

SERVICE-WIDE MEMORANDUM OF UNDERSTANDING
between
NatureServe
and the
United States Department of Agriculture
FOREST SERVICE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and Forest Service (“U. S. FOREST SERVICE”).

I. AUTHORITY

Under the provisions of the by-laws and other governing documents for NATURESERVE, and under the provisions of the following for the U. S. 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-Thye 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, The International Forestry Cooperation Act of 1990 (16 U.S.C 4501, P.L. 101-513), Endangered Species Act of 1973 (87 Stst. 884, as amended: 16 U.S.C. 1531), Federal Cave Resources Protection Act of 1988 (16 U.S.C. 4301-4309), P.L. 100-691, and Volunteers in the National Forest Act of 1972 (16 U.S.C. 558a-558d) P.L. 92-300. This Agreement is without prejudice to other existing or potential agreements between the U. S. FOREST SERVICE and NATURESERVE.

II. PURPOSE

The purpose of the MOU is to provide a framework for cooperation and coordination between NATURESERVE and the U. S. 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, monitoring, data acquisition, data management, data exchange, development of data collection and delivery tools, disseminating data, conservation planning services, and other scientific and management activities necessary to conserve fish, wildlife, plants, vegetation, watersheds, and ecological systems critical to sustaining biological diversity. A framework for cooperation and coordination is especially needed in the area of threatened, endangered, and imperiled plant and animal species, invasive species, vegetation types, and ecological systems of exceptional conservation value.

III. STATEMENT OF MUTUAL INTEREST AND BENEFIT.

Both NATURESERVE and the U. S. FOREST SERVICE have responsibilities for and interests in the preservation, conservation, and management of biological diversity.

The U. S. 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. The U. S. FOREST SERVICE is responsible for managing habitat to maintain viable populations of plants and animals on the 193 million acres of national forests and national grasslands in 44 states, Puerto Rico, and Virgin Islands and in acquiring, developing, and disseminating up-to-date information on threatened, endangered, sensitive, and candidate species' status, distributions, population trends, ecology, conservation needs, and stewardship, which is essential to the U. S. FOREST SERVICE in order to accomplish needed management to conserve these natural resources. The U. S. FOREST SERVICE accomplishes these mandates in part by utilizing the vast and up-to-date national and international imperiled species and community data maintained by NATURESERVE and its network of natural heritage programs. These data are essential to effectively manage the national forests and grasslands. The U. S. FOREST SERVICE strives to restore, maintain, and enhance populations and habitats for over 422 species of plants and animals listed under the Endangered Species Act as threatened or endangered, and provides special management for over 2,900 plant and animal species designated by the U. S. FOREST SERVICE as sensitive species. Management of these vulnerable components and links in the biodiversity chain is crucial to implementing the U. S. FOREST SERVICE mission for land and resource management. The U. S. 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.

NATURESERVE is a non-profit organization dedicated to providing the scientific knowledge that forms the basis for effective conservation action. With its network of 82 state, regional, provincial, and national member programs, NATURESERVE occupies a unique niche in the spectrum of conservation organizations. NATURESERVE has established themselves as a respected leader in the development of scientific standards and methodologies upon which biological diversity data are systematically collected, analyzed, and interpreted for conservation applications. NATURESERVE has amassed, and continues to maintain and expand, the most comprehensive set of data in the Western Hemisphere on ecological systems and biotic communities, and imperiled and at risk species. NATURESERVE has acquired and developed powerful information technology tools that facilitate management, analysis and distribution of information critical to influencing land management and conservation actions. The core capabilities NATURESERVE brings to the marketplace are both enabled by and leveraged through the more than 800 people comprising the NATURESERVE network, including hundreds of experts in the field of biodiversity conservation.

NATURESERVE is well known for the development and application of ecological classification and mapping standards to guide resource inventory, conservation assessment, and planning.

The U.S. National Vegetation Classification System, initially developed by NATURESERVE, its natural heritage member programs, and The Nature Conservancy, has become the authoritative standardized classification of existing vegetation in the United States. This multi-level hierarchical classification provides a systematic way of describing the vegetative diversity of landscapes and terrestrial ecological systems. It fills the need for national and international classification standards for vegetation, while allowing for classification at a multiple levels of detail. This classification system is broadly used for regional and national projects by state and federal agencies. For example, extensive effort by the Forest Inventory and Analysis Program

(FIA) has been directed toward utilizing this classification for tracking trends in the Nation's forests. With assistance from the U. S. FOREST SERVICE, the classification has recently gone through major revisions to further increase its utility to land managers. The Federal Geographic Data Committee (FGDC) endorsed this approach in 1997 as the accepted standard to be used by all U.S. federal agencies, and in 2008 reaffirmed this support for new revisions and maintenance of this classification. Currently, the FGDC Vegetation Classification Subcommittee, co-chaired by the U. S. FOREST SERVICE and NATURESERVE, work with the Vegetation Panel of the Ecological Society of America, coordinate to advance this classification standard.

NATURESERVE and its Natural Heritage member programs have also developed a standardized classification of upland and wetland ecological systems across the United States and Latin America that is directly linked to the federal vegetation standard. Terrestrial ecological systems define recurrent pattern of vegetation integrated with biophysical settings to describe the composition, structure, and dynamics of terrestrial ecosystems; with some 750 units occurring throughout the United States. Terrestrial ecological systems represent a practical approach to ecological classification when resource managers require not only a description of existing vegetation, but also need to understand vegetation succession, natural disturbance regimes, and spatially complex patterns that define many wildlife habitats. Ecological systems form the basis for current national mapping for wildlife habitat assessment by the USGS Gap Analysis Program. They also form the basis for wildfire regime modeling and mapping nationwide by the inter-agency LANDFIRE effort; for which the U. S. FOREST SERVICE plays a leadership role.

NATURESERVE has advanced methods for gauging ecological integrity in a wide range of natural and managed environments. Working with US EPA, the Army Corps of Engineers, U. S. FOREST SERVICE, the National Park Service, and private forest industry, NATURESERVE has developed a framework to identify indicators of ecological condition, then using these indicators as the focus for ecological management, restoration, mitigation, and monitoring.

NATURESERVE and its Natural Heritage member programs are currently developing a standard for the inventory and classification of coastal/marine systems. These standards are developed for application to regional diversity status assessments, and the subsequent identification of priority sites for protection and restoration.

NATURESERVE also works collaboratively with public and private agencies, academia, and the technology community to develop and implement decision-support systems to help communities and organizations across the nation integrate biodiversity into their land use planning decisions. These software applications integrate current biodiversity data, physical geographic information, and other relevant data to guide local and regional assessments and land use decisions. This software helps planners understand the biological and ecological values of their jurisdictions, see the impacts of proposed land use decisions, and identify areas appropriate for conservation and development; and applies directly to the needs of national forest planners

NATURESERVE and its Natural Heritage member programs are also developing critical information on the biology and ecology of the most invasive plant and animal species in the United States.

The U. S. FOREST SERVICE and NATURESERVE have a successful 30-year history of cooperation, and desire to continue to work on a broad range of cooperative projects in areas of mutual interest. During this period of cooperation and collaboration the U. S. FOREST SERVICE and NATURESERVE have accomplished many projects including but not limited to:

- Updates of species conservation status assessments and life history and management information for U. S. FOREST SERVICE species of concern and species of interest.
- Development of databases and distribution of data.
- Reporting on the status and trends of the nation's forest resources.
- Standardized inventory of the nation's forest resources.
- Monitoring forest status, health and productivity
- Compliance with the Montreal Process regarding Sustainable Forestry Criteria and Indicators.
- Leadership for the FGDC Subcommittee on Vegetation Information and Classification Standards.
- Linking FIA sample data to the national vegetation classification for tracking the nations forest resources
- Classification, modeling, and mapping terrestrial ecological systems and wildlife conditions nationwide.
- Assessing impacts of invasive, non-native plants on native species.
- Assessing impacts to terrestrial wildlife from future climate change.
- Supporting the U. S. FOREST SERVICE's requirement to assess the status of renewable natural resources as mandated by the Forest and Rangeland Renewable Resources Planning Act by analyzing geographic patterns of federally listed species.
- Supporting an assessment of risk to watershed condition for the 10-digit watersheds with land managed by the U. S. FOREST SERVICE.
- Further development and implementation of NATURESERVE Explorer.

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 of habitats and ecosystems and the conservation of biological diversity through cooperative efforts including, but not limited to:

1. Development and documentation of standard methods and protocols to support the assessment and implementation of conservation and resource management initiatives;
2. Completion of inventories, assessments, surveys, and tools to support the mapping, monitoring, management, recovery and restoration of biological and ecological resources of concern;
3. Development, management and analysis of data to strengthen the full network of potential data sources for biological diversity, wildlife, fish and plant resource information;
4. Development and implementation of aquatic ecosystem, vegetation and terrestrial ecosystem classification and mapping standards, approaches, and map products to document conditions and allow comparisons across regional boundaries, thus providing essential information evaluating changing land cover over time and anticipating potential ecological impacts;

5. Development and analysis of information regarding the status, locations, trends and threats for species, communities and ecological systems that occur or have the potential to occur on U. S. FOREST SERVICE lands;
6. Development and analysis of information regarding invasive species that occur or have the potential to occur on U. S. FOREST SERVICE lands;
7. Development and analysis of information regarding the effects of natural disturbances such as fire, flood, draught, etc. on terrestrial and aquatic ecosystems and/or species of interest;
8. Development and analysis of information regarding the effects of climate change on vegetation communities and/or species of interest;
9. Demonstration and development of innovative data management and analysis practices, including those that facilitate conservation and sustainable management of forests, parks, watersheds and protected areas; prevention and control of invasive species, use of prescribed fire, grazing, recreation use, eco-tourism, and conservation of ecosystems of exceptional conservation value;
10. Development of technologies and tools that enhance the ability of governments, scientists, and NGOs to better understand, document, and manage biodiversity;
11. Identification of special conservation and management areas, (for example Research Natural Areas and Special Interest Areas);
12. Entering into grants and agreements;
13. Production of reports, abstracts and other materials;
14. Providing input to natural resource planning including development, revision, and maintenance of National Forest Plans;
15. Assistance to and partnerships with foreign, state and tribal governments, private landowners, communities, and other non-governmental organizations;

IV. NATURESERVE SHALL

1. Enter into specific agreements or contracts to work with the U. S. FOREST SERVICE, including data license agreements when applicable, in carrying out projects and other collaborations and to accomplish agreed upon work projects.
2. Meet annually or as necessary with representatives of the U. S. FOREST SERVICE to identify strategic areas for collaboration and develop project proposals to meet the purposes of this MOU.
3. Coordinate the acquisition, management and distribution of biological diversity data and/or participate on biological assessments with the U. S. FOREST SERVICE.

V. THE U. S. 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 U. S. FOREST SERVICE official.
2. Cooperate with NATURESERVE and its network of Natural Heritage programs 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, conservation projects.

3. Enter into specific agreements with NATURESERVE, including data license agreements when applicable, to accomplish agreed upon work projects and collaborations.
4. Consistent with Forest Plans and other U. S. FOREST SERVICE direction, provide leadership and share information across landownership boundaries for assessments and to support planning, decisions, implementation and monitoring of projects or administrative studies undertaken pursuant to this MOU.
5. Meet annually or as needed with representatives of NATURESERVE to develop collaborative strategic plans and discuss and reach agreement on 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 U. S. FOREST SERVICE under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552) except for data provided under a data license agreement which would then be subject to any conditions stated in such agreement.
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the U. S. FOREST SERVICE or NATURESERVE from participating in similar activities with other public or private agencies, organizations, and individuals. Both parties recognize that other agreements between the U. S. FOREST SERVICE and NATURESERVE and its Natural Heritage member programs may already exist or may be developed at the state or tribal level. This agreement in no way supersedes any such state or tribal-level agreement. The U. S. FOREST SERVICE and NATURESERVE support the development of strong partnerships between our organizations at the local, state, and tribal level.
3. COMMENCEMENT/EXPIRATION DATE. This MOU takes effect upon the signature of the U. S. FOREST SERVICE and NATURESERVE 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 U. S. FOREST SERVICE or NATURESERVE and the subsequent written concurrence of the other(s). Either the U. S. FOREST SERVICE or NATURESERVE may terminate this MOU with a 60-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The U. S. FOREST SERVICE and NATURESERVE 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.
5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

U. S. FOREST SERVICE Contact	NATURESERVE Contact
Larry Stritch	Leslie Honey or Dennis Grossman
USDA U. S. FOREST SERVICE, RGE Staff 3S	NATURESERVE
Stop Code 1103	1101 Wilson Blvd. 15 th Floor
1400 Independence Avenue, SW	Arlington, VA 22209
Washington, DC 20250-1121	
Phone: 202-205-1279	Phone: 703-908-1858
FAX: 202-205-1096	FAX: 703-908-1917
E-Mail: lstritch@fs.fed.us	E-Mail: leslie_honey@natureserve.org

6. 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.

7. 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.

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 agreement.

THE PARTIES HERERTO have executed this instrument.

NATURESERVE

U.S. FOREST SERVICE



MARY KLEIN
President & CEO
NatureServe

ABIGAIL R. KIMBELL
Chief
U.S. Department of Agriculture
Forest Service

Date: 3/13/09

Date: 5/1/09

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

/s/ Karen M. Holiday 9/16/2008
Karen M. Holiday DATE
FS Agreements Coordinator