# Memorandum of Understanding

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Items listed in brackets [ ] below will be added as part of your form submission.

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**Date:** [Current Date]

**Between:**

Adventure Bags, Inc, a nonprofit organization incorporated under the laws of Georgia ("ABI"),

**and**

[Partnering Agency's Name], a [Type of Organization]_organized under the laws of Georgia ("Partner").

**WITNESSETH:**

WHEREAS, ABI is dedicated to partnering with local agencies and organizations to provide a pre-packed bags (an "Adventure Bag") to be distributed to displaced and in-crisis children; and

WHEREAS, Partner desires to receive such Adventure Bags from ABI; and

WHEREAS, ABI is willing to provide such Adventure Bags to Partner;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**I. Purpose**

The purpose of this MOU is to outline the terms and conditions under which ABI will provide Adventure Bags to Partner.

**II. Roles and Responsibilities**

**A. ABI's Responsibilities**

ABI shall:

1. Provide Adventure Bags to Partner in accordance with the terms of this MOU.
2. ABI will compile and have Adventure Bags ready for pick up by Partner at its main office located at The Wimberly Center in Winder, GA, or its satellite distribution center located at Chatsworth First Baptist Church in Chatsworth, GA, as determined by ABI.
3. Provide a list of items to Partner outlining any donations items that are acceptable for Adventure Bags.

**B. Partner's Responsibilities**

Partner shall:

1. Cooperate with ABI in the performance of the services.
2. Provide such Adventure Bags directly to those children that are displaced or in-crisis. “Displaced” shall mean a child being forced from their home or place of habitual residence, and “in-crisis” shall mean a sudden situation of intense difficulty, trouble, or danger.
3. Not charge any end-user of such Adventure Bags any fee, whether it be monetary or an exchange of services.
4. Not engage in discrimination of any kind. Distributions to individuals will be free of discrimination based on race, ethnicity, citizenship, religion, sex, age, disability, sexual orientation, or gender identity.
5. Accept donations from Adventure Bags, Inc. in “as is” condition, and inspect donations for fitness for distribution to children.
6. Keep donations from Adventure Bags, Inc. in a clean and secure location.
7. Not be given to own organization’s staff for personal use.
8. Not use Adventure Bags for community-wide events such as Back-to-School or Holiday Events.
9. Make every effort to avoid duplication of services and to avoid providing bags to persons who will sell, exchange or barter the bags and/or their contents.
10. Pick up the Adventure Bags from ABI’s home office or satellite office, as determined by ABI.
11. Provide feedback and/or impact stories to ABI, along with making social media posts as it distributes the Adventure Bags.
12. Donate supplies for ABI to compile new Adventure Bags, when available.
13. Inform its staff and volunteers of the conditions of this agreement.

**III. Scope of Services**

The services to be provided by ABI to Partner under this MOU shall include the compilation and delivery of Adventure Bags as outlined in the responsibilities above.

**IV. Confidentiality**

All information disclosed by one party to the other party in connection with this MOU, whether written or oral, shall be considered confidential and shall not be disclosed to any third party without the prior written consent of the disclosing party, except as required by law.

**V. Term and Termination**

This MOU shall commence on [Start Date] and shall continue until [End Date] or terminated earlier in accordance with this section. Either party may terminate this MOU with 30 days written notice to the other party or immediately by ABI should it determine that Partner has violated its responsibilities described herein.

**VI. Governing Law**

This MOU shall be governed by and construed in accordance with the laws of the State of Georgia.

**VII. Entire Agreement**

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, both oral and written.

**VIII. Counterparts**

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

**[Signature attached from form]**