



Contract #: PPSC _____

MEMORANDUM OF UNDERSTANDING

AND
PIKES PEAK STATE COLLEGE

THIS MEMORANDUM OF UNDERSTANDING (MOU) made this _____ day of _____ by and between the State of Colorado, by and through the Department of Higher Education, State Board for Community Colleges and Occupational Education, for the use and benefit of Pikes Peak State College located at 5675 S. Academy Blvd., Colorado Springs, Colorado 80906, hereinafter referred to as "PPSC" and _____ located _____ hereinafter referred to as "_____."

RECITALS

PPSC provides _____

(explain what we do)

_____ provides _____

(explain what they do)

It is the desire of both PPSC and _____ to _____

(explain what we want to do together)

THEREFORE, PPSC and _____ do hereby agree: _____

(You can reference costs – like for a class – but there can be no specific costs in this MOU or it becomes an agreement/contract)

DRAFT

1. General Information. (Basic info about what the plan is but not specific responsibilities)

a. _____

b. _____

c. _____

2. PPSC Responsibilities:

a. _____

b. _____

c. _____

3. _____ Responsibilities:

a. _____

b. _____

c. _____

4. Term: This contract shall be effective upon final signature and shall be in effect for _____ year with an option to renew for _____ additional years.

DRAFT

5. **Termination for Convenience.** Either party may terminate this Agreement for any reason by providing thirty days written notice to the other party of its intention to terminate.

6. **Integration of Understandings.** This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied in a written contract executed and approved pursuant to the State Fiscal Rules.

7. **Choice of Law.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

8. **Employee Financial Interest. CRS 24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.

9. **Full Power and Authority.** The parties hereby represent and warrant that they each respectively has full power and authority to undertake the obligations set forth in this Agreement, and that they have not entered into any other agreement, nor shall they enter into any other agreement, that would render them incapable of satisfactorily performing their obligations hereunder or that would place them in a position of conflict of interest or be inconsistent with obligations hereunder.

Contract Routing Number: PPSC_____

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for _____ hereby swear and affirm that they are authorized to act on _____'s behalf and acknowledge that PPSC is relying on their representations to that effect.

<p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>_____</p> <p>Signature</p> <p>Date: _____</p>	<p>STATE OF COLORADO</p> <p>Jared Polis, GOVERNOR</p> <p>Department of Higher Education, State Board for Community Colleges and Occupational Education for the use and benefit of Pikes Peak State College</p> <p>_____</p> <p>By:</p> <p>Date: _____</p>
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