

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE GEORGE WASHINGTON UNIVERSITY**  
**on behalf of**  
**The George Washington University**

\_\_\_\_\_  
**and**  
\_\_\_\_\_

This Memorandum of Understanding ("MOU") is made as of \_\_\_\_\_ by and between the George Washington University, a congressionally chartered nonprofit corporation located in Washington, DC ("GW"), on behalf of \_\_\_\_\_ ("the Student Organization"), and \_\_\_\_\_ (the "Vendor") with a principal place of business at \_\_\_\_\_, (each, a "Party", and together, the "Parties").

WHEREAS, the Student Organization desires to engage the Vendor to raise funds for the Student Organization (the "Fundraising Event"); and

WHEREAS, the Student Organization desires to provide services during this Fundraising Event to the Vendor in exchange for a donation;

NOW THEREFORE, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GW and the Vendor, intending to be legally bound, have agreed as follows:

**A. DESCRIPTION AND RESPONSIBILITIES**

1. *Dates and Location.* The Fundraising Event will take place on \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_ at \_\_\_\_\_.
2. *Fundraising Event Description.* The Vendor will provide \_\_\_\_\_ (the "Services") for the Fundraising Event. The Parties agree that the Student Organization will pay \_\_\_\_\_ (\$\_\_\_\_\_.00) the Vendor for the provision of these services. Vendor agrees that it will provide Student Organizations the following proceeds from the Fundraising Event: \_\_\_\_\_ ("Proceeds").

3. *Payment for the Sponsorship.* The Vendor shall deliver the Proceeds of the Fundraising Event in the form of a check made out to the George Washington University within ten (10) days of the Fundraising Event. Please note name of Student Organization in the memo line of check or by attached statement. Check should be delivered to:

The George Washington University  
Division for Student Affairs  
ATTN: DSA Financial Services  
800 21st Street, NW, Suite 204  
Washington, DC 20052

## **B. TERMINATION**

Either Party may terminate this MOU for any reason with written notice to the other Party, received at least fourteen (14) days prior to the Fundraising Event.

## **C. MISCELLANEOUS**

1. *Representations and Warranties.* Each Party represents and warrants that: (a) it is duly authorized to operate under the laws of its respective jurisdiction; (b) it is in good standing under the applicable laws of such jurisdiction; (c) it is expressly and duly authorized by its respective institution to execute this MOU; and (d) there are no legal restrictions or bars to each Party entering into this MOU.
2. *Indemnification and Insurance.* Each party shall be responsible for any and all costs, damages, claims, liabilities, or judgments that arise as a result of the negligence or intentional wrongdoing of its employees or other agents ("Party"). Any costs, including reasonable attorney's fees, for damages, claims, liabilities or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing, or failure to perform any obligation undertaken or covenant made in this Agreement shall be paid for, or reimbursed by, the other Party. The Vendor shall maintain, unless otherwise specified, comprehensive general liability insurance in the amount of at least \$1,000,000 combined single limit per occurrence/\$2,000,000 aggregate, worker's compensation coverage including employer's liability in the amount of at least \$1,000,000 per accident, in accordance with appropriate federal and state laws; automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per accident throughout the performance of this Agreement. The comprehensive general and automobile liability insurance policies shall include The George Washington University as an Additional Insured but solely with respect to liability arising from the performance of this agreement.
3. *Limitation of Liability.* Neither Party shall be responsible for, nor entitled to, any indirect, consequential (including lost profits), or punitive damages, regardless of whether the theory giving rise to such damages is tort or contract or otherwise.
4. *Force Majeure.* Neither Party shall be responsible for any failure or delay in its performance under this MOU due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, acts of terrorism, civil unrest, an act of God (including but not limited to fire, flood, earthquakes or other natural disasters), or

governmental action (including but not limited to any law, regulation, Decree, or denial of visas or residence permits).

5. *Governing Law.* This MOU shall be governed and construed, and the rights and obligations of the parties shall be determined, in accordance with the laws of the District of Columbia without regard to conflicts of laws issues.
6. *Dispute Resolution.* Any dispute arising from this MOU shall be resolved by good faith negotiations between the parties. If the parties cannot resolve the dispute via negotiations, either Party may file suit solely in the local or federal courts of the District of Columbia, and all parties hereby consent to the personal jurisdiction and venue of such courts for any such action, regardless of where they may reside or work at the time of such dispute.
7. *Assignment.* Neither Party shall assign this MOU, in whole or in part, without the other Party's prior written consent. Any attempt to assign this MOU, without such consent, shall be null and void.
8. *Waivers.* The delay or failure of either Party to exercise any of its rights under this MOU for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
9. *Severability.* If any part, term or provision of this MOU shall be held void, illegal, unenforceable or in conflict with any law of a government having jurisdiction over this MOU, the validity of the remaining portions or provisions shall not be affected. However, if such invalidity changes the basic intent of the Parties, as set forth in this MOU, the rights, duties, or obligations of the Parties shall be subject to a good faith negotiation.
10. *Use of Name and Marks.* The name of GW and its registered marks may not be used without the prior written consent of GW in each instance.
11. *No Agency.* The parties are strictly independent contractors and are not, in any way, employees, partners, joint venturers, or agents of the other and shall not hold themselves out to be the agent, employer, or partner of the other. Nor does this Agreement create a joint employment relationship. Nothing contained herein shall be construed to give either Party any authority, right, or ability to bind or commit the other in any way. Neither shall, in any way, bind the other in any way unless such Party has received the written consent of the other.
12. *Notices.* All notices required or permitted under this MOU shall be in writing and delivered by confirmed email or by certified mail, and in each instance shall be deemed given upon receipt. All communications shall be sent to:

For GW:

The George Washington University  
Division for Student Affairs  
800 21st Street, NW Suite 204  
Washington, DC 20052  
Phone: 202-994-6555

For Vendor:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Either Party may change its address for notices under this MOU by giving written notice to the other Party by the means specified in this section.

13. *Entire Agreement; Modification.* This MOU constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by an authorized representative of each Party.

***For the George Washington University***

\_\_\_\_\_  
Colette Coleman  
Vice Provost for Student Affairs and  
Dean of Students

Date: \_\_\_\_\_

***For Vendor***

\_\_\_\_\_  
Name:

Title:

Date: \_\_\_\_\_