# VESTA NCE AFFILIATE AGREEMENT BETWEEN THE BOARD OF GOVERNORS FOR MISSOURI STATE UNIVERSITY AND XXXXX COLLEGE

This AGREEMENT is hereby made and entered into by and between XXXXXX COLLEGE hereinafter referred to as AFFILIATE and The Board of Governors for Missouri State University, and specifically the Viticulture and Enology Science and Technology Alliance National Center of Excellence (VESTA NCE), hereinafter referred to as UNIVERSITY.

## A. PURPOSE:

The Viticulture and Enology Science and Technology Alliance (VESTA), is a program designated as a National Center of Excellence (NCE) under the Advanced Technology Education Program of the National Science Foundation DUE# 1501974. UNIVERSITY is the lead institution for VESTA which has higher education institutional partners in 16 states.

The VESTA NCE has four goals:

- Provide educational training and learning experiences that will enable VESTA students, wine business entrepreneurs and industry members to demonstrate knowledge and skills in scientifically based practices and technologies that are essential for the US GWI to be globally competitive.
- Provide experiences that enable students to apply science, mathematical, enological and viticulture knowledge and concepts to resolve real-world challenges to operations of a vineyard and winery in a timely and effective manner.
- Provide a well-defined entry and advancement career paths based on nationally validated occupational competencies within the grape and wine industry.
- VESTA will provide a continuum of services for technical workforce development through knowledge acquisition in online sources, skill development in structured field practicums and apprenticeships.

The purpose of the Affiliate Program is to enable VESTA to achieve the aforementioned goals. This Agreement will enable AFFILIATE to become a member of the VESTA National Center as an Affiliate, thereby enhancing both parties' capabilities to address the workforce needs of the grape and wine production industry throughout the United States. Through this collaboration, VESTA and its Affiliates will develop and expand courses that integrate the science, mathematics and technology foundations essential to the success of current and future employees in the grape and wine industry.

### B. UNIVERSITY SHALL:

- 1. Identify AFFILIATE as a VESTA Affiliate on the VESTA website and related print material.
- 2. Designate a VESTA Mentor to assist in the coordination of the Affiliate's programs.
- 3. Assist in developing/expanding viticulture and enology related academic programs
- 4. Assist in providing student access to VESTA online courses
- 5. Assist in developing regional field practicum sites
- 6. Provide access to and assistance in using VESTA web site materials including the VESTA Blackboard, Mediasite Video Library, Zoom Videoconferencing and the Business Development Resources Database.
- 7. Provide support enabling one Affiliate representative to participate in the VESTA National Conference during which the program undergoes a review by a National Visiting Committee, program-wide challenges and opportunities are addressed, existing courses are refined and new courses are developed.

Agreement No.

# C. AFFILIATE SHALL:

- 1. Coordinate with the VESTA Program Office to promote the VESTA Program throughout the state.
- 2. Coordinate registration, enrollment and grading practices consistent with VESTA partners
- 3. Participate in the VESTA Centralized Registration and Tuition Recovery process (when hosting VESTA courses)
- 4. Establish articulation agreement for course credit transfer.
- 5. Work cooperatively in the coordination of a National VESTA Advisory Committee
- 6. Participate in VESTA Management Team web meetings
- 7. Participate in the VESTA Annual meeting
- 8. Provide quarterly reports of VESTA related activities
- 9. Host VESTA related workshops

## D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- 1. <u>MODIFICATION</u>. Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials of the parties, prior to any changes being performed.
- <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. This agreement in no way restricts UNIVERSITY or AFFILIATE from participating in similar activities with other public or private agencies, organizations, and individuals.
- 3. <u>TERM & TERMINATION</u>. The term of this agreement shall be for XX years commencing on XXX, XX, XXX and ending on XXX, XX, XXXX. Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.
- 4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

### AFFILIATE:

Campus Director:	Authorized Official:
XXXXX	XXXXX
XXXXXX	XXXXX

### **UNIVERSITY:**

VESTA Program Director: Michelle Norgren Missouri State University 901 S. National Avenue Springfield, MO 65897 michellenorgren@missouristate.edu

Administration: Marina Loveland, Coordinator Sponsored Research & Programs Missouri State University 901 S. Natonal Avenue Springfield, MO 65897 mzordell-reed@missouristate.edu Authorized Official: Rondald P. Del Vecchio, Dean William H. Darr College of Agriculture Missouri State University 901 S. National Avenue Springfield, MO 65897 <u>RPDelVecchio@missouristate.edu</u>

- 5. <u>NON-FUND OBLIGATING DOCUMENT</u>. This agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this Agreement shall be made in writing by authorized representatives of the parties. Each party shall be fiscally responsible for their own portion work performed under the Agreement.
- 6. <u>COMPLIANCE</u>. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
- 7. <u>COMMENCEMENT/EXPIRATION DATE</u>. This agreement is executed as of the date of last signature and is effective through XXX, XX, XXXX at which time it will expire unless extended.
- 8. <u>LIABILITIES</u>. It is understood that neither party to this Agreement is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: AFFILIATE:

Date:

XXXXX XXXXXXX

# FOR: THE BOARD OF GOVERNORS FOR XXXX UNIVERSITY

Date:

XXXX XXXXX