

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
FOR AND ON BEHALF OF
ALBANY STATE UNIVERSITY
AND**

This is a Memorandum of Understanding on the part of The Board of Regents of the University System of Georgia, by and on behalf of **Albany State University** (hereinafter referred to as “University”) and _____ (hereinafter referred to as “_____”). The University and _____ shall be hereinafter jointly referred to as the “Parties.”

A. PURPOSE

1. The purpose of this Memorandum of Understanding is to guide and direct the Parties respecting their collaborative relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide (to create, to develop, to sponsor, to support, etc.) [include descriptive overview of collaboration].
2. Neither Party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another or as to any third party. The understanding contained herein may be incorporated into and made a part of a subsequent agreement executed between the respective parties if future opportunities arise which support such development.

B. GENERAL UNDERSTANDING

1. The project(s), (*activity(ies), event(s), etc.*) herein described will consist of [*general description*] and cover [*dates of project*] or [such periods of time as may from time to time be mutually agreed upon by the Institution and _____].
2. [*Provide additional description about project objectives, goals, etc., particularly as it relates to commonly embraced goals of both Parties.*]
3. If funding is needed to initiate and/or implement this project (*activity, event, etc.*), failure to secure appropriate financial assistance, grant dollars, or donations shall relieve each Party of any responsibility to continue this collaboration and shall provide cause for the immediate termination of this MOU.
4. If student involvement is necessary for the implementation of this project (*event, activity, etc.*) and student information is made accessible by student consent, _____ agrees to adhere to the requirements of the Family Educational Rights and Privacy Act of 1974, as amended. _____ furthermore agrees to exercise the same due diligence protection given by University to any student educational records.

C. _____ RESPONSIBILITIES

1. The _____ will [description of key responsibilities of Party]
2. The _____ will provide ...
3. The _____ staff shall...

D. UNIVERSITY RESPONSIBILITIES

1. The University will [description of key University responsibilities....]
2. The University will...
3. The University will...
4. The University will...

E. MUTUAL RESPONSIBILITIES

1. The Parties will work together to _____. At the request of either Party, a meeting or conference will be held between _____ and University representatives to resolve any problems or develop any improvements in the operation of this Memorandum.
2. The relationship created by this MOU is intended solely for the mutual benefit of the Parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the _____ and the University.
3. Neither Party is an agent, employee, or servant of the other. The Parties acknowledge and agree that other participants in this collaboration are not employees of the Parties solely as a result of this engagement. Neither Party assumes any responsibility that may be imposed upon an employer under any law, regulation or ordinance as to any participant who is not an employee of that respective Party. Participants in this arrangement shall in no way hold themselves out as employees of the University or _____ unless a separate contract of employment has been executed.
4. This Memorandum of Understanding shall be governed by, construed, and applied in accordance with the laws of the State of Georgia.

5. This Memorandum of Understanding shall supersede any and all previously executed Memoranda of Understanding between the Parties.
6. The Parties shall comply with the University System of Georgia Board of Regents Ethics Policy (Board Policy 8.2.18). The University prohibits any form of discrimination, harassment or retaliation against or by any member of the faculty, staff, administration, student body, volunteers, or visitors based upon race, color, religion, sex, national origin, age, whistle-blower status, disability, gender identity or expression, genetics, or any other characteristic protected by state or federal law.

F. DURATION OF AGREEMENT

1. This MOU will become effective when signed by all Parties. This MOU will remain in effect for _____ year(s), but no longer than three (3) years from the date of the last signature. This MOU constitutes the entire agreement of the parties and may not be amended or revoked except by a written agreement signed by each party. Amendments may be added at any time as long as all parties agree to the additional requests and terms.
2. This MOU may be terminated by written mutual consent and thirty (30) days advance written notice by all parties Party; provided, however, that any Students then appropriately participating in an ongoing field and clinical program shall be permitted to complete their experience based on the agreed program period.
3. The Parties will conduct an annual review of this MOU to ensure compliance with any legal and/or organizational change for either Party. Upon said review, each Party agrees to provide written notification, not less than thirty (30) days prior to the end of the term to the other Party regarding the revisions needed to bring the MOU into compliance with the legal and structural operations of each entity.

G. STATEMENT OF AFFIRMATION

1. This MOU is affirmed as to the intent, terms, and obligation set forth herein, with all rights and obligations that would apply pursuant to the standard and common interpretation that governs. The signing of this MOU does not create liability for either Party for any damages incurred to persons or property as a result of the activities of either Party. Each Party shall be responsible for its negligent acts or omissions and the negligent acts of omissions of its employees, officers, or directors, to the extent allowed by law.

All notices under this MOU shall be deemed duly given, upon delivery, if delivered by hand, or three days after posting, if sent by Registered or Certified Mail, to a Party hereto at the address set forth below or to such other address as a Party may designate by notice pursuant hereto:

University:

(Referred Name of Other Party):

Marion Ross Fedrick (or other designee)
President

Name of Official
Title

