NON-BINDING
MEMORANDUM OF UNDERSTANDING

For

RESEARCH, EDUCATION, and TRAINING

Between

.

And

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

IN WITNESS WHEREOF, the Parties have executed this non-binding Memorandum of Understanding as of the day and year of the last signature indicated below.

By:_____
Date:_____

By:_____
Date:_____

INTRODUCTION

WHEREAS, _____ **(“_____”)** has developed expertise in _____
And is interested in developing partnerships with academic institutions for the purpose of research, education and training; and

WHEREAS, Florida Atlantic University (FAU) is an educational and research institution with mutual interests to_____; and

WHEREAS, this Memorandum of Understanding (“MOU”) will establish a mechanism for the Parties to plan cooperative research and educational activities; and

WHEREAS, each Party to this MOU recognizes the unique expertise of the other; and

NOW THEREFORE, the undersigned Parties agree as follows:

I. AUTHORITIES

The Parties represent that they are each authorized under the laws of the State of Florida to enter into an MOU where such MOU promotes its objectives and mission.

II. OBJECTIVES

The objectives of this MOU are:

1. To allow the Parties to plan collaborative research, educational, and training activities of mutual interest.

2. Where appropriate and as mutually agreed upon, to jointly seek sources of external support to fund these planned collaborative efforts.

3. To make available to the public, other researchers and faculty those facts, methods and new findings that are discovered through that research, and to share specialized scientific equipment, physical facilities and support services in ways that will expand and provide more cost effective research and education for the Parties.

III. ACTIVITIES

In furtherance of the above objectives, the Parties agree that each will do the following:

1. Appoint a Coordinator to assist in developing and planning collaborative research, educational, and training projects. Each party will identify the name and contact information for its Coordinator.

2. Continue to provide salaries, benefits, and travel costs of employees during such time as they are involved in planning collaborative activities in accordance with its standard policies and as budgetary considerations permit.

3. As specific collaborative research, educational and training activities are identified and the roles of each Party are agreed upon, those collaborative efforts will be reduced to writing as contracts and signed by the Parties. Any collaborative research agreements arising from this MOU will include, but not be limited to, provisions setting forth the approved budget, specific financial and administrative arrangements, a description of the scope of work to be performed, the rights to intellectual property arising from the collaborative research effort and the right to publish.

4. This MOU does not necessarily anticipate any present exchange of monies between Parties or guarantee specific funding. Future joint projects will require a separate contract pursuant to paragraph 6 of Article III herein.

IV. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this MOU, the Parties agree not to discriminate against any employee, student, or applicant for employment because of sex, race, religion, color, handicap, or national origin.

V. AMENDMENTS AND REVIEW

The terms of this MOU may be amended only by written mutual agreement, effective when signed by the Parties.

VI. TERM AND TERMINATION

This MOU shall be in effect and automatically renew annually unless any Party, at any time, provides written notice of its intent to withdraw from it,

VII. NOTICE

Any notice required to be given under this MOU shall be in writing and deemed to have been given at the earlier of when actually received if delivered by hand or by telecopy or, if sent by mail to the party's address given below, five (5) days after mailing. A party may change the address for notice purposes by sending a notice of change of address in conformity with this paragraph.

Notice to _____:

Notice to FAU:

FAU
777 Glades Road
Boca Raton, FL 33431
Attn: Vice President of
Research

VIII. USE OF NAME

The Parties agree not to use each others names in any advertising or other form of publicity without the prior written consent of that Party. However, the Parties agree in advance that each may use the name of the other in announcing this MOU.

IX. This MOU shall be construed in accordance with the laws of the State of Florida.