

MEMORANDUM OF UNDERSTANDING

02-MU-11131423-036

between

USDA FOREST SERVICE

and the

INTERNATIONAL BOTTLED WATER ASSOCIATION

This **MEMORANDUM OF UNDERSTANDING** (MOU) is hereby entered into by and between the USDA Forest Service, hereinafter referred to as the Forest Service, and the International Bottled Water Association, hereinafter referred to as IBWA.

A. PURPOSE: The purpose of this MOU is to set forth the intent of the Forest Service and IBWA to cooperate in the identification, development, and implementation of projects to promote watershed conservation education, to protect and restore watersheds, and to highlight the role of forests and forestry in providing healthy watersheds and cool, clean water.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS: National Forest System (NFS) lands form the headwaters of many river systems and are the source of high quality water. Securing favorable conditions of water flow was one of the primary reasons for establishing the Forest Service. Maintaining and restoring watershed health remains the oldest and one of the highest callings of the agency. Where water originating from NFS lands provides a domestic drinking water supply, the Forest Service land management plans provide for maintaining this high quality water as well as managing the land for multiple uses.

The IBWA is the trade association representing the bottled water industry. Founded in 1958, IBWA is committed to environmental stewardship, responsible groundwater management practices, and providing safe, high quality products to its consumers. IBWA's member companies produce and distribute 80 percent of the bottled water sold in the United States. IBWA plays an active role in the development of stringent regulations for bottled water to ensure the greatest safety possible and high quality of bottled water products. IBWA encourages protection and monitoring of sources of water for the bottled water industry. A number of IBWA members obtain water from forested watersheds.

The Forest Service and IBWA share a special interest in protecting and sustaining healthy and productive watersheds. Conservation education plays a critical role in developing public awareness and understanding of the relevance of forested watersheds and water resources to daily life. The Forest Service and IBWA recognize that collaboration is essential to successful watershed protection and restoration and that conservation education is a tool to promote public interest in sustaining our valuable water resources.

This MOU sets forth the general process for coordination of projects undertaken by the Forest Service and IBWA to enhance watershed conservation education and watershed

protection and restoration. This MOU does not identify specific projects or obligate any monies for projects. The exchanges of information and any expressions of interest by either party regarding a potential project will not commit either party to reach an agreement with the other for that project. For any projects identified pursuant to this MOU, the parties will enter into appropriate agreements to execute those projects. Projects could include activities such as development of template conservation language for possible use by bottled water companies, promotion of partnerships between local bottlers and individual national forests, and implementation of conservation education and watershed protection and restoration projects.

C. FOREST SERVICE MAY:

1. Identify water resources projects to be undertaken by the Forest Service and make information available to interested parties, including IBWA. If IBWA desires to work with the Forest Service as a cooperator on any particular project, including providing matching funds, IBWA will indicate such intent to the Forest Service and the parties will work together in good faith using best efforts to reach an agreement for the project.
2. As agreed to on a project-by-project basis, participate in the planning, implementation and monitoring of projects developed under this MOU.
3. Meet periodically with IBWA to discuss and identify opportunities for mutually beneficial projects and activities to be conducted under this MOU.

D. IBWA MAY:

1. Identify water resource related projects of interest on Forest Service and non-Forest Service lands and convey this information to the Forest Service. If the Forest Service desires to work with IBWA as a cooperator on any identified project, the Forest Service will indicate such intent to IBWA and the parties will work together in good faith using best efforts to reach an agreement for that project.
2. As agreed to on a project-by-project basis, participate in the planning, implementation and monitoring of projects developed under this MOU.
3. Meet periodically with Forest Service to discuss and identify opportunities for mutually beneficial projects and activities to be conducted under this MOU.
4. Disseminate information and promote the results of projects and activities accomplished under this MOU to member organizations.

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

1. 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).
2. TERMINATION. Either party, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or IBWA from participating in similar activities with other public or private agencies, organizations, and individuals.
4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

James Sedell
 Interdeputy Water Coordinator
 USDA Forest Service
 201 14th Street, SW
 Washington, DC 20250
Phone: 202-205-0832
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IBWA Project Contact

Stephen Kay
 Vice President, Communications
 International Bottled Water
 Association
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 Alexandria, VA 22314
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Forest Service Administrative Contact

PJ Haar
 Grants and Agreements
 Coordinator
 USDA Forest Service
 PO Box 96090, RPE 706
 Washington, DC 20090-6090
Phone: 703-605-4776
FAX: 703-605-5100
E-Mail: phaar@fs.fed.us

5. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligating document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by

representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to IBWA of any contract or other agreement. Any contract or agreements for training or other services must fully comply with all applicable requirements for competition.

6. MODIFICATION. Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.
7. PRESS RELEASES: Any press releases that reference this MOU or the relationship established between the parties of this MOU shall have prior approval of both parties. This clause does not include internal communications with IBWA members, staff, or counsel.
8. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the last date shown below and expires three years later, at which time it is subject to review and renewal, or expiration.

THE PARTIES HERETO have executed this instrument.

USDA FOREST SERVICE

INTERNATIONAL BOTTLED WATER
ASSOCIATION

/s/ Dale N. Bosworth

/s/ Joseph K. Doss

DALE N. BOSWORTH
Chief
USDA Forest Service

JOSEPH K. DOSS
President
International Bottled Water Association

January 28, 2002

February 15, 2002

DATE

DATE

FS:S&PF:CF:Ksolari:12-17-01:bas:12-20-01&12-27-01:correspondence:
mou:IBWA_FS_MOU_12-01:edits/Ksolari:01-03:bas:01-03 & 01-04-02
Ksolari:01-15-02:bas:01-16-02:bas:rtn from S&PF:01-18-02:reroute to S&PF 01-18-02
Received signed from Chief 01-29-02