

YEP: Sample MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is hereby entered into as of the **4/1/2024**, by and between **Child Trends, Incorporated (“Child Trends”)**, a nonprofit organization located at 12300 Twinbrook Parkway, Suite 235, Rockville, MD 20852, and **[Name] (“Contractor”)**, located at [address] for lived experience research services on the Conrad Hilton Foundation – Youth Voice Study. Subject to the following terms and conditions. (Child Trends and Contractor, individually referred to as a “Party,” collectively the “Parties”)

I. SERVICES

The Contractor agree to provide Services in accordance with *Exhibit A- Statement of Work*, attached hereto and incorporated by this reference. The Parties further represent and warrant that they possess the authority to enter into this Agreement for the Services described herein.

II. PERIOD OF PERFORMANCE

The period of performance for this Agreement shall commence on 4/1/2024 and continue through 1/31/2025, unless otherwise agreed by the Parties in writing.

III. REMUNERATION

For satisfactory performance of the work performed by Contractor under this contract, Child Trends shall pay Contractor \$100 per hour not to exceed \$4,000 for 40 hours of lived experience research services. In no event, shall total compensation to Contractor exceed the funding described in this Section III, unless agreed to in advance and in writing by the Parties.

IV. DELIVERABLES

Subject to the rights of the Client, each Party shall retain title to any Intellectual Property embedded in project deliverables, if developed, authored, conceived, or reduced to practice independently and solely by that Party prior to or independent of this Agreement. All project deliverables developed jointly by the Parties during the performance of this Agreement shall be jointly owned by the Parties, unless expressly provided otherwise in any subsequent Agreement between the parties resulting from this MOU.

As to all such jointly owned Intellectual Property, each owning Party shall be free to use, practice and license non-exclusively such jointly owned Intellectual Property, without in any way accounting to the other owning Party, except that each owning Party agrees to use reasonable efforts to maintain such jointly owned Intellectual Property as confidential and proprietary in the same manner it treats its own Intellectual Property of a similar character.

If you have questions about the [Authentic Youth Engagement in Policy Project](#), please contact co-Principal Investigators Amy McKlindon at amcklindon@childtrends.org and Samantha E. Holquist at sholquist@childtrends.org.

This study is supported by the Conrad N. Hilton Foundation through its Foster Youth and Opportunity Youth Initiatives.

V. AUTHORSHIP

The Child Trends Project Staff will make determinations of authorship attribution. Where various levels of authorship credit are deemed appropriate, the contributions of Contractor will be acknowledged, unless otherwise agreed to by the Parties in writing.

VI. INDEMNIFICATION

Both Parties shall indemnify, protect, defend and hold one another and their respective directors, officers, employees, and agents, harmless from and against all liabilities, claims, losses, damages, injuries, demands, actions, causes of actions, suites, proceedings, judgments and expenses, including, without limitation, attorney's fees and expenses arising directly or indirectly from or in connection with their performance of or failure to perform its obligations under this Agreement. Upon request of the other party, the indemnifying party shall assume the defense of any such claim, demand, or action, and shall allow the other party to participate in the defense at their own expense.

VII. DISPUTE RESOLUTION

The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Agreement or any breach of this Agreement. If any such dispute cannot be settled amicably through ordinary negotiations by the representatives of the Parties, either Party may give the other Party notice that it wishes to refer such dispute to executive officers of the Parties, in which event, the authorized executive officers of each Party, or their designees, shall, during a thirty (30) day period following the date of such notice ("Thirty-day Period"), attempt to resolve such dispute.

VIII. AMENDMENT/TERMINATION

This MOU may be supplemented, amended, or revised only in writing by agreement of the Parties. Either Party, in its sole discretion, may terminate all or a portion of this Agreement or the Services at its convenience without cause after giving thirty (30) days advance written notice to the other Party. Such notice shall specify the extent and the effective date of the termination ("Termination Date"). CONTRACTOR shall continue to perform its obligations in good faith until the Termination Date, upon which CONTRACTOR shall immediately stop performance of the activities that are the subject of the termination notice. CHILD TRENDS shall not pay for any costs incurred by CONTRACTOR after the Termination Date.

IX. ENTIRE AGREEMENT

This Agreement and all appendices annexed hereto constitute the complete understanding of the Parties and supersede any other prior agreements. In the event of any conflicting term or covenant between this Agreement and any appendices, this Agreement shall govern and control. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, but any or all of such counterparts and documents shall constitute but one agreement.

IN WITNESS WHEREOF, the undersigned parties by and through their authorized officials do hereby intend to be bound by this Memorandum of Understanding.

Contractor:

Child Trends, Incorporated:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Statement of Work

Project Code:	P228
Project Title:	Youth Voice Study
Period of Performance:	April 1, 2024 - January 31, 2025
Contract Price:	Up to \$4,000

[Name] will participate in the Hilton Foundation Youth Engagement in Policy Study’s research group. They will draw from their lived experience involving youth in policy advocacy to complete the following activities:

- (a) attend meetings, to be scheduled on an approximately monthly basis

- (b) provide feedback on the research questions and design

- (c) partner with Child Trends research staff to collect information about how Hilton Foundation grantee organizations involved and supported youth in policy advocacy efforts

- (d) interpret information about how Hilton Foundation grantee organizations involved and supported youth in policy advocacy efforts

- (e) provide feedback on study findings

- (f) provide feedback on written products sharing study findings

- (g) provide guidance and support the dissemination of study findings