



# North American Invasive Species Management Association Weed Free Products Program

## Memorandum of Understanding

The North American Invasive Species Management Association (NAISMA) Weed Free Products Committee requires the use of this Memorandum of Understanding (MOU) to participate in the Weed Free Products Program. Sponsoring agencies or organizations are asked to enter into agreement with NAISMA to sponsor the Weed Free Products Program for Forage, Gravel, and/or Mulch in their area. This MOU may be printed out and completed with the appropriate information.

- Scope of the MOU:**       Weed Free Forage  
check all that apply       Weed Free Gravel  
    Weed Free Mulch

### MEMORANDUM OF UNDERSTANDING

BETWEEN THE NORTH AMERICAN INVASIVE SPECIES  
MANAGEMENT ASSOCIATION  
And

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**1. Parties.** The Memorandum of Understanding hereinafter referred to as "MOU" is made and entered by and between the \_\_\_\_\_, whose address, phone and email contact is: \_\_\_\_\_

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and The North American Invasive Species Management Association (NAISMA) whose address, phone and email contact is 1123 N Water St, 4th Floor, Suite 9, Milwaukee, WI 53202; 414-215-0281; [bbergner@naisma.org](mailto:bbergner@naisma.org).

**2. Purpose.** This agreement, between the above-named parties, is entered to provide some assurance that the forage/mulch or gravel/soil products are certified to be free of weed species named on the applicable NAISMA Weed Free Certification Standards.

**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 formal notice.

**4. Payment.** No payment shall be made to either party by the other party as a result of this MOU.

**5. Responsibilities.** Responsibilities of NAISMA and the \_\_\_\_\_ shall be to provide uniform standards and policy of inspection, certificate of inspection, and transit certification procedures as applicable. The designated authority shall complete the required inspection and transit forms per the NAISMA standards.



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### 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, executed, and signed by all parties to the MOU, as adopted by NAISMA.

**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 represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**D. 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.

**E. Third Party Beneficiary Rights.** The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall solely benefit 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.

**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.

NAISMA Representative \_\_\_\_\_  
Signature Date

NAISMA Representative \_\_\_\_\_  
Printed Date

Designated Authority Representative \_\_\_\_\_  
Signature Date

Designated Authority Representative \_\_\_\_\_  
Printed Date

MOU Registration #: \_\_\_\_\_  
Assigned by NAISMA