

DISCLAIMER: This document is a sample MOA between AmeriCorps Affiliate project sponsors and CNCS provided for informational purposes only and the text of a final MOA for a selected project may be different. An MOA is not valid until signed by both the sponsoring organization and CNCS; the MOA should be reviewed by the sponsoring organization and their legal counsel prior to signing.

## DRAFT MOA FOR AMERICORPS AFFILIATE PILOT

### MEMORANDUM OF AGREEMENT

Between

[SPONSOR]

EIN:

and

The Corporation for National and Community Service (CNCS)

*Pursuant to the National and Community Service Act of 1990, as amended, (NCSA), in particular, Sections 123(8) and 192A(g)(10)(B) of the NCSA.*

This Memorandum of Agreement (“the Agreement”) between the Corporation for National and Community Service (CNCS) and [Sponsor Name] (“the Sponsor”), sets forth the parties’ understanding concerning the establishment and operation of a national service program, pursuant to the NCSA, in particular, Sections 123(8) and 192A(g)(10)(B) of the NCSA.

In consideration for the designation of certain positions as approved national service positions, the Sponsor, by accepting national service positions under this agreement, the Sponsor agrees to comply with and be bound by the terms of this agreement.

The primary purpose of the Agreement is for CNCS to designate up to [number] of service positions as approved national service positions under Section 123(8) of the NCSA that may be filled by the Sponsor during the period of this Agreement.

## I. GENERAL PROVISIONS

### 1. Number of Positions Designated as Approved National Service Positions

The total number of positions designated for the project proposed in the Sponsor's application is up to [Number]. Of the total number of designated positions, [number] are of [slot type], [number] are of [slot type], and [number] are of [slot type].

## 2. Status of Individuals Serving in AmeriCorps Affiliate Positions

Individuals serving in designated positions are not employees of CNCS. The statutory provision (42 U.S.C. § 12511 (30)) that states that an AmeriCorps State and National member shall not be considered an employee of the organization through which the individual is serving **does not apply** to individuals serving in AmeriCorps Affiliate positions. Sponsors should consult their legal counsel on the employment status of individuals in AmeriCorps Affiliate positions. Sponsors are strongly encouraged to check with their insurance provider regarding liability coverage for members.

## 3. Affiliation with AmeriCorps and CNCS

### a. Identification as an AmeriCorps Affiliate Program or Member.

The Sponsor shall identify the program as an AmeriCorps Affiliate program and members as AmeriCorps Affiliate members. All agreements with operating sites or service locations related to the AmeriCorps Affiliate program must explicitly state that the program is an AmeriCorps Affiliate program and that the Segal AmeriCorps Education is being provided by CNCS.

### b. The AmeriCorps Affiliate Name and Logo.

AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo. All Sponsors and Operating Site websites shall clearly state that they are an AmeriCorps Affiliate and shall prominently display the AmeriCorps logo. Sponsors and Operating Sites shall use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, on-line position postings or other recruitment materials, orientation materials, AmeriCorps Affiliate member curriculum materials, signs, banners, press releases and publications related to their AmeriCorps Affiliate program in accordance with CNCS requirements.

To publicize the relationship between the Sponsors and Operating Sites and AmeriCorps Affiliate programs, the Sponsor shall describe their program as "an AmeriCorps Affiliate program." Sponsors and Operating Sites shall provide information or training to their AmeriCorps Affiliate members about how their program is part of the national AmeriCorps Affiliate program and about the other national service programs of CNCS. Sponsors and Operating Sites are strongly encouraged to place signs that include the AmeriCorps name and logo at their service sites and may use the slogan "AmeriCorps Serving Here." AmeriCorps Affiliate members should state that they are serving in an AmeriCorps Affiliate program during public speaking opportunities.

The Sponsor may not alter the AmeriCorps logo, and must obtain written permission from CNCS before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The Sponsor may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute, regulation, or this Agreement.

## II. RESPONSIBILITIES OF THE PARTIES

### 1. CNCS Responsibilities

CNCS will:

- a. Provide technical assistance to the Sponsor in planning, development, and implementation of the project.
- b. Periodically review and assist the Sponsor's use of individuals in designated positions to achieve the objectives and perform the task(s) designated in this Agreement.
- c. Make slots, as specified in Paragraph I.1, available in the National Service Trust for enrollment of members by the Sponsor.

### 2. Sponsor Responsibilities

The Sponsor will:

- a. Operate the project in accordance with this Agreement and in accordance with the provisions of applicable program policies and regulations, the national service laws and other Federal laws, regulations, and policies which are, or become, applicable to the program.
- b. Operate and conduct activities in accordance with the approved application, application ID xxxxx, which is specifically incorporated by reference into this Agreement.
- c. Engage in best efforts to accomplish the goals set out for the individuals designated in this Agreement and the overall mission of the AmeriCorps Affiliate program activities.
- d. Arrange and be responsible for providing onsite orientation for all individuals in the AmeriCorps Affiliate program under this Agreement.
- e. Arrange for the supervision of individuals in AmeriCorps Affiliate positions.
- f. Provide, or arrange for the provision of, all resources and project support, both financial and non-financial, needed to successfully conduct the project.
- g. Report any changes in the status to an individual serving in an Affiliate position within 30 days of such change.

h. Maintain such records and accounts, including the tracking of creditable hours served by individuals in approved national service positions, and make such reports and investigations concerning matters involving individuals and the project, as CNCS may require. The Sponsor agrees to retain such records as CNCS may require for a period of three years after completion or termination of the Project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to CNCS for the purpose of litigation, audit or examination.

j. Submit progress reports as follows within the required time frames:

By October 30 for the period being start of award through Sept. 30.

By July 30 with a reporting period of start of award through June 30.

k. Make every reasonable effort to ensure that the health and safety of all individuals in AmeriCorps Affiliate positions are protected during the performance of their assigned duties. The Sponsor shall not assign or require individuals in AmeriCorps Affiliate positions to perform duties which would jeopardize their safety or cause them to sustain injuries. Members may not participate in projects that pose undue safety risks.

l. Should activities be organized in the communities where the individuals in designated positions are serving, allow the individuals to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, September 11<sup>th</sup> Day of Service and Remembrance, and National Volunteer Week.

m. The Sponsor may carry out a Project through, in part, one or more operating sites. Operating sites are organizations that administer the program. Sponsors may be operating sites, but operating sites may be affiliates, chapters, or unaffiliated non-profit or public organizations. The Sponsor must enter into an operating site agreement with each operating site. An operating site agreement must include, at minimum, the following elements:

- (1) Include a project plan to be implemented by the operating site;
- (2) Specify what records are to be kept and for how long and what reports are to be submitted and when;
- (3) Specify the responsibilities of the parties and other program requirements;
- (4) Specify the suspension and termination policies and procedures for the operating site.
- (5) Reflect the written understanding and agreement that: (i) the operating site is required to properly ensure that the project is to be carried out in conformity with all applicable laws, regulations, policies, procedures and program guidance; and (ii) the operating site must provide Progress Reports to the Sponsor on the activities of members on a periodic basis that allows the Sponsor to make timely report submission to CNCS; and
- (6) Written understanding and agreement that while the Sponsor maintains responsibility for the operating site's proper use of individuals in designated

positions, the Sponsor may hold the operating site financially responsible for the inappropriate use of all such individuals in designated positions.

n. Notwithstanding any agreement the Sponsor has with an operating site or other entity, the Sponsor retains responsibility for compliance with this Memorandum of Agreement, all applicable laws and regulations, and all applicable policies, procedures, and program guidance issued by CNCS.

o. Before an individual serves in an AmeriCorps Affiliate position, the Sponsor shall ensure that it conducts a nationwide search of the National Sex Offender Public Website (NSOPW.gov), prints the results of the search, and note on the printout whether any of the individuals listed are the individual applying to serve in an AmeriCorps Affiliate position. All states and territories must be checked before the individual begins service. The Sponsor shall conduct the other screening procedures as noted in their approved application, application ID xxxx.

p. Promptly respond to requests for information about the AmeriCorps Affiliate activities and engage in program evaluation activities, as requested by CNCS.

### III. Terms and Conditions of AmeriCorps Affiliate Program Operation

Further, in consideration of designation of positions as approved national service positions, the project Sponsor will operate the project in a manner consistent with the following:

1. Nondiscrimination: No person with responsibilities in the operation of the project shall discriminate against any individual in a designated position, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service. Sponsor agrees to be bound by the requirements of Title VI and VII of the Civil Rights Act, the Age in Discrimination in Employment Act, the Americans with Disability Act and the Pregnancy Discrimination Act.

2. Sexual Harassment: Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The Sponsor is responsible for violations of the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur.

#### 3. Delegation

The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement, with the exception of delegation or assignment to approved operating sites. Individuals in designated positions may be assigned by the Sponsor to perform duties with other public or private non-profit agencies or organizations (“operating sites”) as described in the application and in accordance with written agreements.

#### 4. Waste, Fraud, and Abuse

Sponsor is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:

- a. Gross mismanagement or waste under this Agreement;
- b. An abuse of authority relating to this Agreement (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);
- c. A substantial and specific danger to public health or safety, or
- d. A violation of law, rule, or regulation.

The Sponsor is required to notify all of its employees that an employee may disclose suspected wrongdoing described above to any of the following:

- a. the CNCS Office of Inspector General;
- b. A CNCS employee responsible for oversight or management of this Agreement;
- c. A management official or other employee of the Sponsor who has the responsibility to investigate, discover, or address misconduct.

#### 6. Recruitment, Selection, Enrollment, and Exit of Individuals in AmeriCorps Affiliate Positions

a. The Sponsor must notify CNCS's National Service Trust, via the My AmeriCorps Portal, within 30 days of a member's start of, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits.

The Sponsor also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is changed. Failure to report such changes within 30 days may result in sanctions to the Sponsor. Sponsors or operating sites meet notification requirements by using the appropriate electronic system to inform CNCS of changes within the required time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

b. Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Sponsors may also include an informed consent form of their own design as part of the member service agreement materials.

c. Programs and activities must be accessible to persons with disabilities, and the Sponsor or operating site must provide reasonable accommodation to the known mental or physical

disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

d. The Sponsor is required to ensure that all operating sites and all service locations are entered in the My AmeriCorps portal for all members within 30 days of members' starting a term of service. The Sponsor is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select the one where the member serves a majority of his or her hours for the member's assignment, however, all service locations must be listed in the portal.

e. The Sponsor must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Within 30 days of the end of their term of service, the Sponsor must update Members record in the MyAmeriCorps portal to reflect that the Member has been exited.

f. In order for an AmeriCorps Affiliate member to receive an education award from the National Service Trust, the Sponsor must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The Sponsor (and any individual or entity acting on behalf of the Sponsor) is responsible for the accuracy of the information certified on the end-of-term certification. The Sponsor must retain documentation (e.g. timesheets) to support the hours certified in the National Service Trust.

g. Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the funds erroneously expended and subject to civil and criminal sanctions. This includes, but is not limited to, individuals who fraudulently certify member hours in the National Service Trust.

h. The Sponsor is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 42 USC § 12584a), activity that would violate the non-duplication and non-displacement requirements (see 42 USC § 12637). Position descriptions must be provided to CNCS upon request. The Sponsor must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for an education award.

i. The Sponsor must require that each member sign a member service agreement that includes, at minimum, the following:

1. Member position description;

2. The minimum number of service hours (as required by this agreement) and other requirements (as developed by the Sponsor) necessary to successfully complete the term of service and to be eligible for the education award;
3. The amount of the education award being offered for successful completion of the terms of service in which the individual is enrolling;
4. Standards of conduct, as developed by the Sponsor and/or service location;
5. The list of prohibited activities, including those specified at 42 USC 12584a;
6. The text of 45 CFR §§ 2540.100(e)-(f), which relates to Non- duplication and Nondisplacement;
8. Civil rights requirements, complaint procedures, and rights of beneficiaries;
9. Suspension and termination rules;
10. The specific circumstances under which a member may be released for cause;
11. Dispute resolution procedures; and
12. Other requirements established by the Sponsor.

The Sponsor should ensure that the AmeriCorps Affiliate member agreement is signed before commencement of service so that members are fully aware of their rights and responsibilities.

j. While accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, members may not engage in the following activities (see 42 USC 12584a):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

8. Providing a direct benefit to—

a. A business organized for profit;

b. A labor union;

c. A partisan political organization;

d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and

9. An organization engaged in the religious activities described in paragraph 7, above, unless CNCS assistance is not used to support those religious activities; Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive; and

10. Providing abortion services or referrals for receipt of such services.

Individuals in designated positions may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their own initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

k. Not more than 20% of an individual's term of service may be spent in training.

l. The Sponsor must conduct and keep a record of an end-of-term written evaluation of each member's performance. The end-of-term evaluation should address, at a minimum, the following factors:

1. Whether the member has completed the required number of hours;

2. Whether the member has satisfactorily completed assignments; and

3. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.

m. The Sponsor is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps Affiliate member's supervisor. This time and attendance record is used to document eligibility for post-service benefits. Time and attendance records must be signed and dated both by the member and his/her supervisor.

n. Member Death or Injury. The Sponsor must immediately report any member deaths or serious injuries to the designated CNCS Program Officer.

o. Except for individuals serving in 100-hour positions, Sponsors may release members from participation for compelling personal circumstances when the Sponsor determines that the criteria for such a release is met. See 45 CFR § 2522.230 for requirements. Determinations that reasons for a member's exit are for compelling personal circumstances must be supported by sufficient documentation. Whether the reason for the release amounts to circumstances beyond the member's control is determined by the Sponsor, consistent with the criteria listed in 45 CFR § 2522.230(a). Failure to follow the requirements set forth in regulation (e.g., releasing an individual for compelling personal circumstances when the individual has not satisfied the criteria, such as when the individual is leaving to go to school) is considered non-compliance with this Agreement. If a Sponsor determines that an individual has met the criteria for release for compelling personal circumstances, the individual may be eligible for a pro-rated Segal Education Award.

p. Sponsors may release a member for cause. A release for cause covers all circumstances in which a member does not successfully complete his/her term of service. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause from a first term—e.g. the individual has decided to take a job offer—but who, otherwise, performed well, would not be disqualified from enrolling for a subsequent term as long as the individual received a satisfactory performance evaluation for the first period of service.

q. Recordkeeping. The Sponsor must maintain records sufficient to establish that each member was eligible to participate and that the member successfully completed all program requirements. A program may store member files electronically and use electronic signatures if the program can ensure the validity and integrity of the record and signature is maintained.

The program's electronic storage procedures and system must provide for the safe-keeping and security of the records, including:

1. Sufficient prevention of unauthorized alterations or erasures of records;
2. Effective security measures to ensure that only authorized persons have access to records;
3. Adequate measures designed to prevent physical damage to records; and

4. A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

1. Storage of the records in a physically accessible location;
2. Clear and accurate labeling of all records; and
3. Storage of the records in a usable, readable format.

r. **Verification of Eligibility.** Unless an individual's social security number and citizenship was verified through the My AmeriCorps Portal, the Sponsor must obtain and maintain documentation listed in 45 CFR § 2522.200(c). CNCS does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the Sponsor has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

s. **Confidential Member Information.** The Sponsor must maintain the confidentiality of information regarding individual members. The Sponsor must obtain the prior written consent of all members (or their parent or legal guardian, if under 18, before using their names, photographs and other identifying information for publicity, promotional or other purposes. Sponsors may release aggregate and other non-identifying information, and are required to release member information to CNCS and its designated contractors.

t. **Programmatic Changes.** The Sponsor may not make the following changes without executing an Amendment to this Agreement:

1. Changes in the scope, objectives or goals of the program;
2. Substantial changes in the level of member supervision;
3. Entering into additional agreements for activities by individuals in AmeriCorps Affiliate positions under this agreement, but not identified or included in this Agreement.

u. Sponsors agree that they will apply measurable performance goals and evaluation methods (such as the use of surveys of participants and persons served), which are to be used to determine the impact of the program on 1) communities and persons served by the projects performed by the program, 2) on participants who take part in the projects, and 3) in such other areas CNCS may require. Additionally, Sponsors shall cooperate with any evaluation activities undertaken by CNCS.

#### IV. CHANGES IN MEMBER TERMS OF SERVICE OR PROGRAM SLOTS

1. Changes that Require CNCS Approval. Circumstances may arise within a program that necessitate changing the type of unfilled member positions under this Agreement, or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. A change in the number of member service year (One Member Service Year (MSY) is equivalent to a full-time AmeriCorps position (at least 1700 service hours.)) positions under the Agreement requires an Amendment.

a. Changing Slot Types (unfilled positions). The Sponsor may change the type of slots awarded to their program if:

- i. The change does not increase the total MSYs authorized under this Agreement (e.g. one half-time position cannot be changed to one full-time position); and
- ii. The change does not increase the value of the education award.

All changes to slot type are subject to availability of funds in the Trust, must be Trust neutral, and must comply with all assumptions on which Trust prudence and continued solvency are predicted. Changes in slot type may be made by the Sponsor directly in the My AmeriCorps Portal.

2. Changing a Term of Service (currently enrolled positions). Changes in terms of service may not result in an increased number of MSYs for the program.

a. Full-time. CNCS may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of such requests. It is not allowable to transfer currently enrolled full-time members to a less than full-time status simply to provide a less than full-time education award.

b. Less than Full-time. Sponsors may not change less than full-time members to full-time slots.

c. Refilling Slots. Sponsors that have fully enrolled the slots under this Agreement are allowed to replace any member who terminates service before completing 30 percent of his/her term provided that the member who is terminated is not eligible for and does not receive a pro-rated education award. Programs may not refill the same slot more than once. 100-hour slots may not be refilled.

As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, CNCS will suspend refilling if either total enrollment reaches 97 percent of awarded slots; or the number of refills reaches five percent of awarded slots.

3. Sponsors may transfer refill slots between operating sites as long as they can ensure and document that the same slot is not refilled more than once. Refill slot transfers between operating sites require CNCS Program Officer assistance. Refill slots may not be combined with unfilled slots.

## V. DEFINITIONS

1. Sponsor, for the purposes of this agreement, means the organization that applied for approval of national service positions. The Sponsor is legally accountable to CNCS for the use of member positions, and is bound by this Agreement. The Sponsor is responsible for ensuring that other organizations carrying out activities under this Agreement comply with all applicable Federal requirements and this Agreement.

2. Operating site means the organization that manages the AmeriCorps Affiliate program and places members into service locations.

3. Program refers to the activities supported under the Agreement.

4. Service Location means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.

5. Member means an individual:

a. Who has been selected by a Sponsor, or operating site pursuant to an agreement with the Sponsor, to serve in an approved national service position;

b. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;

6. NCSA means the National and Community Service Act of 1990, as amended, (42 U.S.C. § 12501, et seq.).

## VI. ENFORCEMENT

CNCS has strong interests in ensuring Sponsor compliance with the statutory, regulatory, and agency terms and conditions applicable to Sponsors. CNCS has an equally strong interest in holding individuals in designated positions harmless in cases of Sponsor or operating site noncompliance where the noncompliance was entirely outside the Members' control. This Enforcement clause balances these interests. In the case of noncompliance, CNCS may require that Sponsors fund the Members' Education Award, up to its full amount, in cases where the Sponsor's noncompliance was outside the control of the Member and would otherwise imperil the earned value (Earned value means the number of bona fide hours of service performed by the member irrespective of the Sponsor's noncompliance) of the Education Award. By accepting the designation of service positions as approved national service positions under this Agreement, the Sponsor agrees that upon request by CNCS, it will deposit funds in the National Service Trust commensurate with the earned

value of the Education Award, pursuant to 42 U.S.C. § 12581(i). Alternatively, the Sponsor agrees that in cases of noncompliance and upon request by CNCS, the Sponsor to provide an end-of-service benefit outside of the National Service Trust, that is commensurate with the Education Award the member would have earned absent Sponsor noncompliance.

## VII. AMENDMENTS

Any amendments or modifications to this agreement must be approved by each of the parties in writing in accordance with applicable policies, procedures, and legal requirements and signed by the appropriate authorizing officials. Amendments will be identified in sequential order i.e. "First Amended..." Any other mutually agreed upon and fully executed modifications shall constitute an integral part of all previously fully executed Agreements between CNCS and the Sponsor.

## VIII. SEVERABILITY

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

## IX. TERMINATION OR SUSPENSION

Either party may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the other party of its intent.

Sponsor understands and agrees that CNCS may, without regard to the thirty (30) day notice requirement, take immediate action to terminate or suspend this Agreement or prohibit enrollment of additional members in AmeriCorps Affiliate positions for failure to comply with any aspect of this agreement and the laws and regulations referenced herein.

## X. DURATION OF THE AGREEMENT

This Agreement begins on [approved start date] or the date all required parties have signed the agreement, whichever is later.

This Agreement permits Sponsor to enroll members between [date] and [date]. This agreement terminates on [date]. No member activity may take place after [date]. If an individual is serving in an AmeriCorps Affiliate position on [end date], but has not completed service, the Sponsor is responsible for providing the individual with the value of the Education Award. An individual term of service may not exceed 12 months.

This Agreement does not obligate CNCS to designate approved national service position for the Sponsor or the Sponsor's program(s) beyond the termination date of this Agreement.

XI. AUTHORITY TO ENTER INTO THE AGREEMENT

By signing, you represent that you are authorized to legally bind the Sponsor to the terms and conditions of this agreement.

**AGREED TO AND ACCEPTED BY:**

**[Sponsor]:**

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**[name]**

**[date]**

**For the Corporation for National &  
Community Service:**

**Obligation of National Service Trust Slots**

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**[name]**

**[date]**

**Acceptance of Agreement**

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**[name]**

**[date]**