

MEMORANDUM OF UNDERSTANDING

The federal Administrative Committee for Pistachios (the Committee) established under the authority of the Agricultural Marketing Agreement Act of 1937, as amended (Act), hereby enters into an agreement with the California Pistachio Research Board (the Board) as established by Chapter 1 of Part 2, Division 21 of the California Food and Agriculture Code beginning on August 1, 2026, and continuing through July 31, 2027. Until the agreement is approved, the Committee is operating at its own risk and shall have no obligation to perform services, and Board shall have no obligation to pay fees or expenses.

The purpose of this agreement is to allow the Committee to utilize its staff, facilities, and equipment to facilitate the day-to-day activities of the Board, with fair compensation for such services to the Committee, without compromising the responsibilities delegated to either organization by its enabling legislation.

It is recognized that both the Committee and the Board have been established to aid in the development of the California pistachio industry, that each must perform different, but complementary aspects of that task. The use of Committee staff, facilities, and equipment to facilitate the activities of the Board is an efficient way to accomplish each organization's goals. Persons providing services to the Board may engage in activities otherwise not authorized in their capacity as Committee employees.

This agreement covers management and administrative services provided by the Committee to the Board. Pursuant to Section 10 (i) of the Act, this agreement also allows the Committee to make available certain confidential records to the Board provided such information is relevant to the services the Committee is providing to the Board and the information provided remains confidential. The terms of the agreement are as follows:

1. The Committee manager shall be designated as Board manager and shall be responsible for carrying out the activities of the Board under the general supervision of the Board. The Committee will also designate appropriate support staff for the Board and the manager.
2. The Committee shall provide office space (facilities overhead, telephone, fax, internet, and miscellaneous materials), administrative and office personnel capable of performing the administration of the Board, and other expenses incurred at the request of the Board. In consideration, the Board shall pay to the Committee a monthly fee before the 10th of each month. The Committee and the Board shall review the administrative costs at their annual budget meetings and, with mutual consent indicated through Committee and Board votes, adjust the contract amount.
3. All funds of the Board and of the Committee shall be maintained in separate accounts, and separate books and records of each organization shall be maintained and auditing and accounting procedures shall be in accordance with USDA policy and procedures.
4. The funds paid by the Board are not to be used for the purpose of the influencing legislation and/or influencing government policy or action.
5. The books and records, and documentation of the Committee, insofar as they relate to the work performed or money received under this Agreement shall be maintained in conformity with generally accepted accounting principles for a period of three (3) years from the date of final payment and are subject to inspection and audit by a representative of USDA.
6. The Board agrees that, during the performance of this Agreement, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, gender, religion, age,

disability, pregnancy (including childbirth or medical condition related to pregnancy or childbirth), political beliefs, gender orientation, genetic information, parental status, marital or family status or status as a covered veteran. The Board agrees that it will fully comply with any and all applicable Federal, State, and local equal employment opportunity statutes, ordinances, and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Pregnancy Discrimination Act, the Pregnant Workers Fairness Act of 2022, the Genetic information Act of 2008 and the Equal Pay Act of 1963. Nothing in this section shall require the Board to comply with or become liable under any law, ordinances, regulation, or rule that does not otherwise apply to the Board.

7. The Committee shall, pursuant to the authorization contained in section 10 (i) of the Act, for all fiscal years for which this agreement remains in force, furnish to the Board:
 - a) A list of names and addresses of California pistachio growers and
 - b) A list of California pistachio processors on record with Committee and the amount of pistachios processed by each.
8. The Board shall maintain in confidence the information provided by the Committee under 7 above in the manner required under section 608(d)(2) of the Act, and shall use said information only for the exercise of appropriate activities in the due course of management of Board programs, including but not limited to invoicing of processors, mailings to industry members, enforcement actions for collection of assessments, and/or compliance actions.
9. This agreement may be terminated prior to end of its term, with or without cause, by either party, as well as by the Secretary of Agriculture, by giving 90 days advance written notice to the other party. The Committee shall continue to provide services and the Board shall continue to pay the Committee for all services rendered and for all non-cancelable obligations through the effective date of termination.
10. If either the Committee or the Board ceases to exist or function for any reason, notification shall be given to the other entity as soon as reasonably possible and a termination date for this agreement shall be agreed upon. The Board shall pay the Committee for all services rendered and for all non-cancelable obligations through the effective date of any such termination.
11. This agreement supersedes any prior agreements, written or oral, between the parties, and is the final expression of the agreement between the parties.
12. Each party hereto agrees to hold the other harmless against any and all losses, costs, damages, attorney's fees and other expenses that may be incurred as a consequence of this agreement.
13. All notices and other communications hereunder shall be deemed to have been given when delivered personally, or at the time confirmed for delivery if by facsimile, or if mailed, at the time deposited in the United States mail or with a recognized express mail carrier, postage prepaid, and addressed as follows:

California Pistachio Research Board
499 W. Shaw Ave., Suite 140
Fresno, California 93704

Administrative Committee for Pistachios
499 W. Shaw Ave., Suite 140
Fresno, California 93704

The parties hereto may change their address as set forth in this paragraph by providing the other party with written notice thereof.

14. No change, amendment or modification of this agreement shall be valid unless in writing and signed by the parties hereto.
15. This agreement may not be assigned or transferred by either party to any third party without the prior written consent of the other party.
16. If an action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Fresno, State of California for any proceeding arising hereunder.
17. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this agreement.

DATE: _____ ADMINISTRATIVE COMMITTEE FOR PISTACHIOS

By: _____
Stephen Vasquez, Executive Director

DATE: _____ CALIFORNIA PISTACHIO RESEARCH BOARD

By: _____
Tom Coleman, Chairman