

MEMORANDIUM OF UNDERSTANDING

between *The Curators of the University of Missouri*
on behalf of
University of Missouri Extension
and
Missouri Master Gardeners Association, Inc.

I. Background.

The Master Gardener Extension Program strives to provide in-depth horticultural training to individuals throughout Missouri who then volunteer their time applying what they have learned to help others in their communities learn about gardening and environmental stewardship. Since its inception in 1983, approximately 9,600 Master Gardener trainees have gone through the core training program. Currently, there are nearly 4,000 Master Gardener volunteers in Missouri organized into more than 50 local affiliations or chapters.

The Missouri Master Gardener Association, Inc. was incorporated May 20, 2011 as a 501(c)(3) organization. The Association was formed to promote horticultural education and to supplement the effort of the University of Missouri Extension Program. Its ultimate goal is to assist in educating and providing information on horticultural and environmental stewardship to the residents of Missouri.

II. Purpose.

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to the Missouri Master Gardener Extension Program. It is the common goal of both University of Missouri Extension and the Missouri Master Gardeners Association, Inc. to promote and advance the Master Gardener Extension Program.

III. University of Missouri Extension Responsibilities.

University of Missouri Extension by means of the Master Gardener Leadership Team shall undertake the following activities during the duration of the MOU term:

- A. Provide leadership for the Missouri Master Gardener Extension Program.
- B. Establish and assure compliance with policies and procedures for all aspects of the program.



- C. Set minimum standards, assure compliance with and provide oversight for core training and certification.
- D. Establish standards for Master Gardener advanced training.
- E. Provide oversight for Master Gardener continuing education.
- F. Develop guidelines and opportunities, and assure compliance with Master Gardener volunteer service and the service agreement.
- G. Evaluate periodically the effectiveness of the Master Gardener Extension Program.
- H. Assist (as requested) the Missouri Master Gardeners Association, Inc. in fulfilling its mission.

IV. Missouri Master Gardeners Association, Inc. Responsibilities.

The Missouri Master Gardeners Association, Inc. shall undertake the following activities during the duration of the MOU term:

- A. Support and help to advance the Missouri Master Gardener Extension Program.
- B. Support local Master Gardener chapters and provide a centralized method for information exchange among members of the association.
- C. Facilitate, in partnership with the Master Gardener Leadership Team and the Master Gardener Regional Coordinators, Missouri Master Gardener educational opportunities, partnerships, training sessions, fundraising efforts, conferences and association meetings.
- D. Assume the leadership role in sponsoring a state Master Gardener conference each year.

V. Finances.

- A. Debts incurred by either party shall be the sole and exclusive responsibility of that party.
- B. The financial affairs of the two parties shall remain separate.
 - 1. Revenue generated during the course of Master Gardener training through State Fees or by other means shall remain with University of Missouri Extension to be used to further the Missouri Master Gardener Program.
 - 2. Revenue raised by the Missouri Master Gardener Association, Inc. shall remain with the association to be used in accordance with its by-laws.

VI. Fundraising.

- A. Fundraising for the purpose of promoting and enhancing the Missouri Master Gardener Extension Program shall be collaborative and not competitive between the two parties.
- B. An open dialog shall be maintained between University of Missouri Extension Development personnel responsible for soliciting funds for the Missouri Master Gardener Extension Program and the Board of Directors of the Missouri Master Gardeners Association, Inc.

VII. Defense and Protection

Defense and protection against loss, damage or expense will be provided to University of Missouri volunteers as outlined in Collected Rule and Regulation 490.010.

Greater detail concerning the above can be found in University of Missouri's Collected Rules and Regulations 490.010 which can be viewed at the following web address:

http://www.umsystem.edu/ums/rules/collected_rules/benefit/ch490/490.010_defense_and_protection_of_employees

VIII. Additional Terms of the Agreement.

- A. *Title:* University of Missouri Extension shall own, solely and exclusively, the titles of Missouri Master Gardener and Missouri Master Gardener Program.
- B. *Copyrights:* University of Missouri Extension shall own, solely and exclusively, the copyright and all copyrights to any written or otherwise copyrightable material developed under this MOU.
- C. *Logos:* The Master Gardener Program logo is the property of University of Missouri Extension. The Missouri Master Gardener Association, Inc. logo is the property of that association. When used on leader heads or signage, the logos of each party will be of equal size.
- D. *Websites:* The website of the Extension Master Gardener Program and the website of the Missouri Master Gardener Association, Inc. shall be maintained separately by each party.
- E. *Reciprocity Agreement:* To foster better communication between the parties and to accomplish the purpose and objectives set forth in this MOU, the Communications Committee of the Master Gardener Leadership Team shall be *ex officio*, non-voting members of the Missouri Master Gardener Association, Inc. Executive Board. Likewise, the President

of the Missouri Master Gardener Association, Inc. shall be an *ex officio*, non-voting member of the Master Gardener Leadership Team.

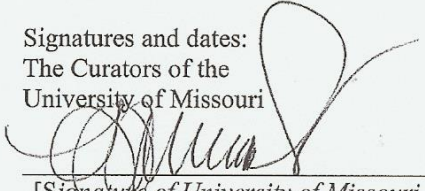
- F. *Non-Discrimination*: All parties agree, in accordance with University policy and applicable State and Federal laws, not to discriminate in any of their policies, procedures, or practices on the basis of race, color, national origin, religion, sex, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran (special disabled veteran, Vietnam-era veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized). In accordance with applicable law, each party shall be an affirmative action/equal opportunity employer.
- G. *Modification*: This MOU may be modified or amended with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least sixty (60) days in advance to allow for negotiation of said proposal.
- H. *Dispute Resolution*: Should any conflict arise as the result of this MOU, a representative of the University and the President of the Missouri Master Gardeners Association, Inc. shall meet to resolve the conflict.
- I. *Term*: This MOU shall be in effect for an indefinite period beginning March 7, 2014.
- J. *Termination*: This MOU shall remain in effect unless terminated by either party, for any reason, with ninety (90) days advance written notice.

IX. Signatures.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written below.

Signatures and dates:

The Curators of the
University of Missouri



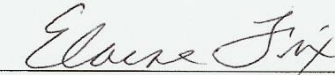
[Signature of University of Missouri
Extension Administrator]

Lisa J. Wimmenauer
Assoc. Director, Business Services

Printed name

Date

3/25/14



[Signature of Missouri Master Gardeners
Association, Inc., President]

ELAINE FIX

Printed name

Date

4/1/14

**APPROVED
AS TO
LEGAL FORM**
KMM 3/21/14