Memorandum of Understanding between AASHE and University of Hawai‘i System

This memorandum of understanding (the “MOU”) is made and entered into by and between the Association for the Advancement of Sustainability in Higher Education (“AASHE”) and the University of Hawai‘i, the state university and body corporate of the State of Hawai‘i, for the benefit of UH System Office of Sustainability (the “Center”) (each a “Party,” and collectively the “Parties”).

Purpose
The “Centers for Sustainability Across the Curriculum” program aims to accelerate the infusion of sustainability content into curriculum by partnering with institutions of higher education to offer workshops and other professional development opportunities on sustainability in the curriculum.

Key Points
● AASHE and the Center will remain fully independent, legally separate entities with different names and independent governance structures.
● This MOU does not constitute and will not be construed as constituting a partnership, joint venture, principal/agent relationship or employer/employee relationship between AASHE and the Center. Neither Party will have any right, power or authority under this MOU to act as a legal representative of the other Party, to bind or obligate the other Party, or to make any representation or warranty on behalf of the other Party. Further, the Center may not represent itself as speaking on behalf of AASHE and AASHE may not represent itself as speaking on behalf of the Center.
● This MOU does not include any exchange of financial resources. Any revenue sharing or other financial arrangements between AASHE and the Center will be made separately by the parties in writing.
● AASHE’s insurance does not cover the activities of the Center, and the Center may not use AASHE’s tax-exempt status for fundraising purposes.
● The Center’s insurance does not cover the activities of AASHE, and AASHE may not use the Center’s tax-exempt status for fundraising purposes.
● This MOU is not exclusive. AASHE may partner with multiple centers within the same geographic regions. Similarly, the Center may partner with other organizations to host workshops independent of AASHE.
● Notwithstanding the licenses granted pursuant to this MOU, neither Party shall use any names, service marks, trademarks, tradenames, logos or other identifying marks of the other Party in any sales promotion work or advertising, or any form of publicity, without the written approval of the Party that owns the Marks in each instance. The use of any Party’s Marks must comply with
the owning Party's requirements, including using the "circle R" indication of a registered trademark.

AASHE’s Obligations

AASHE will support the Center by:

- Promoting Center’s “Sustainability Across the Curriculum” events to relevant individuals and organizations in AASHE’s contact list and via AASHE’s newsletters and calendar
- Hosting a searchable online database of course materials that incorporate sustainability themes to which participants in the Center’s events will be encouraged to submit
- Sending out certificates of completion to participants in the Center’s events
- Developing and distributing a standardized post-workshop evaluation to participants in the Center’s events and sharing the responses with the Centers
- Providing example agendas, budget worksheets and other materials to facilitate workshop organization
- Recognizing the Center in a list on AASHE’s website using the Center’s name and/or wordmark. The Center reserves the right to demand removal of its name and mark from AASHE’s website at any time for any reason or no reason at all.
- Granting to the Center a license to use the AASHE logo for the sole purpose of indicating its status as an AASHE Center on its website and in event marketing materials. AASHE reserves the right to demand removal of its name and mark at any time from the Center’s website for any reason or no reason at all.
- Attending and/or presenting at Center events (as available and as invited by event organizers)
- Managing online communication and file sharing platforms to facilitate communication and collaboration among Centers
- Providing space for the Centers to hold a networking meeting at AASHE’s annual conferences

Center’s Obligations

In exchange for the support described above, the Center will:

- Organize at least one “Sustainability Across the Curriculum” event annually that is open to faculty and/or staff from other organizations. The Center reserves the right to decide the number of faculty from other organizations to include in its events and to select the individuals to be invited
- Develop the program and pedagogy for each event, including any guest speakers
- Promote each event to relevant parties and organizations in their region
- Coordinate and pay for logistical details (including but not limited to space, food and audio-visual support) associated with each event
- Decide whether or not to charge participants a registration fee and to set the registration fee at a level deemed appropriate by the Center
- Maintain a public webpage about each event that can be used for promotional purposes
- Manage registration for each event, including the collection of any registration fees
- Provide AASHE with a brief report after each event that includes: the agenda, a list of resources/materials used and a list of participants
- Publicize its status as an AASHE Center and recognize AASHE as a promotional partner in its “Sustainability Across the Curriculum” events
• Share any relevant resources, as solely determined by Center, and materials it develops through AASHE’s Campus Sustainability Hub
• Grant to AASHE: (1) a license to use the Center’s name and word-mark for the sole purpose of indicating AASHE’s relationship with the Center on AASHE’s website and in event marketing materials; and (2) a license to use resources and course materials developed by the Center to the extent necessary for AASHE to fulfill its obligations under this MOU. Center will make available necessary course materials for attendees, but will retain the rights and ownership of the material.

General Provisions
• Amendments. This MOU may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both Parties.
• Full Execution. This MOU shall be effective upon full execution of this document. This MOU may be executed in any number of counterparts, and all counterparts shall be considered together as one agreement. The Parties agree that electronic, digital or PDF signatures sent via electronic mail shall be as effective as if originals.
• Duration. This MOU shall continue until terminated by either party. The parties shall annually revisit this MOU to determine if there is continued interest in affiliating and whether any changes to the MOU are necessary. This MOU may be terminated by either party for any reason upon five (5) days written notice.
• Other Stipulations. No other obligations, responsibilities, permissions or licenses are implied by this MOU, and each party releases the other party from any and all liability for failure to comply with its obligations under this MOU. The sole and exclusive remedy for the failure of either party to comply with the obligations described herein is the termination of this MOU. The undersigned individuals represent that they are legally authorized to sign documents on behalf of their respective organizations.

Association for the Advancement of Sustainability in Higher Education

Meghan Fay Zahniser, Executive Director  
Meghan Fay Zahniser  
Meghan Fay Zahniser  
Mar 19, 2018

University of Hawai‘i System

Jan S. Gouveia, Vice President for Administration  
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Mar 19, 2018
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