

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective as of the **DAY** of **MONTH**, 2018 ("Effective Date"), is entered into by and between Johns Hopkins University on behalf of its Bloomberg School of Public Health, Center for American Indian Health (the "Center"), having an address at 415 N. Washington St., 4th Floor, Baltimore, MD 21231, and the Central Consolidated School District ("District"), having a principal address at **ADDRESS**. The Center and The District shall be collectively referred to as the Parties, and individually referred to as a Party in this MOU.

Recitals

WHEREAS, the Center and the District, recognize the unmet health needs of many American Indian/Alaska Native school-aged students attending District schools.

WHEREAS, many students in the District schools are eligible to be served by Center programs, including mental and behavioral health intervention programs aimed at promoting the well-being of Native youth, including but not limited to, nutritional interventions, family strengthening programs, suicide prevention programing, and resilience building programs.

WHEREAS, the Center and the District wish to cooperate in order to enhance the well-being of students.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions and any sums to be contributed, the Parties hereto agree as follows:

Article I Purpose and Objectives

The Parties agree to cooperate for the benefit of the District students:

The District agrees to:

1. Introduce the Center's projects to potentially eligible students by making informational materials available to students and/or verbally discussing the projects with students;
2. Refer interested students to projects for which they are eligible;
3. Consider requests for using space within the District schools for Center staff to meet with students or host program events;
4. Collaborate with the Center to address internal concerns, issues and recommendations.

The Center agrees to:

1. Provide regular in-services and program updates to District administrators and staff about current Center projects that may be helpful for students;
2. Provide adequate number of copies of informational materials to District administrators and staff so that they may share information with students;
3. Respond efficiently to any referrals for students who are interested in joining Center projects;
4. Ensure confidentiality of student data and details of student participation in projects;

5. Notify District administrators and staff whenever Center staff will be in District facilities;
6. Collaborate with the District to address internal concerns, issues and recommendations.

Article II Term

This MOU shall continue for a period of three (3) years and terminate 3 years from the Effective Date above ("Term"), unless terminated by either or both Parties, for any reason, upon giving thirty (30) day's advanced written notice. This MOU may be renewed only upon the express written agreement by authorized officials of both Parties.

Article III Funding

Nothing in this MOU shall be deemed to require either Party to provide, seek, or procure any support, whether financial or in kind, of any project or program contemplated herein absent a separate express written agreement, signed by an authorized official of each Party, to be executed prior to start of the project or program. The Parties agree that any funded activities will be memorialized in a separate written funding agreement to be signed by an authorized official of each Party.

Article IV General Terms

1. Non-Exclusivity. Nothing in this MOU shall be deemed to prohibit either Party from seeking to engage or engaging with any third party for programs, projects, or work similar to that contemplated under this MOU.
2. Use of Name. No Party shall use directly or by implication the names, logos, trademarks, or trade dress of another Party, nor any of the other Party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other Party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior express written permission of an authorized official of the other Party.
3. Public Announcements. Until such time that the Parties agree to permanent public relations protocols, they agree that any announcements regarding this MOU will need to be approved by an authorized official of each Party.
4. Equal Opportunity. Each Party agrees to subscribe to the principle of equal opportunity and shall not discriminate on the basis of sex, gender, marital status, pregnancy, race, color, ethnicity, national origin, age, disability, religion, sexual orientation, gender identity or expression, veteran status or other legally protected characteristic in the administration of this MOU.
5. Liability. It is understood and agreed that neither Party to this MOU shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other unless

such liability is imposed by law, and that this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

6. Severability. In the event any provision of this MOU is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this MOU.
7. Independent Contractors. The Parties are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between the organizations.
8. Disputes. In the event that a dispute arises under this MOU, the Parties agree to make a good faith effort to resolve any differences amicably. Both parties retain their rights to pursue disputes through the judicial process.
9. Governing Law. The parties agree that this Agreement shall be governed by applicable federal law(s).
10. No Assignment. This MOU shall not be assignable by any Party, in whole or in part, without the prior written consent of the other Parties.
11. Entire Agreement. This MOU contains the entire agreement between the Parties and this MOU may not be enlarged, modified or altered except in writing, signed by the Parties. This MOU supersedes and replaces all prior and contemporaneous understandings between the Parties at the time of execution, whether verbal or in writing.

NOW THEREFORE, the Center and the District have caused this MOU to be executed and delivered on the Effective Date above by their duly authorized representatives.

Johns Hopkins University:

NAMES, TITLES, SIGNATURES, DATE

Central Consolidated School District:

NAMES, TITLES, SIGNATURES, DATE