

**DeIACCESS Consortium and [Applicant Organization]
Memorandum of Understanding**

I. PURPOSE

The purpose of this memorandum of understanding (MOU), effective upon signature by both parties, is to document understanding of specific NTIA grant support offered by the DeIACCESS Consortium (hereinafter referred to as "DC"), a non-profit membership organization and the [Applicant Organization] (hereinafter referred to as "Applicant"), a [type of organization within the State of XXXXXXXXXXXX].

It is understood that DC and Applicant are entering into this MOU to:

- ✓ Confirm and execute specific tasks during Applicant's development of its NTIA BTOP grant proposal;
- ✓ Schedule delivery of the desired specific services in a cost effective and timely way;
- ✓ Ensure that there are no conflicts of interest between the projects desired by the Applicant and other Core Members of the DC.

This MOU is of mutual interest to both parties because:

- ◆ DC uses a research-technology-education operating model to deliver a range of services to public and private sector members.
- ◆ Applicant is pursuing projects that help to improve its regional economy by supporting small businesses and the creation of jobs consistent with the ARRA goals.
- ◆ Each party agrees they have strategic relationships that can be mutually beneficial to local, regional and the national economy.

By mutual agreement of both parties, further grant support services may be pursued. Such activity would be documented in a separate MOU.

II. PROJECTS, ROLES & RESPONSIBILITIES

Applicant agrees to

- Electronically transmit all proposal materials for which assessment is sought, no later than March 5, 2010. Materials are to be sent to btop@delaccess.org or uploaded into a secure and private project intranet dedicated to the applicant.

DC agrees to:

- Provide a prompt acknowledgement receipt of the Applicant's submission via e-mail within 1 hour.
- Provide a confidential review of your Round 2 BTOP application, including a 30-minute or 60-minute phone consultation to be asked questions and give feedback to the Applicant
- Deliver a 2-page Assessment Report & Recommendations at a mutually agreed time.
- Provide access to the DX-CEEDS complete 2004 TOP grant application.

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- Research, Strategy and Project Vision consultative assistance on the Project Purpose, Benefits and Viability section of your application.
- A dedicated Cisco-WebEx WebOffice Private & Secure Partnership Portal with up to 10 logins for individuals authorized by Applicant's Contact person in Section IV below

III. APPORTIONMENT OF COSTS:

- a. Applicant agrees to pay DC \$X, payable by credit card either electronically or by a faxed authorization form. Both are available at www.delaccess.org/payment ,
- b. It is understood that Applicant and DC may seek opportunities to collaborate on other projects that further their mutual goals, as stated in Section I. While there may be instances in which one party is positioned as lead partner and the other party is a support partner, project income allocation will be determined on a project by project, mutually agreed upon basis.
- c. It is understood that Applicant and DC will allocate resources of current staff and facilities to perform work in furtherance of collaboration activities on a mutually agreed upon basis.
- d. Subject to financial or other resource constraints, it is also understood that Applicant or DC may elect not to pursue any potential collaboration activity or project.

IV. CONTACTS:

The primary contacts of each party to this agreement are:

[Applicant Personal Contact Name]
[Title]
[Applicant]
[City, State Zip]
Phone: _____
E-mail: _____

Ty Austin, Director of Strategic Initiatives
DeIACCESS Consortium
1 Innovation Way – Suite 304E
Newark, DE 19711
Phone: (302) 302-355-3529
E-mail: ty@delaccess.org

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

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V. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION:

This understanding will become effective when signed by both parties. The agreement may be amended at any time by mutual consent of the parties. The parties will review this agreement ANNUALLY to determine whether it should be revised, renewed, or canceled. Either party may terminate this agreement by providing 30 days written notice to the other party. In the event this agreement is terminated, each party shall be solely responsible for any expenses it has incurred.

VI. CONFIDENTIAL INFORMATION.

Applicant and DC shall use their best efforts to maintain both during and after the period of this MOU, the confidentiality of any Confidential Information (as hereinafter defined) identified in writing as "Confidential Information". In general, "Confidential Information" means information, including, but not limited to, the following: (i) the existence of any relationship between Applicant and DC, including but not limited to the terms of this MOU and (ii) any information relating to research; processes; products; methods; systems and related documentation, techniques; concepts; layouts; flowcharts; specifications; know-how; any associated user or service manuals or other like textual materials (including any other data and materials used in performing Applicant's and DeIACCESS' duties); all computer inputs and outputs (regardless of the media on which stored or located); hardware and software configurations; designs; architecture; interfaces; plans; sketches; blueprints; and any other materials prepared by Applicant or DeIACCESS in the course of, relating to or arising out of this MOU.

VII. OTHER COMMENTS:

Nothing herein is intended to conflict with current APPLICANT or DC programs or initiatives. If the terms of this agreement are inconsistent with existing programs or initiatives of either of the parties entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. After the initial review and signing of this agreement, all necessary changes will be accomplished by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to their respective governing entities for appropriate resolution.

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Signature Page

[Applicant Personal Contact Name]
[Title]
[Applicant]
Address
City, State, Zip

Date

Helen R. Foster Date
President
DeIACCESS Consortium
1 Innovation Way – Suite 304E
Newark, DE 19711