

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____ (month), ____ (year), by and between Arkansas Tech University (hereinafter “University”) and Arkansas Tech University faculty member _____.

The purpose of this MOU is to set forth the rights and obligations of each of the parties with regard to external employment of the faculty member and use of Arkansas Tech University resources, pursuant to the following terms and conditions:

1. CONSIDERATION. Consideration for this Agreement shall consist of the observation of the mutual promises contained herein.

2. TERM AND TERMINATION

A. This MOU becomes effective on the date which both the University and the faculty member have signed it, and shall terminate on June 30, _____. The MOU may be renewed on an annual basis thereafter upon mutual agreement of the parties. In the event the MOU is not renewed on an annual basis, it will run month-to-month until renewed or terminated.

B. Notwithstanding any other terms or conditions hereunder, this MOU may be terminated without cause by either party by providing 30 days written notification to the other party.

3. GENERAL TERMS AND CONDITIONS

A. A description of the external employment and the University assets to be utilized are as follows:

B. The parties specifically agree that the faculty members’ use of Arkansas Tech University resources accrues to the mutual benefit of the University and the faculty member.

C. Reimbursement to the University for use of its resources shall be as follows:

4. RESPONSIBILITIES OF THE PARTIES

A. To follow all existing and future policies, procedures and rules established by Arkansas Tech University for employees and/or students;

B. To comply at all times with all rules and laws established by the State of Arkansas governing the use of State owned property;

C. To comply at all times with all federal, state and local laws, regulations, or ordinances that are applicable;

- D. Faculty member agrees to be solely responsible for obtaining all required permissions, licenses, or other authority for all items, services, goods, products, equipment, performance or activities that he or she performs or provides through the outside employment. Further, faculty member states that he or she has or will obtain all required and necessary rights, licenses, and authority for all items, services, goods, products, equipment, or activities performed or provided. Faculty member further agrees to fully indemnify and hold harmless the University from any and all claims, liabilities or judgments that arise or are made as a result of the faculty member's outside employment.
- E. Faculty member agrees that he or she will be solely responsible for any harm, damage or injury that is caused to any person by the external employment.
- F. Faculty member agrees that he or she will be solely responsible for any damage beyond normal wear and tear that the external employment causes or permits to occur to the real or personal property of the University and that he or she will fully reimburse the University for any repair or replacement costs incurred as a result of said damage(s).

5. SIGNATURES. In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

Faculty Member

Signature

Date

Printed Name

Arkansas Tech University

Vice President for Academic Affairs

Date