

Memorandum of Understanding between University of Wisconsin-Madison Division of Extension and the Wisconsin Master Gardeners Association

PURPOSE

This Memorandum of Understanding (MOU) establishes the guidelines for collaboration between the University of Wisconsin-Madison Division of Extension, on behalf of its Master Gardener Program (hereinafter referred to as the “the Division of Extension”) and the Wisconsin Master Gardeners Association (herein referred to as “the Association”). The purpose of this MOU is to define the roles, relationships and obligations of both parties, and including but not limited to the use of the Master Gardener Program name and emblem.

INTRODUCTION

The Master Gardener Program is a program of the University of Wisconsin-Madison Division of Extension and the United States Department of Agriculture. The primary consideration for granting authorization to use the Master Gardener Program Name and Emblem is for the educational purposes of the Master Gardener Program to serve the outreach needs and interests of participating adults. The Master Gardener Program Name and Emblem can be used only in accordance with University regulations and guidelines regarding the use of the MG Name and Emblem.

A. State and County Master Gardener Program Purpose: The Division of Extension’s Master Gardener Program educates, empowers, and supports volunteers to use university research-based information to extend the Wisconsin Idea, making a positive difference in lives and communities.

B. The Association’s Purpose: The mission of WIMGA supports and connects both individual members and affiliated local organizations who assist Extension in community horticultural education and environmental stewardship programs.

ROLES AND RESPONSIBILITIES

A. Individual Partner Responsibility: the Division of Extension agrees to:

1. Provide use of the Master Gardener Name and Emblem in accordance with the University regulations and guidelines regarding the use of the Master Gardener Name and Emblem.
2. Provide leadership to and support the Master Gardener Program.
3. Operate under the University of Wisconsin-Madison Division of Extension policies, procedures and guidelines.
4. Provide all current policies and procedures and other requirements to the Association

B. Individual Partner Responsibility: The Association agrees to:

1. Comply with all relevant laws, rules, or policies governing the use of the Master Gardener Name and Emblem.
2. Ensure Association bylaws or any other self-determined governing framework shall be in congruence with the Division of Extension’s policy and procedures.
3. Restrict Association membership to individuals who have successfully completed the Division of Extension’s volunteer requirements on an annual basis.
4. Follow local, state and national laws and state and county the Division of Extension’s policies and procedures regarding money handling.
5. Be an organized and registered legal entity in good standing and recognized by Wisconsin law.

MEETINGS AND REPORTING

To accomplish these objectives, partners will meet/confer at least one time a year for the purpose of reviewing and ensuring that each entity is in compliance with this Memorandum of Understanding. A renewal MOU will be signed each year and filed with the Division of Extension prior to October 1.

DURATION

Upon signatures of the authorized individual[s] of the organizations, this Memorandum will commence on October 1, 2020 and shall remain in effect until September 30, 2021.

TERMINATION OR AMENDMENTS

A. This memorandum can be amended or verified through agreement by all partners and evidenced in writing and signed by the authorized individual[s] for each partner.

B. This memorandum may be terminated by either entity by notification in writing. A 60-day notice is needed.

C. If the memorandum is not renewed, it is automatically terminated the last day the prior agreement is in effect.

D. Upon termination of this MOU, the Association agrees to immediately cease using any Extension emblem, including those associated with the Extension Master Gardener Program, and to cease using the term "Master Gardener" in the Association name, literature, or any other capacity.

HOLD HARMLESS

Each party to this MOU shall be responsible only for its own acts and omissions and those of its own officers, employees and agents or members in the performance of this MOU. The parties to this MOU shall not be responsible for the acts and omissions of entities or persons not a party to this MOU.


WAIVER

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

AUTHORIZED SIGNATURES

The undersigned warrant that they have authority to enter this agreement on behalf of the organizations named above.

UNIVERSITY OF WISCONSIN-MADISON

DocuSigned by:

92796E26F6F7479...

SIGNATURE

Dan Langer

PRINTED NAME

7/14/2020

DATE

**WISCONSIN MASTER GARDENERS
ASSOCIATION**

Becky Gutzman

SIGNATURE

Becky Gutzman

PRINTED NAME

07.08.2020

DATE