

MEMORANDUM OF AGREEMENT
between
CHATHAM COUNTY
and
THE CENTER FOR BIOLOGICAL DIVERSITY

Background

Chatham County's Solid Waste & Recycling department ("SW&R") developed an educator guide entitled Don't Waste It! ("Guide"). SW&R staff are currently working on updating the Guide. The Center for Biological Diversity ("Center"), P.O. Box 710, Tucson, Arizona 85702, contacted SW&R about contributing lessons plans to the Guide. Through mutual agreement, SW&R will allow the Center to provide lessons to be incorporated into the Guide. Both Parties agree to enter into this Memorandum of Agreement ("MOA") to establish this collaboration. In furtherance of this, the Parties agree as follows:

The Center for Biological Diversity shall:

- Three Center staff members will provide topical background information and help draft three lessons (holiday waste reduction, fast fashion and economic drivers of production and consumption). Center staff will review the whole guide and provide recommendations on how to include wildlife, plant-based eating, and waste prevention (reuse, repair, refill) throughout. Content will include material lists, instructions/guidelines to complete activities, and questions the lessons will address.
- Collaborate with SW&R staff to finalize the content provided.
- Provide language for the Guide to show the collaboration between the Parties.
- Ensure that any use of Don't Waste It! will include the © symbol.
- If using any portion of the Guide developed by SW&R for any reason, provide full credit to SW&R for the material.
- Link to information about the guide from the Center's website and promote on social media and in our monthly newsletter.
- Provide our logo for marketing, branding and promotional purposes - <https://www.biologicaldiversity.org/about/logo/>

SW&R shall

- Collaborate with the Center staff to finalize the lessons provided.
- Format the lessons to match the Guide and correlate the lessons to meet current North Carolina curriculum standards.
- Create and manage an online workshop relevant to the Guide that will be accessible to a world-wide audience.

Term: The term of this MOA begins on the latest date of signature below and ends after all agreements have been satisfied.

Termination: This MOA can be terminated by either party upon prior written notice to the other party.

Intellectual Property: This MOA is subject to the North Carolina Public Records Act and may be released upon request. Notwithstanding, the Guide and the County's use thereof will not infringe any intellectual property right of any third party, and, as of the date hereof, there are no pending or, to the Center's knowledge, threatened claims, litigation, or other proceedings pending against Center by any third party based on an alleged violation of such intellectual property rights. The Parties will promptly notify each other of any such claims.

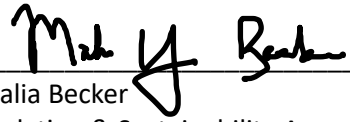
Status of Parties: The purpose of this MOA is to update and develop the Guide, and nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County, or anything other than independent contractors.

Governing Law. This Memorandum of Agreement shall be subject to and interpreted in accordance with the laws of the District of Columbia, without regard to its principles of conflicts of laws.

CHATHAM COUNTY

Bryan Thompson, County Manager

THE CENTER FOR BIOLOGICAL DIVERSITY


Name: Malia Becker
Title: Population & Sustainability Associate
Organizer