



MEMORANDUM OF UNDERSTANDING

Between

Alcorn State University (ASU)

and

_____ (referred to " _____ ")
(agency name)

Parties:

This Memorandum of Understanding (MOU), effective as of the date of execution by both parties, is made by and between Alcorn State University, a governmental entity of the State of Mississippi (ASU), for an on behalf of its _____ and (_____), (hereinafter referred to as " _____ ") with offices located at:

Purpose:

The above identified parties, because of their diverse capabilities, have determined that they would benefit from an arrangement between their respective organizations to develop and implement the best management and technical approach to a project entitled, _____ [PROJECT NAME] (hereinafter referred to as the "Project"), conducted by _____ [ASU PI] of ASU and _____ [AGENCY PI] of Agency (the "Principal Investigators").

Period of Performance:

The activities under this agreement shall be conducted during the period _____ and _____.

Funding Cost:

_____ (Amount funded if applicable) or (Each party shall bear its own costs with respect to work performed by its employees.)

ASU Account Number	Agency Funding Source

Specific Provisions

I. Scope of Work

The parties have agreed in principle to the responsibilities for work to be performed by the parties on the Project as set forth below: **if additional space is needed attach a separate page**

ITEMIZED ROLES AND RESPONSIBILITIES OF ASU:

ITEMIZED ROLES AND REPONSIBILITIES OF COMPANY:

II. Payment and Expenditures

is expected to expend the Funds according to this agreement. Any substantial change in the scope of the activities undertaken through this agreement shall be made only after written notice is provided to and approval is given by the _____.

Department/Center/Institute

If funds appropriated by the funding agency are reduced, the Funds for any subsequent years may be reduced by the same percentage. The continuance of this project is based on availability of funds. Should there be no funds available for any succeeding funding period, the Agreement will be cancelled as of the end of the funding period.

III. Modifications

This agreement may be modified, altered, or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws and/or regulations, and budget, make changes in this agreement necessary.

IV. Limits of Authority

All activities under this MOU shall be subject to all applicable federal and/or state laws, rules, and regulations and construed in accordance with the laws of the State of Mississippi.

V. Liability

Each party shall be responsible for any liability resulting from the actions/inactions of its officers, agents and employees, acting within the course and scope of their official duties, to the degree and within the parameters permitted under §§11-46-1, et seq., Mississippi Code Annotated of 1972.

VI. Publications

The Principal Investigator(s) shall have the right to publish or otherwise publicly disclose information gained in the course of the work conducted by ASU on the Project, provided, however, that no () confidential Information, as hereinafter defined, shall be published and that () intellectual Property shall not be compromised.

VII. Duration of Agreement and Termination

This MOU will be effective upon execution by both parties and will remain in effect for _____(length) from the date of commencement. The agreement may be terminated by either party upon thirty (30) days written notice to the other party or other mutually agreed upon terms. The notice must be delivered by certified mail, return receipt requested, or in person, with written proof of delivery. Any modifications to this MOU will be effected through a written amendment.

VIII. General Provisions

- a. Choice of Law.** This Agreement is governed by and construed in accordance with the laws of the State of Mississippi, United States of America, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.
- b. Independent Contractor.** The relationship of parties shall be that of an independent contractor. None of the provisions of this agreement are intended to create, nor shall they be construed to create an agency, partnership, or joint venture of employer/employee relationship between the parties.
- c. Export Controls.** It is understood that ASU is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by Licensee that Licensee shall not transfer data or commodities to certain foreign countries without prior approval of such agency. ASU neither represents that a license shall not be required nor that, if required, it shall be issued.
- d. Public Records.** Notwithstanding any provision to the contrary contained herein, it is recognized that ASU is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated §25-61-1, *et seq.*, as amended. If a public records request is made for any Information provided to ASU pursuant to this agreement, ASU shall promptly notify the disclosing Party of such request. The disclosing Party shall promptly institute appropriate legal proceedings to protect its Information. No Party to this agreement shall be liable to the other Party for disclosures of Information required by Court order or required by law.
- e. Assignments.** It is expressly understood that commitments to be performed under this MOU shall not be subcontracted, assigned, transferred, or sublet without prior written approval of the other party.

IX. Notices

Any notice or other communication pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such party by certified, first class mail, postage prepaid, addressed to it at its address below or as it shall designate by written notice given to the other party:

For all other Matters

ALCORN STATE UNIVERSITY

PI Name: _____

Department Name: _____

Address: _____

City, State, Zip _____

AGENCY:

PI Name: _____

Department Name: _____

Address: _____

City, State, Zip _____

X. Entire Memorandum of Agreement

This MOU represents the entire agreement between the parties and supersedes all prior oral and written statements or agreements. This MOU may be amended only by written amendments duly executed by ASU and " _____ ".

XI. Execution

For the faithful performance of the terms of this MOU the parties, by their authorized representatives in their capacities as stated, affix their signatures and agree to be bound by the provisions hereof. This MOU has been made and interchangeably executed by the parties in duplicate. The effective date of this MOU will be upon execution by both agencies and will continue until modified in accordance with provisions in Section III or terminated in accordance with provision in Section VII.

ALCORN STATE UNIVERSITY:

AGENCY:

By: _____

Name _____ Date _____

Title _____

By: _____

Name _____ Date _____

Title _____

By: _____

Alfred L. Galtney, J.D. _____ Date _____

Chief Compliance Officer

By: _____

Tracy M. Cook, Ed.D. _____ Date _____

Interim President