

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF UPPER MARLBORO AND THE PRINCE GEORGE'S COUNTY MEMORIAL LIBRARY SYSTEM**

## **BACKGROUND:**

This Document will establish the basic terms to be used in a future agreement between the Parties listed above to install a historic marker sign along Main Street in front of the Upper Marlboro Library Branch located at 14730 Main St, Upper Marlboro, MD 20772. The terms contained in this Document 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:

## **Roles and responsibilities**

- The Town of Upper Marlboro Department of Public Works will install the historical informational sign on PGCMLS Upper Marlboro Branch library property
- The Town of Upper Marlboro will cover the sign under its insurance policy.
- The Town of Upper Marlboro Department of Public Works will maintain the sign to ensure it is in good repair and cleanliness.
- The Prince George's County Memorial Library system will allow the Town of Upper Marlboro to install the sign on its property.

## **Duration of the MOU**

This is a non-binding Memorandum of Understanding will apply from date of signature and will continue for a period of 5 years, then renew on a 5-year basis. 30 days written notice is needed to terminate the MOU.

## **Non-Binding**

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

### **Dispute resolution**

If a dispute or difference arises between the parties out of or in connection with this MOU, either party may give the other a written notice specifying the dispute or difference

Within [insert number] days of the date of the notice, a person holding a position of senior management of each party must meet and undertake negotiations in good faith and on a without prejudice basis with a view to resolving the dispute or difference.

## **Variation**

The parties may agree to vary any of the requirements of this MOU. Such agreement must be in writing and signed by both parties.

## **Advertising and announcements**

Unless required by law, an announcement, circular or other public disclosure including promotional materials such as newsletters, brochures, flyers or annual reports, referring to the contents or subject matter of this MOU, must not be made or permitted by a party without the prior written approval of the other party.

## **Confidentiality**

The parties acknowledge that information disclosed by one party to the other (the disclosing party) in the course of the subject matter of this MOU may be confidential and unless required by law must not be disclosed to a third party except with the prior written consent of the disclosing party.

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Sarah Franklin  
Mayor/President Board of Town Commissioners  
The Town of Upper Marlboro

Date:

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Prince George's County Memorial Library System

Date: