**Memorandum of Understanding**

**between**

**Mississippi State University**

**and**

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

This MOU, effective as of the date of execution by both parties, is made by and between Mississippi State University (University), with offices located in Mississippi State, MS and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with offices located at\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “COMPANY”), collectively, “the Parties”.

WITNESSETH

The Parties being in agreement that a collaboration between them for the purpose of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Purpose”) would be mutually beneficial, this MOU is designed to set forth the rights and responsibilities of each Party related to the Purpose.

1. **Responsibilities of the Parties**
   1. **Responsibilities of University**
      1. Set forth obligations of MSU
      2. Etc.
   2. **Responsibilities of Company**
      1. Set forth obligations of Company
      2. Etc.
2. **Intellectual Property**
   1. **Definitions**
      1. "Background Intellectual Property" means property and the legal right therein of either or both Parties developed before or independent of this MOU.
      2. “Intellectual Property” means individually and collectively all inventions, improvements, or discoveries and all works of authorship which are generated in the performance of this MOU.
      3. “Invention” means any invention conceived or reduced to practice pursuant to and during the Project.
   2. **Title.** Each party shall retain title to Inventions and other Intellectual Property developed by their respective employees. In the event that employees of more than one party make an Invention, the Invention shall be jointly owned by the Parties employing the inventors. Inventorship shall be determined in accordance with U.S. Patent law. The Parties understand that University, as a public research institution, must maintain certain rights to use and publish Intellectual Property and Inventions for research and educational purposes. Unless otherwise specified in this or a subsequent agreement, each Party shall have sole rights to its own Background Intellectual Property.
   3. **Publications.** University shall have the right to publish or otherwise publicly disclose information gained in the course of the work conducted by University on the Project, provided, however, that none of Company’s Confidential Information, as hereinafter defined, shall be published.
3. **Confidentiality.** 
   1. **Confidential Information.** Any and all knowledge, know-how, practices, processes, or other information (hereinafter referred to as "Confidential Information") disclosed in writing and clearly marked as “Confidential Information” shall be received and maintained by the receiving party in strict confidence and shall not be disclosed to any third party unless authorized by law. Confidential Information shall be used only for the Purpose set forth in this MOU.
   2. **Exceptions.** Nothing contained herein will in any way restrict or impair either Party's right to use, disclose, or otherwise deal with any Confidential Information which at the time of its receipt:
      1. was in the receiving party's possession or was known to it prior to its receipt from the disclosing party;
      2. is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party;
      3. is or becomes public knowledge without fault of the receiving party.
      4. is or becomes available on an unrestricted basis to the receiving party from a source other than the disclosing party;
      5. becomes available on an unrestricted basis to a third party from the disclosing party or from someone acting under its control;
      6. is publicly disclosed (i.e. not under adequate protective order) by the receiving party under an order of a court or government agency, provided that the receiving party provides prior written notification to the disclosing party of such obligation and the opportunity to oppose such order;or
      7. is ordered to be released by a court of competent jurisdiction or otherwise required to release by law.
   3. **Duration.** The above obligations for Confidential Information shall be in effect for a period of five (5) years from the termination of the agreement.
4. **Financial Obligations.** Each Party being responsible for its own financial obligations under this MOU. The Parties agree that any financial obligation of University is subject to the availability of funds for such purposes, and if no funds are allocated, University shall be excused from the performance of any financial obligation hereunder.
5. **Additional Provisions**
   1. **Term and Renewal.** This MOU shall be effective from the date of last signature below and shall remain valid for a term of \_\_\_\_\_\_\_ (“x”) years, at which time it shall terminate. If the Parties are in agreement, they may renew the MOU at that time.
   2. **Termination.** Either Party may terminate this MOU by giving thirty (30) days’ written notice to the other Party, through its authorized representative designated below.
   3. **Choice of Law.** This agreement is governed by, and is to be construed in accordance with, the laws of the State of Mississippi, excluding its conflict and choice of laws provisions.
   4. **Independent Contractor.** The Parties shall be treated as independent contractors; none of the provisions of this agreement are intended to create, nor shall they be construed to create an agency, partnership, or joint venture of employer/employee relationship.
   5. **Amendments**. No waiver, amendment or modification of this Agreement shall be effective unless made in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced.
   6. **Entire Agreement**. This MOU supersedes any prior agreements between the Parties and includes the entire agreement between the Parties.
   7. **Notices:**  Any notice or other communication pursuant to this Agreement shall be considered given on the date of mailing if sent to such party by certified, first class mail, postage prepaid, addressed to it at its address below or as it shall designate by written notice given to the other Party:

UNIVERSITY: MISSISSIPPI STATE UNIVERSITY

P.O. Box 6156

Mississippi State, MS 39762

Telephone (662)325-xxxx

COMPANY: Company Name and Address

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above indicated.

**MISSISSIPPI STATE UNIVERSITY COMPANY**

Signed Date Signed Date

Name Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title