

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) is made between the Miller County Extension Council (hereinafter referred to as “The Council”), on behalf of University of Missouri Extension, and the Lake Area Master Gardener (LAMG) chapter (hereinafter referred to as “The Chapter”), dated September 22, 2016.

Purpose: This MOU has been established to clarify the relationship between The Council, University of Missouri Extension, and The Chapter.

Background: Missouri Master Gardeners operate in many counties of Missouri and serve to extend the educational resources of University of Missouri Extension through horticulture education and community service projects related to horticulture. While assisting in the identification, planning and delivery of educational programs to meet local needs, County Extension Councils must maintain close contact with those responsible for delivering Extension education. This includes all Master Gardener volunteers. This MOU establishes a framework for cooperation and coordination between Master Gardener volunteers and those responsible for Extension programming at the local level.

University of Missouri Extension Obligations: University of Missouri Extension agrees to:

1. Conduct its program in such a way to maintain public trust and safeguard the positive image of the organization.
2. Provide training opportunities in horticultural knowledge and skills and leadership development for Missouri Master Gardener volunteers, and Extension Master Gardener county coordinators.
3. Accept certain fiduciary oversight responsibilities for these volunteer groups, including reviewing audit reports and providing a place where certain financial records can be kept.
4. Provide the use of the University of Missouri Extension’s tax exemption for purchases made by The Chapter in support of The Chapter’s volunteer activities.

Master Gardener Obligations: Extension Master Gardener chapters agree to:

1. Conduct the organization in a professional manner consistent with the educational mission of University of Missouri Extension and in coordination with county, regional, and state Extension personnel.
2. Accept responsibility for all federal and state laws and regulations pertaining to volunteer organizations set forth by University of Missouri Extension.
3. Adhere to all civil rights laws, including open access to membership and programs.
4. Allow the Chapter to maintain a checking and savings account in an outside financial institution (or institutions) of their choice, to be managed by The Chapter's treasurer, under the direction of The Chapter's Board of Directors.

### **MISSOURI MASTER GARDENER PROGRAM GUIDELINES**

Financial Guidelines: As part of the local Extension program, Master Gardener chapters are subject to the policies and procedures of University of Missouri Extension. Money raised by Master Gardeners should be handled in one of two ways:

- 1) As a designated line-item by their local Extension office where it will be managed according to University accounting and audit policies (similar to other Extension programs), or
- 2) In a checking (or savings) account established in an outside financial institution and managed by the Master Gardener chapter's treasurer.

Master Gardener chapters with accounts outside of the University of Missouri Extension system will be responsible for following all local, state, and federal regulations, filing the appropriate tax documents, record keeping and account management. Outside accounts will be subject to a yearly audit that is the financial responsibility of the Master Gardener chapter. Greater detail concerning financial management including tax information can be found in the Missouri Master Gardener Statewide Operational Guidelines.

Master Gardener chapters seeking to offer donor benefits for charitable donations must deposit funds into University of Missouri Extension accounts, or incorporate as their own 501(c)(3) entity. All Missouri Master Gardener chapters must adhere to the guidelines stated in this document, and the Missouri Master Gardener Extension Program Guide for Volunteers. Chapters that fail to follow University of Missouri Extension guidelines, and local, state, or federal

regulations can have this affiliation with University of Missouri Extension and the use of the Master Gardener name revoked.

Intellectual Property: The University of Missouri retains all ownership rights to its intellectual property, including all copyright and trademark rights. By means of this agreement, the University grants a limited, nonexclusive, revocable license for use of the University's intellectual property related to the Missouri Master Gardener Extension program to The Chapter.

Term: This agreement is effective as of the date listed in the introductory clause and will remain in effect until terminated by either party.

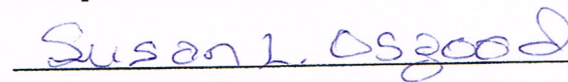
Modification of Agreement: No amendment of this agreement will be effective unless it is in writing and signed by authorized officials of both parties.

Agreement by signature:

  
Chairperson, The Council

09-22-2016

Date

  
President, The Chapter

10-5-16

Date

  
County Master Gardener Coordinator

10-5-16

Date