

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding (“MOU”)** establishes the terms under which the parties intend to collaborate to **insert short purpose statement here**. Specifically, this MOU memorializes the understandings reached between the International Training and Education Center for Health (**“I-TECH”**), headquartered at the University of Washington, 901 Boren St., Suite 1100, Seattle, Washington, 98104, USA, and operating as **insert I-TECH country office and address (if applicable)** and **Insert partner organization name here, address**, with respect to **insert short description of activities**.

RECITALS

Whereas,

Whereas,

Whereas,

Whereas,

Whereas,

Whereas,

Whereas,

Now, therefore, I-TECH and the **partner organization name** agree as follows:

Article 1: Purpose and Objectives:

The purpose of this MOU is to **insert expanded purpose and objective description**.

Article 2: I-TECH’s Strategy

I-TECH commits to partnerships guided by equity, transparency, and efficiency. Open and consistent communications, mutual support, and collaboration enable partnerships to perform to the highest levels of efficiency, technical excellence, and ethical principles. I-TECH will employ the following strategies in support of the purpose & objectives outlined in this MOU:

Article 3: Term

This MOU shall be effective from the date of its execution by the parties for a period of **insert desired term**. Should the parties find the relationship mutually beneficial, its term may be extended by a written amendment signed by the parties.

Article 4: Intention of the Parties:

In order to establish a clear understanding of the relationship between the parties, and subject to their respective rules, regulations, practices, procedures, and availability of funds, the parties intend to collaborate by fulfilling the roles and responsibilities described below.

Article 5: Implementation

- A. I-TECH's Role and Responsibilities:**
- B. **Partner Organization's** Role and Responsibilities:**
- C. Joint Responsibilities:**

Article 6: Financial Understanding

Except as expressly provided herein, this MOU in no way obligates either party to any commitment to make monetary payments to the other party.

Article 7: Notices

All notices, demands, requests, or other communications with respect to this Agreement, will be in writing and delivered by mail, personally delivered, or transmitted by email, addressed as follows:

To **Partner Organization Name**:

NAME

ADDRESS

EMAIL

To I-TECH:

NAME
ADDRESS
EMAIL

Article 8: Personnel Rules

The personnel employed by either of the parties shall at all times be subject to the rules and regulations of their respective employers in all matters pertaining to their employment, including but not limited to medical and life insurance and employee rights and benefits. Nothing in this MOU is intended to create a joint employer relationship.

Article 9: Force Majeure

Any delays in or failure of a party will not constitute default if, and to the extent caused by or resulting from acts of God, earthquake, fire, explosion, flood, the elements, strikes, lockouts, boycotts, picketing, labor disturbances or differences with workmen, acts of the public enemy, war, rebellion, riots, acts of the governments or any cause whatsoever beyond the control of the party in default, but performance shall be resumed as soon as the cause preventing performance has been removed.

Article 10: Limitation of Liability/Indemnity

The parties agree that nothing relating to the performance of this MOU shall be actionable in a court of law.

Article 11: Conflict Resolution

In the event of any dispute between the parties over the interpretation or application of this MOU, or the performance of any I-TECH Posted Employee, the parties agree that it is in their mutual interest to attempt to resolve the dispute at the lowest level possible before escalating the dispute for resolution to higher levels in the respective organizations.

In the event that the designated primary representatives of I-TECH and the **partner organization name** cannot resolve the dispute after reasonable attempts have been made to do so, either party may put its concerns and recommended solution in writing to be addressed by more senior officials within their respective organizations.

Article 12: Modification

This MOU may only be amended in writing, by way of Addendums, and signed by an authorized officer of each of the parties.

Article 13: Termination

Because conditions may arise which render the collaboration provided for in this MOU impracticable for either of the parties, either party may terminate this MOU for convenience for any reason upon sixty (60) days prior written notice to the other party. In addition, either party may terminate this MOU without notice in the event of a material default by the other party which, if capable of being cured, has not been timely cured by the defaulting party.

Article 14: Publication

If relevant, insert agreed terms regarding publication here.

Article 15: Ethical Review

The parties agree no human research protocol or animal research protocol will be conducted under this MOU, unless and until it has been reviewed and approved by the appropriate, designated Institutional Review Board (IRB) prior to its commencement.

Article 16: Nature of Relationship

Nothing in this MOU shall be construed as creating a partnership, agency, or joint venture of any kind between the parties, and neither party will have the right, power or authority to obligate or bind the other in any manner whatsoever, without the other party's prior written consent. Further, nothing in this MOU shall be interpreted as making an employee or agent of one party the employee or agent of the other party, and neither party shall make any representation to the contrary to any third party. This MOU is not intended and shall not be deemed to create dual or joint employer relationships with employees of one party assigned to work on a joint project performed in whole or in part at the facility of the other party.

Article 17. No Licenses

This MOU does not grant either party any express or implied license or other rights to any other party's trademarks, logos or other intellectual property, and use, if any, of any such intellectual property must be governed by a separate binding written agreement.

Article 18: Entire Agreement

This MOU constitutes the entire agreement between the parties with respect to the subject matter of this MOU. Except as expressly provided herein, no other statements or representations, written or oral, shall be deemed a part of the MOU, (This Article 16 shall not affect the applicability of the indemnification provisions set forth in Article 10.)

Article 19: No Third Party Beneficiaries

I-TECH and **partner organization name** are the only parties to this MOU and are the only parties entitled to enforce its terms. Nothing in this MOU is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this MOU.

The parties have executed this MOU in two originals both having equal meaning and content.

For partner organization name

_____ : _____
Signature: Title: Date:
Name:

For I-TECH

_____ : _____
Signature: Title: Date:
Name:

_____ : _____
Signature: Date:
Name: