



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 MOU: (check all that apply)

- Weed Free Forage
- Weed Free Gravel
- Weed Free Mulch
- Weed Free Compost

MEMORANDUM OF UNDERSTANDING

BETWEEN THE NORTH AMERICAN INVASIVE SPECIES
MANAGEMENT ASSOCIATION

And

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:

and The North American Invasive Species Management Association (NAISMA) whose address, phone and email contact is 6516 Monona Drive #203, Monona, WI 53716, 414-775-8220, and director@naisma.org.

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

MOU Registration Number: _____ (Assigned by NAISMA)