



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

The University of Alaska Fairbanks (referred to as UAF) and [INSERT COUNTERPART/EXTERNAL AGENCY NAME] engage in activities and programs involving basic and applied research, training, technology, information transfer, education, and economic development. UAF and [INSERT COUNTERPART/EXTERNAL AGENCY NAME] possess capabilities and programs of mutual interest and potential benefit to each other.

UAF and [INSERT COUNTERPART/EXTERNAL AGENCY NAME] will collaborate on mutually agreed-upon efforts, joint projects, and/or activities that enhance each other's programs. Specific details of all collaborative/cooperative activities, including cooperation with third parties and allocation of support and resources, will be documented and agreed upon in writing in this contract.

1. Description of research MOU:
 - 1.1. (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:

- 3.1. Start Date: (MONTH, DAY, YEAR - typically 5 years)
- 3.2. End Date: (MONTH, DAY, YEAR)
- 3.3. This MOU may be renewed for additional periods of up to five (5) 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:

- 4.1. (State the purpose of the MOU here. The purpose should be to offer a detailed description of why this MOU will help the Parties accomplish their goals. This section is mandatory.)

5. Background:

- 5.1. (Provide the information of the background. The background should offer an overview of the relationship between the Parties and or credibility regarding the proposed efforts covered under this MOU. Answer: 'Why is an MOU needed for this effort?' This section is mandatory.)

6. Objective/Goals:

- 6.1. (Provide information on the objective/goals. What will each Party benefit from this agreement? This section is mandatory.)

7. Responsibilities/Implementation:

- 7.1. (Provide information on which Party will be responsible for each of the aforementioned objectives/goals. You should note who is responsible for implementation. Address/reference if there are any other

agreements/contracting documents associated with this MOU (example: a material transfer agreement. This section is mandatory.)

8. Understanding of Parties:

- 8.1. (Provide as many intentions/expectations as needed by both Parties. Describe the complete and full understanding of the commitments involved in this effort. This section is mandatory.)

9. Intellectual Property Considerations:

- 9.1. Does this collaboration involve Intellectual Property (IP)?
☐ Yes ☐ No (If Yes, describe below)

9.1.1. Please provide a description of what intellectual property is involved.

- Existing IP: Each party retains ownership of any IP created prior to this agreement.
- 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.
- 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. Terms and Conditions:

10.1. Personnel:

Each Party is responsible for all personnel costs, including pay and benefits, support, and travel, as well as supervising and managing its personnel.

10.2. Financial Responsibility/Funds and Labor:

This MOU neither documents nor provides for the exchange of funds or labor between the Parties, nor does it commit funds or resources. No provisions in this MOU will be interpreted to require obligation or payment of funds.

10.3. Modification and Disputes of MOU in Research:

There may be no changes to the scope of this MOU without the written consent of both parties. This MOU may only be modified by a signed written agreement by the parties' authorized representatives. It will be reviewed no less often than at the midpoint of its terms and around the anniversary of its effective date in its entirety. Any disputes relating to this MOU will be resolved by consultation between parties, subject to applicable law, Executive order, or DoD assurances.

- 10.4. 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.
- 10.5. 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 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.
- 10.6. Termination of Understanding:
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. Administration:

- 11.1. 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.

- 11.2. To the extent that this MOU 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 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 the Agreement. The Parties and their officers, employees, and agents shall use Education Records only for the purpose for which the disclosure was made and solely to the extent necessary to meet the terms and expectations of this MOU. Any other use, disclosure, or redisclosure is strictly prohibited. Likewise, the Parties shall not disclose Educational Records to any other third party without the prior consent required by any 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 MOU. In addition to the FERPA requirements above, the Parties agree to comply with 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 MOU.
- 11.3. The University of Alaska Fairbanks and (**INSERT COUNTERPART/EXTERNAL AGENCY NAME**) shall abide by these principles in the administration of this MOU, and neither institution shall impose criteria that would violate the principles of non-discrimination.

12. MOU in Research is Non-binding:

- 12.1. Both Parties agree that this MOU does not create legally enforceable obligations for either Party, nor does it establish a standard of care attributable to the activities outlined in this MOU. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties. The sole recourse for any breach of or disagreement according to this MOU shall be termination.

13. Recordkeeping and Documentation:

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

14. Notices:

- 14.1. (Counterpart/External Agency Name)
(College/Research Unit Name)
(Street Address)
(City, State, and Country)
(Email)
(Phone Number)
- 14.2. Point of contact for (Counterpart/External Agency Name):
(Individual's Name)
(Program)
(Department/College/Unit)
(Email)
(Phone Number)
- 14.3. University of Alaska Fairbanks
(College/Research Unit Name)
(Street Address)
(City, State, and Country)
(Phone Number)
- 14.4. Point of contact for UAF:
(Individual's Name)
(Program)
(Department/College/Unit)
(Email)
(Phone Number)

15. Signatures:

Requested by:

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

Reviewed by:

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

Approved by:

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

(Date)

(Counterpart VCR)

(Date)

Title

(Counterpart University/Agency)

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

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

(Date)