**MEMORANDUM OF AGREEMENT**

Between

## [School or Organization Name]

And

## [Tribe or Partner Name]

1. **PURPOSE**

This Memorandum of Agreement (MOA) is made between the **[School** **or Organization Name]** and the **[Tribe or Partner Name].** The purpose of this MOA is to delineate the responsibilities of each party to implement the **[Program Name]**.

## GENERAL INFORMATION

The **[Program Name]** is… [Add a few sentences about the program you selected. You can find this information on the Healthy Native Youth website.].

## Ill. SCOPE

This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between the parties regarding the **[Program Name]**. It is agreed that this agreement is not intended and shall not be construed to create the relationships of agent, servant, employee, partnership, joint venture or association between the **[Tribe/Partner Name]** and **[School/Organization Name]**.

By entering into this agreement, the **[School or Organization Name]** agrees they shall **[What is the agreement? Allow program activities to take place? List here]**, in compliance with stated program objectives outlined herein.

In addition, as partners in the delivery of this curriculum, they will **[List any additional duties or requirements here].**

## ARTICLES OF AGREEMENT

##### The [Tribe or Partner Name] will:

##### [List duties or other requirements here]

##### Assist with student recruitment and retention efforts

##### Attend weekly planning and coordination meetings

##### Deliver the curriculum to students during the Fall Semester

##### Provide access to a classroom or a computer lab to deliver the curriculum

##### Provide access to an Educator/Facilitator to deliver the curriculum

##### Communicate with parents and caregivers weekly on program progress and student achievements

##### The [School or Organization Name] will:

##### List duties and other responsibilities here

##### Assist with student recruitment and retention efforts

##### Attend weekly planning and coordination meetings

##### Deliver the curriculum to students during the Fall Semester

##### Provide access to a classroom or a computer lab to deliver the curriculum

##### Provide access to an Educator/Facilitator to deliver the curriculum

##### Communicate with parents and caregivers weekly on program progress and student achievements

# PRIMARY CONTACT PERSONS

##### [School or Organization Name]

Program Name

Contact Person

Mailing Address

Phone

Email

Fax

Website, if applicable

##### [Tribe or Partner Name]

Program Name

Contact Person

Mailing Address

Phone

Email

Fax

Website, if applicable

# EFFECTIVE DATE

The term of this agreement begins **[Beginning Date]** or on the most recent signature date of either party and be in effect until **[End Date]**. This effective date of this agreement may be extended by written modification only. Articles of the Agreement may be amended or modified in writing and signed by both parties.

# TERMINATION

Notwithstanding anything in this agreement to the contrary, or **[School or Organization Name]** may terminate this agreement with or without cause and without liability by **[Means to terminate agreement specified here, i.e. written notice]**.

* 1. WITHOUT CAUSE, either party may terminate this Agreement after the initial term of operation or at end of **[List specific term, i.e. each year]**.
	2. IMMEDIATE TERMINATION FOR CAUSE, this Agreement may be immediately terminated on the occurrence of any of the following events:
		1. Termination of the existence of **[School or Organization Name]** or the
		2. The sale of all or substantially all of the assets of either party
		3. The assignment, transfer, or encumbrance of this Agreement by either party without the prior written consent of the other party.
		4. Termination for failing to comply with the Articles of Agreement.
	3. TERMINATION IN CASE OF DEFAULT.
		1. If either party fails, refuses, or is unable to satisfactorily carry out its obligations under this Agreement or is in default of or breaches any terms of this Agreement, excluding those in subparagraph (b) above, that party shall be considered to be in default and the following procedure shall be followed prior to any termination:
		2. The party claiming the default shall notify the defaulting party immediately in writing of such default. If the defaulting party shall fail to remedy such default, within thirty (30) days after receipt of such notice, or if the defaulting party shall fail to commence to remedy such default within such thirty (30) day notice period, where such default is not capable of being cured within such thirty (30) day period, and, in either case, any dispute arising from such default has not been referred to mediation, and a force majeure as provided in section 28 has not occurred, then by written notice of one party to the other party, this Agreement may be terminated on the date specified in such notice.
1. **PROCEDURES AFTER TERMINATION**

#### Upon termination of this Agreement above, the parties shall negotiate in good faith as to their respective rights and obligations with respect to the **[Program Name].**

1. **HOLD HARMLESS**

Each party shall defend, indemnify and hold harmless the other party from and against any and all liability, loss, expense, attorney fees or claims for injury or damages arising out of this agreement in proportion to and to the extent such injury or damages are caused by or result from the negligent or intentional acts or omissions of the Indemnifying party or indemnifying party's officers, agents or employees.

The liability of under this paragraph shall be subject to the limitations, damages and immunities of the as provided by law.

All claims by any person against **[School or Organization Name]** for damages arising out of alleged negligence or wrongful acts of **[School or Organization Name]**, the Government or any of their respective employees, servants, agents, or representatives, will be governed by the terms of and to the extent provided by the Federal Tort Claims Act as it applies to tribal organizations and/or the Government.

Name of Tribal Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Tribal Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Organization Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Organization Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_