**Memorandum of Understanding**

This Memorandum of Understanding (hereinafter “MOU”) is entered into on \_\_, 2016 (“Effective Date”) by and between Fordham University, a not-for-profit private educational institution chartered by Special Act of the State of New York, located at 441 E. Fordham Road, Bronx, New York 10458 (hereinafter “Fordham”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Collaborator”).

**Whereas,** Fordham is the recipient of a grant in the amount of\_\_\_\_\_\_\_\_\_\_\_\_from the \_\_\_\_\_\_\_\_\_\_ (hereinafter “Sponsor”) for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter “Program”) as described in Exhibit A; and

**Whereas,** Fordham shall take the lead role in administering the grant and submitting the necessary programmatic and financial reports required by the Sponsor; and

**Whereas,** Fordham desires to engage the Collaborator to perform services under the direction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as are further described in this MOU, and the Collaborator is willing to accept such engagement;

**Now, therefore,** in consideration of the promises, mutual covenants and agreements set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree:

**Work Objectives**. The Collaborator agrees to complete the following work objectives:

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Budget and Compensation.** The budget for this MOU is $\_\_\_\_\_\_\_\_\_\_\_, as described in Exhibit B. Fordham shall make payments upon the parties’ execution of the MOU and receipt of invoices from the Collaborator as described in the schedule in Exhibit B.

**Administration and coordination.** The administration and coordination of the Program as follows: Fordham: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as lead Principal Investigator for the Program; Collaborator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Intellectual Property.** With respect to all of the work product that the Collaborator creates as part of this MOU that did not belong to the Collaborator prior to its engagement by Fordham,
the Collaborator will and hereby does assign to Fordham all of its right, title and interest in and to all such work product. The Collaborator hereby acknowledges and agrees that all works of authorship that are made by it (solely or jointly with others) within the scope of its relationship with Fordham under this MOU, are “WORKS MADE FOR HIRE” pursuant to §201(b) of the 1976 Copyright Act, as amended, and that all ownership of copyright in such works shall vest entirely in Fordham.

**Term.** The term of this MOU (“Term”) shall commence on the Effective Date and shall continue through and expire on \_\_\_\_\_\_\_\_\_\_unless earlier terminated as hereinafter set forth. Either party may terminate this MOU in the event of a material breach or default by the other party which remains uncured following thirty (30) days’ prior written notice describing such breach or default in reasonable detail.

**Indemnification.** Each party to this MOU shall indemnify, defend, and hold harmless the other party and its agents, trustees, directors, employees, and representatives, from and against any and all demands, claims, damages, losses, liabilities, and costs (including reasonable attorney’s fees), arising out of, or caused by, (i) the indemnifying party’s negligence or willful misconduct in connection with its performance of this MOU, or (ii) any breach by the indemnifying party of any of its representations, warranties or covenants made herein.

**Relationship of Parties.** Nothing contained in this MOU shall be deemed to create, whether express or implied, a partnership, joint venture, employment, or agency relationship between the Collaborator on the one hand, and Fordham, on the other hand.

**Assignment.** Neither party may assign this MOU without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. This MOU shall be binding on successors and permitted assigns.

**Severability.** If a court of competent jurisdiction determines that any provision of this MOU is invalid or unenforceable to any extent under applicable law, the remainder of this MOU (and the application of this MOU to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

**Governing Law.** The MOU is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of New York, without regard to its conflict of laws principles. Each party hereto consents to the jurisdiction of the state and federal courts of New York. All claims brought by a party hereunder shall be brought in the State or Federal courts located in New York County, New York.

**Notices.** All notices required to be given pursuant to this MOU must be given in writing, and either hand delivered or delivered by certified mail, return receipt requested, or overnight courier service, addressed as set forth below. Actual delivery or a receipt of delivery of such notice (in the case of delivery by certified mail or by overnight courier service) shall constitute the giving thereof. Either party may change its address or addressee by written notice given in accordance with the foregoing.

If to the Collaborator:

 **Institution Name**

Address:

Attention:

If to Fordham: Fordham University

441 East Fordham Road

 Bronx, New York 10458

 Attention:

With a copy to: Fordham University

 441 East Fordham Road

 Bronx, New York 10458

 Attention: Elaine Crosson, Esq.

 General Counsel

 **In Witness Whereof**, each party hereto has caused this MOU to be executed on behalf of such party by an authorized representative as of the date set forth below.

**For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

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

**For Fordham University**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: PI Name and Signature

Title:

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Kris Wolff

Title: Director, Office of Sponsored Programs

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

Exhibit A

Program Description

Exhibit B

Budget and Payment Schedule