

MEMORANDUM OF UNDERSTANDING (MOU)
Between
THE FOUNDATION FOR CALIFORNIA STATE UNIVERSITY,
MONTEREY BAY AND
BOYS AND GIRLS CLUBS OF MONTEREY COUNTY

THIS AGREEMENT is executed this ____ day of _____, 2004 by and between the BOYS AND GIRLS CLUBS OF MONTEREY COUNTY and CALIFORNIA STATE UNIVERSITY, MONTEREY BAY (called CSUMB).

RECITALS

The Boys and Girls Clubs of Monterey County (BGC) and the Reciprocal University for the Arts Project at CSUMB have collaborated on several projects over the last three years. CSUMB has sent students, faculty and staff to BGC and BCG youngsters and staff have come to the CSUMB campus. This collaboration has laid the groundwork for the proposed music project.

PURPOSE

The goal of this MOU is to explain the responsibilities of each party in the completion of a music project that will be offered to students at the BGC facilities in Seaside and Salinas in the spring of 2004. The CSUMB units directly involved in this program are the Reciprocal University for the Arts Project (RUAP) and the Department of Music and Performing Arts.

OBJECTIVE OF THE MOU

The objective of this MOU is the creation of a new collaborative effort between CSUMB and BGC. The goals of the music project are (1) to teach African drumming and Latin jazz guitar to youngsters, thereby helping them to reclaim an African and Latino musical heritage; (2) to integrate a lasting cultural musical tradition into each community; (3) to help young people achieve a sense of pride, knowledge and connection to the global community

on which they are a part; and (4) to foster a closer relationship between the community and the university.

PROGRAM ORGANIZATION AND ADMINISTRATION

CSUMB agrees:

1. To provide necessary administrative support to recruit CSUMB students to work on the project;
2. To hire artists and consultants to work on the project;
3. To cover the costs of those artists, consultants and administrative staff;
4. To provide necessary supplies and musical instruments;
5. To work with staff from BGC to establish meeting times and locations;
6. To start the project in March 2004 and complete it by June 2004;
7. To provide copies of materials that may be created about the project, as well as a copy of the final report on the project to BGC staff.

The Boys and Girls Clubs of Monterey County agrees:

1. To work with faculty and staff from CSUMB to establish meeting times and locations;
2. To provide space for the music lessons and a secure place to store the musical instruments;
3. To have a staff member available at the site during the lessons;
4. To provide insurance coverage for the instruments that are stored at BGC

INDEMNIFICATION

The California State University system has elected to be insured by its General Liability Exposures through the self-insured CSU Risk Management Authority. CSUMB shall be responsible for damages caused by the negligence of its directors, officers, agents and employees occurring in the performance of this Agreement. The Boys and Girls Clubs of Monterey County shall be responsible for damages caused by the negligence of its directors, officers, agents and employees occurring in the performance of

this Agreement. It is the intention of CSUMB and the Boys and Girls Clubs of Monterey County that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, agents and employees.

IN WITNESS whereof, the parties have caused this MOU to be executed.

For BOYS AND GIRLS CLUBS OF MONTEREY COUNTY

Signature Date _____

Name and Title

For CALIFORNIA STATE UNIVERSITY, MONTEREY BAY

Signature Date _____

Name and Title