



Memorandum Of Understanding for Community-Based Organizations to Borrow Simultaneous Interpretation Kit (SIK)

This **Memorandum of Understanding** (this “MOU”), dated as of _____, is entered into by and between the New York State Office of General Services (“OGS”) and _____ (the “Organization”). OGS and the Organization may hereinafter be referred to collectively as the “parties” or individually as a “party.”

WHEREAS, the OGS Office of Language Access provides critical oversight and coordination across New York State agencies to ensure the effective and efficient implementation of the statewide language access policy in accordance with Executive Law § 202-a; and

WHEREAS, the OGS Office of Language Access established community collaborations and outreach as one of the team’s core strategies to effectively implement the statewide language access policy; and

WHEREAS, in order to assist community-based and non-profit organizations in providing interpretation services to reach a wider audience who are limited English proficient, the OGS Office of Language Access has a limited number of simultaneous interpretation kits that it is willing to lend to community-based and non-profit organizations; and

WHEREAS, the Organization desires to borrow one or more simultaneous interpretation kits from OGS; and

WHEREAS, the parties desire to set forth in writing the terms and conditions governing the loan and use of the simultaneous interpretation kits.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The OGS Office of Language Access shall loan the simultaneous interpretation kit(s) and related appurtenances (the “equipment”) to the Organization.
2. The equipment may be used only for the provision of interpretation services through Organization’s multilingual staff, volunteers or contracted vendors.
3. The Organization shall not use the equipment during events that promote any elected officials, or at any political campaign events, or to charge for services, or to make a profit.
4. The Organization is not currently a bidder or contractor on an OGS contract, nor will the Organization seek to become a bidder or contractor on an OGS contract during the time period that the equipment will be loaned to the Organization under this MOU.
5. The Organization agrees to be responsible for the safekeeping of the equipment, including protocols for usage of the equipment and prevention of loss or harm, and for maintenance of the equipment, including replacing batteries and cleaning of each device.



6. The Organization agrees to notify the OGS Office of Language Access in a timely manner in case of loss, harm or malfunction of the equipment.
7. The Organization agrees to be responsible for lost or damaged equipment and to reimburse OGS in the amount of any lost or damaged equipment if such loss or damage is due to the fault or negligence of the Organization.
8. The Organization agrees to share with the OGS Office of Language Access usage data after the event, such as the language(s) interpreted and approximate number of equipment users.
9. The Organization agrees to return the equipment to OGS to the location designated by the OGS Office of Language Access within five business days after the event date.
10. The unnumbered paragraphs of this MOU that begin with the word “Whereas” are expressly incorporated by reference and the recitations contained therein constitute part of this MOU.
11. This MOU constitutes the entire agreement and understanding among the parties and supersedes all prior and contemporaneous proposals, understandings and all other agreements, both oral and written, relating to the subject matter hereof.
12. This MOU may not be changed, modified, discharged, or terminated in any manner other than by an agreement in writing signed by the parties.
13. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU by signing or typing their names below as of the date and year first written above.

Office of General Services:

Organization:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

After you fill out and sign this MOU, email it to the OGS Office of Language Access (LanguageAccess@ogs.ny.gov).