



MEMORANDUM OF UNDERSTANDING

between

Green Our Planet

And

San Juan Co. Library, Blanding Branch

I. PURPOSE & SCOPE

Green Our Planet (“GoP”) and San Juan Co. Library, Blanding Branch (“Library”) come together in this Memorandum of Understanding (“MOU”) to memorialize the terms of their agreement to work together to build and run a STEM hydroponics garden program (“Hydroponics Program”). Green Our Planet’s STEM Hydroponics Program (the online version of which is called “HydroConnect”) consists of a commercial hydroponic system for 5th grade and one grade-specific hydroponic unit for grades 1-4 as well as programming for grades K-5 delivered online. Library will use the hydroponics systems as teaching tools to accompany the STEM hydroponic curriculum lessons provided. Training materials and support for teachers will be provided by Green Our Planet online as the Library learns to operate the hydroponic systems and uses the curriculum. The teachers at Library (“Teachers”), with on-line support from representatives designated by Green Our Planet, will maintain the Library hydroponics systems.

II. PERFORMANCE OF SERVICES

Green Our Planet and Library agree to deliver materials and perform the services described in **Schedule A**, attached hereto (“Services”).

III. BUDGET

Utah State Library Division shall pay GoP \$8,500 upon execution of Agreement. The full cost of Green Our Planet’s Hydroponics Program is \$8,500 per year.

IV. CONFIDENTIALITY

Library acknowledges and agrees that it will receive or have access to confidential materials and content (“Confidential Information,” as further defined below) that Green Our Planet has developed over the last two years in order to effectively run its hydroponic program. Examples are STEM Hydroponic Curriculum, the STEM Hydroponic Manual, DIY system instruction manuals, etc. The disclosure or unauthorized use of such Confidential Information may damage Green Our Planet. Thus, unless required by law, Library agrees to maintain and protect the Confidential Information in the strictest confidence, and shall refrain from disclosing the Confidential Information to any third party without Green Our Planet’s prior written consent and/or using the Confidential Information other than in connection with the performance of Services. Finally, all Confidential Information, along with any and all materials and content generated in the performance of Services, shall be the sole and exclusive property of Green Our Planet. For purposes of this MOU, the term “**Confidential Information**” shall mean all information disclosed, either before or after the commencement of the Term, by Green Our Planet to Library, relating to the Garden Program. The obligations set forth in this Section shall survive the expiration or termination for any reason of this MOU.

V. DURATION

- (1) **Term:** This MOU shall remain in full force and effect for one year (12) months, beginning on 10/19/2021 (“Initial Term”).
- (2) **Termination:** Either Party may terminate this MOU at any time, without cause and/or for any reason, including but not limited to: dissatisfaction with the partnership; nonperformance by either Party; or engaging in a prohibited transaction that may jeopardize Green Our Planet’s 501(c)(3) status. Such a termination will be effective immediately upon providing the other Party with written notice of termination. Green Our Planet will not refund any payment made pursuant to Section III prior to termination.

VI. GENERAL

- (1) **Use of Intellectual Property:** Neither Party shall use the name, trademarks, or any other intellectual property of the other Party for any reason without the Party’s prior written consent. Notwithstanding the foregoing, Library authorizes Green Our Planet to name Library as a “Partner Library” in Promotional Media. Additionally, the Parties authorize each other to issue Promotional Media featuring the name of the other Party for purposes of fulfilling the goals and responsibilities of this MOU.
- (2) **Compliance With Laws:** In the performance of the Services, Parties shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders, including

without limitation, ensuring that any permanent structures are constructed in accordance with any applicable Library District regulations, building codes, and state, county, and/or city laws and regulations.

- (3) No Authority to Bind: The Parties are independent organizations, and neither Party has any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of the other. Nothing in this MOU shall be construed as creating a partnership or a relationship of principal and agent between the Parties.
- (4) Non-Assignment: Neither Party may assign, delegate, or otherwise transfer any of its rights or obligations under this MOU without the prior written consent of the other Party.
- (5) No Third-Party Beneficiaries: This MOU is for the sole benefit of the Parties and their respective assigns, and nothing contained in this MOU, express or implied, is intended to give any other party or entity any legal or equitable right, benefit, or remedy of any nature.
- (6) Amendments: This MOU, including all schedules and exhibits attached hereto, represents the full and complete agreement between the Parties, and supersedes any previous oral or written agreement or representation, whether express or implied. Any modification to this MOU must be made in writing and signed by both Parties.
- (7) Costs: Except as otherwise set forth in this MOU, each Party is responsible for its own costs and expenses with regard to performance of the responsibilities in this MOU.
- (8) Limitation of Liability: Neither Party shall be responsible for damages arising out of, relating to, and/or in connection with any negligent acts or omissions of the other Party. Library's liability is limited under NRS chapter 41 and other law. Green Our Planet is not responsible for any damage and/or injury caused by a leak or flow of water out of the hydroponic systems.
- (9) Indemnification: Each Party (as an "Indemnifying Party") agrees to indemnify the other Party, their directors, officers, employees, agents, representatives, successors and permitted assigns against any losses, liabilities, claims, causes of action, costs, and expenses arising directly, indirectly, or resulting from the Indemnifying Party's actions or failure to act relating only to the performance of Services and responsibilities provided in this MOU. To the extent applicable, Library's liability under this section shall be limited pursuant to NRS 41.035.
- (10) Dispute Resolution: In the event a conflict arises related to this MOU, the Parties agree to attempt resolution of such conflict first through informal communication, then mandatory mediation, before engaging in litigation.

(11) Notice: Any notice required or permitted under this MOU shall be given from one Party to the other Party in writing. Notice will be effective only upon delivery, either by certified mail, email, or in-person delivery, to the other Party at the address listed below.

AGREED TO AND ACCEPTED:

San Juan Co. Library, Blanding Branch and Green Our Planet indicate agreement with this MOU by their signatures below.

San Juan Co. Library, Blanding Branch

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Email: _____

Address: _____

Green Our Planet

Signature: _____ *Christine Anderson* _____

Printed Name: Christine Anderson _____

Title: Hydroponics Manager _____

Date: 10/19/2021 _____

Email: _chris@greenourplanet.org_

Address: 8020 S Rainbow Blvd., Ste. 100-620, Las Vegas, NV 89139

SCHEDULE A SERVICES

I. Description of Services

1. Library Responsibilities:

- (a) Library Director agrees to serve as the Hydroponic Lead for the Hydroponic Program at Library. If possible, the Library Director will name a secondary on-site contact, and provide their contact information with Green Our Planet. Rachel Cook, Grants Coordinator and Library Consultant, Utah State Library Division/Department of Cultural and Community Engagement, will serve as the secondary contact for libraries unable to provide an on-site Co-Lead.
- (b) In order for Green Our Planet to provide the best possible support during the first year of implementation, Library will keep Green Our Planet informed on the progress of the Hydroponic Program by providing at least one monthly update about the status of the hydroponic program at Library. Monthly updates should include if a system is running or not at the time of the report. If any of the systems are not operating, the update should include Library's plans on when the systems will be used. If a system is in operation, the update should identify if a system is in the germination phase, if a system is planted, or if a system is in the harvest phase of the growth cycle. Updates should also include photographs of students working with the Hydroponic Systems to support the update provided. **Green Our Planet reserves the right to use such photographs for promotional purposes.**
- (c) Library Directors will fill out at least two Green Our Planet surveys throughout the Library year. A preliminary survey will help GoP gather information on the teachers' overall confidence using hydroponics as a teaching tool as well as their plans on how to use the hydroponic systems as a teaching tool. These surveys help the Library track progress and show the efficacy of the program, and they help Green Our Planet better tailor programming by targeting improvements to teachers' specific needs and offering assistance where needed.
- (d) Library will work with Green Our Planet staff to schedule various Hydroponic Program workshops and inform interested parties of those dates once scheduled.
- (e) Library will keep Green Our Planet informed about events such as harvest parties, tastings, chef-to-Library events, or farmers markets related to the Hydroponic Program.
- (f) Library will make sure that all interested parties have access to Hydroponic Program training materials and Green Our Planet's K-5 STEM Hydroponic Curriculum.

- (g) In order to fulfill best practices recommendations, Library will work toward the goal of teachers using the Green Our Planet Hydroponic Curriculum and hydroponics systems to teach STEM subjects.
- (h) Library will ensure that the Hydroponic Systems will be maintained at all times and will not become unkempt. Library will develop a strategy that allows interested teachers and students to participate in the operation and maintenance of the Hydroponics Systems.
- (i) Library will be responsible for replenishing supplies, such as seed sprouting cubes and fertilizer, once the materials provided in the initial Green Our Planet Hydroponic Maintenance package have run out. It is estimated that Libraries will spend approximately \$100-150 per year on consumables. Green Our Planet will provide the Library with a document that has links to where these supplies can be purchased.

1. Green Our Planet Responsibilities:

- (a) Green Our Planet will order and/or manufacture the Hydroponic Systems and will coordinate with the Library regarding their delivery. This includes purchase of a commercial hydroponic farm system for 5th grade. Additionally, Green Our Planet will manufacture and deliver one grade-specific hydroponic system kit for grades K-4 as follows:
 - a. Kindergarten - wicking system
 - b. First Grade - Kratky system
 - c. Second Grade - Deep Water Culture (DWC) system
 - d. Third Grade - Nutrient Film Technique (NFT) system
 - e. Fourth Grade - Aquaponics system
- (b) Green Our Planet will provide a Hydroponic Maintenance Package that includes a seed germination kit, seed sprouting plugs, pH kit, TDS meter, hydroponic fertilizer, and additional materials required to successfully grow produce in the Hydroponic Systems.
- (c) Green Our Planet will provide 3 online trainings for the Library Hydroponics Team, other interested teachers/staff, community members and/or students. These workshops are designed to familiarize users with the systems and how to run them efficiently.
- (d) Green Our Planet will provide support to Library when assembling the Hydroponic Systems via Tutorial Videos that Green Our Planet has created as well as email/phone/video chat contacts.
- (e) Green Our Planet will provide Library with a copy of Green Our Planet's Hydroponics Manual
- (f) Green Our Planet will give Library access to its online Virtual Academy, which includes K-5 STEM hydroponics lessons and a Hydroponic tutorial video series, as well as health/nutrition and outdoor garden lessons.

- (g) Green Our Planet will provide the Library with Green Our Planet's K-5 STEM Hydroponic Curriculum and any other available supporting materials for the Hydroponic Program.
- (h) Library will have access to a Green Our Planet hydroponics expert to assist Library with any additional troubleshooting, planning, or program support related to the Hydroponic Program by email, phone, or video chat.