

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is made between the Tuscaloosa City Board of Education ("TCBE") and the Saban Center Foundation ("SCF"), an Alabama nonprofit corporation.

GENERAL Purposes of the MOA

This MOA is to establish the terms, conditions, and safeguards under which SCF will collaborate with TCBE. This MOA establishes an agreement between the parties as well as a record of understanding and responsibility, as well as the terms of cooperation for each specific activity implemented under this MOA.

In order to facilitate academic exchange, to develop academic and scientific relationships, and in support of collaborative development of the curriculum program for the Saban Center, TCBE and SCF agree to establish this MOA as a framework for cooperative programs.

ARTICLE I Foundation Support

It is agreed that linkages will be strengthened by SCF support for exchanges and cooperative development between TCBE and the Saban Center for Brian Rose and Taylor Lamon on loan to the Saban Center for a period of time. The purpose is to exchange academic information and develop specific cooperative projects and programs.

ARTICLE II Financial Support

SCF will provide \$288,291.00 to TCBE for assigned TCBE employee exchange to the Saban Center. SCF shall pay said funds on a quarterly basis beginning July 1, 2025 upon receiving an invoice from TCSB.

ARTICLE III Cooperative Research

It is recognized that significant opportunities will exist for cooperative research between the collaborating institutions. Such clearly beneficial activities may require specific arrangements. In view of the importance of cooperative research, collaborating institutions agree to give high priority to this within their overall relationships in the areas of sports science and human body, technology including engineering and robotics, energy, and earth and sustainability.

ARTICLE IV
Duration of Memorandum of Understanding

The effective date of this MOA shall be July 1, 2025. This MOA may be extended for a period of up to five (5) years but shall be funded in one (1) year increments with an annual increase cap of three (3) percent each year. TCBE shall provide a budget request to SCF by June 1, each year to extend this MOA until June 30, 2029.

ARTICLE V
Intellectual Property

Each party to this MOA shall own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this MOA. IP conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned.

ARTICLE VI
Academic Freedom

TCBE's basic principles of academic freedom will be applicable to all educational and research activities undertaken by (or under the direction of) faculty who participate in the projects contemplated by this MOA. TCBE's equal opportunity and non-discrimination policies will also be applicable to the employment and assignment of faculty and staff, and to the selection and supervision of students.

ARTICLE VII
Non-discrimination

SCF and TCBE agree not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. SCF and TCBE shall abide by these principles in the administration of this MOA, and neither institution shall impose criteria for the exchange of faculty or students which would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this MOA and any related agreements.

ARTICLE VIII
Use of Name

Any use of the name of either party's name, including any of its constituent entities or programs, or institutional related logos in advertisements, publications, or notices relating in any way to the activities described in this MOA shall be subject to the prior written approval of appropriate institutional offices.

ARTICLE IX
Liability Insurance

Each party shall maintain its own insurance in amounts deemed appropriate for its operations. Such insurance shall provide coverage for negligent acts, errors, or omissions and provide protection against bodily injury or property damage claims. It is expressly understood that each party shall be solely responsible for its own actions and such insurance shall not extend to protect any other party.

ARTICLE X
Law/Enforcement

The Parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MOA informally. In the event that internal attempts at resolution are not successful, the Parties agree that any formal claims in connection with this Agreement shall be brought in an appropriate state or federal court having jurisdiction in Tuscaloosa County, Alabama.

ARTICLE XI
Non-Assignment

Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

ARTICLE XV
Termination

Either Party may terminate this Agreement for convenience by providing notice to the other party.

EXECUTION

IN WITNESS WHEREOF, the undersigned, representing their respective institutions, have executed this Memorandum of Agreement on the dates indicated below.

Tuscaloosa City Board of Education

Saban Center Foundation

By: _____

Mike Daria, Ed.D.
Superintendent

By: _____

Walt Maddox
Board President

Date: _____

Date: _____

