**Memorandum of Understanding Checklist**

# Title

# List of parties participating in the MOU

# Purpose of MOU

# Notify your department Chair and the Associate Dean for Research

# Project / Services

* Clearly define project and its terms?
* Clearly state how long collaboration will last?
* Clearly define project performance measures?
* Specify responsibilities for both parties?
* Identify key project leaders?

# Funding

* Make parties responsible for acquiring and maintaining their own funding for project activities?
* Address requirements of any funding agreements already in place?
* Contain explicit agreement to jointly seek funding?
* Clearly define objectives, sources, and procedures?
* Specify both joint and individual responsibilities?

# Data Exchange / Reporting

* Require cooperating with collaborators in exchanging information for use in data analysis and external reporting? (If you are exchanging the data, sometimes may need IT Security clearance)
* Clearly define what information will be exchanged?
* Require Collaborator to maintain records?
* Require Collaborator to notify other of any adverse developments?
* Allow for periodic reevaluation of Project?
* Require collaborators to frequently (e.g., weekly, monthly) report to you?
* Require you to obtain collaborator’s consent or provide notice for anything?

# Confidentiality

* Require keeping other party’s information confidential?
* Require other party to keep your information confidential?

# Intellectual Property (If this MOU is for internal use, we don’t need this section. If it is external use, the policy is it will be joint ownership if they pay for research and their researchers are co-inventors)

* Specify who owns intellectual property created under project?
* Limit you and collaborator’s use of other’s intellectual property?

# Termination

* Allow termination on notice?
* Provide for renewal?
* Require action for renewal or is it automatic?
* Clearly define what happens when the MOU is prematurely terminated?

# Standard Provisions

* Require that any changes to MOU be made in writing?
* Set duration of the MOU (expiration date/event)

# Signatories to the MOU

* Identify collaborator as contracting entities and include signatory’s title below the signature line? (As per Texas State policy, Deans can sign the MOU if there are no funds included. If funds included for research, AVPR has authority to sign and if funds are included for academic activity (faculty and/or student exchange, etc.) AVP for Academic Affairs can sign.)
* Has appropriate person for each party reviewed and approved the MOU (for Texas State, **\***appropriate office will forward it to legal counsel as needed)
* If MOU requires the Provost’s and/or the President’s signature, a meeting is required with the COERO (If necessary, ORSP will review and forward it for signatures) 2-months before the proposal submission.

**\***The following are the appropriate offices for reviewing the agreements:

* For all research related agreements, ORSP
* All academic related agreements, AVP for Academic Affairs
* Purchasing, consulting, etc., Procurement Office

# Miscellaneous

* **Sovereign Immunity**. Notwithstanding any provision of this MOU, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this contract, the terms of this paragraph shall control.
* **Nondiscrimination.** In their execution of this agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans’ status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this agreement.