

Memorandum of Understanding
Between
Middlebury Institute of International Studies at Monterey
And
County of Monterey

The President and Fellows of Middlebury College d/b/a “The Middlebury Institute of International Studies at Monterey” (“MIIS”) and the County of Monterey, represented by the Civil Rights Office (CRO) building on mutual interests hereby resolve to cooperate as follows:

1. **Purpose/Objective**

This MOU is designed to formalize the partnership between MIIS and the County of Monterey for the Mesoamerican Language Access Project. The primary goal of this initiative is to enhance the visibility and understanding of indigenous communities within Monterey County through detailed data gathering and analysis.

2. **Area of Cooperation**

In alignment with the shared principles of mutual benefit and respect, MIIS and the County of Monterey will collaborate on the Mesoamerican Language Access Project. This partnership will focus on systematically documenting the indigenous populations in Monterey County and addressing all related tasks to achieve this objective effectively.

3. **Additional Areas of Cooperation**

The two institutions will explore additional potential joint or collaborative activities that may further both of their respective missions including:

- a. **Separate Agreement for each Area of Cooperation or Project.** The parties agree that this MOU may be amended to include work noted in section 2. “Additional Areas of Cooperation.” Any specific program will be subject to mutual consent, availability of funds, and approval of both parties.
- b. **Duration of MOU.** This Memorandum of Understanding will be in force for three years from the date of execution hereof unless terminated earlier upon ninety (90) days’ written notice by either party. Upon termination of this Memorandum of Understanding, any activities currently underway shall be wound down in a professional manner so as to minimize the disruption of students enrolled in a program.
- c. **Renewal.** This Memorandum of Understanding may be renewed if, after consultation and discussion, both institutions agree in writing to renew.

- d. **Communications.** Each party shall designate a person or office to serve as liaison for implementing this Agreement.

For County of Monterey:

Juan P. Rodriguez

Civil Rights Office

1441 Schilling Place

Salinas, CA 93901

Tel: 831-755-5117; Fax: 831-775-8521; RodriguezJP1@countyofmonterey.gov

For MIIS:

Jill Stoffers, Senior Director of Institutional Partnerships

460 Pierce Street, Monterey, CA 93940

Tel: 831-647-6571; Fax: 831-647-4188 jill.stoffers@miis.edu.

4. Party Responsibilities

- a. **MIIS Responsibilities:** MIIS will provide academic expertise, data analysis support, and project management resources necessary for the successful completion of the Mesoamerican Language Access Project.
- b. **Civil Rights Office Responsibilities:** The County of Monterey through the Civil Rights Office, will facilitate access to relevant population data, coordinate with local community organizations, and provide logistical support for fieldwork and data collection.

5. Curriculum/Program Change.

MIIS shall communicate to the Civil Rights Office within a reasonable amount of time as needed, any curriculum or program changes or policies that may affect this Agreement (e.g. new, revised, suspended, or discontinued courses, programs, or policies). MIIS will work with the Civil Rights Office to minimize disruption of enrolled students to the greatest extent practical.

6. Confidentiality.

Both parties agree to keep confidential and not to disclose to third parties any confidential information provided by MIIS pursuant to or learned by the Civil Rights Office during this Agreement unless the Civil Rights Office has received the prior written consent of MIIS to make such disclosure. MIIS shall similarly obligate, in writing, all persons to whom such information is necessarily disclosed to maintain the information in strict confidence. This obligation of confidentiality does not extend to any information that: 1) Was in the possession of the Civil

Rights Office at the time of disclosure by MIIS, directly or indirectly; 2) Is or shall become, through no fault of [Institution], available to the public; or 3) Is independently developed and hereafter supplied to [Institution] by a third party without restriction or disclosure. the Civil Rights Office agrees that, if this confidential obligation is breached, MIIS shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other rights and remedies otherwise available. The rights and obligations of the parties under this section shall survive any expiration or termination of the Agreement.

Notwithstanding the above and to the extent that in its execution of this Agreement the Civil Rights Office obtains student education records and then must use or re-disclose those education records, the Civil Rights Office agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act ("FERPA" - 20 U.S.C. 1232g, 34 CFR Part 99), as amended or otherwise modified, which govern the use and re-disclosure of personally identifiable information from education records, including without limitation the requirements of 34 CFR §99.33(a). The terms, "education records" and "personally identifiable information" shall have the meanings given to them under FERPA and the accompanying regulations (see 34 CFR §99.3).

General

a. **Indemnification.** Each party shall indemnify, defend, save, and hold harmless the other party, its officers, directors, agents, and employees from any and all liability, loss, damage, claims, causes of action, and expenses (including without limitation reasonable attorneys' fees) caused or asserted to have been caused, directly or indirectly, by third-parties in connection with the performance of this Agreement, to the extent that such liability or damage is caused in whole or in part, by such party's negligence, willful misconduct, or breach of this Agreement. Each party shall promptly notify the other party of any claims threatened or made or suit instituted that could result in a claim for or right to indemnification under this Agreement. The provisions of this section shall survive termination of this Agreement as to acts or omissions occurring prior to the effective date of termination.

b. **Insurance.** Each party shall maintain sufficient insurance or self-insurance to cover potential liabilities caused or arising out of the actions or omissions of its directors, officers, agents, students and/or employees under this Agreement. Evidence of such insurance or self-insurance shall be provided to the other party upon request. Students should be encouraged to purchase travelers' insurance.

c. **Student liability.** Neither Party is liable for the personal belongings or behavior of a student, especially students that violate national or local laws or regulations, or the rules, procedures, and conduct policies of either institution.

d. **Force Majeure.** Notwithstanding any other term in this Agreement, neither party shall be liable or held responsible, nor be deemed to have defaulted under or breached this Agreement, for delay or failure to perform its obligations under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the party, including but not

limited to: fire, floods, landslides, earthquakes, catastrophes, explosions, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, failure or default of public utilities or common carriers, national emergencies, natural disasters, governmental regulations, acts of God, pandemics, epidemics, diseases or public health emergencies of domestic or international concern, acts, omissions or delays in acting by any governmental authority, delay in transportation, including act or omission of carriers, death or illness of key personnel, delays or failure to perform by subcontractors, or similar causes or acts beyond its control and without its fault or negligence (“Force Majeure Event”). The party claiming Force Majeure will provide prompt oral and written notice of any delay or failure to perform that occurs by reason of Force Majeure; will diligently use all reasonable efforts to remove the cause, condition, event or circumstance of such Force Majeure; and, will promptly give written notice when such Force Majeure Event has been terminated.

e. **Notices.** Notices that are required to be given in writing under this Agreement shall be delivered (1) by email, and if requested by mail or courier. Notices will become effective on receipt.

f. **Publicity; No Use of Names.** Except for promotion of this agreement, neither party may publicly disclose this Agreement or information with respect to activities contemplated herein without the prior written consent of the other party. Neither party may use the names, emblem, or logos of the other party in any publicity, marketing, promotions, or for any other purpose without prior written consent of the other.

g. **Assignment.** Neither party has the right to assign this Agreement or any of its rights or responsibilities hereunder.

h. **Nondiscrimination.** Each party agrees to subscribe to the principle of equal opportunity and shall not discriminate on any basis prohibited by applicable law, including on the basis of race, sex, age, ethnicity, religion, or national origin in the administration of this Agreement.

i. **Waiver.** The failure of either party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

j. **Invalid Provision.** In the event any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

k. **Relationship between the Parties.** Nothing herein shall be construed to create a legal partnership, agency, joint venture, or teaming agreement between the parties.

l. **Entire Agreement; Modifications.** The terms and conditions herein constitute the entire agreement and understanding by and between the parties and shall supersede all other communications, negotiations, arrangements, and agreements either oral or written, with respect to the subject matter herein. The Parties may modify or amend this Agreement at any time only by mutual written agreement.

- m. **Counterparts.** This Agreement may be executed in duplicate, and each original shall be equally effective.
- n. **Early Termination:** Either party may terminate this MOU with ninety (90) days' written notice if it determines that the collaboration is no longer viable or beneficial.
- o. **Obligations Upon Termination:** Upon termination, both parties will ensure that any ongoing work is concluded professionally, and any remaining obligations are fulfilled.
- p. **Dispute Resolution.** In the event of any controversy, dispute or claim arising under or relating to this Agreement, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If settlement is not reached within 60 days, any unresolved controversy or claim arising out of or relating to this Agreement, the parties agree to participate in mediation in accordance with the mediation procedures of United States Arbitration & Mediation. The parties agree to share equally in the costs of the mediation. The mediation shall be administered in a reasonable location mutually agreed upon by both parties.
- q. **Applicable Law/Venue.** This Agreement shall be governed by and interpreted with the laws of the State of California. The venue and jurisdiction for the resolution of any such disputes shall be determined by mutual agreement.
- r. In witness whereof, the parties have caused their duly authorized agents to execute this Agreement.

**The President and Fellows of Middlebury
College d/b/a The Middlebury Institute of
International Studies at Monterey**

By: 

Name: Dr. Jeff Dayton-Johnson

Title: Vice President for Academic Affairs

And Dean of the Institute

Date: September 23, 2024

**County of Monterey, represented by the
Civil Rights Office**

By: _____

Name: Juan P. Rodriguez, JD, MA, LLB

Title: Civil Rights Officer

Date: