



FS Agreement No. 14-SU--11-132420-183
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
NatureServe
And The
USDA, FOREST SERVICE
WASHINGTON OFFICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the NatureServe, hereinafter referred to as “NatureServe,” and the USDA, Forest Service, Washington Office, hereinafter referred to as the “U.S. Forest Service.”

Background: NatureServe and the Forest Service established a framework for cooperation and coordination for the protection, conservation, and management of rare plant and animal species and rare plant communities as established in a service-wide memorandum of understanding (08-SU-1 I 132421-299) entered into by NatureServe and Forest Service in 2009. This memorandum of understanding will expire May 1, 2014. Therefore the parties decided to enter into a new service-wide memorandum of understanding.

Title: Service-Wide Memorandum of Understanding Between NatureServe and U.S. Forest Service

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to provide a framework for cooperation and coordination between NATURESERVE and the U. S. FOREST SERVICE in achievement of 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; in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

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 more than 80 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, chaired by



the U.S. FOREST SERVICE works with NATURESERVE and 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 interagency 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 Vegetation Subcommittee.
- Linking FIA sample data to the national vegetation classification for tracking the nation's 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-



- 10. 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.

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

III. NATURESERVE SHALL:

- A. Collaborate on entering into agreements or contracts 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.
- B. 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.
- C. Collaborate on coordination of acquisition, management and distribution of biological diversity data and/or participation in biological assessments in collaboration with the U.S. FOREST SERVICE.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Where deemed appropriate 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.
- B. Cooperate with NATURESERVE and its network of Natural Heritage programs when 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.
- C. Collaborate on establishing specific agreements with NATU RESERVE, including data license agreements when applicable, to accomplish agreed upon work projects and collaborations.
- D. 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.

E. 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.

V. 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 agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Nancy Benton Address: 4600 N. Fairfax Dr., 7th Fl. City, State, Zip: Arlington, VA 22203 Telephone: 703-908-1886 FAX: 703-229-1670 Email: nancy_benton@natureserve.org	Name: Courtney Ravert Address: 4600 N. Fairfax Dr., 7th Fl. City, State, Zip: Arlington, VA 22203 Telephone: 703-908-1872 FAX: 703-229-1670 Email: Courtney_ravert@natureserve.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Larry Stritch Address: 146 Edward Drive City City, State, Zip: Martinsburg, WV 25404 Telephone: 304-274-6947 Email: lstritch@fs.fed.us	Name: Altonia Matthews Address: 201 14th Street, SW City, State, Zip: Washington, DC 20250 Telephone: 202-205-0892 Email: amatthews@fs.fed.us

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement NatureServe acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If NatureServe fails to comply with these provisions, the U.S.



Forest Service will annul this agreement and may recover any funds NatureServe has expended in violation of sections 433 and 434.

- C. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NatureServe is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

To NatureServe, at NatureServe'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 U.S. Forest Service or NatureServe from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. **ENDORSEMENT.** Any of NatureServe's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of NatureServe's products or activities.
- F. **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable laws.

Comment [s1]: 's.' - This seemed to be missing.



Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NatureServe to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. 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 exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- K. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NatureServe shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- L. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NatureServe shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)



To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

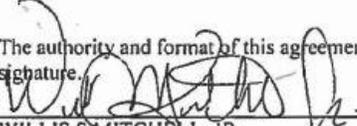
"This institution is an equal opportunity provider."

- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEBARMENT AND SUSPENSION. NatureServe shall immediately inform the U.S. 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 NatureServe or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- O. 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.
- P. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through May 1, 2019 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- Q. 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.

 15 April 2014
MARY KLEIN, President & CEO Date
NatureServe

THOMAS L. TIDWELL, Chief Date
U.S. Forest Service

The authority and format of this agreement have been reviewed and approved for signature.

The authority and format of this agreement have been reviewed and approved for signature. 
WILLIS S MITCHELL, JR. 4/8/14
U.S. Forest Service Grants Management Specialist Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.