

## Exhibit A

*Below is a template that can be used for Memoranda of Understanding (MoAs). MoAs will vary depending on the nature of the partnership.*

# Memorandum of Agreement

Between

[NAME OF Third-Party]

And

University of Alaska Fairbanks

This agreement is made this \_\_\_\_ day of \_\_\_\_\_ between University of Alaska Fairbanks, a public institution of higher education which is located at ( full Address here), (hereinafter University of Alaska Fairbanks or UAF) and [NAME OF Third-Party] located at [ADDRESS OF third Party entity].

In the spirit of friendship and with mutual interest in cooperation, UAF and [NAME OF Third-Party] enter into this Memorandum of Understanding (MOA) to promote joint research, educational and cultural collaboration and agree as follows:

## ARTICLE 1: SCOPE OF COLLABORATION

1.1 Areas of collaboration may be proposed by either institution and may include, but are not limited to:

[SELECT THOSE PERTINENT TO YOUR PARTNERSHIP. POSSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THOSE LISTED BELOW]

- Joint and articulated degree programs;
- Joint teaching, research, or cultural activity;
- Mobility of faculty, scholars, and students between institutions;
- Staff professional development;
- Sharing or creation of educational materials and resources.

1.2 Any specific activity developed under this MOA shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

1.3 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

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### ARTICLE 2: DURATION AND EVALUATION

2.1 This MOA shall be in effect for a period of [XX] years from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the MOA will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOA may be renewed and resigned for an additional five (X) year period.

2.3 Amendments to this MOA may be requested, in writing, by either party and approved by the authorized signatories.

### ARTICLE 3: NON-DISCRIMINATION

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

### ARTICLE 4: COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

### ARTICLE 5: USE OF NAME

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. Home Institution may refer to the affiliation with UAF in public information materials regarding the relevant Program. UAF reserves the right to review and request modification of Home Institution's reference to UAF as necessary. Home Institution may refer to the affiliation with UAF in its brochures and other public information materials having to do with the Program.

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### **ARTICLE 6: INDEPENDENT CONTRACTORS**

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

### **ARTICLE 7: SEVERABILITY**

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

### **ARTICLE 8: WAIVER**

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

### **ARTICLE 9: ASSIGNMENT**

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

### **ARTICLE 10: GOVERNING LAW**

This Agreement shall be construed and enforced solely pursuant to the laws of the State of Alaska (USA), without giving effect to the principles of conflicts of laws thereof and the parties agree that this Agreement shall be subject to the sole and exclusive jurisdiction of the state and federal courts located in the State of Alaska (USA). The Parties agree that the foregoing governing law, jurisdiction and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either Party. Notwithstanding the foregoing, any court with competent jurisdiction may enforce the judgment and ruling of the state and federal courts located in the State of Alaska (USA).

### **ARTICLE 11: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written

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or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

### ARTICLE 12: NOTICES

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

For [Name of Third-Party entity]

\_\_\_\_\_  
Name, Title

DATE: \_\_\_\_\_

For University of Alaska Fairbanks

\_\_\_\_\_  
Name, Title

DATE: \_\_\_\_\_