

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is entered into on (____ date _____) between the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the College of Journalism & Mass Communications at the University of Nebraska-Lincoln, hereinafter referred to as “the University”, and (____ Client organization _____), an entity, hereinafter referred to as “the Client”.

WHEREAS, the University desires to give its students an opportunity to gain experience with advertising and/or public relations campaigns projects through participation in classes; and

WHEREAS, the Client desires to assist the University in providing such opportunities to its students and therefore wishes to have the University undertake a certain advertising and/or public relations campaigns based project; and

WHEREAS, the project contemplated herein is of mutual interest and benefit to the University and the Client,

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree as follows:

1. Statement of Work

The Client desires to have the University undertake an advertising and/or public relations campaigns based project entitled “(____ project name _____)” in accordance with the scope of work described in Exhibit A attached hereto and incorporated by reference herein (the “Work”). The University agrees to use reasonable efforts to complete the project described therein, hereafter referred to as “the Project”. The Client also acknowledges that the University may need to engage certain of its employees, agents, consultants or other persons acting on behalf of the University to provide assistance to the students in connection with their performance of the Project.

2. Period of Performance

The Project will be conducted during the period (____ date _____) through (____ date _____), and this period may be extended by mutual written agreement of the parties.

3. Payments and Additional Costs

In consideration for the Work performed by the University, the Client shall pay to the University a base fee of \$XXXX, payable as set forth below (the “Base Fee”) with detail in Exhibit B (attached).

Payment Number	Project Milestone	Payment Amount	Estimated Milestone and/or Invoice Date

In addition to the Base Fee, the Client shall reimburse, where applicable, the University for all travel expenses, supplies or specific assets required to perform the Work, which shall be pre-approved in writing by the Client (the “Reimbursable Expenses”). In the case that an additional specific asset is required for satisfactory completion of the Project, the Client may choose to (1) reimburse the University for the purchase of such asset as a Reimbursable Expense, as set forth above, in which case the client will retain ownership and title of such asset, or (2) acquire and loan the asset to the University at no additional cost to the University.

Payments of the Base Fee and any Reimbursable Expenses are due within thirty (30) days of receipt of invoice. Checks or warrants shall be made payable in U.S. dollars to the University of Nebraska-Lincoln (Tax ID #470491233) and mailed to:

College of Journalism and Mass Communications
Big Red Business Center
123 501 Building
Lincoln, NE 68588

4. Termination

The Project work under this Memorandum may be terminated for any reason by either party upon sixty (60) days' written notice. If both parties wish to terminate this Memorandum by mutual written agreement, it may be terminated on an alternate time interval acceptable to both parties. Upon termination, the University will be reimbursed for all pre-approved costs and non-cancelable commitments incurred in the performance of the Project through the effective date of the termination, such reimbursement together with any other payments made, not to exceed the total cost of the Project as specified in Section 3.

Termination of this Memorandum by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination of this Memorandum. Except as otherwise set forth in this Section 4, no termination of the Memorandum, however effectuated, shall release the parties from their rights and obligations under Sections 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14. Neither party shall be liable to the other for damages of any kind, including incidental or consequential, on account of any termination of this Memorandum in accordance with this Section 4.

5. Intellectual Property

The term “Intellectual Property” shall mean all patent, trademark, trade names, trade secret or other tangible intellectual property rights first conceived, reduced to practice, authored or otherwise created in the performance of Work under this Memorandum. All right, title and interest in and to any such Intellectual Property, together with the materials created during the Project, shall belong to the Client. Within forty-five (45) days following completion of the Project, the University shall execute all necessary paperwork to vest such

right, title and interest in the name of the Client. If applicable and to the extent permitted by law, the Client shall be responsible for and shall bear all costs associated with the protection of the Intellectual Property and shall be responsible for the maintenance of any patents derived therefrom. The University shall cooperate with the Client, at no additional cost to the University, to execute and deliver such further conveyance instruments, and take such further actions, as may be necessary to evidence the intent of this Memorandum. This shall include executing and delivering affidavits or additional documents of assignment and conveyance regarding the Intellectual Property.

6. Publication and Student Use

In keeping with its educational research mission and subject to the Client's rights, the University and its employees and students shall have the right, at their discretion, to release information or to publish data, writings, or material resulting from the Project or to use such in any way for scholarly or academic purposes or for their own internal purposes. Furthermore, the Client expressly agrees that the students participating in the Project shall have the right to display and use Project materials in portfolios and resumes for the limited purposes of securing internships and jobs. In keeping with long standing tradition, all copyright(s) to such scholarly or academic publications shall be retained by the respective authors. The University shall furnish the Client with a copy of any proposed publication or release of information at least sixty (60) days in advance of the submission of such proposed publication or release of information to a journal, editor or other third party. Within this sixty (60) day period, the Client may request the University, in writing, to delay such proposed publication or release of information for an additional sixty (60) days in order to protect the potential patentability of any invention described therein or to protect any trade secret or Confidential Information (as defined in Section 10 hereof). Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

7. Publicity

The University shall have the right to use the name and logo of the Client in informational documents and publicity materials regarding the College of Journalism and Mass Communications at the University of Nebraska-Lincoln. Excepting the foregoing, neither party shall use the other's name, or the name of any member of the other's staff in connection with any products, promotion, or commercial advertisements without prior written approval of the other party.

8. Reports

The University shall furnish to the Client periodic updates in accordance with Section 3 summarizing the work being conducted on the Project.

9. Proprietary Data

Unless otherwise required by law, the University will exercise reasonable efforts to maintain in confidence proprietary information disclosed or submitted to the University by the Client or accessible by the University via the Client's computer systems, or other information which is designated in writing, including by email, as confidential information at the time of disclosure, generated by the University from such information or developed by the University hereunder (collectively, "Confidential Information"). All Confidential

Information shall be immediately returned to the Client, or destroyed, upon the Client's request. No Confidential Information may be disclosed in any publication, including those "Publications" described in Section 7, without the Client's prior written consent, which it may withhold in its sole discretion. The Client also agrees to only provide Confidential Information necessary to the completion of the Project. If Confidential Information is accessible to the University through a connection to the Client's computer systems, the Client agrees to terminate access immediately once the Confidential Information is no longer needed by the University. Unless otherwise expressly provided in this Memorandum or the Statement of Work, all work product delivered by the University to the Client is Confidential Information, regardless of whether it is designated in writing as such. Confidential Information does not include information which at the time of receipt:

- a. is generally available in the public domain or thereafter becomes available to the public through no act of the University; or
- b. was independently known prior to receipt thereof or was discovered independently by an employee of the University who had no access to the information supplied by the Client under this Memorandum; or
- c. was made available to the University as a matter of lawful right by a third party.

The University covenants and agrees to use the Confidential Information for the sole and exclusive purpose of the Project and to limit dissemination only to those who have a need to know same in furtherance of the Project

The University retains the right to refuse to accept any such information that is not considered to be essential to the completion of the Project. All students working on the Project shall be fully informed of this obligation of confidentiality and shall agree in writing to be bound thereby. The University shall be responsible for compliance by students, employees and agents with the terms hereof.

If the University reasonably concludes that it will be required by law to disclose Confidential Information, it will, to the extent reasonably feasible and as permitted by law, inform the Client of this belief prior to accepting the Confidential Information for its further use so that if the Client objects to the potential disclosure of the Confidential Information, the Client and the University can perform the Statement of Work in a manner that no longer requires the disclosure of Confidential Information, or in a manner that relieves the University of the disclosure requirement. If the University's reasonable conclusion is not formed until after it begins using the Confidential Information, then it will inform the Client of this conclusion as soon as reasonably possible, and will cooperate with the Client at the Client's expense to limit the disclosure or otherwise perform the Statement of Work in a manner that relieves the University of its legal disclosure requirement. In any event, if (a) the University's intended performance requires disclosure of Confidential Information to the University in a way that requires the University to further disclose some or all of the Confidential Information, and (b) the Client objects to such disclosure, then the Client may immediately terminate the relevant Statement of Work.

10. Use of Third Party Materials

The University shall not use any third party intellectual property to perform the Project without the Client's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The University shall provide the Client with the license terms or other agreements that govern the use of such third party intellectual property that the University wants to use, and shall (if the Client approves such use) abide by them when performing the Project.

11. Remedies

In the event of a breach of this Memorandum by either party, the other party shall have all rights, remedies or damages available at law or in equity.

12. No Warranty

The Client acknowledges that the University makes no expressed or implied warranties regarding the work product delivered under any Statement of Work, or the results of any project.

13. Indemnification

To the extent permitted by law, the University shall indemnify the Client for any loss or injury incurred by the Client as a result of negligence or intentional acts of the University, its employees, students and/or agents. The Client will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the University and the results thereof. The Client shall provide the University with reasonably prompt notice and assistance regarding all claims, actions, demands, proceedings, damages, costs and liabilities of any kind.

The Client shall indemnify the University for any loss or injury incurred by the University as a result of the negligence or intentional acts of the Client, its employees, students and/or agents. The University will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the Client and the results thereof. The University shall provide the Client with reasonably prompt notice and assistance regarding all claims, actions, demands, proceedings, damages, costs and liabilities of any kind.

14. Equipment

Title to any equipment or assets purchased or manufactured by the University in the performance of the Project under this Memorandum shall vest in the University upon acquisition. Title to any equipment or assets purchased or manufactured directly by the Client for the completion of the Project under this Memorandum remains with the Client upon completion of the Project unless otherwise assigned to the University.

15. Assignment

Neither party shall assign this Memorandum to another without the prior written consent of the other party hereto. Any other purported assignment shall be void.

16. Independent Inquiry

Nothing in this Memorandum shall be constructed to limit the freedom of researchers who are participants in this Memorandum, whether involved in the Project or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements with parties other than the Client. Nothing in this Memorandum shall be constructed to limit the freedom of the Client from contracting with other universities under other grants, contracts or agreements with parties other than the University.

17. Governing Law

The Memorandum shall be governed by the laws of the State of Nebraska, without giving effect to its conflicts of laws provisions.

18. Independent Contractor

It is expressly understood, agreed to and represented by the University that all employees of the University furnished to perform the Project stipulated under this Memorandum shall and will remain University employees for all purposes, and under no circumstances are such employees to be considered the Client's employees or agents, and they shall be in an independent contractor relationship to the Client at all times. The University and its employees are not eligible for coverage under, shall make no claims arising under, and hereby waive and release the Client from any claims arising under, the Client's unemployment insurance, worker's compensation insurance, or any form of employee benefits. The University shall be responsible for the normal responsibilities of an employer toward its employees furnished under this Memorandum relating to this independent contractor status, including, without limitation, Social Security, income and payroll taxes. The University hereby represents that all students working on the Project shall have first signed an acknowledgment that they are in an independent contractor relationship to the Client. The acknowledgment will contain language substantially similar to the preceding language.

19. Nondiscrimination

In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Client agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Memorandum, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

20. Equal Opportunity

Client shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

21. Notices

All notices, consents, approvals, demands, requests or other communications required or permitted to be given under any of the provisions of this Memorandum will be in writing and will be sent to the person(s) and address(es) set forth below via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below). All such notices shall be effective when received.

University:

[Name] [Department]

[Address]

[City, State, Zip] [Email address]

Client:

[Name] [Department]

[Address]

[City, State, Zip] [Email address]

22. Independent Agreement

This Memorandum shall operate independent of any other agreement between the parties.

23. Entire Agreement

This Memorandum constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. This Memorandum shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties to this Memorandum.

The rest of this page is left intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum in duplicate by proper persons thereunto duly authorized.

The Board of Regents of the University of Nebraska

By _____

Name _____

Title _____

Date _____

**College of Journalism and Mass Communications
University of Nebraska-Lincoln**

By _____

Name Haley C. Hamel

Title Business & Operations Manager

Date _____

(Client Organization)

By _____

Name _____

Title _____

Date _____

Exhibit A

Statement of Work

For review only. Do not sign and return this document.

Exhibit B

Payment Detail

For review only. Do not sign and return this document.