**MEMORANDUM OF UNDERSTANDING**

Between

[Name of Organization]

[Organization Address]

and

University of Central Florida Research Foundation, Inc.

12201 Research Parkway, Suite 501, Orlando, FL 32826-3246

This Memorandum of Understanding (“MOU”) is made and entered into by and between [Organization Name](“Company”), a [Type of Entity], organized under the laws of [State or Country], and the University of Central Florida Research Foundation, Inc. (“UCFRF”), a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“UCF”); individually, “Party”, or collectively, “Parties”.

WHEREAS, the Parties share an interest in [Enter description of subject matter.]; and

WHEREAS, the Parties intend to engage in discussions in contemplation of possible cooperative efforts and/or joint research projects;

NOW THEREFORE, the Parties agree as follows:

# TERM

This MOU is effective as of the date of last signature (“Effective Date”) and shall not extend beyond [Month Day, Year] unless extended by mutual written agreement signed by the authorized representatives of the Parties.

# JOINT ROLES AND ACTIVITIES

The primary objective of this MOU is to state the intention of the Parties to discuss possible areas of collaboration. These may include, but shall not be limited to the following:

a. [Area of Collaboration]

b. [Area of Collaboration]

c. [Area of Collaboration]

# NON-USE OF NAMES

Neither Party may use each other’s name or trademarks in any promotion, statement, advertisement, press release or communications to the general public or any third party without each other’s express written consent. Any proposed public statement, advertisement, press release or communications by either Party shall be submitted to the other Party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication, unless otherwise required. However, nothing shall prohibit either Party from complying with Florida Statute 1004.22(2) regarding sponsored research activities.

# NON-BINDING AND NON-EXCLUSIVE

THIS MOU IS A NON-EXCLUSIVE UNDERSTANDING BETWEEN THE PARTIES AND SHALL NOT CONSTRAIN EITHER PARTY FROM ENGAGING IN INDEPENDENT EFFORTS. THIS MOU SETS FORTH THE PARTIES’ GENERAL INTENTIONS AND UNDERSTANDING AND DOES NOT CREATE ANY LEGALLY BINDING COMMITMENTS OR OBLIGATIONS ON THE PARTIES TO CARRY OUT SPECIFIC PROJECTS. ANY SPECIFIC PROJECTS OR SPONSORSHIP SHALL BE SET FORTH IN SEPARATE LEGALLY BINDING AGREEMENTS. NOTHING IN THIS MOU OBLIGATES EITHER PARTY TO COMMIT OR TRANSFER ANY FUNDS, ASSETS, OR OTHER RESOURCES IN SUPPORT OF PROJECTS OR ACTIVITIES BETWEEN THE TWO PARTIES. EACH PARTY WILL BE RESPONSIBLE FOR MANAGING ITS OWN COSTS FOR ANY ACTIVITY UNDER THIS MOU.

# INDEPENDENT CONTRACTOR

In the performance of all activities under and related to this MOU, each Party shall be deemed to be, and shall be, an independent contractor. This MOU shall not be deemed to create any other form of employment relationship or business organization between the Parties. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.

# TERMINATION

Either Party may terminate this MOU for convenience upon thirty (30) calendar days written notification to the other Party via email directed to the Party’s Contractual Contact identified in Section 7 below.

# ADMINISTRATIVE PERSONNEL

|  |  |  |
| --- | --- | --- |
| UCFRF Contractual Contact: |  | Company Contractual Contact: |
| University of Central Florida Research Foundation, Inc. |  | [Company Name] |
| 12201 Research Parkway, Suite 501 |  | [Address] |
| Orlando, Florida 32826-3246 |  | [City, State, Zip] |
| Attn: [Name] |  | Attn: [Name] |
| Email: [Email Address] |  | Email: [Email Address] |
|  |  |  |
| UCFRF Technical Contact: |  | Company Technical Contact: |
| [University Department] |  | [Company Name] |
| [Technical Address] |  | [Technical Address] |
| [City, State, Zip] |  | [City, State, Zip] |
| Attn: [Name] |  | Attn: [Name] |
| Email: [Email Address] |  | Email: [Email Address] |

# COUNTERPARTS

This MOU may be executed in counterparts, each of which shall be considered an original, but which together shall constitute but one and the same MOU.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU with the Effective Date shown herein:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| University of Central Florida Research Foundation, Inc. | |  | [Company Name] | |
| By: |  |  | By: |  |
| Name | [Name] |  | Name | [Name] |
| Title | [Title] |  | Title | [Title] |
| Date | [Date] |  | Date | [Date] |