

**Memorandum of Understanding  
between  
University of North Carolina Institutions**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is entered into by and between the signatory University of North Carolina Institutions (hereinafter referred to singularly as "Institution" and collectively as "Institutions") for the purpose of establishing the terms for reciprocal use of the service facilities of each signatory Institution.

**WITNESSETH:**

**WHEREAS**, each Institution maintains service facilities with the primary objective of supporting the researcher enterprises of each Institution; and

**WHEREAS**, each Institution desires to use the service facilities of other signatory Institutions under the terms and conditions set forth herein; and

**WHEREAS**, such use is consistent with the education, research and public service missions of each signatory Institution.

**NOW, THEREFORE**, in consideration of the premises and of the following mutual promises, covenants, and conditions, Institutions agree as follows:

1. **Services**: Each Institution shall offer the services of its service facilities, which have been established consistent with applicable internal policy and external regulatory requirements, to each signatory Institution, provided that priority to the services of the service facility shall be given to the internal clients of the Institution that houses the service facility. Each signatory Institution shall maintain a list of the service facilities subject to this MOU on a publicly available website.
2. **Cost**: Each Institution shall extend to the other signatory Institutions its internal rate for the services to be provided by the service facility, such rates to be established by the internal office at each signatory Institution with oversight of service facilities. When a signatory Institution maintains more than one rate for its own internal users (e.g., member and non-member rates), the signatory Institution can charge the higher of the internal rates to other signatory Institutions.
3. **Term and Termination**: This MOU shall be effective for each Institution on the date of execution by the properly authorized representative of the Institution. Each Institution shall remain a party to this MOU until such time as the Institution serves written notice of its termination of participation to the designated official for each signatory Institution as indicated in Appendix A.

4. Assignment: No Institution may assign this MOU without the prior written consent of all signatory Institutions.
5. Entire Agreement: This MOU, including all attachments that are incorporated herein by reference, contains the entire agreement between and among the Institutions as to its subject matter. This MOU merges all prior discussions between and among the Institutions and no Institution shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this MOU or as may be specified later in writing and signed by the properly authorized representatives of the Institution.
6. Waiver: The failure of an Institution in any instance to insist upon the strict performance of the terms of this MOU shall not be construed to be a waiver or relinquishment of any of the terms of the MOU, either at the time of the Institution's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.
7. Governing Law: The construction and performance of this MOU shall be governed by and construed pursuant to the laws of the State of North Carolina.
8. Severability: Each clause of this MOU is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this MOU shall not be affected thereby.
9. Amendment: This MOU may not be amended or renewed except by written agreement executed by all Institutions.
10. Use of Institutions' Names: All Institutions agree not to use the names, symbols, trademarks, or service marks currently existing or subsequently established of any other signatory Institution pursuant to this MOU without the prior written consent of that Institution.
11. Independent Contractors: This MOU does not create any employment, partnership, joint venture or agency relationship between the Institutions. No Institution is authorized to enter into agreements for or on behalf of the other, collect any obligation due or owed to any other party, accept service of process for any other party, or bind any other party in any manner whatsoever.
12. Notice: Any notice or other communication required or permitted under this MOU shall be in writing and shall be deemed given as the date it is delivered to the representatives of each Institution indicated in Appendix A to this MOU.

IN WITNESS WHEREOF, the following Institutions enter into this MOU effective as of the date indicated.

University of North Carolina at Chapel Hill

By: Barbara Entwisle  
Barbara Entwisle  
Vice Chancellor for Research

Date: 15 Oct 13

North Carolina State University

By: Terri L. Lomax  
Terri L. Lomax  
Vice Chancellor for Research

Date: 8 Oct 13