**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**BATON ROUGE COMMUNITY COLLEGE**

**AND**

**entity providing services**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “MOU”) is entered into by and between **Baton Rouge Community College** (201 Community College Drive, Baton Rouge, LA 70806) (hereinafter the “College”), a Louisiana public higher education entity, and **Name of Person/Entity providing services** (address)(hereinafter the “Other Party/Provider/Company”).

The parties agree to the following terms and conditions:

1. **SCOPE OF SERVICES**

Describe the services that will be provided.

1. College’s Responsibilities:

Describe the responsibilities of the College (Description of work, services and schedules).

1. Other Party’s Responsibilities:

Describe the responsibilities of the Other Party (Description of work, services and schedules).

1. **Term**

This MOU shall begin on mm/dd/yy and shall end on mm/dd/yy.

1. **payment terms**

(only include this clause if payment is being made to either party – delete entire section of not applicable)

Describe agreed upon payment terms (amount, frequency of payments, etc.).

1. **Compliance with Laws**

Each Party represents and warrants that it will comply with all applicable laws, ordinances, regulations and other governmental requirements applicable to its respective businesses and to the provision and receipt of services pursuant to this MOU.

This MOU shall be governed by and construed in accordance with the laws of the State of Louisiana.

1. **Independence**

The parties to this MOU shall each act in an independent capacity in the performance of their respective functions under this MOU, and neither party is to be considered the officer, agent, or employee of the other.

1. **Termination**

Either party may terminate this MOU at any time, with or without cause, and without penalty, upon giving the other party thirty (30) days written notice. In such case, the MOU shall be terminated without further acts by either party.

1. **remedies for default**

Any claim or controversy arising out of this MOU shall be resolved by the provisions of LSA-R.S. 39:1524 – 1526.

1. **Ownership**

Any records, reports, documents and other material delivered or transmitted to the Other Party by the College shall remain the property of the College, and shall be returned by Other Party to the College, at Other Party's expense, at termination or expiration of this MOU.

Any records, reports, documents, or other material related to this MOU and/or obtained or prepared by Other Party in connection with the performance of the services agreed to herein shall remain the property of the Other Party and a copy shall be provided to College at any time during or after termination of this MOU, upon request by College.

1. **Nonassignability**

The Other Party shall not assign any interest in this MOU by assignment, transfer, or novation, without prior written consent of the College.

1. **Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the Other Party which relate to this MOU.

1. **fiscal funding**

(only include this clause if payment is being made to either party – delete entire section of not applicable)

The continuation of this MOU is contingent upon the appropriation of funds to fulfill the requirements of the MOU by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the MOU, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the MOU, the MOU shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1. **Discrimination**

The Other Party agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Other Party agrees not to discriminate in its employment practices, and will render services under this MOU without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Other Party shall be grounds for termination of this MOU.

1. **INDEMNIFICATION**

The Other Party agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Other Party, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

1. **Warranties**

The parties hereby represent and warrant to each other that each has full power and authority to enter into and perform its responsibilities under this MOU and that the person signing this MOU on such Party’s behalf has been duly authorized and empowered to enter into this MOU.

1. **CONTACTS**

|  |  |  |
| --- | --- | --- |
| Baton Rouge Community College |  | Other Party's Business Name |
| ATTN: MOU Requestor |  | ATTN: Contact Name |
| 201 Community College Drive |  | Street Address |
| Baton Rouge, LA 70806 |  | City, State ZIP |
| Email Address |  | Email Address |
| Phone Number |  | Phone Number |

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU, which shall become effective upon the dates set forth below.

|  |  |  |
| --- | --- | --- |
| **WITNESSES (COLLEGE)** |  | **BATON ROUGE COMMUNITY COLLEGE** |
|  |  |  |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | **Requested by:** |
|  |  | Name: |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: |
|  |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| **Approved by (Department Head / Director):** |  | **Approved by (Department Vice Chancellor):** |
| Name: |  | Name: |
| Title: |  | Title: Vice Chancellor of |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
|  |  | **Approved by:** |
|  |  | Name: Helen Harris |
|  |  | Title: Vice Chancellor for Finance and Administration |
|  |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
|  |  |  |
|  |  | **Approved by Chancellor or Designee:** |
|  |  | Name:  |
|  |  | Title:  |
|  |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **WITNESSES (OTHER PARTY)** |  |  |
|  |  | **OTHER PARTY** |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ |