



Tips for Creating a Memorandum of Understanding with 4-H Youth Development/Cooperative Extension

A *Memorandum of Understanding* (MOU) or a *Memorandum of Agreement* (MOA) is a tool to recognize and articulate collaborations and partnerships between the 4-H Youth Development Program/Cooperative Extension and other entities/organizations.

4-H Programs at the national, state, and county levels partner with a number of groups and organizations to carry out the 4-H mission. These groups need to have written authorization to use the 4-H Name and Emblem. An MOU can provide this authorization and provide details on the rights and responsibilities that are associated with the use of the 4-H Name and Emblem.

A Memorandum of Understanding (MOU) is simply a written agreement to identify the working relationships and guidelines between collaborating and partnering entities. An MOU spells out the common understandings. It clarifies what kind of support will be provided and outlines specifics of communication and duration. It defines the rights and responsibilities of each involved entity. An MOU may also be called a Memorandum of Agreement (MOA); these terms may be used interchangeably.

Over the years, 4-H has successfully established relationships with many partners and entities without written documentation. However, changes in banking policies, IRS regulations, and entities which hold the 4-H Group Exemption Numbers have necessitated the development of MOU's between 4-H and these entities. MOU's are now considered part of the standard operation procedures with all such partners of the 4-H Youth Development program. Those MOU's recognize the cooperative relationships, provide general definitions of each partner's contributions, and document the association among all parties.

Examples of Organizations and Partnership for which an MOU is appropriate: (Please note that these examples vary with the individual state organizational structure. If you have a question, contact your 4-H Youth Development Program Director.

- 4-H Foundations and 4-H Endowments
- 4-H Fairs and 4-H Camp Facilities
- Livestock and Auction Committees
- Advisory Boards
- Partnership Groups
- Collegiate 4-H
- 4-H Professional Association
- 4-H Council and similar governing bodies

In order to serve these purposes, the MOU needs to include several basic components. These include the

- [**PURPOSE**](#) of the partnership
- [**INTRODUCTION**](#) of each partner
- [**ROLES AND RESPONSIBILITIES**](#) of each entity to support the partnership
- [**DURATION**](#) of the MOU
- [**TERMINATION OR AMENDMENTS**](#) process, and
- [**AUTHORIZED SIGNATURES**](#) representing each organization's endorsement of the agreement.

Each of these components is described below in further detail.

PURPOSE: This section identifies the name of each partner entering into the agreement and describes the purpose of the MOU.

- Why is this MOU being established? Briefly state the reason for collaborative relationship of the parties included in the MOU.
- What is the official name of each organization?

INTRODUCTION: This information more fully describes the mission, vision, and goals of each partner entering the MOU.

- What are each organization's mission, vision, and/or goals?

ROLES AND RESPONSIBILITIES: This section states the role and responsibility of each partner included in this MOU. It states how each organization will support the relationship established by the MOU and what each will individually contribute to the effort. The items in this section can be fairly specific and will likely relate to topics such as leadership, communications, staff and volunteers, budget and finances, logos and emblems, and overall accountability.

- What roles or responsibilities will the partners work on collectively (jointly) and how will they be accomplished?
- What roles or duties does each individual partner take full responsibility for in this partnership?

MEETINGS AND REPORTING: This section defines how and when the partners will meet for purposes of ensuring the compliance of the MOU. It also includes specific reporting agreements.

- How many times will the partners meet during the duration of the MOU?
- What will be the format for these meetings (face-to-face, teleconference, etc.)?
- What are the reporting requirements of each partner (e.g., fiscal accountability, progress of the partnership toward the stated goals/mission, impact of the program, etc.)?

DURATION: This section describes when the MOU begins and the length of the MOU.

- When will the MOU take effect?
- The MOU will remain in effect unless terminated or amended as described in the next section.

TERMINATION OR AMENDMENTS: This section outlines how the MOU may be terminated or amended. There may be instances when one of the cooperative partners will need to amend or even terminate the relationship described by the MOU. Allow for that smooth evolution by stating how that change can be completed. Typically this will refer to time within which the other partner will need to be notified that changes are necessary. It might be 60 days, 90 days, etc.

- How are amendments or changes to the MOU handled?
- Include the length of time required before amendments may take effect.
- How will the MOU be terminated?
- A six (6) month written notice is required to terminate the MOU.

AUTHORIZED SIGNATURES: An authorized individual from each organization will sign and date the MOU. Each organization's support of the agreement will be represented by the signature of someone who serves in a leadership role for each partner. It can be a committee chairperson or board president for other agencies involved in the MOU. 4-H Youth Development Staff members must follow the individual state CES policy on signing MOU's or other legal documents and insure sufficient time for communication and signature authorization prior to the MOU taking effect.

- Do the signature lines include the written signature, printed signatures, title of person and date of signing?

- Are those signing the MOU the authorized persons for each individual partner?

While most of the partnerships with 4-H have been successful, the development of MOU's between 4-H Youth Development programs and other partners will strengthen the positive relationships. The MOU will also clarify the rights and responsibilities of all entities involved, continuing to "make the best better."

THE VALUE OF PREPARING AN MOU

In addition to officially recognizing groups and authorizing their use of the 4-H Name and Emblem, an MOU is important because it:

Sets a better tone for participation

Creating an MOU makes both partners more familiar with the 4-H Name and Emblem regulations.

Negotiating an MOU raises both entities' awareness about their responsibilities to involve the other entity in decisions or program policies. It also gives organized program participants the opportunity to define participation in ways that are truly meaningful to them.

Builds a stronger working relationship

The process of actually negotiating an MOU helps participating entities and 4-H/CES staff members build a better working relationship, better listening skills, and more empathy for the issues that the other group faces. Participants develop a better understanding of the challenges the 4-H Youth Development Program faces—for example, working with limited budgets. Likewise, the 4-H Youth Development Program staff develops a better understanding of the problems clientele groups and community organizations face and their ideas for solutions that will work in their community.

Sets up a structure for a partnership

An MOU puts the partnership between the other organization and the 4-H Youth Development Program in writing. It provides a structure for a working relationship. For example, the MOU can establish a specific meeting time, which may be preferable to relying on the "as needed" informal expectations of either party.

Clarifies how regulations will be interpreted

While state policies and rules may provide a framework for clientele participation, an MOU can clarify how your program will carry out its responsibilities under these policies and rules. For example, guidelines say the 4-H Youth Development Program must ensure "open communications" with the clientele organization. An MOU can clarify that "open communications" will be defined as access to specific documents, advance notice of any changes in policies, and responses in writing from the 4-H Youth Development Program to written comments submitted by a clientele group or organization.

A specific example of the regulations that may need to be explained in an MOU is the use of the 4-H Name and Emblem in marketing and promoting programs. An MOU provides a means to clarify how and under what conditions partners can use the 4-H Name and Emblem.

Protects organizations' rights over time

Your current organization may have a good working relationship with the current program director of a given community group, but what if a new director comes in who is less open to participant involvement? Or what if the leadership in the clientele organization changes and becomes less democratic? An MOU protects both groups over time, because it makes it clear that the group has certain rights and responsibilities no matter who is in the current leadership role.

For more information regarding the creation of an MOU, contact the State 4-H Youth Development Program Director or the appropriate State, Regional, or County Extension Professionals.

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SAMPLE TEMPLATE

Memorandum of Understanding between 4-H Youth Development/Cooperative Extension and Partners of 4-H Youth Development/Cooperative Extension

(Information in italics is designed to help the user understand completion of the MOU and should be removed from the final document.)

PURPOSE

This Memorandum of Understanding establishes the guidelines for collaboration between ____ [State] 4-H Youth Development / ____ [State University] Cooperative Extension [Add County 4-H Youth Development Program as appropriate] and ____ [Official Name of Partnering Organization or Group]. The purpose of this MOU is to define the roles, relationships and obligations of both parties including the use of the 4-H Name and Emblem.

INTRODUCTION

4-H is the youth development program of the Land Grant University's Cooperative Extension System and the United State Department of Agriculture. The 4-H Name and Emblem is a Federal mark, protected by 18 U.S.C. 707. The primary consideration for granting authorization to use the 4-H Name and Emblem is for the educational and character-building purposes of the 4-H program to serve the educational needs and interests of 4-H youth. The 4-H Name and Emblem can be used only as authorized by the statute.

- A. 4-H Youth Development Mission and Vision: 4-H Youth Development empowers youth to reach their full potential, working and learning in partnership with caring adults. It is the vision of 4-H Youth Development to have a world in which youth and adults learn, grow and work together, as catalysts for positive change. *(This mission and vision is the National 4-H mission and vision from 4-H.org. The state mission and vision could be substituted.)*
- B. ____ [Name of Partnering Organization] Mission and Vision: ____ mission and goals are:

ROLES AND RESPONSIBILITIES

- A. Joint Responsibility: ____ [State and/or County] 4-H Youth Development and ____ [Name of Partner] hereby mutually agree to work together to:
 - a. Provide open communication and leadership to achieve the mission and goals of this partnership.
 - b. Use the official and approved logo and identifying mark for each partner on all communications and promotional materials in equal size.
 - c. The entities acknowledge that all or any financial arrangements must be negotiated and depend on availability of funds. Identify responsible party for required national and state legal permits, reporting and filing responsibilities. *(Example: fundraising permits, sales tax, tax reporting, etc.)*
 - d. *[If hiring staff is part of the partnership, clearly define roles, supervision and training, accountability, and legal responsibility, etc.]*
 - e. Additional items of joint responsibility.

- B. Individual Partner Responsibility: ____ [State and/or County] 4-H Youth Development agrees to provide:
- a. Use of the 4-H Name and Emblem in accordance with the federal law, regulations, and guidelines regarding use of the 4-H Name and Emblem.
 - a. *[List specific purposes. These include marketing, communication pieces, etc.]*
 - b. *[If fundraising will be involved in the partnership, clearly articulate how the 4-H Name and Emblem will be used, communication on fundraising pieces clearly articulating the purpose of the funds raised and where the money will go, accountability for the money, legal responsibilities for money, etc.]*
 - b. Provide leadership to and support the ____ [State] 4-H Youth Development Policies and Guidelines.
 - c. Enforcement of EEO and Civil Rights policies of the Land Grant University including appropriate documentation.
 - d. Other items that 4-H Youth Development will provide to the partnership. *(These could include educational materials, training, staff and volunteers, financial support, etc.)*
- C. Individual Partner Responsibility ____ [Name of Partnering Group]
- a. Specific items that Partner is providing to the partnership.

MEETINGS AND REPORTING

To accomplish these objectives, partners will meet/confer at least ____ times a year for the purposes of program planning and monitoring, evaluating outcomes, and to review and ensure that each entity is in compliance with this Memorandum of Understanding.

DURATION

Upon signatures of the authorized individual[s] of the organizations, this Memorandum will commence on [Month Day, Year] and shall remain in effect until terminated or amended as described below.

TERMINATION OR AMENDMENTS

- A. This memorandum can be amended or verified through agreement by all partners and evidenced in writing and signed by the authorized individual[s] for each partner. A ____ *(time frame of days, such as 30 or 60 days)* notice is required for signed amendment to be in effect.
- B. This memorandum may be terminated by either entity by notification in writing. A six (6) month notice is required.

AUTHORIZED SIGNATURES

Signed,

Authorized Person for _____ 4-H Youth Development

NAME

PRINT NAME

DATE: _____

TITLE

Authorized Person for _____ [Partner Organization]

NAME

PRINT NAME

DATE: _____

TITLE