MEMORANDUM OF UNDERSTANDING

BETWEEN

THE JOHNS HOPKINS UNIVERSITY

AND

[ORGANIZATION NAME]

THIS MEMORANDUM OF UNDERSTANDING (the "**Agreement**") is hereby entered into this [Day] day of [Month], [Year] (the "**Effective Date**") by and between THE JOHNS HOPKINS UNIVERSITY ("**JHU**") on behalf of its Center for Social Concern ("**CSC**") and [Organization Name] (the "**Organization**"). JHU and Organization may be referred to herein collectively as the "**Parties**" and individually as a "**Party**."

> **RECITALS**
>
> **WHEREAS,** JHU is a Maryland non-stock, not-for-profit corporation located in Baltimore, Maryland with a long history of active charitable involvement in and support of the community,
>
> **WHEREAS**, in order to give its students opportunities to be involved in such activities, CSC coordinates the following programs: Community Impact Internships Program ("**Program A**"), Community Federal Work Study ("**Program B**"), and Direct Service Student Organizations, ("**Program C**", collectively with Program A and Program B, the "**Programs**"); the objectives of the Programs are to (1) establish and sustain mutually-beneficial collaborations with Baltimore-based community organizations, (2) develop students, faculty, and staff that are engaged in the neighborhoods, government entities, Baltimore culture and beyond, and (3) create self-reflective students, faculty, staff, and community collaborators through applied learning experiences.
>
> **WHEREAS,** Organization is a [insert type and purpose of organization], and
>
> **WHEREAS,** JHU desires to provide one or more of its undergraduate students with an opportunity to intern at Organization in connection with the Programs, and Organization desires to select and accept such students as it sees fit (each such student so selected and accepted by Organization, an "**Intern**") to intern at Organization, pursuant to the terms and conditions hereof and as further described herein,

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and conditions set forth in the Agreement, JHU and Organization, agree as follows:

I.   **GENERAL DESCRIPTION OF PROGRAMS.**

> This section is intended to provide a general overview of the nature of the Programs. Program A runs from April through July. Programs B and C are run on an academic year

basis (September to May). Organization understands that at any given time during the term of this Agreement one or more Programs may not be staffed with Interns given the different time frames of the Programs and depending on the availability and interests of JHU's undergraduate students. Organization further understands and agrees that JHU is under no obligation to make available an Intern or Interns to Organization during the term of this Agreement, but that the purpose of this Agreement is to provide opportunities to JHU's undergraduate students to work at Organization should they so desire. Upon the end of an Intern(s) Project (as defined below), Organization and JHU will work together in a timely manner to facilitate the selection of new Intern(s), if available.

II. JHU SHALL:

1. Make available a CSC staff member to answer questions from Organization and the Intern(s) regarding the Program.

2. Provide all relevant paperwork reasonably requested by Organization in connection with the Program.

3. Allow reasonable access to Organization to CSC's allotted and available meeting spaces on campus; provided, that such access shall be subject to CSC's prior approval, including with respect to the dates, times and purpose. No such access shall be granted to Organization for unlawful purposes or for purposes that are not in accordance with all applicable JHU policies, procedures, regulations and directives, and Organization agrees to comply with the foregoing while on JHU premises.

4. Provide Organization with an annual Program evaluation form.

III. ORGANIZATION SHALL, WITH RESPECT TO EACH INTERN,:

1. Provide a mutually acceptable designated project for the Intern to work on with a preference for the ability to complete the project within the term hereof.

2. Communicate to JHU in writing that Intern has been approved and accepted by Organization for the Project by completing the applicable form provided, and provide JHU with a written description of the scope of the project and general duties of the Intern (the "**Project**") prior to the commencement of the Project.

3. Grant reasonable access to the Intern to its premises for the purpose of working at Organization toward the mutual goals enumerated herein.

4. Grant reasonable access, upon prior request, to JHU and its representatives for the purpose of visiting the Organization's premises, non-public work sites and the Intern.

5. Appoint at least one employee of Organization with the appropriate skills, ability, and training to supervise the Intern at all times while are on the premises of Organization or in the performance of work for Organization.

6. Provide and explain to the Intern all applicable Organization protocols and procedures necessary for the Intern's work for Organization, including those related to health, safety, and security of the Intern and Organization's clients and provide Intern with requisite training on the foregoing.

7. Complete an annual Program evaluation report form, which shall be provided by JHU.

8. Notify JHU immediately if there are any problems or concerns regarding the Intern or Intern's work or activities.

9. Conduct any and all criminal or other background checks required by applicable laws, regulations, rules, and ordinances for the Intern to work at Organization.

IV.   NONDISCRIMINATION

Each party agrees not to discriminate in administering this Agreement and the Program(s) provided for hereby 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.

V.   INSURANCE

1. Organization shall maintain and pay all premiums for general liability insurance throughout the term of this Agreement in the amount of $1,000,000.00 per claim. Furthermore, Organization shall provide JHU upon written request with a certificate of general liability insurance in the aforementioned amount within fourteen (14) days of such a request.

2. Organization shall maintain and pay all premiums for commercial automobile liability insurance throughout the term of this Agreement in the amount of $1,000,000 per claim covering any vehicles that (1) are operated by Organization or are owned by Organization and operated by other parties, including but not limited to the Intern(s); and (2) are used in the course of or in proximity to the work by the Intern(s) for Organization. Agency shall agree to provide JHU upon written request with a certificate of commercial automobile liability insurance in the aforementioned amount within fourteen (14) days of such a request.

VI.   TRANSPORTATION

1. In connection with the use of any owned or non-owned vehicles with Intern(s) and the work to be performed by the Intern(s), Organization shall develop and implement a transportation-safety policy that: (a) includes a protocol for certifying and training drivers; (b) addresses concerns for the safety of the Intern(s), the members of Organization, and the safety of the general public; (c) requires that an itinerary, including the location of any destination or waypoint and an estimated time of return,

be submitted to Organization prior to any trip; and (d) sets forth protocols to be followed in the event of an emergency, including with respect to emergency contact numbers and the safety and security of person and property.

2. Organization shall train its employees and agents in the transportation safety protocol and implement the same prior to any use of vehicles as first described in subsection 1 of this section of this Agreement.

3. No transportation shall be provided by Organization or any of its employees or agents to any Intern(s) outside of the scope of the work to be performed pursuant to this Agreement.

4. Intern(s) will not be permitted to drive any Organization owned or non-owned vehicles.

VII. RECRUITMENT AND SUPERVISION

1. Organization shall retain exclusive control and oversight over the recruitment and acceptance of Intern(s) to Organization.

2. Organization shall be solely responsible for the supervision and control of the Intern(s) in the performance of the Intern(s)'s work pursuant to this Agreement and shall solely control the method, manner and means of the Intern(s) performance of such work.

VIII. HOME VISITATION

1. If the Project involves home visitation by the Intern(s), Organization shall develop a home-visitation safety protocol that: (a) addresses concerns for the safety the Intern(s) and all occupants and guests of homes to be visited; (b) includes guidelines for home-visitation planning, including, (i) the intended purpose of the home visit; (ii) the home occupants' history of harmful behavior, domestic violence, and substance abuse; (iii) the current psychiatric functioning and recent behaviors of all household members; (iv) the likely presence of others in the home who may pose an additional threat; (v) the surrounding environment; (vi) the family's past and present response to other service providers in entering the home; and (c) sets forth protocols to be followed in the event of an emergency, including with respect to emergency contact numbers and the safety and security of person and property; (d) requires that all home visitations by Intern(s) be conducted in pairs or larger groups, with an employee of Organization present and supervising at all times, and never by an individual Intern; and (e) require that an itinerary, including the location of the home and an estimated time of return, be submitted to Organization prior to any home visitation.

2. Organization shall train its employees and agents, including Intern(s), in the home-visitation safety protocol and implement the same prior to any home visitation by Intern(s).

IX. TERM AND EXTENSION

This Agreement shall be valid from the Effective Date and shall be effective until September 1, 2016. The Parties may mutually agree in writing to renew this Agreement for agreed upon periods of time. This Agreement can be terminated by any Party in its entirety or with respect to one or more Programs: (1) at any time with or without cause immediately upon written notice to the other; or (2) upon a material breach of the any of the terms or conditions hereof, provided that the breaching Party has been given five (5) days' notice and opportunity to cure the breach.

X. INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Organization shall defend, indemnify, and hold harmless JHU and each of its trustees, officers, employees, agents and students against any and all liabilities, damages, claims, suits, causes of action, losses, and costs of whatsoever kind or nature including, without limitation, attorney's fees, litigation expenses, and court costs, caused by, arising out of, or resulting from any negligent or willful acts or omissions of or breach of this Agreement by Organization, its officers, employees, or agents, except to the extent arising from JHU's negligent or willful acts or omissions.

2. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR ANY PERSON OR ENTITY CLAIMING THROUGH SUCH OTHER PARTY) FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

XI. NOTICE

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered either (1) in person, (2) by certified mail, postage prepaid, return receipt requested, or (3) by a commercial overnight courier that guarantees three-day delivery and provides a receipt, and such notices shall be addressed as follows,

If to JHU:

> Rollin Johnson Jr.
> Director, Center for Social Concern
> The Johns Hopkins University
> 3103 N. Charles Street
> Baltimore, MD 21218
> Phone: (410) 516-8189
> Rjohn181@jhu.edu

If to Organization:

[Name]
[Title]
[Organization Name]
[Address: street]
[Address: city, state, zip]
[Phone]
[Email]

or to such other persons or addresses as either Party may from time to time specify in writing to the other Party by like notice. Any notice shall be effective only upon delivery. An additional copy of any notice may be sent by email to addresses as either Party may from time to time specify in writing to the other Party.

XII. COUNTERPARTS

This Agreement may be executed in separate counterparts, none of which need contain the signatures of all Parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

XIII. ASSIGNABILITY

The respective rights and obligations of the Parties under this Agreement shall not be assigned without prior written permission of the other Party.

XIV. USE OF NAME

Organization shall not use any names, marks, trademarks, service marks, or logos of The Johns Hopkins University or any of its affiliates in any advertising, promotional, sales literature, fundraising documents or similar forms of communication, whether oral, written, or in print or online, without prior written consent from an authorized JHU representative. JHU's consent may be given or withheld at JHU's sole discretion.

XV. MODIFICATION

This Agreement constitutes the entire understanding of the Parties with respect to their relationship and may be modified only by a written agreement signed by each Party.

XVI. NO JOINT VENTURE CREATED

The Parties agree that nothing in this Agreement is intended to create, or in fact creates, any partnership, joint venture, consolidation, or combination of the Parties' Organizations, boards of directors, or management teams or staff.

XVII. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. All actions, claims, or disputes arising under or relating to this Agreement shall be solely brought in the state or federal courts located in the State of Maryland.

XVIII. COMPLIANCE WITH LAWS

Each Party shall perform this Agreement in compliance with all applicable laws, regulations, rules, and ordinances and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement.

XIX. SEVERABILITY

If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the Parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

XX. SURVIVAL

All representations, warranties, and agreements made herein and which are to be performed after the expiration or termination hereof or that are prospective in nature, including without limitation Section X hereof, shall survive the expiration or termination of this Agreement.

XXI. ENTIRE AGREEMENT

This Agreement, including any other documents referred to herein which form a part hereof, embodies the entire agreement and understanding of the Parties. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter of this Agreement.

(signatures on following page)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

THE JOHNS HOPKINS UNIVERSITY

By: _____

      Name: _____

      Title: _____

      Date: _____

[**ORGANIZATION NAME**]

By: _____

      Name: _____

      Title: _____

      Date: _____