MEMORANDUM OF UNDERSTANDING

between

Baylor University (BAYLOR)
On behalf of the Center for Astrophysics, Space Physics and Engineering Research (CASPER)
One Bear Place #97164
Waco, TX 76798-7164, United States
Represented by the management: Truett W. Hyde

Vice Provost for Research
Director, CASPER

Hereinafter referred to as BAYLOR

and

Virginia Polytechnic Institute and State University,
Through its Center for Space Science & Engineering
217-C Randolph Hall
Blacksburg, VA 24060

Represented by: Troy Henderson
Assistant Professor
Aerospace & Ocean Engineering

Hereinafter referred to as Virginia Tech

1. Subject of Cooperation

(1) The purpose of this Memorandum of Understanding (MOU) is to develop academic exchange and cooperation in teaching and research in the furtherance of the advancement and dissemination of learning. BAYLOR and Virginia Tech hereby agree to implement within the framework of the regulations applying in each of the institutions and subject to availability of resources, the following general activities:

- Exchange and visits of existing staff,
- Joint research activities and projects,
- Participation in and organization of seminars and academic meetings,
- Exchange of academic materials and other information,
- Exchange of research students and young scientists.

(2) Object of research. The purpose of the collaboration between BAYLOR, on behalf of CASPER, and Virginia Tech is to provide avenues of assistance and exchange of ideas
regarding the planning, design, developments, manufacture, and data analysis/reduction associated with various academic disciplines and research efforts having a common basis of interest for Baylor and Virginia Tech.

2. Duration

The MOU shall apply initially for a period of two (2) years from the date of the last signature and may be extended by mutual written agreement signed by both parties.

3. Contact Information

(1) Virginia Tech contact individuals: Troy Henderson
               Assistant Professor
               Virginia Tech
               217-C Randolph Engineering Hall
               Blacksburg, VA 24060

(2) Baylor contact individuals: Truell W. Hyde
               Vice Provost for Research and Director, CASPER
               Baylor University
               One Bear Place #97164
               Waco, TX 76798-7164

4. Financing

Any costs incurred under this MOU will be paid by the institution incurring such costs. Any agreement between Baylor and Virginia Tech to alter this arrangement for the payment of costs shall be in writing and signed by both parties.

The specifics of any cooperative projects or programs shall be set forth in a separate addendum to this MOU and shall detail the scope of the project, responsibilities of, and benefits to, the parties, budgets, and funding mechanisms for the project. Any work projects or activities that involve the expenditure of funds are subject to the availability of appropriated funds and subject to separate institutional authorization. This MOU does not provide that authority.

5. Visits and Exchanges of Staff and Students

(1) The institutions intend to organize meetings at regular intervals. The meetings provide a basis to share information on the various forms of co-operation executed under this MOU and to implement measures to promote research activities.
(2) The institutions acknowledge that all visits and exchanges of staff and the admission of students will be subject to compliance with BAYLOR and Virginia Tech requirements in respect of staff and students’ visits and exchanges. In either case, those visits and exchanges will never imply a change of legal relation or the obtainment of new rights to the visitor in relation to the other part.

6. Confidentiality

(1) BAYLOR and Virginia Tech are obliged to treat all information passed on them, in the framework of this co-operation, as confidential, including information which is clearly labeled confidential or which is of a confidential nature, unless the information is or would become freely accessible without violating this co-operation or the institutions have waived the requirement to keep the information confidential.

This does not include information which is:
- already known or independently developed by the receiving party,
- legally received from a third party free of restrictions,
- disclosed to a third party free of restrictions,
- in public domain due to legal requirements provided that the receiving party gives prompt notice of any legal requirement prior to disclosure.

(2) Each institution shall oblige its collaborators having access to confidential information to treat such information as confidential. This obligation shall continue to apply if the contractual obligation of the institution to the collaborators in concern has ceased to exist for any reason.

(3) On completion of this co-operation, the obligation to keep data confidential shall continue to apply for three (3) years provided that no other differently worded agreements have been concluded. Such agreements are required in writing and shall be added to this MOU.

7. Publication

Each party has the right to publish or otherwise publicly disclose information created in the course of this MOU. In order to avoid loss of patent rights and/or to prevent releasing confidential information of the other party, the party publishing outcomes of this MOU will submit any prepublication materials to the other party for review and comment at least thirty (30) days prior to planned submission for publication. The reviewing party shall notify the publishing party within fourteen (14) days of receipt of such materials whether it desires to remove any of its information defined under Section 6 or to file patent applications on any inventions contained in the materials.
8. Intellectual Property

Title to all inventions and discoveries made solely by Virginia Tech inventors resulting from the MOU shall reside in Virginia Tech; title to all inventions and discoveries made solely by Baylor inventors resulting from the MOU shall reside in Baylor; title to all inventions and discoveries made jointly by Virginia Tech and Baylor inventors resulting from the MOU shall reside jointly in Virginia Tech and Baylor. The parties agree that if any inventions and discoveries are created under this MOU, they will disclose such to the other party promptly and enter into a separately negotiated agreement, if applicable, to manage such invention and discovery.

9. Entire Agreement

Nothing in this MOU shall obligate either party to commit resources or undertake any joint projects. It is meant to describe the nature and to suggest the guidelines of the cooperation described above. Nothing therefore shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out the agreement.

IN WITNESS THEREOF, the duly authorized officers of Baylor University and Virginia Tech hereto have signed this MOU.

Baylor University

Elizabeth Davis, Executive V.P. & Provost

1-30-11

Date

Virginia Tech

Charles W. Steger, President

2/24/11

Date

Attest:

Marsha J. Duckworth, Assistant Secretary

1-30-11

Date

Chris Hall, Department Head
Department of Aerospace and Ocean Engineering

2/15/11

Date