

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
NATIONAL PEST MANAGEMENT ASSOCIATION (NPMA) AND THE
OREGON PEST CONTROL ASSOCIATION (OPCA)**

ARTICLE I

PURPOSE

The purpose of the NPMA Joint State Membership Program is to continue to build and enhance the profile of NPMA and its partner associations and their collective impact by aligning our resources to best represent the vast majority of the professional pest management industry in Oregon.

Through this program, both the national and partner associations will better serve the interests, objectives, and communication needs of their members as well as provide a more powerful national voice in promoting and protecting our industry.

ARTICLE II

BACKGROUND

In 1996, NPMA determined that the continued success and growth of our industry required a stronger relationship between the national and state associations. To that end, a joint membership program was created to provide an opportunity for state pest management associations to join with NPMA to enhance both our industry and the members we serve.

This program offers both NPMA and partner associations:

- Greater credibility in dealing with federal and state legislators, agencies, and administrators
- Greater recognition when operating among other national and international trade organizations
- Increased efficiency in building on past, present, and future initiatives to strengthen the pest management industry

ARTICLE III

OBLIGATIONS AND RESPONSIBILITIES OF THE STATE ASSOCIATION

In order to participate in the joint state program, OPCA must indicate to prospective pest management member companies [PMP] that are domiciled in Oregon that they will also be joining become a member of NPMA when they become a member of the state association. Without exception, NPMA membership must be made available to all joint state pest management company members domiciled in Oregon.

- During the joint state's renewal cycle, OPCA will send NPMA's membership department a monthly list of all new and renewed PMP members domiciled in the joint state along with a corresponding dues payment within 45 days of receiving renewal or application approval

- OPCA will follow either NPMA's dues renewal cycle (July 1 – June 30) or a calendar renewal cycle (January 1 – December 31)
- OPCA will provide new member information to NPMA within 7 days of approval for membership
- Provide an annual list of volunteer and paid representative(s) to NPMA's membership department
- Affirm the affiliation with NPMA through the display of the NPMA logo or other statements of affiliation on the joint state's stationery, website and publications
- Serve as a sounding board for new NPMA membership benefits programs
- Promote NPMA programs and events when opportunity arises

ARTICLE IV

ROLES AND RESPONSIBILITY OF NPMA

- Provide national leadership for the professional pest management industry
- Provide a national voice for the professional pest management industry
- Provide a national public policy program and leadership on state and regional public policy issues
- Provide coordination and promotion of pest management educational opportunities on a national and regional level
- Provide a liaison with other national and international pest management associations
- Provide for the distribution of significant information of new technology and innovations that support the furtherance of the pest management industry
- Provide assistance to the joint state in obtaining speakers and programs for conferences and workshops (*please note, NPMA staff will be available to speak at a joint state event every other year at NPMA's expense. Any additional travel requests and corresponding expenses are the responsibility of the state*)
- Coordinate licensing concerns of a national interest with joint states
- Promote the joint state association's activities and programs through the NPMA Website and publications
- Provide a state association leadership forum for all state association leaders twice a year during NPMA events (*please note, one state association representative will receive complimentary registration, provided he or she register for the event under the name of the association*)
- NPMA may provide additional services, to include access to a secure state association portal in NPMA's database, a state-specific Web site, printed marketing material, use of NPMA's learning management system, use of NPMA's legislative alert system, and the use of NPMA's community Web site for state association specific communities (*please note, corresponding fees may be assessed for these items*)

ARTICLE V

POINTS OF MUTUAL UNDERSTANDING

- The two parties are two distinct and separate entities that share a mutual interest in furthering the pest management industry
- NPMA will act as the clearinghouse and spokesperson for the joint states on national issues
- The joint state has the right to send a representative to all meetings of the Board of Directors, however NPMA is not responsible for the expenses associated with this attendance
- Joint state associations will participate in the annual NPMA Legislative Day and will schedule meetings with their Congressional delegation
- Any company not domiciled in Oregon may join OPCA as a state-only member.

ARTICLE VI

COMPENSATION DETAILS

- Pest management companies in joint state associations receive a reduced NPMA membership rate
- All costs incurred by the joint state association that are related to collecting and disbursing the annual dues to NPMA shall be borne solely by the joint state

ARTICLE VII

TERMS OF THE AGREEMENT

- This MOU will become effective upon the first day after the signing of this Agreement by two authorized officers of both parties.
- This MOU shall remain in force for three years, with the renewal date coinciding with the commencement of the new membership year, which begins three years from the execution of this MOU. Both parties shall review the MOU every three years: no less than 90 days prior to the renewal date.
- Either party, upon a two-thirds vote agreement by their governing Board, may terminate the agreement. Written notice of the termination must be delivered to the other party's listed headquarters within no less than ninety days prior to the commencement of a new membership year
- Upon receipt of a termination notice from either party, both parties will have a maximum of sixty days in which to complete all financial and legal obligations existing between them.
- Should a dispute arise between the parties as to the terms of this agreement and the two parties cannot reach an amicable settlement, both parties agree to submit the dispute to a dispute resolution procedure to be held within the state of the aggrieved party.

ARTICLE VIII

EFFECTIVE DATE AND SIGNATURES

NOW BE IT RESOLVED that the National Pest Management Association (NPMA) and the Oregon Pest Control Association (OPCA) have joined together with mutual

understanding as to their obligations and responsibilities, that each party will adhere to the MOU to the best of their ability and herewith sign this MOU in good faith.

SIGNED FOR THE NATIONAL PEST MANAGEMENT ASSOCIATION on this _____ day of _____, in the year of _____.

NPMA CEO

Printed Name of NPMA CEO

SIGNED FOR THE OREGON PEST CONTROL ASSOCIATION (OPCA) on this _____ day of _____, in the year of _____.

Authorized OPCA Representative

Printed Name of Authorized OPCA Representative