

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
ON BEHALF OF ITS DAVIS CAMPUS
One Shields Avenue Davis, CA 95616
UNITED STATES OF AMERICA
AND
[RESEARCH INSTITUTION]
[CITY/COUNTRY]
ON
[SUBJECT OF RESEARCH COLLABORATION]

This Memorandum of Understanding (MOU) is made between **[INSTITUTION]** (hereinafter referred to as “[**INSTITUTION**]”), **[a public university]** **[a non-profit research institution]** **[located in [location]]** and **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS DAVIS CAMPUS** (hereinafter referred to as “UC Davis”), a public land grant university located in Davis, California, USA, each wishing to establish a cooperative research relationship through mutual interests in the areas of **[X subject(s) of research]**.

(**[INSTITUTION]** and UC Davis will hereinafter be referred to collectively as “Participants” or individually as “Participant”, as applicable.)

WHEREAS [INSTITUTION] and UC Davis are linked by common scientific and cultural interests in **[research area]**;

WHEREAS [INSTITUTION] and UC Davis wish to enable cooperation and exchange in the research area of **[research area]**; and

WHEREAS [INSTITUTION] and UC Davis wish to expand the basis for friendship and educational exchange between **[INSTITUTION COUNTRY]** and the United States of America;

NOW THEREFORE, [INSTITUTION] and UC Davis, as Participants to this Memorandum of Understanding, set forth the following:

ARTICLE I **(Background & Objectives)**

1.1 Background. [Provide a brief background of the relationship between Participants and/or research areas.]

1.2 Objectives. This MOU reflects the Participants’ sincere and genuine intentions to collaborate in specific activities set out herein pertaining to the research and development of [research area(s)]. The purpose of this MOU is to advance the collaborative ideas and objectives of the Participants as they relate to [research area (s)], and enable each of the Participants to pursue the research activities and tasks set out in Article II of this MOU.

ARTICLE II **(Scope of Collaboration)**

2.1 General Scope. Each Participant will foster a collaborative research relationship with the other Participant that is focused on [research area X by _____].

2.2 Specific Research Activities. The Participants intend to collaboratively pursue the following research activities and goals:

2.2.1 [To carry out research activities on X.]

2.2.2 [To propose systematic solutions to X.]

2.2.3 [To establish a joint research platform for X]

2.2.4 [To optimize X in order to X.]

2.3 Further Agreements. It is envisioned that the Participants will enter into further binding agreements involving or related to the collaborative research activities in Article 2.2 above (“Further Agreements”). Further Agreements will delineate the Participants’ rights and obligations, will address, among other things, sources of funding and intellectual property rights, and be signed by both Participants’ authorized signatories, before commencing any research activity.

2.3.1 Each Participant’s Liaison Officer, as designated in Article 4.6 below, will coordinate with its Office of Research, or equivalent, regarding any Further Agreements identified and proposed under this MOU prior to initiating projects or applying jointly for external funding for such projects.

2.3.3 Each Participant will abide by all regulations, policies and procedures of their Institutions regarding the disclosing and handling of intellectual property, developed

technologies, and confidential information that may arise under this MOU.

2.4 *Tasks for Participants.* Each Participant will maintain regular and reasonable contact with the other Participant and engage in discussions regarding [subject of research] collaboration and the research activities listed herein. Further, each Participant will nominate members of its senior staff to be responsible for overseeing matters pertaining to this MOU.

2.5 *Funding.* Specific funding allocations for the exchange of faculty, staff, and graduate student researchers (“Participating Researchers”), shall be subject to the approval of the individual Participant and are not binding as a result of this MOU. Except as may be stipulated in any specific subsequent agreement, each Participant shall be responsible for expenses incurred by its employees under this MOU.

2.5.1 Each Participant will provide assistances and/or the necessary letters of invitation or affiliation to facilitate the visa applications of Participating Researchers.

2.5.2 Participants shall be responsible for ensuring Participating Researchers have adequate medical insurance coverage, applicable in the country of the host Participant, for the duration of their visits.

ARTICLE III

(Duration, Termination and Amendment)

3.1 *Duration.* This MOU shall remain in force for four (4) years from the date of the last signature. Either Participant may terminate this MOU by providing 60 days’ advance written notice to the other Participant.

3.2 *Extension and Renewal.* The Participants may extend or renew this MOU by agreement, confirmed in a written amendment signed by each Participant’s authorized signatory.

3.3 *Amendment.* No amendment of the terms of this MOU will be effective unless made in writing and signed by each Participant’s authorized signatory.

ARTICLE IV

(General Matters)

4.1 *Use of Names.* Except in promoting the activities proposed in Article 1.2 above among its faculty, staff, and students, neither Participant may use the name of the other Participant in any form of advertising or publicity without express written permission. The Participants will seek permission from one another by submitting the proposed use, well in advance of any deadline, to the Liaison Officers designated in Article 4.6 below.

4.2 *Confidentiality.* In the course of the activities under this MOU it may be necessary for the Participants to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Participant, disclosed by one Participant to the other Participant of this MOU, and other documents

transmitted or communicated by either Participant to the other Participant that is marked as confidential or proprietary for the purposes of this agreement (“Confidential Information”) shall be received and treated in confidence, and shall not be used by the receiving Participant or disclosed by the receiving Participant without the prior written consent of the disclosing Participant, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publically known at the time of the disclosure, (b) is lawfully received by the receiving Participant from a third party which does not have a confidential relationship to the disclosing Participant, (c) the receiving Participant can demonstrate was in its possession or known by it before its receipt from the disclosing Participant, or (d) the receiving Participant is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving Participant shall, at the expiry or termination of this agreement, return to the disclosing Participant any and all documents provided by the disclosing Participant setting out as Confidential Information.

4.3 *Potential for Intellectual Property Development.* It is understood that activities contemplated under this MOU are expected to be cooperative in nature and that Participating Researchers (including students, faculty, and staff researchers) may collaborate in such research activities.

4.3.1 “Intellectual Property” or “IP” means all patentable discoveries, innovations, inventions, improvements, devices, equipment, and designs, conceived and reduced to practice under the term of and in performance of this agreement.

4.3.2 Participants hereby agree that ownership of intellectual property rights generated as a result of the activities under this agreement will follow inventorship rules in accordance with applicable patent laws. Each Participant to this MOU shall own the intellectual property (IP) conceived and first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this agreement. IP conceived or first reduced to practice jointly by employees or agents of both parties shall be Jointly Owned in accordance with applicable patent laws. “Jointly Owned” means either Participant may exploit jointly developed IP.

4.3.3 Notwithstanding the above, it is understood that, in accordance with the University of California Patent Policy, non-UC Davis personnel, including Participating Researchers, are required to sign additional documents consistent with University of California Patent Policy as a condition precedent of utilizing UC Davis research facilities.

4.3.4 All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights (“IPR”) disclosed in connection with this MOU shall remain the property of the Participant introducing and/or disclosing the same to the other Participant for the purposes of this MOU.

4.4 *Export Control.* It is recognized and understood that this MOU is subject to all applicable export control laws and regulations controlling the transfer of technical information or items out of the respective countries of the Participants. The transfer of certain technical information or items may require a license from the respective governments of the Participants. Participants to this MOU must comply with all applicable export control laws and

regulations and no Participant may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

4.5 Human and Animal Subjects in Research. Participants agree that adequate safeguards shall be taken whenever using human or animal subjects in research, consistent with applicable laws and policies regarding the use of human and animal subjects, including training of such trainees, faculty, or staff, an institutional review committee, research ethics board, or animal care and use committee composed of members with varying backgrounds who will perform complete and adequate review of projects involving the use of such subjects. Informed consent shall be obtained in accordance with national laws and regulations, international research standards, and accepted guidelines on good research practices and ethics. Each Participant shall, to the extent necessary for the legal conduct of activities under this MOU, comply with the laws and regulations of the other Participant’s country.

4.6 Notices. The Participants must give all notices under this MOU in writing. All communications must be sent to the addresses set forth below or to such other address designated by the Participants by written notice. Notices are effective upon receipt.

For UC DAVIS: [liaison officer name/title]
 [sponsor unit name]
 University of California
 [city, state, zip] USA
 Tel: 5 3 0 - ###-####
 Fax: 5 3 0 - ###-####
 email: [liaison officer email alias]@ucdavis.edu

With copy to: International Contracts Specialist
 Office of Research
 UC Davis
 1850 Research Park,
 Suite 300
 Davis, CA 95618
 Tel: 530-752-9482
 Email: carreed@ucdavis.edu

[INSTITUTION]: [liaison officer name/title]
 [sponsor unit name]
 [PARTNER INSTITUTION]
 [Address line 1]
 [Address line 2]
 [city, postal code, etc.]
 [country]
 Tel: [#####]
 Fax: [#####]
 email: [liaison officer email address]

4.7 Indemnification.

4.7.1. UC Davis agrees to defend, indemnify and hold [INSTITUTION], its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the activities under this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UC Davis.

4.7.2 [INSTITUTION] agrees to defend, indemnify and hold UC Davis, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the activities under this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of [INSTITUTION]

4.8 Dispute Resolution. The Participant’s agree to make efforts in good faith to resolve all disputes amicably and expeditiously between themselves.

4.9 Non-Binding Nature. This MOU is not intended to and does not give any person who is not a Participant to it any rights to enforce any of its provisions. Nothing in this MOU will be construed as creating a binding legal relationship between the Participants, with the exception of only Article IV herein which will survive the expiry or termination of this MOU. This MOU is a broad statement of intent which sets forth the general basis upon which the Participants wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Participants to this MOU.

4.10 Authorized Signatories. Each Participant represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

Signed for and on behalf of:

Signed for and on behalf of:

[INSTITUTION]

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS DAVIS CAMPUS

By: _____
[Institution Authorized Official]
[Title]

By: _____
Cindy M. Kiel
Executive Associate Vice Chancellor

Date: _____

Office of Research

Date: _____

Reviewed by:

By: _____

[Name of UCD Liaison/Faculty]

[Title]

SAMPLE