

MEMORANDUM OF AGREEMENT

Between
Washington State University Extension
And
The Master Gardener Foundation of Washington State
C#15371

PARTIES

This agreement (Agreement) is entered into between the Master Gardener Foundation of Washington State (Foundation), a Washington nonprofit corporation, and WSU Extension, a department of Washington State University, an institution of higher education of the state of Washington (WSU). In this Agreement, the above entities are jointly referred to as the Parties.

PURPOSE

WSU has historically entered into collaborative efforts to advance the purposes of WSU Extension and wishes to continue to do so as part of its outreach mission;

The Foundation was formed to partner with WSU Extension in pursuit of its educational and service mission;

WSU also intends this Agreement to further its vision to empower individuals, organizations and communities to find solutions for local issues and improve people's quality of life;

WSU Extension and the Foundation shall be partners in the delivery of research-based horticultural programs to individuals, communities and horticulture professionals with the purpose of promoting human wellbeing, enhancing our environment and encouraging community stewardship;

A prior MOA between the two parties expired in February of 2008.

Therefore: to enable both Parties to advance those goals WSU Extension and the Foundation agree as follows:

DUTIES OF THE PARTIES

WSU Extension's Duties

- A. In furtherance of the partnership between WSU Extension and the Foundation to enhance the WSU Extension Master Gardener Program, WSU Extension shall:
 1. Facilitate communications between WSU Extension and the Foundation by:
 - a. assigning the WSU Extension State Master Gardener Program Leader to serve as an ex-officio non-voting member of the Foundation's Executive Committee, and to participate in Foundation meetings as possible,

- b. providing computerized communication services to assist in the delivery of the Foundation newsletters and communications to Master Gardener volunteers and Foundation members, including hosting and assisting in the maintenance of the Foundation ListServ;
 - c. hosting the Foundation's web page as a component of the WSU Extension Master Gardener Web site, and providing limited and occasional technical expertise, on an "as available" basis;
 - d. providing the Foundation with timely information on basic WSU Extension Master Gardener program planning and changes; and
 - e. providing the Foundation and its individual members with access to the WSU Extension distance education network;
2. Participate in the delivery of advanced training to WSU Extension Master Gardener volunteers by:
 - a. co-sponsoring with the Foundation an annual advanced training conference; the agenda of the conference will be jointly established by the Parties and will include both substantive and managerial training.
 - b. providing regional and statewide advanced training as needed to the extent funds are available for such training;
3. Provide recognition for WSU Extension Master Gardener programs through media, reports, local and state events;
4. As requested by the Foundation, provide instruction to volunteers in fund-raising methods and techniques.
5. Provide support for other services provided that WSU Extension evaluated and considered the services on a case-by-case basis and has jointly with the Foundation, with due regard, determined the services will benefit WSU Extension's Master Gardener Program sufficiently to justify the cost of the services;

Foundation Duties

- B. In furtherance of the partnership between WSU Extension and the Foundation to enhance the WSU Extension Master Gardener Program, the Foundation shall:
 1. Facilitate communications between WSU Extension and the Foundation by:
 - a. recognizing the WSU Extension State Master Gardener Program Leader serves as an ex-officio non-voting member of the Foundation's Executive Committee;
 - b. administering a ListServ which is hosted by WSU Extension; and
 - c. actively supporting and maintaining the initial and on-going development of a Foundation web page hosted on the WSU Extension Master Gardener Web site; and
 - d. holding not less than quarterly meetings, at locations around the state;

2. Assist in providing advanced training to WSU Extension Master Gardener volunteers by:
 - a. co-sponsoring with the Foundation an annual advanced training conference; the agenda of the conference will be jointly established by the Parties and will include both substantive and managerial training and
 - b. assisting in planning and presenting regional advanced training programs;
3. Provide awards, as determined by the Foundation, to promote the WSU Extension Master Gardener Program;
4. Fund-raising as determined by the Foundation for support of the WSU Extension Master Gardener Program;
5. Advocacy in support of the WSU Extension Master Gardener Program.

USE OF MARKS

The Foundation will not use WSU's marks for Foundation use without prior written approval of WSU, signed by an authorized representative of WSU. This Agreement shall serve as such prior written approval for Foundation use of the WSU marks specifically designed and adopted by WSU for use of the WSU Extension Master Gardener Program. If this Agreement is terminated, Foundation agrees to immediately cease using any WSU marks, including those associated with the WSU Extension Master Gardener Program and to cease using the term "WSU Master Gardener" in the Foundation name or literature. The Foundation is not responsible for use and association with the marks which have been published or broadcast prior to such termination. In the event the Foundation develops such a mark, WSU Extension agrees not to use the Foundation mark without permission.

PERIOD OF PERFORMANCE

This Agreement shall take effect on the date the Agreement is fully executed, which shall mean the Agreement has been signed by an authorized representative of each Party. This Agreement once fully executed shall be in effect for 5 years and may be extended or renewed by mutual written agreement of the Parties.

TERMINATION

Either Party may terminate this Agreement upon thirty (30) days' prior written notification to the other Party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered, or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Performance rendered shall include acceptance of donations using the term Master Gardener in the event to raise the funds, or the solicitation for such funds. If this Agreement is terminated or the Foundation dissolves, money in the Foundation account will be deposited with the WSU Foundation to be used solely for the benefit of the WSU Extension Master Gardener Program.

RECORDS MAINTENANCE

The Parties shall each maintain books, records, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the services described herein and shall each maintain records of any funds donated to the Party using the term Master Gardener in the event to raise the funds, or solicitation for such funds. Prior notification of funds solicitation shall be given to the other Party. These records shall be subject to inspection, review or audit by personnel of either Party, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained and subject to such access and review by the other Party for six (6) years after creation of the record.

Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. To the extent consist with the law, including the Washington State Public Disclosure Act, the receiving Party will not disclose or make available such records to any third parties without first giving notice to the furnishing Party and giving that Party a reasonable opportunity to respond. Each Party will use reasonable security procedures and protections to ensure that records and documents provided by the other Party are not erroneously disclosed to third parties.

HOLD HARMLESS

Each Party to this Agreement shall be responsible only for its own acts and omissions and those of its own officers, employees, and agents. The Parties to this Agreement shall not be responsible for the acts and omissions of entities or persons not party to this Agreement.

INDEPENDENT CAPACITY

Each party to this Agreement shall be considered independent contractors and the employees and agents of each Party shall continue to be employees and agents of that Party and shall not be considered for any purpose employees or agents of the other Party.

RESOLUTION OF DISPUTES

In the event that a dispute arises under this Agreement, a Dispute Panel shall determine the matter in the following manner. Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the Parties. Each Party shall bear its own costs of such process of dispute resolution.

GOVERNANCE

The laws of the state of Washington shall govern this Agreement.

ASSIGNMENT

The work and services to be provided under this Agreement are not assignable or delegable by either Party, in whole or in part, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the Party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

COMPLETE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered and acknowledged by receipt or two days after deposit in the United States mails, registered or certified mail, postage prepaid, addressed as set forth below:

A. If to the Foundation

Mary Shane (or Successor), President
Master Gardener Foundation of Washington State
P. O. Box "R"
Elma, Washington 98541

B. If to WSU Extension:

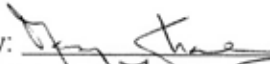
Linda Kirk Fox, Associate Vice President and Dean
Washington State University Extension
441 Hulbert Hall, PO Box 646248
Pullman, WA 99164-6248

Either Party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with this Agreement.

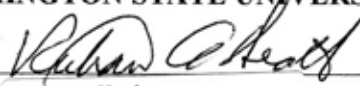
AGREEMENT APPROVAL

Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the Parties indicated.

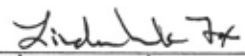
MASTER GARDENER FOUNDATION OF WASHINGTON STATE

By: 
Name: Mary Shane
Title: President
Date: 10-21-08


WASHINGTON STATE UNIVERSITY

By: 
Name: Richard A. Heath
Title: Sr. Associate Vice President
- Washington State University
Date: 11/10/08

RECOMMENDED

By: 
Name: Linda Kirk Fox
Title: Assoc. Vice President + Dean, Extension
Date: Oct 31, 2008

APPROVED AS TO FORM:


Asst. Atty. Gen.
6 day of Nov, 2008