

MEMORANDUM OF UNDERSTANDING
Between
THE COLLEGE OF THE FLORIDA KEYS
And
VOCATIONAL REHABILITATION, MONROE COUNTY

This Memorandum of Understanding ("MOU") is entered into as of the 29 day of January, 2025 (the "Effective Date"), by and between **THE COLLEGE OF THE FLORIDA KEYS** ("CFK") and **VOCATIONAL REHABILITATION, MONROE COUNTY** ("VR") collectively the "Parties." The Parties agree to work towards developing the highest quality collaborations and programs for the mutual advancement of both Parties.

Whereas, both Parties recognize the following commonalities:

- The compatibility of the direction and interest of their educational and employment services to the college community;

Whereas, the Parties' collaboration will facilitate:

- The dissemination of resources available to College students with documented disabilities;

Therefore, the Parties agree to pursue the following goals:

1. CFK and VR will assign a local liaison within each organization to serve as a point of contact for the dissemination of resources.
2. CFK and VR will establish a schedule and location at one or more of CFK's locations where College students may learn more about VR resources.
3. Both Parties agree that the schedule and location must receive prior written approval.

Both Parties understand, that this MOU serves as framework for collaborative activities. Specific agreements would need to be drafted by CFK and VR in the case that the exploration of these areas leads to further developments. These agreements would need to be approved by authorities at each Party. Nothing in this MOU shall be construed as creating any affirmative legal obligations between the Parties.

Both Parties recognize that intellectual property, including ownership of any copyrights and/or patents, will be addressed and included in subsequent agreements for specific activities as necessary and appropriate by and between the Parties.

This MOU is non-exclusive, is effective on the date of its final signing, and will terminate after three years

This MOU may be terminated by either Party at any time and for any reason by providing thirty (30) day written notice to the other Party. Said notice shall be sent in accordance with the Notice provisions below. In the event one Party terminates this MOU for any reason in the future, the Parties shall work in good faith to continue at a minimum to fulfill any remaining collaboration obligations in effect at the time of termination.

This MOU represents the entire agreement between the Parties and supersedes all prior oral or written statements or agreements. This MOU may only be amended by written amendments duly executed by the Parties hereto.

Notices

Any notice to either party must be in writing and signed by the Party giving it, and served: 1) by hand; 2) e-mail and/or postal carrier, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained, and addressed as follows:

The College of the Florida Keys
Jonathan Gueverra, Ed.D.
5901 College Road, Key West, FL 33040

Vocational Rehabilitation, Monroe County
Meghan Heding
2796 Overseas Highway Suite 212
Marathon, FL 33050

Notice is effective upon receipt.

This MOU may not be assigned by either Party without the express written consent of the other, such consent to be at the sole discretion of the grantor.

The Parties mutually agree that no Party shall be liable for the acts of the other Party. Each Party shall fully indemnify the others including for all legal costs, against any claim in contract, tort or criminal law made against a Party for their acts or omissions of any kind in relation to this agreement. For the avoidance of doubt, the intention is that no Party to this agreement shall in any way become liable for the actions of another Party in any suit by a third party, regardless of the merit of any such claim.

This MOU is governed by the laws of the State of Florida and venue of any actions arising out of this agreement shall be in the state courts in Monroe County, Florida.

The duly authorized representatives of the parties hereby execute this AGREEMENT as of the date noted above.

THE COLLEGE OF THE FLORIDA KEYS

VOCATIONAL REHABILITATION, MONROE COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____