

**Co-sponsorship Memorandum of Understanding Template Between  
DOE and a Private Sector Entity**

*Note: This template MOU applies to a co-sponsorship arrangement between DOE and a private sector entity, such as a non-profit organization or a university. This agreement is not to be used with DOE contractors. Furthermore, this is not intended to be a comprehensive listing of all of the pertinent provisions; depending on the nature of the event planned, there may be additional provisions that will need to be added (e.g. patents and technical data, and security issues.)*

**Purpose:** This memorandum of understanding (“MOU”) is entered into on [date], by the U.S Department of Energy (“DOE”), an agency of the Federal government, and [co-sponsor], which is a [identify type of entity], hereafter referred to collectively as the “Parties.”

The Parties shall participate by jointly planning and conducting the cosponsored activity, which is the [official name of conference], which will take place on [dates], at [location].

**Responsibilities of DOE:** DOE will serve as a co-sponsor of the [conference name] and will be entitled to [insert number] of complementary registrations to the conference. DOE will be solely responsible for arranging the following services and providing the following goods: [list what DOE will be providing].

**Responsibilities of [Co-sponsor]:** [Co-sponsor] will serve as a co-sponsor of the [the conference name] and provide the services of its staff in assisting the conference. [Co-sponsor] will conduct all conference business in accordance with the advice issued by the Department of Energy’s General Counsel on X-XX-2012 (copy attached) and will be solely responsible for arranging the following services and for providing the following goods: [list what co-sponsor will be providing].

**1. Vendors:** To the extent that [co-sponsor] utilizes the services of a vendor (an entity that the co-sponsor chooses to do business with in connection with the conference), all such agreements shall be between [co-sponsor] and the Vendor. [Co-sponsor] shall be responsible for any and all payments to the Vendor, and any agreement shall specify that DOE is not responsible for any payment to the Vendor, under any circumstances.

**2. Registration fees:** If [co-sponsor] charges registration fees to the participants of the Conference, such fees shall be collected by [co-sponsor], which shall have sole control and supervision over the amount and use of the fees. Any such fees shall not be used to fund any of

the responsibilities of DOE under this MOU. Any such fees may not include entertainment costs or the cost of alcoholic beverages and must be reasonable as determined by DOE.

**3. Representations & Endorsements:** [Co-sponsor] and any contractor, vendor or other party engaged or affiliated with [co-sponsor] shall not make any representations which would suggest an endorsement by the Department of Energy of the [Co-sponsor], its vendors or any other entity. The [co-sponsor] shall not use or otherwise display the DOE seal or any indicia of DOE sponsorship without the prior express written approval of DOE. The DOE seal and logos may only be used in connection with the factual publicity of the conference.

a. Web Pages and Web Links: Conference web pages must conform to the DOE linking policy. If a website is used, each conference website must be established separate from all official DOE websites and separate from the homepage of [co-sponsor]. However, the official DOE website may link to the separate conference site. No links from either the DOE official site or the conference site may link directly to any outside entity's homepage other than those allowed by DOE's web linking policy. There can be no direct links to the web pages of non-Government co-sponsors.

**4. "Supporters":** [Co-sponsor] may solicit an organization to be a "supporter" of a conference provided that the mission of the "supporter" does not create an appearance of a loss of impartiality. Acknowledgement of the level of support given by "supporters" will be in a separate package made available at the conference but will not be reflected in formal conference literature. Any material specifically developed for conference "supporters" will be paid for by [co-sponsor], exclude DOE indicia, and avoid any grandiose statements of "supporter" services or products. The separate package including "supporters" must be reviewed and approved by the appropriate DOE ethics counselor. [NOTE: The MOU should incorporate this section only if DOE would be willing to allow acknowledgement of "supporters" at the conference. Ethics counsel concurrence is required before the Department may allow the acknowledgement of "supporters".]

**Funding:** This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the parties to exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

**Fundraising:** [Co-sponsor] and any contractor or other party affiliated with the co-sponsor shall not engage in fundraising, in a manner that suggests any particular access to or benefit of DOE resources to prospective donors. Any solicitation of funds must be used solely to defray the co-sponsor costs of the event, not DOE's costs. [Co-sponsor] will conduct all conference business in accordance with the attached guidance from the Department of Energy's General Counsel.

**Other Provisions:**

The Department of Energy enters into this Agreement under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256).

This MOU in no way restricts either of the parties from participating in any activities with other public or private agencies, organizations or individuals.

This MOU is strictly for internal management purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

All agreements herein are subject to, and will be carried out in compliance with, all Federal applicable laws, regulations and other legal requirements.

**Amendment and Termination:** This MOU may be amended by written agreement between DOE and [co-sponsor]. This MOU may be terminated by the written agreement of DOE and the other party, or by [fill in number of days] days written notice to the other party.

**Effective Date:** This MOU is effective on the date of the last signature below.

U.S. Department of Energy

Date

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[Co-sponsor]

Date

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