

Example of a Letter of Agreement

LETTER OF AGREEMENT BETWEEN PURDUE UNIVERSITY AND

This Agreement is made between the _____ (hereafter referred to as "Organization"), and Purdue University (hereafter referred to as "University"), West Lafayette, Indiana.

PROGRAM PURPOSE

Purdue University and the _____ wish to create a mutually beneficial partnership that will strengthen mission of the University, the business plans of the Organization and the economy of the State of Indiana.

PROGRAM PERIOD

This program Period extends from _____ to _____

RESPONSIBILITIES

Purdue University

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USE OF UNIVERSITY NAME

The Organization will not use the name of the University, nor of any member of University's program staff , in any publicity, advertising. or news release without the prior written approval of an authorized representative of the University. The University will not use the name of Organization, or any employee of the Organization, in any publicity, advertising, or news release without the prior written approval of the Organization.

INSURANCE

Each party hereby assumes any and all risks of personal injury to its personnel and of property damage that occurs on its premises. As evidence of insurance coverage, Organization will provide a certificate of insurance to the University at the start of the program.

TERMINATION

The University or Organization may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice when it is determined that termination is in either party's best interest.

RENEWAL

It is understood that the University and Organization may renew this Agreement at the termination date, subject to approval and written agreement of the parties.

ASSIGNMENTS

Either party without the prior written consent of the other party hereto shall not assign this Agreement.

EQUIPMENT/INSTRUCTIONAL MATERIALS

Equipment provided by the University remains the property of the University. All instructional materials developed by or provided by the University- remains the sole and exclusive property of the University.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

RELATIONSHIP OF THE PARTIES

The parties agree that in the performance of this contract. the parties are acting as independent contractors and not as agents, an employee, partners, joint ventures or associates of one another. Neither party is authorized to act on behalf of the other for any purpose.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:

The parties hereto agree that in their performance under this memorandum all information or intellectual property marked or characterized as confidential or proprietary to the University or the Organization or I heir client companies will be managed pursuant to a standard of care normally given to sensitive or confidential information. When further warranted or requested by either of the parties hereto, acceptable forms of Non-Disclosure Agreement will be executed as further evidence of the mutual commitment.

NOTICES

A. Purdue University

Purdue University

Phone: ()
Fax: ()
E-mail: @

B.

Phone:
Fax:
E-mail:

GENERAL

This instrument contains the entire agreement between the parties with respect to the subject matter hereof, and any representation, promise or condition in connection therewith not incorporated herein shall not be binding on either party. If any term of this Agreement is held invalid or unenforceable, such term shall be considered omitted from this Agreement and shall not affect the validity or enforceability of the rest of this Agreement. No modification of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties.

IN WITNESS THEREOF, the parties have executed this agreement as of the day and year last written below.

PURDUE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

By: _____

Sponsored program Services

Date: _____