Memorandum of Understanding and Appendix for NLGI Research Grant entitled: “fill in”.

This MOU and Appendix outlines terms and conditions of the NLGI Research Grant and the University. Note: this is NLGI’s “boilerplate” MOU. You may submit an alternative one for consideration, if desired.

Terms and Conditions:

1. **Purpose** – Whereas Sponsor desires to support research in the area of research identified above,
and whereas University has an ongoing research program in this area consistent with the research interests of the Sponsor, this Memorandum of Understanding is established to give financial support to the University.

2. **Payment Terms** – Sponsor will pay University the amount stated above in accordance with the payment terms listed in the MOU Appendix and Acceptance Letter. *Please note that the release of funds is contingent on meeting the requirements outlined in the MOU Appendix and Acceptance Letter.*

3. **Reports** – Reports to be submitted from the Principal Investigator as outlined in the MOU Appendix and Acceptance Letter.

4. **Scope** - The sponsored research project will adhere to the scope and plan of action outlined in the MOU Appendix. The University is to submit any requested updates to the MOU and Appendix for this project not later than October 31, 2019, for final approval by NLGI.

5. **Publications** – Sponsor recognizes that investigators and students engaged in this Memorandum of Understanding are free to publish results arising therefrom. The Sponsor’s support may be acknowledged in publications, subject to applicable law. Investigators and students engaged in the research under this Memorandum of Understanding and University have the right to publish or otherwise publicly disclose information gained in the course of the research. In order to avoid disclosure of Sponsor claimed and legally protected confidential information, University will submit any prepublication materials to Sponsor for review and comment at least sixty (60) days prior to planned submission for publication. Sponsor shall notify University within thirty (30) days of receipt of such materials whether they describe an inadvertent release of Sponsor’s claimed confidential information. In any notification about claimed confidential information, Sponsor shall indicate with specificity Sponsor's claimed confidential information and to what manner and degree Sponsor suggests that University may disclose Sponsor's confidential information. Notwithstanding the foregoing, University shall have the final authority to determine the scope and content of any publication, provided that such authority shall be exercised with reasonable regard not to publish confidential information except as allowed by this Agreement.

6. **Publicity** – Neither party will use the name of the other party in any publicity, advertising, or news release (subject to applicable law and for publications as noted in 4, above) without the prior written approval of the authorized representative of the other party.

7. **Export Controls** – As an institution of higher education with many foreign employees, students and visitors, University intends to conduct the project as fundamental research under U.S. export regulations.

8. **Indemnification** – Each party agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees subject to applicable law.

9. **Termination** - Either party may terminate this Memorandum of Understanding upon thirty (30) days prior written notice to the other. University shall return any prepayment by Sponsor.

10. **Breach of contract**: If either party breaches in any material respect any of its material obligation under this Agreement, in addition to any other right or remedy, the non-breaching party may terminate this Agreement in the event that the breach is not cured within thirty (30) days after receipt by that party of written notice of the breach.

Memorandum of Understanding Appendix for NLGI Research Grant entitled: "fill in name of proposal".
This MOU Appendix outlines terms and conditions of the reporting requirements and the funding of the NLGI Research Grant.

**Terms and Conditions of reporting and funding:**

11. **Reports** – Reports to be submitted from the Principal Investigator as outlined in the table below:
   a. Milestone 1 – explain what will be completed and reported by what date. Reports must be sent within 30 days of this date to: The NLGI Executive Director (Ms. Crystal O’Halloran), the Chairman of the NLGI Research Grants Committee (Mr. Chuck Coe), and the Project Liaison (*NLGI to fill in name*).
   b. Milestone 2 through the final milestone - explain what will be completed and reported by what date. Reports must be sent within 30 days of this date to: The NLGI Executive Director (Ms. Crystal O’Halloran), the Chairman of the NLGI Research Grants Committee (Mr. Chuck Coe), and the Project Liaison (*NLGI to fill in name*).

12. **Payment Terms** – Sponsor will pay University the amount stated above in accordance with the payment terms and schedule below:
   a. Within 30 days of the award of this grant - specify here: $__________
   b. Within 30 days of the Milestone 1 report - $ specify as in table below
   c. Within 30 days of the Milestone 2 report - $ specify as in table below
   d. Etc. through all planned milestones.

*Please note that the release of funds is contingent on meeting the requirements outlined in the table below.*

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<th>Milestone Number</th>
<th>What will be completed?</th>
<th>Expected date of completion</th>
<th>Funding requested at this milestone</th>
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It is also mandatory for the applicant to provide a Gantt Chart showing all milestones and dates, as listed
Authorized by:

University Contact & Signature:  

NLGI Contact & Signature: