MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is effective as of [Date] by and between the University of Maryland, College Park (UMD) and [Faculty Member Name], a [title: example: tenured professor] in the [Department Name] at the University (hereinafter jointly referred to as the "Parties").

WHEREAS, Professor [Faculty Member Name] intends to go on leave without pay from the University of Maryland [LWOP start date] through [LWOP end date]; and

WHEREAS, Professor [Faculty Member Name] will be employed on a full-time basis with [Institution/Company Name] from [Start Date] through [End Date];

NOW, THEREFORE, in consideration of the mutual agreements and understandings set forth herein, the Parties agree as follows:

(1) Professor [Faculty Member Name] shall be approved for a Leave Without Pay (LWOP) during [LWOP start date] through [LWOP end date] from UMD, during which time [s/he/they] will be employed by [Institution/Company Name]. During the period of Leave Without Pay, Professor [Faculty Member Name] will not be eligible for employment benefits, including retirement, in accordance with applicable University policies. While on LWOP Professor [Faculty Member Name] will be eligible to receive adjustments to salary due to COLA and be awarded merit increases (if available) which will be added to base salary and in effect upon his/her/their return from LWOP. Professor [Faculty Member Name] will also be subject to any furloughs, campus closures and salary reductions on the same basis and to the same extent as other University faculty. This arrangement shall be in effect unless earlier terminated (a) by mutual agreement of the parties, (b) by Professor [Faculty Member Name] in accordance with the notice provisions of the MOU, (c) by UMD for Professor [Faculty Member Name]’s failure to abide by the terms of this MOU, or (d) otherwise in accordance with applicable UMD policies and procedures.

(2) During the course of this MOU, Professor [Faculty Member Name] would be expected to continue to engage in the following responsibilities at UMD. In particular, [he/she/they] will: [examples below]

(i) Continue a research program.

(ii) Continue to advise UMD graduate students.

(iii) Continue to apply for grant funding, as applicable.

(3) Conflict of Interest and Other Compliance Reviews:

(i) Professor [Faculty Member Name] will maintain a separation between the research/work [he/she/they] conducts at [Institution/Company Name]and that which he conducts at UMD. In particular, [he/she/they] will not use UMD resources (personnel, students, computing, etc.) for [Institution/Company Name] work, nor vice versa.

(ii) During the course of this MOU, Professor [Faculty Member Name] must abide by all state ethics law as it affects employment of UMD students and other UMD personnel at [Institution/Company Name]. In particular, students under Professor [Faculty Member Name]’s supervision at UMD cannot work with Professor [Faculty Member Name] or be in reporting relationships with Professor [Faculty Member Name] at [Institution/Company Name], and Professor [Faculty Member Name] may not use [his/her/their] position to channel students to employment or internships at [Institution/Company Name], regardless of reporting relationships. Any instances where there may be an appearance of conflict of interest must be reviewed by the UMD COI committee.

(iii) Professor [Faculty Member Name] has submitted Conflict of Interest plans to UMD’s Conflict of Interest Committee and must maintain compliance throughout the agreement period. Any changes to the conditions outlined in the MOU would require pre-approval by the UMD Conflict of Interest Committee.

(iv) As relevant and necessary to the LWOP activities, Professor [Faculty Member Name] has sought additional reviews to ensure compliance with federal, state, USM, University laws, regulations, and policies in areas such as Intellectual Property, Export Controls, Financial Conflict of Interest, Institutional Conflict of Interest.

(4) Upon returning from LWOP, Professor [Faculty Member Name] will remain subject to performance and other reviews according to the same academic standards and in the same time frames as other tenured faculty in the [Department Name].

(5) The University will continue to provide Professor [Faculty Member Name] with an office in the [Department Name] for purposes of advising students and holding office hours during the period of his LWOP.

(6) This MOU shall not be extended. Except as provided herein, this MOU does not modify the terms and conditions of Professor [Faculty Member Name]’s appointment. Upon conclusion of LWOP, Professor [Faculty Member Name] will return to a full-time appointment, with all attendant duties and responsibilities. In the absence of a separate written agreement between Professor [Faculty Member Name] and the University authorizing terms and conditions to the contrary, Professor [Faculty Member Name]’s failure to return to a full-time appointment with the University at the end of this MOU shall be deemed to be a voluntary resignation from tenured employment with the University.

Agreed to:

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[Faculty Member Name] Date

Professor, [Department Name]

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[Chair Name] Date

Chair, [Department Name]

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[Dean Name] Date

Dean, [College/School Name]

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Jennifer King Rice Date

Senior Vice President and Provost