

MEMORANDUM OF UNDERSTANDING FOR ESTABLISHMENT OF THE NORTHEAST EXTENSION CONSORTIUM

This Memorandum of Understanding (MOU) is between the following Northeast Cooperative Extension Programs:

University of Connecticut
Cornell University
University of Delaware
Delaware State University
University of District of Columbia
University of New Hampshire
University of Maine
University of Maryland
University of Maryland Eastern Shore
University of Massachusetts Amherst
Penn State University
University of Rhode Island
University of Vermont
Rutgers University
West Virginia University
West Virginia State University

The Northeast Extension Programs (hereinafter referred to as the "Program(s)" and their Directors wish to create mechanisms to allow them to function as a regional network capable of receiving grants for the benefit of the entire region.

Therefore, the Host Institutions, as defined above, on behalf of their respective Extension Programs in the Northeast agree on the following points regarding the formation and operation of a regional consortium:

1. The new consortium will be called the Northeast Extension Consortium (hereinafter referred to as the "Consortium").
2. The Consortium will be limited initially to the above listed Programs in the Northeast. All Programs will be included as equal partners in the Consortium.
3. Each of the listed Extension Directors will serve on the Board of Directors of the Consortium. The Board of Directors will develop the work plans, activities and programs of the Consortium.
4. The past Chair of the Northeast Extension Directors will become the Chair of the Consortium.

5. The vision of the Consortium is for the various Programs to work together to coordinate translational research, education, outreach and diversity programming to address problems, opportunities and work force development in the Northeast region.
6. The primary mission of the Consortium is to enhance regional cooperation and improve coordination of regional Extension program initiatives in the Northeast region.
7. The goals of the Consortium include providing a simple mechanism to develop regional proposals with a single site capable of accepting and distributing funds when applicable for the entire network. In this way the Consortium will facilitate and enhance regional scale efforts.
8. Any one of the Programs in the region can serve as the business home or Lead Institution on a proposal involving the Consortium. For example, one institution can serve as the Consortium's business home for the proposal and another can serve as the Consortium's lead institution for the proposal. The Lead Institution in collaboration with the Board of Directors will identify the appropriate participants in each Consortium proposal. Such participants will be referred to as Partner Institutions and will be incorporated into the Consortium proposal as applicable.
9. The Extension Director at the institution serving as a Lead Institution and submitting a proposal involving the Consortium will serve as the Principal Investigator (PI) on that proposal and the Extension Directors or their designees from Partner Institutions will be Co-Principal Investigators (co-PIs). Lead Institutions of the Consortium are those where the lead PI is based.
10. The Extension Director at the Lead Institution for a Consortium proposal will work with the board of directors to establish the terms of the award for the Lead and Partner Institutions in accordance and in compliance with each Lead Institution's internal policies and procedures. It is recognized that not all institutions may have the same business practices, and the Consortium agrees to modify its proposals to best accommodate each Host Institution, but the intent is that;
 - a. Lead Institutions will charge their federally negotiated indirect costs (IDCs) on all Consortium proposals.
 - b. Partner Institutions may charge IDCs on their individual subcontracts.
 - c. Lead Institutions agree to waive fees on sub-contract awards that are pass-through awards to other Partner Institutions, except when agencies (such as NIH) calculate the indirect costs independently of a cap on the total award, in which case indirect costs on sub-awards may be charged.
 - d. Alternatives to the terms above (a-c) will be considered by the Board of Directors.

13. If, during the term of this MOU, a Program chooses to disclose to any other Program any information that is proprietary and/or confidential to the Host Institution, the obligations and rights of the Programs with respect to such information will be governed by a separate duly negotiated agreement consistent with each Host Institution's internal policy and procedures.

14. The Consortium will encourage projects that seek participation from all Programs in the Consortium which are truly regional in scope and include as much as possible education, communication, legal, outreach or diversity elements in addition to translational research. The Consortium will work with investigators to include funds to cover such integrated, multi-state Extension regional programs.

15. While the Consortium will focus primarily on projects that require a regional approach involving all participants, it may also support projects that involve programs focusing on a single state issue or geographic area where multi-institutional participation is desired.

16. The Board of Directors will determine which projects are to be considered Consortium projects. Proposals that are to be considered Consortium proposals must receive unanimous approval by the Northeast Extension Board of Directors prior to submission. Notwithstanding the foregoing, this MOU does not prohibit any Host Institution or individual Extension Program from pursuing any projects or proposals, regional in scope or otherwise.

17. This Memorandum of Understanding will be valid for 5 years. Withdrawal from any Host Institution can be done at any time by giving written notice to the Chair of the Consortium copied to all Board of Directors.

18. No Program shall use the name of any other Program in any promotional material, or other form of publicity including a public announcement or disclosure without the prior written consent of the appropriate Host Institution.

19. The Programs do not intend that any agency, partnership, joint venture, or exclusive relationship is created between them or their Host Institutions by this MOU, and each Program is free to pursue relationships and opportunities with others similar to those contemplated by this MOU. Nothing in this MOU shall be construed as obligating any Program to enter into any subsequent agreement or relationship.

