

# PREPARING A MEMORANDUM OF UNDERSTANDING FOR JOINT APPOINTMENTS

Revised September 1, 2025 Effective May 1, 2024

### **Purpose**

The Memorandum of Understanding (MOU) is required for all joint appointments and should follow provisions of the Faculty Handbook for Joint Appointments (Section II.D.3. Appointment to More than One Department). It must be signed by the Department Chairs and Deans of each school/department and clearly stipulate the allocation of effort, salary support and other departmental resources across schools/departments.

### **Dual Primary Appointments**

Those who are granted a joint appointment hold simultaneous primary appointments in two or more departments in the School of Medicine and/or in two or more schools at the University of Pennsylvania. Faculty who hold joint primary appointments are considered full-time faculty in each department and school. One school/department must serve as the Administrative Lead.

This process also applies to the University's Penn Integrates Knowledge (PIK) program as they hold primary appointments in two or more schools. MOUs for PIK appointments must be sent to the Provost for review and signature of the Provost and President. Endorsement of the appointment terms by the President and Provost must be obtained before an offer letter can be drafted. The Office of Academic Affairs should be notified once a candidate is selected, as there are additional requirements that will need to be met to process the appointments. (Review the PIK Checklist and Other Considerations for Terms of Joint Appointment).

#### **Memorandum of Understanding**

A Memorandum of Understanding is drafted by the Department Chair(s) and Dean of each respective school/department, for review with their Finance Office and the Provost Office, if applicable. The MOU is used to draft the terms of a contract in the early stages of an agreement and to formalize department/school partnerships. Following MOU approval, the standard Request to Recruit (RTR) processes must be followed.

### **Required Elements:**

- Header
  - Add the title, such as "Memorandum of understanding between (insert department/school) and (insert department/school); for the (Joint or PIK) Appointment for (insert name of faculty member); Proposed Effective Date
- **Define the Scope and Objectives** Outline the scope of the agreement by defining its boundaries and limitations. Clearly state the objectives and goals you aim to achieve through the collaboration. Be specific and concise.
- **Terms of Agreement** This defines what each department/school will bring to the agreement. Explain which roles are to be performed and who will perform them. Specify the responsibilities and contributions of each department/school involved in the agreement. Clearly define the tasks, deliverables, and timelines expected from each party. Ensure there is clarity on how the department/school will collaborate and communicate throughout the duration of the agreement.
- Compensation
  - Academic base salary



- Specify Nine- or 12-month base period
- Expected grant coverage (if any) and allocation across schools and University
- Proportion (if any) that is non-guaranteed or supplemental
- Annual Merit Increase (AMI)

### - Summer salary coverage should be included, if applicable

- Number of summer research ninths, for specified number of years (up to five)
- Expected grant coverage (if any), and allocation

# - Research Funds

- Amount committed and allocation across schools/departments. This is a funding responsibility of the school(s)/departments. In cases where there is more than sufficient support in the chair to cover the central salary and EB obligation, these funds could be used to support annual research funds). For PSOM, faculty are expected to seek external funding, which will be used to offset PSOM's portion of salary expense.

# - Start-up Resources

- Specify amount, uses of funds, duration, and allocation across schools and University
- Normally provided for up to three years (but will consider up to five years where warranted to ensure incentives to spend funds appropriately)
- Not intended to be ongoing obligation, or to replace funds that would already be allocated towards areas of need by the schools/departments
- Cash flow for start-ups should be budgeted by all the parties in the years that the expenses are incurred
- Does not cover start-up funds for new programs, doctoral divisions or institutes

### - Space

- Specify location, amount, and any renovation of space, including assumptions of costs

### **Associated Personnel**

- Identify staffing needs; administrative, IT support, postdoctoral researchers, graduate students, etc. (considered part of startup costs and have same guidelines-e.g. limited to 3 years)

## - Teaching Expectations

- Expected load (to include at least some undergraduate teaching)
- Specified teaching relief (if any)
- Terms for any course buy-outs, if applicable

### **Other Considerations**

- Dual-career Issues: Penn's Dual-Career Program may be accessed to support cross-school spousal hires (see guidelines for that program). Other means of support include the Career Concepts Program and other higher-level career counseling or placement services, available through the Office of Human Resources (with costs borne by the schools). HERC is also an available option for spouses seeking relocation.
- *Child Care:* Efforts to secure placements can be made at the Penn Children's Center, the Caring Center, and the Parent Infant Center (PIC). Please consult with Business Services as early as possible, as there are limited spaces available. Any subsidy of childcare, aside from the emergency back-up childcare subsidy available through standard benefits, would be a cost to the schools. Alternatively, advise the faculty member to contact the <u>centers</u> directly.
- *International Considerations:* Visa status needs to be confirmed at nomination stage and revisited when establishing the terms of a joint appointment. The visa status of non-US nationals may affect the timing of granting tenure.
- Sponsored Research and Technology Transfer: Assumptions about sponsored research, both



granted and proposed, as well as technology transfer, should be clarified as early as possible to ensure that all parties are aware of how such assumptions have been incorporated into the proposed arrangements.

### **Approval Process:**

- 1. Administrative Lead Department Chair drafts MOU in consultation with the proposed candidate and Department Chair and Dean in Partner School/Department
- 2. Administrative Lead Department forwards draft MOU to Department Chair of Partner School/Department
- 3. Partner School/Department returns the draft MOU agreeing to all terms or with edits. If edits are required, return to step 1
- 4. Administrative Lead Department forwards the MOU and Letter of Intent (LOI), if applicable to the Office of Academic Affairs (OAA <a href="mailto:awbowles@upenn.edu">awbowles@upenn.edu</a>)
  - i. If some of the same terms are outlined in the LOI, departments may include higher-level detail in the MOU and detailed terms in the LOI.
- 5. OAA forwards MOU to: Senior Vice Dean of Finance & Operations (SVDFO), Executive Director of Finance (EDF), Chief Scientific Officer (CSO), Office of General Counsel (OGC)
- 6. At this time, if Tenure track appointment, CSO review must be initiated by submitting the "Terms of Recruitment Request" Form. (If Joint appointment is between two schools within PSOM, lead administrative department will submit) NOTE: Departments may indicate, "See MOU" for information fields duplicated on the CSO form.
- 7. With endorsement from the SVDFO, EDF, CSO, and OGC, OAA forwards the MOU to the Administrative Lead Department Chair for signature
- 8. Administrative Lead Department forwards the MOU to the Partner Department for the Department Chair's signature
- 9. Partner Department emails the signed MOU to the Administrative Lead Department, copying OAA (awbowles@upenn.edu)
- 10. OAA forwards the MOU to the Dean's Office for signature
- 11. Dean's Office returns the signed MOU to the Administrative Lead and Partner Department, copying OAA, SVDFO, and EDF.
- 12. Upon receipt of sign MOU, submit RTR per standard procedures uploading both the signed MOU as well as CSO approval.

# Additional requirements for PIK appointments

- 1. Multi-year financial plan including assumptions for support from Provost's Office and each contributing entity. Send a detailed financial statement along with the MOU.
- 2. With endorsement from the Senior Vice Dean of Finance & Operations, Director of Finance, OAA sends the MOU and financial statement to the Office of the Provost for review by and signature of the Provost and President. Endorsement of the appointment terms by the President and Provost must be obtained before an offer letter can be drafted.