

## MEMORANDUM OF UNDERSTANDING

This agreement will outline and set forth various terms and conditions whereby Columbia Basin Section 614 of the AMERICAN SOCIETY FOR QUALITY, a 501(c)(3) organization ("ASQ Section"), and Washington State University Library ("Co-Sponsor") will function in a cooperative manner for the purpose of:

- Providing books and videotapes to the Columbia Basin region for the general quality education of interested individuals and organizations in the region, and
- Promoting a general awareness within the community about the ASQ Section, including the provision of information for learning more about the ASQ Section and its activities.

This activity will be referred to in this letter as the "Project".

1. Location and Dates of Project: Books and videotapes on the subject of quality will be provided by the ASQ Section to the Co-Sponsor for display and circulation within the entire library system for an indefinite period of time.
2. Project Duties and Responsibilities:
  - a: ASQ Section shall be solely responsible for performing the following activities by, if applicable, the date stated following the listed activity (any use of ASQ's logo shall be in compliance with ASQ Policy & Procedures and ASQ Logo Guidelines):
    - Provide books and videotapes currently listed on the ASQ Section website to the Co-Sponsor. Additional books and videotapes may be added at the discretion of the ASQ Section.
    - Provide updated publicity announcements with respect to locations, dates and times, speaker information, and speaker subjects to the Co-Sponsor for providing prominent announcements to the Co-Sponsor's customers.
  - b: Co-Sponsor shall be solely responsible for performing the following activities by, if applicable, the dates stated following the listed activity:
    - Displaying, cataloging and circulating books and videotapes throughout the entire library system.
    - Within the Richland library, a separate section of books and videotapes will be maintained with prominent display or plaques to indicate that the books and videotapes were donated by the ASQ Section.
    - Identifying each book on the inside cover as having been donated by the ASQ Section.
    - Identifying each videotape as having been donated by the ASQ Section.
    - Prominently displaying information regarding upcoming ASQ events and meetings that has been provided to the Co-Sponsor by the ASQ Section.
    - Returning to ASQ Section any books or videotapes that are no longer desired by the Co-Sponsor. Co-Sponsor will not sell, destroy, or otherwise dispose of any books or videotapes contributed by the ASQ Section.

c: These responsibilities may be modified by written consent of both parties to the Project.

3. Financial:

a. Allocation of Expenses:

ASQ Section shall be responsible for arranging for and paying the following payments and expenses:

- Initial purchase and shipping cost of each book and videotape
- Cost of taking back books requested by the Co-Sponsor or the ASQ Section or upon termination of this Project.

Co-Sponsor shall be responsible for arranging for and paying the following payments and expenses:

- All costs associated with displaying and circulating books and videotapes
- All costs associated with displaying ASQ Section promotional material

b. No revenue is anticipated as a result of this Project; however, if revenue is obtained it will be the property of the party obtaining the revenue. The other party will have no claim to said revenue.

c. No other sharing of expenses is anticipated as a result of this Project. Any additional expenses that occur will be the responsibility of the party incurring the expense.

d. Any modification to the above allocation of expenses and revenues must be in writing and agreed to by both parties.

e. Each party is responsible for maintaining its own accounting and books and neither party will have access to the other party's accounting documents.

f. Bank Accounts: In the event a bank account is opened for the Project, no funds may be withdrawn from the bank account or checks drawn against the account unless the authorization for withdrawal or check is signed by the authorized representatives of both parties. Funds other than those pertaining to the Project shall not be kept in the bank account for the Project. It is not anticipated that this Project will require opening of a bank account.

4. Authorized Representatives and Notices: The authorized representative to function for ASQ Section in all respects regarding the Project shall be James L. Smith, ASQ Section Chair. The authorized representative for the Co-Sponsor shall be [Insert Name, Co-Sponsor Title]. Any notices or signatures required by this letter together with all other communications between the parties shall be directed to these authorized representatives unless additional or different representatives are designated in writing by the parties.

5. Termination: The Project shall terminate upon 90 days written notice to the other sent to their last known address by certified mail.

6. Ownership Rights:

- a. Ownership of the books and videotapes will be joint between the ASQ Section and the Co-Sponsor. Upon return of the books or videotapes to the ASQ Section, the Co-Sponsor will relinquish all ownership of the returned books and/or videotapes.

7. [Choose one of the options below]:

**FOR ACTIVITIES WITH NON-PROFITS:**

Non-Agency: Neither party is nor shall be the agent for the other and shall not have the authority to incur liability or debt for the other. The powers, rights and responsibilities of each party is limited to those stated in this letter or in any modification agreed to in writing by both parties.

**FOR ACTIVITIES WITH FOR-PROFIT ORGANIZATIONS:**

No Joint Venture: Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers; neither party shall have the power to obligate or bind the other party in any manner whatsoever, except as expressly provided herein or in any modification agreed to in writing by both parties. Neither party is, nor shall be, an agent for the other party. Neither party shall have the authority to incur liability or debt for the other party.

8. Non-Endorsement of Products and Services: Engaging in the Project shall not in any manner be construed as an endorsement of any product or service of a person or entity and it is specifically understood and agreed by the parties to the Project that they will not engage in any action or knowingly permit any action to be undertaken which can be construed as an endorsement of a product or service of any person or entity.
9. Non-Liability of American Society for Quality (ASQ): It is understood and agreed by both parties to this letter of undertaking that ASQ shall not be liable or responsible to ASQ Section, Co-Sponsor or any third party that may incur expense in connection with the Project for any expenses or liabilities associated with the Project, and neither party to this agreement shall represent to any third party that ASQ is responsible for or liable for any expense or activity associated with the Project.

The terms outlined in this agreement are acceptable by both parties as indicated by the signatures below. This agreement becomes effective as of the date below.

ACCEPTED AND AGREED TO on [Insert Date]

BY [Section Name] Section [Section Number]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

BY [Co-Sponsor]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**NOTE:** Please forward of copy of any agreement, before signing, to ASQ Section Relations at 600 N. Plankinton Ave., P.O. Box 3005, Milwaukee, WI 53201-3005 for review. Upon acceptance, ASQ recommends this agreement be executed in duplicate with one signed original for each party and a final copy forwarded to ASQ Section Relations.