Memorandum of Understanding

American Rainwater Catchment Systems Association (ARCSA)

And

Texas Rainwater Catchment Association (TRCA)

PURPOSE

In recognition of common interests, the American Rainwater Catchment Systems Association (ARCSA) and the Texas Rainwater Catchment Association (TRCA) subscribe to this Memorandum of Understanding (MOU) to explore the promotion of mutual interests within the industry as related to education, training and advocacy.

STIPULATIONS

TRCA acknowledges the unique membership characteristics of ARCSA and recognizes its authority to exercise sole and exclusive discretion in all decisions concerning matters related to the direction, administration, and operation of ARCSA. Furthermore, TRCA acknowledges ARCSA's copyright in publications and understands that neither TRCA, nor its members who may engage in activities as a result of this MOU accrue any interest or property rights, including rights in copyright, to publications or products which they participate in developing.

ARCSA acknowledges the unique membership characteristics of TRCA and recognizes its authority to exercise sole and exclusive discretion in all decisions concerning matters related to the direction, administration and operation of TRCA. Furthermore, ARCSA acknowledges TRCA's copyright in publications and understands that neither ARCSA, nor its members who may engage in activities as a result of this MOU accrue any interest or property rights, including rights in copyright to publications, or products which they participate in developing.

OBJECTIVES

• Identify areas of mutual interest and seek to identify areas within which ARCSA and TRCA could work cooperatively to improve the efficient use of each organization's resources.
• Where mutually beneficial, identify and consider a possible agreement between ARCSA and TRCA to promote new and existing sustainability opportunities and services collaboratively to our members and the industry, including ARCSA's green training programs.
• ARCSA and TRCA agree to open a dialogue between them designed to consider ways the organizations might aid best practices in the rainwater harvesting industry, and to consider ways to seek collaborations with other industry groups to promote effective delivery of continuing education programs for workers and the recruitment of new workers.
• ARCSA and TRCA agree to work to identify possible collaboration of joint areas of interest in legislative and regulatory advocacy.
Consider a possible agreement between ARCSA and TRCA whereby ARCSA and TRCA, through the use of the ARCSA staff and industry subject matter experts, would coordinate the overall course development, hours of instruction, method of delivery, and cost of instruction and assessment of the new collaborative programs.

Maintain effective and timely communication between TRCA and ARCSA to optimize cooperative efforts mutually beneficial to each organization's respective members.

Identify areas of mutual interest and, once identified, work cooperatively in these areas to leverage impact, increase reach, and maximize the efficient use of each organization's resources.

Support cooperative codes and standards development to benefit the global rainwater catchment industry and related building and water enhancement industries.

Where mutually beneficial, jointly promote respective educational programs, conferences, publications, and standards to members.

Encourage continuing dialogue between TRCA and ARCSA at all organizational levels.

Cross-market, where appropriate, each other's products and services related to all aspects of rainwater catchment.

Promote the continued advancement of the science and technology of all aspects of rainwater catchment by supporting each organization's respective research and technology programs.

Share news regarding ongoing activities of each organization, and promote that news to each organization's respective membership.

TERMS

This MOU shall take effect immediately upon signing by both TRCA and ARCSA current board presidents; provided, however, that both TRCA and ARCSA hereeto acknowledge that this MOU constitutes a non-binding memorandum of understanding which reflects the intent of the parties to cooperate in good faith regarding the transactions contemplated herein and does not constitute a legal binding agreement. This MOU shall be a three (3) year term from time of signing, at which time the MOU can be renewed by submitting written notice to the other party not less than 60 days prior to the expiration date.
TERMINATION

This MOU may be terminated by either organization by submitting written notice to the other organization. Such notice shall indicate the reasons for such termination.

ATTEST:  ATTEST:
ARCSA  TRCA
American Rainwater Catchment Systems  Texas Rainwater Catchment Association
Association  

By:  By:  
David Crawford  Paul Lawrence
President  President

Date: 11/5/13  Date: 11/5/13