FS Agreement No. 10-MU-11132420-217
Cooperator Agreement No.

MEMORANDUM OF UNDERSTANDING
Between The
PROFESSOR SUSAN R. KEPHART
And The
USDA, FOREST SERVICE
WASHINGTON OFFICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Professor Susan R. Kephart, hereinafter referred to as "Professor Kephart," and the USDA, Forest Service, Washington Office, hereinafter referred to as the "U.S. Forest Service."

Title: Camassia & Hastingsia Research Project

I. **PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to document current distributions of taxa in the two genera *Camassia* and *Hastingsia* and to resolve the taxonomy of these taxa in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The FOREST SERVICE is a natural resource agency dedicated to the sustained management of the Nation's natural resources and providing service to people through Federal law and regulations administered by the Secretary of Agriculture. The FOREST SERVICE is responsible for managing habitats that maintain sustainable populations of plants and animals on approximately 193 million acres of National Forests and National Grasslands in 43 states. The FOREST SERVICE acquires, develops and disseminates up-to-date information on proposed, threatened, endangered, sensitive, and candidate plant species' status, distributions, population trends, ecology, conservation needs, and stewardship. This information is essential to the FOREST SERVICE to implement management activities that conserve these natural resources both *in situ* and *ex situ*. The FOREST SERVICE accomplishes these mandates in part by utilizing the resources and expertise of university researchers. The expertise of university researchers is critical to the FOREST SERVICE as it strives to restore, maintain, and enhance population and habitats for over 422 species of plants and animals listed under the Endangered Species Act as proposed, threatened or endangered, and provides special management for over 2,000 plant species designated by the FOREST SERVICE as sensitive species or species of concern. Management of these vulnerable components and links in the biodiversity chain is crucial to implementing the FOREST SERVICE mission for land and resource management. The FOREST SERVICE accomplishes much of this work by initiating and developing cooperative relationships and effective partnerships through its National Forest System, Research and Development, International Programs, and State and Private

Forestry.

PROFESSOR KEPHART is a botanist and Professor of Biology at Willamette University in Salem, OR with research expertise in the areas of plant taxonomy and evolution, plant-pollinator interactions, and conservation biology. She is responsible for research, teaching, and citizen education based efforts focused in the area species management, biodiversity monitoring, conservation, and restoration. Her proposed work will help federal agency botanists in their efforts to identify plant taxa whose taxonomy has been challenging at the specific and subspecific levels, resulting in better keys for identification and an improved understanding of the distribution and ecology of these plants. Professor Kephart's work will also increase our knowledge of their associated co-flowering plants, pollinators, and herbivores as well as levels of gene flow and reproductive isolation that can influence their management. In addition, data collected on flowering phenology over multiple years will be available and useful for assessing the potential impacts of global climate change on plant populations. Her research has been funded by diverse grants from grants including from Earthwatch Institute, the M.J. Murdock Foundation, the Native Plant Society of Oregon, Oregon Community Foundation, National Science Foundation, and Willamette University.

In consideration of the above premises, the parties agree as follows:

III. PROFESSOR SUSAN R. KEPHART SHALL:

A. For the five year duration of this agreement the cooperator will obtain an annual forest products free use permit (FS2400-8) from the regional office(s) in which the forest or grassland is located.

B. Not collect any specimens for vouchers of any U.S. Forest Service sensitive species without specific authorization as included in the annual FS-2400-8 free use permit.

C. Inform the Forest's or Grassland's Supervisor's Office at least 3 days in advance when planning to conduct field research on that unit.

D. Provide the U.S. Forest Service with an annual progress report to include a listing of all voucher specimens collected and where they have been deposited.

E. Provide the U.S. Forest Service with a final report at the end of this agreement and a copy(s) of any published manuscript(s) that are a result of this research.

IV. THE U.S. FOREST SERVICE SHALL:

A. U.S. Forest Service system lands will be available, as it is for all citizens, for the furtherance of this partnership, subject to applicable Federal law, regulations, Forest Plans, and approval by the appropriate Forest Service official.

B. Consistent with Forest Plans and other FOREST SERVICE direction process and provide an annual FS-2400-8 free use permit undertaken pursuant to this MOU.

C. Work collaboratively to streamline the collecting permit process for voucher specimens, seed, cuttings, etc. across Forest Service lands.

D. Meet annually or as necessary with the cooperator to further the implementation of this agreement.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Susan R. Kephart Address: Willamette University 900 State Street City, State, Zip: Salem, OR 97301 Telephone: 503-370-6481 FAX: Email: skephart@willamette.edu	Name: Susan R. Kephart Address: Willamette University 900 State Street City, State, Zip: Salem, OR 97301 Telephone: 503-370-6481 FAX: Email: skephart@willamette.edu

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Larry Stritch Address: USDA Forest Service 1400 Independence Avenue, SW City, State, Zip: Washington, DC 20250 Telephone: 202-205-1279 FAX: 202-205-1096 Email: lstritch@fs.fed.us	Name: Altonia McGuire Address: USDA Forest Service 1400 Independence Avenue, SW City, State, Zip: Washington, DEC 20250 Telephone: 202-205-0982 FAX: 202-205-1096 Email: amcguire@fs.fed.us

B. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Professor Kephart is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Professor Kephart, at Professor Kephart's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Professor Kephart from participating in similar activities with other public or private agencies, organizations, and individuals.

E. ENDORSEMENT. Any of Professor Kephart's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Professor Kephart's products or activities.

F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Professor Kephart to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise there from, either directly or indirectly.

I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

J. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Professor KphartThe Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

K. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

L. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

M. DEBARMENT AND SUSPENSION. Professor Kphart shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Professor Kephart or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

N. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

O. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through five years from the date of the last signature at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

P. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

Susan R Kephart — 20 July 2010

SUSAN R. KEPHART, Professor — Date
Willamette University

Thomas A. Fletcher — 7/29/2010

For JOEL D. HOLTROP, Deputy Chief — Date
U.S. Forest Service, Washington Office

The authority and format of this instrument have been reviewed and approved for signature.

Carol J. B — 7/7/2010

CAROL J. BROWN — Date
U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.