

**MEMORANDUM OF UNDERSTANDING
FOR
RESEARCH COLLABORATION
WITH
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
AND
THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA
Agreement Number: _____**

This Memorandum of Understanding (the “Memorandum”), dated as of the date of the last signature below (the “Effective Date”), made by and between **The University of Florida Board of Trustees** (“UNIVERSITY”), a public body corporate of the State of Florida, with offices located at UF Research | Division of Sponsored Programs, 207 Grinter Hall, Gainesville, Florida, 32611, and **The School Board of Alachua County, Florida** (“SCHOOL BOARD”), with administrative offices at 620 East University Avenue, Gainesville, FL 32601 collectively referred to herein as the “Parties”.

WHEREAS, this MOU entered into between UNIVERSITY and SCHOOL BOARD outlines the parameters under which _____ may gain access to SCHOOL BOARD property to effectuate her research _____ (identified by UF Number _____);

NOW THEREFORE, in consideration of the premises and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RESEARCH

- 1.1 Research Efforts. UNIVERSITY desires to perform the research that is described in Appendix A (the “Project”). To facilitate the Project, UNIVERSITY desires to gain access to SCHOOL BOARD property.
- 1.2 Period of Performance. The period of performance for the Project began on 07/01/2021 and ends on 07/31/2022. University Principal Technical Investigator wishes to gain access to SCHOOL BOARD property beginning on the Effective Date through 07/31/2022.
- 1.3 University Principal Technical Investigator. _____ of UNIVERSITY’S _____ is responsible for performance of the Project on behalf of UNIVERSITY.
- 1.4 School Board’s Representative. Taylor Gilfillan, who is SCHOOL BOARD’S Director of Data Analytics, Accountability, and Evaluation is responsible for performance of the Project on behalf of SCHOOL BOARD.

ARTICLE 2 – PUBLICATIONS; CONFIDENTIAL INFORMATION; PROPRIETARY

MATERIALS

- 2.1 Publications. UNIVERSITY reserves the right to make or allow to be made scholarly disclosures of the findings associated with the Scope of Work described in Appendix A, including but not limited to, publication in scholarly journals, presentations at academic and other conferences, disclosures to University and non-University scholars, disclosures in grant and funding applications, and disclosures to the Florida Department of Education to effectuate the Project.

If UNIVERSITY AND SCHOOL BOARD have entered into a separate Data Sharing Agreement, the PARTIES acknowledge that UNIVERSITY may utilize the Data subject to that Data Sharing Agreement in a research project (to include not limited to the Project described herein), de-identify the Data, and incorporate the de-identified data into UNIVERSITY'S research results, which may be published and/or made public.

The Parties have/will simultaneously enter into a Data Sharing Agreement associated with the Project, as identified by Agreement Number:_____

A data sharing agreement is not required by SCHOOL BOARD to complete the Project.

2.2 Confidential Information.

(a) Definition "Confidential Information" means any confidential or proprietary information furnished by one Party to the other in connection with the Project that is specifically marked as confidential or followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure. The Parties acknowledge that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations. If a separate Data Sharing Agreement is indicated in Article 2.1, the terms of that Agreement will control with regards to Data as defined under that agreement.

(b) Obligations. For three (3) years after disclosure of Confidential Information, the receiving Party may only disclose Confidential Information to its directors, officers, employees, consultants, and contractors who are obligated to maintain its confidentiality and who need to know Confidential Information for the performance of the Project. Either Party may refuse to accept any Confidential Information offered by the other.

(c) Exceptions. The obligations of Article 2.2(b) do not apply to information that the receiving Party can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third Party without a known obligation of confidentiality to the disclosing Party; (iv) is required to be disclosed to comply with a law (including but not limited to Section 119 Florida Statutes), regulation, or court or administrative order provided that the receiving Party uses reasonable efforts to provide prior written notice of the disclosure.

(d) Ownership and Return. The disclosing Party (or a third party entrusting its information to the disclosing Party) owns its Confidential Information. Upon expiration or termination of this MOU or at the request of the disclosing Party, the receiving Party shall

return all originals, copies, and summaries of Confidential Information in its possession or control, except that legal counsel of the receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this MOU. If a separate Data Sharing Agreement is indicated in Article 2.1, the terms of that Agreement will control with regards to Data as defined under that agreement.

ARTICLE 3 -- PROJECT INTELLECTUAL PROPERTY

3.1 Definitions.

“Intellectual Property” means discoveries, inventions, improvements, and prototypes whether patentable or not, including, software, copyrighted and copyrightable works other than publications and reports, trademarks, and service marks, which are conceived or made during performance of the Project.

3.2 Background Intellectual Property. Neither Party transfers to the other Party by operation of this MOU any patent right, copyright, or other tangible or intangible proprietary right existing as of the Effective Date or developed outside the scope of this MOU and nothing in this MOU shall be construed by implication, estoppel or otherwise anything to the contrary, including as a license thereunder.

3.3 Ownership. Each Party owns their respective Intellectual Property that is conceived or made solely by their employees. UNIVERSITY and SCHOOL BOARD will jointly own Intellectual Property that is conceived or made by employees of UNIVERSITY and SCHOOL BOARD jointly, although none is anticipated for this Project. If SCHOOL BOARD provides UNIVERSITY with data under a Data Sharing Agreement as indicated in Article 2.1, UNIVERSITY shall retain ownership in any derivate Intellectual Property created or derived from said data.

3.4 Copyrightable Works. UNIVERSITY or its employees own any copyrighted or copyrightable works that are created by UNIVERSITY employees in the performance of this MOU.

ARTICLE 4 - PUBLICITY

4.1 Neither Party shall use the other’s name, crest, logo, trademark or registered image without the express written permission of that Party. In the case of UNIVERSITY, consent must be provided by its Office of Strategic Communications and Marketing (news@ufl.edu). Notwithstanding the foregoing, either Party may make factual statements about the existence of this Agreement without prior approval, including the amount of the funding and a description of the Project, including in order to comply with (i) governmental disclosure obligations or (ii) reporting policies.

ARTICLE 5 – WARRANTY DISCLAIMER; LIABILITY

5.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO ANY MATTER RELATING TO THIS MOU, INCLUDING, THE

PERFORMANCE OR RESULTS OF THE MOU; THE AVAILABILITY OF LEGAL PROTECTION FOR RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF THE MOU; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS MOU. UNIVERSITY PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS. UNIVERSITY MAKES NO ASSURANCES THAT THE USE OF RESULTS OR INTELLECTUAL PROPERTY RIGHTS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

- 5.2 Each Party will bear its respective risks and liabilities incurred by it as a result of its obligations and efforts under this MOU and shall not be liable for the acts of third parties or the consequences of the acts of third parties. Notwithstanding anything herein to the contrary, nothing in this MOU constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity of the State of Florida beyond the limited waiver provided in Section 768.28 Florida Statutes.

ARTICLE 6 – JESSICA LUNSFORD ACT

- 6.1 The State of Florida’s Jessica Lunsford Act requires the SCHOOL BOARD to fingerprint and background check all individuals permitted access to the school grounds when students are present, individuals who may have direct contact with children or any student of SCHOOL BOARD, or who may have access to or control of school funds. UNIVERSITY shall require that all individuals in University’s organization in any such category submit to a level 2 FDLE background check and FBI screening, including fingerprinting, at the sole cost of the University. If the Scope of Work stated in Section two (2) of this Agreement requires background screening, UNIVERSITY shall not provide any services until UNIVERSITY provides University with notice of clearance and issues official SCHOOL BOARD badges. All UNIVERSITY employees must register as a visitor before entering SCHOOL BOARD property and properly display their SCHOOL BOARD badges.

ARTICLE 7 - TERMINATION

- 7.1 Termination. Either Party may terminate this MOU upon sixty (60) days’ prior written notice to the other.
- 7.2 Termination for Breach. If either Party commits a material breach of this MOU and fails to remedy that breach within thirty (30) days after receipt of written notice from the other Party, the Party giving notice may terminate this MOU by written notice to the other Party, effective upon receipt.
- 7.3 Surviving Terms. Expiration or termination of this MOU by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination.

ARTICLE 8 - NOTICES

The Parties shall provide notices for this MOU in writing by email, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

If to SCHOOL BOARD:

Administrative:

Taylor Gilfillan
Director of Data Analytics, Accountability
& Evaluation
School Board of Alachua County
620 E. University Avenue
Gainesville, FL 32601
352-955-7300
gilfillantw@gm.sbac.edu

Technical Matters:

Same as Above

If to University:

Administrative:

Division of Sponsored Programs
University of Florida
207 Grinter Hall
Gainesville, FL 32611
(352) 352-392-9267
ufawards@ufl.edu

Technical Matters:

INSERT

ARTICLE 9 -- MISCELLANEOUS

- 9.1 **Independent Contractor.** UNIVERSITY and SCHOOL BOARD are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. Neither Party is bound by the acts or conduct of the other.
- 9.2 **Insurance.** Each Party has adequate liability insurance for its officers, employees, and agents while acting within the scope of their employment. Neither Party has any liability insurance policy that can extend protection to any other person. UNIVERSITY, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by UNIVERSITY, and will provide its Certificate of Insurance upon request.
- 9.3 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any dispute arising hereunder shall be Alachua County, Florida.
- 9.4 **Assignment.** Neither Party may assign this MOU voluntarily, by operation of law, or through change of control without the prior written consent of the other, which the Party may not unreasonably withhold or delay. This MOU is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.

- 9.5 MOU Modification. The Parties may only modify this MOU by a written instrument signed by both Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. Any change of the scope of activity under this MOU or additional scope will be documented and approved by the Parties through a modification to this MOU.
- 9.6 Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, pandemic, epidemic, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this MOU with reasonable dispatch after the causes are removed.
- 9.7 Export Controls. The Parties shall comply with United States export control laws and regulations. The exchange of Export Controlled information is not anticipated under this MOU. However, should SCHOOL BOARD determine that they must disclose export controlled information, SCHOOL BOARD shall notify UNIVERSITY before providing UNIVERSITY with any export controlled information or materials.
- 9.8 Protection of Human Subjects. The Parties will ensure that all proper review and approvals have been obtained in accordance with Federal Law relative to the protection of human subjects including human data protections. Each Party is solely liable for compliance with these Federal requirements.
- 9.9 Dispute Resolution. The Parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this MOU by first engaging appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. For any dispute related to this MOU that the Parties cannot resolve by mutual agreement, the Parties must submit to formal mediation in Gainesville, Florida, or other mutually agreed upon dispute resolution options, failing which either Party may pursue any remedies legally available.
- 9.10 Severability. If any provision of this MOU is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this MOU, and the Parties shall negotiate in good faith to modify the MOU to preserve (to the extent possible) their original intent.
- 9.11 Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.
- 9.12 Counterparts. The Parties may execute this MOU in one or more counterparts, each of which is an original, and all of which together are the same instrument.
- 9.13 Other Funded Research. Funded research, if any, between the Parties shall be handled under a separate research agreement not this MOU.
- 9.14 Third Parties. All third party participate is subject to the terms of this MOU. Each Party will ensure that they have signed agreements with all third parties documenting this

understanding. Notification and approval of third party participation to and by the other Party is required.

9.15 Headings. Headings are for convenience and do not affect the meaning of any provision of this MOU.

THE PARTIES have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

SCHOOL BOARD OF ALACHUA
COUNTY, FLORIDA

UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES

Signature by: _____

Name:

Title:

Date:

Signature by: _____

Name: Elizabeth Keeter

Title: Assistant Director, UF Research |
Division of Sponsored Programs

Date:

I acknowledge and agree to the terms of the MOU.

Signature by: _____

Name:

APPENDIX A
SCOPE OF COLLABORATION