**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

ON BEHALF OF ITS

**UC Cooperative Extension** (County) **County**

(Program Name, e.g., UC Cal-Fresh, etc.)

AND

(Cooperator Name (e.g., School District, Housing Authority, etc.))

This Memorandum of Understanding (“MOU”) is entered into by and between (Other Party (e.g., San Mateo County School District, Los Angeles Housing Authority, etc.,)) (“Cooperator”) and The Regents of the University of California, on behalf of its UC Agricultural and Natural Resources and its UC Cooperative Extension (county) County (collectively, “University”).

1. PURPOSE

The purpose of this MOU is to (insert a few sentences describing the nature of the collaboration, this is a brief overview that will be more detailed below, in Exhibit A) (“Project”), as further described in Exhibit A, Project Description, which is hereby attached and incorporated by reference.

University is hereby authorized to use facilities of the Cooperator at the following location:

(Location (e.g., “Acme School Auditorium,” etc., and physical address)

1. TERM

This MOU is to be in effect from the date of last signature below until (month, date, year).

1. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively delivered to the other party at the following respective addresses:

For Cooperator:

(Name, Title)

(Agency or Organization)

(Address)

(City, State, Zip)

Email:

For University:

(Name), UCCE County Director

UC Cooperative Extension (County) County

(Address)

(City), California (Zip)

Email:

1. EDUCATION CODE COMPLIANCE

University certifies its compliance with Education Code sections 45125.1 and 49406.1, as further described in Exhibit B, “Fingerprinting/Criminal Background Investigation Letter and Tuberculosis Compliance.” (Delete this section if Cooperator is NOT a school district)

1. INSURANCE

Both parties agree to provide and maintain, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees for the term of this MOU. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of $1,000,000 per occurrence and $2,000,000 in the aggregate. Upon request, the parties will provide each other evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance issuer or program of self-insurance.

1. INDEMNIFICATION

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding (MOU) but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Cooperator, its officers, agents or employees.

1. EXECUTION

This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.

This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the latest date of execution set forth below.

Cooperator

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(Name, Title) Date

(Agency or Organization)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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Robin Sanchez, Director Date

Policies, Compliance and Programmatic Agreements

University of California Agriculture and Natural Resources

**EXHIBIT A: PROJECT DESCRIPTION**

Use of this Exhibit A is optional. It may be used if either party would like to record additional agreements concerning the program. Examples of the kind of information that might be included in Exhibit A include (but are not limited to) the following:

* Expanded program description
* Information regarding location (if needed, e.g., how to gain access, hours of operation, parking restrictions, etc.,)
* Other information important to either or both of the parties (if needed, e.g., roles, responsibilities, expectations, obligations, “deliverables,” financial matters, etc.).

**EXHIBIT B:** **Fingerprinting/Criminal Background Investigation LETTER and Tuberculosis COMPLIANCE**

University of California’s Fingerprinting/Criminal Background Investigation and Tuberculosis (Education Code sections 45125.1 and 49406.1) Compliance

To whom it may concern:

University certifies that University has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all University’s officers, agents and employees (“Employees”) regardless of whether those Employees are paid or unpaid, who may have contact with Cooperator pupils in the course of providing services pursuant to this MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Employees who may come in contact with Cooperator pupils during University’s performance of this MOU shall be furnished upon request.

University’s responsibility for tuberculosis clearance extends to all of its Employees coming into contact with Cooperator pupils regardless of whether they are designated as employees. University certifies that University has complied with the tuberculosis requirements of Education Code section 49406.1 with respect to all University Employees who may have contact with Cooperator pupils in the course of providing services pursuant to this MOU, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1.

Cooperator will be responsible for collecting page 3 of the “California School Employee Tuberculosis Risk Assessment Questionnaire,” titled “Certificate of Completion, Tuberculosis Risk Assessment and/or Examination,” as provided by the California Department of Public Health and the California Tuberculosis Controllers Association, from University Employees. Cooperator will be responsible for subsequent certificates of completion as required by California State law.

California School Employee Tuberculosis Risk Assessment Questionnaire can be located at the California Department of Public Health’s website, Tuberculosis Control Branch: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TBCB.aspx>.