

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA (“UDC”),  
AND THE [GOVERNMENT AGENCY] (“[GOVT AGENCY ACRONYM]”)**

**I. INTRODUCTION**

This Memorandum of Understanding (this “MOU”) is entered into between the [government agency] (“[acronym]”) and the University of the District of Columbia (“UDC”), collectively referred to herein as the “Parties.”

**II. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES**

The purpose of this Memorandum of Understanding (MOU) is to formalize the partnership between UDC and [government agency] to [insert purpose of MOU].

[Description of UDC’s Department or College performing/or receiving services under the MOU].

[Description of the Government Agency].

**III. SCOPE OF SERVICES**

**A. RESPONSIBILITIES OF UDC**

UDC agrees to: [List the agreed responsibilities]

**B. RESPONSIBILITIES OF [government agency]**

[Govt. Agency] agrees to: [List the agreed responsibilities]

**IV. RELATIONSHIP POINTS OF CONTACT**

The primary point of contact for routine administration of this MOU is [INSERT POC] for UDC and [INSERT GOVERNMENT AGENCY POC] for the [government agency]. Either Party may designate a substitute point of contact by providing written notice to the other Party of the change. Points of contact are distinct from the contact points for Legal Notices set forth hereinafter.

**V. DURATION OF THE MOU**

The period of the MOU shall commence on [start date] and end on [end date], unless earlier terminated as provided in Section VII below. [The Parties may extend the term of this

MOU by exercising a maximum of [chose number up to four] ([x]) one-year option periods]. UDC shall provide written notice of its intent to renew an option period prior to the expiration of the MOU.

## **VI. AMENDMENTS AND MODIFICATIONS**

This MOU may be amended or modified only upon prior written agreement of the Parties. Amendments or modifications should be dated and signed by the authorized representatives of the Parties.

## **VII. CONSISTENT WITH LAW**

The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated.

In the event that student educational records are disclosed to the [government agency] under this MOU, the Parties recognize that the student educational records are protected by the Family Educational Rights and Privacy Act (FERPA). FERPA permits disclosure of student “educational records” to “school officials” that have a “legitimate educational interest” in the information. In accordance with FERPA, UDC can designate other entities, including vendors and consultants, as “other school officials.” For purpose of this MOU only, the [government agency] is determined to fall within the category of “school official.” Neither Party, their agents, nor their assignees shall disclose student educational records to any third party, except with the prior written consent of the student (or parent, where applicable) and as permitted by law. Approved re-disclosures to third parties shall not exceed the purpose for original disclosure. Further, the [government agency], should it disclose student educational records, is obligated to maintain a list of entities, agencies, or organizations to whom the records were disclosed, identifying which records were disclosed and the purpose for each disclosure.

Any disclosures made shall comply with UDC’s definition of “legitimate educational interest.” The Parties agree and warrant that they shall use student educational records solely to accomplish their obligations and solely in a manner and for purposes consistent with the terms and conditions of this MOU and UDC policies and procedures. The Parties agree to take appropriate legal action against any unauthorized use or disclosure of any student educational record.

The Parties agree to comply with all Federal and District of Columbia statutes that prohibit discrimination. The Parties certify that all persons employed by and students served by the Parties shall be treated equally without regard to race, religion, ancestry, national origin, sex, age, disability, marital status, political affiliation, or beliefs.

**VIII. TERMINATION**

Either party may terminate this MOU in whole or in part by giving [ninety (90)] calendar days advance written notice to the other Party.

**IX. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§47-355,01-355,08 (2001), (iii) D.C. Official Code §47-105 (2001), and (iv) D.C. Official Code §1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

**X. NOTICES**

The following individuals are the contact points for each Party:

*For [Government Agency]:*

[insert contact information]

*For UDC:*

[insert contact information]

With a copy not constituting notice to:

Office of the General Counsel  
University of the District of Columbia  
4200 Connecticut Ave., Building 39, Suite 301Q  
Washington, DC 20008  
Attention: General Counsel

**XI. CONFIDENTIAL INFORMATION**

The Parties will use, restrict, safeguard, and dispose of all information related to services provided by this MOU in accordance with all relevant federal and local statutes, regulations, and policies.

**XII. LEGAL AUTHORITY**

[insert DC Code or DCMR reference that authorizes the activities under the MOU]

**XIII. FISCAL IMPACT [COST OF SERVICES]**

None. [Or Specific \$\$ Amount and Payment Process]

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as follows:

**[GOVERNMENT AGENCY]:**

\_\_\_\_\_  
[Name]  
[Title]

\_\_\_\_\_  
Date

**UDC:**

\_\_\_\_\_  
Ronald Mason, Jr.  
President

\_\_\_\_\_  
Date

*Reviewed by the Office of General Counsel for Legal Sufficiency:*

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date