

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
IOWA STATE UNIVERSITY
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between Iowa State University, through programs established by the Iowa State University Extension, (ISU), and the U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS).

I. BACKGROUND

NRCS is responsible for providing technical assistance to landowners and operators in protecting soil, water, and related resources under the provisions of Title XII of the Food Security Act of 1985, as amended, 16 U.S.C. 3801 et seq., and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA conservation program participants have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers (TSP) by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002 (2002 Farm Bill), amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or ... through a payment ... for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title, including criteria for the evaluation of providers or potential providers of technical assistance.

ISU is a not-for-profit 1862 Land Grant Institution and provides instruction, research, and public service. The ISU Comprehensive Nutrient Management Planning (CNMP)

Certification Program referred to in this MOU is the same program that was originally developed at the University of Tennessee and recognized by USDA-NRCS in a similar April 2003 MOU. The CNMP Certification Program, its program leader, and all program records were moved to ISU on August 1, 2004. The ISU CNMP Certification Program will continue to offer service to those TSPs recommended for certification by the Tennessee program.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between ISU and NRCS through which ISU, under its CNMP Certification Program may submit recommendations to NRCS of individuals who meet the ISU's CNMP Certification Program standards, and NRCS may consider such individuals for certification as third party TSPs. It is the intent of both parties that this cooperative effort will be for the mutual benefit of each party, as well as program participants who wish to avail themselves of technical services provided by certified TSPs.

This MOU recognizes that a person who has met the standards set by ISU to become a CNMP Certified Specialist in the area(s) of Manure and Wastewater Handling and Storage, Nutrient Management, Land Treatment Practices, and/or Total Plan Development, also meet the NRCS standards for providing conservation assistance in the area(s) of CNMP Plan Development -- Manure and Wastewater Handling and Storage, CNMP Plan Development -- Nutrient Management, CNMP Plan Development -- Land Treatment, CNMP Plan Development -- Total Plan, Manure and Wastewater Handling and Storage, and/or Nutrient Management -- Organic and Inorganic.

This MOU will benefit NRCS by expanding the scope of technical services available to USDA program participants, thereby assisting the Department in implementing USDA conservation programs.

This MOU will benefit ISU by streamlining the process for ISU CNMP Certified Specialists to be considered for certification by NRCS as TSPs and placed on the NRCS approved list of TSPs.

III. RESPONSIBILITIES

A. ISU will:

- 1 Provide a written assurance to NRCS that the CNMP Certified Specialists that ISU recommends for certification as TSPs meet the minimum NRCS standards for providing conservation assistance in the area(s) of CNMP Plan Development - Manure and Wastewater Handling and Storage, CNMP Plan Development - Nutrient Management, CNMP Plan Development -- Land Treatment, CNMP

Plan Development – Total Plan, Manure and Wastewater Handling and Storage, and/or Nutrient Management – organic and inorganic.

2. Establish and maintain a registry of individuals who meet ISU qualifications to provide conservation technical services, identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:
 - a) name of individual;
 - b) company (if applicable);
 - c) address;
 - d) telephone and fax numbers, and e-mail address if applicable;
 - e) skill area;
 - f) service area;
 - g) expiration date of qualification under ISU CNMP certification program; and
 - h) ISU is the recommending organization
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain certification under the ISU CNMP Specialist Certification Program.
 - a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every 3 years
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates.
4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner.
5. Remove individuals from the registry who do not maintain required levels of training within the 3 year timeframe, or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS.
6. Notify ISU CNMP Certified Specialists when technical and programmatic materials are available from NRCS in a timely manner

to ensure that the highest quality of conservation technical assistance is available.

7. Upon request and with agreement from all parties involved, provide NRCS with a list of courses an individual on the ISU CNMP Certified Specialists registry used to fulfill continuing education requirements.
8. Inform ISU CNMP Certified Specialists that all providers to be certified by NRCS must execute a Certification Agreement as a condition of their certification by NRCS as a TSP.
9. Inform members certified as TSPs by NRCS that they are subject to the same annual quality reviews as that performed by NRCS employees.
10. Inform ISU CNMP Certified Specialists that, even though certified as TSPs, they cannot legally certify completed cost-shared practices for payment. Only NRCS employees have the legal authority to do so

B. NRCS will:

1. Ensure that ISU standards for recommending individuals to become NRCS certified TSPs meet NRCS standard criteria for technical services covered by this MOU
2. Provide ISU with access to current program information and appropriate technical reference documents for use by TSPs. Such documents will include technical manuals and conservation practice standards and specifications.
3. Provide the approved list of TSPs to USDA offices.
4. Assist in suggesting training opportunities for the ISU CNMP Certified Specialists and serve as a resource when available.
5. Remove TSPs from the approved list through the decertification process if it is determined that the TSP has failed to meet the terms and conditions of the Certification Agreement.

C. Both Parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of NRCS and ISU and will remain in effect for 3 years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or ISU and the subsequent written concurrences of the other. Either NRCS or ISU may terminate this MOU with a 30-day written notice to the other.
- B. 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.
- C. Termination of this agreement will not affect individuals certified as (TSPs) by NRCS. Certified individuals will continue to be listed on the approved list of TSPs in accordance with the terms and conditions of their certification.
- D. NRCS, ISU, and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. None of the information in this MOU will obligate either USDA or ISU to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of the USDA and ISU will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- F. Employees of NRCS will participate in efforts under this MOU solely as representatives of the United States. To this end, employees of NRCS will not participate as directors, officers, ISU employees, or otherwise serve or hold themselves out as representatives of ISU. Employees of NRCS also will not assist ISU with efforts to lobby Congress, or to raise money through fund-raising efforts. Further, NRCS employees will report to their immediate supervisor any negotiations with ISU concerning future employment and will refrain from participation in efforts regarding such parties until approved by the Agency.

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

A. ISU

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B. NRCS

Mr. Lawrence E. Clark
Deputy Chief for Science and Technology
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VI. AUTHORITY

NRCS enters into this agreement under the authority of the Food Security Act of 1985, Section 1242, 16 U.S.C. 3842.

VII. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.

Accepted by:



BRUCE I. KNIGHT
Chief
Natural Resources Conservation Service

Sept 29/04
DATE




RAMESH KANWAR
Chair
Department of Agricultural and Biosystems Engineering

10/11/04
DATE



WENDY WINTERSTEEN
Dean
College of Agriculture

10-11-04
DATE



LAURIE GUSTAFSON
Vice Provost for Extension
Director of Budget + Finance

10-14-04
DATE



DR. ROBERT T. BURNS
Designated Technical Leader
Iowa State University
Comprehensive Nutrient Management Planning
Certification Program

10/2/04
DATE