NORTH CAROLINA CENTRAL UNIVERSITY

MEMORANDUM OF UNDERSTANDING

Project or program: _____
University sponsoring unit: _____

This Memorandum of Understanding ("MOU") is entered into by North Carolina Central University (University), a constituent institution of The University of North Carolina, and _____ ("Partner"). The University and Partner are individually a Party and collectively the Parties.

Article 1. Purpose and Scope

The purpose of this MOU is to _____. The activities covered by this MOU are

_____
_____
_____
_____. Activities outside this scope require a written amendment or separate agreement signed by authorized representatives of both Parties.

Article 2. Term

This MOU becomes effective on the date of the last signature below and remains in effect for three (3) years, unless terminated earlier under Article 10. Any renewal or extension must be in writing and signed by authorized representatives of both Parties before the term expires.

Article 3. Responsibilities of the Parties

The University shall:
(a) _____
(b) _____
(c) _____

Partner shall:
(a) _____
(b) _____
(c) _____

The Parties shall coordinate implementation through the contacts identified in Article 11 and evaluate progress by _____. Operational contacts may coordinate activities but may not amend this MOU or authorize additional financial obligations.

Article 4. Costs and Resources

Each Party shall bear its own costs of performing this MOU. No payment, reimbursement, or transfer of funds between the Parties is authorized unless expressly set out in Attachment A, incorporated into this MOU and approved through the applicable University processes. If no funds will be exchanged, Attachment A shall state "No funds will be exchanged."

University obligations are subject to the availability of lawfully appropriated or otherwise available funds. This MOU does not authorize expenditures, purchases, or commitments outside applicable procurement requirements or delegated authority.

Article 5. Compliance and Access

Each Party shall comply with applicable federal and North Carolina laws and regulations. Partner personnel accessing University facilities or systems shall comply with applicable University policies and access requirements communicated to them. Each Party is responsible for supervising its personnel and securing permissions, licenses, and approvals necessary for its activities.

Neither Party shall discriminate in performing this MOU in violation of applicable law. The Parties shall coordinate any legally required accommodations and accessibility arrangements relevant to the activities described in Article 1.

Article 6. Records Confidentiality and Data Protection

The Parties acknowledge that the University is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes. This MOU does not require the University to withhold records that must be disclosed by law. A confidentiality designation by Partner does not, by itself, establish a legal exemption from disclosure.

Each Party shall protect information received from the other Party that is confidential under applicable law, use that information only for authorized purposes, and restrict access to persons who need it to perform this MOU. Records shall be retained and disposed of in accordance with applicable law and retention requirements.

This MOU alone does not authorize access to or disclosure of student education records, personnel records, health information, or other restricted data, or access to University systems. Before any such access or disclosure, the Parties must obtain required approvals and execute any necessary data sharing, privacy, or security agreement. Any disclosure of student education records must comply with the Family Educational Rights and Privacy Act (FERPA).

A Party discovering unauthorized access, use, or disclosure of information received under this MOU shall notify the other Party without undue delay and cooperate in legally required response measures. Any supplemental data agreement may establish additional notification and security requirements.

Article 7. Intellectual Property and Publicity

Each Party retains its rights in intellectual property it owned or developed independently of this MOU. No license or ownership transfer is implied. Before activities expected to create joint intellectual property, copyrighted deliverables, inventions, or licensable materials begin, the Parties shall document ownership and permitted uses in a separate written agreement or approved attachment.

Neither Party may use the other Party's name, logos, trademarks, or other identifying marks, or issue a public announcement concerning this MOU, without prior written approval, except as required by law. No use may imply an endorsement beyond the approved collaboration.

Article 8. Relationship and Responsibility

The Parties are independent entities. This MOU does not create a partnership, joint venture, agency, or employment relationship. Neither Party may bind the other or make representations on its behalf. No exclusivity is created by this MOU.

Each Party is responsible for its own acts and omissions and those of its personnel to the extent provided by applicable law. The University does not agree to indemnify, defend, or hold harmless Partner or any other person. Nothing in this MOU waives the University's sovereign immunity or any other immunity, defense, or limitation of liability available under law.

Article 9. Governing Law

This MOU is governed by North Carolina law. This Agreement shall be governed by and construed under the laws of the State of North Carolina, which shall also be the forum for any lawsuits arising from or incident to this Agreement.

Article 10. Termination

Either Party may terminate this MOU without cause upon thirty (30) calendar days' written notice to the other Party. Either Party may terminate immediately upon written notice if continued performance would violate law or pose a material risk to health, safety, or protected information. The University may terminate upon written notice if legally available funding is withdrawn or becomes insufficient for its performance.

Upon expiration or termination, the Parties shall stop the affected activities and coordinate an orderly transition. Any payment obligations, approved noncancelable commitments, refunds, and disposition of resources shall be governed by Attachment A or another applicable written agreement. Neither Party may create new obligations for the other during transition without written authorization.

Provisions concerning records retention, legally protected information, intellectual property, accrued payment obligations, and reserved immunities survive expiration or termination to the extent necessary to give them effect.

Article 11. Contacts and Notices

University operational contact:
Name and title: _____
Department: _____
Address: _____
Email and telephone: _____

Partner operational contact:
Name and title: _____
Address: _____
Email and telephone: _____

Formal notices, including notices of termination, shall be sent to:
University: _____
Partner: _____

Formal notices shall be delivered personally, by trackable mail or courier, or by email with affirmative acknowledgment of receipt. Notices are effective upon receipt. Either Party may update its contact information by written notice without amending this MOU.

Article 12. Entire Agreement and Amendments

This MOU, including its incorporated attachments, constitutes the entire agreement concerning its subject matter and supersedes prior discussions or understandings on that subject. Amendments must be in writing and signed by authorized representatives of both Parties. Attachments may supplement, but may not

override, Articles 4 through 12 unless the change is expressly identified in a signed amendment approved through the University's applicable review process.

Neither Party may assign this MOU or delegate its obligations without the other Party's prior written consent. This MOU creates no rights in third parties. If a provision is held unenforceable, the remaining provisions remain effective to the extent lawful. The MOU may be signed in counterparts and by electronic signature as permitted by applicable law.

Article 13. Signatures

The Parties intend this MOU to create binding obligations as expressly stated herein. Each individual signing represents that the individual is authorized to execute this MOU on behalf of the identified Party.

NORTH CAROLINA CENTRAL UNIVERSITY

Signature: _____
Name: _____
Title: _____
Date: _____

_____

Signature: _____
Name: _____
Title: _____
Date: _____

Attachment A Costs and Payment Terms

[Complete this attachment for every MOU. If no funds will be exchanged, insert "No funds will be exchanged" and delete the unused fields below.]

Party responsible for payment: _____
Payee: _____

Total amount or maximum obligation:

_____
Funding source and required approvals:

_____
Goods, services, or reimbursable costs:

_____
Payment schedule and conditions: _____
Invoice requirements and payment terms:

_____
Responsibility for taxes and expenses:

_____
Termination accounting and refunds: _____
Noncancelable commitments expressly approved:

_____

No other payment or reimbursement is authorized. Any increase in the maximum obligation requires a signed amendment and applicable University approvals.