

Maryland Soybean Board

MEMORANDUM OF UNDERSTANDING
FOR FUNDING SOYBEAN RESEARCH

For: PROJECT TITLE

By: PI NAME

Amount: \$

Project Period: mm/dd/yyyy – mm/dd/-yyyy

I. PARTIES TO THE AGREEMENT

- A. The Maryland Soybean Board, (P.O. Box 319, Salisbury, Maryland 21803) hereafter called the "Board" and University of Maryland, hereafter called the "Cooperator" hereby agrees on the 27 day of March 2018 to enter into a research funding agreement subject to the conditions of this Memorandum of Understanding.
- B. The Cooperator acknowledges that the Maryland Soybean Board hereafter called the "Funding Entity", is providing the funds for supporting soybean research under the provisions set forth in the Soybean Promotion, Research and Consumer Information Act, approved November 28, 1990, Subtitle E of Title XIX of the Food, Agriculture, Conservation and Trade Act of 1990. The research program is administered by the Maryland Soybean Board.

II. RESEARCH PROPOSAL

- A. The Maryland Soybean Board and the Cooperator will have on file a copy of the research proposal which was approved for funding under this Memorandum of Understanding.
- B. The research proposal shall contain:
 - 1. Detailed statement of the research project's objectives.
 - 2. Methods of reaching or achieving those objectives.
 - 3. A yearly budget breakdown of the project's expenses.
 - 4. Benefits to soybean farmers.

III. FINANCIAL RESPONSIBILITY

- A. 1. The Board agrees to pay the funding approved to the financial official of the Cooperator as follows: 50% of the total approved funding upon receipt of a fully executed copy of this Memorandum of Understanding, 30% by August 1st upon receipt of an interim progress

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report, and the final 20% upon receipt of the year's final report.

- A. 2. Any modification of the Memorandum shall be valid only if evidenced by a written document signed by all parties to the Memorandum.
- B. Disbursement of said funds will be made by the financial official of the Cooperator only on the Cooperator warrant forms in accordance with the fiscal policies in force at the time the award.
- C. Fund transfers in excess of ten percent (10%) of any one general budget category (per annual period) cannot be made without a written request from the Principal Investigator and a written consent from the Board. However, the Board must be notified of any budget reallocations and all budget reallocations must be noted/accounted in the annual financial report.
- D. 1. No depreciable capital equipment shall be purchased with the funds provided by this Memorandum without prior approval of the Board.
 - 2. No institutional overhead will be paid with funds provided pursuant to this Memorandum.
 - 3. No salaries for principal investigators will be paid with funds provided pursuant to this Memorandum, unless approved as part of the project proposal.
 - 4. No funds advanced or paid by the Board to the Cooperator shall be used in any manner for the purposes of influencing governmental policy or action.
- E. Within a period set by the Board of each annual period, the institutional officer-in-charge will provide the Board with a written report on project resources.
- F. Unexpended funds may be transferred to the next annual period only upon written request to the Board from the Principal Investigator. Any balance of funds unexpended at the conclusion of the project, must be returned to the Board.
- G. The Cooperator shall maintain adequate records itemizing the receipt and expenditure of all funds contributed under this Memorandum and to make all such records available upon request to representatives of the Board, the United Soybean Board, or the Secretary of Agriculture (USDA), for inspection and/or audit during each annual period covered by the term of this memorandum and for a period of three years after termination. The Cooperator and all subcontractors subject to Section H below, shall receive

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reasonable notice of audits and such audits shall be conducted during normal business hours.

- H. The Cooperator shall include in all subcontracts hereunder a provision to the effect that designated representatives of the Board, shall have, during the period of each subcontract and for three years after termination thereof, access to and the right to examine any books, documents, papers, and records of such subcontractor, relevant to transactions under the subcontract. The term "subcontract" as used in this clause excludes (1) subcontracts not exceeding \$2,500.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

IV. TERMS AND CONDITIONS FOR CONDUCT OF PROJECT

- A. The Cooperator shall have complete direction of the approved project and other activities associated with the efficient conduct of the study. The proposed research shall be conducted under the direct supervision of the Principal Investigator who will be accountable to the Cooperator.
- B. In order to effectively conduct the proposed project, the Cooperator agrees to furnish such facilities and equipment as are required insofar as facilities of the Cooperator will permit.
- C. Reports
 - 1. It is agreed that the Board will be given a full report of the progress of the work by the Principal Investigator.

Failure to submit reports in a timely fashion pursuant to this section may result in a forfeiture by the Cooperator of possible future funding. For purposes of this Memorandum, the term "timely fashion" shall mean submission of the report no later than 30 days following the date the report is due. The Board shall not use any information, results, data, manuscripts, developments and the like resulting from this project conveyed to the parties by the Principal Investigator under this Memorandum unless the Principal Investigator approves such release.

- 2. The Board shall be provided a lay interpretation of the progress of the project which may be used in publicizing the research. This lay interpretation shall be suitable for public release by the Board. The interpretation report shall be transmitted with each semiannual report.

- D. Site Visit. A Board representative may conduct an on-site visit with the Principal Investigator, and other appropriate personnel, during the conduct

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of study within the "designated period". Mutually acceptable dates and times will be agreed upon before such visit.

- E. At the termination of the individual research project or upon the termination of this Memorandum pursuant to Part V, Section D, the Cooperator will provide the Board with a final report of the investigation. This report should be received by the Board.
- F. The Cooperator shall have the right to publish results of the investigation in any refereed publication or publications which require peer review prior to publication. Before publishing, however, the Principal Investigator will provide the Board with copies of all such manuscripts. The final decision concerning the content and journal of publication shall rest with the Cooperator. Prior to the results of the investigation being published by the Principal Investigator in a non-referreed publication (including abstracts) or a publication which does not require peer review, the Principal Investigator shall inform the Board of such publication of the investigation results.
- G. The Board may issue reports to its Directors and supporters on the progress of the project, but such reports shall not include any information deemed confidential by the Cooperator.
- H. If the Cooperator elects not to publish the results of the investigation within one year from its completion, then the Board may, with the consent of the Cooperator, publish them. The Cooperator shall be given an opportunity to review the manuscript, and it shall not be published until approved by the Cooperator shall not be unreasonably withheld.
- I. Publication by the Cooperator, and/or Board shall require the giving of proper credit to the other parties for the cooperative character of the investigation.
- J. No commercial brands or trade names shall appear in the publication of the results except as such brand or trade name is essential in description of the research, nor shall the name of Cooperator be used in any way for advertising purposes.

V. MISCELLANEOUS PROVISIONS

- A. The Cooperator agrees that during the performance of this Agreement, it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Cooperator agrees that it will fully comply during the term of this Agreement with any and all applicable Federal, State and local equal

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opportunity statutes, ordinances, and regulations, including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, and the Equal Pay Act of 1963. Nothing in this section shall require Cooperator to comply with or become liable under any statute, ordinance, regulation or rule that does not otherwise apply to Cooperator.

B. Copyrights, Patents and Licensing Agreements. The Cooperator and the Board agree that the allocation of all rights and interests relating to copyrights, patents and/or licensing agreements resulting from research conducted pursuant to this Memorandum shall be determined as provided in Exhibit I.

C. Independent Contractor. The Cooperator's relationship to the Board in the performance of this Memorandum is that of an Independent Contractor. The personnel performing the services under this Memorandum shall at all times be under the Cooperator's exclusive direction and control and shall be employees of the Cooperator and not employees of the Board.

D. Liability. University agrees, to the extent consistent with Maryland law and not inconsistent with the doctrine of sovereign immunity, to be responsible for any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description, or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of in whole or in part the acts or omissions of any of the officers, employees or agents of the University.

E. Termination

1. The Board reserves the right to terminate its financial support of the research covered by the Research Cooperative Agreement upon death, incapacitation (more than 60 days), nonparticipation, or permanent change in institutional affiliation of the Principal Investigator. Sabbatical leave by the Principal Investigator shall not be cause for termination, provided, that the research project is conducted under the direct supervision of the Principal Investigator during such leave period.

In addition, failure on the part of the Cooperator or its Principal Investigator to comply with the terms of this Memorandum, and/or unsatisfactory performance by Cooperator in performing the project plan described in the Research Cooperative Agreement shall constitute a failure of performance entitling the Board to terminate the Research Cooperative Agreement. Notice of such termination must be sent by

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certified mail from the Board to Cooperator not less than 30 days prior to the effective termination date.

NOTE: Research Cooperative Agreement is the research proposal which was submitted for funding.

2. The Board may terminate this Memorandum by providing ninety (90) days' notice of its intention to terminate this Memorandum should either of the following conditions precedent to the funding commitment not occur:

1. The Board does not authorize funding for the research project in its subsequent budget to be approved by the United States Department of Agriculture, or;
2. The United States Secretary of Agriculture does not approve the Board's budget containing authority to fund the project subject to the Memorandum.

Should the Board terminate the Memorandum, the Board will continue to provide funding during the termination notice period from the date of written notice to the termination date, at the level of funding which Cooperator would have received during the termination notice period had the Memorandum not been terminated.

The rights, duties and responsibilities of Cooperator shall continue in full force and effect during the period of notice, including the carrying to completion of projects and providing reports as required pursuant to this Memorandum.

3. The Cooperator may terminate the Research Cooperative Agreement if circumstance arise which would prevent Cooperator or the Principal Investigator from carrying out its responsibilities covered under this Memorandum. Notice of such termination must be sent by Cooperator to the Board no less than 30 days prior to the effective date of termination.

4. In the event of the termination of the individual research projects, the parties shall agree to a final settlement regarding costs incurred during the conduct of this research project. Settlement costs shall include previously unreimbursed expenses plus such contractual commitments made on behalf of the project made prior to the receipt of the notice of termination. Cooperator agrees not to incur additional liability following receipt of the termination notice without written approval by the Board.

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5. The Board shall be entitled, upon termination, to all information developed and explanation as to the progress of work completed prior to termination which relates to research conducted pursuant to this Memorandum.

APPROVED BY:
The Cooperator



Other University Person as required

Principal Investigator

Mar 28, 2018

Date

Mar 28, 2018

Date

MARYLAND SOYBEAN BOARD

R. Travis Hutchison

R. Travis Hutchison (Mar 28, 2018)

Chairman of the Board

Mar 28, 2018

Date



Danny Saathoff (Mar 29, 2018)

Treasurer

Mar 29, 2018

Date

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MEMORANDUM OF UNDERSTANDING for Funding Soybean Research

EXHIBIT I

Copyrights, Patents and Licensing Agreements

1. The parties agree that information, processes or inventions (hereafter "discoveries") which could be protected by patents or copyrights may be developed as a result of the research or investigations which are conducted pursuant to this Agreement.

2. The parties also agree that no information shall be released to the public by any party in verbal or written form before the issue of protection of potential patentable information, processes or inventions or information subject to copyright is properly disposed of to the satisfaction of the parties.

3. Ownership of any patents or copyrights resulting from discoveries developed as a result of research or investigations funded by the Funding Entity shall become the property of the Cooperator subject to the following conditions:

(a) The Funding Entity shall have a nonexclusive, irrevocable paid-up license to practice or use or sublicense the discoveries, provided, that Funding Entity may assign the necessary interests retained by Funding Entity pursuant to this paragraph to Cooperator should Funding Entity and Cooperator agree that it would be in the best interest of each party to issue a license or other proprietary right on an exclusive basis. Funding Entity and Cooperator shall negotiate the Funding Entity's royalty share in return for Funding Entity's agreement to assign their right to a non-exclusive license. Any such assignment shall be subject to paragraph 3 (e) (i) and (ii) herein.

(b) The Principal Investigator and Cooperator will disclose to the Funding Entity each subject discovery within six months of its identification by the Investigator and Cooperator. The disclosure shall be in the form of a written report and shall provide a clear understanding of the nature, purpose, operation and characteristics of understanding of the nature, purpose, operation and characteristics of the discovery. The disclosure shall also identify any publication, or sale or public use of the discovery and whether a manuscript describing the discovery has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Funding Entity the Cooperator will promptly notify the Funding Entity of the acceptance of any manuscript describing the discovery for publication, or any sale or public use planned by the Cooperator.

(c) The Cooperator will elect in writing whether or not to retain title to any such discovery by notifying the Funding Entity within twelve months of its identification; provided that in any case where publication, or sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Funding Entity to a date that is no more than 60 days prior to the end of the statutory period.

(d) If the Cooperator elects to retain title, Cooperator will file their initial patent application on elected discoveries within two years after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, or sale, or public use.

(e) The Cooperator will convey to the Funding Entity and, if applicable, other funding agencies, upon written request, title to any subject discovery:

(i) if the Cooperator fails to disclose or fails to elect the subject discovery within the time specified in paragraphs b and c above, or fails to file their initial patent application within 60 days prior to the statutory period specific in paragraph d, above; or

(ii) if the Cooperator elects not to retain title.