

## MEMORANDUM OF UNDERSTANDING

Between

[Name of Partner(s)]

AND

**Centers for Disease Control and Prevention**  
[CDC CO/NC/Institute]

*(To be used for collaborations involving no funding.)*

This Memorandum of Understanding (MOU) sets forth the terms and understanding between [Partner] and [CDC Participant] to [Summary description of partnership, its purpose and activities, and potential future implications.]

### **BACKGROUND**

[Provide a description of the organizations and their functions. Why form a partnership between these organizations?]

### **PURPOSE**

This MOU will.... [Provide the purpose of the partnership, including the public health benefit to be achieved.]

The goals of the partnership will be accomplished by undertaking the following activities: [List and describe the activities that are planned for the partnership.]

### **RESPONSIBILITIES**

[Describe the responsibilities of each party in the partnership.]

### **FUNDRAISING/SOLICITATION**

[Partner] will make clear, in any solicitation for funds to cover the cost of its activities that [Partner], not HHS or CDC, is asking for the funds. [Partner] will not imply that HHS or any component agency, endorses any fundraising activities in connection with these activities. [Partner] will make clear to donors that any gift will go solely toward defraying the expenses of [Partner], not HHS or CDC expenses.

### **PUBLICITY AND ENDORSEMENTS**

[Partner] will not use the name of HHS, or any component agencies, except in factual publicity. Factual publicity includes dates, times, locations, purposes, agendas and fees involved with the nutrition education activities. Such factual publicity shall not imply that the involvement of HHS or CDC serves as an endorsement of the general policies, activities, or products of [Partner]; where confusion could result, publicity should be accompanied by a disclaimer to the effect that no endorsement is intended. [Partner] will

clear all publicity materials for the event with HHS and CDC to ensure compliance with this paragraph.

### **INTELLECTUAL PROPERTY**

This MOU does not, and is not intended to, transfer to either party any rights in any intellectual property of the other party. Both parties agree that the material provided by CDC is public domain material. HHS and CDC shall maintain full rights to re-use the content and material that it provides for any and all CDC purposes, and/or to share with other collaborators or requestors. Per mutual agreement between [Partner] and CDC, [Partner] grants full permission and a royalty-free, non-exclusive, irrevocable license to HHS, CDC to use, reproduce, publish, distribute, and exhibit materials arising from this agreement for use in education, training, and other purposes consistent with CDC's mission.\*

### **TRADE SECRET OR COMMERCIAL INFORMATION**

CDC shall comply with 18 U.S.C. Section 1905, the Trade Secrets Act, and safeguard any [Partner] proprietary and confidential information obtained pursuant to activities set forth in this MOU. [Partner] shall clearly mark all information, in any format, of a proprietary and confidential nature provided to CDC, as such.\*

### **PUBLIC AVAILABILITY**

This partnership agreement shall be publicly available.

### **LEGAL AUTHORITY**

This MOU is authorized by.... [Insert legal authority; consult OGC as necessary.]

### **FUNDING**

In general each party is expected to bear the costs of its participation in this project. Nothing in this Agreement shall obligate the [Partner], HHS, or CDC to any current or future expenditure of resources in advance of the availability of appropriations from Congress.

### **LIABILITY**

Each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while conducting activities under and pursuant to this Agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act, [28 U.S.C. 2671-80 (1976)].

### **GOVERNING LAW**

This MOU shall be governed by applicable federal law.

**ENTIRETY**

This MOU represents the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, with respect to the subject matter of this MOU.

**EFFECTIVE DATE**

This MOU will become effective on the date of the last signatory to the agreement.

**REVISIONS/AMENDMENTS**

It is understood and agreed that the Parties may revise or modify this MOU by written amendment hereto, provided such revisions or modifications are mutually agreed upon.

**TERMINATION**

This MOU is entered into voluntarily by all Parties, and may be modified by mutual consent of authorized officials from the [Partner] and CDC. This MOU may be terminated by either party with thirty (30) days advance written notice. In the absence of a mutual agreement by authorized officials from the [Partner] and CDC to continue to further this partnership, this MOU shall end on [End date of partnership.]

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**[Partner signatory]**  
**[Position, Partner]**

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**[Date]**

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**[CDC signatory]**  
**[Position, Center/Division, etc.]**  
**Centers for Disease Control and Prevention**

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**[Date]**

**\*: Provisions provided in template MOU are general in nature; more specific provisions requested either by the participating CDC entity or the Partner should be reviewed by OGC.**