FS Agreement No. 08-SU-11132424-006
TNC Agreement No.

6/2/08

SERVICE-WIDE MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NATURE CONSERVANCY

AND

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between The Nature Conservancy and the United States Department of Agriculture Forest Service, hereinafter referred to as the Forest Service.

This MOU hereby replaces the previous Master Memorandum of Understanding, Forest Service Agreement Number 02-SMU-132000-03, executed by the parties on November 16, 2001.

A. PURPOSE:

The purpose of this MOU is to provide a framework for cooperation and coordination between The Nature Conservancy and the Forest Service in achievement of mutual goals. Through the MOU, the parties will continue to work together to maintain and enhance their ongoing partnership activities as well as explore new opportunities. Such opportunities include, but are not limited to: conducting assessments, inventory, research, monitoring, protection, restoration and other management activities necessary to conserve fish, wildlife, plants, watersheds, and ecosystems critical to biological diversity. The framework for cooperation and coordination is especially needed in the area of threatened, endangered and imperiled plant and animal species, and threatened ecosystems.

This MOU provides a mechanism to support and streamline project and program development; it does not provide the authority for nor obligate funds (*reference provision E-2*).

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both The Nature Conservancy and the Forest Service have responsibilities and interests in the preservation, conservation, and management of biological diversity.

The Forest Service is a natural resource agency dedicated to the sustained management of the Nation's natural resources, service to people, and through Federal law and regulations

of the Secretary of Agriculture has major responsibility for the protection and management of biodiversity, fish, wildlife, and plant habitats, including providing special protection for threatened, endangered, and sensitive/rare plant and animal species. 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.

The Nature Conservancy is a private, non-profit organization incorporated in the District of Columbia and is devoted to the preservation of global biological diversity. It is especially interested in promoting conservation of the best examples of representative ecosystems, natural communities, and viable populations of native species. The Nature Conservancy works with a wide-range of landowners, agencies and organizations to achieve this goal, and also acquires and manages lands for this purpose. The Nature Conservancy has significant scientific and management expertise, conducts eco-region and site conservation planning, and maintains offices and programs in the 50 States and in more than 23 countries.

It is the desire of both parties to cooperate fully with each other, including exchange of personnel and other resources as authorized (*reference provision E-2*), in matters relating to the management and conservation of biological diversity through cooperative efforts including, but not limited to:

1. Inventories, assessments, surveys, and data management including the use of natural heritage programs which provide a data network for biological diversity, wildlife, fish and plant resource information;
2. Identification of special management areas, (Research Natural Areas and Special Interest Areas, for example);
3. Production of grants and agreements, reports, abstracts and other materials
4. Land-ownership adjustments or consolidations including land acquisition, donations and land exchanges;
5. Input to natural resource planning, project development, and implementation efforts.
6. Terrestrial and aquatic habitat improvement, restoration, maintenance, or conservation, including the habitats of migratory birds;
7. Mitigation, restoration and rehabilitation activities;
8. Monitoring and evaluation;
9. Assistance to and partnerships with foreign, state and tribal governments, private landowners, communities, and other non-governmental organizations
10. Demonstration of innovative management practices, including those that facilitate international conservation of forests, parks, watersheds and protected areas; prevention and control of invasive species, use of prescribed fire, sustainable forestry, grazing, recreation use, and eco-tourism;
11. Interpretive programs and displays;
12. Community-based outreach, training, education and partnerships

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

C. THE NATURE CONSERVANCY SHALL:

1. Meet annually, or as needed, with representatives of the Forest Service to collaboratively plan, discuss, and negotiate guidelines for project proposals that meet the objectives of this MOU.

2. Cooperate with the Forest Service in carrying out the projects and other collaborative efforts which the parties thereto provide support.

3. Negotiate and enter into specific agreements, contracts, or other instruments to accomplish mutually agreed upon work projects.

4. As determined by specific agreement, provide support for the implementation of projects that further The Nature Conservancy's mission of conserving biological diversity.

5. Coordinate ecosystem plans and/or assessments, site conservation plans, landownership adjustment planning, and project implementation with the Forest Service when they affect Forest Service responsibilities and programs.

D. THE FOREST SERVICE SHALL:

1. Meet annually, or as needed, with representatives of The Nature Conservancy to collaboratively plan, discuss, and negotiate guidelines for the project proposals that meet the objectives of this MOU.

2. Cooperate with The Nature Conservancy in carrying out programs and activities of the National Forest System, Research and Development, International Programs, and State and Private Forestry, including the development and implementation of forest plans, watershed and other ecological assessments, local, and international projects, and heritage programs which provide an interstate/international data network for conserving biological diversity and conserving and managing wildlife, fish and sensitive/rare plant resources.

3. Make National Forest System lands available for the furtherance of this partnership, subject to applicable Federal law, regulations, Forest Plans, and approval by the appropriate Forest Service official.

4. Negotiate and enter into specific agreements, contracts or other instruments to accomplish agreed upon work projects.

5. Consistent with Forest Plans and other Forest Service direction, provide leadership and share information across landownership boundaries for the landscape assessments

and for the planning, implementation, and monitoring of projects or administrative studies undertaken pursuant to this MOU.

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

1. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

Forest Service Program Contact
Chris Iverson
Assistant Director, WFWARP
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The Nature Conservancy Administrative Contact
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2. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or The Nature Conservancy to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and The Nature Conservancy will require execution of separate instruments and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such instrument must comply with all applicable statutes and regulations.

3. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).

4. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or The Nature Conservancy from participating in similar activities with other public or private agencies, organizations, and individuals.

5. RESPONSIBILITIES OF PARTIES. The Forest Service and The Nature Conservancy and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

6. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

7. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and The Nature Conservancy and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or The Nature Conservancy and the subsequent written concurrence of the other(s). Either the Forest Service or The Nature Conservancy may terminate this MOU with a 60-day written notice to the other.

8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this MOU.

THE PARTIES HERETO have executed this MOU as of the last date written below.

THE NATURE CONSERVANCY		USDA FOREST SERVICE	
MRT 8/8/08		6/2/08	
MARK TERCEK	DATE	**ABIGAIL KIMBELL**	DATE
CEO & President		Chief	

The authority and format of this MOU have been reviewed and approved for signature by: */s/ Danielle L. Price, FS Grants and Agreements Specialist, October 12, 2007*