

**MEMORANDUM OF UNDERSTANDING  
BETWEEN NON PROFIT AGENCY AND COMMUNITY BASED ORGANIZATION**

**THIS MEMORANDUM OF UNDERSTANDING** (the "MOU") made as of this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_ (the "Execution Date"),

**BETWEEN:**

Foot Print To Success Clubhouse of 3511 NW 8th Ave., Pompano Beach, Florida 33064

(the "Party")

AND

XXXXXXX

**BACKGROUND:**

- A. Foot Print to Success Clubhouse is a nonprofit working with consumers with a serious and persistent mental illnesses in developing the skills and confidence necessary to lead satisfying and productive lives in the community and wishes to partner with \_\_\_\_\_ who provides \_\_\_\_\_.
- B. This Memorandum of Understanding (MOU), while not a legally binding document, does indicate a voluntary agreement to assist in the implementation of the plans described in the Individual Placement and Support (IPS) Program an employment service that helps more people with mental illness obtain employment. This grant is funded through the Broward Behavioral Health Coalition and is expected to have a three year funding cycle.
- C. This MOU will establish the basic terms to be used in a future agreement between the Parties. The terms contained in this MOU are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

**Non-Binding**

- 1. This MOU does not create a binding agreement between the Party and will not be enforceable. Only the future agreement, duly executed by the Party, will be enforceable. The terms and conditions of any future agreement will supersede any terms and conditions contained in this

MOU. The Party are not prevented from entering into negotiations with other third parties with regard to the subject matter of this MOU.

**Transaction Description**

- 2. Describe the subject of this transaction:

Beginning from signature date through the existence of the IPS Program, Foot Print to Success Clubhouse wishes to partner with \_\_\_\_\_ in addressing the needs of consumers with serious and persistent mental illnesses in developing the skills and confidence necessary to lead satisfying and productive lives in the community.

**Representations**

- 3. The merging Party represents and warrants that their respective assets, real property or personal property, which constitutes any or all of this proposed transaction, are free and clear of any liens, charges, encumbrances or rights of others. If the representations of one or more of the Parties are untrue upon the Closing Date, then any remaining Parties may terminate any future agreement without penalty.

**Length of Agreement:**

- 4. This MOU shall begin upon signature and is renewable from year to year, unless either party gives notice of intent to withdraw from the project.

**Agency Provisions**

- 5. In addition to continuing the on-going program planning and review process of the IPS Program, the non-profit organization will provide the following services in specific support of this project:
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
- 6. In addition to participating in the on-going planning and review process of the above mentioned project, the community based organization will provide the following services in specific support of this project:
  - 1. \_\_\_\_\_

2. \_\_\_\_\_

**Termination**

7. This MOU may be terminated by either party, for any reason, by giving 30 days written notice.

This MOU accurately reflects the understanding between the Party, signed on this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

Per: \_\_\_\_\_ (Seal)

Foot Print To Success Clubhouse (Party)