

ARIZONA Agreement No. _____

COLLABORATOR Agreement No. _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA
AND
[OTHER PARTY'S NAME]

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the **[OTHER PARTY'S NAME]**, hereinafter referred to as COLLABORATOR and The Arizona Board of Regents on behalf of the University of Arizona, hereinafter referred to as ARIZONA.

A. PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation between COLLABORATOR and the ARIZONA to develop mutually beneficial programs, projects and activities, hereafter Study.

B. ARIZONA SHALL:

[INSERT SCOPE OF PROJECT].

C. COLLABORATOR SHALL:

[INSERT SCOPE OF PROJECT].

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **MODIFICATION.** Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
2. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts ARIZONA or COLLABORATOR from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **TERMINATION.** Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.
4. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

COLLABORATOR:

Technical:

X

X

Authorized Official:

X

X

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X X
X X

ARIZONA

Technical:

X
X
X
X

Administration:

Office of Research and Contract Analysis
The University of Arizona
888 N. Euclid, Room 515
Tucson, Arizona 85719

Authorized Official:

Lewis Barbieri, Director
Office of Research and Contract Analysis
The University of Arizona
888 N. Euclid, Room 515
Tucson, Arizona 85719

- 5. NON-FUND OBLIGATING DOCUMENT. This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Each party shall be fiscally responsible for their own portion work performed under the MOU.
- 6. **[DELETE CLAUSE IF NOT APPLICABLE]** HIPAA COMPLIANCE. The parties agree to abide by all applicable Federal and State laws/regulations addressing patient confidentiality.

The Parties shall be responsible for obtaining from each subject, prior to the subject's participation in the Study:

- a. a signed informed consent in a form approved in writing by the CIRB or institution's IRB based on the anticipated protocol and in conformity with applicable research guidelines; and
 - b. if such language is not already included in the informed consent, an authorization permitting routine disclosures necessitated by the study and permissible under applicable State and Federal law.
- 7. CONFLICT OF INTEREST. This agreement is subject to the provisions of A.R.S 38-511 and ARIZONA may cancel this agreement if any person significantly involved in negotiating, drafting, securing or obtaining this agreement for or on behalf of ARIZONA becomes an employee or a consultant to any other party with reference to the subject matter of this agreement while this agreement or any extension thereof is in effect.

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8. COMPLIANCE. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
9. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through **INSERT DATE** at which time it will expire unless extended.
10. LIABILITIES. It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.
11. THE PARTIES ACKNOWLEDGE THAT THE WORK SET FORTH IN ARTICLES B AND C IS EXPERIMENTAL IN NATURE AND NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: **COLLABORATOR:**

Date: _____
Name and Title: _____

FOR THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA:

Date: _____
Lewis Barbieri, Director
Office of Research and Contract Analysis