**MEMORANDUM OF UNDERSTANDING**

**Between XXXX and (NONPROFIT PARTNER)**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Lead Entity Federation, Inc., XXXXX, and XXXXX to collaboratively identify strengths and unique attributes of each organization to move our combined missions forward. Lead Entity and XXXX may individually be referred to as “Party” or collectively as “Parties.”

**Background**

XXXXX

**Partnership Goals**

The purpose of this partnership is to:

* Add goals
* Add goals
* Add goals

**Roles & Responsibilities**

The above goals will be accomplished by undertaking the following activities:

* **Lead Entity will:**

Add work entity will do such as provide data, staffing, etc

* **Partner will:**

Add work partner will do such as communications, fundraising, etc

**Points of Contact**

The points of contact in each organization will be responsible for the implementation of the MOU in their respective organizations, coordinating activities between organizations and responding to questions regarding this MOU. If the point of contact is no longer able to serve, a new contact will be designated, and the other organization informed of the change.

**Lead Entity Responsibilities**

XXXX

**Partner Responsibilities**

XXX

**Partner Reporting**

The Party’s Primary Points of Contact will meet at least quarterly during the Term of the Agreement to assess what is working well in the Partnership and where refinements may better serve each Party’s mission. Additionally, the Points of Contact will review opportunities of shared interest and align on how each Party could engage in said opportunity. Annually, the Points of Contact for each Party will draft a summary of progress to share with their respective organizations.

Effectiveness of the partnership will be determined by:

* Add relevant measures

**Data Sharing**

Data sharing will be between the Parties only for the purposes of tracking shared metrics related to the agreement and excludes any protected information.

**Confidentiality**

Parties agree not to disclose any information gathered in the course of Partnership without express information of the other Party. Confidential Information is all information that is marked as such and all other information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding each Party, its partners, operations, programs, activities, financial condition, and membership or customer lists. During the Term, each party shall use and reproduce the other party’s Confidential Information only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party’s Confidential Information to its employees and agents with a reasonable need to know such Confidential Information, and shall not disclose the other party’s Confidential Information to any third party without the prior written consent of the other party.

Notwithstanding the foregoing, the restrictions contained in this section shall not apply to any Proprietary and Confidential Information that (i) is a matter of public knowledge or prior personal knowledge (from a source other than a party to this Agreement or its affiliate), (ii) is independently developed by a person not a party to this Agreement without the use, directly or indirectly, of Proprietary and Confidential Information, or (iii) is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, prior to making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

**Funding**

Each Party shall bear its own costs in performing its obligations under this Agreement. Neither Party shall be obligated to provide funds for the operational needs of the other Party. This is not a commitment of funds from either party.

**Termination**

This Agreement is a nonexclusive agreement that both parties have entered in good faith. Either party may terminate this Agreement without penalty or liability by so notifying the point of contact in writing. Written notice shall be sent thirty (30) days prior to the termination.

**Representations and Warranties**

Each Party represents and warrants that the materials it furnishes for use by the other Party, if used as authorized under this Agreement, will not infringe, or violate the rights of any third party. Each Party, in conducting its rights and responsibilities under this Agreement, will comply with all applicable laws, regulations and industry standards and practices.

The parties agree that at all times during the term of this Agreement, each party is independent, and is not authorized as, nor shall be deemed to be an employee, agent, partner, joint venturer, or representative of the other Party’s organization. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties.

**Indemnity**

Parties agree to hold each other harmless from any claims, damages, expenses and costs incurred as a result of the other Parties failure to perform any of its obligations under this Agreement as well as any act or omission of each Party during its performance of this Agreement causing injury to PRI or any person or third party.

Both parties agree and represent that they maintain policies of professional and liability insurance covering risks associated with this Agreement. Both parties agree to provide the other party with evidence of its liability insurance coverage, upon request, and to have the other party properly endorsed as an additional insured if requested.

**Dispute Resolution**

Any dispute between and among the parties to this Agreement shall be resolved by binding arbitration administered according to the Commercial Arbitration Rules of the American Arbitration Association. Any arbitration proceedings shall be held before a single arbitrator appointed by the Chief Judge of the Madison County Circuit Court. Any hearing shall be held in Lexington, Fayette County, Kentucky. Any arbitration award may be enforced by any court of competent jurisdiction.

**Term and Amendment**

This Agreement shall be in effect for the period of XXX through XXX (the “Term”). Both parties reserve the right to renegotiate this Agreement upon the mutual consent of the other party. At the conclusion of the Term, this Agreement may be extended by written consent of both parties. This Agreement represents the entire understanding of both parties with respect to this partnership. Any modification of this Agreement must be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, through their duly authorized representatives as of the dates last set forth below.

**Partner**:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Partner:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_