

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), is entered into as of [-----] (“Effective Date”) between The Board of Trustees of the Leland Stanford Junior University, a trust with corporate power under the laws of the State of California (“Stanford or Dept. or Center”), and the [Entity] (“[]”), a [status]. Stanford and [] are referred to as a “Party” or “Parties”.

[Entity] is a whose mission is to [xyz]; and

Stanford is a research, education and training institution committed to [what the particular dept/unit does etc.]....

Now therefore, the Parties state as follows:

1. **SCOPE OF COLLABORATION**

1.1 *The Purpose.* The Parties intend to discuss and explore the development of potential joint collaborations between themselves in the areas of research, education and training [this or a more specific statement of purpose may be inserted here] (the “Purpose”).

1.2 *Specific Activities.* The Parties understand and acknowledge that any specific activities and programs implemented pursuant to this MOU shall be subject to: (a) availability of funds; (b) the review and approval of each Party’s authorized representatives; and (c) the execution of further written agreements such as those necessary to undertake sponsored research, research collaborations or a student exchange program. Until the execution of such further written agreements, each Party is responsible for its own costs and expenses incurred under this MOU.

2. **TERM AND TERMINATION.** The term of this MOU will be for one (1) year from the Effective Date, or until the execution of any further written agreements, whichever is sooner. Either Party may terminate this MOU at any time for any reason by providing the other Party written notice to the individuals set forth below in Section 3.2.

3. **GENERAL MATTERS**

3.1 *Use of Names.* Neither Party may use the name, brand, tradename, trademark, logo, or symbol of the other Party in any form of advertising, publicity, announcement, promotional materials or activities, in a website, press release, social media platform or any other communication without the prior written permission of the other Party. In addition, the Parties shall not use the name, title, likeness, or any statement of a faculty member, employee, or student of the other Party’s, without the other Party’s prior written consent. The Parties must seek permission from one another for any such use by submitting a request for the proposed use in writing, well in advance of any deadline, to the individuals set forth in Section 3.2.

This Section 3.1 shall survive the termination of this MOU.

3.2 *Notices.* The Parties must give all notices under this MOU in writing via commercial overnight carrier or by email. All communications must be sent to the addresses set forth below or to such other address designated by the Parties by written notice. The date of the notice shall be the date of delivery provided by the commercial carrier or the date of transmission if the notice is sent by email.

If to Stanford:
Email:
cc:

If to Entity:

3.3 *Compliance with Laws.* Each Party shall comply with the laws and regulations that are applicable to such Party in the jurisdiction in which it is located, including, without limitation, export control, non-discrimination, data privacy, immigration and sanctioned parties or transactions.

Each Party, on behalf of itself and all of its employees and representatives, including any third parties it engages to perform services under this MOU, understands and agrees that it is not authorized to make, offer, request, or receive any payments in violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or any local applicable anti-corruption laws when pursuing the Purpose or otherwise working with Stanford University. Each Party certifies that it has an active and enforced policy that prohibits actual and suspected bribery and corruption and requires reporting of such incidents. If International Entity does not have its own policy, or if its policy does not meet the requirements above, International Entity agrees to review and follow Stanford's anti-bribery policy found at <https://adminguide.stanford.edu/chapter-12/subchapter-1/policy-12-1-2>, and understands and agrees that it is required to comply with the terms of that policy when working with Stanford.

This Section 3.3 shall survive the termination of this MOU.

4. EQUAL OPPORTUNITY. The Parties subscribe to a policy of equal opportunity. Neither Party shall discriminate on the basis of race, gender, religion, national origin, marital status, sexual orientation, or physical disability.

5. NON-EXCLUSIVE. The Parties hereby acknowledge that nothing in this MOU is intended nor should be construed as:

- a. obligating either party to fulfill the Purpose, or to enter into any other type of contract or commitment,
- b. creating an exclusive arrangement between the Parties,
- c. creating an agency or partnership relationship between the Parties, or
- d. preventing either Party from carrying out individually or in cooperation with a third party, the activities proposed in this MOU.

6. BINDING OBLIGATIONS. Other than as specifically stated in this MOU, this MOU is not intended to create any further legally binding obligations on either Party under United States or International Law but, rather, is intended to facilitate discussions regarding the Purpose and general areas of cooperation. The Parties acknowledge and agree that Sections 2-6 of this Agreement are binding terms.

Each Party represents that the individuals signing this MOU have the authority to sign on its behalf.

The Board of Trustees of the Leland Stanford Junior University
On behalf of [x y z]

By:

Date: _____

[Entity]

By:
Title:

Date: _____