

**Forest Service Handbook
National Headquarters - Washington Office
Washington, DC**

**Forest Service Handbook 1509.11 – Grants, Cooperative Agreements, and Other Agreements
Handbook
Chapter 60 - Memorandum of Understanding**

Amendment: 1509.11-2009-1

Effective date: October 20, 2009

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Approved by: Charles L. Myers, Deputy Chief, OPS

Date approved: October 15, 2009

Responsible Staff:

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Superseded Document(s): 1509.11 Contents, Amendment 1509.11-95-1, April 21, 1995; 1509.11,0 Code Contents, Amendment 1509.11-95-1, April 21, 1995; 1509.11,0 Code, Amendment 1509.11-95-1, April 21, 1995; 1509.11,10 Contents, Amendment 1509.11-95-1, April 21, 1995; 1509.11_10-13, Amendment 1509.11-95-1, April 21, 1995; 1509.11_14-15, Amendment 1509.11-95-1, April 21, 1995; 1509.11,20 Contents, Amendment 1509.11-95-1, April 21, 1995; 1509.11_20, Amendment 1509.11-95-1, April 21, 1995; 1509.11, 30 Contents, Amendment 1509.11-95-1, April 21, 1995; 1509.11,30, Amendment 1509.11-95-1, April 21, 1995; 1509.11,40 Contents, Amendment 1509.11-95-1, April 21, 1995; 1509.11,40, Amendment 1509.11-95-1, April 21, 1995; 1509.11,50 Contents, Amendment 1509.11-95-1, April 21, 1995; 1509.11,50, Amendment 1509.11-95-1, April 21, 1995; 1509.11,60 Contents, Amendment 1509.11-95-1, April 21, 1995; 1509.11,60, Amendment 1509.11-95-1, April 21, 1995; id_1509.11-2008-1, July 07, 2008; 1509.11,70 Contents, Amendment 1509.11-95-1, April 21, 1995; 1509.11,70-73, Amendment 1509.11-95-1, April 21, 1995; 1509.11_72_ex. 01, Amendment 1509.11-2001-1, February 09, 2001; 1509.11,73,Ex. 01, Amendment 1509.11-95-1, April 21, 1995; 1509.11,73,Ex. 02-03, Amendment 1509.11-95-1, April 21, 1995; 1509.11,73,Ex. 04-17, Amendment 1509.11-96-1, April 15, 1996; 1509.11,73,Ex. 10, Amendment 1509.11-95-1, April 21, 1995; 1509.11,73,Ex. 11, Amendment 1509.11-95-1, April 21, 1995; 1509.11,73,Ex. 15, Amendment 1509.11-95-1, April 21, 1995; 1509.11,73,Ex. 16, Amendment 1509.11-95-1, April 21, 1995; 1509.11,75, Amendment 1509.11-96-2, April 15, 1996; id_1509.11-2008-2, July 07, 2008

Digest: Following is an explanation of the changes throughout the directive by section.

Zero Code: Removes chapter in its entirety.

03: Removes policy statements. Removes paragraph 1 and recodes to FSM 1580, section 1580.35. Removes paragraph 2 and 3 and recodes to chapter 10, section 13.71 and 13.72, respectively of this handbook. Removes paragraph 4 and recodes to chapter 10, section 13.83 of this handbook.

10: Removes chapter title and direction “Federal Financial Assistance” and recodes title and direction to chapter 20 of this handbook.

Establishes title “Grants & Agreements Administration” and recodes to this chapter relevant direction previously set out in chapters 10 through 60 of this handbook for the processes and procedures that are common to all FSM 1580 grants and agreements.

Removes preamble text. Reorganizes, revises, and sets forth new direction, and replaces the reference to “Grants and Agreements” with “G&A” throughout chapter.

Replaces all references to “Grants Coordinator” with “G&A specialist” and “Program Official” with “program manager.”

10.5: Adds new definitions for the following terms: “de-obligation,” “inherently governmental function,” and “vendor’s informed knowledge.”

11: Establishes code, caption, and sets forth new direction for “Ethics and FSM 1580 Instruments.”

12: Establishes code, caption, and sets forth new direction for “I-Web.”

13: Recodes to this section direction previously set out in FSH 1509.11, Zero Code.

Reorganizes and clarifies direction on Master and Supplemental Project Agreements and Regionwide Memorandum of Understanding.

Sets forth new direction on the Principle Purpose Test, Strawman prohibitions, Washington Office Master and Supplemental Participating or Challenge Cost-Share Agreements, and Master and Supplemental Agreement Formats.

14: Revises and clarifies direction for “Procedures for Initiating, Negotiating, Formatting, and Executing Instruments,” and sets forth new direction on the *Bona Fides* Needs Rule, agreement type alpha codes, agreement numeric codes for regions Budget Object Codes, and Grants and Agreements with Funding that Exceeds 1 Year.

Recodes to this direction previously set out in FSH 1509.11, Zero Code, on Federal Identifier Number.

15: Revises and clarifies direction for “Procedures for Administering Instruments,” such as project monitoring and ratifications.

16: Changes caption from “Procedures for Close-out of Domestic and International Grants or Cooperative Agreements” to “Procedures for De-obligation and/or Close-out of Instruments” And sets forth new direction for these procedures and instruments.

17: Recodes to this section direction previously set out in FSM 1580.7, “Grants & Agreements Certification.”

20: Removes chapter direction and title on “Exempted Agreements” and recodes title and direction to chapter 30 of this handbook. Recodes to this chapter direction which was previously set out in chapter 10 of this handbook. Changes chapter title from “Grants & Cooperative Agreements (Federal Financial Assistance)” to “Federal Financial Assistance (Grants and Cooperative Agreements).” Reorganizes and revises direction throughout the chapter. Refers to Grants and Agreements as G&A throughout chapter.

20.1: Adds cross-references to new authorities. Removes obsolete authorities including the “America the Beautiful Act of 1990;” “Youth Conservation Corps Act of 1970;” and the “National and Community Service Act of 1990.” Removes authorities that do not have a valid CFDA number, including: “National Agricultural Research, Extension, and Teaching Act of 1977;” “National Trails System Act;” “Wild and Scenic Rivers Act;” and the “Federal Noxious Weeds Act of 1974.”

Adds exhibit 01 which is a matrix on all current Forest Service authorities/programs with their respective CFDA numbers.

20.3: Establishes code and caption “Policy” and clarifies policy statements, including: uses of FFA, how to choose the appropriate instrument, better defining Grants and Cooperative Agreements (substantial involvement); principal investigators, Federal Assistance Award Data System (FAADS), Federal Funding Accountability and Transparency Act of 2006 (FFATA), Forest Service as recipient, information collections, yearend awards, Civil Rights requirements, and environmental assessments.

20.5: Establishes code and caption “Definitions” and adds definitions specific to Federal financial assistance.

21: Adds the authority “Appropriation through 2005 Omnibus Bill, Public Law 108-447; Public Law 108-148.”

22: Adds language on Catalog of Federal Domestic Assistance (CFDA) requirements for Federal financial assistance programs.

22.5: Adds guidance on the use of SF-424 Research and Related forms for research related Federal financial assistance.

29: Establishes code and caption “Samples.”

29.1 through 29.36: Establishes code and caption and sets forth exhibits for an International Grant Award Letter, a Cooperative Agreement Award Letter, Application Package, SF-424, SF-424a, SF-424b, AD-1047, AD-1052, and Project Narrative respectively.

30: Removes chapter direction and title on “Collections Agreements” and recodes title and direction to chapter 40 of this handbook.

Recodes to this chapter direction which was previously set out in chapter 20 of this handbook.

Changes chapter title from “Exempted Agreements” to “Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements.”

Reorganizes and revises direction throughout the chapter.

Removes direction on collection agreements and recodes direction to chapter 40 of this handbook.

Removes references to OMB exemptions.

Replaces the reference to “Grants and Agreements” with “G&A” throughout the chapter.

30.5: Establishes code and caption “Definitions” and adds definitions for “jurisdictional agency,” “OMB exempted agreements,” “protecting agency,” and “supporting agency.”

31: Establishes caption “Statutory Requirements and Formats” and sets forth new direction in this section for Cooperative Law Enforcement, Forest Road, and Cooperative Fire Agreements.

32: Establishes caption “Procedures for Initiating, Negotiating, Formatting, and Executing Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for initiating, negotiating, formatting, and executing these agreements

33: Establishes caption “Procedures for Administering Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for administering these agreements.

34: Establishes code and caption “Performance Reports and Monitoring for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for the reporting and monitoring these agreements.

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35: Establishes code and caption “Procedures for Evaluating, Negotiating, Formatting, and Executing Modifications for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for these agreement procedures.

36: Establishes code and caption “Terminations, Suspensions and Debarments, or Other Considerations for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for these agreement procedures.

37: Establishes code and caption “Procedures for Close-out for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for the close-out of these agreements.

38: Establishes code and caption “Audits and Site Visits for Cooperative Law Enforcement, Forest Road, and Fire Protection Agreements” and sets forth in this section new direction for the audits and site visits of these agreements.

39: Establishes code and caption “Samples.”

39.1 through 39.5: Establishes codes and captions and sets forth in these sections exhibits for FS-1500-8, FS-1500-8a, FS-1500-9, FS-1500-9a, and FS-1500-7, respectively.

40: Removes chapter title and direction on “Interagency and Intra-Agency Agreement” and recodes title and direction to chapter 50 of this handbook.

Recodes to this chapter direction and title “Collection Agreements” previously set out in chapter 30 of this handbook. Reorganizes, revises, and clarifies direction throughout chapter.

Refers to “Grants and Agreement” as “G&A” throughout the chapter.

40.1: Removes obsolete cross-reference to The Acceptance of Gifts Act of October 10, 1978.

40.3: Establishes code and caption and sets forth in this section new policy statements.

40.4: Establishes code and caption “Responsibility” and sets forth in this section direction for responsibilities for collection agreements

41: Removes obsolete direction and caption “General Discussion” and sets forth new direction and caption “Statutory Requirements and Formats.”

42: Removes obsolete direction and caption “Endorsement, Conflicts of Interest, and Solicitation” and recodes ethics direction to FSH 1580.

Recodes to this section direction and caption “Procedures for Initiating, Negotiations, Formatting, and Executing Collection Agreements” previously set out in section 33 of this

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handbook. Removes obsolete direction, revises, clarifies, and sets forth new direction for collection agreements.

43: Removes direction and caption “Procedures for Initiating, Negotiations, Formatting, and Executing Collection Agreements” previously set out in section 33 and recodes to section 42 of this handbook.

Recodes to this section direction previously set out in section 34. Changes caption from “Procedures for Administering Collection Agreements and Acceptance of Gifts and Donations” to “Procedures for Administering Collection Agreements.” Removes obsolete reference to procedures for acceptance of gifts and donations.

44: Removes direction and caption “Procedures for Administering Collection Agreements and Acceptance of Gifts and Donations” previously set out in section 34 and recodes to section 43 of this handbook.

Establishes caption “Performance Reports” and adds cross-reference to chapter 10.

45: Removes direction and caption “Procedures for Close-out of Collection Agreements (Contributions)” previously set out in section 35. Establishes caption “Procedures for Evaluating, Negotiating, Formatting, and Executing Modifications to Exempted Agreements” and sets forth new cross-references to this section.

46: Establishes code and caption “Terminations, Suspensions and Debarments, or Other Considerations” and sets forth new cross-references to this section.

47: Establishes code and caption “Procedures for Close-out of Collection Agreements” and sets forth new cross-reference to this section.

49: Establishes code and caption “Samples.”

49.1, 49.2, and 49.3: Establish codes and captions and sets forth in these sections exhibits for FS-1500-11, FS-1500-11a, and FS-1500-11b, respectively.

50: Removes chapter title and direction on “Memorandum of Understanding and Letters of Intent” and recodes title and direction to chapter 60 of this handbook.

Recodes to this chapter direction previously set out in chapter 40 of this handbook. Changes chapter title from “Interagency and Intra-Agency Agreement” to “Interagency Agreements.” Reorganizes, revises, and clarifies direction throughout chapter.

Removes obsolete direction on Intra-agency agreements from this chapter.

Refers to “Grants and Agreements” as “G&A” throughout chapter.

50.1: Adds new authorities: Service First, P.L. 106-291, Section 330 as amended by P.L. 109-54, Title IV, Section 428 and 7 USC 6915. Removes reference to 7 USC 2204a(2).

50.3: Establishes code and caption “Policy” and adds new policy statements.

50.5: Establishes code and caption “definitions” and sets forth definitions for new terms “buyer,” “interagency agreement,” and “seller.”

51: Changes caption from “General Discussion” to “Statutory Requirements and Formats.” Sets forth new direction for this section. Recodes to this section direction previously set out in section 42 of this handbook.

52: Removes caption and direction for “Requirements.” Recodes direction on requirements to section 51 of this handbook.

Recodes to this section caption and direction for “Procedures for Initiating, Negotiating, Formatting, and Executing Interagency Agreements” previously set out in section 43 of this handbook.

53: Removes caption and direction for “Procedures for Initiating, Negotiating, Formatting, and Executing Interagency and Intra-Agency Agreements” and recodes to section 52.

Recodes to this section direction previously set out in section 44, and changes caption from “Procedures for Administering Interagency or Intra-Agency Agreements” to “Procedures for Executing and Administering Interagency Agreements.”

54: Removes caption and direction for “Procedures for Administering Interagency or Intra-Agency Agreements” and recode direction to section 53 of this handbook.

Recodes to this section direction previously set out in section 45 of this handbook, and changes caption from “Procedures for Closeout of Interagency or Intra-Agency Agreements” to “Procedures for De-obligation and/or Close-out of Interagency Agreements.”

55: Establishes code, caption, and sets forth new direction for “Ratification” requirements.

59: Establishes code and caption “Samples.”

59.1 and 59.2: Establishes code and captions and sets forth in these sections exhibits for AD-672 and FS-1500-6, respectively.

60: Removes chapter title and direction “Other Agreements” and recodes title and direction to chapter 70 of this handbook. Recodes to this chapter direction which was previously set out in chapter 50 of this handbook. Changes chapter title from “Memoranda of Understanding and

Letters of Intent” to “Memorandum of Understanding.” Refers to “Grants and Agreements” as “G&A,” and reorganizes and revises direction throughout chapter.

69: Establishes code and caption “Sample MOU.”

69.1: Establishes code and caption and sets forth exhibit in this section for FS-1500-15.

70: Removes chapter title and direction and recodes direction to chapter 90 of this handbook. Recodes to this chapter direction which was previously set out in chapter 60 of this handbook. Changes chapter title from “Other Agreements” to “Partnership Agreements.” Recodes, reorganizes, and revises direction throughout chapter. Removes the preamble and replaces with chapter organizational information. Refers to grants and agreements as “G&A” throughout the chapter.

70.1: Adds cross-reference to the Wyden authority.

70.5: Establishes code and caption “Definitions” and sets forth definitions for new terms: “allocable cost,” “allowable cost,” “direct costs,” “indirect costs,” “in-kind contributions,” “mutual benefit,” “mutual interest,” “reasonable cost,” and “teaching and education.”

71: Removes obsolete direction and caption “General Discussion” and replaces with caption “Authorities by Agreement Type” and sets forth a list of all FSM 1580 Partnership Agreements with the applicable authorities.

72.4: Establishes code and caption “National Agricultural Research, Extension, and Teaching Policy Act of 1977” and sets forth new direction on International Joint Ventures. Revises and clarifies direction on Joint Ventures and Cost-Reimbursable Agreements.

78: Establishes code, caption, and sets forth new direction in this section on “Terminations, Suspensions and Debarments, or Other Considerations.”

79: Establishes code and caption “Samples.”

79.1 through 79.9: Establishes codes and captions and set forth in these sections exhibits for FS-1500-16, FS-1500-16c, FS-1500-16a, FS-1500-16b, FS-1500-10, FS-1500-10a, FS-1500-10b, FS-1500-14, FS-1500-14a, FS-1500-12, FS-1500-13, FS-1500-13a, FS-1500-13b, and FS-1500-13c, respectively.

80: Establishes chapter and title “Termination and Suspension and Debarment,” and sets forth new direction in this chapter for ending an agreement. Refers to grants and agreements as G&A throughout chapter.

90: Establishes chapter and recodes to this chapter direction previously set out in chapter 70 of this handbook. Changes chapter title from “Assurances and Standard and Discretionary Provisions” to “Standard and Discretionary Provisions and Assurances.” Revises entire chapter. Removes obsolete direction on provisions; revises and clarifies direction on international provisions; and sets forth new direction, form numbers, and examples for provisions. Refers to the term “grants and agreements” as “G&A” throughout the chapter.

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This chapter prescribes uniform administrative requirements applicable to all Forest Service Memorandum of Understandings (MOUs) with Federal, State, and local governments; educational institutions; private for-profit and nonprofit organizations; individuals; and foreign agencies and organizations. See FSM 1580.35 for direction on deviations from these requirements.

60.1 - Authorities

There are no specific legal authorities that dictate the contents or circumstances for using Memorandum of Understandings (MOUs). However, the underlying activities covered by an MOU must be authorized by laws or regulations governing Forest Service programs.

60.3 - Policy

1. Use an MOU whenever:
 - a. Programs or activities benefit from coordination with Federal agencies, domestic institutions and organizations, and foreign organizations and governments.
 - b. Duplicate efforts by the parties may be eliminated.
 - c. The extent or complexity of the coordination requires documentation.
2. An MOU may be used for appropriate international and domestic collaboration. Other instrument titles, other than "MOU," or "Memorandum of Understanding," may be used when the instrument originates from the cooperator and the intent of the instrument meets the conditions in this chapter.
3. Memorandum of Understandings are not a prerequisite to establish a funding agreement, but rather to establish a framework or larger relationship.
4. An MOU must not circumvent the intent of the Federal Advisory Committee Act of 1972, as amended. See FSM 1350.

60.4 - Responsibilities

In addition to the responsibilities listed in FSM 1580.4, it is the responsibility of the Washington Office, Director of Acquisition Management to ensure that all servicewide master MOUs are issued at the Washington Office level and posted on the Washington Office G&A Web site. Refer to the Signatory Reference in the FSM 1580.44 for signatory authority.

Washington Office national program managers are responsible for initiating servicewide MOUs and modifications to servicewide MOUs. All servicewide master MOUs must be issued at the

Washington Office level and made available in electronic format on the Washington Office G&A Web site, and attached to the I-Web record. See section 12 of this handbook.

61 - Statutory Requirements and Formats

61.1 - General Requirements

1. Use a Memorandum of Understanding (MOU) to document a framework for cooperation between the Forest Service and other parties for carrying out their separate activities in a coordinated and mutually beneficial manner where nothing of value transfers between parties. This is often viewed as a "gentleman's agreement." Each party directs its own activities, uses its own resources and funding, and does not expect any deliverable by any party.
2. A servicewide master MOU may be used to provide, in general terms, for a framework of coordination and identification of a relationship between two or more parties. Issuance of a servicewide master MOU precludes the necessity for issuing separate regionwide or areawide MOUs with the same organization, helping to reduce duplication.
3. An MOU may not be used to exchange (or authorize) funds, property, services, or anything of value. Under an MOU, each party directs its own activities and uses its own resources.
4. If funding for specific projects is contemplated as a result of the relationship established by an MOU, grants, cooperative agreements, challenge cost-share or participating agreements, contracts, or purchase orders, and so forth, must be independently authorized under a separate funding instrument utilizing a specific authority. An MOU does not convey authority for noncompetitive procurement or circumvention of: personnel, Government Printing Office, property regulations, or any other Federal requirements.
5. Care should be taken to avoid language in an MOU that may be construed as committing the Forest Service to future projects or any future obligation. Examples of inappropriate language include such phrases as "the parties will jointly fund," or "the Forest Service will provide technical assistance." No language should be construed as committing the Forest Service to an enforceable contract and/or agreement, or exchange funds or resources.
6. Care should also be taken to avoid language that establishes new programs or initiatives not authorized by Congress.

7. Each MOU must contain an expiration date of no more than 5 years from the date of execution. Circumstances may exist that make it impracticable for a term limited to 5 years. In these circumstances, program managers shall provide a written justification explaining the need for a term exceeding 5 years. The written justification must be placed in the official file.

8. All agreements with international recipients as defined by Title 22, Code of Federal Regulations, section 181.2 (22 CFR 181.2), implementing Title 1, United States Code, sections 112a and 112b (the Case-Zablocki Act) do not constitute international agreements within the meaning of the Act or require State Department review. Each of the criteria in 22 CFR 181.2 must be met in order for an undertaking to constitute an international agreement. Program managers shall forward MOU proposals to International Programs for review and, if necessary, International Programs may require additional review steps, including review by the U.S. State Department.

9. Memorandum of Understandings should be reviewed periodically to validate their continued need.

61.2 - Type of Work

61.21 - Permissible Work

See section 66 for a sample MOU. Following is a list of permissible or prescribed work. This is not an all-inclusive list.

1. A Memorandum of Understanding (MOU) between the Forest Service, Bureau of Land Management (BLM), and the Klamath County Commissioners to establish a cooperative relationship to enhance public knowledge of recreational activities in the local area.
2. An MOU with Nicolet University to establish a cooperative relationship to enhance public knowledge of neotropical migratory birds.
3. An MOU with a State wildlife agency identifying them as a Cooperating Agency under the NEPA process for a specific Forest Service project.

61.22 - Non-Permissible Work

Following are examples of prohibited MOUs. This is not an all inclusive list.

1. An MOU with Sand County and BLM committing the Forest Service and BLM to a yearly acreage of 3,000 to be harvested for biomass productions at the local saw mill.

2. An MOU with ABC Snowmobile Club to perform snowmobile trail grooming across XYZ National Forest.
3. An MOU between forest staff areas (for example, supervisor's office and district office; Albuquerque Service Center and XYZ Forest; ABC Forest and XYZ Forest, and so forth).

61.23 - Non-1580 Memorandum of Understandings

Following are examples of Memorandum of Understandings (MOUs) that are prescriptive in nature, in that they contain formats and clauses that are mandated by other direction or regulation. Grants & Agreement staff does not review this type of memorandum of understanding. This is not an all-inclusive list.

1. State Historic Preservation Office (SHPO) citing Title 36, Code of Federal Regulations, part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Interconnectivity Security Agreements (ISA) citing National Institute of Standards and Technology (NIST 800-47).
3. Agreements entitled "MOU" or "MOA" that are not in compliance with the requirements established in this chapter.

61.3 - Form of Agreement

Execute a Memorandum of Understanding (MOU) by using the following formats:

1. Narrative Format. When a Forest Service office originates the MOU, a narrative format must include a statement that describes the basis for the cooperation in descriptive terms and any separate actions to be taken by each party. Use FS-1500-15 (see 66.1) and comply with the requirements in FSH 1509.11, section 14.3.
2. Another Party's Format. If another party originates the MOU, then the format proposed by that party may be honored so long as it clearly documents the required elements in FSH 1509.11, section 14.3 and the purpose intended. Additionally, the cooperator's format must reasonably convey the intent of all required MOU provisions described in FSH 1509.11, chapter 90. The parties must ensure that the Forest Service is not obligated in any way to the other party.

62 - Procedures for Initiating, Negotiating, Formatting, and Executing Memorandum of Understanding

A Memorandum of Understanding (MOU) may be executed with others where the Forest Service and the other party(s) share mutual interests and wish to document a framework for cooperation.

62.1 - Initiating Memorandum of Understandings

Either party may initiate the process for developing a Memorandum of Understanding (MOU). Evaluate the potential relationship for conflict of interest or other ethical considerations. If a conflict of interest or potential for a conflict of interest exists, or there are ethical violations, contact the initiator and notify them that an MOU may not be developed. An MOU must not be developed with any initiating party if it is not in the best interest of the Forest Service.

When an MOU is proposed, each party should clearly identify and document the methods of coordination and types of activities contemplated in the relationship. Generally, MOUs cover broad areas of similar activities each party is currently performing. Contemplated, individual projects may be identified, so long as there is a clearly stated requirement that these projects must be independently authorized and documented with a separate and appropriate instrument and statutory authority.

62.2 - Negotiating Memorandum of Understandings

Each party is free to negotiate the terms or conditions presented by the other party, so long as it is consistent with the Forest Service mission. When agreement between the parties is reached, develop and execute the Memorandum of Understanding (MOU). The G&A specialist may be involved in initiating and negotiating the MOU.

62.3 - Formatting Memorandum of Understandings

See section 61.3 for more information.

62.4 - Executing Memorandum of Understandings

Follow guidance in section 14.4 of this handbook.

63 - Procedures for Administering Memorandum of Understanding

63.1 - Official File

Follow guidance in section 15.1 of this handbook.

63.2 - Modifications to Memorandum of Understanding

Follow guidance in section 15.7 of this handbook.

64 - Procedures for Close-out of Memorandum of Understanding

As evidence of the need to close-out an MOU, the program manager should provide one of the following:

1. A copy of the expired agreement,
2. A written notification of the MOU's expiration date (for example, an email) and a request to close the MOU, or
3. A verbal notification to the G&A specialist.

65 - Terminations

See chapter 80 of this handbook.

69 - Sample MOU

69.1 – FS-1500-15 Memorandum of Understanding Sample

69.1 - Exhibit 01

FS-1500-15 Memorandum of Understanding Sample



USDA Forest Service

OMB 0596-0217

FS-1500-15

FS Agreement No. 08-MU-11091313-009

MEMORANDUM OF UNDERSTANDING
Between The
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
And The
GREAT LAKES INDIAN FISH & WILDLIFE COMMISSION
And The
U.S. FOREST SERVICE,
CHEQUAMEGON-NICOLET NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Wisconsin Department of Natural Resources, hereinafter referred to as DNR, the Great Lakes Indian Fish & Wildlife Commission, hereinafter referred to as GLIFWC, and the U.S. Forest Service, Chequamegon-Nicolet National Forest, hereinafter referred to as the Forest Service.

Title: American Marten Supplemental Stocking Project

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to guide the supplemental stocking of American Marten (*Martes Americana*) on the Chequamegon-Nicolet National Forest, to improve the current American marten populations within the State of Wisconsin and in that portion of the Ceded Territory, in accordance with the following provisions.

69.1 - Exhibit 01--Continued



USDA Forest Service

OMB 0596-0217

FS-1500-15

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The DNR, GLIFWC, and the Forest Service all have a desire to conduct supplemental stocking of the American Marten in a coordinated manner. The American Martin was once native in the Chequamegon-Nicolet National Forest in northern Wisconsin and was subsequently reintroduced. The parties are all interested in the continued preservation of the American Marten population

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

III. THE DNR SHALL:

- A. Participate on the “American Marten Supplemental Stocking Project Team”. This team is established to prepare a project plan that identifies pre-planning needs, and translocation and subsequent monitoring approaches as endorsed and adjusted over time.
- B. Oversee the DNR Marten Advisory Team and discuss, adjust, and review any supplemental stocking project plan to ensure biological integrity of the plan and ensure consistency with the revised DNR Marten Management Plan.
- C. Provide Agency leadership to a “Guidance Committee” to obtain comment and approval from their respective organizations for the project plan, and to recommend solutions to issues that cannot be resolved at the Project Team or Advisory Committee level for project plan development or implementation.

IV. THE GLIFWC SHALL:

- A. Participate on the “American Marten Supplemental Stocking Project Team”. This team is established to prepare a project plan that identifies pre-planning needs, and translocation and subsequent monitoring approaches as endorsed and adjusted over time.
- B. Coordinate with the DNR Marten Advisory Team and discuss, adjust, and review any supplemental stocking project plan to ensure biological integrity of the plan within the framework of the revised DNR Marten Management Plan.

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- C. Provide Agency leadership to a “Guidance Committee” to obtain comment and approval from their respective organizations for the project plan, and to recommend solutions to issues that cannot be resolved at the Project Team or Advisory Committee level for project plan development or implementation.

V. THE FOREST SERVICE SHALL:

- A. Participate on the “American Marten Supplemental Stocking Project Team”. This team is established to prepare a project plan that identifies pre-planning needs, and translocation and subsequent monitoring approaches as endorsed and adjusted over time.
- B. Coordinate with the DNR Marten Advisory Team and discuss, adjust, and review any supplemental stocking project plan to ensure biological integrity of the plan within the framework of the revised DNR Marten Management Plan.
- C. Provide Agency leadership to a “Guidance Committee” to obtain comment and approval from their respective organizations for the project plan, and to recommend solutions to issues that cannot be resolved at the Project Team or Advisory Committee level for project plan development or implementation.

VI. 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:

DNR Program Contact	GLIFWC Program Contact
Name: Jim Woodford, Cons Biologist Address: 107 Sutliff Ave City, State, Zip: Rhinelander, WI 54501 Telephone: 715-365-8856 FAX: 715-365-8932 Email: jim.woodford@wisconsin.gov	Name: Jonathan Gilbert Address: PO Box 9 City, State, Zip: Odanah, WI 54861 Telephone: 715-622-6619 FAX: 715-682-9294 Email: jgilbert@glifwc.org

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Principal Forest Service Contacts:

Forest Service Program Contact	Forest Service Administrative Contact
Name: Daniel Eklund, Biologist Address: 1170 4 th Ave City, State, Zip: Park Falls, WI 54452 Telephone: 715-762-5194 FAX: 715-762-5179 Email: deklund@fs.fed.us	Name: Pam Wiese Address: 68 S. Stevens St City, State, Zip: Rhinelander, WI 54501 Telephone: 715-362-1168 FAX: 715-362-1188 Email: pwiese@fs.fed.us

- B. **NON-LIABILITY.** The Forest Service does not assume liability for any third party claims for damages arising out of this MOU.
- C. **NOTICES.** Any communications affecting the operations covered by this agreement given by the Forest Service or the Cooperator is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To Cooperator, at the Cooperator'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 Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. **ENDORSEMENT.** Any Cooperator contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of the Cooperator'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

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manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- H. 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 excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- I. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- J. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the 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 the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- K. 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.

Forest Service Handbook 1509.11 – Grants, Cooperative Agreements, and Other Agreements Handbook
Chapter 60 - Memorandum of Understanding
Amendment: 1509.11-2009-1
Effective date: October 20, 2009

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- L. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2012 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- M. 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.

JAMES ROSE, Director	Date
Wisconsin Department of Natural Resources	

MARY HOWARD, Director	Date
Great Lakes Indian Fish & Wildlife Commission	

JEANNE M. HIGGINS, Forest Supervisor	Date
U.S. Forest Service, Chequamegon-Nicolet National Forest	

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

PAM WIESE	Date
U.S. Forest Service Grants & Agreements Specialist	

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