

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL INSTITUTE OF FOOD AND AGRICULTURE
OF THE UNITED STATES DEPARTMENT OF AGRICULTURE
AND THE
AGRICULTURE IN THE CLASSROOM CONSORTIUM

MOU No. IYFC-2011-0001-M

ARTICLE I - PARTIES

The United States Department of Agriculture (USDA), National Institute of Food and Agriculture (NIFA), and the Agriculture in the Classroom Consortium (AITC Consortium), hereafter referred to as "the Parties," hereby affirm their mutual interest in, and desire to broaden, cooperative research programs and exchanges.

ARTICLE II - PURPOSE

The purpose of this MOU is to strengthen the cooperation between the Parties in a collaborative effort to maximize the effectiveness of the national Agriculture in the Classroom (AITC) Program. To this end, the Parties may jointly explore and coordinate research, exchanges, training, and development activities of mutual interest, which would be implemented by mutual understanding and in conformity with the regulations and policies of both Parties.

ARTICLE III – GOALS, OBJECTIVES, AND/OR BENEFITS

The Parties share mutual interests in providing leadership, communication links, and educational efforts to leverage resources, complement national agendas, and avoid unnecessary duplication. The Parties are currently engaged in and have independent interests in research designed to:

- (a) ensure that future generations are agriculturally literate and that young Americans are encouraged to pursue higher education and career opportunities in the food and agricultural sciences;
- (b) encourage K-12 educators to integrate information about the food and agricultural system across curricula to assist students in understanding the pivotal role of agriculture in the U.S. and world economy, to introduce students to environmental and social issues impacting agriculture, and to expose them to higher education and career opportunities in the food and agricultural sciences;
- (c) develop a network of partners to carry out the program at the State and local levels, by fostering the development of active and effective AITC programs in each of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of Northern Mariana Islands, the Virgin Islands of the United States, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau;

- (d) encourage the selection of State, District and other official AITC Contacts, recognize newly designated Contacts, and maintain the official list of AITC Contacts;
- (e) recognize AITC Contacts as partners in carrying out the AITC Program at the State and local levels;
- (f) play a strong role in addressing nationwide issues and needs of the AITC Program
- (g) promote agricultural literacy programs, provide leadership and a professional network for State AITC Programs, and ensure continuity of the AITC Program;
- (h) coordinate national interests of the State members, recognize outstanding State programs, and encourage all States to have membership, representation and voting rights.

The Parties recognize the mutual benefit to be achieved through cooperative planning and execution of research, education, and/or extension activities.

ARTICLE IV – The AITC CONSORTIUM AGREES TO:

To facilitate the goals and objectives described herein, the AITC Consortium agrees to

- (a) Recognize USDA/NIFA as its primary Federal partner in conducting the AITC Program
- (b) Draw its membership from USDA-recognized AITC Contacts and/or their designated alternates.
- (c) Plan and host an annual AITC national conference in cooperation with USDA/NIFA
- (d) Identify educational materials at the State and local levels for use in carrying out AITC initiatives mutually agreed to by USDA/NIFA and the AITC Consortium.

ARTICLE V - NIFA AGREES TO:

To facilitate the goals and objectives described herein, NIFA agrees to

- (a) Recognize the AITC Consortium and its Executive Committee as representatives of USDA's State and local AITC partners.
- (b) Keep the AITC Consortium informed of the development of initiatives to maintain and strengthen the AITC Program.
- (c) Foster public input from all sources regarding initiatives to maintain and strengthen the AITC Program.
- (d) Work with the Consortium to plan an annual AITC national conference
- (e) Ensure that AITC Program activities are planned and evaluated in an output and impact framework consistent with the Government Performance and Results Act.

- (f) Encourage involvement of the AITC Program with other USDA agencies, other Federal agencies and public and private organizations that have an interest in promoting agricultural literacy programs.
- (g) Help identify and encourage collaborations with other agencies and organizations that will advance an understanding of the science of agriculture and career choices in the food and agricultural sciences.

USDA/NIFA and the AITC CONSORTIUM MUTUALLY AGREE THAT:

- (a) The AITC Consortium's Executive Committee and senior USDA/NIFA staff administering the AITC Program will meet at least annually to coordinate activities to sustain and strengthen the AITC Program, and review the previous year's accomplishments under this MOU.
- (b) The AITC Consortium's Executive Committee and appropriate USDA/NIFA staff administering the AITC program will participate bi-monthly or as needed in conference calls to coordinate activities between meetings.
- (c) State AITC programs will remain autonomous in their administration and program priorities and initiatives in their respective States.
- (d) State AITC programs are not party to this agreement as individual States
- (e) USDA's recognition and working relationship with each State Program will not be affected regardless of State Program affiliation within the AITC Consortium.
- (f) This agreement does not restrict any party's participation in USDA sponsored activities

ARTICLE VI - GENERAL PROVISIONS

- (a) The Department of Agriculture and the AITC Consortium and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- (b) Nothing in this MOU shall obligate either the Department of Agriculture or the AITC Consortium to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Department of Agriculture and the AITC Consortium will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- (c) This MOU takes effect upon the signature of the Department of Agriculture and the AITC Consortium and shall remain in effect for a time period of not more than five years from the date of execution. This MOU may be extended or amended upon written request of either the Department of Agriculture or the AITC Consortium and the subsequent written concurrence of the other(s). Either the Department of Agriculture or the AITC Consortium may terminate this MOU with a 60-day written notice to the other(s).

(d) This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

(e) The parties are subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401.

(f) Any information furnished to Federal agencies or to State or local governmental agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552 or 20 ILCS 140 et seq).

(g) USDA/NIFA will carry out this MOU consistent with the legal authority of The "National Agricultural Research, Extension, and Teaching Policy Act of 1977, as amended" [7 U.S.C 3101, et seq.]

(h) Correspondence and documentation regarding this MOU should cite MOU No. IYFC-2011-0001-M.

ARTICLE VII - CONTACTS

Copies of all correspondence and documentation shall be sent by the originating Party to the other(s) at the following address(es):

ATTN

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For the U.S. Department of Agriculture

For the AITC Consortium

By: Chavonda Jacobs-Young

By: Tami Kerr

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Date: JUL 25 2011

Date