



Memorandum of Understanding (MOU)

This Agreement is dated October 5, 2013 and is between the Society for Ecological Restoration, Inc., a nonprofit corporation organized under the laws of Wisconsin ("SER") and the Large-scale Ecosystem Restoration Section ("LERS"), a dependent, subsidiary group of SER members with a common interest. The parties agree as follows:

1. Preamble.

- A.** Sections are subsidiary interest groups that sit within the SER corporate framework. Sections are not independent of SER's board or management.
- B.** By forming a Section, groups of SER members with a common topical professional interest (or of a similar discipline) within the field of ecological restoration can organize, network, and address their specific professional needs and goals.
- C.** Sections are organized and led by a Section Board of Directors.
- D.** The purpose of this Agreement is to establish a standard framework of cooperation between SER and a Section for mutual benefit and to empower sections to thrive so that they can enrich SER's professional community and help SER achieve its mission of promoting the science and practice of ecological restoration.

2. Recognition. SER hereby recognizes the Section as a section of SER focused on the following topic, interest area, or discipline: Large-scale Ecosystem Restoration Section (LERS)

3. Section Administration. The Section Board of Directors agrees to conduct its affairs in a manner that is consistent with the mission of SER and SER's Articles of Incorporation, Bylaws, Trademark Use Policy, and other policies and procedures. SER may amend these documents from time to time, and updated information will be made available through the SER website.

4. Membership.

- A. Members.** All members of a Section must be members in good standing of SER.
- B. Dues.** The Section will collect \$10 per year per individual. Dues may hereafter be amended as described in the Bylaws of the Section.

5. Term & Termination. This agreement will remain in effect for as long as the Section has a functional Section Board of Directors; provided, however, that should the Section breach any of its obligations under this Agreement, violate the SER Trademark Use Policy, take actions contrary to SER's mission or values, or cause any adverse effect upon SER as determined in the sole discretion of SER, SER may immediately terminate the Section and this Agreement. Upon termination for any reason, Section shall be dissolved in accordance with its Bylaws.

6. Authorities. The Section has no authority to accept any obligation on behalf of SER. Section representatives shall not assert or imply that they represent SER unless expressly authorized to do so by the SER board of directors. Sections may not fundraise for Section activities without an explicit written agreement on section fundraising activities with SER's board of directors.

7. Sole Agreement. This document contains the entire agreement between the Section Board of Directors concerning the subject matter of this Agreement. It supersedes all prior and contemporaneous oral and written understandings.

8. Amendment. No amendment of this Agreement will be valid unless in writing and signed by both parties.


9. Waiver. A party's waiver of a breach is not to be deemed a waiver of any subsequent breach of the same term or of any other term. No waiver will be valid unless in writing and signed by the waiving party.

10. Severability. If any provision of this Agreement is held to be invalid, the remaining provisions of this Agreement are not to be affected and will continue in effect. The invalid provision is to be deemed modified to the least degree necessary to remedy the invalidity.

11. Dispute Resolution. If a dispute arises, the parties shall make a good faith attempt to resolve the dispute through dialogue and negotiation for a period of sixty (60) calendar days prior to pursuing further legal action. The parties agree that the sole jurisdiction and venue for any litigation arising from or relating to this Agreement is the appropriate federal or state court located in the District of Columbia. This Agreement is governed exclusively by the laws of the District of Columbia, without reference to its choice of law doctrine.

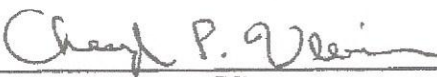
IN WITNESS WHEREOF, the parties are signing this Agreement as of the date stated in the introductory paragraph.

Society for Ecological Restoration, Inc.

By: 

Cara R. Nelson, PhD
Chair
Society for Ecological Restoration, Inc.

Large-Scale Ecosystem Restoration Section

By: 

Cheryl P. Ulrich, PE
President *pro tem*
Large-scale Ecosystem Restoration Section