**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

ON BEHALF OF ITS

**UC Cooperative Extension (County)** **County**

**Master Gardener Program**

AND

**(Other Party)**

This Memorandum of Understanding (“MOU”) is entered into by and between (Other Party) (“Cooperator”) and The Regents of the University of California (“University”), on behalf of UC Agriculture and Natural Resources and its UC Cooperative Extension (County) County (“UCCE”) for its Master Gardener Program (collectively, “MGP”).

1. PURPOSE

The purpose of this MOU is to (insert a few sentences describing the nature of the collaboration, this is a brief overview that will be more detailed below, in Exhibit A) (“Project”), as further described in Exhibit A, Project Description, which is hereby attached and incorporated by reference. The Project will be conducted at the following location: (Insert physical address) (“Premises”), as further depicted in Exhibit B, Map of Premises, which is hereby attached and incorporated by reference. (Map is optional)

1. TERM

This MOU is to be in effect from the date of last signature below and extend for an initial period of five (5) years. At the end of the period, this MOU may be reissued for another five (5) year period upon written consent of both parties. (Or insert other text stating agreed upon time frame for MOU renewal)

1. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively delivered to the other party at the following respective addresses:

For Cooperator:

(Name, Title)

(Agency or Organization)

(Address)

(City, State, Zip)

Email:

For University:

(Name), UCCE County Director

UC Cooperative Extension (County) County

(Address)

(City), California (Zip)

Email:

1. INDEPENDENCE OF PARTIES

Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, employee, or volunteer of the other party hereto. Each party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

1. INSURANCE

UCCE certified Master Gardeners who have completed formal training, and who periodically are re-trained, are considered formal volunteers or agents of the University, and therefore, are covered for their negligent acts or omissions by the University’s general liability self-insurance program while acting in the course and scope of their volunteerism for the University.

Both parties agree to provide and maintain, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees for the term of this MOU. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of $1,000,000 per occurrence and $2,000,000 in the aggregate. Upon request, the parties will provide each other evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance issuer or program of self-insurance.

1. INDEMNIFICATION

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding (MOU) but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Cooperator, its officers, agents or employees.

1. OTHER TERMS
	1. *Copyright*: The University shall own, solely and exclusively, the copyright and all copyrights to any written or otherwise copyrightable material developed under this MOU.
	2. *Logos*: Where University and Cooperator logos are used on any signage or documentation arising from this MOU, the logos of each party will be of equal size.
	3. *Information Privacy:* All parties shall endeavor to hold any personal information received in the course of this project confidential, to the greatest extent permitted by University policy and applicable federal and state statutes.
	4. *ADA Compliance:* Cooperator represents and warrants that it has knowledge of the requirements of the federal Americans with Disabilities Act of 1990, and the Government Code and the Health and Safety Code of the State of California, relating to access to public buildings and accommodations for disabled persons, and relating to facilities for disabled persons. Cooperator will, at its sole cost, comply with such provisions to the fullest extent of the law with respect to this MOU, the Project, and all related matters.
	5. *Non-Discrimination:* The University prohibits discrimination against or harassment of any person in any of its programs or activities on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, age, disability, income derived from a public assistance program, or reprisal or retaliation for prior civil rights activity. UC Policy is intended to be consistent with the provisions of applicable State and Federal laws.
	6. *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.
	7. *Dispute Resolution:* Should any conflict arise as the result of this MOU, UCCE Director and Cooperator shall meet to resolve the conflict.
	8. *Termination:* Either party may terminate this MOU upon giving sixty (60) days’ written notice to the other party.
	9. *Electronic Signatures:* This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format (“pdf”) version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.
	10. *Execution in Counterparts:* This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this MOU on the latest date of execution set forth below.

COOPERATOR

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(Name, Title) Date

(Agency or Organization)

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

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Robin Sanchez, Director Date

Policies, Compliance and Programmatic Agreements

University of California Agriculture and Natural Resources

**Exhibit A: Project Description**

1. BACKGROUND

Cooperator is a (type of organization, i.e., “an incorporated, non-profit organization”). (Insert additional text indicating the focus of the other party, including their mission, goals, information about them, religious/political affiliation, etc.).

The University of California Cooperative Extension Master Gardener Program is an educational program designed to teach and extend information to address gardening needs in communities throughout the State of California. The purpose of the UCCE MGP is to identify, train, and develop community volunteers who, through the dissemination and application of horticultural and botanical information and knowledge, will enhance learning and therefore the quality of life for the people of the state of California. (insert additional text indicating the program purpose as needed).

1. RESPONSIBILITIES
2. Cooperator agrees to:
3. List responsibilities of Cooperator
4. MGP agrees to:
5. List responsibilities of University

UCCE is the entity responsible for the MGP in its entirety within its respective county. Program decisions are the responsibility of the UCCE County Director, in consultation with the Master Gardener Program Coordinator.

Decisions regarding the development of the Project are to be made by the MGP Coordinator, or the UCCE County Director, and Cooperator’s delegee. (or insert other text indicating how decisions about the Project are to be made).

With respect to fund raising activities conducted for the benefit of the Project, each organization will share equally in any expenses and/or revenue generated (or insert other text indicating how expenses incurred and funds generated are to be shared – if at all).

Expenses related to the Project development and management are the sole responsibility of the UCCE Master Gardener Program (or insert other text indicating how program expenses are to be funded).

It is understood that any and all improvements and/or installations made to the Premises shall be owned solely by the University. Should this MOU be terminated in accordance with the above Item No. VII.8, the University will remove all such improvements and/or installations from the Premises (or insert other text describing the disposition of improvements, facilities, tools, etc., in the event of the termination of the Project).