1. **INTRODUCTION**

THIS MEMORANDUM OF AGREEMENT (MOA) (“MEMORANDUM”), dated \_\_\_\_\_\_\_\_\_\_, 2023 between [Cope applicant coalition] (“PARTNER”) a coalition established under the laws of the United States of America with its offices in the [Cope applicant coalition’s county], Arkansas represented by [Cope applicant project lead’s full name, Title]; and [Mentee coalition] (“PARTNER”), an Arkansas, USA coalition with its principal place of business in [Mentee coalition’s county], USA, represented by [Mentee coalition’s coalition leader’s full name, Title]; collectively referred to as “the partners.”

1. **GOAL**

The goal of this agreement is for [Cope applicant coalition] to provide mentorship to [Mentee coalition] to prepare [Mentee coalition] to apply for the Drug Free Communities Support Program grant funding from the Centers for Disease Control and Prevention.

1. **AREAS OF COLLABORATION**

[Cope applicant coalition] will meet at least once monthly to provide guidance and mentorship to [mentee coalition] with a focus on the coalition’s development. This can include the sharing of knowledge and lessons learned, coalition development and sustainability, sustainable finance, technology sharing, etc.

1. **ROLES AND RESPONSIBILITIES OF PARTNERS**

[Cope applicant coalition] will schedule meetings with [Mentee coalition], will make themselves available to provide support to [Mentee coalition], share knowledge and lessons learned, assist [Mentee coalition] with their preparation to apply for Arkansas Opioid Recovery Partnership funding or Drug Free Communities Support Program funding as available

[Mentee coalition] will make themselves available to meet with [Cope applicant coalition] monthly, will prepare to apply for either Arkansas Opioid Recovery Partnership (ARORP) funding or Drug Free Communities Support Program funding as available

1. **PRINCIPAL CONTACTS**

The principal contacts for each one of the organizations is:

[Cope applicant coalition]:

[Cope applicant project lead’s full name]

[Title]

[Address]

[Phone number]

[Cope applicant coalition]:

[Cope applicant project lead’s full name]

[Title]

[Address]

[Phone number]

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

1. **USE OF INTELLECTUAL PROPERTY**

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOA, can be used by either party for development purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOA will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

1. **EFFECTIVE DATES AND AMENDMENTS**

This MOA shall take effect upon signing by both Parties and shall remain in effect for a period of one year from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOA without the prior written consent of the other party.

The MOA may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOA may only be amended or waived by mutual agreement by both Parties.

The individuals signing this MOA on behalf of their respective entities represent and warrant (without personal liability therefore) that upon the signature of each, this MOA shall have been duly executed by the entity each represents.

1. **TERMINATION**

Neither may terminate this MOA without written permission from ARORP until the end of the agreement.

1. **TRANSFER OF FUNDS**

The parties acknowledge and agree that this MOA does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOA. Such subsequent agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein.

1. **NO JOINT VENTURE**

Notwithstanding the terms “Partners” and “Partnership,” the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Parter will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

1. ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners.

For [COPE Applicant Coalition] [DATE}

Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For [Mentee Coalition] [DATE}

Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_