

SAMPLE MEMORANDUM OF UNDERSTANDING

between LOYOLA UNIVERSITY NEW ORLEANS
and
CLIENT
(partner agency for **CLASS** and **SEMESTER**)

This Agreement is entered into this May 20, 2104 between Loyola University New Orleans and Foundation for Louisiana, hereinafter referred to as "agency." The signing of this agreement indicates that the parties are entering into an active service-learning partnership for the length of time designated below. This agreement describes the two-way responsibilities and expectations of this partnership.

RESPONSIBILITIES AND EXPECTATIONS OF LOYOLA UNIVERSITY NEW ORLEANS

1. The person listed below will serve as the designated service-learning liaison to your agency:
Name **FACULTY MEMBER**
Phone **PHONE FOR FACULTY MEMBER**
Email **EMAIL FOR FACULTY MEMBER**
2. Designated liaison will communicate with your agency in a timely and responsive manner throughout the year and provide your agency with the information it needs in order to effectively host service-learning activities.
3. Designated liaison will collaborate with staff members at your agency to organize service-learning activities, including drafting scope-of-work documents, planning service activities and tasks, and/or assigning students to tasks.
4. Designated liaison will collaborate with staff members at your agency to develop a sound method for accurately tracking and verifying time spent by students on service-learning activities.
5. Designated liaison will collaborate with staff members at your agency to develop a method for candidly assessing and evaluating the quality of students' work on behalf of your agency.

RESPONSIBILITIES AND EXPECTATIONS OF AGENCY

1. Agency will communicate with Loyola liaisons, students, staff and faculty in a timely and responsive manner throughout the year and provide Loyola with the information it needs in order to facilitate service-learning activities.
2. Agency will read and review all communications from Loyola.
3. Agency will notify Loyola immediately about changes to program locations or program offerings, key staff turnover, funding interruptions or other programmatically significant matters.
4. Agency staff will collaborate with Loyola liaisons to organize service-learning activities, including drafting scope-of-work documents, planning service activities and tasks, and/or assigning students to tasks.
5. Agency staff will ensure that any pre-service requirements are completed in a timely and efficient manner.
6. Agency staff will work with Loyola liaisons to ensure that students receive initial and ongoing training to service-learning students adequate to teach them to perform their tasks, function well within the agency, develop their skills, and effectively respond to the agency's needs.
7. Agency agrees that under no circumstances may Loyola service-learning students receive monetary compensation for their service learning or substitute paid work at a partner agency for service learning hours.
8. Agency hereby designates the following primary liaison for Loyola service-learning activities.

Primary liaison

Name **NONPROFIT PARTNER LIAISON**
Phone **NONPROFIT PARTNER LIAISON PHONE**
Email **NONPROFIT PARTNER LIAISON EMAIL**

9. Agency agrees that the primary liaison named above is responsible for the following:
- a. submitting complete and accurate agency information to Loyola liaisons;
 - b. orienting service-learning students to program tasks and sites as needed;
 - c. providing supervision to Loyola students and monitoring their progress;
 - d. providing feedback to Loyola students, faculty, staff and liaisons as needed;
 - e. communicating regularly with liaisons, students and Loyola as needed;
 - f. verifying the time spent by Loyola students on service-learning activities and evaluating the quality of students' work;
 - g. responding to service-learning assessments from Loyola University.
10. Agency agrees to provide complete transparency regarding organization information (e.g., budget, staff, board, 501(c)(3) certification) as it relates to the needs of the service-learning students in their work for the agency.

Additional stipulations may be stated, based on the needs of the class and the nonprofit partner.

GENERAL PROVISIONS

Indemnification

The agency shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. Loyola University New Orleans shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the agency and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The agency shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$ 2,000,000 General Aggregate.

Status of Students/Volunteers

Students/Volunteers shall at no time throughout this agreement be considered officers, employees, agents of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of Louisiana. Venue for any legal proceedings arising from, or in relation to, this agreement shall lie in Orleans Parish, Louisiana.

Assignments

Without written consent of the Loyola University New Orleans, this agreement is not assignable by the agency either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

Alternative Dispute Resolution

The parties agree that in the event of any dispute arising under, or relating to, this Agreement, parties shall make a good faith attempt to resolve such dispute by mediation, on such terms as the parties find acceptable. The mediation shall take place in Orleans Parish, in the state of Louisiana. Each party shall bear the cost of its own legal fees and expenses.

Force Majeure

In the event the premises are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, Loyola University New Orleans may terminate this agreement by written notice following such casualty and Loyola University New Orleans shall not be responsible for any damages sustained by user but user shall be entitled to a pro rate return of any sum paid or any other acceptable arrangement mutually agreed to by the parties. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of Loyola University New Orleans.

Length of Agreement

The university and partner agency have reached this agreement for the term beginning **START DATE** until **END DATE**.

This document reflects my understanding of the relationship.

PARTNER AGENCY

LOYOLA UNIVERSITY NEW ORLEANS

Authorized Signature/Liaison

Print Name

Print Title

NAME OF OCELTS DIRECTOR
Director of Service Learning

Authorized Signature/CEO or executive director

Print Name

Print Title

LOYOLA faculty member