

INTERNAL AGREEMENTS/MEMORANDUMS OF UNDERSTANDING

A. Applicability

- a. These procedures apply to all formal internal agreements / Memorandums of Understanding (MOUs) between two or more units of the University of Montana that are intended to remain in force for more than one year or involve University assets or resources valued at \$10,000 or more. Agreements that terminate less than one year after the effective date or that involve University assets or resources of less than \$10,000 do not need to, but may, comply with these procedures.
- b. These procedures establish a record of the understanding and practice of the parties. They are not sufficient to establish a formal legal contract.
- c. These procedures may not be used for agreements regarding employment. All employment agreements are governed by Human Resource Services policies and procedures.
- d. These procedures may not be used for agreements regarding use of space that is governed by the University of Montana [Facilities Use and Access Policies and Procedures](#).
- e. These procedures may only be used for agreements between units of the University of Montana. Agreements involving any party outside the University of Montana must follow procedures applicable to the type of agreement and may require additional review, including review by the Office of Legal Counsel.

B. Definitions

- a. "Department Head" or "Dean" means the head of an academic unit.
- b. "Director" means the head of a non-academic unit.
- c. "Unit Head" means the Dean, Department Head, or Director of a University unit.
- d. "Sector Executive" means a member of the President's Cabinet.
- e. "Internal agreement" or "agreement" means a cooperative arrangement between two or more units of the University of Montana regarding use of space, services, or equipment and fund allocation, distribution, or redistribution.
- f. "Memorandum of Understanding" or "MOU" means the formal written agreement.
- g. "Year" means fiscal year (July 1st through June 30th).

C. Forms of Agreement

- a. All internal agreements that terminate more than one year after the effective date or that involve University assets or resources of \$10,000 or more must be in writing as Memorandums of Understanding (MOUs) and must contain the following provisions:
 - i. Identification of units that are parties to the agreement;
 - ii. Identification of and contact information for the following:
 1. university position and person responsible for implementing the agreement;
 2. university position and person responsible for reviewing, amending, renegotiating, and resolving disputes related to the agreement (if different than the persons implementing the agreement);
 - iii. Purpose of the agreement;
 - iv. Terms of the agreement;
 - v. Effective date;

- vi. Termination date;
 - vii. Authorized signatures from all parties.
- b. All internal agreements are required to be in writing and must contain the following provisions:
 - i. This Memorandum of Understanding (MOU) is intended only to set forth the general understanding of the parties with respect to the subject matter herein, and does not, and is not intended to contractually bind the parties.
 - ii. This MOU sets forth the complete understanding of the parties. It supersedes all prior agreements and negotiations, oral or written, with respect to this subject matter.
 - iii. The President's decisions supersede all internal agreements / MOUs, and the President has the right to terminate any agreement if the President believes it to be in the best interest of the University.
- c. Internal agreements made using the Internal Agreements Memorandum of Understanding form will be deemed compliant with this section if the form is complete.

D. Approvals

- a. All Memorandums of Understanding (MOUs) must be approved by the Unit Head and Sector Executive.
- b. University of Montana Office of Legal Counsel must approve all MOUs created in a format other than the Internal Agreement Memorandum of Understanding Form provided herein.

E. Duration

The initial term of all MOUs must not exceed three years. Upon mutual written consent, the parties may extend the term of the agreement for up to two (2) two-year terms, not to exceed a period of seven years. A new MOU must be issued to extend the agreement beyond the seven-year period.

F. Amendment

Any MOU may be amended any time before the termination date by approval of all parties. Amendments must be in writing and must be approved in the same manner as the original agreement.

G. Record Retention

All parties must retain a written, signed copy of the MOU in either print or digital format for the duration of the agreement. Additionally, a signed copy of the MOU in either print or digital format must be sent to the Office of the Vice President for Administration & Finance. After termination of the agreement, copies of the MOU must be retained in compliance with the Montana University System Record Retention Policy (forthcoming), or, in the absence of a retention policy, for a period of 7 years from the date of termination.

Memorandum of Understanding between

and

Regarding

PURPOSE

[Set forth the purpose of the agreement here].

TERMS

[Set forth the terms of the agreement here].

RESPONSIBLE PARTIES

A. The following persons are responsible for implementing this Memorandum of Understanding:

[Unit A]	[Unit B]
Name, Title	Name, Title
Address	Address
Email	Email
Phone	Phone

B. The following persons are authorized to review, amend, renegotiate, and resolve disputes related to this Memorandum of Understanding (this section may be left blank if the persons responsible for implementation are Unit Heads).

[Unit A]	[Unit B]
Name, Title	Name, Title
Address	Address
Email	Email
Phone	Phone

EFFECTIVE DATES

The Memorandum of Understanding will be in effect on [date and time] and terminate on [date and time].

AGREEMENT

This Memorandum of Understanding (MOU) is intended only to set forth the general understanding of the parties with respect to the subject matter herein, and does not, and is not intended to contractually bind the parties. This MOU sets forth the complete understanding of the parties. It supersedes all prior agreements and negotiations, oral or written, with respect to this subject matter. The President's decisions supersede all internal agreements / MOUs, and the President has the right to terminate any agreement if the President believes it to be in the best interest of the University.

SIGNATURES

UNIT HEAD SIGNATURES

Signature

Signature

Print Name

Print Name

Date

Date

SECTOR EXECUTIVE SIGNATURES

Signature

Signature

Print Name

Print Name

Date

Date

FIRST EXTENSION

By mutual agreement of the parties, this memorandum of understanding is extended to _____.

(DATE)

UNIT HEAD SIGNATURES

Signature

Print Name

Date

Signature

Print Name

Date

SECTOR EXECUTIVE SIGNATURES

Signature

Print Name

Date

Signature

Print Name

Date

SECOND EXTENSION

By mutual agreement of the parties, this memorandum of understanding is extended to_____.

(DATE)

UNIT HEAD SIGNATURES

Signature

Print Name

Date

Signature

Print Name

Date

SECTOR EXECUTIVE SIGNATURES

Signature

Print Name

Date

Signature

Print Name

Date