

## COLLABORATION AGREEMENT

THIS AGREEMENT ("Agreement") is by and between Oregon State University and its Extension and Engagement Administration ("OSU" or "Extension Service") and the Oregon State University Extension Association ("OSUEA" or "Association"), OSU and OSUEA hereafter may each be referred to as a "Party," and collectively as the "Parties."

WHEREAS, the mission of the Association is to unite and represent OSU Extension and Engagement professionals as the premier educators of Oregon adult and youth learners who comprise the diverse communities of our state. The Association will provide its members with professional development and leadership opportunities, peer recognition, and opportunities for strengthening relationships among its members across disciplines;

WHEREAS, OSU partners with the Association to host an OSU Extension and Engagement Annual Conference ("Conference") as a platform for honoring those who have made significant contributions to Extension, to provide professional development and leadership opportunities to Extension's faculty and staff, and to provide a platform for innovation, networking, sharing, access and inclusion, program advancement, training of best practices (finance, HR/safety), and collaboration;

NOW, THEREFORE, in consideration of the terms and conditions listed in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. SHARED RESPONSIBILITIES:** OSU and the Association shall jointly share the following responsibilities:
  - 1.1. Serve as—or appoint specific members to serve as—an annual conference advisory committee to meet, discuss, and consult as needed on conference programming and logistics.
    - 1.1.1.OSUEA to select their representatives; Extension & Engagement Administration to select their representative.
  - 1.2. Solicit (OSUEA to use membership list; OSU Extension to use statewide list) and appoint committee members to peer review all RFP proposals submitted for consideration, including all submitted professional development and either:
    - 1.2.1.Review all internal keynote submissions, select speakers, or
    - 1.2.2.Choose external keynote speaker(s).
  - 1.3. Review all invited/program, peer-reviewed, and poster session submissions to select presenters/speakers.
    - 1.3.1.Communicate with all poster presenters, informational tablers, and arrange for tables/easels/other support at the conference venue.
  - 1.4. Collaborate on selection faculty and staff appreciation gift.

- 1.5. Review the conference schedule for accuracy and user-test the registration site before the registration process begins.
- 1.6. Develop and implement a marketing and communication plan and campaign for the conference. Advertise and promote participation in the conference, including encouraging both RFP submissions and attendance, as well as supplementary activities and solicitations such as the OSUEA social, OSUEA awards nominations, call for auction items, etc.
- 1.7. At the first OSUEA board meeting of the following year (January or February), hold a post-conference discussion to review conference evaluations and feedback to begin planning for the next conference. This meeting will include the past and current Association President, Extension & Engagement Administration appointed representative, advisory committee, and support staff. Use feedback data to determine if the conference layout and overall design meets the needs of all Extension faculty and staff. The survey results will be made available to the conference planning committee, the OSUEA Board, and OSU Extension and Engagement Administration. If necessary, make changes to the format/structure/content/timing of the conference to respond to the feedback data collected after the event.

## **2. OSU RESPONSIBILITIES:**

- 2.1 Select the conference date(s) in January based on evaluation feedback.
- 2.2 Collaboratively develop a conference program with sessions that includes professional development presentations, trainings, and program and working group meeting opportunities that are submitted through a request for proposal (RFP) process.
- 2.3 Select a conference theme and/or concept, program and/or audience tracks, specific session topics that the Association and OSU identify as relevant and necessary. The OSU Extension & Engagement Administration will align conference programming to OSU's strategic goals and the values of the Extension Service (diversity, partnerships, community-based, accountability, credibility, and responsiveness) with the ultimate priority of advancing the work of the institution and the OSU Extension Service. This will rely on OSU, OSUEA, and—in particular—the advisory committee.)
- 2.4 Confirm conference venue at least one year in advance. Events can include, but are not limited to: concurrent conference sessions; OSU Extension leadership update; keynote speaker(s) session(s); OSUEA Affiliate meetings; OSUEA business meeting; OSU Extension program meeting sessions; the OSUEA Awards Breakfast; and the Cooperator/4-H Hall of Fame/ESP Friends of Extension Awards Banquet.
- 2.5 Broadly communicate the process for RFP submission and selection that encourages faculty and staff to participate. Release RFP five months before the conference date, with selection no later than two months prior to the conference.
- 2.6 Review conference topics and programming to confirm the event responds to training needs for faculty and staff (providing necessary knowledge, information, tools, resources, and professional development), AND inspires and engages Extension faculty and staff to innovate with

consideration of our values (community-based, diversity, accountability, credibility, partnerships, responsiveness).

2.6.1 Curate invited sessions and/or external speakers to fill needs and knowledge gaps.

Map out selected sessions (date and time) and develop a conference schedule that outlines the scope for each day. Plan and manage any special sessions, including leadership update, keynotes, outside curriculum, etc.

2.6.2 Map out sessions based on numbers and assign each session a room. Serve as point of contact with the conference venue for the purpose of individual room arrangements, set up, A/V and other session needs. Confirm with each speaker session details, including numbers, room assignment, and set-up needs.

2.6.3 Notify, prep, and keep in contact with speakers. This includes curating speaker presentation templates.

2.7 Confirm travel, contract, payment, and hotel arrangements for the keynote speaker(s). Complete speaker training, run-through/practice session(s) and other preparations, if necessary.

2.8 Create detailed conference agenda/program with details for each session/activity and tangential information (keynote bios, maps, etc.). Design and print daily conference schedules to be displayed during the conference, including large daily posters and door signs. If applicable, print maps for conference tours to be available at the conference check in/information desk.

2.8.1 Design and print programs and agenda for the entire conference, including the OSUEA Awards Breakfast and Cooperator/4-H Hall of Fame/ESP Friends of Extension Awards Banquet.

2.8.2 Extension & Engagement Administration reserves the right to make edit to the conference agenda to fit within university guidance, formatting, and editorial adjustments.

2.9 Make catering arrangements for the events at the conference venue, including all meals, the reception, the faculty and staff awards breakfast, and the Cooperator/4-H Hall of Fame/ESP Friends of Extension Awards Banquet, following OSU policies (with bar and alcohol registration).

2.10 Create registration site, test site, broadly communicate that registration is open, and manage registrations. When/if using event application in conjunction with a registration site, curate and build event application.

2.11 Communicate registration numbers with OSUEA for the BBQ/social, Cooperator/4-H Hall of Fame/ESP Friends of Extension Awards Banquet, and the faculty and staff awards breakfast.

2.12 Update the conference website with: conference dates, location, schedule, keynote information, RFP information, registration link, images, etc.

2.13 Arrange for photographer for headshots and conference award ceremonies.

- 2.14 Arrange for media services or other tech video recording or livestreamed sessions.
- 2.15 Arrange hotel room block contract for Cooperator/4-H Hall of Fame/ESP Friends of Extension Awards Banquet. Coordinate with Cooperator/4-H Hall of Fame/ESP Friends of Extension to confirm guest information, finalize catering, curate seating chart, print name tags, and other logistics for the banquet. If needed, arrange large-scale hotel block contract for conference attendees.
- 2.16 Facilitate the involvement of appropriate other groups/individuals in the Faculty and Staff breakfast awards (e.g. Marketing Awards, Ask Extension, etc.). This includes curation of slides and combining slides with OSUEA's (3.9.3).
- 2.17 Manage all event logistics, trouble-shooting issues, managing registrations, assisting with room set up and shifts. Arranging for event volunteers if needed. Create a conference evaluation survey and compile results.

### **3 ASSOCIATION RESPONSIBILITIES:**

- 3.1 Ensure monthly association meetings include an opportunity to discuss the Annual Conference.
- 3.2 Provide OSU Extension and Engagement Administration and their appointee a platform to express thoughts to the Association on potential future conference changes in regards to the strategic guiding goals set forth by the university, our office of access, compliance, and inclusion innovation, and the needs of the statewide communities that Extension serves.
- 3.3 Provide input on what programming is needed for the various audience and program tracks.
- 3.4 Support general communications (RFP, registrations, etc.) by sending to additional lists, OSUEA membership, etc., as well as putting out 'calls for help' to OSUEA membership as needed.
- 3.5 Organize and implement any fundraising efforts (e.g. auction, raffle, etc.) of the Association.
  - 3.5.1 Communicate details to Extension & Engagement Administration appointed representative for agenda, registration site, etc.
- 3.6 Organize and implement any networking dinner, social, BBQ, etc. of the Association, including, but not limited to: renting the facilities, obtaining insurance for the event, obtaining any and all licenses (e.g. food handler, alcohol, etc.), arranging for catering, sending out communications, etc.
  - 3.6.1 Communicate details to Extension & Engagement Administration appointed representative for agenda, registration site, etc.
- 3.7 Update and manage the OSUEA Conference website with awards submission details, social details, etc.

- 3.8 Manage the solicitation of nominations, website, communications, review, selection, and recognition of recipients of the Cooperator/4-H Hall of Fame/Friends of Extension Awards. Facilitate the involvement of appropriate groups/individuals in this awards program (ESP, State 4-H Program, etc.).
  - 3.8.1 Manage communication with counties/nominators and communicate the awardees' information (guest names, hotel needs, meal preference, accommodation needs, county, nominators, dietary restrictions, award title, photos, etc.) to Extension & Engagement Administration appointed representative at least three weeks in advance of conference.
  - 3.8.2 Work with committee chairs to curate very well-timed script based on the allotted time. Dinner must be limited to 1.5 hours max including dinner being served, awards presentations, pictures, etc. Notwithstanding unforeseen circumstances which cause delay.
  - 3.8.3 Order awards/certificates for awardees and curate photo slide show as necessary for award presentations..
- 3.9 Manage the solicitation of nominations, website, communications, review, selection, and recognition of recipients of the OSUEA Faculty and Staff Breakfast Awards.
  - 3.9.1 Communicate with the Hoecker family and guests. Provide guest information to Extension & Engagement Administration appointed representative.
  - 3.9.2 Communicate numbers of awardees/guests, dietary restrictions, awardee name, and award being received, to Extension & Engagement Administration appointed representative at least two weeks in advance.
  - 3.9.3 Provide slide deck with all OSUEA, ESP, and Search for Excellence slides/photos to Extension & Engagement Administration appointed representative one week prior to the conference.
  - 3.9.4 Work with committee chairs to curate very well-timed script. Breakfast must be limited to 1 hour.
  - 3.9.5 Order awards/certificates for awardees.

#### **4 FINANCIAL RESPONSIBILITIES:**

##### **4.1 OSU:**

- 4.1.1 Set the budget for the annual conference, and communicate budget limits to the Association. The budget includes but is not limited to; covering the costs of all catering services for non OSUEA events, renting the conference venue, and needed facilities, audio-visual which can include recording and/or livestreaming, keynote speaker(s), and

tangible items (e.g. faculty and staff appreciation gifts, outside curriculum, entertainment, photography, etc.).

- 4.1.2 Set the Conference attendance fee. This fee does not cover conference events such as the Cooperator/4-H Hall of Fame/ESP Friends of Extension Awards Banquet, OSUEA Breakfast awards, or social events under Section 3, all of which incur an additional fee.
- 4.1.3 Collect all conference fees paid via OSU's online registration site. Prepare and send internal billing documents to appropriate university unit for processing post-event. Prepare internal billing to appropriate university unit for processing of OSUEA-specific event fees into OSUEA's OSU index.
- 4.1.4 Create the numbers/budget breakdown within one month after conference.
- 4.1.5 Reconcile association agency fund to ensure all association fees have been collected and all expenses have been posted for the Cooperator/4-H Hall of Fame/ESP Friends of Extension Awards Banquet, OSUEA Breakfast Awards, and Social event/BBQ's'. If funds are owed to OSUEA work with Extension & Engagement Executive Director of Fiscal Operations to return funds to OSUEA to bring the account to zero. If funds are owed to OSU coordinate with OSUEA treasurer to collect funds needed to bring the account to zero..

#### 4.2 ASSOCIATION:

- 4.2.1 Collect all on-site cash registration fees for social/fundraising events not held at the conference venue.
- 4.2.2 Be financially responsible for all social/fundraising events not held at the conference venue.
- 4.2.3 Be financially responsible for all Cooperator Awardees' [and guests'] meals and hotels, as well as awards programs charges can be billed directly to the OSUEA OSU index. Invoice/collect from nominees/counties for applicable portion of costs revenue can be collected directly to the OSUEA OSU index to simplify internal billings for counties. Catering and program printing costs will be direct billed to OSUEA's OSU index.
- 4.2.4 Be financially responsible for all Breakfast Awardees' (and guests') meals, as well as awards program. Catering and program printing costs will be direct billed to OSUEA's index.

Review the final numbers/budget breakdown with Extension & Engagement Administration appointed representative. See 4.1.5 for OSUEA OSU index financial accounting.

#### 5 GENERAL TERMS AND CONDITIONS:

- 5.1 Term. This Agreement is effective on the date it has been signed by all Parties and shall remain in effect until June 30, 2028.
- 5.2 Termination. This Agreement may be terminated by OSU or the Association immediately upon mutual written agreement or by either Party upon 90 days written notice to the other Party.

- 5.3 **Notice.** All notices between the parties must be given in writing to the address(es) indicated below and delivered either by hand delivery; commercial overnight delivery service such as Federal Express or United Parcel Service. Either Party may change its address for notices by written notice to the other. Notice is effective when received.

**For OSU:**

Extension Administration  
102 Ballard Extension Hall  
Corvallis, OR 97331

**with copy to:**

FSS Purchasing  
Oregon State University  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333

**For the Association:**

Current OSUEA President

- 5.4 **Financial Records.** OSU shall keep complete and accurate financial records using standard accounting procedures, for all records necessary to evaluate the computation and verifications of the amounts to be paid under this Agreement. Financial records shall be kept for a period of 3 years following the end of the accounting period to which the information pertains. OSU agrees to provide the Association access to the financial records at reasonable times and places for purposes of examination financial reports to the Association upon request. The cost of such request shall be borne by the requesting Party.
- 5.5 **Indemnification.** Each Party agrees to hold the other harmless, and to indemnify the other, its officers, agents and employees from liability, actions, claims, losses, or damages that may be asserted by person or entity arising from, during, or in connection with the performance of the work described in this Agreement, when such liability, action, claim, loss or damage results from the action of that Party in the course of this Agreement. OSU's obligations and liabilities under this Agreement are subject to the limitations and conditions of the Oregon Tort Claims Act; ORS 30.260 – 30.300.
- 5.6 **Governing Law.** This Agreement will be construed in accordance with the laws of the State of Oregon. Notwithstanding any language to the contrary, University will not submit itself to mediation, arbitration or any other form of alternative dispute resolution.
- 5.7 **Intended Beneficiaries.** OSU and the Association are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Agreement.
- 5.8 **Force Majeure.** Neither OSU nor the Association will be held responsible for delay or default caused by fire, flood, riot, strikes, epidemics, extreme or inclement weather, acts of God, civil unrest, terrorist acts, acts of political sabotage, war, air space closure, ground stop(s), or a U.S. Department of State Travel Warning, where such cause was beyond, respectively, OSU or the Association's reasonable control. Each party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this Agreement.

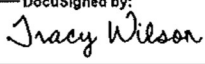
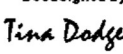


5.9 Non-Discrimination. OSU and the Association agrees that discrimination on the bases of race, color, religion, sex, sexual orientation, gender identity or expression, genetic information, national origin, age, marital status, disability, or veteran's status shall not exist in any activity or operation carried out in the performance of this Agreement.

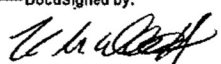
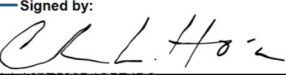
5.10 MERGER: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be signed by all parties and shall be effective only in the specific instance and for the specific purpose given.

The parties to this Agreement, by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

**OSU EXTENSION ASSOCIATION:**

<p>DocuSigned by:    <hr/> <small>C8FCE270FCE1400...</small>  Tracy Wilson  2025 OSUEA President</p>	<p>8/21/2025   11:42:37 PDT  <hr/> Date</p>
<p>DocuSigned by:    <hr/> <small>B6D37BED31F341C...</small>  Tina Dodge  2025 OSUEA President Elect</p>	<p>8/21/2025   12:48:00 PDT  <hr/> Date</p>

**OREGON STATE UNIVERSITY:**

<p>DocuSigned by:    <hr/> <small>777DFA0BCA24F0...</small>  Kris Elliott  Associate Director, OSU Extension</p>	<p>8/25/2025   09:29:53 PDT  <hr/> Date</p>
<p>Signed by:    <hr/> <small>A80E095D4CCE45C...</small>  <del>XXXX Contracts Officer</del>  <del>Contracts Services PCMM</del>  Carla L. Ho'a  Vice President for Finance and Administration   CFO</p>	<p>9/19/2025   15:03:31 PDT  <hr/> Date</p>