**THE QUILT COMMUNITY MUTUAL ASSISTANCE PACT**

**MEMORANDUM OF UNDERSTANDING**

1. **Parties: Effective Date**

This Memorandum of Understanding (MoU) is a nonbinding statement of intent between The Quilt, Inc. a not-for-profit corporation that is incorporated in Washington D.C. (“The Quilt”), and [INSERT NAME] (“Participant”) -, a -[Insert Description] within the State of XX and at all times a Member of The Quilt, and is dated this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2020. Neither The Quilt nor Participant will have any obligations or liability in connection with this MOU or its subject matter, except as may be agreed under a separate written agreement signed by such party.

1. **Background**

***Given that,*** information technology and telecommunications are increasingly important to the services The Quilt’s Member organizations provide; and

***Given that,*** collaboration between Member organizations may allow for more effective planning and better response time to a variety of critical events; and

***Given that,*** The Quilt has proposed the creation of a Quilt Community Mutual Assistance Pact ("QCMAP") and has offered to facilitate its development and serve as a clearing house to allow Member organizations to post the resources and expertise they may, from time to time, make available to other Members; and

***Given that,*** the primary goal of the QCMAP is to create a framework that allows the Members to voluntarily combine and utilize resources and expertise to provide mutual aid; and

***Given that,*** the QCMAP would allow each Member included in the QCMAP to call on other Members for possible assistance in order to adequately combat information technology disasters/outages and other unplanned events; and

***Given that****,* it is advantageous that a MoU be executed for the possible exchange of mutual aid between Members:

Therefore, The Quilt and Participant intend to participate in the Quilt Community Mutual Assistance Pact as follows:

1. The Quilt will provide and maintain a central online repository that lists each of the resources of mutual aid that Participant and other Members may offer to each other, and associated contact information. Access to this repository will be limited to Participant and other Members participating in the QCMAP. Participant will keep the repository contents and its access credentials confidential. The Quilt will serve as a listing facilitator.
2. Participant will offer mutual aid to other Members, which may primarily be infrastructure, facilities, or staff (“Potential Resources”) as outlined in Exhibit A by Participant. If Participant will provide Potential Resources to a Member, this must be agreed to by Participant and such Member separately from this MoU. The Quilt is not a party to or responsible for any such arrangement.
3. It is acknowledged that Potential Resources are offered in good faith, are subject to availability, and subject to change without notice.
4. Participant retains the sole right to grant or deny requests for Potential Resources from other Members.
5. In the event that Participant receives Potential Resources from another Member, then Participant assumes all responsibility for the utilization of the Potential Resources. Participant will work with the Member on any software, licensing, or other contractual issues that may be involved in the sharing of resources.
6. Participant will periodically review and update its listings of Potential Resources with The Quilt.
7. When Participant borrows a Potential Resource from another Member, it will return the resource as quickly as possible.
8. Participant may request the return of its Potential Resource at any time, however, Participant understands that its Potential Resource might remain with the using Member until its issue is resolved and that the using Member will endeavor to minimize the utilization time.Participant will make every effort to be reasonable in the time allotted for utilization of its Potential Resources.
9. Participant may withdraw from the QCMAP, or The Quilt may remove Participant from the QCMAP, at any time upon 30 days’ advance notice. Such withdrawal or removal will also terminate The Quilt’s and Participant’s intent to follow this MoU.
10. This MoU will not alter or retract any agreement(s) between The Quilt, Participant or any other Member. Also, this MoU does not create any agency relationship, partnership, joint venture, or other entity of any kind.

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| [Insert Organization Name] |  | The Quilt, Inc. |
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*Dated:* **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *Dated:* **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Exhibit A: Member’s Potential Resources**

Please list and describe resources that Participant may offer to other Participants and to the community in the event of an emergency (examples: *remnant data center space located at {address}, or .25 FTE available for Active Directory assistance*):

* Please list here

As stated in the MoU, it is understood that resource availability is subject to change without notice.