

**Memorandum of Understanding**  
between  
**The International Society of Arboriculture**

and  
Midwestern Chapter of The International Society of Arboriculture  
(a.k.a. Midwestern Chapter)

**Introduction:**

This memorandum of understanding (MoU) constitutes an understanding between two entities, the International Society of Arboriculture (hereinafter referred to as "ISA"), and the Midwestern Chapter (hereinafter referred to as "COMPONENT"). This MoU represents a conditional grant for COMPONENT to act as per ISA Bylaws as a component organization of the ISA, within the defined geographic boundaries and or defined discipline of N/A. As per ISA Bylaws, Midwestern Chapter will have the designation of an ISA Chapter/Associate Organization/Professional Affiliation.

The International Society of Arboriculture is a non-profit scientific and educational association devoted to tree care, serving and representing arborists and the public worldwide. The COMPONENT is a separate organization serving and representing arborists and the public in a specific geographic area and or defined discipline, namely the N/A. The two organizations have a common mission, purpose, and structure.

**Working together, ISA and COMPONENT agree to:**

- Enhance the image and assist in elevating the professional status of the members of both organizations
- Assist volunteers that vigorously represent the profession in the areas of education, government relations, public relations, membership recruitment, research and development, and funding
- Promote and develop future leaders for both organizations
- Provide mutual support for each organization's activities and programs for the benefit of their members, the arboriculture profession, and the public
- Share information that helps advance the arboriculture profession

**Under the terms of this MoU, ISA will:**

- Provide COMPONENT a charter as a component organization under its current and any future organizational structure. The ISA will inform COMPONENT regarding any minimum standards established for all ISA Components and provide COMPONENT with a reasonable time frame for meeting any such standards. Any such standards require the approval of the ISA Board of Directors.
- Offer collection and distribution of COMPONENT dues for all members that are also members of ISA. On a monthly or other agreed upon basis, ISA will remit to COMPONENT a check totaling the amount of any COMPONENT dues so collected in the previous month.
- Allow COMPONENT to appoint one ISA member from COMPONENT to serve as a voting member of the ISA Council of Representatives. Duties of the component representative are defined in the ISA Bylaws.
- Provide COMPONENT with the opportunity to participate in the delivery of the ISA Certified Arborist program. Details of this relationship and the requirements will be established in consultation with the COMPONENT and approved by the ISA Certification Board in accordance with ISA and ISA Certification Board Policy.

- Provide COMPONENT and its members with the opportunity to participate in the ISA International Tree Climbing Championship. Details for participation are provided in the official rules of the International Championship.
- Offer COMPONENT the opportunity to purchase ISA products, at discounted rates, for resale by COMPONENT.
- Provide COMPONENT with access to the ISA seal, name, and other trademarks and registrations within guidelines determined by the ISA Board of Directors.
- Actively support and promote research, education, and service activities of COMPONENT.
- Provide COMPONENT with annual updates regarding ISA programs, initiatives, and overall performance, as requested.
- ISA reserves the right to deny access to programs and services to the COMPONENT and COMPONENT members that reside in a geographical region other than that designated in the first paragraph of this MoU or to services that are specifically reserved for ISA members, Chapters, and Professional Affiliations.

***Under the terms of this MoU, COMPONENT will:***

- Meet or exceed the minimum requirements for recognition as an active component of ISA, as approved by the ISA Board of Directors. A summary follows:
  - Annually review and report on compliance with the requirements for a Component of ISA as defined in the ISA Active Chapter, PA, and AO Policy as approved by the ISA Board of Directors.
  - Stay Current on financial accounts with the ISA.
  - Maintain a constitution (bylaws) that do not materially conflict with the Bylaws of ISA.
- Provide an opportunity for an ISA representative to address COMPONENT members at an annual conference or meeting of the COMPONENT Board.
- Request, in writing, permission to use or translate any ISA copyrighted publication or educational materials.
- Obtain permissions and appropriately recognize ISA as the information source prior to translating and or using reprints of ISA educational material, and products for promotional, public relations, and public education purposes.
- Provide ISA with access to COMPONENT seal, name, and/or other trademarks and registrations within guidelines determined by COMPONENT Policies.
- Actively support and promote the mission and strategic plans of ISA.
- Conduct all affairs in its own name and refrain from representing itself, directly or indirectly, as the ISA. The Component shall not enter into any contractual obligation which binds ISA, financially or otherwise, without the prior, express, written authorization of the ISA Executive Director.

***Effective Dates and Terms of MoU:***

- As a clarification of the existing relationship between ISA and COMPONENT, this MoU will take effect once it is signed by the appropriate representatives for both parties. This MoU shall be reviewed prior to June 1 of each succeeding year. The ISA President shall provide the opportunity for discussion of this MoU during the ISA Board of Directors meeting with the Council of Representatives each year. This MoU shall renew automatically. The annual renewal date shall be June 30.

- Either party shall have the right to terminate this MoU by providing written notice to the other party three calendar months in advance of the cancellation date. No cancellation penalties will accrue to either party. If either party desires a cancellation date with less than three months notice, this clause may be waived by mutual consent.
- Both parties acknowledge the existence, force, and effect of both the ISA and COMPONENT Constitution and Bylaws, and that this MoU is not intended to supercede any of these documents.
- Both parties acknowledge that their respective Board of Directors will be responsible for reviewing, approving, and monitoring the status of this MoU.

**Mutual hold harmless and indemnification**

ISA shall indemnify, defend, and hold harmless COMPONENT and any of its directors, officers, employees, agents, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgements of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against COMPONENT that arises from an act, failure or omission on the part of ISA, or any of its directors, officers, employees, agents, and representatives in carrying out the terms of this memorandum of understanding.

COMPONENT shall indemnify, defend, and hold harmless ISA and any of its directors, officers, employees, agents, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgements of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against ISA that arises from an act, failure or omission on the part of COMPONENT, or any of its directors, officers, employees, agents, and representatives in carrying out the terms of this memorandum of understanding.

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Signed,

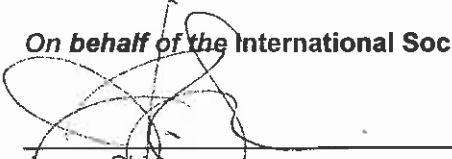
**On behalf of the COMPONENT**  
by the Chapter President

Michael A. Sestric  
signature

Michael A. Sestric  
printed name

11/19/12  
date

**On behalf of the International Society of Arboriculture**

  
James Skjera  
ISA Executive Director

11.20.2012  
date