

UAS MOU / MOA Procedures and Practices

Revised: 9/20/2023

Memorandum of Understanding (MOU)

An MOU is a document that broadly articulates a common decision or goal reached by two or more parties. It is used to state the intention of the transacting parties and should reference a more complete document to be drawn up – the MOA.

The MOU:

- Establishes a statement of cooperation
- Cannot be legally enforced
- Should reference the intent to create a more binding agreement (MOA)
 - Becomes a binding document if there is agreed upon monetary exchange
- Does not grant substantial rights

Memorandum of Agreement (MOA)

An MOA is a document written between two or more parties to work together on an agreed upon project or objective. The purpose of the MOA is to have a clear and concise understanding of what each party is responsible and obligated to do.

The MOA:

- Is a legally enforceable document in a court of law
- Is the definitive document with clear terms and conditions of the scope
 - Clearly establishes each party's contribution
 - Clearly states the benefit received by each party
- Is binding on all parties
- Grants substantial rights to the parties
- Should always include a termination clause

MOU or MOA with External Academic and Research Entities

Per P10.07.080, all agreements with external academic or research entities shall be reviewed and approved by the university Office of the General Counsel prior to approval by a unit. R10.07.080 provides additional requirements and conditions (attached).

Memorandum of Understanding (MOU)

An MOU is a document that broadly articulates a common decision or goal reached by two or more parties. It is used to state the intention of the transacting parties and should reference a more complete document to be drawn up – the MOA.

The MOU:

- Establishes a statement of cooperation
- Cannot be legally enforced
- Should reference the intent to create a more binding agreement (MOA)
 - Becomes a binding document if there is agreed upon monetary exchange
- Does not grant substantial rights

MOU Procedures

When creating an MOU, a draft should be provided to all applicable parties prior to final signature routing. Their review should encompass both the content of the agreement as well as ensuring the appropriateness of MOU designation (as opposed to an MOA).

What signatures are required on an MOU—at the minimum?

- If it is specific to a department/unit/division,
 - The department head
- if it is school or program specific within academic affairs
 - Dean/campus director and Provost
- If it is an institutional or administrative understanding (and does not include any financial commitment)
 - Executive Cabinet member and/or Chancellor
- If the MOU includes financial terms and conditions, then it should be framed as an MOA. If this is not possible, the Director of Budget, Grants and Contracts must review and sign.

Where is the MOU stored?

After the MOU has been signed by all parties, a copy should be forwarded by the initiating department to uas.admserv@alaska.edu for retention in the [UAS MOU/MOA Repository](#).

Memorandum of Agreement (MOA)

An MOA is a document written between two or more parties to work together on an agreed upon project or objective. The purpose of the MOA is to have a clear and concise understanding of what each party is responsible and obligated to do. An MOA:

- Is a legally enforceable document in a court of law
- Is the definitive document with clear terms and conditions of the scope
 - Clearly establishes each party's contribution
 - Clearly states the benefit received by each party
- Is binding on all parties
- Grants substantial rights to the parties
- Should always include a termination clause

What should the MOA include?

- Names of parties involved and the purpose of the agreement
- Brief description of the scope of work
- Financial obligations of each party, if applicable
- Detailed description of roles and responsibilities and key personnel who will be involved
- Payment schedule if applicable
- Duration of the agreement including the effective and termination dates
- Signatures of authorized signers

How is the MOA reviewed and pre-approved?

Prior to final signature routing, the draft copy is shared with all applicable parties to review the appropriateness of the agreement and any financial or other obligations. Documentation of pre-approval shall be maintained, but should not be included in the copy signed by the partner organization.

Who needs to internally review and pre-approve?

- Director for Research and Sponsored Programs, as applicable
- Director of Facilities (if there is a facilities impact)
- Director of Grants, contracts and budget (if there are financial terms)
- Risk Officer (if applicable due to risk elements)
- Office of General Counsel if applicable or as required for agreements with external entities or if there are indemnification provisions

Who needs to sign the agreement for UAS?

- The initiator of the MOA
- If the agreement contains financial terms, the Director of Budget, Grants and Contracts
- If the scope falls within a single school, department or community campus, the Dean or Director
- If the scope crosses multiple boundaries or has broad institutional impact, the Executive Cabinet representative and/or Chancellor

Where is the MOA stored?

After the MOA has been signed by all parties, a copy should be forwarded by the initiating department to uas.admserv@alaska.edu for retention in the [UAS MOU/MOA Repository](#).

R10.07.080. Agreements with External Academic and Research Entities.

No unit or individual below the level of the president or chancellor may, without explicit approval of the president or chancellor, develop or sign any agreement with an external academic or research entity on behalf of the university or any of its units.

An “agreement with an external academic or research entity” as used in this regulation means:

1. any agreement that would permit or require any university resources or employee to be used by an external university, college, or other research entity to perform duties for the external academic or research entity;
2. any agreement that would permit or require any university employee to collaborate in any research or academic activity with another university, college, or other research entity;
3. any agreement that would permit or require any resources or employees of any external university, college, or research entity to be used by this university;
4. any agreement between this university and an external academic or research entity to cooperate in obtaining one or more grants or conducting research or academic activities in the future; or
5. any agreement involving academic or research activity that involves the payment of money by either this university or another academic or research entity to the other.

The chancellors for their universities and all units within them, and the president for units in statewide and for agreements at the university level, will determine the appropriate signatory authority for any agreement between any unit of the university and an external academic or research entity

All agreements with external academic or research entities will be reviewed by the university Office of the General Counsel prior to approval.

The Offices of the President or Chancellor, as appropriate, will retain original copies of all external agreements signed by themselves or representatives of their units, for a minimum of three years past the active duration of the agreement.