

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**And the**  
**THURGOOD MARSHALL SCHOLARSHIP FUND**

**I. PARTIES**

The parties to this Memorandum of Understanding (MOU) are the United States Department of Agriculture (USDA) and the Thurgood Marshall Scholarship Fund (TMSF), a non-profit organization established in 1987, hereafter “Party” or “Parties.”

**II. PURPOSE**

The purpose of this MOU is to establish a relationship between USDA and TMSF, and reflects the commitment of the parties to enhance USDA’s outreach efforts with Historically Black Colleges and Universities, the students and graduates of these universities, and organizations with mutual interests; along with the opportunity for each to assist the USDA with its mission and goals.

### **III. RESPONSIBILITIES**

A. In so far as practicable, and in accordance with its statutory and regulatory authorities, USDA will partner with TMSF to allow USDA Agencies to provide opportunities to TMSF to assist USDA in any of the following:

- (1) enhancing international competitiveness and of American agriculture;
- (2) enhancing the competitiveness and sustainability of rural farm economics;
- (3) supporting increased economic opportunities and improved quality of life in rural America;
- (4) enhancing protection and safety of the nation's agriculture and food supply;
- (5) improving the nation's health and nutrition;
- (6) protecting and enhancing the nation's natural resource base and environment; and
- (7) improving management initiatives.

B. In so far as practicable, TMSF will:

- (1) utilize its 47 member colleges and universities to assist USDA in ensuring that its mission is effectively implemented to the fullest extent; and
- (2) solicit USDA agencies to facilitate implementation of the opportunities referenced in section III. A above.

### **IV. FINANCIAL TERMS**

This MOU is not a financial or funding document. It does not impose any financial commitments on either party. Each party will direct, manage and finance its own participation under the terms of this MOU. Nothing in this MOU shall obligate either Party to obligate or transfer any funds. Specific work or projects that involve the transfer of funds, services, or property among the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation,

execution, and administration of each such agreement must comply with all applicable statutes and regulations.

#### **V. TERM OF MOU AND RIGHT OF TERMINATION**

This MOU is effective the last date affixed to the signature of the Parties. Either Party may terminate this MOU by providing a written thirty days notice to the other Party. This MOU shall expire three (3) years from the effective date of signature of all Parties and may be, by written mutual agreement, extended for an additional term as deemed appropriate.

#### **VI. THIRD PARTY BENEFICIARY STATUS**

This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.

#### **VII. NON-ENDORSEMENT CLAUSE**

The presence of the name or logo of the TMSF does not constitute an endorsement of the TMSF by USDA and vice versa.

### VIII. SIGNATORY AUTHORITY FOR MODIFICATION

Any modification to this MOU will be made in writing and executed by an authorized representative of each Party.

### IX. AUTHORITY

This MOU is authorized pursuant to the National Agricultural Research, Extension, and Teaching Policy Act of 1977, Pub. L. 95-113, § 1402, *et seq.*, 7 U.S.C. § 3101, *et seq.*

SIGNED:

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Mike Johanns  
Secretary of Agriculture

DATE: 10-18-2006

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Dwayne Ashley  
President and Chief Executive Officer  
Thurgood Marshall Scholarship Fund

DATE: 10-18-2006