

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, HI 96813

March 9, 2018

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Land Board Members:

SUBJECT: REQUEST APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE SUSTAINABLE FORESTRY INITIATIVE, FRIENDS OF THE FUTURE AND THE DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF FORESTRY AND WILDLIFE TO CONTINUED TO COLLABORATIVELY WORK THROUGH THE PROJECT LEARNING TREE PROGRAM.

SUMMARY:

Project Learning Tree is a national environmental education program that provides Hawaii's educators with locally- and nationally-relevant resources that connect to state standards. The Division uses this program to train educators and provide curriculum. The purpose of this Memorandum of Understanding (MOU) is to renew an agreement between the Sustainable Forestry Initiative, Friends of the Future and the Department of Land and Natural Resources, Division of Forestry and Wildlife for continued support of the Project Learning Tree program for five years following the execution date of this MOU. The attached MOU is a draft, subject to the approval of the Deputy Attorney General.

CHAPTER 343. HAWAII REVISED STATUTES - ENVIRONMENTAL IMPACT STATEMENTS:

This action before the Board is merely an agreement to work collaboratively and does not constitute a use of State lands or funds, and therefore, this action does not trigger the provisions of Chapter 343, Hawaii Revised Statutes (HRS), relating to environmental impact statements. In as much as the Chapter 343, HRS, environmental requirements apply to parties use of the land, the parties shall be responsible for compliance with Chapter 343, HRS, as may be amended.

RECOMMENDATION:

That the Board of Land and Natural Resources:

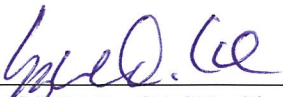
1. Approve a Memorandum of Understanding between the Sustainable Forestry Initiative, Friends of the Future and the State of Hawaii Department of Land and Natural Resources; and
2. Authorize the Chairperson to amend, finalize, and execute the Memorandum of Understanding subject to approval as to form by the Department of the Attorney General.

Respectfully submitted,



DAVID G. SMITH, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE, Chairperson
Board of Land and Natural Resources

Memorandum of Understanding

Between

**The Sustainable Forestry Initiative
For the
Project Learning Tree Program**

And

Friends of the Future Organization

And

**The Hawai'i Department of Land and Natural Resources
Division of Forestry and Wildlife**

This agreement (the "MOU") is made and entered into between the Sustainable Forestry Initiative ("SFI"), located at 2121 K St. NW Suite 750, Washington, DC 20037, and "Friends of the Future" located at PO Box 2655 Kamuela, HI 96743 and, the Hawai'i Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW) located at 1151 Punchbowl Street, Honolulu, HI 96813.

ARTICLE I. BACKGROUND AND OBJECTIVES

Background

Sustainable Forestry Initiative ("SFI")/Project Learning Tree ("PLT")

The Sustainable Forestry Initiative is a nonprofit sustainability organization that collaborates on forest-based conservation and community initiatives that demonstrate and enhance a shared quality of life while providing supply chain assurances through standards, data, and authentic stories. SFI is the national sponsor and administers the Project Learning Tree program. PLT is an award-winning, interdisciplinary environmental education program for educators working with students in PreK through grade 12. PLT helps students gain awareness and knowledge of the natural and built environment, their place within it, as well as their responsibility for it.

Nationally, PLT is a network of grassroots volunteers and state coordinators that work in conjunction with teachers, schools, state agencies, foresters, businesses and civic organizations, museums, nature centers, and youth groups to provide workshops and in-service programs.

Initiated in 1976, PLT is one of the most widely used environmental education programs in the United States and abroad. Over 650,000 educators have been trained to use PLT materials, and more than 100

million students have been reached in the United States, the Trust Territories, Canada, Sweden, Finland, Japan, Brazil and Mexico.

Friends of the Future

Friends of the Future (FOF) was founded in 1991 by Kenneth F. Brown, a Hawaiian businessman and community leader. Friends of the Future's vision is *"Informed by the native culture of Hawai'i, people of the world, living in mutual respect and diversity, discover unexpected, creative solutions to often contentious issues."* Friends of the Future provides tailored administrative and coaching support to programs and initiatives that fit within FOF's exempt purpose. Some programs are directly operated by FOF; others eventually obtain independent 501(c)3 non-profit status or transition to another like-minded organization that more closely matches the project's long-term mission. At any given time, there are between 12 and 15 programs and initiatives active within FOF.

The Hawai'i Environmental Education Alliance is the FOF Program that provides administrative and programmatic guidance to Project Learning Tree since 2010.

DLNR-Division of Forestry and Wildlife

The Division of Forestry and Wildlife is the largest land management entity in the State of Hawai'i and manages one of the largest state-owned forest and natural area reserve systems in the United States. It is the Division's mission to responsibly manage and protect watersheds, native ecosystems, and cultural resources and provide outdoor recreation and sustainable forest product opportunities, while facilitating partnerships, community involvement and education.

Since 2008, DOFAW has supported the Project Learning Tree Program in Hawai'i.

Objectives

Whereas, PLT offers an opportunity for educators to better understand the environment in order to develop awareness, knowledge, and skills necessary to make critical decisions about natural resources;

Whereas, PLT has a comprehensive activity guide for Pre-K through Grade 8, an Early Childhood program for learners aged 3-6, and a series of modules for Grades 9 through 12 to examine critical environmental issues;

Whereas, PLT presents the activities as ready-made lessons that are easily incorporated into almost every learning situation;

Whereas, PLT activities can be infused into science, language arts, social studies, reading, mathematics, art, music, civics, and other subjects;

Whereas, PLT activities are action-oriented and can be conducted in any sequence, requiring minimal materials;

Whereas, the mission of the FOF and DOFAW is to facilitate a vision of lōkahi ~ harmony and balance ~ among the diverse peoples of Hawai'i; and encouraging each person to contribute their deepest values, to create shared visions, and to continuously improve our communities and its mission includes the interpretation/education of children and adults focused within the geographic area of Hawai'i Island in collaboration with statewide organizations;

Whereas, FOF and DOFAW has the need for pedagogically sound materials, which can be readily infused into its interpretive and/or education program;

NOW THEREFORE, in consideration of the above and in the interest of the advantage in attainment of common objectives, the parties hereto mutually agree as follows:

ARTICLE II. RESPONSIBILITIES OF PARTIES

A. SFI agrees to:

1. License to FOF and DOFAW the right to distribute and use all appropriate PLT materials to educators and students within FOF and DOFAW's jurisdiction during the term of this MOU, consistent with the purpose of this MOU as set forth in the recitals herein.
2. Make available to FOF and DOFAW all appropriate PLT materials for purchase by FOF and DOFAW from a central printing source at least once a year.
3. Provide to FOF and DOFAW assistance and recommendations for program implementation, coordinator training, and facilitator/network development.
4. Permit one or more representatives of FOF and DOFAW to attend the annual PLT international coordinators conference at the FOF and DOFAW's expense.
5. Make available financial assistance for representatives of FOF and DOFAW to attend the conference, to the extent SFI has sufficient funding to do so.
6. Permit one or more representatives of FOF and DOFAW to attend all meetings of the PLT Education Operating Committee as a non-voting participant at the FOF and DOFAW's expense.
7. Permit one or more representatives of FOF and DOFAW to have access to the PLT Coordinators' Corner, coordinator forum, and the "Branch," PLT's electronic newsletter.
8. Provide regular updates to FOF and DOFAW concerning PLT's progress at the national level.
9. Provide regular communication to FOF and DOFAW concerning the status of environmental education at the national level.
10. Grant permission to FOF and DOFAW to link to the PLT website, www.plt.org.

B. FOF and DOFAW agree to:

1. Purchase the necessary materials to operate the PLT program.
2. Provide a state coordinator who will assume the responsibility of administering/coordinating the PLT program at the local level.
3. Establish a steering committee, consisting of stakeholders from within the local community.
4. Permit one or more SFI PLT representatives to attend all meetings of the state steering committee as a non-voting participant at SFI's expense.
5. Establish within the community a facilitator network for the delivery of the program.
6. Deliver facilitator training and workshops according to the framework recommended by SFI.
7. Provide appropriate office space and administrative support to implement and support the PLT program.
8. Fiscally sponsor and administer funding, as available, necessary to maintain the program at the local level.
9. Ensure personally identifiable information of individuals participating in PLT programs is kept in accordance with SFI's privacy policy.

C. Both parties agree:

1. That the cost of the materials sold to the FOF and DOFAW will be sufficient to cover production and development as required.
2. That the use of the PLT materials will adhere to all copyright laws and PLT reprint policies.
3. That the FOF and DOFAW's use of SFI/PLT logos and symbols on documents, reports or other products derived from this program will be subject to the Service Mark License granted in Article VII below.

ARTICLE III. REPORTS AND/OR DELIVERABLES

Each party will maintain records and reports arising from the activities carried out in furtherance of its rights and obligations set forth in this MOU. Each party shall prepare the following written reports and disclose such reports to the other party:

1. Quarterly reports of [State] PLT Activities and annual report of [State] PLT Budgets by FOF and DOFAW will be submitted to the SFI office.
2. An annual inventory of all PLT guides and materials the [State] PLT has in stock will be submitted by FOF and DOFAW to the SFI office.
3. An annual report of all PLT budget and activities by the national PLT office will be distributed to FOF and DOFAW.
4. The annual report from SFI will be shared with FOF and DOFAW.

ARTICLE IV. PAYMENTS AND FINANCIAL ASSISTANCE

Payment for materials purchased by the FOF and DOFAW is expected to be paid to SFI within 30 days of receipt of invoice. To the extent that SFI determines in its sole discretion to provide financial assistance to FOF and DOFAW to offset the fees for materials and program delivery, FOF and DOFAW agrees to comply with such reasonable terms and conditions that SFI may impose in connection with such an award.

ARTICLE V. INDEMNIFICATION

- A. FOF and DOFAW agrees to indemnify, defend, and hold harmless SFI, its officers, directors, employees, members, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation, and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with FOF and DOFAW's breach of this MOU or FOF and DOFAW's negligence or willful misconduct, or a third-party claim arising out of FOF and DOFAW's performance under this MOU, to the extent permitted by applicable law.
- B. SFI agrees to indemnify, defend, and hold harmless FOF and DOFAW, its officers, directors, employees, members, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation, and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with SFI's breach of this MOU or SFI's negligence or willful misconduct, or a third-party claim arising out of SFI's performance under this MOU, to the extent permitted by applicable law.
- C. SFI shall indemnify and hold FOF and DOFAW harmless from any proceedings or claims asserted against FOF and DOFAW resulting from PLT materials solely furnished by SFI involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights, and literary piracy or plagiarism, excepting claims arising from materials or information furnished or modified by FOF and DOFAW or from matters with respect to which SFI has advised FOF and DOFAW, in

writing, of the legal risks involved and FOF and DOFAW, by its specific approval, has assumed the risks thereof, in which cases FOF and DOFAW shall so indemnify SFI.

D. This section shall survive termination of this MOU.

ARTICLE VI. LICENSE

SFI owns all rights, title, and interest in and to the "Project Learning Tree" program group of Licensed Marks listed in Exhibits A and B, as they are used to identify the services listed in Exhibit C. Both parties desire to use the Licensed Marks to identify the licensed services, as described in Exhibit C. Subject to the terms and conditions set forth below, SFI grants to FOF and DOFAW the right to use the Licensed Marks to identify the licensed services:

- A. SFI grants to FOF and DOFAW and FOF and DOFAW accepts a revocable, royalty-free, non-exclusive license to use and display the Licensed Marks in connection with the licensed services in the state of FOF and DOFAW. This license will remain in effect as long as FOF and DOFAW uses the Licensed Marks in accordance with the Rules for Use listed in Exhibit C, attached and made a part of this MOU, and as long as this MOU remains in effect.
- B. FOF and DOFAW acknowledges that it is not entitled to use or display any of the Licensed Marks on or in connection with any goods or services except as provided in this MOU. If FOF and DOFAW receives notice that SFI objects to any particular use or display of any of the Licensed Marks, FOF and DOFAW will discontinue such use or display. FOF and DOFAW has 30 days from the date of notice from SFI to make any and all relevant corrections or changes requested by SFI to SFI's satisfaction. Should such problems with use or display continue by FOF and DOFAW, SFI may terminate this MOU upon 15 days written notice to FOF and DOFAW. Upon termination of this MOU, FOF and DOFAW will immediately cease any and all use or display of the Licensed Marks.
- C. FOF and DOFAW acknowledges that the Licensed Marks are the sole property of SFI. FOF and DOFAW will not challenge or assist any other party in challenging the validity of SFI's rights in, to, or under any of the Licensed Marks or any trademark registrations for, or applications to register, any of the Licensed Marks.
- D. This Article VII is governed by and construed in accordance with the United States Trademark Act of 1946, 15 USC 1051 et seq., as amended.

ARTICLE VII. TERM OF AGREEMENT/TERMINATION

This MOU shall begin upon the execution date and expire five years from its execution and can be renewed in writing if agreed to by both parties. Either party may terminate this MOU at any time by giving 90 days advance written notice to the other party of its intent to terminate the MOU. The MOU may be amended by written mutual consent of the parties.

ARTICLE VIII. ASSIGNMENT

Neither party may assign or otherwise transfer this MOU or the license granted by it without the written consent of the other party.

ARTICLE IX. INVALIDITY

If a court holds any portion of this MOU to be void or ineffective, such a finding will not affect the enforceability of any remaining portions of the MOU.

ARTICLE X. KEY OFFICIALS

This MOU may be amended only in a writing signed by both parties.

Agreed:

A. Sustainable Forestry Initiative

Kathy McGlaulin, Senior Vice President, Education

Date

Sustainable Forestry Initiative

2121 K Street, NW, Suite 750

Washington, D.C. 20037

Phone: 202.765.3641 Fax: 202.827.7924

B. Friends of the Future

Susan E. Maddox, Executive Team Leader

Date

Friends of The Future

PO Box 2655

Kamuela, HI 96743

Phone: 808.885.8336 Fax: 808.885.4998

B. Hawai'i Department of Land and Natural Resources – Division of Forestry and Wildlife

Suzanne Case, Chairperson

Date

Hawai'i Department of Land and Natural Resources

1151 Punchbowl Street

Honolulu, HI 96813

Phone: 808.587.0400

EXHIBIT A

PROJECT LEARNING TREE LICENSED MARKS

The Sustainable Forestry Initiative is the owner of the following trademarks and service marks (hereafter referred to as the “marks/registered marks”).



Project Learning Tree®

Project Learning Tree®
PLT®

EXHIBIT B

THE LICENSED STATE MARKS

The Sustainable Forestry Initiative is the owner of the following service marks (hereafter referred to as the "state marks/registered marks"). (PLEASE NOTE - HAVE THE NATIONAL OFFICE INSERT THE APPROPRIATE LOGOS FOR YOUR STATE BEFORE OBTAINING SIGNATURES)



EXHIBIT C

RULES FOR USE OF SFI's PROJECT LEARNING TREE→ OWNED MARKS AND LOGOS

The purpose of these registered marks is to describe the Project Learning Tree® (PLT) program as:

1. Environmental education services, namely, conducting trainings on environmental topics and providing follow up information in order to promote an appreciation of the environment and environmental resources.
2. Educational services, namely, conducting trainings for educators of elementary and secondary level students and providing follow-up information in order to promote an appreciation of the forest resources by the educators and their students.

SFI authorizes FOF and DOFAW to use the marks shown in Exhibits A and B (hereafter referred to as "registered marks") provided the following conditions and limitations are adhered to:

- A. The words "Project Learning Tree," the logo, and "PLT" are registered marks and must be accompanied by an ® to indicate that SFI owns the marks.
- B. FOF and DOFAW may use the marks and state marks:
 1. In communication, advertising, and promotional materials by the FOF and DOFAW that explain and/or promote Project Learning Tree, its curriculum, workshops or program services to various external and internal audiences.
 2. On business letterhead and business cards of the FOF and DOFAW.
 3. In annual reports of the FOF and DOFAW.
 4. On websites of the FOF and DOFAW.
- C. Individual participants or entities of the FOF and DOFAW cannot use the PLT registered marks except in communication, advertising, and promotion of Project Learning Tree curriculum, workshops or program services.
- D. When making written reference to participation in PLT, workshops, programs, or curriculum, or when otherwise using the marks, the following statement must be included: "Project Learning Tree→ is the environmental education program of the Sustainable Forestry Initiative and sponsored in [state name] by FOF and DOFAW."
- E. The marks and state marks may not be used directly on any:
 1. Commercial product
 2. Commercial product packaging
 3. Commercial product advertising or marketing materials.

- F. The marks and state marks may be used by FOF and DOFAW on PLT promotional items (including but not limited to clothing, hats, desk/office accessories, and mugs) provided that written permission is obtained from the Sustainable Forestry Initiative prior to design and production. Layout, design, and artwork must be submitted to SFI's Communications Department to obtain written permission.
- G. The marks and state marks may not be recreated or altered in any way.
- H. The registered marks may not be combined with any other logo or image in such a way as to create a third logo or mark.
- I. The logo mark font for the words "Project Learning Tree" is Frutiger Ultra Black. The font for the state name in the state marks is Papyrus. The acronym PLT is a custom graphic. The logo mark may not be re-created using any other fonts or styles of these fonts or graphics. Font sizes must remain in the same proportions as provided in electronic form.
- J. The tree portion of the logo mark may not be displayed by itself, but must always be accompanied with PLT or Project Learning Tree as set out above.
- K. The National Project Learning Tree office will provide the FOF and DOFAW with the marks and state marks in the following electronic file formats: .pdf, .jpg, .gif, .eps, .ai.
- L. In presentations of the marks the color can be:
- One Color:
Black
-or-
PMS 2592 (Purple)
- Two Color:
Tree Graphic = PMS 335 (Green)
-and-
PLT or Project Learning Tree lettering = PMS 2592 (Purple)
- In presentations of the state marks the color can be:
- One Color:
Black
-or-
PMS 2592 (Purple)
- Two Color:
Tree Graphic and State Name = PMS 335 (Green)
-and-
PLT or Project Learning Tree lettering = PMS 2592 (Purple)
-and-
The "swoosh" and state outline = 20% screen of PMS 335 (Green).

- M. The marks and state marks should have adequate clear space around them to ensure their clarity.
- N. SFI reserves the right to request samples of all uses of the marks and state marks. SFI has the right to disapprove the use of the marks and state marks. Both FOF and DOFAW may be asked to identify a “trademark contact” to whom SFI may direct inquiries and requests for sample use.
- O. The Sustainable Forestry Initiative strictly prohibits the use of its registered marks for any purpose by individuals, organizations, or businesses other than FOF and DOFAW and their assigns unless written permission is obtained from the Sustainable Forestry Initiative.

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