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## **I. POLICY SUMMARY**

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- A. This section of the University of California's (UC) division of Agriculture and Natural Resources (ANR) Policy and Procedure Manual (PPM) does not address memoranda of understanding (MOUs) with California counties for the establishment and continuation of the UC Cooperative Extension (UCCE) program. For information on such MOUs, please contact the Director, Administrative Policies and Business Contracts (APBC).
- B. UC ANR frequently collaborates with external (non-UC) agencies to provide programs and services in the furtherance of UC ANR's mission. As well, UC ANR makes collaborative agreements internal to UC (such as between ANR and a campus), and internal to ANR (such as between county-based UCCE 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 section is intended to provide administrative guidance to those working with such programmatic MOUs.
- C. Within the Office of the Controller and Business Services Director (OCBS), the APBC 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 the APBC unit for assistance.

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## **II. DEFINITIONS**

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- A. 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 UC ANR wishes to create partnerships with other entities to deliver programs and provide supportive services. An 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.
  - 1. MOUs can usually be processed relatively quickly and modified without lengthy negotiations.
  - 2. Within the UC ANR environment MOUs do not usually involve the exchange of funding and/or other monies.
  - 3. As a general rule, **MOUs do not usually include the following.**
    - a. **Funding or Other Monies:** Agreements with monetary provisions usually require redirection to the UC ANR Office of Contracts and Grants for

processing.

- b. **Gifts:** Agreements with gift provisions usually require redirection to the UC ANR Office of Development Services for processing.
- c. **Facilities Use Agreements (FUAs), Leases and Licenses:** Agreements related to leasing and licensing transactions usually require redirection to the UC ANR Office of Risk Services for processing.
- d. **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-K,” for personnel associated with UCCE offices) or the Business Operations Center-Davis (“BOC-D,” for personnel associated with Research and Extension Centers (RECs), Statewide Programs and Institutes, and UC 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). UC ANR personnel dealing with such a situation should consult with the APBC unit. In turn, that unit will involve other UC 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.

- B. 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-UC 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.
- C. 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.

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### **III. POLICY TEXT**

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#### **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 an 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 UC ANR’s APBC unit for assistance in evaluating the need for an MOU.
3. The decision not to initiate a formal MOU processed by the APBC unit does not preclude the issuance of written confirmation between UC ANR (e.g., a UCCE office, a REC, 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. APBC 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 UC ANR Academic Appointees**

An MOU may be appropriate if an academic appointee will be assigned to more than one UC ANR unit (e.g., a county-based UCCE Advisor who is also affiliated with a Statewide Program). For samples of such MOUs and related information, contact APBC. Any such MOUs will be coordinated with UC ANR’s Academic Human Resources unit. [Note: for the sake of brevity, throughout the remainder of this document the initiator of the MOU (i.e., the UC 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 a UC 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 APBC.

#### **F. Addendum/Amendment to MOUs**

Issuance of an addendum or an amendment 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 amendment.

#### **G. UC CalFresh/EFNEP MOUs**

MOUs are commonly needed in the delivery of UC CalFresh Nutrition Education Program (CalFresh) and Expanded Food and Nutrition Education Program (EFNEP). Please see Appendix E for additional information and a template Nutrition Education MOU.

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## **IV. COMPLIANCE / RESPONSIBILITIES**

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### **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 UC 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 APBC. If the potential partner wants to use wording of their own, APBC will consult with UC ANR's Office of Risk Services 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 APBC.
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 APBC.
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 APBC.
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 UC ANR, signature blocks are usually required for the Associate Vice President and for the applicable Director (e.g., of the UCCE office, of the REC, etc.). If the signatures of other UC ANR personnel are desired they usually appear beneath the words "Reviewed and Recommended."
8. Addendum/Amendment
- If a revision to the MOU is required, it may be recorded by issuing an addendum or an amendment. Addenda and amendments are issued in consecutive order, and there is no particular limit to the number of addenda that may be issued. Addenda and amendments 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.

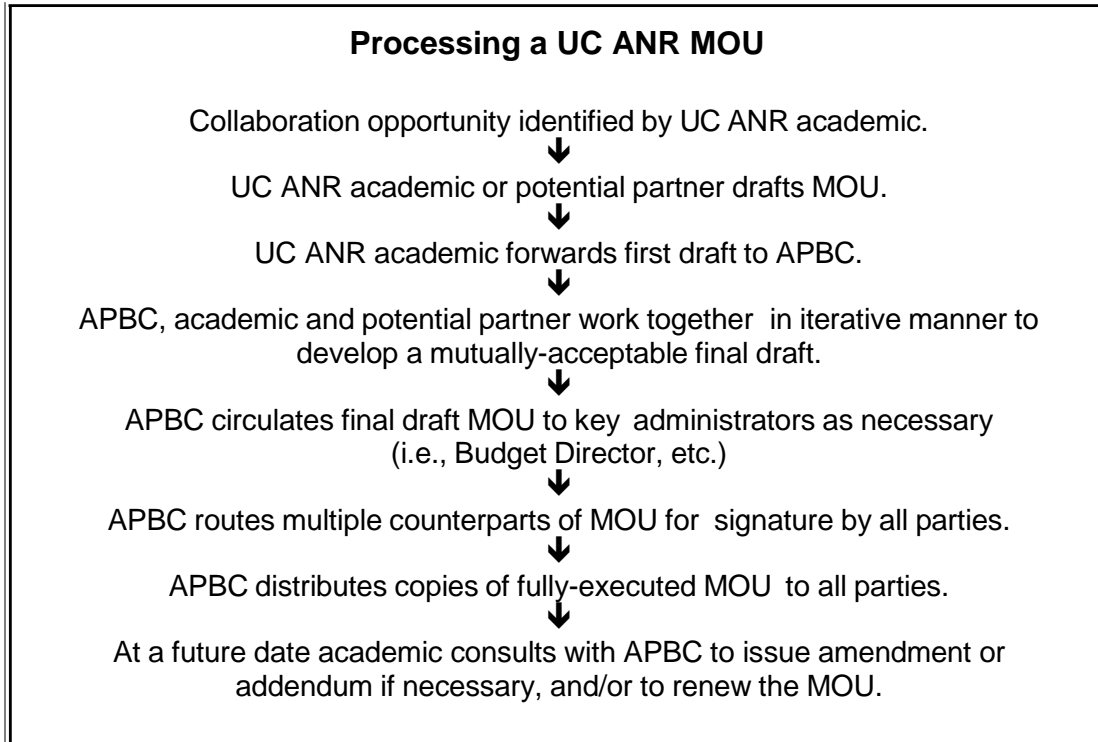
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## **V. PROCEDURES**

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- 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.



## **B. Who May Initiate an MOU?**

1. MOUs are usually initiated when a UC 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/Institute Director, or a REC 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/Institute Director, a REC Director, or by other UC ANR directors and executives.
3. Regardless of its origins, every MOU shall be tied to a specific UC 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 UC 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 APBC 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 UC 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 APBC.

#### **D. Revising and Finalizing the MOU**

1. Upon receipt from the academic, APBC reviews the first draft of the MOU. If necessary, they will propose modifications to the non-programmatic text. (In contrast, APBC will rarely if ever propose material changes to the programmatic/technical content of the MOU). APBC will consult with other UC ANR units if appropriate.
  2. APBC will submit the revised draft to the academic for review and approval. If any changes proposed by APBC are problematic, further revision will be made.
  3. The academic and APBC 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 APBC 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, APBC will forward the draft MOU to the UC ANR Office of Risk Services for review. The Office of Risk Services 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 Office of Risk Services will also call for a certificate of insurance from the potential partner, and/or issue a certificate of



insurance on behalf of UC ANR as may be needed. APBC 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, APBC will then route the MOU (now in final draft form) for internal approval as follows.
  - a. Director, Budget
  - b. Director, Contracts and Grants
  - c. Director, Financial Services
2. Approval of other UC 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 UC ANR unit (e.g., a county-based UCCE Advisor who is also affiliated with a Statewide Program), UC 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 APBC to arrange an extension of time so that their comments may be taken into account. If comments are received, APBC will work with the academic to revise the draft as may be appropriate.
4. The academic and APBC complete their work by producing a mutually agreeable final version of the MOU. APBC then generates a sufficient number of counterparts to ensure that one ink-signed original may be retained in the APBC file.
5. Preferably the external party signs the MOU first and UC ANR signs last. Accordingly, APBC (or the academic themselves if they prefer) 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 APBC each of which bears the ink-signature of the partner representative.
7. APBC routes all original counterparts for signature by the appropriate individuals within UC ANR. Typically, signatures are required as follows:

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

As is reflected above, county-based UCCE Directors, Statewide Program/Institute Directors, and REC Directors cannot sign MOUs on behalf of The Regents. However, MOUs can bear their signature verifying that they have “reviewed and recommended” the document.

8. All original counterparts of the MOU are returned to APBC who distributes them as follows.

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

### **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 UC ANR Academic may initiate that process by so informing APBC.

- H. APBC is the office of record for all UC ANR MOUs.

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## **VI. RELATED INFORMATION**

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- [Administrative Policies and Business Contracts \(APBC\)](#)

- [Office of the Controller and Business Services \(OCBS\)](#)
- [Office of Contracts and Grants \(C&G\)](#)
- [Office of Development Services](#)
- [Office of Risk Services](#)
- [Business Operations Center-Kearney \(BOC-K\)](#)
- [Business Operations Center-Davis \(BOC-D\)](#)
- [UC ANR Academic Human Resources](#)
- [Appendix A](#)
- [Appendix B](#)
- [Appendix C](#)
- [Appendix D](#)
- [Appendix E](#)

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## **VII. FREQUENTLY ASKED QUESTIONS**

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Not used.

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## **VIII. REVISION HISTORY**

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### **November 2017:**

Format updated.

### **February 2019:**

Contact information updated.

### **May 2019:**

Updated FSNEP to current program titles; updated Addendum (Appendix D); updated related information to contain correct links; removed repeating links for ease of future revision; created Appendix E for Nutrition Education template.