



Appendix A

Memorandum of Understanding

Article I: Community-Based Online Learning Program-Specific Legal Terms and Conditions

Article II: Standard Legal Terms and Conditions



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is hereby made and entered into by and between the Butte-Glenn Community College District ("District"), on behalf of its sponsored program the California Virtual Campus ("CVC"), and _____, a community-based organization ("CBO").

WHEREAS, District has received prime funding from the California Community Colleges Chancellor's Office ("Granting Agency") for the purpose of performing work for the project entitled "California Virtual Campus" and funded under Grant Number 05-008-001 ("Grant"); and

WHEREAS, District is authorized and desires to enter into a MOU for the purpose described herein under the Grant; and

WHEREAS, CBO has expressed a willingness to enter into this MOU for the purpose described herein, and is specifically qualified and equipped to perform the work and/or services herein described in the manner contemplated herein; and

NOW THEREFORE, in consideration of the promises contained in this MOU, the parties agree as follows:

1. **PURPOSE.** The purpose of this MOU is to define the roles and responsibilities of the parties as it relates to the provision of high-speed Internet connectivity to community-based organizations to deliver online programs and services to their constituents.
2. **COMMON OBJECTIVE.** The parties to this MOU have the common overall objective of using high-speed network connectivity and online educational resources to enable community-based organizations to form partnerships with California Community Colleges and offer programs and services that improve the quality of life for low-income community residents in the nine (9) economic districts of California.
3. **JOINT RESPONSIBILITIES.** None.
4. **RESPONSIBILITIES OF DISTRICT.** District agrees to perform the following activities and provide the following resources: directly fund the initial setup and ongoing costs for high-speed Internet connectivity for CBO to the California Research and Education Network (CalREN). Speed shall be specified in the initial award notification, at a minimum speed of T-1/1.54MB/S.
5. **RESPONSIBILITIES OF CBO.** CBO agrees to perform the following activities and provide the following resources: perform the services and activities as specified in the Annual Work Plan and Performance Indicators, attached to this MOU as Exhibit A and incorporated by reference herein.
6. **TERM OF MOU.** This MOU will become effective on DATE, and will remain in effect until DATE, unless terminated earlier in accordance with this MOU.
7. **TERMINATION.** This MOU may be terminated, without cause, by either party upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the person signing this MOU.
8. **PAYMENT.** No payment shall be made to, or no reimbursement will be sought by, either party by the other party as a result of this MOU. District shall directly pay the costs for Internet connectivity, ongoing access charges, and technical support required for connectivity to CBO and programmatic support.
9. **GENERAL PROVISIONS**
 - A. **AMENDMENTS.** This MOU may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, signed and dated by both parties.
 - B. **FUNDS UNAVAILABLE.** This MOU may be terminated immediately if funds become unavailable for the support of the program for which the services are provided. In the event termination is pursuant to this paragraph, a notice specifying reason for termination shall be sent as soon as possible after the termination in accordance with the procedures set forth in the Termination paragraph of this MOU.

- C. INDEMNIFICATION. To the fullest extent permitted by law, CBO shall defend, indemnify, and hold harmless District, its trustees, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of CBO, its agents, employees, or subcontractors in the performance of this MOU.
- D. ENTIRETY OF AGREEMENT. This MOU contains the entire agreement and understanding between the parties and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.
- E. APPLICABLE LAW. This MOU shall be construed in accordance with and governed by the laws of the State of California. The parties shall have all remedies available by law or in equity.
- F. RESOLUTION OF DISPUTES. The parties to this MOU agree to resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this MOU.
- G. SEVERABILITY. If any term, provision, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the MOU shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.
- H. TERMS AND CONDITIONS. The parties to this MOU acknowledge that they have read and understood this MOU completely, and will fully comply with all terms and conditions of this MOU set forth herein.

IN WITNESS WHEREOF, the parties to this MOU have executed this MOU by their duly authorized representatives on the dates of their signatures.

NAME OF CBO

By: _____
(Signature of person authorized to execute Agreement.)
Name: _____
Title: _____
Address: _____
Phone No.: _____
Date: _____

DISTRICT

By: _____
(Signature of person authorized to execute Agreement.)
Name: _____
Title: _____
Date: _____

Recommended By:
Signature: _____
Name: _____
Title: _____
Phone No.: _____
Date: _____

MEMORANDUM OF UNDERSTANDING

ARTICLE I

Community-Based Online Learning Program-Specific Legal Terms and Conditions

1. Cost and Payments

In consideration of satisfactory performance of work plan described in the CBOs proposal, the Butte-Glenn Community College District (hereinafter District) agrees to provide Internet connectivity services to the CBO.

2. Project Activity Changes

Project activity changes or amendments involving an extension of time are subject to applicable program limitations, but in no event may any such project changes or amendments permit usage of connectivity after June 30th of the second year following the period for which the funds were appropriated.

- CBO may make changes to any project activities without the approval of the Project Monitor so long as the outcomes of the Award will not be materially affected.
- Award amendments are required for project activity changes if the outcome of the Award is materially affected. The request for such changes should include a letter of justification; three copies of a revised Project Workplan, and any other Proposal documents which will be affected as a result of this, all of which have been signed by the Executive Director or his/her designee, in an ink color other than black.
- The amendment request should be mailed to the Project Monitor. CBO will be notified if the request is approved or if additional information is required. In any event, the CBO shall implement changes only upon written notification by the Project Monitor. Additionally, the next Progress Report must show the new project activity changes.

3. Reporting

The following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

One original and one copy of a Progress/Year to Date Expenditure Report	January 10, 2010
Award Renewal Request	February 27, 2010
One original and two copies of a Final Report and Final Expenditure Report	June 30, 2010

MEMORANDUM OF UNDERSTANDING

ARTICLE II

Standard Legal Terms and Conditions

1. Work to be Performed

The CBO shall complete the tasks described in the CBO's proposal.

CBO may request modifications to the work to be performed. All such requests must be submitted in writing to the Project Monitor prior to the modification being made. The Project Monitor may require that a Award Amendment be processed, if the monitor determines that the change would materially affect the project outcomes or the term of this Award.

2. Amendments

An amendment of this MOU is required when the CBO wishes to extend the completion date or materially change the work to be performed (see Article I section 2 and Article II section 1). The request must be made on the appropriate form provided by the Project Monitor and must be submitted to the Project Monitor prior to making the desired alteration in the performance or expenditures under the Award. Requests for amendments should be received 60 days before the end of the performance period.

No amendment may permit usage of Award resources after June 30th of the second year following the period for which the funds were appropriated.

3. Unenforceable Provision

In the event that any provision of this MOU is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this MOU have force and effect and shall not be affected thereby.

4. Dispute

In the event of a dispute, CBO agrees to file a "Notice of Dispute" with the Butte-Glenn Community College District, within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director, Butte Center for Research and Technology or his or her designee shall meet with the CBO, and the Project Monitor for purposes of resolving the dispute. The decision of the Executive Director shall be final.

In the event of a dispute, the language contained within this MOU shall prevail over any other language including that of the Award proposal.

Contractor shall continue with the responsibilities under this MOU during any dispute.

5. Notice

Either party may give notice to the other party by sending certified mail properly addressed, postage fully prepaid to the other party's business address. Notices to be sent to the District

shall be addressed to the Project Monitor at Butte-Glenn Community College District, 3536 Butte Campus Drive, Oroville, CA. Notices to be sent to the CBO shall be addressed to the Project Director at the CBO's address as specified on the face sheet of this MOU. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by the post office, such notice shall be postponed 24 hours for each such intervening day.

6. Interpretation

In the interpretation of this Award, any inconsistencies between the terms hereof and the Exhibits shall be resolved in favor of the terms hereof.

7. Project Director and Key Personnel

The Project Director is designated by the CBO on the face sheet of the Award, and the key personnel are identified in the proposal. The CBO may change the Project Director or other key personnel, but the CBO shall immediately notify the Project Monitor in writing of any such changes.

8. Project Monitor

The Project Monitor is designated by the District on the face sheet of the Award. The Project Monitor is responsible for overseeing the project and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the District may change the Project Monitor by written notice sent to the CBO.

9. Budget Concerns

- a. It is mutually understood between the parties that this Award may have been written before ascertaining the availability of state or federal funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if this Award were executed after the determination was made.
- b. It is mutually agreed that if the state or federal budget for the current year and/or any subsequent years covered under this MOU does not appropriate sufficient funds for the program, this Award shall have no force and effect. In this event, the District shall have no liability to pay any funds whatsoever to CBO or to furnish any consideration under this Award and CBO shall not be obligated to perform any provisions of this Award.
- c. In addition, this Award is subject to any additional restrictions, funding reductions, limitations or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, term, or funding of this Award in any manner. The parties hereby agree that the District will notify CBO of any such changes affecting the terms of this Award, but need not execute an amendment to modify the Award.

10. Assignment

CBO may not transfer by assignment or novation the performance of this MOU or any part thereof except with the prior written approval of the Project Monitor. Nor may CBO, without the prior written consent of the Project Monitor, assign any other right that CBO may have under this MOU. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional

written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

11. Audit

CBO agrees that the District, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this MOU. CBO agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. CBO agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CBO agrees to include a similar right of the District, or their designated representative(s) to audit records and interview staff in any subcontract or subaward related to performance of this MOU.

13. Products and Deliverables

- a. Each deliverable to be provided under this Award shall be submitted to and approved by the Project Monitor.
- b. Any document or written report prepared, in whole or in part by CBO, or its subcontractors or subawardees, shall contain the Award number and dollar amount of the Award and subcontracts or subawards relating to the preparation of such document or written report. The Award and subcontract or subaward numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- c. When multiple documents or written reports are the subject or product of the Award, the disclosure section must also contain a statement indicating that the total Award amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)
- d. All products resulting from this Award or its subcontracts in whole or in part shall reference the California Virtual Campus, California Community Colleges and the specific funding source.
- e. All references to the project shall include the phrase, "funded in part by the California Virtual Campus, California Community Colleges."

14. Standards of Conduct

CBO hereby assures that, in administering this Award, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Award and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the CBO in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Award will be administered in an impartial manner, free from personal, financial, or political gain. The CBO, and its officers and employees, in administering the Award, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- b. **Conducting Business with Relatives.** No relative by blood, adoption, or marriage of any officer or employee of the CBO, or of any member of its governing board, will receive favorable treatment in the award of subcontracts or subawards or in educational or employment opportunities funded by this Award.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering the Award, officers and employees of the CBO will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. **Avoidance of Conflicts of Economic Interests.**
 1. CBO shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this MOU shall have any personal financial interest or benefit which either directly or indirectly arises from this Award. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 2. CBO shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose which could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 3. An officer or employee of CBO, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by CBO or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Award funds will be used solely for purposes allowed under this MOU.
 4. The governing board may not authorize the award of any subcontract or subaward funded by this Award, if that contract, subcontract or subaward is for the provision of services or goods by any board member, or by any person or entity which is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of District employees, in administering this Award, officers and employees of the CBO will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of District employees.

15. Time Is of the Essence

Time is of the essence in this Award. In case either party shall fail to perform the agreement on its part to be performed, at the time fixed for the performance of such respective agreement by the terms of this Award or by any extension thereof, the other party may at its election terminate the Award. Such termination shall be in addition to and not in lieu of any other legal remedies provided by this Award or by law.

16. Surveys

If this Award involves a survey of community college faculty, staff, students, or administrators, CBO shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the CBO from the District or another source.

17 Work by District Personnel

- a. District staff will be permitted to work side by side with CBO's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, District staff will be given access to all data, working papers, subcontracts, etc., which CBO may seek to utilize.
- b. CBO will not be permitted to utilize District personnel for the performance of services which are the responsibility of CBO unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to CBO for the services of District employees while performing, coordinating or monitoring functions, except where an Interjurisdictional Exchange agreement has been properly executed.

18. Termination

- a. Termination Option. Either party may at its option terminate this Award at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the District shall pay CBO for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of CBO have been avoided, but not in excess of the maximum payable under the Award as specified on the MOU. In such event, CBO agrees to relinquish possession of equipment purchased for this project to the District or CBO may, with approval of the District, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Award, the District may, without any prejudice to any of its other legal remedies, terminate this Award upon five (5) days' written notice to the CBO. In the event of such termination the District may select a new CBO to proceed with the work in any manner deemed proper by the District. The cost to the District of having the project completed by another CBO shall be deducted from any sum due CBO under this Award, and the balance, if any, shall be paid to CBO upon demand. Whether or not the District elects to proceed with the project, the District shall

pay CBO only the reasonable value of the services theretofore rendered by CBO as may be agreed upon by the parties or determined by a court of law.

- c. **Gratuities.** The District may, by written notice to CBO, terminate the right of CBO to proceed under this Award if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by CBO or any agent or representative of CBO to any officer or employee of the District with a view toward securing a Award or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such Award.

In the event this Award is terminated as provided herein, the District shall be entitled to (1) pursue the same remedies against CBO as it could pursue in the event of the breach of the Award by the CBO, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by CBO in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Award.

19. Waiver

No waiver of any breach of this Award shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Award shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the District to enforce at any time any of the provisions of this MOU, or to require at any time performance by CBO of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this MOU or any part thereof or the right of District to thereafter enforce each and every such provision.

20. Workers' Compensation Insurance

CBO hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this MOU, or is self-insured in accordance with the provisions of Labor Code section 3700, and agrees to furnish to the District satisfactory evidence thereof at any time the Project Monitor may request.

21. Law Governing

It is understood and agreed that this Award shall be governed by the laws of the State of California both as to interpretation and performance.

22. Participation in Award-Funded Activities

- a. During the performance of this Award, CBO and its subcontractors or subawardees shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in, any program or activity funded under this Award on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability.
- b. Programs funded by this Award should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any

informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by this Award, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors. The District may, by written approval of the Chancellor, Award an exception to the requirements of this paragraph where CBO provides documentation clearly demonstrating that designing a program for a particular group of students is justified under applicable legal standards as a remedy for past discrimination.

23. Eligibility for Noncitizens

Funds provided under this Award shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to section 401 (with respect to federally funded activities) or section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). CBO certifies that all of its employees and/or subcontractors or subawardees are qualified pursuant to these provisions.

24. Nondiscrimination Clause

- a. During the performance of this Award, BO and its subcontractors or subawardees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, political affiliation, or position in a labor dispute. CBO and subcontractors or subawardees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. CBO and its subcontractors or subawardees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

25. Accessibility for Persons with Disabilities

- a. By signing this MOU, CBO assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- b. CBO shall, upon request by any person, make any materials produced with Award funds available in braille, large print, electronic text, or other appropriate alternate format. CBO shall establish policies and procedures to respond to such requests in a timely manner.

- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by CBO, whether purchased, leased or provided under some other arrangement for use in connection with this Award, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- d. Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- e. CBO shall respond, and shall require its subcontractors and subawardees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
- f. CBO and its subcontractors and subawardees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. CBO shall incorporate the requirements of this section into all subcontract or subAward agreements to perform work under this Award.

26. Drug-Free Workplace Certification

By signing this Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the MOU will:

1. Receive a copy of the CBO's drug-free policy statement; and,
2. Agree to abide by the terms of the CBO's policy statement as a condition of employment on the Award.

27. Captions

The clause headings appearing in this MOU have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

28. Indemnification

CBO agrees to indemnify, defend and save harmless the District, the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subawardees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Award, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CBO in the performance of this Award.

29. Independent Status of CBO

The CBO, and the agents and employees of CBO, in the performance of this MOU, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

30. MOU is Complete

No amendment, alteration or variation of the terms of this Award shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this MOU is binding on any of the parties.