

**UNIVERSITY OF CONNECTICUT**  
**DIVISION OF STUDENT AFFAIRS**  
**Memorandum of Understanding**

The Purposes of this Memorandum of Understanding, entered into between the Division of Student Affairs at the University of Connecticut (herein "DSA") and X, (herein "X") is to

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**I. DEFINITIONS**

- A. "Agreement" means this Memorandum of Understanding.
- B. "University" is defined at University of Connecticut.
- C. "Year" is defined as the 2008/2009 Academic Year as defined on the University of Connecticut's Registrar's website. (See <http://www.registrar.uconn.edu/acadcal.html>.)
- D. "Party" and/or "Parties" means Division of Student Affairs and/or X, as appropriate.

**II. RIGHTS AND RESPONSIBILITIES**

**A. Both Parties Agree:**

- i. [For example: That DSA will be responsible for \_\_\_ and that Y will be responsible for \_\_\_\_.]
- ii. [For example: To share decision-making authority with regard to . . . ]
- iii. For example: To work together to continue to explore and develop new opportunities for collaboration, including . . . ]
- iv. That both Parties' highest objective is the \_\_\_\_\_. With this in mind, both Parties agree to make a good-faith effort to resolve any disputes, disagreements and/or conflicts that arise out of this MOU.
- v. That nothing in this MOU shall be construed to authorize or permit any violation of any Federal, State, local or institutional law or rules imposed upon the Parties, including, but not limited to, The American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Federal Educational Rights Privacy Act (FERPA) and any state laws.

**B. DSA Agrees:**

- i. [Clearly identify all of DSA's responsibilities, including financial, supervisory, managerial, legal, etc.]
- ii. To . . .
- iii. To . . .
- iv. To . . .

**C. X Agrees:**

- i. [Clearly identify all of X's responsibilities, including financial, supervisory, managerial, legal, etc.]
- ii. To . . .

iii. To ...

iv. To ...

**III. TERM, TERMINATION, MODIFICATION**

- A. This MOU, as well as succeeding plans of cooperation, is effective from \_\_, 2008 to \_\_\_\_\_.
- B. This MOU may be modified or amended by the execution of a written instrument, signed by both Parties or their designees.
- C. Either Party may terminate this Agreement, provided however, that such termination does not become effective until the last day of the current Year. Both Parties agree that in the event either Party terminates this Agreement, each Party's respective rights and responsibilities do not cease until the last day of the Year in which the notice to terminate was given.

**IV. GENERAL CONTRACTING TERMS**

- A. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- B. **Entire Agreement.** This Agreement is the entire agreement between DSA and X *and* supersedes and rescinds all prior agreements relating to the subject matter hereof. X indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. X further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same, of their own free will.
- C. **Power to Execute.** The individual signing this Agreement on behalf of X certifies that s/he has full authority to execute the same on behalf of X and that this Agreement has been duly authorized, executed and delivered by X and is binding upon X in accordance with its terms. X shall provide a Corporate Resolution certifying the individual executing this Agreement has been authorized by the governing body of X to sign on behalf of X.

In witness thereof, the parties hereto have caused this Memorandum of Agreement to be duly executed by their authorized officers as of the dates indicated below.

Signed:

Name

Name

Date

Date: