Memorandum of Understanding
Between
The Board of Trustees of the California State University System, on behalf of California State University East Bay
And
XXX

This Memorandum of Understanding (“MOU”) is entered into on this xxxxxx, 2017 by and between the xxxxxxxxxxxx and the Board of Trustees of the California State University system, on behalf of California State University East Bay (“CSUEB”).

RECITALS

WHEREAS, the xxx and CSUEB desire to establish their relationship in which CSUEB and xxx collaborate on a variety of programs; and

WHEREAS, an example of such a program is the Pioneers for Sustainable Communities (P4SC) Project; and

WHEREAS, the collaboration between the parties may give rise to specific projects in which CSUEB may be able to assist the xxx with an issue, concern, or problem; and

WHEREAS, the purpose of this MOU is to outline the general parameters of the collaboration; and

WHEREAS, the xxx and CSUEB will enter into a separate Project Agreement for each project;

NOW THEREFORE, the xxx and CSUEB agree as follows:

1. **Project Agreement.** The xxx and CSUEB shall enter into a separate Project Agreement for each project. A copy of the template for the Project Agreement is attached to this MOU as Exhibit “A”. CSUEB and xxx agree to each and every provision of the attached Project Agreement.

2. **General Responsibilities of the xxx.** The xxx shall:

   A. Work with CSUEB to develop potential projects;
Exhibit A

B. Provide information in support of each project including, but not limited to, reports, designs, plans, and data sets;

C. Assist CSUEB with identifying stakeholders, public engagement activities, and community contacts in support of each project, as applicable;

D. Host student field trips to help establish the context for projects, as applicable;

F. Compensate CSUEB for the performance of obligation for each Project as follows; CSUEB’s fee for the performance shall be based on the time and materials expended by CSUEB in furtherance of the Project, consistent with the Project as set forth in each Project Agreement. In no event shall xxx be obligated to pay more for a particular Project than the maximum sum identified in the Project Agreement, nor shall the exhaustion of the maximum amount payable under this Agreement relieve CSUEB for its obligations as set forth herein. Total compensation paid by xxx to CSUEB pursuant to this Agreement shall not exceed:

xxx: $150,000; and

G. Receive flat rate invoices from CSUEB within forty-five (45) days following the completion of each academic semester. The xxx shall ensure that payment of the invoiced amount is made to CSUEB no later than 30 days after receipt of the invoice.

2. General Responsibilities of CSUEB. CSUEB shall:

A. Assign qualified students to work on each specific project;

B. Assign qualified faculty member(s) to supervise the performance of the student(s) on the specific projects;

C. Assist with the development of a scope of work for each project;

D. Provide logistical support for each project; and

E. Develop communications about the Programs and the specific projects.

3. Effective Date and Length of the MOU. This MOU will become effective on xxx, 2017. The duration of this MOU is for the period of 1 year, from xxx, 2017, through xxx, 2018.
4. **Contacts.** The parties shall assign a contact person who shall have responsibility for the execution and progress of this MOU.

The contact person for the xxx:

- **NAME**
- **TITLE**
- **xxx**
- **(Address)**

The contact person for CSUEB:

- Chris Lam Vasquez
- Contract Administrator
- Procurement Services
- California State University East Bay
- 25800 Carlos Bee Blvd
- SA 2750
- Hayward, CA 94542

5. **Termination.** This Agreement may be terminated with or without cause by either party. Termination shall be effective upon thirty (30) day’s written notice to the other party.

6. **Assignment.** Neither this MOU nor any interest herein may be assigned by either party without the prior written consent of the other party. Neither party shall subcontract to any other person, entity or agency the performance of any of its obligations under this MOU without the prior written consent of the other party.

7. **Capacity and Authority.** All individuals signing this MOU represent and warrant that they have the necessary capacity and authority to act for, sign and bind the respective party on whose behalf they are signing.

8. **Miscellaneous Provisions.**

   A. **Captions.** Any captions to, or headings of, the sections or subsections of this MOU are solely for the convenience of the Parties, are not a part of this MOU, and shall not be used for the interpretation or determination of the validity of this MOU or any provision hereof.
B. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this MOU shall not be deemed to confer any rights upon, or obligate the Parties, to any person or entity other than the parties hereto.

C. *Exhibits and Schedules.* Any Exhibits and Schedules attached to this MOU are incorporated into this MOU by this reference for all purposes.

D. *Amendment to this MOU.* The terms of this MOU may not be modified or amended except by an instrument in writing executed by each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU on the date and year first above written.

XXX

CALIFORNIA STATE UNIVERSITY EAST BAY

By: ____________________________
Robert Todaro
Director, Procurement Services
Procurement & Support Services

By: ____________________________
Edward Inch
Provost &
Vice President of Academic Affairs

APPROVED AS TO FORM:

XXX