



Educational Partnership Program *Memorandum of Understanding*

This Memorandum of Understanding (the “MOU”) is between the Pennsylvania Cannabis Coalition (PCC) at P.O. Box 11501 Harrisburg, PA 17108, and the undersigned organization.

Upon signing of this MOU, the Organization will be welcomed into PCC’s Educational Partnership Program and the Parties will meet the mutual expectations and perform the voluntary obligations set forth below. For the sake of clarity, this MOU is non-binding, except as otherwise set forth below.

I. PURPOSE OF THE EDUCATIONAL PARTNERSHIP PROGRAM (EPP)

The purpose of the EPP is to facilitate formal cooperation between PCC and institutions of higher education and training to share resources for the mutual benefit of their respective goals. The EPP is intended to provide the means for the leaders and staff of PCC and its partners to learn from, work with, and support each other. The goal of the EPP is to develop closer relationships between PCC and Educational Partners to ensure workforce development matches the needs of the Commonwealth’s expanding cannabis economy.

II. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of PCC

The PCC agrees to perform the following obligations for the Educational Partner:

1. Curriculum Review: Offer complimentary review of cannabis related curriculum and coursework.
2. Instruction Support: PCC Membership emails and “advertisements” in PCC Newsletter soliciting instructors for cannabis courses as necessary.
3. Guest Lecture: Scheduling of PCC staff or leadership to participate in programming.
4. Program Advertising: PCC Membership emails and “advertisements” in PCC Newsletter announcing cannabis program enrollment opportunities.
5. Event & Meeting Participation: Inclusion in events and meetings as deemed appropriate by PCC Leadership.
6. Share Content: PCC may distribute articles, press releases, newsletters, white papers, or other documents that the Educational Partner is encouraged to disseminate, unless otherwise specified.
 - a. The Educational Partner agrees to credit PCC with any content PCC provides and must include a link back to PCC’s website. Content co-created by the Educational Partner and PCC is welcome and should be credited as such.

7. Public Recognition: PCC will maintain a page on its website with a directory listing of all Educational Partners including the partner's logo and a link to the web landing page of the partner's choosing.
8. The Educational Partner is encouraged to use the Educational Partner Logo to identify itself as a PCC Educational Partner.
9. Flexibility: Make changes to the Educational Partner Program based on feedback from participating partners, so that the EPP remains a benefit to its participants.
10. Additional Benefits: Additional benefits to the partner may be added as opportunities present themselves.

B. Responsibilities of the Educational Partner

The Partner agrees to perform the following obligations for PCC:

1. Coordination: Coordinate the development of new programming with PCC
2. Open Communications: Contact PCC staff with any issues or concerns about the direction of the Educational Partnership Program, the partner's relations with PCC, PCC in general or PCC's lobbying and advocacy efforts.
3. Share Content: Provide periodic content to PCC on topics the Educational Partner is covering for PCC to help educate its membership/contacts
 - a. PCC agrees to credit and backlink to the partner any content it disseminates.
4. Flexibility: Work with PCC to propose any changes to the Educational Partnership Program to make it the most beneficial to the participants.
5. No Agency Relationship: Understand that this MOU and the Educational Partnership does not make the Educational Partner an affiliate, chapter, or subsidiary of PCC, or create any other type of agency relationship with PCC.
 - a. PCC cannot officially endorse any program of the Educational Partner given its stated nonprofit purpose to focus on state lobbying and advocacy.

III. QUALIFICATIONS TO PARTICIPATE IN THE EPP

Participation in the EPP is open to all cannabis related higher education and training programs that meet the qualifications set forth herein. The partner represents that, as of the date of this MOU, it is duly qualified to participate in the EPP because it is either:

(Check the applicable box below)

A State Recognized Institution of Higher Education with:

1. Operating history of at least one year
2. Enrolled students
3. Institutionally approved cannabis curriculum

A State Recognized Workforce Training Program with:

1. Operating history of at least one year
2. Enrolled students
3. Institutionally approved cannabis curriculum

Educational Partners may be asked to present proof of the above qualifications.

Other

PCC reserves the right to use its discretion to admit Educational Partners that do not fully meet the above qualifications but can demonstrate the active pursuit of fulfilling said qualification.

IV. LIMITATIONS ON RELATIONSHIP

The Parties acknowledge and agree that Educational Partners are not affiliates, chapters, or subsidiaries of PCC, that the Parties are (and shall remain) independent organizations, and that the EPP does not create any type of agency relationship between the Parties. The Parties further acknowledge that the EPP exists to enhance the workforce development of the industry and create a vibrant community of cannabis educational programs that work independently and together to achieve that goal. As such, PCC does not officially endorse any curriculum of the educational partner, nor does PCC require the official endorsement of any of its policies in order to join the EPP.

V. TRADEMARKS AND AAP LOGO USAGE

Educational Partners are encouraged to use the EPP Logo to identify themselves as an Educational Partner, provided they observe the *PCC Logo Usage Guidelines* provided by PCC with the EPP Logo. Educational Partners are granted a personal, revocable, limited, non-exclusive, royalty-free, non-transferable license to use the EPP Logo. This license is granted for the limited purpose of allowing an organization to identify itself as an Educational Partner

The Educational Partner acknowledges and agrees that (a) PCC's EPP Logo is the sole and exclusive property of PCC, and (b) any uses which exceed the scope of that purpose constitute an unauthorized use of PCC's property.

VI. GOOD FAITH AND NON-DISPARAGEMENT

The Parties agree to participate in the EPP in good faith and agree to not disparage the other Party orally or in writing, in any public or private venue or medium, without first working with that Party to resolve any concerns arising from this MOU or the Parties' participation in the EPP.

VII. NO COST TO PARTICIPATE

Participation in the EPP is without cost to either Party, and each Party will bear its own expenses in meeting the expectations set forth in this MOU.

VIII. AMENDMENTS TO THIS AGREEMENT

This MOU may be amended from time to time by PCC in order to best reflect the administration of the EPP, the desires of the participating Educational Partners, and the needs of PCC. If the Parties fail to reach agreement on any requested amendments to the MOU, either Party may terminate this MOU.

IX. TERMINATION OF THIS MOU

The Parties agree that this MOU is not a legally binding agreement and will not seek legal recourse if either Party does not meet the expectations of the AAP. Instead, if either Party feels the other Party is not fulfilling expectations, the Parties will meet to discuss any concerns and attempt to resolve any issues. If the Parties fail to reach resolution, either Party may terminate this MOU in writing upon ten (10) days' notice.

Pennsylvania Cannabis Coalition

By: _____

On: _____

Educational Partner

By: _____

On: _____