



MEMORANDUM OF UNDERSTANDING

between

Green Our Planet

And

Paintbrush Elementary School

I. PURPOSE & SCOPE

Green Our Planet (“GoP”) and Paintbrush Elementary School (“School”) come together in this Memorandum of Understanding (“MOU”) to memorialize the terms of their agreement to work together to build and run a STEM hydroponics garden program (“Hydroponics Program”). Green Our Planet’s STEM Hydroponics Program consists of a commercial hydroponic system for 5th grade, 19 Deep Water Culture Hydroponics systems, and programming for grades K-5 delivered online. School will use the hydroponics systems as teaching tools to accompany the Hydroponics STEM Curriculum provided. Training materials and support for teachers will be provided by Green Our Planet online as School learns to operate the hydroponic systems and uses the curriculum. The teachers and students at School (“Teachers”), with on-line support from representatives designated by Green Our Planet, will maintain the school hydroponics systems.

II. PERFORMANCE OF SERVICES

Green Our Planet and School agree to deliver materials and perform the services described in **Schedule A**, attached hereto (“Services”).

III. BUDGET

School shall pay GoP \$2,000 upon execution of Agreement. The full cost of Green Our Planet’s Hydroponics Program is \$10,000 per year. GoP has allocated \$8,000 from grants and sponsorships to reduce the cost to School.

IV. CONFIDENTIALITY

School acknowledges and agrees that it will receive or have access to confidential materials and content (“Confidential Information,” as further defined below) that Green Our Planet has developed in order to effectively run its hydroponic program. Examples are STEM Hydroponics Curriculum, the STEM Hydroponics Manual, Teacher Resource Manual, The Green Our Planet Virtual Academy, and teacher workshops and trainings. The disclosure or unauthorized use of such Confidential Information may damage Green Our Planet. Thus, unless required by law, School agrees to maintain and protect the Confidential Information in the strictest confidence, and shall refrain from disclosing the Confidential Information to any third party without Green Our Planet’s prior written consent and/or using the Confidential Information other than in connection with the performance of Services. Finally, all Confidential Information, along with any and all materials and content generated in the performance of Services, shall be the sole and exclusive property of Green Our Planet. For purposes of this MOU, the term “**Confidential Information**” shall mean all information disclosed, either before or after the commencement of the Term, by Green Our Planet to School, relating to the Garden Program. The obligations set forth in this Section shall survive the expiration or termination for any reason of this MOU.

V. DURATION

- (1) **Term:** This MOU shall remain in full force and effect for one year (12) months, beginning on August 29, 2022 (“Initial Term”).
- (2) **Termination:** Either Party may terminate this MOU at any time, without cause and/or for any reason, including but not limited to: dissatisfaction with the partnership; nonperformance by either Party; or engaging in a prohibited transaction that may jeopardize Green Our Planet’s 501(c)(3) status. Such a termination will be effective immediately upon providing the other Party with written notice of termination. Green Our Planet will not refund any payment made pursuant to Section III prior to termination.

VI. GENERAL

- (1) **Use of Intellectual Property:** Neither Party shall use the name, trademarks, or any other intellectual property of the other Party for any reason without the Party’s prior written consent. Notwithstanding the foregoing, School authorizes Green Our Planet to name School as a “Partner School” in Promotional Media. Additionally, the Parties authorize each other to issue Promotional Media featuring the name of the other Party for purposes of fulfilling the goals and responsibilities of this MOU.

- (2) Compliance With Laws: In the performance of the Services, Parties shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders, including without limitation, ensuring that any permanent structures are constructed in accordance with any applicable School District regulations, building codes, and state, county, and/or city laws and regulations.
- (3) No Authority to Bind: The Parties are independent organizations, and neither Party has any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of the other. Nothing in this MOU shall be construed as creating a partnership or a relationship of principal and agent between the Parties.
- (4) Non-Assignment: Neither Party may assign, delegate, or otherwise transfer any of its rights or obligations under this MOU without the prior written consent of the other Party.
- (5) No Third-Party Beneficiaries: This MOU is for the sole benefit of the Parties and their respective assigns, and nothing contained in this MOU, express or implied, is intended to give any other party or entity any legal or equitable right, benefit, or remedy of any nature.
- (6) Amendments: This MOU, including all schedules and exhibits attached hereto, represents the full and complete agreement between the Parties, and supersedes any previous oral or written agreement or representation, whether express or implied. Any modification to this MOU must be made in writing and signed by both Parties.
- (7) Costs: Except as otherwise set forth in this MOU, each Party is responsible for its own costs and expenses with regard to performance of the responsibilities in this MOU.
- (8) Limitation of Liability: Neither Party shall be responsible for damages arising out of, relating to, and/or in connection with any negligent acts or omissions of the other Party. School's liability is limited under NRS chapter 41 and other law. Green Our Planet is not responsible for any damage and/or injury caused by a leak or flow of water out of the hydroponic systems.
- (9) Indemnification: Each Party (as an "Indemnifying Party") agrees to indemnify the other Party, their directors, officers, employees, agents, representatives, successors and permitted assigns against any losses, liabilities, claims, causes of action, costs, and expenses arising directly, indirectly, or resulting from the Indemnifying Party's actions or failure to act relating only to the performance of Services and responsibilities provided in this MOU. To the extent applicable, School's liability under this section shall be limited pursuant to NRS 41.035.

(10) Dispute Resolution: In the event a conflict arises related to this MOU, the Parties agree to attempt resolution of such conflict first through informal communication, then mandatory mediation, before engaging in litigation.

(11) Notice: Any notice required or permitted under this MOU shall be given from one Party to the other Party in writing. Notice will be effective only upon delivery, either by certified mail, email, or in-person delivery, to the other Party at the address listed below.

AGREED TO AND ACCEPTED:

Paintbrush Elementary School and Green Our Planet indicate agreement with this MOU by their signatures below.

Paintbrush Elementary School

Signature: Anne Ochs per Dennis Holmes 8-5-22

Printed Name: Anne Ochs

Title: CCSD Board Chairperson

Date: 8/5/2022

Email: dholmes@ccsd.k12.wy.us

Address: 1000 West 8th Street Gillette, WY

Green Our Planet

Signature: Jacob Ginn

Printed Name: Jacob Ginn

Title: School Hydroponics Program Coordinator

Date: 8/29/2022

Email: jacob.ginn@greenourplant.org

Address: 8020 S Rainbow Blvd., Ste. 100-620, Las Vegas, NV 89139

SCHEDULE A SERVICES

I. Description of Services

1. School Responsibilities:

- (a) School agrees to choose at least two staff members (teachers or administrators) to serve as Hydroponic Co-Leaders for the Hydroponic Program at School, and one teacher per grade level to serve as the School Hydroponics Team. Other staff may also be part of the hydroponics team. The School Hydroponics Team will meet once a month to review program implementation and plan hydroponics-related activities.
- (b) School will provide Green Our Planet with contact information for all selected Co-Leaders, School Hydroponics Team members, and others who wish to participate in training and reporting.
- (c) Hydroponics Team will attend a half-hour orientation meeting at the beginning of the school year to discuss the responsibilities of their position. Team will help disseminate best practices throughout the school.
- (d) School agrees to show Green Our Planet's School Hydroponics 30-minute program presentation at one of its staff meetings by October 15, 2022.
- (e) In order for Green Our Planet to provide the best possible support during the first year of implementation, Co-Leaders will keep Green Our Planet informed on the progress of the Hydroponic Program by completing quarterly reports/updates. **Green Our Planet reserves the right to use such photographs for promotional purposes.**
- (f) Hydroponic co-leaders, team members and school teaching staff will complete up to 4 surveys throughout the school year. These surveys are designed to give Green Our Planet important information regarding the teachers' experiences with the program, gauge student success and improve the program throughout the year.
- (g) School's Hydroponic Team will attend the three 1-hour scheduled Teacher Workshops for their designated cohort, and will make the recorded session available to other staff.
- (h) Co-Leaders will keep Green Our Planet informed about events such as harvest parties, tastings, chef-to-school events, or farmers markets related to the Hydroponic Program.
- (i) School will make sure that all teachers on campus have access to Hydroponic Program training materials and Green Our Planet's K-5 STEM Hydroponic Curriculum by creating a shareable Google or similar folder that is shared with all staff.

- (j) In order to fulfill best practices recommendations, School will work toward the goal of teachers using the Green Our Planet Hydroponic Curriculum and hydroponics systems to teach STEM subjects once a week.
- (k) School will develop a strategy that allows interested teachers and students to participate in the operation and maintenance of the Hydroponics Systems.
- (l) School will be responsible for replenishing supplies, such as seed sprouting cubes and fertilizer, once the materials provided in the initial Green Our Planet Hydroponic Maintenance package have run out. It is estimated that schools will spend approximately \$150-200 per year on consumables. Green Our Planet will provide the school with a document that has links to where these supplies can be purchased.

1. Green Our Planet Responsibilities:

- (a) Green Our Planet will order the hydroponics systems and initial maintenance supplies, and will coordinate with School regarding their delivery. Green Our Planet will order and deliver 1 commercial grade hydroponics unit and 19, 12-pod Deep Water Culture hydroponic systems for grades K-5. Schools may determine how they wish to distribute these to classrooms, but Green Our Planet recommends that as many classrooms as possible receive access to hydroponic units.
- (b) Green Our Planet will provide a Hydroponic Maintenance Package that includes a seed germination kit, seed sprouting plugs, pH kit, TDS meter, hydroponic fertilizer, seeds and additional materials required to successfully grow produce in the Hydroponic Systems.
- (c) Green Our Planet will provide 3 online workshops for the School Hydroponics Team, other interested teachers/staff, community members and/or students. These workshops will be scheduled at times designated by Green Our Planet. These workshops are designed to familiarize users with the systems and how to run them efficiently.
- (d) Green Our Planet will provide support to School when assembling the Hydroponic Systems via Tutorial Videos that Green Our Planet has created as well as email/phone/video chat contacts.
- (e) Green Our Planet will provide School with a copy of Green Our Planet's Hydroponics Manual and other supporting documents.
- (f) Green Our Planet will give school access to its online Virtual Academy, which includes K-5 STEM hydroponics lessons and a Hydroponic tutorial video series, as well as health/nutrition and outdoor garden lessons.
- (g) Green Our Planet will provide the School with Green Our Planet's K-5 STEM Hydroponic Curriculum and any other available supporting materials for the Hydroponic Program.
- (h) School will have access to a Green Our Planet hydroponics expert to assist School with any additional troubleshooting, planning, or program support related to the Hydroponic Program by email, phone, or video chat for one year.