*\*Formal and binding agreement that outlines specific terms and conditions agreed to by all parties. MOA's define rights, responsibilities and obligations of each party and specify the actions that must be taken by each party to fulfill the agreement. MOA is a legal document that describes a binding bilateral agreement between parties.*

Red and blue text on a white background

Description automatically generated

**MEMORANDUM OF AGREEMENT**

**FOR AFFILIATION BETWEEN**

**RADFORD UNIVERSITY**

**AND**

**AGENCY NAME**

This Memorandum of Agreement **(MOA)** is entered is made as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_ by and between Radford University, a state agency and public institution of higher education of the Commonwealth of Virginia, hereinafter referred to as "**UNIVERSITY**," and [Agency Name], a [description of the external agency, e.g., non-profit organization, government agency, corporation], hereinafter referred to as the "**AGENCY**." The **PARTIES** to this **MOA**, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

**WITNESSETH:**

**1. Purpose**

The purpose of this **MOA** is to establish a framework for collaboration between the University and the Agency for [brief description of the collaboration, e.g., joint research projects, educational programs, community outreach initiatives, etc.].

**2. Responsibilities of UNIVERSITY**

* Describe the specific responsibilities of Radford University in the collaboration.
* Include details about resources, facilities, and expertise provided by the University.
* Mention any financial or in-kind contributions, if applicable.

**3. Responsibilities of AGENCY**

* Outline the specific responsibilities of the External Agency in the collaboration.
* Specify any financial or in-kind contributions made by the External Agency.
* Describe the expected outcomes or deliverables from the External Agency.

**4. It is mutually agreed that:**

* Outline the items that both parties will be responsible for such as discuss issues of mutual concern

**5. MISCELLANEOUS.**

1. **ASSIGNMENT.** This **AGREEMENT** may not be assigned without prior written consent of both **PARTIES**, which shall not be unreasonably withheld by either party.
2. **GOVERNING LAW**. This **AGREEMENT** shall be governed and construed by the laws of the Commonwealth of Virginia, regardless of any choice of law doctrine.
3. **NON-DISCRIMINATION**. Neither **PARTY** will discriminate on the basis of age, sex, race, religion, national origin, or disability.
4. **WAIVER.** No failure by either **PARTY** to insist upon strict performance of any covenant, term or condition of this **AGREEMENT** or to exercise a right or remedy hereunder shall constitute a waiver. No waiver of any breach shall affect or alter this **AGREEMENT,** but each and every covenant, condition and term of this **AGREEMENT** shall continue in full force and effect with respect to any other existing or subsequent breach.
5. **INDEPENDENT CONTRACTORS**. In the performance of the responsibilities outlined herein, it is mutually understood and agreed that each **PARTY** is at all times acting and performing as an independent contractor. It is agreed by the **PARTIES** hereto that no work, act, commission or omission of either **PARTY** shall be construed to make or render one **PARTY** the agent, employee or servant of the other **PARTY**.
6. **NO THIRD-PARTY BENEFICIARIES.** This **AGREEMENT** is entered into by and between the **PARTIES** hereto and as such no person or entity shall be deemed or construed a third-party beneficiary hereunder.
7. **SEVERABILITY**. The invalidity or unenforceability of any particular provision of this **AGREEMENT** shall not affect the other provisions hereof, and this **AGREEMENT** shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
8. **TERM AND EFFECTIVE DATE**. The **AGREEMENT** shall be effective from the date of its execution and shall remain in effect for a **ONE-YEAR PERIOD. (edit as applicable)**
9. **RENEWAL**. This **AGREEMENT** will be reviewed annually prior to expiration date and will automatically renew unless otherwise indicated by one of the **PARTIES**. All renewals will be for an additional **ONE–YEAR PERIOD** as agreed upon by both **PARTIES**. **(edit as applicable)**
10. **TERMINATION**. Either **PARTY** may terminate the **AGREEMENT** at the end of any year (as measured from the date of execution) upon a 90-day advance written notice that allows any students already enrolled to complete the obligation.
11. **CHANGES OR MODIFICATIONS**. This **AGREEMENT** may be revised or modified only by mutual consent. All modifications must be in writing and signed by an official of the **UNIVERSITY** and **AGENCY**. The effective date of any modifications is the date of the final signature, unless otherwise expressly stated in the written modification.
12. **LIABILITY:** **UNIVERSITY,** as a public institution of higher education in the Commonwealth of Virginia, is self-insured under a program administered by the Commonwealth’s Department of Treasury, Division of Risk Management. **UNIVERSITY** agrees to continue to participate in that program during the life of this **AGREEMENT. (edit as applicable)**
13. **INTELLECTUAL PROPERTY.** All material(s), completed or uncompleted, which may be prepared by the **UNIVERSITY** in the performance of this agreement shall be and remain property of the **UNIVERSITY. AGENCY** shall NOT have the right to disclose to third-parties material developed in the performance of this **AGREEMENT**.
14. **NOTICES.** Any notice or other communication required by this **AGREEMENT** shall be in writing and shall be deemed given if hand delivered, sent via overnight mail by a reputable overnight courier, such as FedEx, or sent postage prepaid by certified or registered mail, return receipt requested, or via electronic mail or facsimile addressed as follows:

If to **UNIVERSITY**:

Contracts: PHIL CRIGGER

PROCUREMENT AND CONTRACTS

RADFORD UNIVERSITY

P.O. BOX 6885

RADFORD, VIRGINIA 24142

(540) 831-7619

(540) 831-5946 FAX

[PCRIGGER@RADFORD.EDU](mailto:PCRIGGER@RADFORD.EDU)

Copy to: XXXXXXXXX

XXXXXXXXXX

RADFORD UNIVERSITY

PO BOX 6920

RADFORD, VIRGINIA 24142

[XXXXXXX@RADFORD.EDU](mailto:XXXXXXX@RADFORD.EDU)

If to **AGENCY**: NAME

TITLE

AGENCY

ADDRESS

CITY, STATE, ZIP

PHONE

[EMAIL](mailto:LRIDPATH@VIRGINIAWESTERN.EDU)

or to such other addresses or persons as may be furnished from time to time in writing by the **UNIVERSITY** or **AGENCY**. Notices can be delivered by hand, or by mail.

1. **COUNTERPARTS**. This Agreement may be executed in multiple counterparts,

each of which will be deemed to be an original copy of this Agreement and all of

which, when taken together, will be deemed to constitute one and the same

agreement. A telecopy, facsimile, scanned copy (for example, in pdf or jpeg format)

or other similar reproduction of a signature of this Agreement shall have the same.

effect as an original for all purposes.

1. **ENTIRE AGREEMENT**. This **AGREEMENT** contains the entire **AGREEMENT** between the **PARTIES** regarding the subject matter hereof and shall supersede any prior **AGREEMENTS** for this **PROGRAM** between the **PARTIES**.

**WITNESS**, the following authorized signatures of the **PARTIES** hereto:

**AGENCY:**

SIGNATURE DATE

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

PRINTED NAME TITLE

**RADFORD UNIVERSITY**

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

SIGNATURE DATE

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

PRINTED NAME TITLE

**EXHIBIT 1**

**Special parameters of engagement specific to MOA such as classes, credit hours, etc**