SERVICEWIDE MEMORANDUM OF UNDERSTANDING BETWEEN THE WILDLIFE MANAGEMENT INSTITUTE AND UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE

This SERVICEWIDE MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Wildlife Management Institute, hereinafter referred to as WMI, and United States Department of Agriculture Forest Service, hereinafter referred to as the Forest Service.

This MOU supersedes and replaces Memorandum of Understanding, (98-SMU-185), as executed by the parties on March 28, 1999.

A. PURPOSE:

The purpose of this MOU is to establish a framework for cooperation and coordination between the Forest Service and WMI. This framework provides for joint planning opportunities and implementation of mutually beneficial projects, programs and activities that achieve a goal of advancing public knowledge of wildlife and its use, and good stewardship of wildlife resources.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is responsible for management of the National Forests and Grasslands, comprising 193 million acres across 44 States. The Forest Service is dedicated to ensuring the sustainability of the Nation's natural resources, including fish and wildlife, and the habitats and upon which they depend. Increasing the public's knowledge, awareness and appreciation of our nation's natural resources is an agency priority and shared national vision with our partners.

The Forest Service accomplishes much of its work through cooperative partnerships developed throughout all four branches of the agency: the National Forest System, Research and Development, State and Private Forestry, and the Office of International Programs.

Founded in 1911, the Wildlife Management Institute is a not-for-profit 501(c) (3) international scientific and educational, private membership organization. WMI is supported by industries, groups, and individuals, promoting improved professional management of natural resources for the benefit of those resources and North America, including its people.

Where appropriate, it is the desire of both parties to cooperate with each other on matters relating to the management and conservation of wildlife and the ecosystems on which wildlife depend.

To address mutual goals the Forest Service and WMI jointly agree to:

1. Cooperate in the development of technical workshops, continuing education courses, natural resource management conferences, and scientific publications. Examples could include special training sessions concerning technical aspects of wildlife resource management, and conferences for wildlife resource professionals.

2. Cooperate in the development and implementation of future projects that will increase public awareness and understanding of, and professional commitment to, the conservation and proper management of wildlife resources.

3. Develop forums, workshops, or other means to encourage comprehensive habitat management and species conservation planning by federal and state agencies and private and municipal landowners. Particular emphasis will be given to establishing benchmark scientific knowledge and ensuring that the best available science is considered in the resolution of issues for the conservation of wildlife and their habitats, including threatened, endangered and sensitive species.

4. Participate in the development and execution of jointly agreed upon projects and research activities that advance the implementation of national, regional, and state conservation plans, and that address high priority objectives for the Forest Service and WMI. Conservation plans include but may not be limited to, the Northern Bobwhite Conservation Initiative, and the Woodcock, Western Quail, and Spruce Grouse Conservation Plans.

5. Jointly execute projects that address conservation opportunities within the constraints of resources available to either or both parties. It is understood that the development and execution of specific projects and research efforts will be supplemental to this MOU and separate instruments will be executed and signed by both parties, subject to availability of funds and all applicable laws and procedures (provision E).

6. Meet annually, or as needed, to review the progress and opportunities of implementing the MOU.

C. FOREST SERVICE SHALL:

1. Encourage Forest Service employees to be active participants in WMI sponsored workshops and symposia to enhance their resource management capabilities and advance the state of knowledge of the wildlife profession.

2. Encourage WMI cooperation and coordination to help address conservation issues and actions.

3. Meet with WMI Washington, D.C. and Regional staff upon request to share information about Forest Service initiatives, programs, plans, and management actions that affect the conservation of wildlife and their habitat, including threatened, endangered and sensitive species. .

D. THE WILDLIFE MANAGEMENT INSTITUTE SHALL:

1. Provide WMI's expertise, where appropriate, regarding land management and resource conservation issues of concern to the Forest Service

2. Provide sound, science-based conservation information for use on public and private lands.

3. Support resource conservation initiatives that identify high priority management and research needs for wildlife and their habitat, including threatened, endangered and sensitive species.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED 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. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument 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.

3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and WMI and shall remain in effect for 10 years from the date of execution.

4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Program Contact	Cooperator Program Contact
Name: Eugene DeGayner, National Wildlife Program Leader U.S. Forest Service Address: 201 14th Street SW City, State, Zip: Washington, DC 20250-1121 Telephone: 202-205-1281 FAX: 202-205-1599 Email: edegayner@fs.fed.us	Name: Scot Williamson, Vice President Wildlife Management Institute Address: 69 Clinton Ave. City, State, Zip: St. Johnsbury, Vermont 05819 Telephone: 802-748-6717 FAX: 802-748-7809 Email: wmisw@together.net, or www.wildlifemanagementinstitute.org

Forest Service Administrative Contact	Cooperator Administrative Contact
Name: Felicia Lockhart, Budget Analyst Address: U.S. Forest Service, WWFRP Staff City, State, Zip: 201 14th Street SW Telephone: 202-205-1197 FAX: 202-205-1599 Email: flockhart01@fs.fed.us	Name: Scot Williamson Address: (same as above) City, State, Zip: Telephone: FAX: Email:

5. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties will manage their respective resources and activities in a separate, coordinated and mutually beneficial 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 will be operating 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.

6. ENDORSEMENT. Any cooperator contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

7. 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 instrument, or benefits that may arise therefrom, either directly or indirectly.

FS Agreement No. 09-SU-11130122-089
Cooperator Agreement No.

3/13/09

8. TERMINATION. Any of the parties, in writing, may terminate this instrument in whole, or in part, at any time before the date of expiration.

9. MODIFICATIONS. Modifications within the scope of this instrument shall 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.

10. 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 HERETO have executed this instrument.

THE WILDLIFE MANAGEMENT INSTITUTE		USDA FOREST SERVICE	
SCOT Williamson Vice President	DATE	ABIGAIL R. KIMBALL Chief	DATE

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

3/13/09

Susan K. McDonnell DATE
Grants and Agreements Specialist