

Memorandum of Understanding  
Between  
The United States Department of Agriculture (USDA)  
Rural Development (RD)  
And  
Community College Alliance for Agriculture Advancement (Alliance/C2A3)  
**USDA – RD and Alliance Agriculture Education Elevation and Support**

**PART 1 – GENERAL:**

The U.S. Department of Agriculture – Rural Development (“USDA - RD”) and the Community College Alliance for Agriculture Advancement (“Alliance”), hereinafter individually a “Party”, and together the “Parties”, are committed to improving program effectiveness, ensuring sustainable rural communities through community and economic development, including agriculture production, and promoting access to and participation in quality agriculture education through enhanced collaboration and coordination in areas of mutual interest.

USDA-RD partners with a diversity of organizations to carry out its mission of helping improve the economy and quality of life in rural America. Strengthening and expanding such partnerships has the potential to accelerate sustainable and vibrant community and economic development through increased knowledge of, access to and use of Rural Development programs. The member institutions of the Community College Alliance for Agriculture Advancement (C2A3 or "Alliance") are all dedicated to the education and success of their students, many of which participate in agricultural programs.

Rural Development primarily operates in rural communities, a substantial number of which rely on agriculture as a substantial contributor to and support for community vitality. The U.S., as a whole, benefits greatly from agricultural and energy outputs that rural America provides, yet not enough is done to keep these sectors of America strong. Moreover, the connection between agriculture output and productivity and overall rural community and economic growth is well-documented. Developing opportunities to strengthen agriculture spurs new economic growth, fosters innovation, and connects rural America with its urban and global economies.

**PART 2 – PURPOSE:**

The purpose of this memorandum of understanding (“MOU) is to work toward accomplishment of the shared goal of ensuring quality education and training of field practitioners to enhance local and regional capacity to promote, generate and/or continue community and economic development efforts in rural communities. The Parties recognize that opportunities for advancing this goal may be significantly enhanced through their collaboration.

To accomplish this purpose, this MOU establishes a collaborative framework for cooperative activities and exchange of information and resources intended to equip educators and practitioners with knowledge of Rural Development initiatives and programs for connecting

agriculture production to community and economic development efforts aimed at building sustainable and strong rural communities. The following activities will occur to coordinate and identify opportunities for mutual benefit and improvement:

USDA – RD agrees to:

1. Provide guest lectures and demonstrations by RD representatives to students at member institutions on a schedule mutually agreed upon by RD and the corresponding community college.
2. Provide access to the publicly available data, information and resources for webinars on RD initiatives and programs, community and economic development practice and theory and other related topics.
3. Connect member institutions to their respective state and local RD offices for additional partnership opportunities.
4. Facilitate the development of a collaborative framework for cooperative activities and exchange of information and resources intended to equip educators and practitioners with knowledge of Rural Development initiatives and programs for connecting agriculture production to community and economic development efforts aimed at building sustainable and strong rural communities through:
  - A. Expansion of awareness of Rural Development programs at the community colleges with specific focus on what programs and resources are available to assist the community colleges and what community college resources might be available to assist prospective applicants in communities in which the institutions are located,
  - B. Community and economic development capacity building through the introduction of community and economic development practices and theories, rural workforce availability and expansion,
  - C. Introduction to the Placemaking 101 Planning Toolkit, and
  - D. Encouraging participation in the Rural Workforce Innovation Network (RWIN).
5. Explore opportunities for RD to support student learning and leadership development, including but not limited to student internships, job shadowing and networking; student participation at USDA events; hosting student activities, demonstrations and poster sessions; and encouraging student leaders to engage in their rural communities through entrepreneurship, innovation and providing of technical expertise and service. Activities may include:
  - A. Programming to identify and foster emerging leaders in the field of community and economic development through rural community colleges;
  - B. Contributing to community and economic development curriculum as well as leadership development curriculum at community colleges.
  - C. Promoting internship, mentoring and Pathways opportunities for community college students with possible connections to, interactions with and/or participation in USDA Secretary, Ag Outlook Forum, Agriculture Committee Briefings, USDA, National Rural Water Association (NRWA), National Rural Electric Cooperative Association

- (NRECA), National Telephone Cooperative Association (NTCA), Association of Cooperative Educators, National Institute of Food and Agriculture (NIFA), USDA Office of Partnerships and Public Engagement (OPPE), the Office of Tribal Relations (OTR), Rural Partnerships Network (RPN), state utilities associations, local economic development authorities and community and economic development organizations such as councils of government and regional planning commissions.
- D. Connecting college and university entrepreneurship association and organizations such as the University Economic Development Association (UEDA) and National Association for Community College Entrepreneurship (NACCE),
  - E. Creating hands-on experiences for member institutions' students to learn about place-based technical assistance and equity initiatives, including the Rural Partnership Network (RPN) and CORE, from state staff who perform outreach and/or provide technical assistance to distressed and/or disadvantaged communities,

6. Help identify additional relationships and leveraging of resources within the different mission areas of USDA.

7. Participate in at least one meeting annually to evaluate the activities under the MOU and look for additional ways to collaborate

The ALLIANCE and its member institutions agree to:

1. Incorporate the topics related to community and economic development practice and theories with production agriculture within their educational and training curricula.
2. Develop new programs of study, curriculum and training programs where appropriate.
3. Utilize USDA partners, including state and local RD staff, to incorporate applied research and demonstration activities to provide students and current producers with hands-on learning that demonstrates the community and economic benefits of agriculture as well as the effect of place-based development initiatives in rural communities on local agricultural economies.
4. Implement goals and objectives as outlined in the cooperative agreement and in any other state or local agreements with RD.
5. Provide opportunities, with RD and USDA partners involvement where possible, for students to gain leadership skills to better engage with and support their rural communities.
6. Host an annual meeting in which all partners in this agreement can evaluate the partnership and working relationship for effectiveness and growth potential.
7. Provide different methods of communications, professional development and networking opportunities for faculty and staff of member institutions.

### PART 3 – AUTHORITIES:

Nothing herein is intended to alter the respective rights and responsibilities of the Parties under their respective statutory authorities. USDA enters into this agreement under the authority of 7 U.S.C. 2204b. This MOU, and any amendments thereto, shall be subject to the applicable

policies, rules, regulations, and statutes under which the Parties are bound, and does not nullify or negate any existing understandings or agreements between the Parties, or between the Parties or either Party and any third party.

Each Party agrees that it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other Party and the results thereof. The Alliance agrees that it assumes all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, under this MOU; and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself, or its own agents or its own employees, while occupying or visiting the projects under and pursuant to this MOU. The Federal Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671 *et seq.*).

#### PART 4 – STATEMENT OF NO FINANCIAL OBLIGATION:

Execution of this MOU does not constitute a financial obligation on the part of either Party. Each Party and its respective agencies and offices will handle its own activities and utilize its own resources, including the expenditure of its own funds, in pursuing these objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

This MOU is neither a fiscal nor funds obligating document. Any endeavor by a Party that involves the reimbursement, contribution of funds, or transfer of anything of value between the Parties will be handled in accordance with all applicable laws, regulations, and procedures. Such endeavors shall be outlined in separate agreements, shall be made in writing by representatives of all parties involved, and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of any such agreements and expenditure of funds in support of this MOU must comply with all applicable statutes, regulations, policies, and procedures, including (for federal agencies) the Anti-Deficiency Act (31 U.S.C. § 1341).

#### PART 5 – LIMITATIONS OF COMMITMENT:

The performance of this MOU and any continuation thereof may be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with the terms and in the manner prescribed by the applicable statutory and regulatory requirements; Nothing in this MOU shall obligate either Party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of either Party will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

#### PART 6 – CONGRESSIONAL RESTRICTION:

Subject to 41 U.S.C. § 22, no member of, or delegate to, Congress shall be admitted to any share or part of this MOU or to any benefit to arise thereupon.

#### PART 7 – PUBLICITY:

The Parties will coordinate all public statements and other disclosures regarding this MOU and shall not enter into any publicity regarding this MOU unless the form, timing, and contents of any such publicity, announcement, or disclosure have been agreed to in advance.

#### PART 8 – CONFIDENTIALITY:

The Parties shall avoid the sharing of confidential information. To the extent the objectives of this MOU are impossible to meet without such sharing, the Parties shall enter into a separate confidentiality agreement.

#### PART 9 – NON-EXCLUSIVITY AND NON-ENDORSEMENT:

This MOU in no way restricts either of the Parties from participating in similar activities or entering into similar agreements with other public or private agencies, organizations or individuals. Nor shall this MOU be interpreted to imply that either Party endorses any product, service, or policy of the other.

This MOU does not restrict the addition of other colleges or partners to this consortium and does not preclude the addition of other activities deemed appropriate by its membership.

#### PART 10 – SEVERABILITY:

Nothing in this agreement is intended to conflict with current law(s), regulation(s), or the directives of either USDA or the Alliance. If any provision in this MOU is found to be inconsistent with existing authority, then that provision shall be reviewed and modified or annulled as agreed to by the Parties in writing; however, the remaining provisions of this MOU shall remain in full force and effect.

#### PART 11 – NO THIRD-PARTY RIGHTS:

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

#### PART 12 – EFFECTIVE DATE, DURATION, AND TERMINATION:

This MOU shall become effective upon the date of final signature and shall remain in effect for 5 years therefrom, unless otherwise modified. This MOU may be extended or amended upon written request of either USDA-RD or the Alliance and the subsequent written concurrence of the other Party. Either Party may terminate this MOU at any time by 60-day written notice to the other Party. The provisions of this MOU shall be reviewed annually.

Signed the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_.  
City, State

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Roger Glendenning, Acting Under Secretary  
United States Department of Agriculture

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Dr. Tracy Kruse, Executive Director  
Community College Alliance for  
Agriculture Advancement

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Jacqueline Ponti-Lazaruk, Chief Innovation Officer  
United States Department of Agriculture