MEMORANDUM OF AGREEMENT
between the
UNIVERSITY OF HAWAI’I, __________
and

This Memorandum of Agreement, (hereinafter “Agreement”) is entered into on this _____ day of __________, by and between the University of Hawai’i, [Full name of UH campus], (hereinafter “[UH campus abbreviation]”), and [Full Name of Other Party], (hereinafter “[Other Party Abbreviation]”). The parties mutually agree as follows:

I. RESPONSIBILITIES OF [UH CAMPUS ABBREVIATION]

1. [UH campus abbreviation] shall provide [name of course], (hereinafter the “Class”). The Class shall be presented in [number of sessions] on [date(s)], at [location and time(s)]. The cost for the Class is [dollar amount].

2. [If field instruction/field trip is included, insert the following information: Location, description of activities involved, who will be providing transportation.]

3. The cost will cover expenses for honoraria, hotel and room rentals, food and refreshment, printing and mailing, airfare and per diem, rental of audio-visual equipments, conference supplies and materials, and other costs associated with conducting the Class.

II. RESPONSIBILITIES OF [OTHER PARTY ABBREVIATION]

1. All costs and fees for the Class shall be paid in full by [Other Party Abbreviation] to [entity to whom payment is due] at [address to remit payment to]. Payment shall be made no later than __________.

2. [Other Party Abbreviation] will provide the names of each participant in the Class and any other information requested by [UH campus abbreviation] in order to support the education and training of the participant.

3. [Other Party Abbreviation] (hereinafter “Indemnitor” for purposes of this paragraph only) shall indemnify, defend and hold harmless the University of Hawai’i, its officers, agents, employees or any person acting on its behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomever brought, arising from any act or omission of Indemnitor, its officers, employees, agents, subcontractors or any person acting on its behalf in the performance of this agreement; and
(2) all claims, suits, and damages by whomsoever brought, by reason of the non-observance or non-performance by Indemnitor, its officers, employees, agents subcontractors, or any person acting on its behalf of any of the terms, covenants and conditions herein or the rules, regulations, ordinances, and laws of the federal state, municipal or county governments. Furthermore, Indemnitor shall reimburse the University of Hawai‘i, its officers, employees, agents, or any person acting on their behalf for all attorneys’ fees, costs, and expenses incurred in connection with the defense of such claims. This provision shall survive termination or expiration of this Agreement. 8

4. [Other Party Abbreviation] agrees to require each participant to read, understand and knowingly and voluntarily sign the attached Waiver and/or Assumption of Risk forms (or any other forms), prior to the start of the Class. A co-signature of a parent or guardian is required if participant is under 18 years of age. The [Other Party Abbreviation] understands and agrees that any participant that fails to provide a signed Waiver and/or Assumption of Risk form shall not be allowed to attend or participate in the Class.7

5. __________ agrees to provide participants with a copy of the attached safety procedures. [Other Party Abbreviation] agrees to obtain a signed written acknowledgment from each participant that they have read and understand the procedures and agree to abide by same. 8

6. [List any other obligation.]

III. MUTUAL AGREEMENTS

1. This Agreement may be amended through a mutually acceptable written statement.

2. This Agreement may be terminated upon thirty (30) days written notice. In the event of any termination of this Agreement prior to the end date, the Indemnitor shall reimburse [UH campus abbreviation] all costs and non-cancelable commitments made prior to termination.

3. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawai‘i. Any action at law or in equity to enforce or interpret the provision of this Agreement shall be brought in a state court of competent jurisdiction in the State of Hawai‘i. The [Other Party Abbreviation], by execution of this Agreement, acknowledges the jurisdiction of the courts of the State of Hawai‘i in this matter.
4. This Agreement represents the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, understandings or agreements, whether oral or written, of the parties regarding this matter.

5. This Agreement may be executed by the parties in counterparts, all of which taken together shall be deemed one and the same instrument.

IV. APPROVALS

By:

_________________________________________ Date: _____________________________
Chancellor, [Full name of UH campus]

By:

_________________________________________ Date: _____________________________
Print Name: ______________________________
Title: ______________________________

Page 3 of 3
1. Insert name of appropriate campus in the first blank and the appropriate abbreviation (i.e., KCC, LCC, HonCC etc. in the second blank).

2. If there is any restriction on the number of students that may enroll, include that limitation in this section.

3. The Office of Research Services must be contacted for review and agreement execution if the class involves the following types of activities:
   a. Activities involving alcohol;
   b. Activities which have a potential fire or explosion risk;
   c. Activities involving travel, use of vehicles or where transportation is to be provided by the University;
   d. Athletic activities;
   e. Activities which involve a risk of serious injury or which require special certification (for example, use of tools such as a band saw or operation of heavy equipment); or
   f. Activities which require special skill.

4. This section should list the items in addition to instruction that will be provided. This paragraph should be edited as appropriate.

5. Insert the date by which payment is desired. If a deposit is necessary, then the following suggested language may be inserted in this paragraph: "A Non-refundable Deposit in the amount of $____________ is due no later than ____ calendar days before the first day of Class. It is agreed that the Class will be subject to cancellation if the Non-Refundable Deposit is not received by this date."

   This additional language may be revised as necessary.

6. Questions regarding the need or applicability of indemnity provision should be directed to the Office of Research Services for review and agreement execution. Note: The University is prohibited from entering into agreements which indemnify the other party. Should the other party request indemnification, please contact the Office of Research Services for agreement review and execution.

7. Waivers and/or Assumption of Risk forms will not be necessary for every class. In general, these forms will be required for classes involving activities listed in endnote 6 above.

8. This paragraph is should be included when applicable. (For example, classes involving labs or use of equipment.) Insert the name of the party providing the safety procedures in the first blank. The procedures may be provided by the UH Campus, the Other Party or the owner of the premises where the class is taking place.