

MEMORANDUM OF AGREEMENT

Between

OREGON STATE UNIVERSITY
on behalf of its OSU Extension Service

and

THE OREGON MASTER GARDENER ASSOCIATION

This Memorandum of Agreement (“MOA”) is entered into by Oregon State University, on behalf of its OSU Extension Service (“OSU”), and the Oregon Master Gardener Association (the “Association”) (together the “Parties”), for the purpose of formalizing and clarifying their respective roles and relationship with regard to the operation and support of the OSU Master Gardener™ Program (“Program”).

Recitals

Whereas the OSU Extension Service has a program called the Oregon State University Master Gardener™ Program that educates Oregonians about the art and science of growing and caring for plants;

Whereas the Oregon Master Gardener Association is a statewide, 501(c)(3) non-profit organization, made up of individual county chapters, whose purpose is to enhance and support the OSU Master Gardener™ Program; and

Whereas, the Parties recognize the value of a strong, clearly defined, and collaborative partnership between OSU and the Association,

Now, therefore, in recognition of the above-stated recitals, the Parties agree as follows:

Article One: Duration and Termination of Agreement

1.1 This MOA becomes effective on the date of the last signature below and remains in force for a period of three (3) years. Thereafter, the MOA shall be automatically renewed for three (3) year successive terms, unless terminated by either party as described in **Section 1.2**

1.2 This MOA may be terminated at any time by mutual written agreement of the Parties. Either party may terminate this MOA if the other party materially breaches any obligation in the MOA, and the failure or breach is not corrected within 60 days of receiving written notice from the non-breaching party. In addition, either party may terminate this MOA if the other party ceases to exist for any reason. Lastly, either party may terminate this MOA by sending the other party written notice of cancellation no later than six (6) months prior to the automatic renewal date described in **Section 1.1**.

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Article Two: General Principles

2.1 OSU is primarily responsible for all educational activities in the Program, including educating Program volunteers, who may elect to join Association county chapters.

2.2 The Program is an OSU educational program and one over which OSU has the ultimate responsibility and authority. The Association and the county chapters, in partnership with OSU, provide valuable assistance to the Program through the identification of educational opportunities, organization of volunteers, financial support, advocacy, educational opportunities, and social activities for the volunteers and staff.

Article Three: OSU's Role and Responsibilities

OSU shall:

3.1 Develop and deliver research-based educational programs;

3.2 Convene and facilitate public discussion and dialogues;

3.3 Partner with relevant public and private entities;

3.4 Promote research-based horticulture information;

3.5 Direct consumer horticulture outreach to the public;

3.6 Provide training and management for Program volunteers;

3.7 Actively support the Association by promoting Association events and conferences provided for the Program's volunteers;

3.8 Grant the Association a license to use its related trademarks, listed in **EXHIBIT A**, which is attached to this Agreement and incorporated by this reference (collectively "OSU's Marks") subject to the provisions set forth in **Section 5.3**;

3.9 Review and, as appropriate and in its sole discretion, approve all planned uses by Association of OSU's Marks.

3.10 Designate the Program's State Coordinator as the faculty advisor and OSU representative to the Association, including participating in meetings, assisting with distribution of information, promoting events, and encouraging participation by OSU staff and volunteers.

Article Four: Association's Role and Responsibilities

The Association shall:

- 4.1 Improve the effectiveness of Program volunteers through the planning, development, and execution of, as well as providing support for, EDUCATIONAL OUTREACH programs such as the Annual Master Gardener's Mini-College.
- 4.2 Sponsor and co-sponsor educational activities and events for Program volunteers in partnership with county, multi-county, and statewide OSU programs as well as with county chapters through financial support of the OSU Master Gardener Program and county chapter activities, such as the Marje Luce Search for Excellence program, the Extension Educator grants, Karl Carlson Fund grants, etc.
- 4.3 Raise issues of concern for improvements needed for the Program's volunteers;
- 4.4 Facilitate communication among Program volunteers through an Association newsletter, website, regular meetings, and other events;
- 4.5 Adhere to all brand standards and guidelines of OSU, as set forth and approved by OSU, relating to the design and development of all Program materials—including, but not limited to, using all proper logos—as well as the overall manner in which the Program operates in the marketplace—including, but not limited to, messaging and tone;
- 4.6 Raise funds in support of the Association;
- 4.7 Advocate for the Program;
- 4.8 Provide scholarships to OSU students majoring in horticulture.
- 4.9 Assume principal responsibility for financially underwriting, hosting, and providing liability insurance coverage for Statewide Program Volunteer Conferences (contracts and vendor and sponsor agreements will not require review by OSU, except to the extent that OSU is a signatory to such contracts and agreements);
- 4.10 Conduct its organization in a manner consistent with the research-based mission of OSU and in compliance with the Guidelines of the Program;
- 4.11 Restrict membership to Program students, interns, and volunteers currently in good standing in their county chapters;
- 4.12 Comply with all federal and state laws;
- 4.13 Commit to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, gender identity or expression, genetic information, sexual orientation, marital status, age, veteran status, or disability;
- 4.14 Grant to OSU a non-exclusive, non-transferable license to use its trademarks, trade name, or service marks listed in **EXHIBIT B**, which is attached to this Agreement and incorporated by this reference (“Association's Marks”), subject to the provisions set forth in **Section 5.3**;

4.15 Review and, as appropriate and in its sole discretion, approve all planned uses by OSU of Association's Marks; and

4.16 In the event that the Association ceases to function and dissolves itself during the term of this MOA, it is the intention of the Parties that all assets, after the obligations and expenses of the Association have been satisfied, shall be transferred to the Statewide Master Gardener Endowment Fund, a tax-exempt organization. However, both Parties acknowledge that the Association's Board of Directors must act in the best interest of the Association, and as such, has ultimate discretion and authority in deciding what entity will receive the Association's assets upon dissolution. However, in no event shall any of the assets be distributed to any organization which does not qualify as exempt under Section 501(c)(3) of the Internal Revenue Code of 1954, or its corresponding future provisions. OSU agrees that, in the event of Association's dissolution, it will not pursue any legal action challenging the Association's decision about the distribution of Association's assets to the extent such challenge is based on the Association's decision to distribute those assets to a party other than the Statewide Master Gardener Endowment Fund.

Article Five: Terms and Conditions

5.1 **Authority.** The undersigned signatories each represent that he or she is duly authorized to execute this MOA on behalf of his or her respective party.

5.2 **Governing Law.** This MOA shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim arising from or relating to this MOA shall be brought and conducted solely and exclusively within the Circuit Court of Benton County, for the State of Oregon.

5.3 **Grant License.** Subject to the terms and conditions of this MOA, OSU hereby grants to the Association a non-exclusive, non-transferable license to use its trademarks, trade name, or service marks listed in **EXHIBIT A** ("OSU's Marks"). The Association shall utilize and comply with the Program branding guidelines, as further described at <http://communications.oregonstate.edu/brand>, including, but not limited to, the color scheme, design themes, and any permitted use of OSU's Marks when implementing, advertising, or publicizing the Program. The Association's use of OSU's Marks must be reviewed and approved by OSU prior to the Association's use. Similarly, subject to the terms and conditions of this MOA, the Association grants to OSU a non-exclusive, non-transferable license to use its trademarks, trade name, or service marks listed in **EXHIBIT B** ("Association's Marks"). OSU shall utilize and comply with the Association's branding guidelines, including, but not limited to, the color scheme, design themes, and any permitted use of the Associations Marks when implementing, advertising, or publicizing the Program. OSU's use of the Association's Marks must be reviewed and approved by the Association prior to OSU's use.

5.4 **Relationship of the Parties.** This MOA does not and shall not be considered to create a legal partnership or joint venture between the Association and OSU. Neither party shall have power to bind nor obligate the other, except as expressly provided herein.

5.5 **Resolution.** The Parties will work together to maintain an environment of high-quality programming. At the request of either party, a meeting or conference will promptly be held between OSU and the Association to resolve any problems or develop any improvements in the provision of the Program.

5.6 **Indemnification.** To the extent permitted by law, the Parties agree to indemnify and hold harmless each other, their trustees, officers, employees, and agents from and against any liabilities, damages, or claims (including attorney fees) arising out of any injuries (including death) or property damage suffered by any person as a result of each party’s respective role and responsibilities under this MOA.

5.7 **Assignment.** This MOA may not be assigned, transferred, or sublicensed, in whole or in part, by either party without the prior written consent of the other party.

EXECUTION:

The Parties each declare and certify that the persons signing this MOA on their behalf are properly and duly authorized to do so:

1. Signed for the Oregon Master Gardener Association

By:

Signed: _____ Date: _____

Title: Oregon Master Gardener Association President

Print Name: _____

2. Signed for the Oregon Master Gardener Association

By:

Signed: _____ Date: _____

Title: Oregon Master Gardener Association President-elect

Print Name: _____

3. Signed for the Oregon Master Gardener Association

By:

Signed: _____ Date: _____

Title: Oregon Master Gardener Association Treasurer

Print Name: _____

1. Signed for Oregon State University, on behalf of its OSU Extension Service

By:

Signed: DocuSigned by: Gail Langelotto Date: 3/19/2018 | 19:23:26 PDT
5515130A9B75400...

Print Name: Gail Langelotto

Title: Statewide Master Gardener Program Coordinator

2. Signed for Oregon State University, on behalf of its OSU Extension Service

By:

Signed: DocuSigned by: Sam Angima Date: 3/20/2018 | 10:27:52 PDT
662D6A1EA1FE43E...

Print Name: Sam Angima

Title: Assistant Dean for Outreach and Engagement

3. Signed for Oregon State University, on behalf of its OSU Extension Service

By:

Signed: DocuSigned by: Daniel Arp Date: 3/20/2018 | 13:43:02 PDT
6997716ED2B5469...

Print Name: Daniel Arp

Title: Dean, College of Agricultural Sciences

4. Signed for Oregon State University, on behalf of its OSU Extension Service

By:

Signed: DocuSigned by: A. Scott Reed Date: 3/19/2018 | 19:22:17 PDT
EC30C33C150D4A7...

Print Name: A Scott Reed

Title: Vice Provost, University Outreach & Engagement; Director, OSU Extension Service

5.5 **Resolution.** The Parties will work together to maintain an environment of high-quality programming. At the request of either party, a meeting or conference will promptly be held between OSU and the Association to resolve any problems or develop any improvements in the provision of the Program.

5.6 **Indemnification.** To the extent permitted by law, the Parties agree to indemnify and hold harmless each other, their trustees, officers, employees, and agents from and against any liabilities, damages, or claims (including attorney fees) arising out of any injuries (including death) or property damage suffered by any person as a result of each party's respective role and responsibilities under this MOA.

5.7 **Assignment.** This MOA may not be assigned, transferred, or sublicensed, in whole or in part, by either party without the prior written consent of the other party.

EXECUTION:

The Parties each declare and certify that the persons signing this MOA on their behalf are properly and duly authorized to do so:

1. Signed for the Oregon Master Gardener Association

By:

Signed: Susan Nesbitt Date: March 3, 2018

Title: Oregon Master Gardener Association President

Print Name: Susan Nesbitt

2. Signed for the Oregon Master Gardener Association

By:

Signed: Eric V. Bosler Date: March 3, 2018

Title: Oregon Master Gardener Association President-elect

Print Name: ERIC V. BOSLER

3. Signed for the Oregon Master Gardener Association

By:

Signed: Katherine T. Johnson Date: March 3, 2018

Title: Oregon Master Gardener Association Treasurer

Print Name: Katherine T. Johnson

EXHIBIT A
OSU'S TRADEMARKS, TRADE NAME, AND SERVICE MARKS SUBJECT TO
AGREEMENT:

#	Reg Date	Trademark Description	Correspondent Name
34944	03/08/2001	Oregon State University Master Gardener Mini-College	Office of Trademark and Licensing, OSU
34943	03/08/2001	Oregon State University Extension Service Master Gardener	Office of Trademark and Licensing, OSU
34942	03/08/2001	Oregon State University Master Gardener	Office of Trademark and Licensing, OSU
34941	03/08/2001	Master Gardener	Office of Trademark and Licensing, OSU
34940	03/08/2001	Oregon Master Gardener	Office of Trademark and Licensing, OSU
34939	03/08/2001	Five petaled flower inside of a circle; each petal contains 3 circles.	Office of Trademark and Licensing, OSU

**EXHIBIT B
ASSOCIATION'S TRADEMARKS, TRADE NAME, AND SERVICE MARKS SUBJECT
TO AGREEMENT:**

A 3D rendering of the OMGA trademark logo. The letters 'O', 'M', and 'G' are rendered in a dark grey, metallic-looking font with a slight shadow. The letter 'A' is rendered in a bright orange, metallic-looking font. To the right of the 'A' is the trademark symbol 'TM' in a dark grey, sans-serif font. The entire logo is set against a white background with a subtle drop shadow.