Plumbers & Gasfitters U.A. Local 5 Training Facility (known as the Association in the terms of the MOU) and the American Rainwater Catchment Systems Association (ARCSA) share significant common interests and wish to compound their efforts by signing and executing this Memorandum of Understanding (MOU).

I. Introduction

The Association and ARCSA share a general interest in environmental stewardship and education, and a specific interest in sustainable rainwater harvesting. The Association rainwater harvesting course and ARCSA’s accreditation program share common goals, philosophies and methods.

The purpose of this MOU is to create a partnership between the Association and ARCSA that is built on each organization’s strengths. Each organization wishes to establish the least-complex
arrangement needed for Association employees and staff to apply the extensive educational depth provided by their course toward satisfying the requirements of accreditation with ARCSA.

II. Roles and Contributions

This MOU is intended to outline the requirements for the Association members to apply their extensive water-harvesting knowledge toward meeting the ARCSA requirements for accreditation.

III. Terms and Legal Effect

This MOU is a living document that defines mutually agreeable requirements and deliverables for collaborative efforts between the Association and the ARCSA. Both the Association and ARCSA hereto acknowledge that this MOU constitutes a non-binding memorandum of understanding that reflects the intent of the parties to cooperate in good faith regarding the transactions herein and does not constitute a legally binding agreement.

IV. Conditions, Exchanges and Deliverables

The Association will hold training with the ARCSA Manual and agrees to the following points in this MOU:

1. The instructor shall be an active member of ARCSA, shall have completed and passed the ARCSA AP course, D&C course, and the inspectors course.
2. Each person taking the class will become a member of ARCSA. This list of people will be handled by the Association and be responsible for providing the list to ARCSA along with associated fees.
3. The ARCSA rainwater harvesting manual will be purchased from ARCSA for each person in the training class. No books will be reproduced by the Association or used outside of the intent of this MOU.
4. The person will be eligible to take the AP test after completion of the AP course and will make payment to ARCSA for the exam fee.
5. The person will then follow all the rules of ARCSA to be eligible for AP certificate after passing the test and submitting the required documentation to ARCSA for approval on the five systems needed to become an AP.
6. Indemnify (hold harmless) the Officers, Directors, Employees and Agents from any losses, damages, etc., resulting from relying on our new manual.
7. The “license” for instructing with the manual is not transferable to another party or subsidiary.
8. Each organization is responsible for protecting ARCSA information, both physical and electronic.
9. No changes are to be made to the Manual content without ARCSA approval.
10. The Manual information will not be sold, licensed or traded to a third party.
11. The Association does not acquire any rights of ownership to ARCSA manual or instructional material.
12. Neither party can use, disclose or make available to a third party either party's confidential information.

V. Duration, Renewal and Termination

This MOU shall take effect immediately upon signing by both the Association and the ARCSA; provided, however, that both the Association and the ARCSA hereto acknowledge that this MOU constitutes a non-binding memorandum of understanding that reflects the intent of the parties to cooperate in good faith regarding the conditions described herein and does not constitute a legally binding agreement. This MOU shall have a three (3) year term from time of signing and will be reviewed annually by ARCSA with-in 60 days of the renewal date. After review notice from ARCSA (30 days prior to expiration) the Association may renew by submitting written notice to ARCSA with-in 30 days prior to the expiration date.

This agreement may be terminated by either party by submitting written notice to the other party not less than 30 days prior to the intended date for discontinuing activities within the scope of this MOU. Such notice shall indicate the reasons for requesting such termination.

Plumbers & Gasfitters U.A. Local 5 Training Facility

Name: Timothy T. Haley
Title: Training Director

Signature: [Signature] Date: 7/14/15

American Rainwater Catchment Systems Association

Name: David Crawford
Title: President

Signature: [Signature] Date: 7/13/15