**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE [AGENCY NAME]**

**AND**

 **THE [AGENCY NAME]**

**Contract # \_\_\_\_\_\_\_\_\_\_\_**

This Memorandum of Understanding (“MOU”) is entered into by and between the [AGENCY NAME] (“ACRONYM”) and the [AGENCY NAME] (“ACRONYM”), hereinafter referred to as a “Party” or “Parties”. In consideration of the mutual understandings and covenants set forth herein, the Parties agree as follows:

**1. PURPOSE**

**2. PROVISIONS**

A. [AGENCY A] agrees to:

 (1)

 (2)

 (3)

 B. [AGENCY B] agrees to

 (1)

 (2)

 (3)

**3. CONSIDERATION**

**4. TERM**

This MOU shall be effective for \_\_\_ (\_) years, beginning on \_\_\_\_\_\_, and terminating on \_\_\_\_\_\_\_.

**5. MODIFICATION AND TERMINATION**

A. This MOU may be amended and/or extended by mutual agreement of the Parties. Any such amendment or extension shall be by written mutual consent of the Parties with the same formality as this original MOU.

 B. This MOU may be terminated in whole or in part by either Party, upon ninety (30) days’ written notice, if such Party determines that termination is in its best interest.

C. If either Party has failed to comply with the terms of this MOU, either Party may, upon thirty (30) days prior written notice to the other Party, terminate this MOU. The notice of termination shall state the reason(s) for the termination and the effective date.

 D. No waiver of any provision hereunder shall operate as an amendment or bind a Party to a future waiver of the same unless incorporated in an amendment under 5.A herein.

 E. This MOU may be rendered null and void, in whole or in part, by changes in federal or state law, or if funding and appropriations prevent any party from fulfilling its terms. In such an event, each Party agrees to notify the other Parties as soon as possible.

F. If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support the continuation of this MOU, the MOU shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**6. SEVERABILITY**

If any provision of this MOU is found unenforceable, the remaining provisions shall continue in full force and effect.

**7. NOTICE TO PARTIES**

Where written notice is required under this MOU, it shall be provided to the following agency contacts**:**

 [**AGENCY A**]:

 NAME

 TITLE

 ADDRESS

 Email: \_\_\_\_\_\_\_

[**AGENCY B**]**:**

NAME

 TITLE

 ADDRESS

 Email: \_\_\_\_\_\_\_

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member or officer of the agreeing Party.  Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this MOU other than that which appears upon the face hereof.   **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the MOU, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**In Witness Whereof**, each Party, through their duly authorized representatives, entered into this MOU.  The Parties, having read and understood the foregoing terms of this MOU, do by their respective signatures dated below agree to the terms thereof.

[**AGENCY A**]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME & TITLE Date

[**AGENCY B**]**:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME & TITLE Date

**Approved by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_: (if applicable)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME & TITLE Date