MEMORANDUM OF UNDERSTANDING
BETWEEN
EMORY UNIVERSITY
AND
[ENTITY NAME]

This Memorandum of Understanding (“MOU”) is entered into between Emory University, [through its ________], located in DeKalb County, Georgia, United States, (“Emory”) and [Entity Name], located in _____________, (“[Entity Initials]”).

1. The purpose of the MOU is to ______________________. [e.g., promote ongoing mutual cooperation in educational and research activities; establish a framework for programs of exchange and collaboration in areas of interest and benefit to both parties; enhance the understanding of the economic, cultural and social issues and environment of the respective institutions, etc.]

FOR RESEARCH AND/OR EXCHANGE

2. Within fields that are mutually acceptable and subject to available funds, the following general forms of cooperation will be pursued:

   a. [Exchange of materials and information];
   b. [Joint research activities];
   c. [Exchange of, and assistance to, visiting faculty members, research scholars and undergraduate / graduate students];
   d. [Graduate program cooperation];
   e. [Organize symposia, conferences, short courses and meetings on research issues].

   [The implementation of each part will be addressed in a subsequent agreement as and where needed.]

FOR RESEARCH

3. Emory University will carry out a program of research entitled “[Program Name]” “([Program Initials])” in collaboration with [Entity Name]. The program of research and the obligations of the parties are set out in detail in the document attached as Addendum A.

4. [Program Initials] takes into account needs that are expressed in the [Policy document name]. [Within the framework of its implementation, only captures with release are authorized in the protected area. – what does this mean?]
5. __________ are responsible for the conduct of the research discussed above in adherence with ethical guidelines and approval from the Emory Institutional Review Board and the __________.

**INTELLECTUAL PROPERTY**

6. Each party will retain ownership of any proprietary materials that it had invented, created, developed, or otherwise generated or acquired before commencement of the relationship governed by this MOU (“Pre-existing Materials”). No license or other permission to use any Pre-existing Materials is granted or implied by this MOU or any activities conducted hereunder, even if Pre-existing Materials are incorporated into or used in connection with any activities or projects conducted pursuant to this MOU.

   The parties acknowledge that proprietary materials may be invented, created, developed, or otherwise generated or acquired in connection with the relationship and activities contemplated by this MOU. The parties agree that ownership of any such proprietary materials shall be governed and determined by applicable law. To the extent that applicable law would grant sole ownership of any such proprietary materials to a party to this agreement or to any individual employee or other representative of a party, all such rights are expressly reserved, and this MOU and any activities conducted hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any other party. To the extent that applicable law would grant joint ownership of any such proprietary materials to two or more parties to this agreement or any of their individual employees or representatives, all such rights are expressly reserved, and this MOU and any activities conducted hereunder shall not convey any ownership interests or any other rights in or to the proprietary materials in question to any party that is not a joint owner and shall not waive or alter the rights of any joint owner. [Note that applicable law concerning jointly owned intellectual property may permit one owner to exploit the intellectual property without obtaining the consent of the other joint owner.]

   The parties acknowledge that the activities of any other individual employees or other representatives shall be subject to the intellectual property policies of their respective institutions.

   Proprietary materials may include but are not limited to inventions, trade secrets, techniques, research, data, data compilations, or copyrightable expression.

7. Any manuscripts or other potential publications or distributions resulting from joint research carried out in the framework of the MOU must be reviewed and approved by Emory University and [Entity Initials] before they are submitted to an outside party.
8. Projects of co-edited works or any other project will be addressed in agreements which specify the obligations and the rights of the parties.

**GENERAL**

9. [The MOU shall be referenced in any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party.]

10. [Both parties agree that they shall refrain from disclosing any student's educational records except with the student's consent or as permitted under the Family Educational Rights and Privacy Act and all regulations thereunder.]

11. [This MOU shall have a term of ___ years from the date of execution. It is understood that this MOU may be subject from time to time to revision or modification by mutual agreement. Furthermore, any party may terminate the MOU unilaterally with ___ days prior written notice to the other parties in whole or in part as deemed prudent by any party in its sole discretion. If the MOU is terminated neither party shall be liable to the other for any monetary or other losses that may result.] OR [This MOU is non-binding and can be terminated by Emory at any time and for any reason with no explanation required.] OR [This MOU is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of the institutions involved and to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either institution, nor may any constraints be imposed by either upon the other.]

12. Each party agrees not to discriminate in administering this MOU and the programs provided for hereby on the basis of race, sex, age, national origin, color, religion, disability, or sexual orientation.

13. Emory and its representatives shall abide by the applicable laws and regulations of [Country Name] and will respect the cultural, religious and social customs of [Country Name] to the extent such laws, regulations, cultural, religious and such social customs would not cause Emory and its representatives to violate their obligations under this Agreement or the laws of the United States of American or the State of Georgia. [In addition, any visiting student or staff person, pursuant to an agreement discussed in Section ___ above, will be subject o the rules and regulations of the host institution.]

14. [The English version of this MOU will govern. Activities at Georgia will be governed and interpreted by the laws of the State of Georgia, U.S.A., while activities in _____ will be governed and interpreted by _____ laws. This Agreement will be governed by the laws of the State of Georgia.]
15. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The MOU is the sole agreement between the parties concerning the subject matter hereof and shall not be altered or amended except in writing duly executed by all parties.

[Signatures on the Following Page.]
IN WITNESS WHEREOF, the undersigned hereby execute this MOU as of the dates written below.

EMORY UNIVERSITY

By: _____________________________
[Emory Signatory]
[Title]
[University Affiliation]

Date:______________

[Entity Name]

By: _____________________________

Date:______________