

**MEMORANDUM OF AGREEMENT**

1. **EFFECTIVE DATE AND PARTIES:** This agreement is made to be effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, on behalf of the UNIVERSITY OF GEORGIA'S "COOPERATIVE EXTENSION SERVICE," hereinafter referred to as "COOPERATIVE EXTENSION SERVICE," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal offices in \_\_\_\_\_, hereinafter referred to as "COOPERATOR," for and in consideration of the mutual promises contained herein. All obligations of the Board of Regents under this agreement will be performed by the University of Georgia Cooperative Extension Service.
  
2. **NAME OF PROJECT:** COOPERATOR desires a test demonstration and COOPERATIVE EXTENSION SERVICE is willing to undertake and conduct such a test demonstration; therefore, it is mutually agreed that such an investigation be known as \_\_\_\_\_.
  
3. **OBJECT OF PROJECT AND PROJECT INVESTIGATION PLAN:** COOPERATIVE EXTENSION SERVICE shall perform the test demonstration under the direct supervision of \_\_\_\_\_ Departments of \_\_\_\_\_ College or School of \_\_\_\_\_ and shall have as its objective, an evaluation and demonstration of \_\_\_\_\_. COOPERATIVE EXTENSION SERVICE and The University of Georgia, do not represent, warrant, or guarantee that any specific results shall be achieved and do not provide any express or implied warranty of fitness for a particular use.
  
4. **DURATION OF AGREEMENT.** The project shall commence on the effective date of this agreement as set forth in paragraph 1, above, and continue through the \_\_\_\_\_ day of \_\_\_\_\_.
  
5. **FUNDS AND PURCHASES:** COOPERATOR agrees to pay to EXTENSION SERVICE the sum of \_\_\_\_\_, to be paid as follows: Payments will be made on a reimbursable basis upon the presentation of invoice for actual expenditures. Invoices will be submitted to COOPERATOR on a quarterly basis, with the final billing on said project submitted no later than one quarter after the termination of this agreement. Vouchers for equipment or supplies (excluding labor) in excess of \$100.00 must be attached to invoices.  
  
The money paid by COOPERATOR to EXTENSION SERVICE shall be put into a restricted account known as \_\_\_\_\_ and the money shall be expended for the project as set forth above in a manner to be determined by EXTENSION SERVICE for technician salaries, wages, fringe benefits, travel, equipment, supplies, etc., as may be reasonable necessary to carry out the project. EXTENSION SERVICE will render to COOPERATOR an accounting of funds spent.
  
6. **CONTRACT RESTRICTIONS:** The parties expressly agree that payment made by COOPERATOR to EXTENSION SERVICE for services performed are contingent upon annual assessments imposed upon the producers and that should anticipated assessments necessary to fund said services not be forthcoming or available to COOPERATOR, COOPERATOR shall have the right to terminate this agreement and its obligation thereunder upon 30 days written notice to EXTENSION SERVICE. In the event of such termination, EXTENSION SERVICE shall be paid for services rendered through the effective date of the termination.

7. **NOTICES:** All notices of every kind and description whatsoever required or permitted under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when mailed through the U.S. Postal service, postage prepaid, as evidenced by a postmarked certificate of mailing for U.S. mail, or by other similar means for personal delivery such as a signed receipt acknowledging personal delivery, to the party to whom delivery shall be made at the respective, specific addresses as set out in (a) and (b) below:

(a) All notices to EXTENSION SERVICE shall be given or addressed to Dr. Beverly Sparks, Associate Dean for Extension, Cooperative Extension Service, University of Georgia, Conner Hall, Suite 111, Athens, GA 30602-7504, and

(b) All notices to COOPERATOR shall be given or addressed to

---

---

---

8. **COMPLETE AGREEMENT, MODIFICATION AND NON-ASSIGNABILITY:** This agreement contains the complete agreement between the parties to said project and obligations herein assumed. Any oral representation or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing signed by the party to be charged therewith. This Agreement cannot be assigned, sold, transferred or encumbered in any manner by any party hereto without the express written consent of the other party. Any attempt to do so shall be void.

In witness whereof, this Agreement is entered into on the date first above written.

COOPERATIVE EXTENSION SERVICE  
THE UNIVERSITY OF GEORGIA

Date Principal Investigator

Date Department Head

Date J. Scott Angle  
Dean and Director

Executed by the respective duly authorized officers or agents of COOPERATIVE EXTENSION SERVICE and COOPERATOR to be effective the day and year set in paragraph 1.

Date The University of Georgia  
By: Vice President for Public Service and  
Outreach, Dr. Jennifer Frum

Date Cooperator  
By: Signature of Duly Authorized Officer or Agent  
of Cooperator with Name and Title of Said  
Officer or Agent Typed Below.

EXHIBIT "A"  
UNIVERSITY OF GEORGIA  
COOPERATIVE EXTENSION SERVICE  
BUDGET ESTIMATE

PERSONAL SERVICES:

TITLE OF EMPLOYEES:	AMOUNT
	\$
	\$
	\$
	\$
STAFF BENEFITS	\$
TOTAL PERSONAL SERVICES	\$
<u>TRAVEL:</u>	\$
<u>OPERATING SUPPLIES:</u>	\$
<hr/>	
<u>TOTAL ESTIMATED COSTS:</u>	\$