**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

ON BEHALF OF ITS

**UC Cooperative Extension** (County) **County**

**4-H Youth Development Program**

AND

(Agency or Organization)

This Memorandum of Understanding (hereinafter referred to as “MOU”) is entered into by and between (Agency or Organization) who is (type of organization, i.e., “an incorporated, non-profit organization”) and The Regents of the University of California (hereinafter referred to as “UC”), on behalf of its UC Agriculture and Natural Resources (hereinafter referred to as “ANR”), and its UC Cooperative Extension (County) County (hereinafter referred to as “UCCE”).

1. PURPOSE

* 1. The (Agency or Organization) is a (insert descriptive term such as “educational organization,” “community-based institution,” and so on). The purpose of the (Agency or Organization) is to (insert description such as, “promote the health, safety and welfare of the youth of the County of \_\_\_\_\_,” “develop nutrition education and physical activity training and curriculum for adults working with youth,” and so on).

* 1. The mission of the 4-H Youth Development Program (“4-H YDP”) is to engage youth in reaching their fullest potential while advancing the field of youth development. The California 4-H YDP is administered through California county UC Cooperative Extension offices under the auspices of UC Agriculture and Natural Resources. UCCE is the entity responsible for the 4-H YDP in its entirety within (County) County. 4-H YDP decisions are the responsibility of the UCCE Director, in consultation with the UCCE 4-H Program Advisor (or “4-H P Program Representative,” as may be appropriate).

* 1. It is the intent of the parties to work together to (insert text such as, “educate 4-H members about canine health care, grooming, and obedience training; and about conformation skills for junior showmanship,” or similar descriptive wording explaining why 4-H YDP is collaborating with the external party. If desired, identify the target population and how they will benefit).

1. RESPONSIBILITIES OF THE PARTIES

* 1. Insert text describing the project in general, as well as the principle functions that each party will be responsible to perform. If fundraising is involved,

clearly state the purpose of the fundraising project and reference specific UCCE Director approval of both the fundraising activity as well as the use of funds.

* 1. Insert text summarizing responsibilities attributable to each of the parties. This would potentially include, but would not be limited to:

* + - * Attribution of personnel, space, space maintenance, equipment, equipment maintenance, educational materials, telecommunication connections, parking, and so on.
      * Responsibility for:
        + Project oversight
        + Project budget
        + Project timeline
        + Evaluation of project mission and outcomes
        + “Deliverables,” accountability and associated functions (such as reporting, e.g., who produces the report(s), how often, who approves, and so on).
      * Authorization to use the 4-H name and emblem (if applicable).
      * Authorization to use the name and emblem of the partner organization (if applicable).

Note: If desired, information regarding terms may be organized in two sub-sections beginning “The (Agency or Organization) agrees to…,” and “The UCCE 4-H YDP of (County or Counties) county agrees to…,” and a third sub-section listing the general or mutual responsibilities of both parties.

* 1. Decisions regarding the execution of the (project name) project are to be made

(insert text explaining how decisions about the project are to be made such as, “by a steering committee made up of three to five (3 – 5) members from each organization,” or similar descriptive wording).

* 1. UCCE is the entity responsible for the 4-H program in its entirety within (County or Counties) County. Program decisions are the responsibility of the UCCE Director, in consultation with the 4-H Advisor and/or Program Representative.

1. INDEPENDENCE OF PARTIES

Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, employee, or volunteer of the other party hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

1. INSURANCE

Both parties agree to provide and maintain, at their own expense, a program of insurance covering the activities and operations of their respective officers, agents and employees and contractors for the term of this MOU. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of $1,000,000 per occurrence and $2,000,000 in the aggregate. Upon request, the parties will provide each other evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance company.

1. INSURANCE COVERAGE FOR UC VOLUNTEERS

UCCE 4-H YDP enrolled volunteers are considered formal volunteers or agents of UC, and therefore are covered for their negligent acts or omissions by UC’s general liability self-insurance program while acting in the course and scope of their volunteerism for UC.

1. INDEMNIFICATION

* 1. The Regents of the University of California shall defend, indemnify and hold (Agency or Organization), its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents of the University of California, its officers, agents or employees.

* 1. (Agency or Organization) shall defend, indemnify and hold The Regents of the University of California, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of (Agency or Organization), its officers, agents or employees.

1. CRIMINAL HISTORY AND IDENTITY CHECK OF UC VOLUNTEERS

* 1. As described in its [Background Investigations Procedure Manual,](http://danr.ucop.edu/bipm/BackgroundSECTIONI.pdf) ANR strives to ensure the safety of everyone involved in its programs, especially youth. As a part of this effort UC requires a criminal history and identity check (i.e. fingerprinting) and submission of fingerprints to the Department of Justice, and/or the Federal Bureau of Investigation for certain formal volunteers and/or agents of UC. UC shall be responsible to:

* + 1. Determine whether such fingerprinting is required,

* + 1. Obtain the volunteers’ fingerprints, and

* + 1. Obtain criminal background clearance from the appropriate agency. UC reserves the right to decline the participation of any individual that does not pass the background clearance review to UC’s satisfaction.

* 1. (Agency or Organization) agrees to be responsible for criminal history and identity check review of all of its agents as the (Agency or Organization) deems appropriate. (Agency or Organization) understands that UC accepts no responsibility or liability for criminal history and identity check review of the agents of the (Agency or Organization).

* 1. (Agency or Organization) agrees to inform UC of any aspect of its operations that might present an especial risk to youth (e.g., convicted felony sex offender on staff, etc.). UC reserves the right to terminate its participation in this project should it judge such risks be unacceptable.

1. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively delivered to the other party at the following respective addresses:

* 1. For (Agency or Organization):

(Name, Title)

(Agency or Organization)

(Address)

(City, State, Zip)

* 1. For UC:

(Name), Director

Cooperative Extension (County or Counties)

(Address)

(City), California (Zip)

1. OTHER TERMS

* 1. Copyright: The University of California shall own, solely and exclusively, the copyright and all copyrights to any written or otherwise copyrightable material developed under this MOU.
  2. Logos: Where UCCE and (Agency or Organization) logos are used on any signage or documentation arising from this partnership, the logos of each party will be of equal size.
  3. Privacy Information: All parties shall endeavor to hold any personal information received in the course of this project confidential, to the greatest extent permitted by UC policy and applicable federal and state statutes.

* 1. Non-Discrimination:

1. In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the University of California, Division of Agriculture and Natural Resources (UC ANR) is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, age, disability, income derived from a public assistance program, or reprisal or retaliation for prior civil rights activity.
2. University policy is intended to be consistent with the provisions of applicable State and Federal laws.
   1. Modification: This MOU may be modified or amended with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least sixty (60) days in advance to allow for negotiation of said proposal.

* 1. Dispute Resolution: Should any conflict arise as the result of this MOU,

UCCE Director and the (insert title such as, “Executive Director”) of the (Agency or Organization) shall meet to resolve the conflict.

* 1. Term: This MOU will be in effect from the date of last signature below until (Month Day, Year). At the end of the period, this MOU may be reissued for another (insert number) year period (or insert other text stating agreed upon time frame for MOU renewal).

* 1. Termination: This MOU shall take effect upon the date of the last signature below, and shall remain in effect unless terminated by either party, for any reason, with ninety (90) days (or insert other time period as desired) advance written notice.

1. IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written below.

|  |  |
| --- | --- |
| (AGENCY OR ORGANIZATION)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Name, Title)  (Agency or Organization)  THE REGENTS OF THE UNIVERSITY OF CALIFORNIA | Date |

|  |  |
| --- | --- |
| Robin Sanchez, Director  Policies, Compliance, and Programmatic Agreements  University of California  Agriculture and Natural Resources | Date |