

Memorandum of Understanding

Foundation 501c25

This Memorandum of Understanding is entered into as of the beginning date set forth below by and between the University of Kentucky, College of Agriculture, Food, and Environment, Cooperative Extension (hereafter referred to as “Extension”) and _____, an entity exempt from Federal Income Tax under section 501(c)25 of the Internal Revenue Service tax code (hereafter referred to as the “Entity”).

The mission of Extension is to make a difference in the lives of Kentucky citizens through research-based education. Extension takes the university to the people in their local communities, addressing issues of importance to all Kentuckians. Extension is the most comprehensive outreach and engagement program at the University of Kentucky.

This Memorandum of Understanding establishes the guidelines for collaboration between Extension and the Entity.

Agreement:

Extension and the Entity hereby mutually agree to work toward the following goals:

1. Develop and promote educational opportunities that support the educational mission of the Kentucky Cooperative Extension in the county.
2. Support volunteers and clientele as partners in planning, implementing, and evaluating programs within the county.
3. Provide leadership to and support of policies and guidelines of the county Extension program.
4. Align goals, programs, and resources with local needs and priorities.

Extension through the _____ County Extension Program agrees to:

1. Provide regular communications with clientele/volunteers/leadership through conversations, correspondence, newsletters, and training.
2. Seek input from and representatives of the groups to serve on planning committees and foster relationships and communications.
3. Provide training and support regarding program and fiscal accountability.

4. Provide financial oversight through the appropriate Extension agent.
5. Maintain an electronic or paper file in the County Extension Office which contains the Entity's letter of determination by the IRS, this MOU, and annual financial reports (budget, annual financial report, and audit). An electronic copy of the IRS's letter of determination and this MOU will be maintained in the office of the University of Kentucky Director of Extension.
6. Provide liability coverage when activities are conducted within the knowledge of the appropriate Extension agent.

The Entity agrees to:

1. Develop positive relationships and communications between the Extension agent(s) and Extension leadership.
2. Provide an opportunity for the Extension Agent, as the representative of Extension, to serve as an advisor, attend all meetings, communicate program requirements specified by Extension, and develop/implement plans with the _____ for an educational facility that meets local needs.
3. Expend all funds collected/borrowed to support the construction of an Extension building. Funds raised in support of Extension belong to Extension and not an individual or group of individuals.
4. Adhere to University of Kentucky money handling and financial procedures as specified in "Financial Guidelines for County CES Volunteer Groups" which are not limited to, but include:
 - a. Secure an employer identification number and maintain a bank account.
 - b. Maintain electronic recordkeeping, using standardized categories.
 - c. Submit copies of the IRS Letter of determination of 501(c)(25) status as specified.
 - d. Prepare a budget which shows how funds will be spent throughout the year.
 - e. Conduct an annual audit.
 - f. Submit the appropriate IRS form to the IRS by the deadline. Send a copy of the tax form to the county program council, Extension District Board, appropriate contact agent, and County Extension Office.
 - g. Should this Entity become inactive or cease to exist, turn over assets such as cash and tangible property to the appropriate Extension Contact agent who has the obligation and authority to ensure appropriate disposition according to Extension guidelines.
 - h. Provide on-going and annual reports about its finances to the County Extension Council and Extension District Board which have oversight responsibilities for this Entity. Give additional copies to the Extension contact agent and Extension office.
 - i. Submit copies of the IRS determination letter with the signed Memorandum of Understanding to the University of Kentucky Cooperative Extension Director, appropriate assistant director, area extension director, and the county Extension office.
 - j. Store financial records permanently at the County Extension Office.

5. The Entity will be responsible for filing, reporting and adhering to all IRS regulations.
 - a. Provide on-going and annual reports about its program efforts and finances to the county council(s) which has oversight responsibilities for this Entity. Give an additional copy to the program’s Extension agent to be placed in the county office files.
 - b. Store financial records permanently at the County Extension Office.

Duration

This MOU will begin _____ and remain in effect until terminated in writing by any authorized official of the University of Kentucky, College of Agriculture, Food and Environment, Cooperative Extension, the Entity or both parties. Any written notification of termination must be sent by certified mail and termination will become effective three days following receipt of the written notice. This MOU may be amended or modified only in writing and signed by the parties.

Signed,

Officer Title	Date
Director of Extension	Date

*Sign & return original to the Director of Extension.
 Send a copy of the signed form to the appropriate Assistant Director of Extension for program
 Send a copy of the signed form to the Regional Extension Office.
 Send a copy of the signed form to the Area Extension Director.
 Keep a copy of this signed form in the County Extension Office central files.*

November 2022

