

Memorandum of Understanding

Client ("Client") is a nonprofit organization whose mission is to _____.
_____ ("Collaborator") shares those goals and, in line with that commitment, Client and Collaborator have agreed that Collaborator may use Client's facilities for a program ("Program") on the basis set out in this MOU.

Relationship lead | contact information

Client lead	Name: Title: Email: Telephone:
Collaborator lead	Name: Title: Email: Telephone:

Facility access and use

Client facility address	<i>[identify relevant location]</i> ("Facility").
Rooms or other locations	<i>[identify space within Facility ("Space")]</i> . Collaborator may not use other rooms, facilities, or equipment in the Facility without first obtaining Client's approval.
Dates of use	Collaborator may use the Facility starting on [____] and ending on [____], unless this MOU terminates earlier as provided in Section 5 ("Term").
Frequency of use	Collaborator will have access to the Facility on <i>[describe frequency -- e.g., five days a week during normal business hours, Thurs evenings 6 – 8 pm]</i>
Use of resources	<i>[if appropriate, specify any equipment, supplies, or other resources made available to Collaborator]</i>
Facility preparation	<i>[describe Client responsibilities, if any, to prepare/maintain space]</i>

Program activities and participants

Nature of use and Program activities	<i>[describe Collaborator's activities in the Facility, number of participants, membership requirements, and related matters]</i>
Staff credentials and background checks	<i>[describe credential and background check requirements as appropriate]</i>

Other collaboration features

[other]	<i>[describe other collaboration features]</i>
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Communication

Planning meetings	<i>[describe any use or pre-access planning meetings]</i>
Facility orientation	<i>[describe any Facility orientation requirement]</i>
Check-in meetings	<i>[describe any periodic check-in or other regular meetings]</i>
Renewal notice	<i>[set out deadline for providing notice of renewal]</i>

Fees and expenses

Payment	Collaborator will pay \$_____ to Client for use of the Space. Collaborator will pay such amount as follows: <i>[describe payment timing]</i> <i>[describe credits, if any, for Facility unavailability]</i>
Expenses	<i>[describe expense reimbursement arrangement, if any]</i>

External communication

Logo use	<i>[describe understandings, if any, regarding logo use and other brand associations]</i>
Media and social media	<i>[describe plan, if any, for external communication]</i>

Insurance

Collaborator	<i>[describe insurance and proof of insurance requirements]</i>
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This MOU, which consists of this form (the "Plan") and the attached terms and conditions, creates a contract. By signing below, Client and Collaborator each confirm that it understands and agrees to the terms of this MOU.

Client

By: _____

Name: _____

Title: _____

[Collaborator name]

By: _____

Name: _____

Title: _____

Terms and Conditions

1. Program

1.1 Use of Space

Collaborator will use the Space and carry out the Program as set out in and in accordance with this MOU.

1.2 Coordination

Client and Collaborator will each identify a staff member to act as a lead and principal point of contact. The initial leads are identified in, and will meet periodically as provided in, the Plan.

1.3 Renewal

If Collaborator wishes to renew this MOU, Collaborator must notify Client in writing at least 60 days before the end of the Term. Collaborator and Client will meet to discuss the request. If Collaborator and Client agree to renewal, this MOU will continue in effect for such period as the parties may agree. If they do not agree, this MOU will end on the last day of the Term.

1.4 Changes in the Plan

If either Client or Collaborator believes the Plan should be adjusted, it will advise the other of the proposed change. Client and Collaborator will discuss the proposed adjustment and, if they agree, confirm the adjustment in the form attached as **Exhibit A**.

2. Conduct and Facility Use

2.1 Facility Policies

Collaborator will comply with Client facility policies and procedures (including, without limitation, those relating to interactions with youth, youth data, and harassment and discrimination) as may be adopted by Client. Client may in its sole discretion revise such policies and procedures from time to time.

2.2 Health and Safety Protocols

Collaborator will comply with Client health and safety guidelines and protocols as may be adopted by Client. Client may in its sole discretion revise such guidelines and protocols from time to time.

2.3 Facility Use and Care

Collaborator will:

- use the Space only to carry out the Program
- keep the Space and any equipment and furnishings in good order and condition
- not interfere with other operations of Client in the Facility
- make no alterations to the Space and post no signage at the Facility without first obtaining approval from Client

- carry out its activities in the Facility with due care and in accordance with applicable law
- report accidents and repair needs to the Client lead specified in the Plan

Client may observe Program activities. Collaborator understands that, upon reasonable notice, Client may limit access to or relocate the Space to accommodate repairs, events, or other needs.

2.4 Exit at End of Term

At the conclusion of the Term or upon earlier termination, Collaborator will leave the Space in good order and condition, normal wear and tear excepted, and will remove all of Collaborator's property.

3. Branding and Media

3.1 Name and Logo

Client and Collaborator may not use the other's name, logo, or other marks on Program materials or in external communications except as set out in the Plan or as approved by the other party. [Collaborator will give Client a sample of any specific proposed use of a Client mark (e.g., in a brochure or on a t-shirt) and obtain approval before any such use.]

3.2 Use of Logos and Other Branding

Client and Collaborator will comply with any reasonable trademark guidelines provided by the other party and promptly cease public use of the other party's marks upon request by the other party.

[3.3 Client Photography and Video

Unless otherwise provided in the Plan, Client and Collaborator may film, record, photograph, interview, or otherwise document Program activities, and use such materials as the party may determine, [it being understood that any such materials created by Collaborator may not depict individuals other than Program participants.]]

3.4 External Communication

Except as set out in the Plan, neither Client nor Collaborator will issue any press release, social media post, or other public statement relating to the Program without first consulting the other party.

4. Insurance and Liability

4.1 Insurance

Collaborator will carry the insurance, if any, and provide proof of insurance, as specified in the Plan.

4.2 Damage

Collaborator will reimburse Client for any damage or loss, beyond normal wear and tear, to the Facility or Client's equipment or other property resulting from Collaborator's presence and activities in the Facility.

[Collaborator will make such payment no later than 10 days after Client so requests.]

4.3 Collaborator Property

Client will not be responsible for the loss, theft, or damage of any Collaborator property in the Facility.

[4.4 Responsibility for Participants

Collaborator will be solely responsible for any claims by or on behalf of participants arising out of Program activities, any claims by third parties which arise from participant conduct, any damage to the Facility caused by participants, and any loss or damage to participant property at the Facility.]

4.5 Indemnification

Collaborator will defend, indemnify, and hold harmless Client and Client's directors, officers, employees, agents, and assigns, from and against all claims, liabilities, and expenses, including, without limitation, claims in respect of death, personal injury, and property damage, and reasonable attorney's fees and expenses, arising from Collaborator's presence or activities at the Facility, including, without limitation, claims by Program participants or by youth or other individuals in the Facility.

[4.6 Force Majeure

Neither Collaborator nor Client will be liable to the other for any failure or delay in the performance of its obligations under this MOU due to any cause beyond its reasonable control, including, without limitation, any fire, flood, earthquake, natural disaster, war, act of terrorism, civil disorder, labor dispute, epidemic or other recognized health threat, governmental order, or power failure or other interruption of public utilities.]

5. Termination

5.1 Termination on Notice

Client or Collaborator may each terminate this MOU at any time by providing written notice of that decision to the other. Such termination will be effective 30 days after receipt of notice by the non-terminating party.

5.2 Termination for Breach

If either party breaches any of its obligations under this MOU, the non-breaching party may terminate this MOU. Such a termination will be effective 10 days after receipt of notice by the non-terminating party, except that if Client terminates by reason of Collaborator's breach of Sections 2.1, 2.2, 3.1, or 3.2, the termination will be effective upon delivery of the notice. [For clarity, late or missed payments by Collaborator to Client will be considered a breach under this MOU.]

[5.3 Termination for Reputational Concerns

Client or Collaborator may each terminate this MOU by giving written notice to the other if the terminating party concludes that a continued association with the other party is inconsistent with its values or could

otherwise adversely affect its reputation. Such a termination will be effective upon delivery of the notice to that effect by the terminating party.]

5.4 Effect of Termination

Upon termination of this MOU, [Collaborator will not be entitled to any refund of amounts previously paid, and,] if fees or expenses are not already fully paid, will pay Client the balance of such amounts. Collaborator will pay no later than 30 days after the effective date of termination. Sections 4.2 – 4.5, 5.4, and 6 will survive the expiration or termination of this MOU.

6. Other Agreements

6.1 Independent Entities

The arrangements contemplated by this MOU do not create a partnership, franchise, joint venture, or similar relationship for any purpose. Client and Collaborator will each have sole responsibility for the planning and management of its own activities under this MOU, including, without limitation, selecting and overseeing employees and volunteers.

6.2 No Rights in Client Property

Collaborator's right to use the Space is a revocable license only and does not constitute a grant of any lease or other property interest in any Client property.

6.3 No Representations

Client is not making any representations or warranties to Collaborator about the Facility or available resources, including the suitability of the Space for Collaborator's activities. Collaborator accepts the Space on an "as-is" basis.

6.4 General Provisions

This MOU represents the final and exclusive agreement between Client and Collaborator relating to its subject matter. If there is any conflict between the Plan and these terms and conditions, the terms and conditions will control. This MOU may be changed only as described in a writing signed by the parties. [If any provision of this MOU is held unenforceable, the other provisions will remain enforceable, and the unenforceable provision will be considered modified so that it is enforceable to the maximum extent permitted by law.] Except as provided in Section 4.5, this MOU is for the exclusive benefit of Client and Collaborator, and not for the benefit of any third party. This MOU will be governed by California law.

Exhibit A
Program Plan Adjustment

Date of adjustment	
Reason for change(s)	
[Modified objectives]	
[Modified activities]	
[Modified responsibilities]	
[Other terms]	

This document is a Program Plan Adjustment and is an amendment to the Memorandum of Understanding, dated _____, 20__, between Client and [Name of Collaborator].

Agreed and confirmed as of the date stated above.

Client

[Name of Collaborator]

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____