

**MEMORANDUM OF UNDERSTANDING
BETWEEN HARTNELL COMMUNITY COLLEGE DISTRICT
AND [AGENCY]**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Hartnell Community College District, and the [agency name].

2. **Purpose.** In consideration of the mutual promises set forth below, the District and (vendor name) (“parties”) agree as follows:

3. **Term and Termination of MOU.** The term of this Agreement is from Date to Date. Either party may, at its option, terminate this Agreement upon giving thirty (30) days advance notice in writing to the other party in the manner herein specified by Paragraph 19, “Notices.” Should such termination occur, both parties agree to use all reasonable efforts to mitigate their expenses and obligations thereunder. Prior to such termination which could not be avoided by reasonable efforts, payment shall occur for all satisfactory services rendered and expenses incurred, but not in excess of the agreed-upon maximum payable. Such termination shall be in addition to, and not in lieu of, any other legal remedies provided by this contract or by law. No work set forth in this contract shall commence until this contract is fully executed by all parties.

4. **Compensation for Services** There shall be no monetary obligation on the District or the (vendor name), one to the other.

7. **Collaboration.** Each party shall undertake a cooperative role in taking effective actions and timely execution of documents as appropriate for the mutual benefit of achieving the objectives of this Agreement. District understands and acknowledges that any delay in actions necessary to meet District’s obligations under this Agreement, may result in additional fees levied by the Contractor or the Contractor’s inability to meet specific obligations or deadlines required to fulfill this Agreement. The outcome of such an event shall not be considered non-performance by Contactor.

8. **Limitation of Liability.** In no event shall either party be liable for any indirect, incidental, or consequential damages or damages for loss of profits, revenue, data, or use incurred by either party or any third party, whether in an action in contract or tort, statute, or otherwise, even if the other party has been advised of the possibility of such damages. (vendor name)’s liability to the District or any other third party, for damages hereunder shall in no event exceed the amount of fees paid by District under this Agreement for the particular service provided giving rise to the claim. The provisions of this Agreement allocate the risks between (vendor name) and District.

9. **Hold Harmless and Indemnification.**

9.1. District agrees to defend, indemnify, and hold harmless (vendor name), its officers, agents, and employees from and against any and all liability, loss, expense, attorney’s fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of District in the performance of this Agreement.

9.2. (vendor name) agrees to defend, indemnify, and hold harmless District, its Board members, officers, agents, and employees from and against any and all liability, loss, expense, attorney’s

fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of (vendor name) in the performance of this Agreement.

10. Insurance.

10.1. Both parties will each maintain general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000) during the term of this Agreement and any extensions thereof. Such insurance will be maintained with an insurance company or companies authorized to do insurance business in the State of California, and with respect to District, a company authorized to do business with joint powers agencies formed by college districts or other educational institutions for the purpose of liability insurance coverage, or by a system of self-insurance. The insurance policies in force will not be altered, reduced, or terminated without a prior ninety (90) day written notice to the other party as specified in Paragraph 19 “Notices.”

10.2. (vendor name) shall endeavor to file a current Certificate of Insurance upon execution of this Agreement and with each renewal of policy throughout the term of this Agreement. In the event that liability insurance is terminated or altered, each party, in its sole discretion, will have the right to terminate this Agreement upon written notification to the other as specified in such termination to take effect immediately upon delivery of the written notification.

10.3. For paid internships only, students may be eligible for workers’ compensation insurance, benefits, and/or compensation of other types which would be the responsibility of the (vendor name) to determine and provide as required by law.

11. Licenses & Assurances. (vendor name) assures that (vendor name) possesses the required licenses or expertise to perform all of the services which it has agreed to perform pursuant to this Agreement. (vendor name) will maintain appropriate or required licensure in full force and effect during the term of this Agreement.

12. Standard Care. The (vendor name) warrants that (vendor name)’s services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantees are included or intended in this Agreement, or in any report, opinion, deliverable work product, document, or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. This section sets forth the only warranties provided by the consultant concerning the services and related work product. This warranty is made expressly in lieu of all other warranties, express or implied, including, without limitation, any implied warranties of fitness for a particular purpose, merchantability, non-infringement, title, or otherwise.

13. Confidentiality. (vendor name) and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws that provide for the confidentiality of records and other information. (vendor name) shall not disclose any confidential records or other confidential information received from the District or prepared in connection with the performance of this Agreement, unless (vendor name) is specifically authorized in writing to disclose such records or information. (vendor name) shall promptly transmit to District any and all requests for disclosure of any such confidential records or information. (vendor name) shall not use any confidential information gained by (vendor name) in the performance of this Agreement except for the sole purpose of carrying out (vendor name)’s obligations under this Agreement.

14. Rights Granted. The District and (vendor name) shall each have the right to use all data, reports, or records collected or generated under this Agreement only in the context and for the purposes

intended, without written permission by the other party. Nothing in this Agreement shall prohibit or limit the use of ideas, adaptations, formats, concepts, know-how, methods, models, data, techniques, skill knowledge, or experience utilized, developed or gained by either party in connection with this Agreement. The Agreement shall not create any rights or benefits to any persons or entities other than the District and (vendor name).

15. Non-Discrimination. During the performance of this Agreement, neither the District nor the (vendor name) will unlawfully discriminate, harass, or allow harassment against any employee or student on the basis of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including cancer), age, marital status, or sexual orientation. Both parties will ensure that the evaluation and treatment of their employees and all persons requesting and receiving services, are free from such discrimination and harassment.

16. Drug-Free Workplace. (vendor name) certifies that it will or will continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1998.

17. Notices. Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours (three (3) days) from the time of mailing if mailed as specified in this paragraph. Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed as follows:

Hartnell Community College District
Attention: Vice President of Administrative
Services
411 Central Avenue
Salinas, CA 93901

(vendor name)'s name
Attention: **Name**
Address
City, State ZIP

18. In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date first above-written.

The effective date of this MOU is the date of the signature last affixed to this page.

[AGENCY]

[Name and Title] Date

Hartnell Community College District

Michael Gutierrez Date
Superintendent/President