

TO: SASKIA AGUSTIN AND ADELA DIAZ, LATINO ALUMNI ASSOCIATION AT RUTGERS UNIVERSITY
FROM: CARLOS A. FERNANDEZ, DIRECTOR, CENTER FOR LATINO ARTS AND CULTURE, RUTGERS UNIVERSITY
SUBJECT: MEMO OF UNDERSTANDING
DATE: OCTOBER 19, 2009
CC: YVETTE CHOMA, RUTGERS UNIVERSITY ALUMNI ASSOCIATION, AND DELIA PITTS, STUDENT AFFAIRS

Memo of Understanding (MOU) on the establishment of a partnership between the Rutgers Center for Latino Arts and Culture and the Latino Alumni at Rutgers University to support a series of collaborative ventures.

1. WHEREAS the Rutgers University Center for Latino Arts and Culture (CLAC) develops programs and services which use the arts and culture to enhance student academic achievement, leadership, and public service and improve the quality of life for Rutgers University students and the community at large.
2. AND WHEREAS the Latino Alumni Association at Rutgers University (LAARU) was established in January 2009 to serve as a voice and resource for the Latino community at Rutgers University and beyond, to enhance cultural awareness, and provide educational, vocational, and mentoring and networking opportunities to undergraduate, graduate and alumni of Rutgers University.
3. The CLAC and LAARU hereby establish a partnership with the goal of expanding alumni support and advocacy on behalf of students at Rutgers University.

A. AREAS FOR COLLABORATION

1. Outreach to alumni in ways that increase public awareness about the successes and needs of Latinos at Rutgers University
2. Development of alumni-sponsored programs that support Latino student recruitment, retention, and graduation at Rutgers
3. Build program and services that that expand educational, internship and employment opportunities for Latino students at Rutgers

B. PROJECT PERIOD

This **MOU** will be for a period of three years, commencing as of the date of signature, and it may continue for so long as both Parties desire to work under this **MOU**.

C. FINANCIAL RESPONSIBILITIES

1. This MOU does not and shall not obligate any of the Partners to expend appropriations or to enter into any agreements, contracts, or other obligations.
2. Any activities involving the reimbursement or contribution of funds by and between the Partners under this MOU shall be handled in accordance with all laws, regulations, and procedures applicable to each Partner and shall be documented in written agreements, which agreements shall reference this MOU.

3. Each Partner shall provide funding, human resources assistance, equipment, supplies, facilities, training, public information, and expertise to the extent that their participation is required and resources are available.

D. CHANGE OF SCOPE

Project scope is subject to change by agreement between the parties.

E. OWNERSHIP

Any materials developed by CLAC staff and hired-personnel in the performance of the MOU shall be and remain the sole property of Rutgers; provided, however, LAARU shall have an irrevocable, world-wide, royalty-free, non-exclusive license to reproduce, translate, and otherwise use materials. "Materials" for these purposes shall mean recorded information, regardless of form or medium in which recorded.

F. USE OF COPYRIGHTED MATERIAL

Rutgers shall retain rights for any copyrightable materials resulting from work under the MOU. As partner for the project, LAARU will be granted a royalty-free, non-exclusive right to use such materials for internal purposes, and a first right of refusal to license such materials for commercialization.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, ARE LEGALLY AUTHORIZED TO ENTER INTO AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

RUTGERS, THE STATE UNIVERSITY OF
NEW JERSEY

LATINO ALUMNI ASSOCIATION AT
RUTGERS UNIVERSITY

Signature

Signature

Typed Name

Typed Name

Title

Title

Date

Date