# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “Agreement”) is made by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (hereinafter “UNLV”) and       (hereinafter “Collaborating Institution”). **[Collaborating Institution seeks to conduct research on and/or at the facilities of UNLV.]** **OR [Collaborating Institution seeks to conduct UNLV-affiliated research at its facilities.]** This research may involve the use of members of the UNLV community. Based upon this understanding, the parties herein agree as follows:

1.0 Prior to conducting any activities, including, but not limited to research, surveys and questionnaires, Collaborating Institution shall submit a request to its own institutional review board for review and approval. Such approval shall be obtained prior to the conduct of any activities **[at UNLV] OR [under this Agreement]**. Said approval shall be in writing and submitted prior to the conduct of any activities.

2.0 Prior to conducting any activities, including, but not limited to research, surveys and questionnaires, Collaborating Institution shall submit a written request to the appropriate UNLV institutional review board for review and approval. Such approval shall be necessary prior to conducting any activities **[at UNLV] OR [under this Agreement]**. Said approval shall be in writing and submitted prior to the conduct of any activities.

3.0 Prior to conducting any activities, including, but not limited to research, surveys and questionnaires, Collaborating Institution shall submit a written plan to UNLV for review and approval. This plan shall include, at a minimum, starting and ending dates of said project, UNLV community groups anticipated to be involved and the object of said project.

3.1 Upon completion of the project, Collaborating Institution shall provide UNLV with a copy of its results.

4.0 Collaborating Institution shall be required to have a contract with and/or be sponsored by a UNLV faculty member. The purpose of this contract and/or sponsorship is to ensure UNLV has a contact present who will act as a liaison between the parties and coordinate their respective activities as needed.

4.1 The UNLV faculty member contact shall be responsible for arranging UNLV facilities for use by Collaborating Institution during the course of the project. UNLV cannot and does not guarantee any facilities shall be available for use by Collaborating Institution at any time during the course of the project. **[delete this entire paragraph for off-campus research]**

**[4.1] OR [4.2]** UNLV shall not provide any such contact and/or sponsor but may make recommendations as to their availability. UNLV reserves the right to reject the selection of any particular UNLV faculty member to act as such contact.

5.0 Miscellaneous provisions

5.1 Collaborating Institution agrees to indemnify, defend and hold harmless UNLV, and/or any of its regents, officers, employees, agents or students, from any loss, damage, liability, cost and/or expense caused to the person or property of any and all third parties resulting from the research under this Agreement.

5.2 This Agreement shall be construed and interpreted solely according to the laws and statutes of the State of Nevada.

5.3 Collaborating Institution shall not assign, transfer and/or delegate any right, obligation or duty under this Agreement without the prior written consent of UNLV.

5.4 This Agreement, and any attached addendum as identified within this Agreement, if any, constitutes the entire written agreement between the parties, supersedes any other agreement, whether oral or in writing as may exist between the parties, and may only be modified in a written amendment executed by the parties.

5.5 Both parties agree that in the performance of this Agreement, they will not discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, sexual orientation or disability.

5.6 This Agreement is subject to the provisions of the State of Nevada Open Records Law.

5.7 If a provision of this Agreement or its application to any person shall be invalid or unenforceable, the other provisions of this Agreement shall nonetheless remain in full force and effect.

5.8 This Agreement may be cancelled with or without cause by either party upon 30 (thirty) days’ written notice. There shall be no penalty for cancellation of this Agreement.

5.9 All notices under this Agreement shall be delivered as follows:

Name and Address for UNLV

Brad Woods, Executive Director

UNLV Office of Research Integrity

4505 S. Maryland Pkwy, Box 451047

Las Vegas, NV 89154-1047

Name and Address for Collaborating Institution

5.9 Failure of UNLV to require adherence to any other provision of this Agreement shall not act as a waiver by UNLV to require adherence to any provision of this agreement at any time and/or circumstance.

5.10 Collaborating Institution shall adhere to all applicable policies, rules and regulations of UNLV, the Nevada System of Higher Education, the State of Nevada, and federal as well as local laws, statutes and ordinances. Failure of Collaborating Institution, or any representative thereof, including the UNLV faculty member contact identified in paragraph 4.0 above, to adhere to said policies shall constitute breach of this Agreement and constitute cause for UNLV to immediately terminate this Agreement.

Collaborating Institution’s Name

Collaborating Institution Researcher Name (Print Name)

Collaborating Institution Researcher Name (Signature)

Collaborating Institution Official (Print Name and Title)

Collaborating Institution Official (Signature) Date

Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas

**Recommended:**

UNLV Faculty Contact/Sponsor (Print)

Brad Woods, PhD

UNLV Office of Research Integrity, Executive Director

**Approved:**

Edmund Synakowski Date

Vice President for Research

Approved as to Legal Form:

Elda Sidhu, Esq.

General Counsel