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,
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.

6.1 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]
By: __________________________
Name: _________________________
Title: _________________________

[Collaborator]
By: __________________________
Name: _________________________
Title: _________________________
Exhibit A

Program Plan

**Collaborator data and contact person**

<table>
<thead>
<tr>
<th>Collaborator name</th>
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<tbody>
<tr>
<td>Collaborator's mission</td>
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<tr>
<td>Collaborator address</td>
<td></td>
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<tr>
<td>Collaborator contact person</td>
<td>Name:</td>
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<td></td>
<td>Title:</td>
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<td>E-mail:</td>
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<td>Telephone:</td>
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**Client data and contact person**

<table>
<thead>
<tr>
<th>Client address</th>
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<tbody>
<tr>
<td>Client contact person</td>
<td>Name:</td>
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<td>Title:</td>
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<td>E-mail:</td>
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<td>Telephone:</td>
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**Project objectives and activities**

<table>
<thead>
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<th>Project name (if any)</th>
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<tbody>
<tr>
<td>Project objective</td>
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<tr>
<td>Project core activity</td>
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<td>Project period and expected completion date</td>
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<td>Project external communication plan</td>
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<td>Project key performance measures</td>
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<td>Project client[s] or beneficiaries</td>
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### Client responsibilities

<table>
<thead>
<tr>
<th><strong>Client activities</strong></th>
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<tr>
<td><strong>Client deliverables</strong></td>
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<tr>
<td><strong>Client reporting</strong></td>
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### Collaborator responsibilities

<table>
<thead>
<tr>
<th><strong>Collaborator activities</strong></th>
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<tr>
<td></td>
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<tr>
<td><strong>Collaborator deliverables</strong></td>
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<tr>
<td><strong>Collaborator reporting</strong></td>
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<tr>
<td></td>
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<tr>
<td><strong>Collaborator insurance obligations</strong></td>
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### Use of Name and Logos

<table>
<thead>
<tr>
<th><strong>Project materials</strong></th>
<th>[describe use if any on materials]</th>
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<tr>
<td><strong>External communications</strong></td>
<td>[describe use if any for promotional purposes]</td>
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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: ______________________________________________