

AGREEMENT
BETWEEN
OREGON STATE UNIVERSITY
AND
_____ **COUNTY 4-H ASSOCIATION**

THIS AGREEMENT (“Agreement”) is between the State of Oregon acting by and through its State Board of Higher Education on behalf of Oregon State University and its Extension Service 4-H Youth Development Programs (“OSU”) and the _____ County 4-H Association (“Association”).

WHEREAS, OSU, through authority granted to it by the United States Department of Agriculture, has responsibility for the administration and oversight of the 4-H Youth Development Programs in the State of Oregon.

WHEREAS, each county in Oregon is expected to have a broad-based advisory council composed of youth, parents, volunteers, and community members representing business, education, and local government.

WHEREAS, the overall purpose of these groups is to (1) provide information and advice to OSU Extension faculty and staff regarding program direction and operation and (2) to mobilize local resources in support of 4-H Youth Development Programs.

WHEREAS, these groups solicit private funds to support local 4-H Youth Development Programs and the Association has expressed its willingness to increase its financial support of such programs in _____ County to ensure availability for its residents.

NOW, THEREFORE, in exchange for the consideration as described below, the parties agree as follows:

A. OSU Responsibilities:

1. Grant to the Association, at the discretion of the State 4-H Program Leader and contingent on the Association’s continued adherence to the terms of this Agreement, the right to use the 4-H Name and Emblem in accordance with Federal guidelines for the purpose of representing and promoting 4-H youth development programs in _____ County (the “Program”).
2. Upon request by Oregon 4-H Foundation (the “Foundation”), provide written confirmation that, by virtue of its adherence to the terms of this Agreement, Association is eligible for inclusion as a tax-exempt organization under the Group Exemption granted to Foundation.
3. Recruit, employ, and supervise all Program staff hired with funds provided by the Association.

4. Assume all legal responsibility as the employer of Program staff including but not limited to; payment of salary, benefits, workers' compensation fees, and compliance with all Federal and State payroll tax requirements.
5. Process applications and conduct criminal history checks, as OSU deems appropriate, for individuals applying to serve as Program volunteers.
6. Provide tort liability insurance for Association volunteers and Program volunteers who have signed the OSU volunteer agreement, are trained and overseen by OSU, and are working within the scope of responsibilities set forth by OSU.
7. Assign an OSU faculty member to serve as official liaison to the Association for the purpose of facilitating two-way communication regarding program direction and policy.
8. Provide a standard set of by-laws as a basis for the organization's operation.
9. Operate the Program in accordance with all relevant Federal, state, and university policies.

B. Association Responsibilities:

1. Establish and maintain status as a not-for-profit corporation operating in the State of Oregon with the primary purpose, established in its governing documents, of supporting the educational and charitable purposes of the Program.
2. Perform functions necessary to maintain 501(c)(3) status under the Group Exemption held by the Foundation.
3. File appropriate paperwork associated with maintaining Federal and State non-profit status including Form 990, 990-EZ, 990-N or CT-12. Provide copies of the documents filed annually with Foundation.
4. Maintain a bank account for the purposes of receiving and disbursing funds to be used locally for the day-to-day support of the Program.
5. Operate with an accounting system that employs effective internal controls that follow generally accepted accounting principles.
6. Payment of all Association expenses unless otherwise agreed upon by the parties in writing.
7. Funds held for perpetuity in instruments such as endowments must be invested with the Foundation in an account established specifically for the stated purpose of the funds.
8. Provide detailed summaries of income and expenses to the local OSU employee supervising the local 4-H program, no less frequently than on a quarterly basis.
9. The Association's governing documents shall require that, upon its dissolution, the Association's net assets shall, within the limitations imposed by legal and fiduciary rights and responsibilities, be distributed to the Oregon 4-H Foundation.

10. Abide by all Federal, state, and local laws and policies governing 4-H and the use of the 4-H name and emblem, which includes prohibition of attempting to influence legislation or support candidates for elected office.
11. Engage in processes to solicit input from community members regarding program direction and operation, as directed by OSU staff.
12. Adopt standard by-laws provided by State 4-H Office as a basis for the organization's operation.

C. Mutual Responsibilities and Understandings:

1. This Agreement shall become effective upon last signature or October 1, 2012, whichever is later, and continue unless otherwise terminated to September 30, 2014, at which time it shall be reviewed for possible extension. If the parties agree to extend the term, such extension shall not be effective unless made by written amendment to the Agreement and signed by both parties. The total term of this Agreement shall not exceed ten (10) years cumulative.
2. Either party may terminate the Agreement by written notification to the other party. However, such termination notification must be received by the other party at least three (3) months prior to effective date of termination.
3. Any property or equipment purchased by the Association for fundraising purposes shall remain the property of the Association, which shall be responsible for such property. Except as agreed otherwise in writing, all property or equipment purchased by the Association for programmatic purposes will be the property and responsibility of OSU. The Association agrees that OSU will own all such programmatic property immediately upon purchase, and will execute formal transfer documents where legally required to effectuate ownership transfer. The Association agrees to follow all OSU policies and applicable state and federal laws regarding the use, transfer and storage of all property, including but not limited to firearms or other dangerous equipment or property.
4. OSU and Association agree that they shall not unlawfully discriminate against any individual on the basis of race, color, sex, religion, age, disability, national origin, sexual orientation or identity, marital status or veteran status and to comply with all anti-discriminatory laws and policies to which OSU is subject.
5. The Parties are contractors independent of each other, and nothing in this Agreement shall be construed as creating a partnership, joint venture, franchise, agency, or employment relationship between the parties. No party shall have the authority to make any statements, representations, or commitments of any kind or to take any action binding on any other except as provided for herein or authorized in writing by the Party to be bound.
6. Association shall maintain books, records, documents, and other evidence and accounting procedures and practices in a manner that ensures public trust. OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, federal

government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Association which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Association shall maintain such books and records for OSU's review for at least six (6) years beyond the term of the Agreement unless OSU authorizes a shorter period in writing.

7. OSU shall have the right to an independent third-party audit of the Association's records associated with or related to this Agreement. This Agreement may be the subject of the independent third-party audit at any time. Association shall bear the full cost of such independent third-party audit.
8. No amendment, consent or waiver of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specified purpose given. The parties to this Agreement, by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

IN WITNESS THEREOF, the parties here have caused this Agreement to be executed by these officers there unto duly authorized.

OSU

ASSOCIATION

By: _____

By: _____

Name: _____
4-H Youth Development Faculty

Name: _____
President

Date: _____

Date: _____

By: _____
Roger Rennekamp, Ph.D.
Associate Dean, College of Public
Health and Human Sciences

Date: _____

By: _____
Katie Lanker, CPPB
Contracts Officer
Procurement and Contracts
Services

Date: _____

OSU Contact Information:

Association Contact Information: