

<i>FOREST SERVICE NO.</i>	<i>02-SMU-132000-03</i>
<i>THE NATURE CONSERVANCY</i>	

MASTER MEMORANDUM OF UNDERSTANDING
between
The Nature Conservancy
and the
United States Department of Agriculture
Forest Service

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between THE NATURE CONSERVANCY (“CONSERVANCY”) and the United States Department of Agriculture, FOREST SERVICE (“FOREST SERVICE”). It replaces 91-SMU-007.

I. AUTHORITY

Under the provisions of the by-laws and other governing documents for the CONSERVANCY, and under the provisions of the following for the FOREST SERVICE: P. L. 86-517, Multiple-Use, Sustained-Yield Act (16 U.S.C. 1600 et seq.), P. L. 95-307, Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. 1641 et seq.), National Agricultural Research, Extension and Teaching Act of 1977, as amended by The Food Security Act of 1985 (7 U.S.C. 3318), Granger-They Act of April 24, 1950 (16 U.S.C. 572) Section 5., and Cooperative Forestry Assistance Act of 1978 as amended (16 U.S.C. 2101-2114, P. L. 95-9-313 and The International Forestry Cooperation Act of 1990 (16 U.S.C 4501, P.L. 101-513). This Agreement is without prejudice to other existing or potential agreements between the FOREST SERVICE and the CONSERVANCY including the Master Memorandum of Understanding between The Nature Conservancy and the USDA Forest Service (1991).

II. PURPOSE

The purpose of the MOU is to provide a framework for cooperation and coordination between the CONSERVANCY and THE FOREST SERVICE in achievement of the mutual goals. Cooperation and coordination may involve a wide range of activities, including, but not limited to, the following: 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.

III. STATEMENT OF MUTUAL INTEREST AND BENEFIT.

Both the 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 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 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.

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It is the desire of both parties to cooperate fully with each other, including exchange of personnel and other resources, 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

IV. THE CONSERVANCY SHALL

1. Cooperate fully with the FOREST SERVICE in carrying out the projects and other collaboration which the parties thereto provide support.
2. Enter into specific agreements or contracts to accomplish agreed upon work projects.
3. Meet annually or as required with representatives of the FOREST SERVICE to strategically plan collaboration and negotiate guidelines for project proposals to meet the purposes of this MOU.
4. As determined by specific agreement, provide support for the implementation of projects that further the 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.

V. THE FOREST SERVICE SHALL

1. 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.
2. Cooperate with the 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. Enter into specific agreements or contracts to accomplish agreed upon work projects.
4. 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.

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5. Meet annually or as needed with representatives of the CONSERVANCY to develop collaborative strategic plans and discuss and reach agreement on guidelines for the project proposals to meet the purposes of this MOU.

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

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument 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.
4. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through December 31, 2006 at which time it will expire unless extended.
5. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, by providing 60 days written notice.
6. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Contact	TNC Contact
Jerilyn Levi	John Humke
Forest Service Liaison	Director of Agency Relations
201 14 th Street, SW (P.O. Box 96090)	206 Broadway Suite 230
Washington, DC 20024 (PO Box 20090)	Boulder, Co 80302
Phone: 202-205-1041	Phone: 303-541-0357
FAX: 202-205-1096	FAX: 303-449-4329
E-Mail:jlevi@fs.fed.us	E-Mail:jhumke@tnc.org

7. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds 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 the cooperator of any contract or other agreement.

THE PARTIES HERERTO have executed this instrument.

THE NATURE CONSERVANCY

USDA FOREST SERVICE

/s/ Steven J. McCormick

/s/ Dale Bosworth

STEVEN J. MCCORMICK
 President
 The Nature Conservancy

DALE BOSWORTH
 Chief
 U.S. Department of Agriculture
 Forest Service