



Memorandum of Understanding
between
The International Society of Arboriculture
and
The European Arboricultural Council



Introduction:

This memorandum of understanding (MoU) constitutes an understanding between two entities, the International Society of Arboriculture (hereinafter referred to as “ISA”), and the European Arboricultural Council, (hereinafter referred to as “EAC”).

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 EAC is a separate organization serving and representing the European arboricultural community through education, certification and standardization of arboricultural practices across Europe. The two organizations have a common mission and purpose.

Working together, ISA and the EAC agree to:

- Enhance the image and assist in elevating the professional status of arborists.
- 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:

- Allow the EAC to appoint one member from the EAC to serve as a liaison to the ISA. The appointee may attend ISA Board meetings as a non-voting liaison.
- Provide the EAC with the opportunity to partner with ISA on Certification programs as approved by the ISA Certification Board and described in Appendix 1.
- Offer the EAC opportunity to purchase ISA products, at mutually agreed upon discounted rates, for resale.
- Provide the EAC with access to the ISA seal, name, and other trademarks and registrations within the guidelines determined by the ISA Board of Directors and included in this document as Appendix 2.

- Actively support and promote research, education, and service activities of the EAC.
- Provide the EAC with annual updates regarding and access to ISA programs, initiatives, and overall performance as requested.

Under the terms of this MoU, the EAC will:

- Meet or exceed the minimum requirements for recognition as an associate organization as approved by the ISA Board of Directors. A summary follows:

- Annually review the MoU with ISA
- Stay current of financial accounts with ISA

- Provide the ISA with the opportunity to partner with EAC on Certification programs by the EAC and described in Appendix 1.

- Offer ISA the opportunity to purchase EAC products, at mutually agreed upon discounted rates, for resale.

- Provide an opportunity for an ISA representative to address EAC members at an annual conference or meeting of the EAC.

- Request in writing, permission to use or translate any ISA copyrighted publication or educational materials.

- Obtain permission and appropriately recognize ISA as the information source prior to translating and/or using reprints of ISA educational materials and products for promotional, public relations, or public education purposes.

- Provide ISA with access to the EAC seal, name, and/or other trademarks and registrations within guidelines determined by the EAC policies.

- Actively support and promote research, education, and service activities of the isa.

- Provide the ISA with annual updates regarding and access to EAC programs, initiatives, and overall performance as requested.

Effective Dates and Terms of MoU:

- As a clarification of the existing relationship between ISA and the EAC, this MoU will take effect once it is signed by the appropriate representatives for both parties. This MoU shall be reviewed prior to February of each succeeding year. The ISA Executive Director shall provide the opportunity for discussion of this MoU during the ISA Board of Directors meeting each March. 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 EAC 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 the EAC 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 the EAC 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.

The EAC 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 the EAC, or any of its directors, officers, employees, agents, and representatives in carrying out the terms of this memorandum of understanding.

Signed,

On behalf of the European Arboricultural Council

de G.P. Litchfield

Signature

de G.P. Litchfield.

Printed name

President, EAC

Title

30-03-06.

Date

EAC Liaison to the ISA Board of Directors

Signature

Printed name

Title

Date

On behalf of the International Society of Arboriculture



James R. Skiera
ISA Executive Director

3-30-06

Date

Appendix 1

EAC Recommendations from the Test Committee Approved by ISA Certification Board - March 10, 2005

1. Accept a one time transfer of the EAC European Tree Worker for both the ISA Certified Arborist exam and the ISA Certified Tree Worker exam. In other words, a person holding a European Tree Worker certificate could apply for ISA Certified Arborist and Certified Tree Worker status without taking the ISA exams. The candidate would still need to pay the fees associated with the ISA certificates and maintain the CEU requirements necessary to renew the certificate in three years.
2. Accept a one time transfer of the EAC European Tree Technician exam for the ISA Board Certified Master Arborist exam. In other words, a person holding a European Tree Technician certificate could apply for ISA Board Certified Arborist status without taking the ISA exam. The candidate would still need to pay the fees associated with the ISA certificates and maintain the CEU requirements necessary to renew the certificate in three years.
3. After the one time transfer is granted, the holder of the EAC certificates would need to obtain CEUs in accordance with ISA requirements for the specific certificate. The CEUs could be approved either by the European chapter, if available, or through the ISA office in the United States. It would be the responsibility of the European arborist to ensure they obtain the required CEUs to renew their ISA certificate.
4. If the European arborist does not obtain enough CEUs to renew the ISA certificate, the arborist would need to take and pass the ISA exams following the same procedures as any other ISA member that would allow their certification to lapse.
5. The EAC will accept a one time transfer of a person holding both the ISA Certified Arborist and Certified Tree Worker certificates for the EAC European Tree Worker certificate. To obtain equivalency for the EAC European Tree Technician certificate, the ISA BCMA and Certified Tree Worker certificates would be required.
6. EAC representative to visit an ISA Certification Test Committee meeting annually to observe how we manage an exam and an ISA Representative attend an EAC Certification Exam or Exam development meeting.

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Appendix 2

ISA/EAC Brand Usage Guidelines

The International Society of Arboriculture (ISA) and the European Arboricultural Council (EAC) will agree to the cooperative use of the corporate logo of each organization to mutually promote arboriculture.

Under the terms of the MOU, EAC may use the ISA with Oak leaf design along with the words “An Associated Organization” on any of the following:

- Joint brochures promoting the EAC as an organization, press releases, and other informational documents.
- Educational programs, seminars and publications as long as they have been reviewed by ISA prior to publication. Approval for use may be withheld based on the opinion that the educational content of programs, seminars or publications is not deemed in the best interest of the ISA.
- Letterhead, stationary and information portions of the ISA website.

Under the terms of the MOU, ISA may use the EAC design along with the words “An Associated Organization” on any of the following:

- Joint brochures promoting the ISA as an organization, press releases, and other informational documents.
- Educational programs, seminars and publications as long as they have been reviewed by EAC prior to publication. Approval for use may be withheld based on the opinion that the educational content of programs, seminars or publications is not deemed in the best interest of the EAC.
- Letterhead, stationary and information portions of the EAC website.

Questions in regard to use of the logo should be addressed to the ISA Director of Membership or the EAC Executive Committee.