

**Memorandum of Intent
between
the U.S. National Science Foundation
and
[Partner Name]**

Section 1- Intent of the Parties and Scope

The U.S. National Science Foundation (NSF) and [Partner Name], enter into this Memorandum of Intent (MOI) to express their shared interest in promoting the progress of science, advancing national health, prosperity, and welfare, and securing the national defense by supporting research, education, and innovation across all fields of science and engineering. For the purposes of this MOI, each organization may be individually referred to as a "Party" and collectively referred to as the "Parties."

This MOI outlines broad areas of collaboration and provides general guidelines for interaction. It is not intended to cover all areas of mutual interest. Potential areas for coordination may include, but are not limited to:

- Specific projects or programs
- Research facilities or infrastructure
- Data-sharing or information-exchange activities

Any specific joint activities shall be detailed separately in written Partnership Management Plans or other written arrangements.

Section 2- Authorities

NSF is acting pursuant to the National Science Foundation Act of 1950, as amended, 42 U.S.C. § 1861 *et seq.*

[Partner Name] is acting pursuant to [enter citation here; could be organization's bylaws or mission statement].

These authorizations for the Parties, together with the internal policies and procedures of each, define the authority of the Parties to enter into this MOI and perform the activities described herein.

Section 3- Cooperative Activities

The following activities represent examples of how the Parties may cooperate under this MOI. This list is not exhaustive, and other forms of cooperation may be pursued as mutually agreed upon:

- Holding joint conferences, workshops, or other events, whether virtual or in person

- Developing and issuing joint or coordinated funding opportunities, including those in which one or both Parties allocate funds to a defined research, innovation, or educational activity
- Facilitating staff interactions and exchanges to promote shared learning and strengthened communication
- Sharing of best practices and operational insights including innovative approaches in soliciting, selecting, and funding research and innovation
- Aligning and coordinating cooperative projects that complement major investments, including those at large research facilities

Examples of current areas of cooperation or future areas of potential cooperation include:

- [focus area1]
- [focus area2]
- [focus area3]

Section 4- Confidentiality

While coordinating their activities under this MOI, the Parties may exchange non-public information, generated by themselves or others, including proposal information, which is protected by the Privacy Act of 1974. All [partner name] personnel with access to Privacy Act-protected and other non-public NSF information will be held to the same requirements and Conflicts-of-Interest standards as NSF staff and proposal reviewers (e.g., they are expected to sign [Form 1230P](#), and both Parties will retain copies of these signed forms). Both Parties are responsible for ensuring that their personnel comply with these requirements.

Confidential proprietary and/or other nonpublic information may be disclosed under this MOI only in accordance with management plan(s) or other appropriate confidentiality agreements and with applicable NSF and [partner name] policies and procedures, or to the extent such disclosure is required by law, with (if feasible, prior) notice to the Party or Parties that provided the information. Information provided by either Party may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552) or other applicable laws.

Each Party retains ownership of any original data that it contributes. If research materials or public-facing outputs are co-developed by the Parties, both Parties may use, reference, and distribute those materials, subject to any attribution and public messaging terms agreed upon by the Parties.

Section 5- Research Security Considerations

[Non-US Government arrangements including philanthropy, industry, etc]

The Parties intend to promote the integrity and security of public-private research partnerships. In doing so, the Parties seek to advance transparency, accountability, and the protection of research environments against inappropriate influence or misuse. The Parties acknowledge the importance of ensuring their respective research security practices do not

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target, stigmatize, or discriminate against individuals on the basis of race, ethnicity, or national origin.

[US Government arrangements]

The Parties intend to promote the integrity and security of interagency research collaboration consistent with their respective policies and frameworks. In doing so, the Parties seek to advance transparency, accountability, and the protection of research environments against inappropriate influence or misuse. The Parties intend to foster open and mutually beneficial scientific cooperation while taking responsible steps to manage research security risks. The Parties acknowledge the importance of ensuring their respective research security practices do not target, stigmatize, or discriminate against individuals on the basis of race, ethnicity, or national origin.

Section 6- Resolution of Disagreements

If a disagreement arises under this MOI that cannot be resolved through consultations between the Designated Representatives, each Party will document the area(s) of disagreement in writing and provide it to the other Party. The issue will then be elevated to the Assistant Director or equivalent level from each Party for consideration and resolution.

Section 7- Duration and Modification

This MOI remains in effect for [number of years] years from the date of the last signature to this MOI. This MOI may be terminated with 90 days' advance written notice by either Party, or sooner by mutual consent, and may be modified at any time through mutual written agreement. Termination of this MOI shall not affect either Party's responsibilities with respect to previously shared data, any agreed attribution terms, or any written commitments made prior to termination.

Section 8- Effect of MOI

This MOI does not limit either Party from pursuing similar activities or entering into similar agreements with other organizations. It is for internal use only, is not legally enforceable, and does not create any legal obligations for either Party.

This MOI does not authorize or obligate either Party to commit funds, exchange resources, or provide services. It should not be interpreted as requiring either Party to transfer or receive anything of value, and it is neither a fiscal nor a funds obligation document. Any activities contemplated under this MOI are subject to the availability of funds.

Section 9- Designated Representatives

This MOI supports coordination between both organizations at multiple levels. The points of contact listed below serve as the primary representatives for operational and administrative

matters. The Parties acknowledge that communication and collaboration may also involve additional appropriate personnel as activities under this MOI evolve.

For NSF: name, title, directorate / office. Email: xxx@nsf.gov. Phone: 703-292-xxxx.

- For NSF (alternate): Strategic Partnerships Hub. Email: partnerships@nsf.gov.

For [partner name]: name, title, organization. Email: xxx. Phone: xxxx

SIGNED:

For the U.S. National Science Foundation

For [Partner organization's name]

Date: [Date]

[Name]

Assistant Director for [Directorate name]

Date: [Date]

[Name]

[Title]

[Sub-Organization / Office]

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