**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE [AGENCY NAME]**

**AND**

 **THE [AGENCY NAME]**

**Contract # \_\_\_\_\_\_\_\_\_\_\_**

This Memorandum of Understanding (“MOU”) is entered into by and between the [AGENCY NAME- LEAD AGENCY] (“ACRONYM”) and the [AGENCY NAME] (“ACRONYM”), hereinafter referred to as a “Party” or “Parties”. In consideration of the mutual understandings and covenants set forth herein, the Parties agree as follows:

**WHEREAS**…. [Per FMC 3.4, list the necessary paragraphs which state the need for this MOU.]

**IT IS THEREFORE AGREED** between the Parties:

**1. PROVISIONS or DUTIES**

A. [AGENCY A- Lead Agency] agrees to:

 (1)

 (2)

 (3)

 B. [AGENCY B] agrees to

 (1)

 (2)

 (3)

**2. CONSIDERATION**

**3. TERM**

This MOU shall be effective for \_\_\_ (\_) years, beginning on \_\_\_\_\_\_, and terminating on \_\_\_\_\_\_\_.

**4. MODIFICATION**

A. This MOU may be amended by mutual agreement of the Parties. Any such amendment shall be by written mutual consent of the Parties with the same formality as this original MOU.

 B. No waiver of any provision hereunder shall operate as an amendment or bind a Party to future waiver of the same unless incorporated in an amendment pursuant to 5.A herein.

**5. FUNDING CANCELLATION**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memorandum, the memorandum shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**6. NOTICE TO PARTIES**

Where written notice is required under this MOU, it shall be provided to the following agency .

 [**AGENCY A**]:

 NAME

 TITLE

 ADDRESS

 Email: \_\_\_\_\_\_\_

[**AGENCY B**]**:**

NAME

 TITLE

 ADDRESS

 Email: \_\_\_\_\_\_\_

**7. TERMINATION OR SUSPENSION**

This MOU may be terminated or suspended by either Party if the other Party has failed to comply with the terms of this MOU, or for any reason if such termination is in the best interest of the terminating agency, upon thirty (30) days written notice. The notice of termination or suspension shall state the reasons for termination or suspension. Regardless of the reason for termination or suspension, the Parties will be compensated for services properly rendered prior to termination or suspension of this MOU. The written notice of termination must be sent through SCM and signed by the State Budget Agency.

**IN WITNESS WHEREOF**, each Party, through their duly authorized representatives, enters into this MOU.  The Parties, having read and understood the foregoing terms of this MOU, do by their respective signatures dated below agree to the terms thereof.

[**AGENCY A**]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME & TITLE Date

[**AGENCY B**]**:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME & TITLE Date

**Approved by State Budget Agency:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Joseph M. Habig, Acting State Budget Director Date