

MEMORANDUM OF UNDERSTANDING

Southwestern Heritage Center - Iron County School District (Iron County Stories Project)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 1st day of May, 2022 by and between Southwestern Heritage Center, a Non-profit Historical Society, hereinafter referred to as the "SWHC", and the Iron County School District, hereinafter referred to as the "DISTRICT".

The purpose of this MOU is to provide a mechanism for the procurement, use and compensation for specific services provided by the SWHC.

WHEREAS, the SWHC and the District are desirous of implementing an Iron County Stories Program under which individuals submit personal, ancestral, historical or other types of stories and have these stories categorized and made accessible to District educators and students for use in classrooms to support character education in schools; and

WHEREAS, the SWHC and the District are desirous of executing this MOU to set forth the terms and conditions under which the Iron County Stories Program will function within SWHC and the District.

NOW, THEREFORE, the parties to this MOU do hereby agree as follows:

THE SWHC AGREES:

1. To collect stories from community members.
2. To provide a platform whereby District educators and students may access Iron County Stories filtered by topics and categories established by the District.
3. To provide preliminary screening for the appropriateness of the stories for school use at the time of submission in preparation for District screening.
4. To use the Iron County School District name and logo only in materials used to promote the Iron County Stories project and to assist with informing the public how the stories might be used in schools.
5. To retain stories that are made available to the District as long as this MOU is in effect.

THE DISTRICT AGREES:

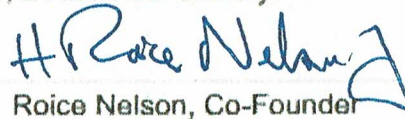
1. To provide the categories for the purpose of filtering stories.
2. To provide \$25,000 with up to an additional \$25,000 as a matching grant on an annual basis subject to specific appropriation to be used by SWHC to:
 - a. Develop, implement and maintain a public website with information about the Iron County Stories project.
 - b. Develop, implement and maintain an online story collection system.
 - c. Develop, implement and maintain a platform whereby District educators and students may access Iron County Stories filtered by topics and categories established by the District.
3. To implement a process for screening stories and inform SWHC of which stories may be included on the platform accessible by educators and students.

IT IS MUTUALLY AGREED:

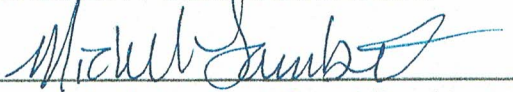
1. SWHC will retain all intellectual property rights to the stories submitted. Any prosecution of violation of the copyright will be the sole responsibility of the SWHC.


2. The District will retain the right to use downloaded or copied stories in the school system with students, parents, community and staff members in perpetuity even after a possible future termination of this agreement by either party.
3. Any knowledge gained by employees of the District regarding the inner workings of the systems and processes employed by the SWHC in connection with the Iron County Stories project will be kept confidential.
4. This MOU shall become effective immediately following execution hereof by the authorized agents of the SWHC and the District.
5. This MOU may be modified only by written amendment signed by the authorized agents of the SWHC and the District. However, if mutually agreed, the parties may enter into specific supplemental written agreements, subject to appropriate approvals, to accomplish the goals of this MOU and the parties and to carry out its terms and conditions.
6. The SWHC and the District shall indemnify and hold each other harmless from the negligent acts and omissions of their respective employees.
7. Any portions of this MOU that are inconsistent with federal, state or local laws will be deemed unenforceable and shall not have any effects on the remaining portions of this MOU.
8. This MOU may be executed in multiple counterparts, all of which together shall be considered one (1) document.
9. The term of this MOU shall begin on May 1, 2022 and shall remain in effect through June 30, 2023. Thereafter, the Agreement shall automatically renew on a yearly basis unless either party provides written notice of termination at least ninety (90) days prior to the end of the fiscal year (June 30). Notwithstanding the preceding sentence, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within 30 days following written notice or (ii) in the case of a breach that by the terms of the breach cannot be cured within 30 days, the breaching party has not instituted measures to cure such breach within 10 days and fully cured such breach within 90 days. In the event either party terminates this Agreement, the ICSD shall pay all amounts due under the terms of this Agreement to the SWHC for services provided through the date of termination.

SWHC, a Historical Society:

By: 
Roice Nelson, Co-Founder

IRON COUNTY SCHOOL DISTRICT:

By: 
Michelle Lambert, Board President

By: 
Lance Hatch, Superintendent