

NOTE OF TEMPLATE INSTRUCTION: All items highlighted must be filled out. Final document must not include any highlighting. This form has been updated to include the Title IX Language.



MEMORANDUM OF AGREEMENT (MOA) IN RESEARCH
BETWEEN
UNIVERSITY OF ALASKA FAIRBANKS
(COLLEGE/RESEARCH UNIT NAME)
(PROGRAM/DEPARTMENT NAME)
AND
(INSERT COUNTERPART/EXTERNAL AGENCY NAME)

The University of Alaska Fairbanks (hereinafter referred to as UAF) and **(INSERT COUNTERPART/EXTERNAL AGENCY NAME)** conduct activities and programs of basic and applied research, training, technology, and information transfer, education, and economic development. UAF and **(INSERT COUNTERPART/EXTERNAL AGENCY NAME)** have capabilities and conducive programs and activities of interest and potential benefit to the other.

UAF and **(INSERT COUNTERPART/EXTERNAL AGENCY NAME)** will cooperate in efforts mutually agreed upon cooperative and collaborative projects, activities, and/or programs, that enhance the programs of each. Explicit details of any and all collaborative/cooperative activities to be conducted, including cooperation with third parties and allocation of support and resources, shall be set forth and agreed upon in writing as a contract between parties.

1. Description of MOA:

(Provide a summary of the agreement)

2. Physical or Geographic Location of Work (List all locations of work): **This section may or may not be needed based on the type of work being outlined in the MOU. This is optional.**

- 2.1 **(Building Name)**
(Street Address)
(City, State, and Country)
- 2.2 **(Building Name)**
(Street Address)

(City, State, and Country)

3. Period of agreement:

Start date: (Fill in Info- typically a 5 year span)

End date: (Fill in Info)

This MOA may be renewed for additional periods of five years if both institutions agree in writing. The parties also agree that either party for any reason may terminate this agreement at any time by giving the other party at least six (6) months advance written notice of the party's intent to terminate.

4. Purpose:

(State the purpose of the MOA here. This section is mandatory)

5. Background:

(Provide the information of the background. This section is mandatory)

6. Objective goals:

(Provide information on the objective goals. What each party will benefit from the agreement. This section is optional and will vary on the type of agreement)

7. Responsibilities/Implementation:

(Provide information on who will be responsible for implementation. This section is optional and will vary on the type of agreement)

8. Understanding of the Parties:

(Provide as many intentions as needed by both Parties. This section is optional and will vary on the type of agreement.)

9. Intellectual Property Considerations

a. Does this collaboration involve Intellectual Property (IP)?

Yes No (If Yes, describe below)

b. Existing IP: Each party retains ownership of any IP created prior to this agreement.

c. Newly Developed IP: If new IP arises from this collaboration, the parties agree to negotiate a separate agreement (e.g., Material Transfer Agreement (MTA), Memorandum of Agreement (MOA), or Licensing Agreement) to determine ownership, licensing, and commercialization rights.

- d. Further Agreements: If IP is involved, the parties will work with the Office of Intellectual Property and Commercialization (OIPC) to establish the appropriate legal framework.

10. Export Control Laws

- a. It is acknowledged and understood that this MOU is subject to all applicable export control laws and regulations governing the transfer of technical information or items out of the respective countries of the Participants. The transfer of certain technical information or items may necessitate obtaining a license from the respective governments of the Participants. All parties to this MOU are required to comply with relevant export control laws and specific (non-binding) regulations. No Participant may export or permit the export or re-export of any information or item if such action would violate those laws or regulations.
- b. Transferability of this MOU is governed by all relevant export control laws and regulations that oversee the transfer of technical information or items between the Participants' respective countries. Certain transfers may necessitate a license from the appropriate government authorities. All
- c. Participants of this MOU are required to adhere to these export control laws and regulations. No Participant is permitted to export or facilitate the export or re-export of any information or item in a manner that would violate these laws or regulations.
- d. Termination of Understanding:
 - d. This MOU is not transferable except with the written consent of the Parties. The partnership covered by this MOU shall terminate upon completion of the agreed-upon period. Either party may also terminate the agreement with a written one-month notice. In the event of non-compliance or breach of the obligations, the other party may terminate the agreement immediately.

11. Point of contact for UAF:

(Name)
(Program)
(Department/College/Unit)
(email)
(Phone Number)

12. Point of contact for counterpart

(Name)
(Program)

(Department/College/Unit)
(email)
(Phone Number)

13. Personnel:

Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for the supervision and management of its personnel.

14. Financial Responsibility/Funds and Labor:

1. Financial Responsibility

Each Party shall be responsible for its own costs and expenses incurred under this MOA unless otherwise specified. If funding, reimbursements, or financial contributions are involved, they must be outlined in this section.

{INSERT NAME} agrees to provide financial support in the form of {grant, reimbursement, direct payment, etc.} to UAF personnel for expenses incurred during {specific activities, such as research, training, or project implementation}. Any payments will be made according to the terms specified.

2. Funds Management

All financial transactions under this MOA shall comply with applicable institutional, state, and federal regulations. Invoices, receipts, or other documentation may be required to process reimbursements or payments. If funding is provided, it must be used solely for the purpose outlined in this MOA and cannot be reallocated without written approval from both parties.

3. Labor and Personnel Commitments

Each Party is responsible for compensating its own personnel unless otherwise agreed upon. If {INSERT NAME} reimburses any UAF personnel, the following terms will apply:

- Reimbursements shall be {\$Amount} per {hour/day/project}, paid on a {weekly/monthly/one-time} basis.
- The responsible Party must provide documentation of work completed to receive reimbursement.
- No employer-employee relationship is established between the Parties under this MOA.

4. Modifications and Adjustments

Any changes to the financial terms, funding amounts, or labor arrangements must be mutually agreed upon in writing by both Parties.

15. Modification and Disputes of MOU in Research:

This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOA will be reviewed no less often than at the mid-point of its terms and around the anniversary of its effective date in its entirety.

Any disputes relating to this MOA will subject to any applicable law, Executive order, or DoD insurances, be resolved by consultation between the Parties.

There may be no changes to the scope of this MOA without written consent of both parties

16. Transferability and Termination of Understanding:

This MOA is not transferable except with the written consent of the Parties.

This MOA may be terminated in writing at will by either Party.

17. Recordkeeping and Documentation

Each party shall maintain a signed copy of this Memorandum of Agreement (MOA) for recordkeeping purposes. A copy of the fully executed MOA must be provided to the Office of Research Integrity (ORI), which will retain it as part of the university's official records.

18. Administration:

18.1 The University of Alaska Fairbanks (Alaska.edu/Alaska) is an Equal Opportunity/Equal Access Employer and Educational Institution. The University is committed to a policy of non-discrimination (Alaska.edu/nondiscrimination) against individuals on the basis of any legally protected status.

18.2 To the extent that this MOA authorizes or requires either party to have access to or facilitates the use, disclosure, or redisclosure of any personally identifiable student education records ("Education Records"), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act ("FERPA"), the parties acknowledge and agree that they will both be deemed subject to FERPA, including any limitations on the scope of their use, disclosure, and redisclosure of such Education Records. Pursuant to such obligations under FERPA, the Parties agree to hold Education Records in strict confidence and to not use or disclose information from Education Records except as permitted by law and in accordance with the requirements, if any, of this Agreement. The Parties and their officers, employees, and agents shall use Education Records only for the purposes for which the disclosure was made and solely to the extent necessary to meet the terms and expectations of this MOA. Any other use, disclosure, or redisclosure is strictly prohibited. Likewise, the Parties shall not disclose any Education Records to any other third-party without the prior consent required by FERPA or as otherwise permitted by applicable law. The FERPA obligations of the Parties shall extend to any contractor or subcontractor of the Parties to whom disclosure or use is authorized under law and this MOA. In addition to the FERPA requirements above, the Parties agree to comply with any and all applicable state and federal privacy laws, including, but not limited to, the Alaska Personal

Information Protection Act, in the handling of any personal or private information made accessible to a party under the terms of this MOA.

The University of Alaska Fairbanks and (insert counterpart's name) shall abide by these principles in the administration of this MOA and neither institution shall impose criteria which would violate the principles of non-discrimination.

Both parties agree that this MOA does not create legally enforceable obligations for either party nor does it establish a standard of care attributable to the activities outlined in this MOA. The sole recourse for any breach of or disagreement pursuant to this MOA shall be termination.

19. Notices

19.1 (Counterpart/External Agency Name)
(Street Address)
(City, State, and Country)
(Email)
(Phone Number)

19.2 (Counterpart/External Agency Name)
(Street Address)
(City, State, and Country)
(Email)
(Phone Number)

19.3 (Counterpart/External Agency Name)
(Street Address)
(City, State, and Country)
(Email)
(Phone Number)

19.4 (Counterpart/External Agency Name)
(Street Address)
(City, State, and Country)
(Email)
(Phone Number)

Signatures:

Submitted by:

(UAF PI/Point of Contact Name) (Date)
(Position Title)
University of Alaska Fairbanks

(Counterpart PI/Point of Contact Name) (Date)
(Position Title)
(Research Program/Department Name)
(University/Agency)

Reviewed by:

(Director of the Research Unit Name) (Date)
(Research Unit)
University of Alaska Fairbanks

(Counterpart Director of the Research Unit Name) (Date)
(Position Title)
(Research Program/Department Name)
(University/Agency)

Approved by:

Dr. Laura Conner (Date)
Vice Chancellor for Research
University of Alaska Fairbanks

Approved by Provost not to be included unless teaching actions are included in SOW. If not, delete this part of the signature block.

Charlene Stern (Date)
Interim Provost and Executive Vice Chancellor
University of Alaska Fairbanks