**MEMORANDUM OF UNDERSTANDING**

**Between**

**Mississippi Department of Rehabilitation Services**

**and**

**[Contractor Name]**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between the Mississippi Department of Rehabilitation Services (MDRS) and [Contractor Name] (XXX).
2. **Purpose.** The purpose of this MOU is to define the working relationship between MDRS and XXX. This agreement will clarify the collaborative roles and responsibilities of the two parties in ensuring that the parties are complementary and work together in support of the PROM (Please Return on Monday) campaign as established by the MDRS; to establish understanding of PROM logo copyright; and to establish guidelines for use of the PROM logo outside of any information/material created or disseminated by the MDRS and PROM partners; the Mississippi Highway Patrol.
3. **Roles and Responsibilities.**

A. Both MDRS and XXX agree to:

* + - 1. Work together in partnership to promote to high school juniors and seniors, the PROM campaign’s core messages of “Do NOT Drink and Drive”, Do NOT Text and Drive” and “DO Buckle Up”. MDRS will offer temporary use of the PROM logo-valid only for the PROM 2020 season -in exchange for the following from XXX:
  1. XXX agrees to:

1. Place the official PROM posters (as created and disseminated by MDRS) in its school and Recruit and train peer mentors.
2. Donate any proceeds from sale of any item, created by school representatives and bearing the PROM logo, back into one of the following causes:
   * + - 1. Any student organization dedicated to educating students about the dangers of drinking and driving, texting and driving and not wearing a seatbelt AND/OR
         2. PROM expenses for XXX that benefit the majority of PROM attendees.
3. XXX acknowledges that the PROM logo is the intellectual property of MDRS and agrees not to alter it or to use it in a way that would shed a negative light on either party.
4. **Period of Performance.** The period of performance of this MOU shall commence upon execution of both parties but not before February 1, 2019, and end no later than May 30, 2019.
5. **General Terms and Conditions.**
   1. Assignment. Neither party may assign or otherwise transfer its obligations or duties under this MOU without the prior written consent of the other party.
   2. Compliance with Laws. Both parties shall comply with all applicable laws, regulations, policies and procedures and grant requirements (if applicable) of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this MOU. Specifically, but not limited to, both parties shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this MOU because of race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws.
   3. Confidentiality. XXX assures that any and all information regarding clients of MDRS will be kept strictly confidential pursuant to 34 CFR 361.38.
   4. Governing Law and Legal Remedies. This MOU shall be construed and governed in accordance with the laws of the State of Mississippi. XXX expressly agrees that under no circumstances shall MDRS be obligated to pay an attorney's fee or the cost of legal action to XXX. MDRS expressly agrees that under no circumstances shall XXX be obligated to pay an attorney’s fee or the cost of legal action to MDRS.
   5. HIPAA Compliance. Both parties agree to comply with the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this MOU.
   6. Modification or Amendment. Information developed as a result of this MOU that directly pertains to the provisions herein will be dated and signed by the chief executive officer of each party to this agreement and will be appended as amendments. Other modifications, changes or amendments to this MOU may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
   7. Resolution of Disputes. Any dispute concerning a question of fact under this agreement which cannot be resolved by ordinary means shall be decided by the Executive Director of MDRS and the Executive Director of XXX or such persons as they designate. Disputes that cannot be resolved in this manner shall be determined by a court of competent jurisdiction in Hinds County, State of Mississippi. Pending final decision of a dispute, XXX shall proceed diligently with the performance of this agreement.
   8. Termination for Convenience. Either party may terminate this MOU at any time by giving notice, in writing, to the other party, specifying the effective date of termination. Such notice must be given no less than thirty (30) days prior to the specified date of termination.
   9. Transparency. This agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq. (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
   10. Release of Risk. The Mississippi Department of Rehabilitation Services assumes no financial responsibility for any purchases made by XXX using the PROM logo and is not responsible for any liability associated with the purchase, use, or dissemination of such items.
6. **Notice.**  Any notice required or permitted to be given under this MOU shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below. Each party agrees to promptly notify the other in the event of change of address.

MDRS: Chris M. Howard, Executive Director

Mississippi Department of Rehabilitation Services

Post Office Box 1698

Jackson, Mississippi 39215-1698

XXX: [Contractor Name], [Title]

[Company Name]

[Mailing Address]

[City], [State] [Zip Code]

1. **Entire Agreement.** This MOU constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE Billy Taylor, Chief of Staff

Mississippi Department of Rehabilitation Services

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE [Name of Authorized Signer], [Title]

[Company Name]