**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**UNIVERSITY OF ALASKA FAIRBANKS**

**(COLLEGE/ACADEMIC’S UNIT NAME)**

**(PROGRAM/DEPARTMENT NAME)**

**AND**

**(INSERT COUNTERPART/EXTERNAL AGENCY NAME)**

1. **Counterpart’s Name, City, State, and Country**

(Fill in Info)

1. **Description of MOU:**

(Provide a summary of the agreement)

1. **Point of contact for UAF:**

(Name)

(Program)

(Department/College/Unit)

(email)

(Phone Number)

1. **Point of contact for counterpart**

(Name)

(Program)

(Department/College/Unit)

(email)

(Phone Number)

1. **Physical or Geographic Location of Work**

(Fill in Info)

1. **Period of agreement:**

Start date: (Fill in Info- typically a 5 year span)

End date: (Fill in Info)

This MOU may be renewed for additional periods of five years if both institutions agree in writing. The parties also agree that either party for any reason may terminate this agreement at any time by giving the other party at least six (6) months advance written notice of the party’s intent to terminate.

1. **Purpose:**

(Provide all information of the purpose. This section is mandatory)

1. **Background:**

(Provide the information of the background. This section is mandatory)

1. **Objective goals:**

(Provide information of the objective goals. What each party will benefit from the agreement. This section is optional and will vary on the type of agreement)

1. **Responsibilities/Implementation:**

(Provide information on who will be responsible for implementation. This section is optional and will vary on the type of agreement)

1. **Administration:**

The University of Alaska is an affirmative action/equal opportunity employer and educational institution and prohibits illegal discrimination against any individual. The University of Alaska and the Affiliate subscribe to the policy of equal opportunity and will not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University of Alaska’s commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. Both institutions shall abide by these principles in the administration of this agreement and neither institution shall impose criteria which would violate the principles of non-discrimination. Both parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, and related regulations, and further shall comply with all applicable federal and state laws, rules, regulations, and Executive Orders. The University is required to follow Board of Regents’ Policy and University Regulation regarding harassment and discrimination reporting and investigation, regardless of where the alleged conduct occurs; Affiliate agrees to cooperate with any related processes, including interim measures and investigation. Contact information, applicable laws, and complaint procedures are included on the University of Alaska’s statement of nondiscrimination available at <https://www.alaska.edu/nondiscrimination>.

To the extent that this MOU authorizes or requires either party to have access to or facilitates the use, disclosure or redisclosure of any personally identifiable student education records (“Education Records”), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act (“[**FERPA**](https://www.lawinsider.com/clause/ferpa)”), the parties acknowledge and agree that they will both be deemed subject to FERPA, including any limitations on the scope of their use, disclosure, and redisclosure of such Education Records. Pursuant to such obligations under FERPA, the Parties agree to hold Education Records in strict confidence and to not use or disclose information from Education Records except as permitted by law and in accordance with the requirements, if any, of this Agreement. The Parties and their officers, employees, and agents shall use Education Records only for the purposes for which the disclosure was made and solely to the extent necessary to meet the terms and expectations of this MOU. Any other use, disclosure, or redisclosure is strictly prohibited.  Likewise, the Parties shall not disclose any Education Records to any other third-party without the prior consent required by FERPA or as otherwise permitted by applicable law. The FERPA obligations of the Parties shall extend to any contractor or subcontractor of the Parties to whom disclosure or use is authorized under law and this MOU. In addition to the FERPA requirements above, the Parties agree to comply with any and all applicable state and federal privacy laws, including, but not limited to, the Alaska Personal Information Protection Act, in the handling of any personal or private information made accessible to a party under the terms of this MOU.

The University of Alaska Fairbanks and (insert counterpart’s name) shall abide by these principles in the administration of this MOU and neither institution shall impose criteria which would violate the principles of non-discrimination.

Neither party assumes any financial responsibility through signature on the MOU and any commitment of resources by either university for collaborative activities will require review and approval by both parties in a separate written agreement.

Both parties agree that this MOU does not create legally enforceable obligations for either party nor does it establish a standard of care attributable to the activities outlined in this MOU. The sole recourse for any breach of or disagreement pursuant to this MOU shall be termination.

This MOU may be modified at any time upon written approval of the parties. There may be no changes to the scope of this MOU without written consent of both parties

**Signatures:**

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(Counterpart’s Name) Date

(Position Title)

(Program/Department Name)

(University/Agency)

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(Counterpart’s Name) Date

(Position Title)

(Program/Department Name)

(University/Agency)

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(UAF Program Chair’s Name) Date

(Position Title)

(Program/Department Name)

(College/Academic Unit’s Name)

University of Alaska Fairbanks

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Dean Name) Date

Dean

(College/Academic Unit’s Name)

University of Alaska Fairbanks

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Anupma Prakash Date

Provost and Executive Vice Chancellor

University of Alaska Fairbanks