

Omaha Inland Port Authority Memorandum of Understanding (MOU)

This Memorandum of Understanding ("MOU") is entered into as of _____ ("Effective Date"), by and between the Omaha Inland Port Authority (OIPA), a public entity organized under the laws of the State of Nebraska, and _____ ("Partner"). OIPA and Partner may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose and Shared Mission

The purpose of this MOU is to establish a collaborative framework under which the Parties may work together to advance shared goals aligned with OIPA's mission:

Real Investment. Real Change. Right Now.

The Omaha Inland Port Authority is dedicated to advancing economic liberation throughout Omaha, Nebraska. By transforming land, infrastructure, and investment into long-term opportunities, OIPA supports business growth and community prosperity. While OIPA's impact spans the entire city, its strategic focus is centered in historically underinvested communities of North and East Omaha, with the goal of creating sustainable and equitable progress for all.

This MOU sets forth general terms governing the partnership. Specific activities, deliverables, timelines, and responsibilities will be detailed in one or more written Scopes of Work (SOWs) executed by the Parties and incorporated by reference into this MOU.

2. Nature of the Agreement

This MOU reflects the intent of the Parties to collaborate in good faith. Certain provisions of this MOU are intended to be binding, including but not limited to sections related to confidentiality, data use, public communications, indemnification, termination, governing law, and compliance with applicable laws. Other provisions reflect aspirational goals and collaborative intent and do not create enforceable obligations unless expressly stated in an applicable SOW.

Nothing in this MOU shall be construed as creating a partnership, joint venture, or agency relationship between the Parties.

3. Scope of Collaboration

The Parties anticipate collaborating on activities that may include, but are not limited to:

- Economic and community development initiatives
- Real estate, infrastructure, or site development activities
- Workforce development and job creation efforts
- Community engagement, outreach, and capacity-building
- Planning, technical assistance, or advisory services

All specific work will be defined in an executed SOW.

4. Roles and Responsibilities

OIPA Responsibilities (General)

- Provide strategic leadership and coordination consistent with its mission
- Facilitate connections with relevant public, private, and community stakeholders
- Provide oversight and monitoring of activities outlined in applicable SOWs

Partner Responsibilities (General)

- Perform activities and deliverables as outlined in applicable SOWs
- Act in a manner consistent with OIPA's mission and equity goals
- Comply with all applicable laws, regulations, and policies

5. Equity, Community Engagement, and Values

The Parties acknowledge the importance of economic development and commit to advancing equitable outcomes, particularly in North and East Omaha. Where applicable, partnership activities should:

- Engage community stakeholders in meaningful ways
- Promote access to opportunity for historically underinvested populations
- Align with principles of transparency, accountability, and community benefit

6. Data Sharing, Reporting, and Evaluation

The Partner agrees to provide reasonable data, progress updates, and reports as outlined in applicable SOWs. Data may include, where relevant, information related to outcomes such as jobs created, acres developed, investments leveraged, or community engagement activities.

Any shared data shall be used solely for purposes consistent with this MOU and applicable SOWs, subject to confidentiality and public records laws.

7. Public Communications and Use of Name

Neither Party shall use the name, logo, or likeness of the other in public communications, press releases, or marketing materials without prior written consent, except as required by law or expressly permitted in an SOW. The Parties agree to coordinate, when feasible, on public announcements related to joint activities.

8. Funding and Financial Considerations

This MOU does not obligate OIPA to provide funding to the Partner. Funding may be associated with specific SOWs, subject to availability, required approvals, and execution of appropriate agreements. Any financial terms will be clearly stated in the applicable SOW.

9. Confidentiality

Each Party agrees to protect confidential or proprietary information received from the other Party and to use such information solely for purposes of this MOU and applicable SOWs, unless disclosure is required by law.

10. Compliance with Laws

The Parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including those related to nondiscrimination, ethics, and public records.

10.1 Public Records: The Partner acknowledges that OIPA is subject to the Nebraska Public Records Act (Neb. Rev. Stat. § 84-712 et seq.). All documents, data, and communications shared with OIPA may be subject to public disclosure unless they meet a specific statutory exemption (e.g., trade secrets or proprietary commercial information). The Partner is responsible for clearly marking such information as "Confidential."

11. Term and Renewal

This MOU shall be effective for a period of one (1) year from the Effective Date, unless earlier terminated. The MOU may be renewed for additional one-year terms upon mutual written agreement of the Parties.

12. Termination

Either Party may terminate this MOU for any reason upon thirty (30) days' written notice to the other Party. Termination of this MOU shall not affect any obligations intended to survive termination or any SOW already completed or otherwise addressed by its terms.

13. Intellectual Property Rights

Pre-existing IP: Each Party shall retain all right, title, and interest in any intellectual property, data, or materials owned or developed by it prior to the Effective Date of this MOU ("Background IP").

Project IP: Unless otherwise specified in a Scope of Work (SOW), any reports, data, studies, or materials created specifically for OIPA under an SOW ("Project IP") shall be the property of OIPA. The Partner is hereby granted a non-exclusive, royalty-free license to use Project IP for internal, non-commercial purposes.

Data License: To the extent that the Partner incorporates Background IP into any Project IP, the Partner grants OIPA a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, and display such Background IP solely as part of the Project IP.

14. Dispute Resolution

Informal Resolution: In the event of a dispute arising out of this MOU, the Parties agree to first attempt to resolve the matter through good-faith negotiations between authorized representatives.

Mediation: If the dispute is not resolved within thirty (30) days of the initial meeting, the Parties may, by mutual agreement, submit the dispute to non-binding mediation in Omaha, Nebraska. Each Party shall bear its own costs and an equal share of the mediator's fees.

15. Liability and Indemnification

Sovereign Immunity: The Parties acknowledge that OIPA is a public entity and nothing in this MOU shall be construed as a waiver of OIPA’s sovereign immunity or the protections afforded under the Nebraska Political Subdivisions Tort Claims Act.

Mutual Responsibility: To the extent permitted by law, each Party shall be responsible for the negligent acts or omissions of its own officers, employees, and agents. Neither Party shall be liable to the other for any indirect, incidental, or consequential damages arising out of this collaboration.

16. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Nebraska.

17. Entire Agreement and Amendments

This MOU, together with any executed SOWs, constitutes the entire understanding between the Parties regarding the subject matter herein. This MOU may be amended only by written agreement signed by authorized representatives of both Parties.

Venue: If mediation is unsuccessful or waived, any legal action shall be brought exclusively in the state or federal courts located in Douglas County, Nebraska.

18. Signatures Omaha Inland Port Authority By: _____ Name: _____ Title: Executive Director or Chief of Staff Date: _____	Partner By: _____ Name: _____ Title: _____ Date: _____
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