**Memorandum of Understanding**

This Memorandum of Understanding ("Memorandum") is made on February 21, by and between Center for Epidemiological Research for Individuals with Intellectual and Developmental Disabilities, of 1152 Goodale Boulevard, Columbus, Ohio 43212 ("CERIIDD") and American Network of Community Options and Resources, of 1101 King Street, Suite 380, Alexandria, Virginia 22314 ("ANCOR") for the purpose of achieving the various aims and objectives relating to the collaboration in epidemiological research for individuals with intellectual and developmental disabilities ("Project").

WHEREAS CERIIDD and ANCOR (“Parties”) desire to enter into an agreement in which CERIIDD and ANCOR will work together on the Project;

AND WHEREAS CERIIDD and ANCOR are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the Partners agree are necessary to work together on the Project;

NOW, THEREFORE, in consideration of the mutual promises and covenants expressed herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**Purpose**

The purpose of this Memorandum is to provide the framework regarding the collaboration in epidemiological research for individuals with intellectual and developmental disabilities between CERIIDD and ANCOR.

**Obligations of the Partners**

The Parties agree to work together in the true spirit of collaboration to ensure that there is a united, visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

**Cooperation**

The activities and services for the Project shall include, but not limited to:

a. Services to be rendered by CERIIDD include:

  1. Epidemiological analytics and research

  2. Present on epidemiological topics at ANCOR conferences

  3. Co-Sponsor webinars and other educational events with ANCOR

4. Complete three data briefs on subjects requested by ANCOR and approved by CERIIDD. ANCOR will own the intellectual property of these briefs, specifically including any data newly gathered by CERIIDD for the purposes of the briefs. Ownership of the intellectual property preserves for ANCOR the prerogative to determine the manner in which, or whether the reports/results are published.

b. In cases where there is no conflict of interest, or undue financial or resource burden, services to be rendered by ANCOR include:

  1. Partnership with CERIIDD as a major initiative

  2. Connecting CERIIDD with potential funding and research partners

  3. Providing CERIIDD periodic access to office space at ANCOR office when space is available

  4. Providing support when CERIIDD completes grant application

5. Providing one ANCOR representative, approved by the CERIIDD board, to serve on the CERIIDD board

**Resources**

The Parties will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions for the Project within 30 days of execution of this Memorandum.

a. CERIIDD agrees to provide the following financial, material and labor resources in respect of the Project:

  1. $263,090 for first year of CERIIDD operations

b. ANCOR hereby agrees to provide the following financial, material and labor resources in respect of the Project:

  1. Contribution of $50,000 for three data briefs, as described above.

**Communication Strategy**

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

**Relationship of Parties: Indemnity**

The relationship of the Parties is that of independent contractors and nothing herein shall be deemed to make the parties partners, agents or joint venturers. Each Party shall indemnify, defend and hold harmless the other Party from any third party claims, suits or damages (including reasonable attorney’s fees) arising out of the negligent acts or omissions of the indemnifying Party. Notwithstanding the foregoing, neither Party shall be liable to the other for consequential, incidental, special or punitive damages.

**Term**

The arrangements made by the Parties by this Memorandum shall remain in place from March 1, 2018 until March 1, 2019. The term can be extended only by agreement of both of the Partners.

**Notice**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**Governing Law**

This Memorandum shall be construed in accordance with the laws of the State of Ohio.

**Assignment**

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**Amendment**

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

**Severability**

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**Prior Memorandum Superseded**

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

**Understanding**

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

 a. Each Party will work together in a coordinated fashion on the Project.

 b. In no way does this agreement restrict involved Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.

 c. To the extent possible, each Party will participate in the development of the Project.

 d. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.

 e. This Memorandum will be effective upon the signature of both Parties.

 f. Any Party may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Parties support the goals and objectives of the collaboration in epidemiological research for individuals with intellectual and developmental disabilities:

**Signatories**

This Agreement shall be signed on behalf of Center for Epidemiological Research for Individuals with Intellectual and Developmental Disabilities by Mark Davis, Executive Director, and on behalf of American Network of Community Options and Resources by Barbara Merrill, its Chief Executive Officer.

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Center for Epidemiological Research for Individuals with Intellectual and Developmental Disabilities

By Mark Davis, Executive Director

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American Network of Community Options and Resources

By Barbara Merrill, Chief Executive Officer