

MOU

The Weed Free Forage Committee has developed a memorandum of understanding which sponsoring state agencies or organizations are asked to enter into with NAWMA to show their desire to sponsor the Weed Free Forage program in their state. This MOU may be printed out and filled out with the appropriate information relevant to your state. The blank lines may be edited to include the proper information.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE NORTH AMERICAN WEED MANAGEMENT ASSOCIATION WEED FREE FORAGE COMMITTEE and _____.

1. **Parties.** The Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the _____, Weed Free Forage Program whose address is _____ and The North American Weed Management Association (NAWMA) Weed Free Forage Committee whose address is PO Box 687, Meade, KS 67864.
2. **Purpose.** This agreement, between the above named parties, is entered into to provide some assurance that the propagation and dissemination of forage/mulch products are certified to be free of weed species named on the North American, (formerly *Regional*) Weed Free Forage Certification Standards Designated Noxious Weed and Undesirable Plant Species List.
3. **Term of MOU.** This MOU shall commence upon the day last signed and executed by the duly authorized representative of the parties to this MOU, and shall remain in full force and effect until terminated. Termination of this MOU may be made without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.
5. **Responsibilities.** Responsibilities of the North American Weed Management Association and the organization of _____ shall be to provide uniform standards and policy of inspection, marking system (tags/twine), and transit certification procedures. The State or Province representative shall be a qualified inspector and complete the required inspection and transit forms according to the standards set forth and adopted by the North American Weed Free Forage Certification Program.
6. **General Provisions.**
 - A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties, shall be incorporated by written instrument,

executed and signed by all parties to the MOU, as adopted by members of the NAWMA board of directors at a regular board meeting.

- B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State or Province of _____ . The courts of the State or Province of _____ shall have jurisdiction over any action arising out of this MOU and over the parties.
- C. Entirety of Agreement. This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. Prior Approval. This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU..
- E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or conditions of this MOU or to bring an action for the breach of this MOU.

- 7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

THE NORTH AMERICAN WEED MANAGEMENT ASSOCIATION – WEED FREE FORAGE PROGRAM COMMITTEE.

Chairperson _____.

Date _____.

State or Province representative _____.

Date _____.

