

Memorandum of Understanding Between the Coevolution Institute and the United States Fish and Wildlife Service

I. Authority

This Memorandum of Understanding (MOU) between the U.S. Department of the Interior, U.S. Fish and Wildlife Service (Service), and Coevolution Institute (CoE) is hereby entered into under the authority of the Fish and Wildlife Coordination Act (16 U.S.C. 661), the Fish and Wildlife Act of 1956 (16 U.S.C. 742 f(a)(4)), the National Wildlife Refuge System Administration Act of 1966, as amended by the National Wildlife Refuge System Improvement Act of 1997 (16 U.S.C. 668dd - ee), the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.)(ESA), and the Migratory Bird Treaty Act (16 U.S.C. 703-712). Together, the CoE and the Service are referred to as "Cooperators."

II. Purpose

The purpose of this MOU is to establish a broad framework for collaboration between the Cooperators for the conservation of native¹ North American pollinator and pollinator-dependent animal and plant species and their habitats. Pollinators, such as bees, birds, bats, and insects, play a crucial role in flowering plant reproduction and in the production of most fruits and vegetables. Without the assistance of pollinators, most plants cannot reproduce. Declines in the health and population of pollinators could pose a substantial threat to the integrity of biodiversity, to global food webs, and to human health. Several pollinator species already are Federally listed as endangered. Through appropriate tools of outreach and education, the Cooperators will work together to convey to the public the biological, economic, aesthetic, and other values of native pollinator species, their habitats, and their relationship to the quality of life of the North American people.

This MOU will also focus on promoting increased cooperation in the conservation of native pollinator and pollinator-dependent species that are protected by the Migratory Bird Treaty Act (MBTA), Federally listed as endangered or threatened (50CFR 17.11 and 17.12), proposed for Federal listing, candidates for Federal listing, or located on National Wildlife Refuges.

For species that fall into the categories above and are known to be in need of special conservation measures over all or part of their ranges, this MOU encourages efforts to explore, identify, and undertake conservation solutions that are effective alternatives to the regulatory processes of listing and recovery implementation. Similarly, for habitats of importance to pollinators that are not protected as part of the National Wildlife Refuge

¹ For the purposes of this MOU, a native species (except most bird species) is defined as follows: "With respect to a particular ecosystem, a species that, other than as a result of an introduction, historically occurred or currently occurs in that ecosystem." Native migratory birds protected under the Migratory Bird Treaty Act are listed at 50 CFR 10.13. Not all endemic bird species are protected under the MBTA.

System or through other designations, this MOU encourages efforts to explore public and private partnerships and other means to protect those habitats.

III. Statement of Mutual Interest

The Coevolution Institute mission is to act as a catalyst for stewardship of biodiversity. One of its strategies is to improve the health and survival of all species by promoting the importance and educational value of insects and related animals and by protecting their habitats. The CoE coordinates the North American Pollinator Protection Campaign (NAPPC), a unique partnership designed to produce measurable reductions in pollinator and habitat loss.

The U.S. Fish and Wildlife Service's mission is, "Working with others, to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people." The Service helps protect a healthy environment for people, fish, and wildlife, and helps Americans conserve and enjoy the outdoors and our living treasures. The Service's major responsibilities are for migratory birds, endangered species, certain marine mammals, freshwater and anadromous fishes, and the National Wildlife Refuge System.

The Service recognizes the special capabilities of the CoE to contribute to the conservation of native animals and plants, including migratory birds, at-risk species, candidate species, and those species listed under the Endangered Species Act. The Service recognizes that the CoE, in its role in coordinating NAPPC, can provide expertise concerning pollinators and pollination, and the benefit of a wide diversity of partners from the private, non-profit, educational, and government sectors.

The CoE recognizes the mission of the Service's National Wildlife Refuge System. This mission includes a significant role in conserving the native flora and biological diversity of the United States, and providing vital ecological linkages through habitat restoration.

The CoE recognizes the mission of the Service's private lands programs that promote voluntary partnerships to protect, restore, and manage important habitats on private lands.

The CoE recognizes the regulatory and statutory responsibilities of the Service for the conservation of species listed under the ESA and MBTA. These responsibilities include assisting, coordinating, and forming partnerships with Federal, State, Tribal, and private entities in the national effort to conserve native plants, associated animal species, and migratory birds and their habitats.

The Cooperators recognize the importance and necessity of partnerships in the conservation of native species and their habitats. The Cooperators agree to support and to coordinate, as practical and appropriate, activities intended to conserve and restore native North American pollinators, pollinator-dependent species, and their habitats, and educate the public about these species and their habitats. Such collaborative conservation

activities are encouraged and supported by the authorities, jurisdiction, and policies of the Service and are consistent with the mission and purpose of the CoE.

The Cooperators understand that collaboration under this MOU is voluntary and is intended to be limited to efforts for species occurring within the jurisdiction of the Service. However, conservation efforts may include species that are part of an international cooperative agreement in which the Service is an active partner, including, but not limited to, the MOU establishing the Canada/Mexico/United States Trilateral Committee for Wildlife and Ecosystem Conservation and Management.

IV. Statement of Mutual Agreement

The Cooperators agree:

1. To seek opportunities to work together to support the conservation needs of native North American pollinator species and their habitats where the Service has authority to do so and when consistent with the mission and purpose of the CoE. Such efforts may include conservation education and outreach efforts, information transfer, native species and/or habitat restoration efforts, implementation of specific conservation and recovery tasks directed toward native species and their habitats, and appropriate research.
2. To assist their respective NAPPC partners and Service Regional and Field Offices in identifying geographical priority areas for habitat protection and restoration activities, and to develop strategies for the protection and restoration of priority areas. This may include working with private landowners in the priority areas due to the significant contribution private lands make to the survival and reproduction of pollinators.
3. To assist their respective NAPPC partners and Service Regional and Field Offices in identifying and assessing potential cooperative actions for conservation partnerships. Examples of activities that would be appropriate for cooperative conservation partnerships include status surveys, determination of life history requirements, population monitoring and assessment, public education and outreach, propagation technology development, controlled propagation and population augmentation or reintroduction, habitat restoration, seed and tissue storage, and research identified in Service recovery and conservation plans and in other mutually accepted resource management and conservation strategies.
4. To encourage participation by NAPPC partners in the implementation of Service recovery plans for threatened and endangered species and the development and implementation of conservation agreements and restoration plans for non-Federally listed pollinator and pollinator-dependent species.
5. To support research to identify new habitat restoration methods for pollinators and to develop best-management practices for agricultural lands to enhance and conserve pollinators.

6. To annually assess project collaborations between the Cooperators.

V. Implementing Tasks:

1. The Cooperators agree to each identify an individual to serve as a national liaison for the implementation of this MOU. The establishment of additional liaisons at Service Regional Offices, Field Stations, or other appropriate organizational levels is encouraged to support implementation of this MOU.
2. The Cooperators will meet not less than twice yearly (in person or via teleconference) to review the progress of implementing this MOU, develop short- and long-term objectives and strategies for further implementation, and identify collaborative projects.
3. The Cooperators will work together, to the extent practicable, to develop and share educational and outreach capabilities, materials, and opportunities concerning native pollinator species and their habitats at Service facilities and other appropriate locations.
4. The Cooperators will work together to coordinate pertinent public information activities. When press releases or other public statements pertaining to joint projects are being prepared, each Cooperator will be provided opportunities to review and comment.

In consideration of the above, the CoE and the Service agree as follows:

VI. The CoE:

1. Recognizes that this MOU does not obligate the Service to provide funding to the CoE or NAPPC partners. All projects developed or initiated through this MOU will be subject to Federal Acquisition Regulations and will require development of formal cooperative agreements or contracts as necessary.
2. Will not refer to this MOU in commercial advertising.
3. Will submit for prior review by the Service program partner(s) materials proposed for release to the public media that refer to this MOU or any employee of the Service or the Department of the Interior.

VII. The Service:

1. Where practical shall make its administered public lands and facilities, particularly those of the National Wildlife Refuge System, available for the furtherance of this MOU by providing opportunities for outreach, education, research, implementation of conservation actions for native pollinator species and habitats, and other mutually agreed-upon projects. Any use of Service lands extended to CoE or NAPPC partners for purposes consistent with this MOU will be subject to applicable Federal laws, regulations, land-use restrictions or plans, compatibility determinations, and special use

permits for the affected area, and approval by the authorized officer(s) of the Service for the lands or resources involved.

2. Will provide assistance to the CoE, as practicable, for the planning, implementation, and monitoring of work undertaken pursuant to this MOU.

3. Will submit for prior review by the CoE materials proposed for release to the public media that refer to this MOU or any employee of the CoE.

VIII. It is Mutually Agreed and Understood By the Cooperators that:

1. Collaborative projects may be developed by the Cooperators with additional interested parties as appropriate. All such projects involving Service resources are subject to Federal Acquisition Regulations and may require one or more permits, development of formal cooperative agreements, or contracts, as appropriate.

2. All improvements placed on Service land at the direction of either of the Cooperators shall become the property of the United States and shall be subject to the same regulations and administration of the Service as all other Service improvements of a similar nature. Prior to implementation, the Service will notify the CoE of any proposed major changes in management of Service lands that might affect a collaborative project(s). CoE displays or other facilities established on Service lands will be removed at the end of the project unless otherwise agreed to by the Cooperators.

3. This MOU in no way restricts the Service or the CoE from participating with other public and private agencies, organizations, and individuals or from accepting contributions and gifts for the improvement, development, administration, operation, and maintenance of plant and wildlife habitats and the conservation and recovery of trust species.

4. Nothing in this MOU shall be construed as obligating the Service, the CoE, or other NAPPC partners to expend money or other resources. By signing this MOU, the Service does not incur any obligation for present or future payment of money in excess of appropriations authorized by law and administratively allocated for work undertaken pursuant to this MOU.

5. This document is neither a fiscal nor a funds obligation document, nor does it supplement existing statutory authorities of the signatories. Any endeavor involving reimbursement or contribution of funds among the parties to this MOU will be set forth in a separate agreement.

6. This MOU may be revised, as necessary, by the issuance of a written amendment, consented to, signed, and dated by both parties.

7. Either party may terminate this MOU by providing 30 days written notice.

8. Nothing in this MOU shall be construed as giving the Service or the CoE any type of exclusive arrangements to the exclusion or detriment of other groups or organizations.

9. No part of this MOU or supplements hereto shall entitle the Service or the CoE to any share of interest in activities other than those provided by applicable laws and regulations.

10. No part of this MOU, any supplements hereto, or any specific agreements entered into in accordance with this MOU shall have the intent of or tend to promote public support or opposition to any pending legislative proposal.

11. During the performance of work undertaken pursuant to the MOU, any supplements hereto, or any specific agreement entered into pursuant to the authority of this MOU, the Cooperators shall not discriminate on the grounds of race, color, national origin, sex, religion, disability, age, or sexual orientation.

12. This MOU does not vest rights in persons who are not Parties to this MOU or who do not represent parties to this MOU. The rights and responsibilities contained in this MOU are subject to the availability of funding and are intended to be guidance for the respective parties. They may not serve as the basis for any third-party challenges or appeals.


IX. Effective Date:

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.



Director, U.S. Fish and Wildlife Service

10/21/2005
Date



Chairman, Coevolution Institute

10/21/2005
Date