**MEMORANDUM OF UNDERSTANDING**

**I. PURPOSE**

The University of Texas at El Paso (“University”), an institution of The University of Texas System ("System") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“School”), a public High School having a business address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, seek to \_collaborate on Project ACE\_\_. This Memorandum of Understanding (“the MOU”) sets forth the basic principles and guidelines under which the parties will work together to accomplish these goals.

## **II.** **AUTHORITY**

Authority for cooperation in areas of research and development, and resultant intellectual property and patents will be in accordance with the regulations and practices of the System. The governing ownership and commercialization rights of applications and products will be in accordance with U.S. patent laws and negotiated under separate written agreement.

**III. IMPLEMENTATION OF AGREEMENT**

(a) In order to facilitate and enable collaboration, meetings will be held as necessary. Both the University and School will identify individuals who will be the focal point of contact to implement and coordinate the MOU.

(b) The parties shall jointly prepare and must approve all joint proposal materials (e.g., white papers, statements of work, briefing charts, etc.) and any presentations or submissions thereof will be in accordance with University policies and procedures through the Office of Research and Sponsored Projects.

(c) Implementation and performance of any specific project arising out of this MOU or resulting from a joint proposal will require a separate written agreement that will be negotiated through the Office of Research and Sponsored Projects. Such future agreement will establish project goals, schedules, cost and funding arrangements, tasks and statements of work, deliverables, and any security or other requirements of the parties related to the specific project.

(d) The University and School shall seek to resolve any dispute concerning the MOU through good-faith negotiations and discussions.

(e) Nothing in this MOU is intended nor shall be construed to create an employee/employer relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the research/services/education covered by this MOU shall be performed and rendered in a competent, efficient, and satisfactory manner.

1. Neither party shall have the right to assign or transfer their rights to any third parties under this MOU without prior written consent of the other parties.

(g) This MOU does not confer any rights or expectations upon any person not a party to this MOU. Nor does this MOU guarantee or promise employment or continued employment to any person.

(h) Neither party shall have the authority to bind the other. The parties shall remain independent of each other at all times and no party shall act as the agent for the other party.

**IV. EFFECTIVE DATE**

The MOU is effective upon signature of the parties and will remain in effect unless and until terminated as provided under Article VI.

**V. AMENDMENTS**

The MOU may be modified or amended by written agreement among the parties hereto. Additionally, any terms or conditions involving the University and School not stated in the MOU but expressly agreed to in a future MOU signed by the authorized representatives of both parties is considered integrated into this MOU, unless expressively specified and agreed to otherwise.

**VI. TERMINATION**

The MOU will expire five (5) years from the date of execution unless renewed by mutual agreement of the parties. The MOU may be terminated by either party by giving thirty (30) days prior written notice to the other party. Expiration or termination would affect only pursuits of new projects under the MOU. Projects contemplated will be governed by the specific individual agreements anticipated above.

**THE UNIVERSITY OF TEXAS AT EL PASO SCHOOL**

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Dr. Roberto A. Osegueda

Vice President for Research

Office of Research and Sponsored Projects

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Date: Date: \_\_\_\_\_\_\_