

Appendix I: Memorandum of Understanding “MOU”

Consider each of the following areas as you craft a Memorandum of Understanding for your collaboration. You may want to consult an attorney for advice and assistance before signing any contract.

- Define your objective.** Determine your organization’s purpose for establishing this MOU. What is it that you would like to achieve?
- Identify parties to the memorandum.** Indicate name, type of organization, city and state of headquarters.
- Frame the time period.** It is impossible to predict the exact start and end dates of a disaster. However you can broadly describe the events that might activate the MOU and the conditions that would need to exist before you would terminate the partnership.
- Describe intent.** Determine what each party intends to do.
- Assign responsibilities.** Describe each organization’s responsibilities separately, beginning with those that are the sole responsibility followed by any shared responsibilities.
- Consider including disclaimers.** Describe your organization’s relationship to each partner, and what the partnership isn’t intended to do, guarantee, or create.
- Financial Agreements.** Spell out financial obligations in detail, including which entity will pay for each item and when payment is due.
- Risk Sharing.** Describe who will bear risk of a mishap. Never assume responsibility for something over which you don’t have control. Ideally, indemnification provisions should be mutual with each party responsible for its own acts or omissions. (Make certain each partner isn’t only *willing* but is *able* to pay.)
- Signatures** — by each partner’s representative who is authorized to bind the organization contractually.

In summary, understand your partners’ motives, communicate your expectations and document the agreement in writing. With care, caution and due diligence, collaborative efforts with other organizations can be an effective way to conserve resources and advance your organization’s missions.

Appendix I: Sample MOUs

A memorandum of understanding should be written on letterhead and be signed and dated by senior members of the organization. Here is a copy of the text from a MOU between On Lok Day Services and the SF Office on the Aging:

Sample One:

MEMORANDUM OF UNDERSTANDING BETWEEN ON LOK DAY SERVICES AND THE OFFICE ON THE AGING FOR PROVISION OF EMERGENCY OFFICE SPACE, FY 2001-2002

In the event of a disaster in which the Office on the Aging (OOA) office at 25 Van Ness Avenue is closed for damage assessment, the On Lok Day Services (On Lok) agrees to provide emergency office space for the OOA staff at 225 30th Street.

The following procedures are included in the agreement:

If phone communication is possible, John Smith or the Emergency Coordinator, Jane Jones of the Office on the Aging will call Sally Brown of On Lok at work (415) 111-1111 or at home (415) 222-2222 to inform On Lok of the need for emergency office space.

In the event that phone communication is not possible because phone services are not working, On Lok will expect OOA staff to arrive at the 30th Street Center at 9:00am the day after the disaster, including weekends and holidays.

On Lok agrees to store two boxes filled with office materials, provided by OOA, necessary to set up temporary office space for OOA and Senior I&R Staff in the 30th Street Senior Center records storage on the Third Floor.

This Memorandum of Understanding is approved by:

Name
Title
Agency

Date

Name
Title
Agency

Date

Appendix I: Sample MOUs

Sample Two:

MEMORANDUM OF UNDERSTANDING BETWEEN CHINESE HOSPITAL AND SELF-HELP FOR THE ELDERLY (SHE)

Background

San Francisco's Chinatown neighborhood has 110 homebound and elderly recipients of meals, prepared by The Heritage and delivered by SHE. This Memorandum of Understanding is to support the continued preparation of food for these recipients in an emergency.

It is for use in a situation where an emergency – earthquake, storm, fire, flood or power outage – has disrupted the ability of SHE to provide the 110 meals for its 110 meal recipients.

This agreement requests the food services department of Chinese Hospital to assume a backup role assisting in the preparation of deliverable meals to these homebound recipients.

Purpose

This Memorandum of Understanding specifies the terms of assistance provided by the food services department of Chinese Hospital – *the providing agency*, and SHE – *the requesting agency*.

Activation

The following terms will apply only when:

1. An emergency affects the ability of the requesting agency to prepare meals because of damage to its kitchen facility, or because of other functional impairments.
2. The providing agency has the capacity to deliver aid.
3. SHE must immediately notify Chinese Hospital, that it needs help. If Chinese Hospital is unable to provide aid for any reason, it should immediately notify SHE.

Points of Contact

The point of contact for Chinese Hospital is (1) the Emergency Services Coordinator, (2) the Director of Clinical Services, and (3) the Food and Nutrition Services Manager. The point of contact for SHE is (1) the Agency Director, (2) the Nutrition Services Director, and (3) the Home Delivered Meals Coordinator.

Mutual Aid Minimums

Chinese Hospital will offer the use of its kitchen (if it is at full capacity) to prepare food for up to 110 hot meals for SHE meal recipients for three days (72 hours) after the request for service.

It is the responsibility of SHE or The Heritage (its caterer) to supply its own food, labor, and other necessary resources.

Appendix I: Sample MOUs

Sample Two Cont.

It is the responsibility of SHE (or The Heritage) to notify Chinese Hospital of the scheduled time needed to utilize its kitchen.

SHE maintains responsibility for delivery of the meals from the kitchen (or other agreed upon pick up area) of Chinese Hospital.

While Chinese Hospital will try to have its kitchen available, SHE (or The Heritage) may need to utilize the kitchen during non peak hours. SHE must then adjust their delivery schedules to times agreed upon by both parties.

Termination

Either of the two parties can end this memorandum of understanding at anytime.

For: Chinese Hospital
CEO
Phone

For: Self-Help for the Elderly
Executive Director
Phone

Name

Name

Title

Title

Date

Date