

MEMORANDUM OF UNDERSTANDING

BETWEEN

{INSERT NAME OF PARTY}

AND

TENNESSEE TECHNOLOGICAL UNIVERSITY

This agreement shall be known as a { } between {INSERT NAME OF PARTY}, hereinafter referred to as { } and TENNESSEE TECHNOLOGICAL UNIVERSITY, hereinafter referred to as TTU.

ARTICLE I BACKGROUND AND OBJECTIVES

{PARTY'S Background and its Objectives}

Since TTU can provide these professional activities, for the mutual benefit of TTU and {PARTY}, this agreement will provide the format in which the two parties can develop specific projects of mutual interest.

LEGISLATIVE AUTHORITY {if applicable}

{What's the Legislative Authority for the PARTY?}

Whereas, **{DESCRIBE Universities role, and the why it's desirable to enter into this agreement with the other party...modify as necessary}**; and

Whereas, the University has several disciplines and degree programs which prepare students for careers in { }s and which conduct research over the broad spectrum { }; and

Whereas, the PARTY and TTU are mutually interested in and desire to cooperate in conducting {DESCRIBE}; and

Whereas, such studies, whether performed and/or financed by the PARTY or performed and/or financed by TTU or other institutions or persons, will be valuable to the educational and research programs of TTU and will be valuable and necessary for the management of the areas and resources under the jurisdiction of the PARTY; and

Whereas, both parties to this MOU wish to cooperate with one another for their mutual benefit and for the general benefit of the people of the United States and future generations; and

Whereas, it is contemplated that there will be substantial involvement, as specified in Article II of this Agreement, by the PARTY in the work of TTU;

Now therefore, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto desire to cooperate and mutually agree as follows:

{BRIEF SUMMARY OF WORK}

ARTICLE II STATEMENT OF WORK

TTU agrees to:

{DESCRIBE WORK TTU WILL DO. INCLUDE, IF NECESSARY,
INFORMATION ON LIABILITY INSURANCE AND SELF-INSURANCE}

The PARTY agrees to:

{DESCRIBE WHAT THE OTHER PARTY WILL DO}

ARTICLE III TERMS OF AGREEMENT

This MOU shall become effective upon date of final signature and shall continue in full force and effect for a period of five (5) years. The MOU will expire at the end of that specified term unless formally reaffirmed for another term not exceeding five (5) years.

ARTICLE IV KEY OFFICIALS

Administrative Representative: The personnel listed below are identified as key administrative staff under the Cooperative Agreement.

Tennessee Technological University

Francis Otuonye
Vice President for Research and Graduate Studies

{
PARTY

ARTICLE V AWARD

1. Funds to cover any effort under this MOU will be obligated through individual agreements. Each agreement shall consist of a memorandum authorizing work to be accomplished followed by a proposal from TTU for accomplishment of the work accompanied by a cost breakdown containing both TTU's share of costs and the PARTY's share of costs for the work. When the work to be accomplished and the work program are mutually agreed upon, an agreement shall be issued by the PARTY's contracting officer to obligate funds. All such agreements must be processed through the normal TTU channels for review and approval.
2. Nothing herein shall be construed as obligating either TTU or the PARTY to expend, or as involving either in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for the work in each agreement.
3. TTU shall be reimbursed for indirect costs at a negotiate rate of not to exceed 49% percent of Modified Total Direct Cost for each agreement. TTU will contribute the balance of its standard Indirect Cost rate as services-in-kind support to each individual agreement.
4. The negotiated indirect cost rate of not to exceed 49 percent does not apply to agreements, purchase orders, or contracts between TTU and the PARTY which are not conducted as part of this MOU.
5. Payments to TTU will be made in accordance with the following:
 - a. Payments will be made either by check or by wire transfer through the Treasury Financial Communications System, at the option of the Government. Payments will be made upon receipt and approval of detailed invoices for work accomplished in accordance with each individual agreement.
 - b. In accordance with General Provisions, Clause 2, entitled "Allowable Costs," and Clause 3, entitled "Payment Requirements," each claim for reimbursement shall be accompanied by a breakdown sheet showing costs

incurred on each budgetary item. Each invoice shall contain the following information:

- ** Name of University
- ** Invoice Date
- ** Agreement Number
- ** Description of effort, unit price, and extended totals
- ** The following statement, accompanied by the signature of the appropriate TTU financial official, shall be added to each invoice: "I certify that all payments requested are for appropriate purposes and in accordance with provisions of the agreement."
- ** Other substantiation documentation of information as required by this MOU.

- c. Invoices shall be sent to the Representative identified in each individual agreement.

ARTICLE VI PRIOR APPROVAL

{N/A}

ARTICLE VII REPORTS AND DELIVERABLES

{N/A}

ARTICLE VIII PROPERTY UTILIZATION AND DISPOSITION

Property of the PARTY and TTU shall be used on mutually agreed to projects.

ARTICLE IX MODIFICATION AND TERMINATION

- A. This MOU may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this MOU by providing the other party with sixty (60) days advance notice. In the event that one party provides the other party notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE X STANDARD CLAUSES

A. Civil Rights

During the performance of this MOU, the participants agree to abide by the terms of U.S. Department of the Interior -Civil Rights Assurance Certification, non- discrimination, and will not discriminate against any person because of race" color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

{MODIFY AS NEEDED} PARTY will not publicize, or other wise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies TTU OR TTU employee endorsement of a product, service, or position which the PARTY represents. No release of information relating to this MOU may state or imply that TTU approves of the PARTY's work, product, or considers the PARTY's work product to be superior to other products or services.

C. Public Information Release

The PARTY will obtain prior TTU approval from the AUTHORIZED REPRESENTATIVE for any public information releases which refer to TTU, TTU EMPLOYEES, or this MOU. The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

ARTICLE XI AUTHORIZING SIGNATURES

IN WITNESS THEREOF, the parties hereto have signed their names and executed this Cooperative Agreement on the date herein below last written.