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Memorandum of Understanding Template

Between

Partner Name 1

Address

Partner Name 2

Address

This Memorandum of Understanding (“MOU”) is made this \_\_ day of \_\_\_ , 20\_, by and between \_\_\_\_\_\_\_, and\_\_\_\_ \_. They may be referred to herein individually as “Party” and together as “Parties.”

1. **Introduction & Recitals**
   1. **WHEREAS,** the Parties recognize *Oregon’s Mid-Coast Water Planning Partnership Water Action Plan* of May 2022.
   2. **WHEREAS**, The Mid-Coast Water Planning Partnership (“Partnership”) seeks to [affirmatively state the applicable **goal/strategy/objective] .[[1]](#footnote-2)**
   3. **WHEREAS,** each of the Parties plays a distinct role in achieving or implementing the [**goal/strategy/objective**. **Briefly describe what Partner Organization 1 brings to the table (ie.Restores and protects streamflows or conducts monitoring) and how they will work to implement the project proposal**. **Briefly describe what Partner Organization 2 brings to the table (ie. Work with property owners to conserve critical lands) and how they will work to implement the project proposal**.
   4. **WHEREAS,** each of the Parties recognizes the advantages of focus, efficiency, leverage, and scale of collective action toward implementing and fulfilling the **goal/strategy/objective**.
   5. **NOW, THEREFORE,** the Parties agree as follows:
2. **Purpose**

The purpose of the Partnership and *Oregon’s Mid-Coast Water Planning Partnership Water Action Plan* is to balance the water needs of our ecosystems, communities, and economies in the Mid-Coast region.

The purpose of this MOU is to outline the commitments of the Parties to operate cooperatively and effectively toward the implementation of elements of the *Water Action Plan.*

* 1. **Geographic Area & Scope**

Define the geographic area and scope of the proposed project/strategy.

* 1. **Programs**

The Parties work together to implement an integrated and strategic portfolio of actions and initiatives designed to make substantive, on-the-ground changes that support the **mission/goal/objective of the strategy** including the following [in sufficient detal]:

* **Program or project component 1** (ie. Working lands conservation);
* **Program or project component 2** (ie. Public Engagement, Outreach, and Education);
* **Program or project component 3** (ie. Stream, riparian, and floodplain restoration and enhancement); and
* **Program or project component 4** (ie. Technical, Administrative, and Engineering Support).

Each Party focuses on those programs best suited to its core competencies as follows:

|  |  |
| --- | --- |
| **Partner Organization 1** | **Partner Organization 2** |
| **Ie. Fish passage and screening** | **Ie. Emergency Management and Planning** |
| **Ie. Water Quality Monitoring** | **Ie. Geophysical Survey** |

These on-the-ground programs can be most successful only when well integrated with other programs that create the social, political, and strategic environment to allow the Partnership to be successful, including the following programs implemented by all of the Parties:

* **Ex. Conservation outreach and education;**
* **Ex. Effectiveness monitoring;**
* **Ex. Integrated strategic and programmatic planning.**
  1. **Membership**

The Members of the MOU for the purposes of this specific project are **the Partner Organization 1 and Partner Organization 2**. A Member may terminate their participation in the MOU at any time by providing a written statement to the other Parties. New Members may be added by consensus of the existing Parties provided the new member shares the MOU’s narrow mission of **Project /Strategy Objective** through the collaborative model employed by the Partnership and fills a specific programmatic niche currently absent, but necessary for the success of the Strategy or other *Water Action Plan* element.

1. **Operations**
   1. **Governance and Decision Making**

Each Member shall assign a single representative responsible for representing that Member in Partnership decision-making. This representative may change periodically or based on the subject matter, but it is the responsibility of the Member to ensure this representative adequately represents the Member’s perspective.

Partnership decisions shall be made by consensus. **Consensus** is a decision-making process in which group members develop and agree to support a decision in the best interest of the whole. A practical definition of consensus is:

* The parties have had an opportunity to share and understand all viewpoints.
* The parties have reached a ‘meeting of the minds’ sufficient to make a decision and carry it out.
* Once agreement has been reached, the Partners are committed to supporting the decision or refraining from blocking or disparaging it.

* 1. **Meetings**

The Parties will establish a regular meeting schedule based on the needs of the Project or Strategy. Meetings will proceed under a written agenda and summary minutes will follow each meeting as a formal record of decisions.

* 1. **Management Activities**

The Parties may assign specific management, coordination, fundraising and other duties to one or more Party or subcontractors to ensure critical activities of the agreement are completed. These assignments, the specific duties, arrangements for compensation and other details will be determined on a case-by-case basis.

* 1. **Financial Commitment**

This MOU requires no financial commitment. Absent any separate agreement among one or more Members, each Member is solely responsible for its individual participation costs.

* 1. **Project Identification and Selection Process**

Each Party is responsible for identifying, developing, implementing and monitoring their own projects and programs to ensure they meet the purposes of the MOU and maintain high standards of accountability, effectiveness, technical and ecological merit.

Parties are expected to identify and present their projects to the Partnership for inclusion on the Partnership’s formal list of activities, and to request specific assistance of the Partnership, if any, in support of that project. A project will be included on the formal list of Partnership activities upon consensus of the Members.

* 1. **Confidentiality**

Notwithstanding provisions made in this MOU, no Party is required to submit any information to the Partnership or any other entity that violates the Party’s confidentially responsibilities. Additionally, no Party shall use confidential information provided by another Partnership Member for any purpose other than that agreed to by the Member providing the information.

1. **Indemnification and liabilitY**

The term “Mid-Coast Water Planning Partnership” describes a collaborative approach to regional water resources planning and implementation work, not a legal relationship. Each Party agrees that it is solely responsible for its own acts and the results thereof, and that this agreement neither creates nor is intended to imply any agency, partnership, joint venture, or employee-employer, or similar legal relationship among the Parties. Under no circumstances shall this agreement be interpreted to make any Party liable for the actions, debts or obligations of any other Party. Each Party agrees to defend, indemnify and hold harmless all other Parties, their officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the individual Party’s performance of this agreement.

1. **Relationship to Existing Laws and REGULATIONS**

This MOU in no way modifies or supersedes existing state laws and statutes. The ultimate authority for water resources regulation and land use and development decisions is retained by the State, applicable Tribes, and other authorities. By executing this MOU, the Parties do not purport to cede or abrogate the decision-making responsibility vested in them by law.

1. **Term and MoDIFICATION of this MOU**

This agreement shall become effective upon the signature of all Parties, shall continue indefinitely, and may be amended at any time by mutual agreement of the Parties in writing. All or part of this agreement may be terminated by consent of all the Parties at any time, upon notice in writing.

IN WITNESS WHEREOF, the Parties have executed their signatures,

**Representative 1**

**E-mail: Date**

**Partner Organization 1**

**Representative 2**

**E-mail: Date**

**Partner Organization 2**

**INSERT RELEVANT MAPS, EXHIBITS, APPENDICES HERE FOR PROJECT**

1. Footnote the imperative/objective for the project/initiative/strategy from the *Water Action Plan*. [↑](#footnote-ref-2)