



<<INSERT ORGANIZATION LOGO HERE>>

**INSTITUTIONAL PARTNER
Memorandum of Understanding (MOU)
Template**

Between

***MERLOT—The Multimedia Educational Repository for
Learning and Online Teaching***

AND

ORGANIZATION

MERLOT – Institutional Partnership Agreement

I. Parties

MERLOT—The Multimedia Educational Resource for Learning and Online Teaching

MERLOT—The Multimedia Educational Resource for Learning and Online Teaching is an international cooperative formed for the purpose of aggregating and making freely accessible high quality online resources to improve learning and teaching within higher education. The cooperative connects systems, consortiums, and institutions of higher education, professional organizations of academic disciplines, and individual members to form a community of people who strive to enrich the teaching and learning experience.

As a metadata repository, MERLOT:

- Links to thousands of learning materials.
- Publishes sample assignments that demonstrate applications in online and/or classroom learning.
- Provides mechanisms for evaluation of the learning materials by individual users and qualified panels of faculty.
- Links to people with common interests in discipline(s) and in teaching and learning.

As a cooperative endeavor, MERLOT:

- Trains faculty and faculty development personnel on using MERLOT.
- Trains faculty and faculty development personnel on evaluating quality of online resources.
- Provides leadership in planning the strategic activities for MERLOT and its partners.
- Provides community outreach and education on MERLOT.
- Programmatically evaluates the usage, performance, and outcomes of MERLOT and its services.

ORGANIZATION

<<Brief Description of the ORGANIZATION>>

II. Terms of Agreement

MERLOT and ORGANIZATION recognize the significant set of shared values, mission, goals, and constituencies of their organizations. Cooperatively developing plans and implementing programs to serve our constituencies would be mutually beneficial to both parties and their constituencies.

This MOU articulates the commitments that MERLOT and ORGANIZATION will make to work cooperatively.

MERLOT and ORGANIZATION agree on the following principles.

Our Shared Mission:

- To improve the efficacy of teaching and learning by expanding the quantity and increasing the quality of online learning materials and services that can be easily incorporated into educational programs.

Our Shared Values:

- The diverse members of the educational community must guide the development of online resources and services that will enable the success of education.
- Collaboration is required for successfully transforming learning, education, and training.
- Technology, appropriately developed and applied, can provide innovative means for the education community to improve teaching and learning.

Our Shared Constituencies:

- Our constituencies encompass teaching faculty, students, and technology staff who support the teaching and learning process in higher education.

This Memorandum of Understanding (MOU) will commence on the date of its signing and conclude on the twelve month anniversary of the signing. After this period the parties will review the MOU and may choose to extend it for a period of another twelve months, provided that all parties are agreed that the arrangement should continue.

It is anticipated that each year, MERLOT and ORGANIZATION will review and revise the specific collaborative activities and commitments for the upcoming year.

This agreement may be terminated at any time by either party for any reason upon thirty days written notice to the other party.

III. Nature of the Agreement

This Memorandum of Understanding is not a contract, as the parties do not intend to create a legally binding agreement.

IV. Goals of the Memorandum of Understanding

MERLOT and ORGANIZATION will work together to achieve the following complementary goals:

- Enable MERLOT and ORGANIZATION to effectively and efficiently serve their constituents by providing joint community activities and promoting the sharing of tools and resources.
- Enable the higher education community to take advantage of high quality online resources and services through the collaborative initiatives of MERLOT and ORGANIZATION.
- Increase visibility of MERLOT and ORGANIZATION with each other's constituencies.
- Provide opportunities for collaboration among our constituencies.

- Provide increased value to our constituencies.

V. Responsibilities

Both parties agree to:

- Meet at least once a year for the purpose of mutual sharing of ideas, projects, products and information and establishing the progress in achieving outcomes of the MOU.
- Communicate via email and meet as necessary in between the formal yearly meetings.
- Provide a contact person for the MOU and notify each other of any change to the nominated contact.
- Provide access to the managerial personnel, technical expertise, tools, and information to enable the successful implementation of the collaborative initiative between MERLOT and ORGANIZATION.
- Develop a plan for our collaborative initiatives within 3 months of signing the MOU (see Appendix A for draft). The plan should define short-term milestones (approximately 6 months) and longer-term milestones for delivering collaborative products and services.
- Provide links from appropriate places on their website to the other parties' website.
- Provide acknowledgement of the origin of the resources in displaying results of our collaboration. Each organization will provide appropriate logos for this purpose.
- Issue a press release announcing the alliance and post the press release on our respective websites.
- Evaluate the value and productivity of the alliance one year from signing the MOU.

MERLOT will:

- Promote ORGANIZATION through its online services and in publications and presentations where appropriate.
- Provide two (2) complementary registrations to ORGANIZATION for the MERLOT International Conference.
- Invite ORGANIZATION to participate in the MERLOT International Conference.
- Present at the ORGANIZATION conference.

ORGANIZATION will:

- Promote MERLOT through its online services and in publications and presentations where appropriate.
- Provide two (2) complementary registrations to MERLOT for the ORGANIZATION Conference.
- Invite MERLOT to participate in the ORGANIZATION Conference.
- Present at the MERLOT International Conference.

VI. Confidentiality

- a) The parties acknowledge and agree that certain information which is stated to be, or by its nature intended to be, confidential may be provided to either party under this MOU. The

parties further acknowledge and agree that neither party acquires any right, title or interest in or to the confidential information that may be so provided to it and that it is only entitled to use it for the purposes permitted by this MOU.

- b) Each Party must keep the confidential information of the other party confidential and must use such confidential information solely for the purposes of performing its obligations under this MOU.
- c) Subject to clause (b), a party must not disclose the other party's confidential information without the prior written consent of the other party.
- d) The obligation of confidence imposed on the parties under the provisions of this clause will continue during the life of the MOU recorded in this MOU and after its termination or expiration until the parties agree that the information is in the public domain or a period of two years whichever is shorter.

VII. Intellectual Property

- a) Where either party has any intellectual property rights in any material that is subsequently used by the parties in connection with this MOU, then those intellectual property rights remain vested in that party.
- b) Any intellectual property rights that do not exist at the date of this MOU and which are created by ORGANIZATION, or by ORGANIZATION employees or by ORGANIZATION's contractors (and assigned to ORGANIZATION) during the term of this MOU in connection with the MOU shall remain vested in ORGANIZATION provided that ORGANIZATION will during the term of this MOU allow the intellectual property rights so created to be used royalty free by the parties for the purposes of achieving the objectives of this MOU.
- c) Any intellectual property rights which do not exist at the date of this MOU and which are created by MERLOT, or by MERLOT's employees or by MERLOT's contractors (and assigned to MERLOT) during the term of this MOU in connection with the MOU shall remain vested in MERLOT provided that MERLOT will during the term of this MOU allow the intellectual property rights so created to be used royalty free by the parties for the purposes of achieving the objectives of this MOU.
- d) Unless the parties otherwise agree, no intellectual property rights will be jointly owned by them and the parties must establish a system to identify those things in which intellectual property rights exist and the owner of the intellectual property right in accordance with this clause.
- e) Each party agrees to do such further things as may reasonably be required of it to give effect to the intentions of the parties regarding ownership of intellectual property rights as expressed in this clause (including, without limitation, by executing such assignments and licenses of intellectual property rights as may reasonably be required).

VIII. Warranties, Liabilities and Indemnities

Neither party will be liable to the other under or relating to this MOU for any direct or indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain,

opportunities or loss of anticipated savings whether caused by negligence or otherwise and whether or not that party was aware or should have been aware of the possibility of such loss or damage

IX. Rights of Parties

The parties accept that this agreement will not limit the freedom of members of the parties from engaging in activities and research within the same field that is covered by this agreement.

X. Contacts

The MERLOT contact for the MOU is:

Dr. Gerard L. Hanley
 Executive Director
 MERLOT
 CSU Office of the Chancellor
 401 Golden Shore
 Long Beach, CA 90802
 TEL: 562-951-4259
 FAX: 562-951-4925
 Email: ghanley@merlot.org

The ORGANIZATION contact for this MOU is:

<<Enter contact information>>

XI. Approval

MERLOT

ORGANIZATION

 Gerard L. Hanley, Ph.D.
 Executive Director

 Name
 Title

 Date

 Date

Appendix A
Workplan for MERLOT – ORGANIZATION
DRAFT

ACTIVITIES -examples	Due Date	Lead Staff
Revise and sign MOU between MERLOT and ORGANIZATION		
Develop a plan for integration/DEPLOYMENT of MERLOT and ORGANIZATION's verbally agreed upon objectives. Stage 1: Stage 2:		
Issue joint press release announcing MERLOT/ORGANIZATION alliance		
Finalize draft workplan for year 1 of the MOU		
Invitational activity at MERLOT International Conference and reciprocal activity at ORGANIZATION's special event		
Develop and/or assist promotional plan regarding our objectives		
etc		