

Memorandum of Understanding

This is a Memorandum of Understanding (“MOU”), dated as of _____, 20____, between [_____] (“Client”), a California nonprofit corporation, and _____ (“Collaborator”), a _____.

Background

Client is a nonprofit organization whose mission is to [_____]. Client and Collaborator, a nonprofit organization, may wish to work together on one or more charitable programs (each a “Program”) on the basis set out in this MOU.

1. Program

1.1 Program Plan

For each Program, Client and Collaborator will prepare and sign a program plan (each a “Plan”) in the form attached as **Exhibit A**. References to “Program” and “Plan” in the balance of this MOU mean the Program contemplated by a specific Plan and the Plan for such specific Program. If either Client or Collaborator believes the Plan should be adjusted in any respect, it will so advise the other of the proposed changes. Client and Collaborator will discuss the proposed adjustment and, if they agree on an adjustment, confirm and document the adjustment in the form provided as **Exhibit B**.

1.2 Objectives and Activities

Program objectives, activities, and timeline, and Client’s and Collaborator’s respective Program responsibilities, are set out in the Plan. Client and Collaborator will each carry out its responsibilities with due care and in accordance with this MOU.

1.3 Funding

Unless otherwise stated in the Plan, neither Client nor Collaborator will pay fees or other compensation to the other in connection with the Program, and each will be responsible for acquiring and maintaining funding for their respective Program activities.

1.4 Responsibility for Own Actions

Client and Collaborator will each have sole responsibility for the planning, management, and implementation of its own activities relating to Program execution, including, without limitation, managing its Program budget and selecting and overseeing employees and volunteers.

1.5 Promotion

The Plan sets out the external communication arrangement for the Program. For consistency of communication, except as contemplated by the Plan, neither Client nor Collaborator will issue any public statement relating to the Program without first consulting the other party.

1.6 Personnel and Volunteers

The Plan sets out the staffing for the Program. [Collaborator will follow all Client screening protocols if providing staff for the Program.]

1.7 Participation Documents

If the Plan provides that one party will be responsible for obtaining liability waivers, media releases, or similar agreements from all Program participants, that party will ensure that the waivers and agreements are for the benefit of both Client and Collaborator.

1.8 Harassment and Discrimination

Client and Collaborator are mutually committed to providing a safe and welcoming environment for employees, members, and guests. To that end, Client and Collaborator will not harass, discriminate, retaliate, or be abusive toward each other’s members, employees, directors, volunteers, guests, or vendors, including, without limitation, engaging in any verbal, physical, written, or visual harassment, discrimination, or retaliation on the basis of race, religious creed,

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color, national origin, disability, sex, gender identity, gender expression, age, sexual orientation, or other characteristic protected by the law.

[1.9 Interactions with Children

Client and Collaborator will respect physical and emotional boundaries and otherwise engage in appropriate conduct, and will avoid the appearance of any impropriety, in any interaction either may have with children and youth present in Client facilities or participating in Client programs.]

1.9 Site Safety

Client and Collaborator will ensure that any of their facilities in which Program activities take place are safe, adequate, and appropriate for such activities.

2. Communication and Cooperation

2.1 Coordinators

Client and Collaborator will each appoint one individual to act as the principal contact person and to coordinate activities in connection with the Program. The initial appointees, or contact persons, are identified in the Plan. Client and Collaborator may each change its contact person at any time and will so advise the other.

2.2 Cooperation

Client and Collaborator will cooperate with each other in connection with the Program, including: (a) carrying out their respective obligations on a timely basis; (b) keeping each other advised about potential issues; (c) promptly responding to communications from one another; (d) meeting, as provided in the Plan or as otherwise agreed, to discuss Program planning, execution, and outcomes; (e) working in good faith to resolve problems; and (f) providing one another with information and documents as may be appropriate in connection with Program activities.

2.3 Program Evaluation

Client and Collaborator may each collect, analyze, and disseminate data about this Program to evaluate its effectiveness, comply with external funding and reporting obligations, and carry out its communication activities. Each will cooperate in these efforts by providing the other with the reports, if any, contemplated by the Plan or elsewhere in this MOU, and such other information as the other may reasonably request.

2.4 Recordkeeping

Client and Collaborator will each maintain records relating to its Program responsibilities in a manner such that the other can evaluate compliance with this MOU, and will make those records available for review by the other on reasonable notice during the Program and for a period of three years after its completion or termination.

3. Materials and Promotion

3.1 Methodology and Materials

In carrying out the Program, Client and Collaborator may share proprietary know-how, methodologies, curricula, and other materials (collectively, "materials"). Client and Collaborator may each use the other's materials only for purposes of planning, executing, and evaluating the Program, and may not otherwise use materials or distribute them to third parties. For clarity, Client will obtain no rights to Collaborator's materials, and Collaborator will obtain no rights to Client's materials, except for such use as is contemplated by this Section 3.

3.2 Name and Logo

Client and Collaborator may use the other's name, logo, and other marks, as set out in the Plan (collectively, "marks") for purposes of promoting the Program and their collaboration on their websites and social media platforms, and in posters, newsletters, brochures, and other outreach materials. For clarity, Client will obtain no rights to Collaborator's marks, and Collaborator will obtain no rights to Client's marks. Client and Collaborator will promptly cease public use of the other's name or marks upon direction by the other party.

3.3 Location Release

With advance notice, Client and Collaborator may film, record, photograph, interview, and otherwise document Program activities taking place at the other's facility or any other location. Client and Collaborator may use such materials only for archival purpose and for promoting the Program and their collaboration in the manner set out in Section 3.2. Such materials and all copyrights in these materials will be the property of the party creating them. Neither party will be entitled to receive any payment from the other for any such use. The party intending to film, record, photograph, interview, or document Program activities is responsible for obtaining needed releases, if any, from Program participants.

4. Insurance, Liability, and Indemnification

4.1 Insurance

At Collaborator's cost, Collaborator will maintain the insurance set out in the Plan.

4.2 Limitation of Liability

Neither party will not liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this MOU.

4.3 Indemnification by Collaborator

Collaborator will defend, indemnify, and hold harmless Client, and its directors, officers, employees, agents, and assigns (collectively, the "Client Parties") against all claims, liabilities, losses, damages, and expenses, including, without limitation, claims in respect of death, bodily injury, or property damage (collectively, "Loss") any Client Party may suffer and which arise directly or indirectly from: (a) Collaborator's performance under or breach of this MOU; (b) conditions at Collaborator's facilities; or (c) actions of Collaborator or Collaborator's volunteers including, without limitation, interactions between such persons and Program participants, Client members, or Client employees. Collaborator will not have any obligation to indemnify Client to the extent the liability is caused by Client's own gross negligence or willful misconduct.

5. Termination

5.1 Mutual Agreement

This MOU may be terminated by a writing signed by both Client and Collaborator that states their intent to terminate this MOU and the date upon which such termination will take effect.

5.2 [Termination for Breach

If either party breaches any of its obligations under this MOU, the non-breaching party may provide the breaching party with written notice of the breach. [If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this MOU upon delivery to the breaching party of a written notice to that effect, with the termination effective upon receipt of such notice by the breaching party. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.]

5.3 [Termination for Conduct or Institutional Concerns

Client may immediately terminate this MOU by giving written notice to Collaborator if: (a) Collaborator has engaged or is alleged to have engaged in conduct in violation of Sections 1.8 and 1.9 [or (b) Client obtains information it reasonably believes is credible, and was not known to the public or Client at the time this MOU is signed, that leads Client to conclude that a continued relationship with Collaborator could damage Client's reputation or be inconsistent with its values or responsibilities as a charitable organization]. Such a termination will be effective upon delivery of the notice by Client.]

5.4 Effect of Termination

Upon the expiration or termination of this MOU, Client and Collaborator will promptly cease any use of the other's marks and materials. If the MOU terminates, Client and Collaborator will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 2.3, 2.4, 3.1, 3.2, 4, 5.4 and 6 will survive the expiration or termination of this MOU.

6. General Provisions

6.1 Entire Agreement

This MOU, together with the Plan, expresses Client's and Collaborator's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, negotiations, communications, or course of dealing between Client and Collaborator relating to its subject matter. If there are any inconsistencies between the Plan and the text of this MOU, the text will control.

6.2 Amendment

This MOU may be amended only as stated and by a writing signed by both Client and Collaborator which recites that it is an amendment to this MOU.

6.3 Severability and Waiver

If any provision of this MOU is held illegal, invalid, or unenforceable, all other provisions of this MOU will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this MOU must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this MOU will not be considered a waiver of any later breach or of the right to enforce any provision of this MOU.

6.4 Assignment

Collaborator may not, directly or indirectly, assign its rights or delegate its duties under this MOU to anyone else without the prior written consent of Client, except that Collaborator may assign all of its rights and obligations under this MOU without Client's prior written consent in connection with a merger, reorganization, or transfer of substantially all of its assets, or other operation of law.

6.5 Third-Party Beneficiaries

Except as provided in Section 4.3, this MOU is for the exclusive benefit of Collaborator and Client and not for the benefit of any third party, including, without limitation, any employee, affiliate, subcontractor, member, or vendor of Collaborator or Client.

6.6 Independence

Client and Collaborator are and will remain independent contracting parties. The arrangements contemplated by this MOU do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Client nor Collaborator has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience.

* * * * *

Client and Collaborator signed this MOU as of the date set out in its first paragraph.

[Client]

[Collaborator]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Program Plan

Collaborator data and contact person

Collaborator name	
Collaborator's mission	
Collaborator address	
Collaborator contact person	Name: Title: E-mail: Telephone:

Client data and contact person

Client address	
Client contact person	Name: Title: E-mail: Telephone:

Project objectives and activities

Project name (if any)	
Project objective	
Project core activity	
Project period and expected completion date	
Project external communication plan	
Project key performance measures	
Project client[s] or beneficiaries	

Client responsibilities

Client activities	
Client deliverables	
Client reporting	

Collaborator responsibilities

Collaborator activities	
Collaborator deliverables	
Collaborator reporting	
Collaborator insurance obligations	

Use of Name and Logos

Project materials	<i>[describe use if any on materials]</i>
External communications	<i>[describe use if any for promotional purposes]</i>

Exhibit B

Program Plan Modifications

Changes in Program Plan:

Effective date of change:

Confirmed and agreed:

[Client]

By: _____

Name: _____

Title: _____

Date: _____

[Collaborator]

By: _____

Name: _____

Title: _____

Date: _____