

SAMPLE

Memorandum of Understanding (MOU)

Between

Commuter Assistance Program

and

Transportation Management Organization/
Transportation Management Initiative

1. Common Agreements and Principles

1. This is a voluntary agreement between ("TMO/TMI") and the _____ Commuter Assistance Program (ACAP@), by which TMO/TMI agree to work with the CAP. This agreement can be terminated by either party without penalties or liability to either party.
2. TMO/TMI and CAP agree that the primary purpose of the Region=s transportation demand management (TDM) efforts. The goal of TDM is to influence travel behavior by mode, time of time, frequency, route, or cost to reduce congestion, improve air quality, and provide mobility in the _____ area.
3. TMO/TMI and CAP agree that cooperation can often improve the cost-effectiveness of the activities with shared goals and methods.
4. TMO/TMI and CAP agree that TMO/TMI are responsible to their Board of Directors or Advisory Committees. Furthermore, both parties agree that TMO/TMI is committed to delivering services and products that may extend beyond TDM for the purpose of improving the quality of life in the TMO/TMI service area and customer/member satisfaction.
5. TMO/TMI and CAP agree that communicating the TMO/TMI's commitments (as stated in this MOU) to the public demonstrates:
 1. the concern of TMO/TMI for mobility and the environment,
 2. the vitality of the cooperative efforts in reducing costs, and

3. the capability of voluntary programs to achieve regional goals with minimal regulation.
6. TMO/TMI and CAP agree that maintaining public confidence in the credibility of the Region=s TDM efforts and its participants is critical to achieving the shared goals stated above.

2. TMO/TMI's Responsibilities

1. **Definition of Partner and Eligibility.** A Partner is an organization that joins the Region=s TDM efforts by signing this Memorandum of Understanding. Any TMO or TMI within the _____ area may join the Region=s TDM efforts. CAP agrees that the TMO/TMI has financial and operational control of the TMO/TMI programs.
2. **TMO/TMI Director.** TMO/TMI agrees to appoint a senior representative of the organization as a TMO/TMI Director. The Director will be the person responsible for ensuring that TMO/TMI successfully completes its commitments as stated in this MOU, and TMO/TMI agrees to assign the authority to the Director needed to execute that responsibility. The Director's responsibilities include:
 1. Establishing and overseeing TMO/TMI implementation plan, which includes the securing of personnel and financial resources.
 2. Planning and scheduling of TMO/TMI projects.
 3. Directing TMO/TMI's programs and services.
 4. Coordinating TMO/TMI's participation in Region=s TDM efforts activities to promote TDM.
 5. Facilitating communication between the TMO/TMI Board of Directors and CAP.
 6. Submitting annual reports to CAP of TMO/TMI's accomplishments.

TMO/TMI agrees to notify CAP in writing within two weeks of any change in the designation of the Director.

3. **Staff Commitment.** The TMO/TMI should anticipate devoting a combination of internal (staff) personnel resources at the approximate level of ___ person-hours per year, for the purpose of attending meetings, planning for special events, and carrying out special assignments as mutually agreed upon and managing other aspects of TMO/TMI's participation in Region=s TDM efforts. TMO/TMI agrees to provide adequate staff to fulfill the commitments it undertakes in the MOU.

4. **Financial Commitment.** There are no financial commitments to CAP required on behalf of the TMO/TMI to implement its participation in the Region=s TDM efforts. TMO/TMI agrees to allocate each year sufficient funds to allow for the voluntary participation to meet its commitments under this agreement.
5. **Reporting.** TMO/TMI agrees to submit reports at least annually, to establish the credibility of TMO/TMI's mobility-provision, congestion-reduction, and pollution-prevention achievements, demonstrate the benefits of TDM efforts to TMO/TMI's Board of Directors, members, commuters and other stakeholders, and to increase participation by other organizations in TDM. CAP agrees to assist TMO/TMI with completing the first TMA Evaluation report, if the TMO requests.
6. **Employee Education.** TMO/TMI agrees to educate its employees about the products, services, and procedures of CAP and TDM in general.
7. **Communication.** TMO/TMI agrees to cooperate with CAP efforts to help raise public awareness of the Region=s TDM efforts and of the benefits of TDM in general. This could include TMO/TMI's preparation of case studies, advertisements, and press releases and their distribution to the media, employees, employers, and members, other Region=s TDM efforts participants, and potential participants. TMO/TMI agrees to provide at least one case study to CAP by the end of its second year of membership.

3. CAP's Responsibilities

1. **Liaison.** CAP agrees to designate a single liaison point for the Region=s TDM efforts, and will attempt to notify TMO/TMI within 2 weeks of any change in the designated liaison. The liaison is:

Name
Title
Commuter Assistance Program
Address
Phone
Fax
E-mail

2. **Technical Support.** CAP agrees to assist TMO/TMI in the following ways:
 1. CAP agrees to provide to provide free ridematching services for the

- TMO/TMI.
2. CAP agrees to offer workshops and/or networking opportunities that TMO/TMIs may attend. The workshops will teach TMO/TMIs about CAP products and services, promotional techniques, and the use of technical tools used by CAP. The networking opportunities will foster the exchange of ideas.
 3. CAP agrees to provide ridematching software designed to help TMO/TMI conduct employer surveys, complete survey analyses, and choose the most effective and acceptable TDM programs for employers.
 4. CAP agrees to manage the regional marketing campaign, contract with vendors, facilitating the development of a promotions campaign mutually agreeable with the TMO/TMIs, develop other marketing strategies on a regional level and evaluate and report the results.
 5. CAP agrees to support TMO/TMI as needed and/or requested with special promotions (e.g., transportation days, employee surveys) at employer sites.
 6. CAP agrees to provide TMO/TMI with a comprehensive directory (updated semi-annually) of employers in the TMO/TMI service area.
 7. CAP agrees to operate informational hotline for TMO/TMI to provide commuters and employers with the most up-to-date information available on alternatives to driving alone, including carpooling, vanpooling, transit, telecommuting and alternative work hour programs.
 8. CAP agrees to manage the regional guaranteed ride home program including arranging for service by providers, registering participants, reimbursing fares, and reporting results.
 9. CAP agrees to manage or contract for the management of the regional vanpool program, including vehicle acquisition, maintenance, insurance, and driver selection.
3. **Recognition.** CAP agrees to provide TMO/TMI with recognition for its public service in reducing congestion, providing mobility, and protecting the environment by:
1. Publishing articles and performing analyses about the congestion reduced and pollution prevented by participants.
 2. Organizing at least one major media event each year.
 3. Publishing articles describing the Region=s TDM efforts and organizations that have outstanding TDM programs.
 4. Creating a promotional campaign and public service advertisements that raise awareness of the program as a whole.
4. **Advertising.** CAP agrees to work with TMO/TMIs independently and/or in conjunction with other CAPs to develop advertisements publicizing the TDM

efforts. Due to limited advertising space and varying audiences, CAP may, on occasion, work with selected TMO/TMIs to develop advertisements. TMO/TMIs may be invited to participate in an advertisement on the basis of such criteria as scope of organization (e.g., corridor, jurisdiction), services offered, organization location, or other practical limitations.

4. Use of CAP-Developed Materials

1. **CAP Materials.** Both parties to this agreement agree that CAP-developed publications are a valuable tool in educating the public about the benefits of TDM to commuters and employers.
2. **CAP Logo.** CAP agrees to permit TMO/TMI to use the CAP logo for use on non-product-specific materials that will publicize TMO/TMI's participation in the CAP. TMO/TMI agrees that appropriate use of the CAP logo is encouraged by CAP, but that such use does not constitute CAP's endorsement of TMO/TMI's products or services.
3. **Partners Who Are Part of the TDM Industry.** Where a private company (e.g., vanpool vendor), has also joined the region's TDM efforts as an Ally, TMO/TMI agrees that it will use the Ally logo with the CAP disclaimer on any materials relating to its involvement in the provision of TDM-related services (including the provision of vans, taxi rides), and will conform with the Ally logo guidelines.
4. **CAP Materials.** CAP agrees to provide to TMO/TMI, at its request, available camera-ready negatives, mechanicals, and other directly reproducible material, from which the TMO/TMI can create:
 1. TMO/TMI brochures, newsletters, webpages, and video(s)
 2. TMO/TMI logo
 3. Other materials

TMO/TMI agrees to return to CAP the directly-reproducible material identified above within 30 days of receipt.

5. **No Charge.** CAP agrees not to charge TMO/TMI for such materials.
6. **Reproduction of CAP Materials.** TMO/TMI agrees to reproduce such CAP-developed materials faithfully, without altering their form, content, or appearance in any way, except, at the TMO/TMI's option, to add the phrase "Distributed at no cost by [TMO/TMI], with permission of CAP," as well as

TMO/TMI's own logo, address, and phone number.

7. **Recycled Paper.** TMO/TMI agrees to use recycled paper for all of its reproductions of CAP-developed informational materials.
8. **Distribution.** TMO/TMI agrees to distribute CAP-developed informational materials to employers, members, and/or commuters in the TMO/TMI service area to promote and expand the use of TDM in the region.

5. **Criteria and Standards**

1. Each party to this agreement agrees to assume the good faith of the other party as a general principle for the Region=s TDM efforts.
2. Both parties agree to notify each other if any problems arise and to work together to foster maximum public confidence in the Program. Either party can terminate this agreement, without penalty, via 10 days' written notice to the other, and both will then cease to publicize TMO/TMI's participation in the Region=s TDM efforts. Reasons that could cause CAP to terminate this agreement with TMO/TMI include (but are not limited to):
 1. TMO/TMI's failure to provide annual report(s).
 2. TMO/TMI's failure to make adequate progress on its work program, to the point where it is evident that TMO/TMI will not be able to fulfill its commitments as stated in this MOU.
 3. TMO/TMI's use of the CAP logo in an inappropriate manner.

Because public confidence in the credibility of TMO/TMI's achievements is so important, CAP will make a best-faith effort to assist TMO/TMI in meeting all of the goals of this MOU.

3. Each party's commitments will be subject to any legal restrictions that may apply.
4. CAP agrees that information provided by TMO/TMI to CAP will be treated pursuant to CAP's privacy requirements. The CAP agrees to take all prudent and reasonable actions to protect said information from unauthorized access and/or use.

Memorandum of Understanding
Between CAP and TMO/TMI
Page 7

The undersigned hereby execute this Memorandum of Understanding on behalf of their parties.
This Memorandum takes effect when signed by both parties.

On behalf of the Commuter Assistance Program

Name
Title

Date

On behalf of the Transportation Management Organization/Transportation Management Initiative

Name
Title

Date