MEMORANDUM OF AGREEMENT
between
The University of North Dakota
and
Lake Region State College

This Memorandum of Agreement is by and between the University of North Dakota (UND) having its principal place of business location at 264 Centennial Drive, Grand Forks, ND 58202 and Lake Region State College (LRSC), 1801 College Drive N, Devils Lake, ND 58301, whereby LRSC will become affiliated with UND’s Center for Unmanned Aircraft System Research, Education and Training (UAS Center).

WHEREAS, UND serves the state of North Dakota, the region, the country, and the world community through its teaching, research, service, and creative activities. With other colleges and universities, UND shares a distinctive responsibility for the discovery, development, preservation, and dissemination of knowledge. Through its sponsorship and encouragement of basic and applied research, scholarship, and creative endeavor, UND contributes to the public well-being, including through efforts directed at economic development, and

WHEREAS, UND maintains a core mission in liberal arts, business, education, law, medicine, and engineering, and has also developed specialized missions in aerospace, nursing, fine arts, energy, human resources, and international studies. The John D. Odegard School of Aerospace Sciences offers the first Bachelor of Science degree in UAS operations, training both pilots and sensor operators. UND provides a wide range of challenging academic programs for undergraduate, professional and graduate students through the doctoral level. UND encourages students to make informed choices, to communicate effectively, to be intellectually curious and creative, and to commit themselves to lifelong learning and the service of others. In addition to its instructional and research programs, UND separately and cooperatively provides extensive public service programs throughout the state and region, and

WHEREAS, LRSC maintains a core mission in liberal arts transfer, career and technical education, workforce training, and life-long learning, LRSC has also developed specialized missions in Peace Officer Training, Simulator Maintenance, Wind Energy, and Precision Agriculture. LRSC serves the state of North Dakota, the region, the country through its delivery of specialized, technical training programs designed to meet workforce needs.

WHEREAS, researchers teaming in the UAS Center include representatives of UND’s John D. Odegard School of Aerospace Sciences, School of Engineering and Mines, and
the Northern Plains Center for Behavioral Research (Nursing and Psychology). The UAS Center provides a vehicle for convenient collaboration with Grand Forks AFB and the Fargo Air National Guard, each designated UAS bases. The UAS Center maintains a presence as a tenant at Grand Forks AFB where it owns and operates an advanced Predator simulator. The UAS Center has collaborated in research and development with numerous private sector partners including Lockheed Martin, Raytheon, General Atomics, Goodrich, Crew Training International (for MQ-9 courseware for use by USAF) and the Mayo Clinic for a Flight Medicine Residency incorporating UAS training, and

WHEREAS, a collaboration of UND and LRSC in the emerging field of unmanned aircraft systems, through LRSC’s affiliation with the UAS Center, will bring great benefit to both institutions, the State of North Dakota and to the region. Each institution brings complementary areas of excellence to the partnership.

NOW, THEREFORE the parties hereby agree as follows:

1. The parties agree that LRSC shall be entitled to all of the rights, benefits, and privileges associated with affiliation in the UAS Center.

2. LRSC and UND shall each bear their own costs associated with this Agreement and no payment is required by either LRSC or UND to the other party. All cooperative arrangements and joint activities involving any financial arrangements shall require a separate written agreement signed by both parties.

3. The parties agree that no property is acquired, and no rights in each other’s existing or future intellectual property conveyed, as a result of this MOA. Furthermore, neither party may use the other’s name, logos, trademarks, or other identifying indicia without the express written permission of the other, provided that LRSC may without separate permission be identified as an “Affiliate” of the UAS Center so long as this MOA remains in force. Any publicity given to the program, publications, or services provided resulting from this MOA, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the other party or its employees individually or jointly with others, or any subcontractors shall not be released prior to receiving the approval of the other party’s authorized representative.

4. The parties agree that nothing in this MOA in any way restricts either of the parties, or their respective foundations or other affiliated entities, from pursuing independent research (by directed funding or competitive award), or commercial ventures or contracts. Moreover, nothing in this MOA shall be construed as a warranty by or on the part of either party or the UAS Center as to the availability or feasibility of any specific research, development, educational, or commercialization activities or opportunities, or as to the continuation of any institutional program, offering, or curriculum, including the UAS Center itself. The conduct of any joint activities, the conditions for utilizing the results achieved, and arrangements for other forms of cooperation will be negotiated for each specific case. For any research exchange, each
party shall conduct all matters in accordance with applicable laws and requirements. All arrangements regardless of whether or not there is an exchange of funds will require a separate written agreement signed by both parties.

5. Any and all modifications or amendments to this MOA shall be made in writing and shall be signed by the authorized representatives of each party before becoming effective. Neither party shall assign nor transfer any rights or obligations under this MOA without the prior written consent of the other party.

6. The agreement as set forth in this MOA is the entire agreement between UND and LRSC, and does not obligate either of these parties to enter into any further agreement, or to further terms, modifications or amendments to this MOA.

7. This agreement, and LRSC’s affiliation with the UAS Center, may be terminated by either party upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination.

8. Each party shall be responsible for its own acts and omissions and the results thereof. The tort liability of the parties shall be determined solely in accordance with Chapter 32-12.2 of the North Dakota Century Code, and shall be subject to the conditions and limitations set forth therein.

9. The parties are independent entities under this MOA and neither party is authorized or permitted to act as an agent or employee of the other. Nothing in this MOA shall in any way alter the freedom enjoyed by either institution, nor shall it in any way alter the control of the management, assets, and affairs of the respective institutions.

10. It is understood that UND and LRSC subscribe to the policy of equal opportunity and non-discrimination and to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. Each party agrees to adhere to this policy in implementing this Agreement.

This Agreement is effective on May 3, 2013 or when fully executed, whichever occurs later, and shall remain in effect until May 3, 2018, unless otherwise amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.
APPROVED:

University of North Dakota

By: [Signature]

Dr. Robert O. Kelley
President,
University of North Dakota

Date: 5/3/13

Lake Region State College

By: [Signature]

Dr. Doug Darling
President
Lake Region State College

Date: 5/3/13