Memorandum of Understanding

**between**

University of Maryland College Park

**and**

**[insert faculty/staff member’s name]**

**for Faculty/Staff Member’s Work with [insert external entity’s name]**

1. **Purpose.** The purpose of this Memorandum of Understanding (the “MOU”) is to remind [insert faculty/staff member’s name] (“the University Employee”) of their compliance obligations under applicable State of Maryland public ethics laws and University System of Maryland (“USM”) and University of Maryland College Park (“UMD”) policies and procedures during the time the University Employee is employed by, consulting for, or otherwise working with (including serving on a board of directors) [insert name of external entity] (“the Organization”) while remaining employed at UMD, including while on Leave Without Pay (“LWOP”).

The University Employee established an Organization in [insert Month, Year organization established] and is its sole owner and employee. This MOU sets forth terms and conditions with which Employees must comply as a condition of UMD’s approval of the Employee’s consulting conflict of commitment, and which Faculty must comply as a condition of Faculty’s LWOP status and/or approval.

1. **Primary Professional Responsibility.** TheUniversity Employee understands and agrees that they are an employee of UMD, and thus the State of Maryland, are subject to State ethics laws, and that the University Employee’s primary professional responsibility is to UMD, including to its educational, research, and service activities. The University Employee’s activities through the organization may not restrict or hinder their ability to conduct current or foreseeable research or teaching assignments with UMD, nor limit the University Employee’s ability to publish work generated at or on the behalf of UMD, nor infringe on the University Employee’s academic freedom, nor infringe on UMD’s intellectual property rights.
2. **Compliance with Law, Policy, and Guidance.**
	1. The University Employee understands and agrees that they must comply with State of Maryland laws and UMD policies and guidance, including but not limited to those related to (i) conflicts of interest, (ii) conflicts of commitment, (iii) outside professional activities, (iv) disclosure of support, (v) intellectual property, (vi) acceptable of use information technology resources, and (vii) scientific or research misconduct, as well as sponsor guidance and/or the terms and conditions of any sponsored research or other contracts on which the University Employee works as part of their UMD duties. The University Employee understands and agrees that such compliance takes priority over and shall supersede any obligations they may have to the Organization under the Agreement. (UMD policies are available at <https://policies.umd.edu>.)
	2. While in consulting status, the University Employee cannot have any Principal Investigator responsibilities on the University side (e.g., project design, conduct, report) for any projects with the Organization. Furthermore, the University Employee cannot use UMD intellectual property, or other UMD resources as part of the University Employee’s consulting activity unless properly licensed from UMD (see <https://www.umventures.org/about-us/directory/college-park> for information about licensing).
	3. If applicable, while in LWOP status, Faculty cannot have Principal Investigator responsibilities (e.g., project design, conduct, reporting) for the Organization that overlap with a UMD scope of work, and cannot use UMD research, intellectual property, or other UMD resources as part of the Organization’s activity unless properly licensed from UMD (see <https://www.umventures.org/about-us/directory/college-park> for information about licensing).
3. **Intellectual Property Rights.** The University Employee understands and agrees that UMD owns all right, title, and interest in all copyrighted works and patentable or potentially patentable inventions conceived or first reduced to practice, in whole or in part, by the University Employee in the course of UMD sponsored research activities, with more than incidental use of UMD resources, or as otherwise set forth in UMD’s Intellectual Property Policy (see <https://policies.umd.edu/research/university-of-maryland-intellectual-property-policy>). The University Employee further acknowledges that they do not have the authority to assign, license, or otherwise transfer rights in UMD intellectual property to the Organization or other external party.
4. **Publication/Presentation Disclosure Required.** The University Employee understands and agrees that any listing of the University Employee on any publication, including PowerPoint slides or similar visual aids, resulting from the University Employee’s activities for the Organization must include the following disclosure: *“[University Employee’s Name]’s contribution to this publication was not part of their University of Maryland duties or responsibilities.”* The University Employee must also make a similar verbal disclosure at any speaking activities related to the services provided by the University Employee under the Agreement.
5. **No Use of UMD-Related Confidential Information.** The University Employee understands and agrees that they may not use any UMD, UMD sponsor, or other confidential or proprietary information that the University Employee may have acquired through their employment, business, or research activities at UMD in the performance of their work with the Organization.
6. **No Use of UMD Resources.** The University Employee understands and agrees that their services to the Organization may not make more than incidental use of UMD facilities, supplies, equipment, or other resources, and that the University Employee’s obligations to the Organization may not involve any UMD students, employees, post-doctoral trainees, or any other UMD personnel other than the University Employee.
7. **No Use of UMD Marks.** The University Employee understands and agrees that they cannot use the names, logos, or marks of UMD or any of its faculty, staff, employees, students, or volunteers in connection with the University Employee or their services to the Organization, without prior written permission from the UMD Trademarks Office (<https://osc.umd.edu/licensing-trademarks>).
8. **No Endorsement by UMD.** The University Employee shall not represent or imply that UMD endorses the Organization or any of its products or services. The University Employee is obligated to follow UMD’s endorsement policy, available at <https://policies.umd.edu/assets/section-iv/IV-500A.pdf>.
9. **University Employee’s Individual Capacity.** The University Employee will serve the Organization in the capacity of an individual, and not as an agent, employee, or representative of UMD. Any confidential or other information provided to the University Employee by the Organization will be deemed received only by the University Employee as an individual and not by UMD and any obligations pertaining thereto will apply only to the University Employee and not UMD.
10. **No UMD Representations or Warranties.** UMD makes no representations or warranties about the work that is being provided by the University Employee for the Organization, which is the University Employee’s responsibility alone. UMD does not provide any insurance or indemnity for the services provided by the University Employee to the Organization.
11. **Provision of the MOU to the** **Organization.** The University Employee must provide a copy of this MOU to the Organization for its reference.

**AGREED TO BY:**

**Next Level Administrator University Employee**

Authorized Signature Employee Signature

Printed Name Printed Name

Title Title

Date Date

**ACKNOWLEDGED BY:**

**Unit Head**

Authorized Signature

Printed Name

Title

Date