

## **NON-GOVERNMENT MOU TEMPLATE INSTRUCTION SHEET**

### Title

- Insert the legal name of the applicable entity (often, we will be familiar with the entity's dba name, such as a "hospital" or "clinic", but the legal name will contain an identifier, such as "Inc." or "LLC").

### Section I, Introduction

- Insert the name of the applicable entity and its principal corporate address.

### Section II, Overview of Program Goals and Objectives

- a. Insert the purpose of the MOU
- b. Insert a description of the applicable UDC department or college that is performing or receiving services under the MOU
- c. Insert a description of the Company partnering with UDC

### Section III, Scope of Services

- a. List the agreed responsibilities for UDC
- b. List the agreed responsibilities for the partnering entity

### Section IV, Relationship Points of Contact

NOTE: These may be different from the names or points of contact set forth in Legal Notices.

- a. Insert the name of the UDC everyday point of contact
- b. Insert the name of the everyday point of contact for the partnering entity
- c. Insert the name of the partnering entity.

### Section V, Duration of this MOU

- a. Insert the start date and end date – NOTE: This must be within the same fiscal year if there will be any funds expended.
- b. Determine if there will be additional option years –maximum of four

### Section VIII, Indemnity; Insurance

- Standard general indemnity and insurance language. Required insurance coverage should be reviewed with risk management or OGC to determine whether specific additional policies should be identified in the MOU.

## Section IX, Termination

- Standard termination for convenience time period of 90 days. Confirm if more or less time is appropriate based on the specific activities.

## Section X, Anti-Deficiency Clause

- Standard Clause for non-government MOUs.

## Section XI, Legal Notices

NOTE: Insert contact information for the person for each party designated to receive legal notices. These should be persons or positions with authority in the Party, who one can expect to recognize the gravity of, e.g., an allegation of breach or a request to terminate. Consider inserting the head of program, or Vice President above the relevant program. Specifically:

- a. Insert contact name, address, email and phone number for the point person for the partnering entity.
- b. Insert contact name, address, email and phone number for UDC's point person.

## Section XII, Confidential Information

- Standard clause. May be expanded if the services implicate data sharing.

## Section XIV, Legal Authority

- Insert the relevant DC Code that authorizes the activities under the MOU – for example D.C. Official Code 38-1202.01(a)(2)<sup>1</sup>

## Section XV, Fiscal Impact or Cost of Services

- Determine whether there is no cost associated with the MOU or insert the actual dollar amount and the payment mechanism.

## Signature Page

- Insert name of partnering entity, name of signatory and title

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<sup>1</sup> (a) There is established a body corporate by name of the Board of Trustees of the University of the District of Columbia, which by that name and style shall have perpetual succession. It shall be charged with the responsibility of governing the University of the District of Columbia and shall possess all the powers necessary or convenient to accomplish the objects and perform the duties authorized by this section, and §§ [38-1202.06](#) and [38-1204.03](#), including the power to: —

(2) Make contracts;

**\*STANDARD CONTRACT LANGUAGE SHOULD NOT BE REVISED WITHOUT UDC OFFICE OF GENERAL COUNSEL APPROVAL. WHEN MAKING REVISIONS TO THIS TEMPLATE, TURN ON THE "MARK CHANGES" OR REDLINING FEATURE.**