

**SERVICEWIDE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WILDLIFE HABITAT COUNCIL
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

This SERVICEWIDE MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between The Wildlife Habitat Council, hereinafter referred to as WHC, the United States Department of Agriculture Forest Service, hereinafter referred to as the FS and the United States Department of Agriculture Natural Resources Conservation Service, hereinafter referred to as the NRCS.

A. PURPOSE:

The purpose of this MOU is to establish a framework for cooperation and coordination among the parties to achieve mutual goals for the conservation of natural resources. Cooperation and coordination may involve a wide range of activities, including, but not limited to: enhancing wildlife habitat on private and public lands, advancing public awareness of wildlife and habitat management; developing and applying wildlife knowledge and skills; achieving successful stewardship of wildlife resources and the habitats they depend upon through management, research, and outreach activities; advancing excellence in natural resource management; promoting professionalism; and promoting effective working relationships among agencies, nongovernmental organizations, and corporations working to protect and restore wildlife and their habitats. This cooperation is in the parties' mutual interest.

B. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

The WHC is an international conservation, and education non-profit organization of corporations, conservation groups, agencies, government entities, universities and individuals. The WHC through its programs and resources, and those of its members, is dedicated to assisting corporations and other land-owners in enhancing and managing their lands for wildlife and wildlife habitat through enhanced conservation practice, conservation education, and community collaboration, and facilitate cooperation among corporations, conservation agencies, and organizations.

The FS is responsible for management of the National Forests and Grasslands, comprising 193 million acres across 44 States. The FS 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,

appreciation and conservation 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.

The NRCS provides products and services that enable people to be good stewards of the Nation's soil, water, and related natural resources. NRCS provides technical assistance based on sound science and suited to a landowner's specific needs. Using Farm Bill authorities, NRCS provides financial assistance for many conservation activities.

The Parties agree to:

The FS, NRCS, and WHC jointly agree to:

1. Coordinate and promote collaboration for fish and wildlife habitat enhancement and restoration opportunities where mutual benefits will be derived. Examples include, but are not limited to the following:
 - a. Coordinate endeavors to improve wildlife habitat and conserve open space.
 - b. Strategically re-establish native vegetation to restore or enhance habitat on multiple ownerships and varying scales.
 - c. Restore or enhance streams and riparian areas.
 - d. Develop interpretive programs and create wildlife viewing sites.
2. Work cooperatively to develop and implement a strategy to recruit and train the next generation of biologists and managers in response to demographic changes and diversity objectives in agency personnel structure.
3. Where possible, apply the resources and expertise of these three organizations in a coordinated manner to better promote scientific professionalism and address wildlife resources issues of common concern;
4. Facilitate regular interaction between the Forest Service, WHC, NRCS, and others in the wildlife and conservation community to cultivate relationships and ensure open and effective communication on research priorities and policy development.
5. Establish a coordinating group among the three parties of the MOU and prepare a work plan to execute the purpose and intent of this agreement within 6 months of the signing of the MOU

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

7. Develop 2 pilot projects over the next year to demonstrate the utility and possibilities of this partnership, subject to availability of resources and funds.

A. FOREST SERVICE SHALL:

1) Meet with the WHC and NRCS upon request to share information about the FS initiatives, programs, plans, and management actions that affect the conservation of wildlife and their habitat, including threatened, endangered and sensitive species.

2) Where appropriate, assist WHC members with technical and financial aspects of wildlife habitat improvement projects to improve the condition of their land and resulting wildlife habitat.

3) Provide training for FS line officers on 1) the mission of WHC and 2) how the WHC can be used to broker conservation agreements with corporate America.

4) FS will attend and participate in the WHC annual meeting.

B. THE NRCS SHALL:

1. Where possible, provide technical and financial assistance to eligible WHC members to improve the condition of their land and resulting wildlife habitat.

2. Meet with the WHC and FS upon request to share information about NRCS initiatives, programs, plans, and management actions that affect the conservation of wildlife and their habitat.

3. Work cooperatively to provide professional expertise on conservation issues.

4. To the degree feasible, work with the FS to provide training to employees on how to use Farm Bill Authorities to fund conservation work on private lands and eligible public lands.

5. NRCS will attend and participate in the WHC annual meeting.

C. THE WILDLIFE HABITAT COUNCIL SHALL:

1. Encourage corporate, industry, and/or industry associations, and other entities and landowners to engage in wildlife and native plant habitat enhancement with an emphasis on lands of interest to NRCS and the FS;
2. Promote FS and NRCS programs to the WHC and its members to engage their lands, and resources for a greater mutual benefit, including such programs as National Public Lands Day and National Pollinator Week.
3. Evaluate opportunities for including FS and NRCS lands and facilities in current and potential WHC sponsored projects.
4. Assist the FS and NRCS in developing public outreach and environmental education opportunities targeted toward a corporate/business/industry audience.
5. Provide assistance to corporate entities in developing subsequent agreements.

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. This MOU takes effect upon the signature of the FS, WHC, and NRCS and shall remain in effect for 5 years from the date of execution.

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

Forest Service Program Contact	Forest Service Administrative Contact
Name: Eugene DeGayner, National Wildlife Program Leader U.S. Forest Service Address: 201 14 th Street SW City, State, Zip: Washington, DC 20250-1121 Telephone: 202-205-1281 FAX: 202-205-1599 Email: edegayner@fs.fed.us	Name: Felicia Lockhart, Budget Analyst Address: U.S. Forest Service, WWFRP Staff City, State, Zip: 201 14 th Street SW Telephone: 202-205-1197 FAX: 202-205-1599 Email: fllockhart01@fs.fed.us

NRCS Program Contact	NRCS Administrative Contact
Name: Terrell Erickson, National Biologist Address: Ecological Sciences Division, P.O. Box 2890, Room 6154 - S City, State, Zip: Washington, DC 20250 Telephone: 202-690-0856 FAX: 202-720-1814 Email: terrell.erickson@wdc.usda.gov	Name: Sheila Leonard, Grants and Agreements Team Leader Address: Management Services Division, 14th and Independence Ave., SW Room 5216-S City, State, Zip: Washington, DC 20250 Telephone: 202-720-4102 FAX: 202-720-2262 Email: sheila.leonard@wdc.usda.gov

WHC Program Contact	WHC Administrative Contact
Name: Josiane Bonneau Address : 8737 Colesville Rd., Ste 800 City, State, Zip: Silver Spring, MD 20910 Telephone: 301-588-8994 FAX: 301-588-4629 Email: jbonneau@wildlifehc.org	Name: Laurie Coran Address: 8737 Colesville Rd, Ste 800 City, State, Zip: Silver Spring, MD 20910 Telephone: 301-588-8994 FAX: 301-588-4629 Email: lcoran@wildlifehc.org

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.

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.

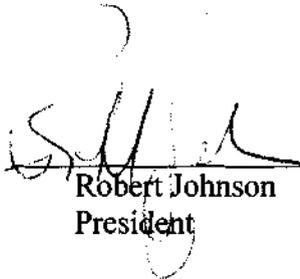
10. USE OF FOREST SERVICE INSIGNIA. In order for the parties to this agreement to use the Forest Service insignia on any published media, such as a webpage, printed publication or audiovisual production, permission must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.

11. 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.

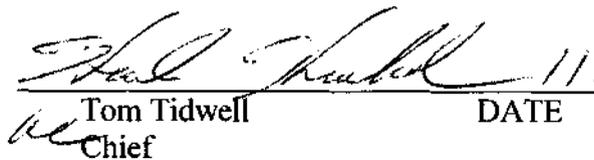
THE PARTIES HERETO have executed this instrument.

THE WILDLIFE HABITAT
COUNCIL

USDA FOREST SERVICE



Robert Johnson DATE
President



Tom Tidwell DATE
Chief

USDA NRCS



David White DATE
Chief

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

Susan K. McDonnell DATE
Grants and Agreements Specialist