of that party;

6.1.2 Intellectual Property created jointly by personnel or students of more than one party shall be owned jointly, subject to the policies and procedures of the relevant parties; and,

6.1.3 In the case of joint ownership of Intellectual Property, the relevant parties will in good faith endeavor to establish a joint ownership agreement regarding the allocation and terms of exercising that joint ownership, taking into account the relevant contributions of the parties.

6.1.4 All terms shall be negotiated on a mutual basis prior to the start of the collaborative project in question and in accordance with the policies of each institution.

7 PUBLIC RELATIONS

All public relations or publicity activities and announcements about the existence of this MOU, the scope of work, or any activities or the subject matter of this Agreement shall be subject to the sole management and control of Tuskegee University, however, no information shall be publicly shared by Tuskegee University without first notifying the other participant to this agreement.

8 CONFIDENTIALITY OF INFORMATION

Tuskegee University is a quasi-private and independent institution of higher education in the United States of America and may be subject to certain public information laws which compel it to release upon request documents or other written information that documents the business of this institution. Some or all of the information generated by this MOU and any activity undertaken with other participants may be subject to disclosure to the general public if requested and it is not otherwise exempted from being public information.

9 TAXES

Participants to this MOU agree that each shall be responsible for their own tax liability, if any that is relevant to the activities undertaken by students, faculty or staff under this MOU or any activity agreement.

10 INTERPRETATION

There is nothing in this MOU that should be construed to hold the parties to be legally bound to the other parties' jurisdiction, or governmental forum. The parties shall seek to support and promote the spirit of this MOU to encourage external academic collaboration, and to facilitate as much as possible the academic progress, physical relocation and cultural orientation of all student, faculty and staff.
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11 SIGNATURES

Signed on behalf of Tuskegee University

1. TBD

Signature: ___________________________

(President)

Date: ___________________________

Signed on behalf of (Insert name of Institution)

1. TBD

Signature: ___________________________

(President)

Date: ___________________________