

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made the 26 day of March 2018.

BETWEEN

THE UNIVERSITY OF HOUSTON, a public institution of higher education of the State of Texas (the "University")

AND

Fort Bend County, a body corporate and politic under the laws of the State of Texas, by and through **Fort Bend County Behavioral Health Services**, 401 Jackson Street, Richmond, TX 77469 ("County")

RECITALS

- A. County's mission is to increase awareness and services to address the complex needs of persons with behavioral health disorders involved in the legal system in Fort Bend County or at risk of involvement. Their vision is to collaboratively work with the courts, criminal justice, and other Fort Bend County departments to develop needed services to support at risk individuals with behavioral health disorders.
- B. The mission of the University is to offer nationally competitive and internationally recognized opportunities for learning, discovery, and engagement to a diverse population of students in a real-world setting. The University offers a full range of degree programs at the baccalaureate, master's, doctoral, and professional levels and pursues a broad agenda of research and creative activities. As a knowledge resource to the public, the University builds partnerships with other educational institutions, community organizations, government agencies, and the private sector to serve the region and impact the world.
- C. The parties are interested in exploring the possibility of establishing a cooperative relationship, including the carrying out of Projects relevant to their respective capabilities.
- D. Whilst the University and County have acknowledged that this MOU is not intended to set out contractual terms governing the conduct of any Project, it is expected to result in:
 - the establishment of a working relationship between the parties which is targeted to the parties' specific needs; and
 - the establishment of Projects of interest to both parties.

For the purposes of this MOU, "Project" shall mean a collaboration relating to research or business management from the behavioral health field.

1. SCOPE OF THE PROJECT

- 1.1 The parties will co-operate to:
 - (a) identify Projects of interest to the parties;
 - (b) facilitate the development of proposals for Projects between the two organizations including exploring possibilities for grants and other forms of funding;
 - (c) determine the terms and conditions of the agreements under which each Project will be conducted and the intellectual property arising from the Project will be owned ("Collaboration Agreements");
 - (d) establish those Projects; and
 - (e) conduct an annual review of current and future Projects approximately one (1) week prior to the anniversary of the execution of this MOU.
- 1.2 The parties understand and acknowledge that this MOU will provide the foundation for more

comprehensive agreements concerning the details of the Projects and this MOU does not commit the parties regarding the Projects.

- 1.3 Subject to the terms of any Collaboration Agreement agreed to, each party will have the right, in any field related to the Project or otherwise, to:

- (a) conduct business or research independently, whether or not with third parties;
- (b) continue existing commitments, or make new ones; and
- (c) exploit or otherwise take advantage of its intellectual property.

2. COLLABORATION AGREEMENT

- 2.1 The parties confirm their intention to negotiate and settle the terms of a Collaboration Agreement in respect of which each Project will take place.

- 2.2 Each Collaboration Agreement will include provisions dealing with, amongst other things:

- (a) the provision of a Project plan pursuant to which the Project will be carried out which will include information pertaining to technical objectives, statement of work, deliverables, schedule, decision gates, resource requirements and costs;
- (b) the funding arrangements for the Project;
- (c) the provision for the parties to hold periodic Project review meetings to assess the management and the progress of the Project and the status of any expenditure;
- (d) provisions dealing with intellectual property, including ownership; and
- (e) relevant commercial arrangements between the University and County.

- 2.3 The parties acknowledge that for any agreement to be binding on them, it must be in writing and signed by a duly authorized representative of each of the University and County.

3. REPRESENTATIVE

- 3.1 For the term of this MOU, each party may appoint one of its employees to act as its representative in relation to this MOU (each such employee being a "Representative").

- 3.2 The Representative of an appointing party will be responsible for:

- (a) managing, overseeing or co-ordinating that party's relationship with the other party;
- (b) identifying any commercial issues that arise between the parties and referring those issues to the appropriate person within the Representative's organization;
- (c) discussing issues arising out of this MOU or a Collaboration Agreement with the Representative of the other party; and
- (d) co-ordinating the exchange of information between the parties.

- 3.3 The initial Representatives that have been chosen by the parties are:

- (a) for the University:

Dr. Robin Gearing
3511 Cullen Blvd. Room 301, Houston, TX 77204
E-mail: rgearing@central.uh.edu

- (b) for County:

Dr. M. Connie Almeida
301 Jackson Street, Ste. 520, Richmond, TX 77469
E-mail: Connie.Almeida@fortbendcountytx.gov

4. CONFIDENTIALITY

- 4.1 The parties agree that they shall enter into a separate confidentiality agreement with respect to any confidential or proprietary information.

5. TERMINATION

- 5.1 The term of this MOU is a period of one (1) year from the date of execution. The MOU will be automatically renewed for a further period of one (1) year unless one party notifies the other party in writing that they do not wish to renew the MOU at the completion of the annual review of current and future Projects.
- 5.2 Either party may terminate this MOU upon one (1) month written notice to the other.
- 5.3 A Collaboration Agreement made pursuant to clause 2 of this MOU may survive termination or expiration of this MOU, subject to its terms.

6. GENERAL

- 6.1 The University and County acknowledge that each of them is free to undertake behavioral health projects on their own or in conjunction with third persons, and that the parties will co-operate only in circumstances where each of them agrees cooperation is for their benefit and each is satisfied that the specific provisions covering that cooperation are appropriate.
- 6.2 This MOU is not binding and the parties do not intend that it or any part of it be binding. It serves only as a record of the parties' separate intentions pending possible execution of a Collaboration Agreement as contemplated by clause 2.
- 6.3 Nothing in this MOU will oblige a party to or will constitute a representation by either party that it will enter into a Collaboration Agreement with the other party or will conduct any Project.
- 6.4 Nothing contained in this MOU will be deemed or construed as creating the relationship of principal and agent, employer and employee, or of partnership or of joint venture between the parties. Neither party will represent itself to be an agent or representative of the other party hereto.
- 6.5 Failure of a party to enforce a right under this MOU will not act as a waiver of right or the ability to later assert that right relative to the particular situation involved. If any part of this MOU is for any reason found to be unenforceable, all other parts nevertheless will remain enforceable.
- 6.6 This MOU may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.
- 6.7 This MOU is governed by and will be interpreted in accordance with the laws of the State of Texas (exclusive of its choice of law provisions). Any legal proceedings arising out of this MOU must be brought in a state court in Fort Bend County, Texas.
- 6.8 The parties understand that any Projects must support the mission of the University of Houston System and the mission of the University and the County; that neither party may use the name and official seal of the other party or any of its components without the written consent of the other party without written consent; that the Projects are subject to all policies and procedures of the Board of Regents and system administration for the University and all policies and procedures of the County, and must submit to reporting and auditing requirements as established by the system administration, including consultation with an attorney from the Office of General Counsel and any reporting and auditing requirements of the County.
- 6.9 This MOU contains the entire agreement between the parties regarding the subject matter hereof and supersedes any and all other agreements, understandings, negotiations or representations, whether oral or written, between the parties. No amendment or assignment of this MOU will be effective unless it is in writing that is signed by all the parties hereto.

[Signatures on following page]

IN WITNESS THEREOF, each of the parties hereto has caused this MOU to be executed by its duly authorized representatives as of the date and year above written.

UNIVERSITY OF HOUSTON

By: [Signature]
Name: **Beverly Rymer**
Title: **Executive Director**
Office of Contracts and Grants

COUNTY

By: [Signature]
Name: **Robert Herbert**
Title: **County Judge**
April 3, 2018



ATTEST

By: [Signature]
Name: **Laura Richard**
Title: **County Clerk**

REVIEWED BY

By: [Signature]
Name: **Connie Almeida, Ph.D.**
Title: **Director Behavioral Health Services**

Co-PI: **Dr. Robin Gearing**
Associate Professor
Graduate College of Social Work

Signature: [Signature]

Co-PI: **Dr. Jamison V. Kovach,**
Associate Professor
College of Technology

Signature: Jamison V. Kovach

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Reviewed and Approved by Contract Officer