Guide for Writing a Memorandum of Understanding (MOU)

The Help Me Grow program is a system of services. In an effort to address critical elements for success as you plan and implement operations within a system, there may be instances where memorandum of understandings are necessary. As you work to approach early childhood needs comprehensively in your community, an MOU can increase understanding of individual programs and how they work together, program to program. To assist with shifting to a comprehensive focus on the way you do business, the following guide has been developed to help you to establish formal agreements, such as Memorandums of Understanding with programs such as Head Start, LEA's, etc.

Questions to Inform the Introduction

- What is the resource for which this MOU is being created?
- What agencies are participating in the MOU?
- Why is this MOU necessary?
- What agreements are set forth by this MOU?

Purpose Section

- Write a concise statement discussing what makes this MOU necessary
- Explain how the agencies involved will use the MOU, when it will be used, and how it will be used

Scope

- List the agencies and jurisdictions to be included in the agreement
- Describe their relationship
- Describe beginning, middle and end users of the process if applicable

Definitions

- Describe the operational and technical terms associated with the process to avoid confusion and uncertainty
- Address any community-specific terms or acronyms
- Consider inclusion of definitions for each of these

Policy

- Define when the various resources come into play
- Define who has the ability to authorize resources
- Identify when the resource should be considered for use
- If there are any operating procedures or policies associated with the use of the resource, reference these

User Procedure Requirements

- Outline the obligations of this agreement
- Include training requirements, responsible parties for ensuring training, any financial obligations to consider and participant awareness concerns

Maintenance

• Designate a responsible party or parties to maintain system

Oversight

- Describe the structure or entity that oversees and enforces all the requirements of this MOU
- Identify the chair of this structure and how she/he is appointed
- Define the participation requirements in this group of agencies entering this MOU
- Identify the voting method within the structure if applicable
- Describe how the individual agencies establish oversight authority for these resources

Compliance Responsibility

- Name who is responsible for ensuring that the Standard Operating Procedures are followed and that personnel are trained appropriately
- Define how compliance will be carried out

Updates to the MOU

- Name who has the authority to update or modify this MOU
- Describe how this MOU could be updated or modified
- Define whether updates or modifications will require this MOU to have a new signature page verifying the understanding of changes by each participating agency

Sample Memorandum of Understanding (MOU) Template (Courtesy of the U.S. State Department)

MEMORANDUM OF UNDERSTANDING			
BETWEEN THE EXAMPLE AGENCY			
AND			
THE SAMPLE AGENCY FOR TECHNOLOGY AND STANDARDS OF THE MINISTRY OF COMMERCE, INDUSTRY AND ENERGY OFCounty			
FOR			
COOPERATION RELATING TO STANDARDIZATION, CONFORMITY ASSESSMENT			
The Example agency and the Sample agency for Technology and Standards for the ministry of commerce, industry and energy of County			
Desiring to promote mutual interest through cooperation in the field of standardization, conformity assessment and legal metrology on the basis of equality and mutual benefit;			
Recognizing that such cooperation shall promote economic cooperation and support the friendly relationships between two agencies; and			
Pursuant to the relevant provisions of the Agreement Relating to Scientific and Technical Cooperation Between the Example agency and the Sample agency, signed on July 2, 2008 hereinafter referred to as "the Agreement";			
Have Agreed as Follows:			
Article 1			

The Parties will support cooperation in the fields of standardization, conformity assessment and legal metrology on the basis of equality and mutual benefits, in accordance with the provisions of this Memorandum of Understanding (MOU), the Agreement and the respective laws and regulation of the two countries.

Article 2

Cooperation may include the following:

- a. Joint or cooperative programs and projects of mutual benefit, including visits and exchange of scientists and other experts or technical personnel;
- b. Mutual cooperation in international and regional organizations relating to standardization, conformity assessment and legal metrology;
- c. Organizations of and participation in conferences, symposia, courses, workshops, exhibitions and other joint meetings of mutual interest;
- d. Exchange of technical data and information relating to standardization, conformity assessment and legal metrology;
- e. Operation of joint raining/education programs to raise competency in standardization, conformity assessment and legal metrology; and
- f. Other forms of co-operation as agreed by the Parties, including meetings between the two Parties on a regular basis.

Article 3

- 1. Cooperative activities under this MOU shall be subject to the availability of funds and personnel. The terms of financing shall be agreed upon in writing by the Parties before the commencement of activities.
- 2. Whenever more than the exchange of technical information or exchange visits of individuals or promotion activities is planned to take place, such activity shall be described in a Project Annex to this MOU which shall set forth as appropriate to the activity, a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this MOU.

Article 4

The Parties should consult with each other before any information derived from cooperation activities under this MOU is disclosed for commercial purposes.

Article 5

- 1. Any issues arising from the interpretation or implementation of this MOU will be settled through consultations between the Parties or such other means as they may mutually decide. The Parties do not anticipate the creation of or exchange of intellectual property during the course o this MOU.
- 2. Notwithstanding paragraph 1 of this Article, issues for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under this MOU shall be settled in accordance with the provisions of Annex I of the Agreement and the security obligations shall be settled in accordance with the provisions of Annex II of the Agreement.

Article 6

- 1. This MOU shall enter in force upon signature by both Parties and remains in force for a period of five (5) years, unless terminated earlier by either Party upon ninety (90) days, written notice to the other Party.
- 2. The termination this MOU shall not affect the validity or duration of projects under this MOU that are initiated prior to such termination.

IN WITNESS WHEREOF , the unsigned behave signed this MOU.	ing duly authoriz	zed by the respective agencies,
Done at Anytown, Ohio in duplicate on thelanguage.	of	, 2010, in the English
FOR THEAgency	FOR THE	AGENCY