



Memorandum of Understanding and Appendix for NLGI Sponsored Research Grant entitled:

This Memorandum of Understanding and Appendix (MOU) is made between NLGI (or Sponsor) and the University on _____, 202_ (Effective Date), and it outlines the terms and conditions of the NLGI Sponsored Research Grant.

Note: this is NLGI’s “boilerplate” MOU. You may submit an alternative one for consideration, if desired.

University Contact Info:

Name:
University:
Address:

Email:
Phone:

NLGI Contact Info:

Crystal O’Halloran, MBA, CAE
Executive Director
NLGI
118 N. Conistor Street, Suite B-281
Liberty, MO 64068
Phone: 816-524-2500

Terms and Conditions:

- Purpose** – The purpose of this MOU is to set forth the intentions of the parties in NLGI supporting research by the University in the area of electrically conductive nanoparticle additives for greases used in electric vehicles and other applications (the Research Program). The University has ongoing research in this area that is consistent with the scientific and research interests of Sponsor. The Principal Investigators are _____
This MOU sets forth Sponsor’s financial support to the University for the Research Program.
- Payment Terms** – As consideration for the performance of the Research Program under this MOU, Sponsor will pay University the amount stated in the Appendix (below). *Please note that the release of funds is contingent on meeting the requirements outlined in this MOU.*
- Consultation and Reports** – NLGI’s designated representative for consultation and communication with the University is _____, or such other person as Sponsor may from time to time designate in writing to the Principal Investigators. During the term of this MOU, the Sponsor’s designated representative may consult informally with the Principal Investigators regarding the Research

Program in person, by telephone, or by electronic means. Reports are to be submitted from the Principal Investigators as outlined in the MOU Appendix and Acceptance Letter.

4. **Scope** - The Research Program 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 _____, 202_, for final approval by NLGI.
5. **Publications** – Sponsor recognizes that the University shall have the right to publish or otherwise publicly disclose the information gained in the course of the Research Program under this MOU. The University shall have final authority to determine the scope and content of any publications. It is understood that the Principal Investigators may discuss the Research Program being conducted under this MOU with third parties. The Sponsor’s support may be acknowledged in publications, subject to applicable law and provided that the scope and nature of Sponsor’s participation shall be accurately and appropriately described. 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 5, above) without the prior written approval of the authorized representative of the other party. The University may acknowledge Sponsor as the source of funding for the Research Program in internal reports.
7. **Intellectual Property Rights** – (a) Title to all inventions or discoveries conceived or reduced to practice solely by University faculty, staff, or students in the performance of the Research Program under this MOU shall reside in the University.

(b) As part of the performance of the Research Program under this Agreement, University is to prepare a paper (the Publication) for Sponsor that may be copyrighted under United States law. University shall retain all, right, title and interest in and to the Publication and any copyrights or other intellectual property protections related thereto. University shall be responsible for the preparation and prosecution of any copyright or intellectual property protections. In consideration of Sponsor’s funding of the Research Program, University grants to Sponsor a royalty-free, non-transferable, exclusive right to copy, reproduce, distribute and use the Publication in any form. University retains ownership of the copyrighted content in the Publication, and all rights not expressly granted in this MOU. In no case, however, may the Publication be published by another publisher other than Sponsor without the express written consent of Sponsor, as long as the Publication remains “in use” by Sponsor. The Publication shall be considered “in use” if it is made available by Sponsor for distribution or transmission. If Sponsor fails to keep the

Publication in use, University shall notify Sponsor in writing. If Sponsor elects to keep the Publication in use, it shall have thirty (30) days thereafter to comply. In consideration of the payments made to University by Sponsor under this Agreement, University assigns to Sponsor the right to use the Publication without further payment by Sponsor, other than the payments specified in Article 3 above.

(c) To the best of University's knowledge, the Research Program, including the Publication, subject to this MOU will not violate any proprietary or personal rights of others (including copyright, trademark and privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful.

(d) "University's Background Intellectual Property" (the BIP) means intellectual property and the legal rights therein (including, but not limited to, inventions, patent applications, patents, copyrights, and any information embodying proprietary data such as technical data and computer software) of University developed or created before the Effective Date of this MOU and necessary for the Research Program. The parties agree that nothing in this MOU grants Sponsor any rights to any BIP. If Sponsor determines that any BIP is essential to the use of the Publication, then University, in good faith, agrees to provide a license to Spon on a non-discriminatory and non-royalty basis, to the extent that University is legally able to do so.

(e) The terms of this Section 7 shall survive the expiration or termination of the MOU.

8. **Independent Contractor** – For the purposes of this MOU, and all services to be provided hereunder, the parties agree that they are at all times acting as independent contractors and not as an agent or employee of the other. Except as expressly set forth in this MOU, Sponsor shall exercise any control or direction over the methods by which University conducts the Research Program and any other work under this MOU.
9. **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.
10. **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. University represents that it has adequate liability insurance, such protection being applicable to University's officers, employees, and agents while acting within the scope of their employment by University. University has no liability insurance as such that extends protections to any other person(s).
11. **Term and Termination** – (a) This MOU shall commence on the Effective Date and shall end on _____, 202_, unless sooner terminated in accordance with the provisions of this Section 11.
 - (b) Either party may terminate this Memorandum of Understanding upon thirty (30) days prior written notice to the other. University shall return to Sponsor any prepayment(s) made by Sponsor.
 - (c) In the event that either Sponsor or University shall be in default of their material obligations under

this MOU and shall fail to remedy such default within thirty (30) days after receiving written notice thereof, this MOU may be terminated at the option of the party not in default upon expiration of the thirty (30) day period.

(d) Termination of this MOU shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Sponsor shall pay University for all reasonable expenses incurred or committed to be expended as of the effective termination date.

(e) Any provisions of this MOU which by their nature extend beyond termination shall survive such termination.

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

13. **General** – (a) This MOU may not be assigned by either Sponsor or University without the prior written consent of the other party.

(b) This MOU constitutes the entire and only agreement between the parties relating to the Research Program, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

(c) Any notice required by this MOU shall be given by prepaid, first class certified mail, return receipt requested; by electronic mail, using a delivery receipt; or by overnight courier, addressed to the contacts listed above, or at such other addresses as may be given from time to time.

(d) If any provision contained in this MOU is held invalid, unenforceable, or contrary to law, then the validity of the remaining provisions in this MOU shall remain in full force and effect. In such instance, the parties shall use their best efforts to replace the invalid provision(s) with legally valid provisions having an economic effect as close as possible to the original intent of the parties.

(e) This MOU may be executed in multiple counterparts all of which taken together shall constitute one agreement.

MOU APPENDIX

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:

1. **Reports** – Reports to be submitted from the Principal Investigator as outlined in the table below:
 - a. Milestone 1 (**DATE**) – 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) and the Project Liaison .
 - b. Milestone 2 (**DATE**) - 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) and the Project Liaison.

2. **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 \$ _____

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

Milestone Number	What will be completed?	Expected date of completion	Funding requested at this milestone
1			
2			
3			
4			
5	Presentation of findings at NLGI annual meeting and submission of final research report to NLGI	Spring 2025	

It is also mandatory for the applicant to provide a Gantt Chart showing all milestones and dates, as listed above.

Task	Description	Start	End
1			
2			
3			
4			
5			
6			

MOU and Appendix Authorized by:

University Contact & Signature:

Date:

NLGI Contact & Signature:

Crystal O'Halloran, MBA, CAE



Date: