AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS AND

**[PUBLIC HOUSING AGENCY]**

**Article I: Introduction**

**1-1. Purpose**: To establish an agreement setting forth the understanding of the parties regarding the provision of in-kind services by [Public Housing Agency] to the Department of Veterans Affairs (VA).

**1-2. Authority**: The Secretary of Veterans Affairs has delegated to local VA Medical Center Directors the authority granted under 38 U.S.C. § 8301 to accept gifts for use in carrying out all laws, regulations, and VA policies administered by the Veterans Health Administration.

**1-3. The Parties**: [Public Housing Agency] is a [government or not-for-profit] organization with offices at [address]. The [VA Medical Center] is part of the United States Government with its offices at [VA Medical Center address].

**Article II: Mechanism for Accepting Gifts**

**2-1. In-Kind Services**. [Public Housing Agency] will provide the following in-kind services to the Department of Veterans Affairs: Veteran selection, intake, and temporary case management services for Veterans seeking a Department of Housing and Urban Development-VA Supportive Housing (HUD-VASH) voucher from [Public Housing Agency]. These services are described in additional detail in the enclosed Memorandum of Agreement between [Public Housing Agency] and VA.

**2-2. Acknowledgement of Gifts**. Although VA cannot endorse commercial enterprises or products, VA may thank donors for gifts. If requested by [Public Housing Agency], the Assistant Secretary for Human Resources and Administration agrees to provide verbal and written acknowledgments directly to [Public Housing Agency].

**Article III: General Provisions**

**3-1. Amendments**. This agreement may be amended. Amendments must be bilaterally executed in writing, signed by authorized representatives of both Parties. No oral or unilateral amendments will be effective.

**3-2. Duration**: The agreement is effective when signed by the Parties and will remain in effect until terminated by either Party or until the end of the agreement’s Period of Performance. This agreement will have a Period of Performance of one (1) year, followed by four (4) consecutive option years.

**3-3. Termination**: Either Party may terminate this agreement by providing the other Party with at least 30 days written notice of its intent to terminate the agreement.

**Article IV: Limitations**

**4-1.** For the purposes of this agreement, a partnership is a voluntary, collaborative working relationship between VA and [Public Housing Agency]. The term partnership does not imply that VA and [Public Housing Agency] are jointly liable for either Party’s obligations. This agreement shall not be construed to create a joint venture, agency, employment, or any other relationship between VA and [Public Housing Agency]. This agreement does not authorize the expenditure or reimbursement of any funds. This agreement does not create a binding contractual obligation, obligate either Party to expend appropriations or other monies, or enter into any contract or other obligation, or create any rights between the Parties. Should any exchange of funds or resources be necessary, the Parties will first enter into a supplemental binding instrument.

**4-2.**  [Public Housing Agency] will not use this agreement to sell or promote any products or services.

**4-3.** [Public Housing Agency] will not use the name of VA or any of its components, except in factual publicity and with prior written approval of VA. Factual publicity includes announcements of dates, times, locations, purposes, agendas, speakers, and fees, if any, involved with activities or events. Such factual publicity shall not imply that the involvement of VA serves as an endorsement of the general policies, activities, or products of [Public Housing Agency]. Where the publicity references VA, publicity will be accompanied by a disclaimer to the effect that no VA endorsement is intended. [Public Housing Agency] may use VA’s logo, seals, flags, and other symbols only pursuant to a written determination by VA that the proposed use by [Public Housing Agency] advances the aims, purposes, and mission of the Department. VA approval is not guaranteed.

**4-4.** VA will not use and has obtained no ownership interests in [Public Housing Agency’s] names, logos, and/or trademarks (the Marks). VA will obtain [Public Housing Agency’s] prior written approval to use the Marks.

**4-5.** This Agreement is not intended to be an exclusive arrangement. The relationship established in this Agreement in no way limits VA or [Public Housing Agency] from establishing similar relationships with any other entity.

**4-6.** This Agreement does not represent any endorsement by VA of the general policies, activities, or products of [Public Housing Agency].

**4-7.** Any publicity released by either Party concerning this agreement, the services or supports provided within, or any resulting outcomes, will be subject to prior approval of the other Party.

**4-8.** Each Party shall bear its own costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this agreement. One Party cannot commit the other to any cost, expense, or obligation.

**4-9.** This Agreement may not be assigned or otherwise transferred by any Party, in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld.

**4-10.** VA and the [Public Housing Agency] will only disclose data to one another as permitted under applicable federal law.

**4-11.** With regard to any copyrighted materials created during the performance of this agreement, [Designated Service Provider] will grant to VA (the Government), and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government.

**4-12.** The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the federal Tort Claims Act. This agreement is subject only to federal law.

**SIGNATURES**

For the Department of Veterans Affairs

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Local VA Medical Center Director

For [Public Housing Agency]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Public Housing Agency Director