

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA  
AND [LEGAL NAME OF ENTITY]**

**I. INTRODUCTION**

This Memorandum of Understanding (this “MOU”) is entered into between [Name of Entity], with an address of [Insert Address] (the “Company”) and the University of the District of Columbia, having an address of 4200 Connecticut Avenue, N.W., Washington, DC 20008 (“UDC”), each referred to as a “Party” and collectively referred to herein as the “Parties.”

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

The purpose of this MOU is to formalize the partnership between UDC and the Company to [insert purpose of MOU].

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

[Description of the Partner Entity].

**III. SCOPE OF SERVICES**

**A. RESPONSIBILITIES OF UDC**

UDC agrees to: [List the agreed responsibilities]

**B. RESPONSIBILITIES OF COMPANY**

The Company agrees to: [List the agreed responsibilities]

**IV. RELATIONSHIP POINTS OF CONTACT**

The primary point of contact for routine administration of this MOU is [INSERT UDC POC] for UDC and [INSERT COMPANY POC] for the Company. 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 THIS 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 [choose 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.

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, the University can designate other entities, including vendors and consultants, as “other school officials.” For purpose of this MOU only, the Program Director 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 Program Director, should he or she 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. INDEMNITY; INSURANCE**

Company shall indemnify and hold harmless UDC, its officers, employees, trustees, agents and students from and against any and all claims, damages, judgments, actions and causes of action, including but not limited to, the cost, expenses and reasonable legal fees incurred in defending any and all such claims, actions and lawsuits, arising by reason of the acts or omissions of Company in the course of Company's performance under this Agreement. UDC agrees to give Company written notice of all such claims, damages, judgments, actions, costs, expenses and legal fees within 30 days of becoming aware of the same.

Company shall provide and maintain adequate insurance coverage to address its risks and responsibilities hereunder, including [general liability insurance] in the amount of \$1 million per occurrence/\$3 million annually. Company shall furnish a Certificate of Insurance evidencing such insurance and shall provide UDC with written notice of the cancellation, modification or non-renewal of its applicable commercial insurance coverage upon the later of (a) thirty (30) days prior to, or (b) within five (5) business days of Company's actual notice of, such cancellation, modification or non-renewal.

## **IX. TERMINATION**

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

## **X. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that UDC's obligations to fulfill financial obligations of any kind under 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.

## **XI. LEGAL NOTICES**

The following individuals are the contact points for each Party:

*For the Company:*

[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

## **XII. 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.

## **XIII. MISCELLANEOUS**

By executing this MOU, each Party represents to the other Party that it is authorized to enter into this MOU, that the person signing on its behalf is duly authorized to execute this MOU, and that no other signatures are necessary. Nothing contained in this MOU shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between the Parties except as specifically stated herein. This MOU is made for the benefit of the Parties hereto and not for the benefit of any third party.

## **XIV. LEGAL AUTHORITY**

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

## **XV. FISCAL IMPACT**

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

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

**[INSERT NAME OF PARTNERING ENTITY]:**

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

[Title]

\_\_\_\_\_  
Date

**UNIVERSITY OF DISTRICT OF COLUMBIA:**

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date