

Responsible Officer:	Catherine Montano
Responsible Office:	Administrative Policies and Business Contracts
Issuance Date:	08/01/2011
Effective Date:	08/01/2012
Last Review Date:	08/01/2012
Scope:	MOUs

Contact:	Catherine Montano
Title:	Controller
Email:	catherine.montano@ucop.edu
Phone:	(510) 676 – 5727
Contact:	Robin Sanchez
Title:	Principal Analyst
Email:	rgsanchez@ucanr.edu
Phone:	(916) 750 – 1235

TABLE OF CONTENTS

I. POLICY SUMMARY	2
II. DEFINITIONS	2
III. POLICY TEXT	2
IV. COMPLIANCE / RESPONSIBILITIES.....	5
V. PROCEDURES	6
VI. RELATED INFORMATION	11
VII. FREQUENTLY ASKED QUESTIONS	11
VIII. REVISION HISTORY	11

I. POLICY SUMMARY

This section of the ANR Administrative Handbook does not address memoranda of understanding (MOUs) with California counties for the establishment and continuation of the UC Cooperative Extension program. For information on such MOUs, please contact the Coordinator, Administrative Policies & Business Contracts.

The University of California's (UC) division of Agriculture and Natural Resources (ANR) frequently collaborates with external (non-UC) agencies to provide programs and services in the furtherance of ANR's mission. As well, ANR makes collaborative agreements internal to the University (such as between ANR and a campus), and internal to ANR (such as between county-based Cooperative Extension (CE) offices and Statewide Programs). Memoranda of Understanding (MOUs) record the terms of the agreements reached between the parties and provide a mechanism for the management of those partnerships. This [Handbook](#) section intended to provide administrative guidance to those working with such programmatic MOUs.

Within the [Office of the Controller and Business Services Director](#) (OCBS), the [Administrative Policies and Business Contracts](#) unit has responsibility for MOUs. The information presented here is general, but each MOU is specific and unique. If you have questions and/or are experiencing any administrative difficulty with an MOU, please contact ANR's [Administrative Policies and Business Contracts](#) unit for assistance.

II. DEFINITIONS

An **MOU** is a statement of understanding between two or more parties that establishes a mutually beneficial exchange of services and/or resources. MOUs are the right form of agreement to use when ANR wishes to create partnerships with other entities to deliver programs and provide supportive services. A MOU will serve as a basis of collaboration by outlining the parties' commitment to work together toward the same purpose or goal. MOUs provide a general description of the agreement reached, and record the responsibilities assumed by each of the parties in pursuit of specific objectives.

MOUs can usually be processed relatively quickly and modified without lengthy negotiations.

Within the ANR environment MOUs do not usually involve the exchange of funding and/or other monies.

As a general rule, **MOUs do not usually include the following.**

Funding or Other Monies: Agreements with monetary provisions usually require redirection to the ANR [Office of Contracts and Grants](#) for processing.

Gifts: Agreements with gift provisions usually require redirection to the ANR [Office of Development Services](#) for processing.

Facilities Use Agreements (FUAs), Leases and Licenses: Agreements related

to leasing and licensing transactions usually require redirection to the ANR [Office of Risk Services](#) for processing.

Business Contracts and Independent Consulting Agreements: MOUs do not typically address business transactions (e.g., buying equipment, etc.). For assistance with such transactions, contact the [Business Operations Center-Kearney](#) (“BOC-Kearney”- for personnel associated with Cooperative Extension offices) or the [Business Operations Center-Davis](#) (“BOC Davis” - for personnel associated with Research & Extension Centers (RECs), Statewide Programs, and ANR service units located in Davis).

Sometimes the opportunity being pursued does not fit neatly into one of the above categories, or it fits into two or more of them simultaneously. For example, the proposed collaboration may involve the use of the external party’s facility (an FUA), as well as program delivery (an MOU). ANR personnel dealing with such a situation should consult with ANR’s [Administrative Policies and Business Contracts](#) unit. In turn, that unit will involve other ANR administrative offices (such as Risk Services, Contracts and Grants, etc.) as may be necessary. Together they will identify the type of contract best suited to the subject situation.

External MOUs define a relationship between UC and the external party and create a clear record of the commitments to be undertaken by each. [Note: throughout the remainder of this document the non-ANR party or parties may also be referred to as the “potential partner” or the “partner”.] It is especially important to issue an MOU if the parties will share resources and/or responsibilities over a period of time. As well, it is critical to address the assignment of risk. Depending on the nature of the collaboration, it may also be important to address responsibility for background screening.

Internal MOUs define a relationship between two or more UC units. As all units within the UC organization fall under similar control structures, internal MOUs do not usually need to address the legal/risk issues associated with working with an external partner.

III. POLICY TEXT

A. Deciding When To Issue An MOU

1. As a broad generalization, an MOU is appropriate for situations, which seem to present some level of risk greater than that of standard operations, and/or to involve a commitment of significant importance to UC.
2. The decision to initiate a MOU can come down to a judgment call. Appendix A provides guidance by indicating whether or not an MOU is needed in several “real world” situations. Please contact ANR’s [Administrative Policies and Business Contracts](#) unit for assistance in evaluating the need for an MOU.
3. The decision not to initiate a formal MOU processed by the ANR [Administrative Policies and Business Contracts](#) unit does not preclude the issuance of written

confirmation between ANR (e.g., a UCCE office, a Research and Extension Center, etc.) and its potential partner. However, such documentation should not be referred to as a “Memorandum of Understanding.” Rather, the term “Letter of Agreement” would usually be appropriate. ANR’s [Administrative Policies and Business Contracts](#) can provide further information as may be needed.

B. 4-H MOUS

MOUs are frequently needed in the delivery of the 4-H California Youth Development Program (4-H YDP). Please see Appendix B for additional information and a template 4-H MOU.

C. MGP MOUS

MOUs are often needed in the delivery of the UCCE Master Gardener Program (MGP). Please see Appendix C for additional information and a template MGP MOU.

D. MOUs Regarding The Assignment Of ANR Academic Appointees

An MOU may be appropriate if an academic appointee will be assigned to more than one ANR unit (e.g., a county-based Cooperative Extension Advisor who is also affiliated with a Statewide Program). For samples of such MOUs and related information, contact [Administrative Policies and Business Contracts](#). Any such MOUs will be coordinated with ANR’s [Academic Personnel](#) unit. [Note: for the sake of brevity, throughout the remainder of this document the initiator of the MOU (i.e., the ANR academic appointee) will be referred to simply as the “academic”.]

E. Space Sharing MOUs

It is strongly suggested that an MOU be issued when an ANR office wishes to give or receive the use of space at a campus or other UC entity that is external to ANR. For samples of such MOUs and related information, contact [Administrative Policies and Business Contracts](#).

F. Addendum To MOUs

Issuance of an addendum is strongly encouraged whenever the parties to the MOU agree upon a material change to the existing MOU, or agree to a new provision. Please see Appendix D for additional information and a template addendum.

G. FSNEP MOUs

Most Food Stamp Nutrition Education Program (FSNEP) MOUs are an exception to the above-described process. Such funding and/or cost-sharing agreements between a UCCE county office and their programmatic partner (i.e., a school district, etc.) should usually be processed by the [UCD-FSNEP statewide office](#) as per their established procedures. Contact information is available [here](#).

IV. COMPLIANCE / RESPONSIBILITIES

A. Elements Of An MOU

An MOU generally contains a standard series of elements describing the purpose of the relationship and the obligations of the parties. Common elements usually include:

1. Identification of Parties

This section must clearly and properly identify all of the parties to the MOU. If desired, other key groups involved in executing the objectives of the MOU may be referenced, provided that it is clear that these groups are not “named” parties to the MOU. All “named” parties (and only the “named” parties) must sign the MOU.

2. Statement of Purpose

This section should outline the purpose for the MOU itself. In the ANR environment, MOUs often emphasize cooperation and coordination between the parties. Given the open nature of such an MOU, they will also often reflect that the parties “commit to” or “undertake” their various responsibilities. Generally, the provisions in the MOU should be broad in scope. However, depending on the nature of the relationship contemplated in the MOU, the text may be more specific if appropriate to that particular agreement.

3. Responsibilities of the Parties

- a. This section should clearly delineate the responsibilities of each party. The section is usually broken down into subsections, one for each of the parties to the MOU, with another regarding general or mutual responsibilities of both parties.
- b. The principal functions that each party will be responsible to perform should be identified and outlined. A comprehensive list of the specific duties, however, does not need to be included. If desired, details that are inappropriate for the body of the MOU may be attached as exhibits, or recorded in other forms of written communication.

4. Risk and Liability

- a. The assignment of risk is a critical element of any MOU. UC’s standard text should be used and is available from [Administrative Policies & Business Contracts](#). If the potential partner wants to use wording of their own, [Administrative Policies & Business Contracts](#) will consult with [ANR’s Risk Services Analyst](#) as necessary.
- b. Note that this section would rarely (if ever) apply to an MOU between two or more UC entities.

c. If needed, standard text regarding insurance coverage for UC volunteers is available from [Administrative Policies & Business Contracts](#).

5. Criminal History and Identity Check of UC Volunteers

Depending on the nature of the collaboration, it may be prudent to address responsibility for background screening of participants. If the project could involve adult-youth contact, the MOU should address the issue of background screening. Standard text is available from [Administrative Policies & Business Contracts](#).

6. Other Terms

It is prudent to address additional issues such as term of the MOU, future modification of the MOU, addresses for notices, UC's policy of nondiscrimination, etc. Standard text is available from [Administrative Policies & Business Contracts](#).

7. Signature Block

a. A signature block for each party to the MOU is required. Signature blocks for individuals and/or entities that are not a party to the MOU are usually inappropriate and should not be included.

b. Within ANR, signature blocks are usually required for the Associate Vice President Academic Programs and Strategic Initiatives and for the applicable Director (e.g., of the UCCE office, of the Research Extension Center, etc.). If the signatures of other ANR personnel are desired they usually appear beneath the words "Reviewed and Recommended."

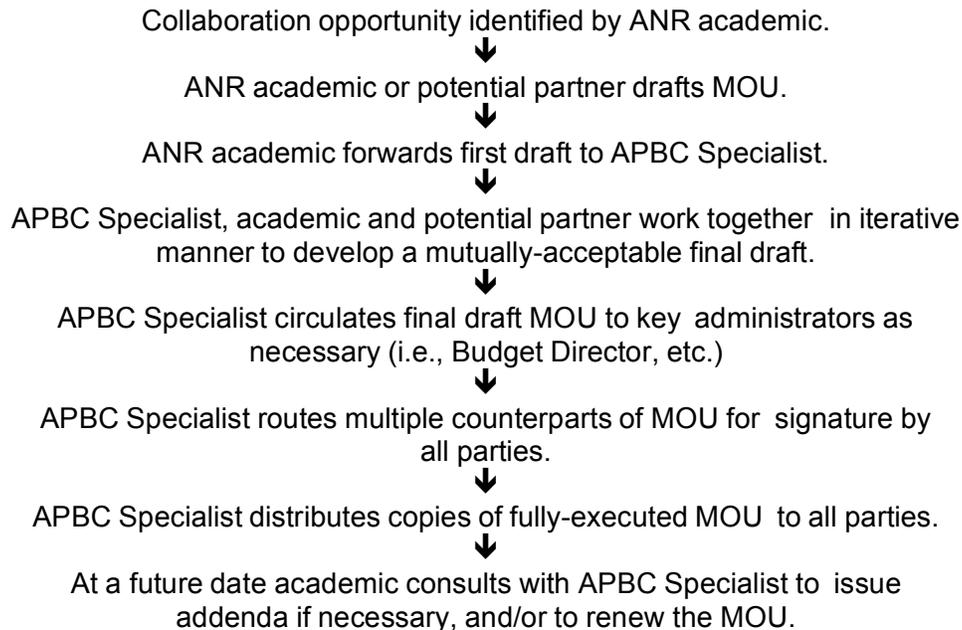
8. Addendum

If a revision to the MOU is required, it may be recorded by issuing an addendum. Addenda are issued in consecutive order, and there is no particular limit to the number of addenda that may be issued. Addenda must be executed (signed) by a representative of each of the parties that executed the original MOU. A sample document is available as Appendix D.

V. PROCEDURES

A. A simple overview of the MOU processing procedure is shown in the below flowchart. The flowchart is followed by text providing additional information and a greater level of detail.

Processing an ANR MOU



B. Who May Initiate an MOU?

1. MOUs are usually initiated when an ANR academic identifies an opportunity to collaborate with another party for purposes of program delivery. Such MOUs are usually initiated by an academic with the relevant programmatic responsibility, after s/he has obtained the approval of their supervisor and/or unit head (usually a UCCE Director, a Statewide Program Director, or a Research Extension Center Director).
2. MOUs may also be initiated as the result of two or more UC units reaching agreement on the sharing of resources or other important matters. Such MOUs are usually initiated by a UCCE County Director, a Statewide Program Director, the Associate Research and Extension Center (REC) Director, or by other ANR directors and executives.
3. Regardless of its origins, every MOU shall be tied to a specific ANR employee with relevant subject matter expertise who agrees to serve as the responsible administrator.

C. How an MOU is Initiated

1. MOUs are initiated in one of the following ways:

- a. The academic receives a proposed first draft from the potential partner,
 - b. The academic creates a first draft based on one of the available ANR MOU templates, or
 - c. The academic creates a first draft by revising an existing MOU that is similar in nature.
2. As mentioned above, the potential partner may propose use of a draft MOU with the terms and conditions preferred by the potential partner's entity/institution. In such cases [Administrative Policies & Business Contracts](#) will work with the academic to review the draft and to propose modifications as may be necessary (i.e., to conform to UC policy, etc.). If required, modifications will be reviewed by both the academic and the potential partner. Modifications will not be finalized unless and until they are approved by all parties to the MOU.
 3. In contrast, the academic may choose to initiate an MOU by customizing one of ANR's templates or by editing an existing MOU that is similar in nature.
 - a. In creating the first draft, the academic need not concern themselves with editing the document for formatting, typos, and so on. Rather, they should focus on describing the programmatic and/or technical elements of the MOU that require their particular professional expertise to convey. Academics initiating an MOU are encouraged to provide this information in as plain and straightforward a manner as possible.
 4. Regardless of the MOU's origin, as soon as a reasonably acceptable draft is available the academic should forward it to [Administrative Policies & Business Contracts](#).

D. Revising and Finalizing the MOU

1. Upon receipt from the academic, [Administrative Policies & Business Contracts](#) reviews the first draft of the MOU. If necessary they will propose modifications to the non-programmatic text. (In contrast, [Administrative Policies & Business Contracts](#) will rarely if ever propose material changes to the programmatic/technical content of the MOU.) [Administrative Policies & Business Contracts](#) will consult with other ANR units if appropriate.
2. [Administrative Policies & Business Contracts](#) will submit the revised draft to the academic for review and approval. If any changes proposed by [Administrative Policies & Business Contracts](#) are problematic, further revision will be made.
3. The academic and [Administrative Policies & Business Contracts](#) will continue to work together in an iterative manner until the wording of the MOU is mutually satisfactory. It is usually appropriate to include the potential partner in this process. At the academic's discretion the potential partner may be communicated with only through the academic. Alternatively, the academic may ask

[Administrative Policies & Business Contracts](#) to interact directly with the potential partner on non-programmatic issues that do not require specific subject matter expertise. Either approach is acceptable.

- E. At the same time or shortly thereafter, [Administrative Policies & Business Contracts](#) will forward the draft MOU to the [ANR Risk Services Analyst](#) for his/her review. The [ANR Risk Services Analyst](#) will review the portion(s) of the MOU relevant to insurance and other risk issues, and will advise of any changes that may be needed. The [ANR Risk Services Analyst](#) will also call for a certificate of insurance from the potential partner, and/or issue a certificate of insurance on behalf of UC as may be needed. [Administrative Policies & Business Contracts](#) will be responsible to facilitate and bring to completion all action items associated with risk.

F. Routing the MOU for Approval

1. As a matter of standard operating procedure, [Administrative Policies & Business Contracts](#) will then route the MOU (now in final draft form) for ANR internal approval as follows.
 - a. Director, Budget
 - b. Director, Contracts and Grants
 - c. Director, Financial Services
2. Approval of other ANR Directors and/or UC personnel is sought as may be appropriate on a case-by-case basis. For example, if the MOU provided that an academic appointee be assigned to more than one ANR unit (e.g., a county-based Cooperative Extension Advisor who is also affiliated with a Statewide Program), [ANR's Academic Personnel](#) unit would be given the opportunity to review the MOU in draft form.
3. Directors and other reviewers will generally be given at least five (5) working days to examine the draft MOU. If at the end of this period no response to the call for comments is received, it is assumed that the reviewer has given their approval. If a reviewer wants to comment but cannot respond within five (5) working days, they should contact [Administrative Policies & Business Contracts](#) to arrange an extension of time so that their comments may be taken into account. If comments are received, [Administrative Policies & Business Contracts](#) will work with the academic to revise the draft as may be appropriate.
4. The academic and [Administrative Policies & Business Contracts](#) complete their work by producing a mutually agreeable final version of the MOU. [Administrative Policies & Business Contracts](#) then generates a sufficient number of counterparts to ensure that one ink-signed original may be retained in the [Administrative Policies & Business Contracts](#) file.
5. Preferably the external party signs the MOU first and UC signs last. Accordingly,

Administrative Policies & Business Contracts (or the academic her/himself if s/he prefers) transmits all of the original counterparts of the final MOU to the partner for their signature.

6. The partner returns all of the original counterparts of the MOU to **Administrative Policies & Business Contracts**, each of which bears the ink-signature of the partner representative.
7. **Administrative Policies & Business Contracts** routes all original counterparts for signature by the appropriate individuals within ANR. Typically signatures are required as follows:

Review, Recommendation, and Execution of ANR MOUs	
Reviewed and Recommended	<ul style="list-style-type: none"> - Academic (initiator of the MOU) - County-based Cooperative Extension Director (or Statewide Program Director or REC Center Director as applicable)
Approved (signed) on behalf of The Regents of the University of California	<ul style="list-style-type: none"> - Controller (MOUs establishing or continuing UCCE in County) <li style="text-align: center;">-or- - Associate Vice President Academic Programs & Strategic Initiatives (MOUs establishing or continuing programmatic collaborations with external or internal parties)

As is reflected above, county-based Cooperative Extension Directors (or Statewide Program Directors or REC Directors) cannot sign MOUs on behalf of The Regents. However, MOUs must bear their signature verifying that they have “reviewed and recommended” the document.

8. All original counterparts of the MOU are returned to **Administrative Policies & Business Contracts** who distributes them as follows.

Distribution of Fully-Executed MOUs	
Original hardcopy counterpart via US Mail	<ul style="list-style-type: none"> - Partner
Original hardcopy counterpart	<ul style="list-style-type: none"> - ANR Master File (Administrative Policies & Business Contracts)
PDF copy issued as email attachment	<ul style="list-style-type: none"> - Academic - County-based Cooperative Extension Director (or Statewide Program Director or REC Associate Director) - Others as may be appropriate such as ANR Business Operations Center Director, etc.

G. Renewing the MOU

The academic should make a notation on his/her calendar to consider renewal of the MOU a few months prior to its expiration. If renewal is desired, the ANR employee may initiate that process by so informing [Administrative Policies & Business Contracts](#).

H. [Administrative Policies & Business Contracts](#) is the office of record for all ANR MOUs.

VI. RELATED INFORMATION

- [Food Stamp Nutrition Education Program \(FSNEP\)](#)

VII. FREQUENTLY ASKED QUESTIONS

VIII. REVISION HISTORY

November 2017:

Format updated.