

# MEMORANDUM OF UNDERSTANDING BETWEEN \_\_\_\_\_ AND TRINITY UNIVERSITY

## I. PREAMBLE

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between Trinity University (“Trinity” or the “University”), a private higher education institution in the State of Texas, and \_\_\_\_\_ [Partner Name], a \_\_\_\_\_ [legal description of partner, e.g., municipal corporation, nonprofit organization, or business entity], \_\_\_\_\_ (“[Short Name]”). Trinity and \_\_\_\_\_ [Short Name] are collectively referred to as the “Parties.” This Agreement is effective on the date of the last signature below (“Effective Date”).

## II. PURPOSE

The purpose of this MOU is to set forth the understanding of the Parties regarding their collaboration in [describe the general program, activity, or relationship]. The Parties intend that this MOU provide a framework for cooperation consistent with the missions and policies of Trinity University and [Partner Name].

## III. SCOPE

The Parties agree to work together in good faith to support [describe activities or programs]. This MOU does not create any entitlement, nor does it obligate either Party beyond the commitments expressly stated herein. Academic courses and student extracurricular activities that are part of Trinity’s mission are outside the scope of this Agreement.

## IV. TERM AND RENEWAL

This MOU shall take effect on the Effective Date and remain in force for five (5) years, unless earlier terminated as provided herein. The MOU may be renewed or extended only by written agreement of both Parties.

## V. RESPONSIBILITIES OF THE PARTIES

### A. Trinity University Obligations

- [List Trinity’s commitments, e.g., providing facilities, faculty engagement, or administrative support].

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B. [Partner Name] Obligations

- [List the partner's commitments, e.g., funding, volunteers, program coordination.]

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**VI. FINANCIAL ARRANGEMENTS**

Each Party shall bear its own costs and expenses unless otherwise agreed in writing. If reimbursement is contemplated, the terms shall be specified in a separate written addendum approved by both Parties.

**VII. TERMINATION**

Either Party may terminate this MOU for convenience upon sixty (60) days' prior written notice, or immediately for cause in the event of material breach by the other Party.

**VIII. NOTICE**

All notices required or permitted under this MOU shall be in writing and delivered personally by certified mail, or by recognized courier service to the designated representatives of the Parties.

The Parties may be reached at the following:

_____	[Partner Company]
_____	[Partner Representative, Name]
_____	[Partner Representative Title]
_____	[Partner Address]

\_\_\_\_\_ [Partner City, State, Zip Code]  
\_\_\_\_\_ [Partner Phone Number]  
\_\_\_\_\_ [Partner E-Mail Address]

Trinity University

\_\_\_\_\_ [Trinity Representative Name]  
\_\_\_\_\_ [Trinity Representative Title]

1 Trinity Place

San Antonio, Texas 78212

(210)999-\_\_\_\_\_ Trinity Representative Phone Number]

\_\_\_\_\_ [Trinity Representative E-mail]

## **IX. NON-DISCRIMINATION**

The parties to this Agreement will 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 on the basis of their status as protected veterans or individuals with disabilities and prohibit discrimination on the basis of sex, gender, sexual orientation, gender identity, gender expression, religion, race, color, ethnicity, national origin, age, disability, genetic information, veteran status, or citizenship status. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard for sex, gender, sexual orientation, gender identity, gender expression, religion, race, color, ethnicity, national origin, age, disability, genetic information, veteran status, or citizenship status.

## **X. INTELLECTUAL PROPERTY AND PUBLICITY**

Unless otherwise agreed in writing, each Party retains ownership of its respective trademarks, service marks, and intellectual property. Use of names, logos, or marks of either Party requires prior written consent. Any public statements about the relationship must be jointly reviewed and approved.

## **XI. INSURANCE AND LIABILITY**

Each Party shall be responsible for its own acts and omissions and those of its employees, officers, and agents. Each Party shall maintain insurance, self-insurance, or other arrangements sufficient to meet its obligations under this Agreement.

## **XII. RELATIONSHIP OF THE PARTIES**

The Parties are independent contractors. Nothing in this MOU shall be construed to create a partnership, joint venture, agency, or employment relationship.

## **XIII. AMENDMENTS AND MODIFICATIONS**

Either institution may propose amendments or modifications to this MOA. Any amendments to the MOA shall be made by mutual consent, executed by both Parties, and attached as an addendum to the MOA. Any activity already in progress will continue until completion as planned initially, provided resources are available.

#### **XIV. FORCE MAJEURE EVENT**

Neither party hereto shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service considered to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riot, acts of terrorism, accidents, fires, explosions, earthquakes, floods, destruction of or damage to TRINITY property, failure of transportation, pandemics, epidemics, or other outbreaks of diseases or other infections, or any other similar cause beyond the reasonable control of either party (a "Force Majeure Event").

#### **XV. GOVERNING LAW AND VENUE**

This Agreement and any dispute arising out of or relating to it shall be subject to and governed by the laws of the State of Texas. Each Party hereby consents to the jurisdiction of the state and federal courts in the State of Texas.

The Venue for its enforcement shall be Bexar County, Texas. No term of this agreement may conflict with any law of the State of Texas or the United States of America.

#### **XVI. ENTIRE AGREEMENT; SEVERABILITY**

This MOU constitutes the entire understanding between the Parties and supersedes any prior oral or written agreements regarding its subject matter. If any provision is held invalid, the remaining provisions shall remain in full force and effect.

#### ***SIGNATURES***

**PARTNER REP NAME:**

**TRINITY UNIVERSITY VICE PRESIDENT:**

_____	_____
[Partner Rep Name, Title]	[Vice President Name], [ELT Member Title]
_____	_____
Date	Date