



## Bee Education Letter of Understanding for Non-Profits

This Bee Education Letter of Understanding (“Agreement”) is dated \_\_\_\_\_ and is between The Bee Cause Project, Inc., a Georgia non-profit corporation (“The Bee Cause”) and \_\_\_\_\_ (the “Organization”).

### **BACKGROUND:**

The Bee Cause’s mission is to advocate for bees to ensure their survival. As part of this mission, The Bee Cause provides educational assistance to organizations to help them become aware of, understand, and appreciate bees. As part of these educational assistance activities, The Bee Cause provides organizations with grants and other support to implement educational bee programs and projects. The Bee Cause is a charitable organization that offers grants to schools/educational organizations and also allows organizations to purchase custom observation hives from The Bee Cause through its non-grant program. This Letter of Understanding addresses the partnership between The Bee Cause and organizations that want to participate in the grant and non-grant programs.

The Organization desires to participate in The Bee Cause program by implementing a bee program (the Hive), and The Bee Cause desires to provide such assistance to the Organization, pursuant to the terms of this Agreement. The parties therefore agree:

**1. Scope of Services** The Bee Cause agrees to provide the Services indicated below, and the Organization and Bee Mentor (also referred to as Beekeeper) agree that they are responsible for the Services indicated below. A party is responsible for a Service as indicated by a mark in that party’s column corresponding to the specified Service. All noted parties are responsible for a Service if a mark is placed in more than one column. The Organization is solely responsible for all expenses to install, implement, and maintain the project onsite. It is the Organization’s responsibility to arrange for program approval, program/bee management and bee sourcing with the Bee Mentor. These services should be documented in a separate agreement. In addition, the Organization will be responsible for any expenses to remove or end the bee program from the installed site. The Bee Cause is not required to reimburse the Organization for such expenses.

Service	The Bee Cause	Organization	Bee Mentor
Evaluate site and recommended Hive placement (Installation Guide notes best practices)	x	x	x
Prepare site for Bee Program, including any building modification and providing for bee access to outside		x	
Provide Indoor Observation Hive or Monetary Grant award	x		
Drill holes in structure to mount and install the Hive Base		x	
Source and install bee colony			x
Continued sourcing of bees			x
Provide The Bee Cause guides to Organization	x		
Provide educational materials for students	x		
Provide hive safety training guide to Bee Advocates		x	x
Display Safety and Maintenance Procedures at hive		x	
Provide Hive Management training to Onsite Bee Advocates		x	x
Observe and evaluate health of colony daily		x	
Find Bee Mentors/Beekeepers (local independent beekeepers who work directly with organization to assist in operating hives) to support hive maintenance and bee sourcing	x	x	x
Approve Bee Mentor/Beekeeper (Rhe Bee Cause provides introduction)		x	
Maintain Hive Health (via relationship with Bee Mentor)		x	x
Removal of hive base or hive		x	x
Removal of bees		x	x
Provide Proper Indoor and Outdoor Signage	x		
Display Proper Signage		x	
Contract With Bee Mentor (volunteer or paid) to ensure bees are managed year round		x	x
OPTIONAL: The organization agrees to hold a fundraiser to pay for or budget for the full cost of participation once the grant is received.		x	

2. **Ownership of Indoor Observation Hive** The Bee Cause will provide the Hive at its expense as well as assist in finding a local beekeeper to source the bees for the Organization. Upon delivery, the Hive and the Bees will remain the property of the Organization.

3. **Cost**. The cost to participate (outside of the grant program) in The Bee Cause Project's National Program is \$2,500. *Grant recipients are exempt from these costs.*

4. **Insurance** The Bee Cause and Organization shall each maintain during the term of this Agreement commercial general liability insurance coverage with a commercially reasonable insurance carrier.

If requested by either party, The Bee Cause and Organization must furnish to the other appropriate evidence of such insurance coverage and, thereafter, immediately notify the Organization in the event that such insurance coverage is no longer in force.

The Organization determines whether the beekeeper is required to hold his/her own insurance policy or will be covered as a volunteer or contractor when tending to the Hive and the Bees on the Organization's property.

5. **Term and Termination** This Agreement begins on the date of this Agreement as set forth in the introductory paragraph and shall automatically renew, unless either party gives 30 days notice of cancellation. Either The Bee Cause or the Organization may terminate this Agreement, with or without cause or penalty, upon thirty (30) days written notice mailed or hand-delivered to the other, or immediately by mutual written agreement. Upon termination or non-renewal of this Agreement the Hive and the Bees will remain the property of the Organization, unless, in the absence of a written agreement to the contrary, the Hive and Bees are abandoned by the Organization.

6. **Assignment of Liability** To the extent permitted by law without waiver of any defenses, parties shall each be responsible for any liabilities, losses, claims, demands, costs (including without limitation outside attorneys' fees) and expenses (collectively, "Claims") arising as a result of the negligence or affirmative acts committed by their own employees, agents, contractors or others over whom they have control.

7. **Entire Agreement** This is the entire agreement between The Bee Cause and the Organization, and any previous discussions, negotiations, understandings, arrangements, or agreements are hereby superseded and replaced. This Agreement may only be amended or modified by a written amendment signed by both The Bee Cause and the Organization.

8. **Severability** If any part of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining parts of this Agreement will remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth in the introductory paragraph.

Organization Name \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Bee Cause Project, Inc., a Georgia non-profit corporation

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_