

# **Memorandum of Understanding (MOU) between 4-H National Headquarters and National 4-H Council**

## **I. PARTIES**

### **4-H National Headquarters**

The 4-H Youth Development Program (4-H) is the only federally funded and protected-status youth development program of the United States Department of Agriculture (USDA), Cooperative State Research, Education, and Extension Service (CSREES). USDA, through the 4-H National Headquarters, is responsible for the organization, supervision and administration of the 4-H Youth Development program. The land-grant institutions, through the Cooperative Extension Directors/Administrators, are charged with the responsibility for guiding 4-H at their respective institutions. 4-H National Headquarters at USDA provides national leadership for 4-H through the land-grant universities and has a close working relationship with National 4-H Council for the purposes of developing resources for the program and its implementation through the land-grant university system.

### **National 4-H Council**

The National 4-H Council is an independent not-for-profit, charitable organization organized and governed by an elected Board of Trustees. National 4-H Council's purposes include the primary role to build and manage financial resources, national reputation and brand awareness for 4-H. National 4-H Council seeks, receives, holds and distributes funds or property to augment, enhance and support the mission of 4-H. National 4-H Council, in close collaboration with 4-H National Headquarters, enables these resources to be acquired and distributed in support of the 4-H throughout the land grant university system.

## **II. PURPOSE**

This Memorandum of Understanding (MOU) between 4-H National Headquarters of USDA and the National 4-H Council, is established to clarify the responsibilities of each party with respect to the 4-H Youth Development Program.

## **III. RESPONSIBILITIES**

### **4-H National Headquarters Agrees To:**

- Administer a cohesive system with and through land-grant universities to advance 4-H Youth Development, including professional and volunteer development, research and evaluation, curricular development, policies and procedures, and the following:
  - Work with and through Cooperative Extension Directors/Administrators at the land-grant universities to set program direction for 4-H Youth Development initiatives.
  - Establish system-wide leadership and coordination for professional, volunteer development and curriculum development.
  - Systematically identify priority resource needs for identified priority programs.
  - Actively engage professionals, both programmatic and administrative, from the 1862, 1890 and 1994 land-grant universities in order to determine the most pressing youth development needs in the country that can be addressed by the resources of the land-grant system.

- Work with other departments and agencies within the federal government and with National 4-H Council to secure resources for 4-H Youth Development.
- Grant permission to the National 4-H Council for the use of the 4-H Name and Emblem consistent with its purposes and the purposes of this MOU.
- Representatives of 4-H National Headquarters and National 4-H Council will work together in planning and facilitating contacts within the land-grants and Cooperative Extension System, staff, 4-H program participants, faculty and subject matter specialists.
- 4-H National Headquarters and National 4-H Council are responsible for the integrity of the 4-H Youth Development program and soliciting of resources by National 4-H Council.
- The CSREES Administrator will designate an ex-officio member of the National 4-H Council Board of Trustees.

**National 4-H Council Agrees To:**

- Serve as the primary facilitator of resource development from non-CSREES appropriated or reimbursable sources for 4-H at the national level, including soliciting, maintaining, and disbursing funds in support of 4-H programs emanating from the approved plans of work of the Cooperative Extension System by doing the following:
  - Emphasize generating private financial support for 4-H.
  - Develop funding priorities and fundraising goals as determined by the strategic plan and in consultation with 4-H National Headquarters.
  - Promote and help to develop capacity for Cooperative Extension programs of land-grant institutions.
  - Establish and utilize a system through which National 4-H Council, with 4-H National Headquarters, can determine which financial needs of the land-grant universities are most pressing as regards to 4-H. Develop strategies to address and meet priority needs.
  - Abide by the guidelines and procedures for the use of the 4-H Name and Emblem.
  - Maintain ownership of and control access to any prospect or donor information it collects.
  - Take responsibility for all multi-state and/or national marketing and communications activities for 4-H Youth Development in support of the strategic plan.
  - Operate the National 4-H Supply Service.
  - Operate the National 4-H Youth Conference Center.
  - Operate a licensing program in accordance with licensing plan agreements established by 4-H National Headquarters and National 4-H Council
  - National 4-H Council shall assist 4-H National Headquarters in planning, implementing and evaluating national program priorities in cooperation with land-grant institutions.
  - Participate in established processes and protocols for creating and producing curriculum materials through the land-grant university system, and have primary responsibility for decisions related to marketing 4-H curriculum that supports 4-H priorities nationwide and the strategic plan.

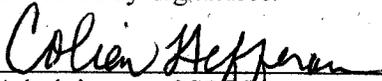
● **4-H National Headquarters and National 4-H Council Mutually Agree That:**

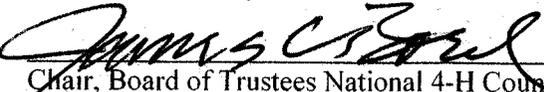
- This MOU takes effect upon the signature of the appropriate representative for 4-H National Headquarters and the Chair of the Board of Trustees for the National 4-H Council and shall

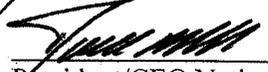
remain in effect for a period of three years from the date of execution, at which time it may be extended or amended upon written request of either party and the subsequent written concurrence of the other. Either 4-H National Headquarters or the National 4-H Council may terminate this MOU with a 90-day written notice to the other.

- There will be cooperation in the development and implementation of an up to date strategic plan involving a Cooperative Extension Directors/Administrators advisory group that will address the mutual program and resource development approaches of 4-H National Headquarters and National 4-H Council.
- Both parties will foster collaboration and build relationships with other youth serving organizations.
- Both organizations will cooperate and collaborate to play appropriate roles to advocate for the 4-H and the Cooperative Extension System.
- Both parties will adopt and follow appropriate policies and practices regarding proper and timely use of gifts, compliance with laws and regulations, and donor relations.
- Both parties will encourage and maintain the legal independence of the National 4-H Council, and, at the same time, foster the cooperative relationship between National 4-H Council and 4-H National Headquarters.
- This MOU does not establish any agency relationship between the parties. Neither party is authorized to sign contracts, correspondence or other documents in the name of the other.
- This MOU is not assignable by either party.
- The 4-H National Headquarters and National 4-H Council 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.
- Nothing in this MOU shall obligate either the 4-H National Headquarters or the National 4-H Council 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 4-H National Headquarters and National 4-H Council 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.
- 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.

Executed by Signatures:

  
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Administrator CSREES September 22, 2009

  
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Chair, Board of Trustees National 4-H Council September 22, 2009

  
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President/CEO National 4-H Council September 22, 2009