**MEMORANDUM OF UNDERSTANDING**

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

on behalf of its Berkeley campus

1608 Fourth Street, Suite 220, Berkeley, CA 94710

(Berkeley)

AND

[RESEARCH INSTITUTION]

on

[Subject of Research Collaboration]

This Memorandum of Understanding (MOU) is made between [INSTITUTION] (“Institution”), a [description of entity] located in [location] and The Regents of the University of California, on behalf of its Berkeley campus (“Berkeley”), a public corporation located in Berkeley, California, USA. [Institution] and Berkeley are each a “Party” and together are referred to as the “Parties”.

**Purpose**

The purpose of this MOU is to state the intentions of the parties in undertaking a collaboration in the research and development of [research areas]. The Parties have common scientific and research interests and will cooperate in performing the activities stated below.

**Types of Cooperative Activities**

The scope of collaboration on research activities to be pursued through this MOU includes the following [*select those that apply*]:

1. [Research collaboration in the areas of mutual interest.]
2. [Exchange of academic materials which are made available by both parties.]
3. [Exchange of visiting research scholars.]
4. [Cooperative symposia, seminars, workshops and conferences.]

**Specific Research Activities**

**Activity I:** [Description of specific research activities]

**Activity 2:** [Description of specific research activities]

**Activity 3:** [Description of specific research activities]

**Funding**

The Parties intend to support the specific research activities stated above in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD. The payment terms and schedule will be stated in a later, formal agreement. Until the Parties enter into a formal agreement, each Party will bear its own costs.

**MOU is Non-binding**

This MOU is not intended by the Parties to be legally binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties. Nothing in this MOU is intended to create a legal partnership or joint venture or is intended to create any new academic programs. The Parties recognize that Berkeley could only establish such programs in accordance with University of California policies and procedures.

**Formal Agreement**

The Parties’ intentions expressed in this MOU will be the subject of a future definitive agreement, which will contain detailed provisions stating the Parties’ rights and obligations including:

* 1. Detailed statement of work
  2. Milestones and schedule for deliverables
  3. Funding arrangements, including allocation of funds both domestically and internationally as required
  4. Intellectual property arrangements
  5. Exchange of materials, data, and software
  6. Disclosure of confidential information
  7. Compliance with laws and regulations, including those applicable to human and animal subjects in research, disclosures of conflicts of interest, and export controls.
  8. Roles and responsibility in administering and managing the project.

**Publicity and Use of Names and Trademarks**

Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or any product or service resulting from activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party. The Parties acknowledge that by entering into this MOU Berkeley is neither stating nor implying that it has tested, endorsed or approval any product, service or company.

Nothing in this Article is intended to restrict either Party from disclosing the existence of any nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

**General Terms**

1. This MOU is effective from the date when both parties have signed it (“Effective Date”).
2. This MOU shall remain in force for a period of five (5) years from the Effective Date. Either Party may terminate the MOU by providing at 60 days’ advance written notice to the other Party. Termination or expiration of this MOU does not automatically terminate any separate agreement between the Parties related to the subject matter of this MOU.
3. The MOU may be amended or extended by mutual consent in writing signed by authorized representatives of the Parties.
4. Each party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
5. Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement. No confidential information shall be disclosed pursuant to this MOU.
6. No export-controlled information shall be disclosed pursuant to this MOU.
7. This MOU is written in English and [language]. In the event of a discrepancy between the English and [language] version of this MOU, the English version will prevail.
8. This MOU may be executed in counterparts, which taken together will constitute one document.

**Notices**

Each Party must provide all required notices under this MOU in writing to the addresses set forth below or such other addresses designated by the receiving Party:

For [Institution]: [Name of contact

Title

Unit or Department

Partner Institution

Address

Phone

Email:]

For Berkeley: [Name of contact

Title

Unit or Department

University of California, Berkeley

Address

Phone

Email:]

With copy to: [Name of contact

Title

SPO or IAO [*depending on the nature of sponsor*]

University of California, Berkeley

Address

Phone

Email:]

Signed for and on behalf of

|  |  |
| --- | --- |
| **The Regents of the University of California on behalf of its Berkeley campus** by its authorized representative:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date | **[Partner Institution]** by its authorized representative:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date |