Memorandum of Understanding - 2015

John Deere Green Tech (Green Tech) and the American Rainwater Catchment Systems Association (ARCSA) share significant common interests, and wish to enhance and combine our efforts by signing and executing this Memorandum of Understanding (MOU).

I. Introduction

Green Tech and ARCSA share a general interest in environmental stewardship and education, and a specific interest in sustainable rainwater harvesting. The Green Tech in-house rainwater harvesting training and ARCSA’s accreditation program shares common goals, philosophies and methods.

The purpose of this MOU is to create a partnership between Green Tech and ARCSA which is built upon each organization’s strengths. Each organization wishes to establish the least-complex arrangement needed for Green Tech employees and associates to apply the extensive educational depth provided by its own in-house water harvesting training program toward satisfying the pre-test requirements of accreditation with ARCSA AP.

II. Roles and Contributions

This MOU is intended to outline the requirements for Green Tech employees and associates to apply their extensive water-harvesting knowledge toward meeting the ARCSA pre-test 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 Green Tech and the ARCSA. Both Green Tech 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

Green Tech will keep records of names and contact information of each person attending the ARCSA sanctioned in-house water harvesting training class (herein referred to as “GT Training”) and forward said contact information to ARCSA:

1. One ARCSA rainwater harvesting manual will be purchased and distributed to each person attending GT Training for the first time.
2. Each person or any company representative attending GT Training will be advised to become a member of ARCSA.
3. Upon completion of GT Training, each participant, who is an ARCSA member, will be eligible to register and pay the appropriate and required fees to ARCSA to take the on-line AP certification exam and subsequently submit his/her information to ARCSA for AP certification. The Green Tech employee/instructor shall be an active member of ARCSA and shall have completed and passed the on-line exam for the respective ARCSA course, for which GT Training is being provided.
4. Attendees will be eligible to take the ARCSA on-line AP test after completion of the GT Training and will be required to make payment directly to ARCSA for the membership and exam fee.
5. GT Training attendees will then follow all current 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. The “license” for instructing with the manual is not transferable to another party or subsidiary.
7. Each organization is responsible for protecting ARCSA intellectual property.
8. No changes to the Manual document are to be made without ARCSA approval.
9. Green Tech does not acquire any rights of ownership to ARCSA manual or instructional material.
10. Neither party can use, disclose or make available to a third party either party's proprietary, confidential or copyrighted information.

V. Duration, Renewal and Termination

This MOU shall take effect immediately upon signing by both Green Tech and ARCSA; provided, however, that both Green Tech 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 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 may be renewed by submitting written notice to the other party not less than 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.

John Deere Green Tech

Name: Brian Quill
Title: Regional Manager

Signature: [Signature] Date: 7/21/15

American Rainwater Catchment Systems Association

Name: David Crawford
Title: President

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