

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOCIETY OF AMERICAN FORESTERS
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the Society of American Foresters (SAF) and the U.S. Department of Agriculture (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 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 Act 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.

SAF is a non-profit professional organization meeting the requirements of 501(c) (3). SAF is the national scientific and educational organization representing the forestry profession in the United States.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between SAF and NRCS. Through the MOU, SAF may submit recommendations to NRCS of individuals who meet the SAF Certified Forester® Program eligibility standards, and NRCS may consider such individuals for certification as third party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified Technical Service Providers.

This MOU recognizes that a person who is a Certified Forester® according to the standards set by SAF also meets the NRCS performance proficiencies for providing conservation assistance in the suite of practices of Forestry/Agroforestry.

This MOU will benefit NRCS by providing Certified Foresters® recommended by SAF the opportunity to become certified by NRCS as Technical Service Providers. This in turn will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit the SAF by providing Certified Foresters® the opportunity to become certified by NRCS as Technical Service Providers. NRCS will place the certified Technical Service Provider on the approved list to provide technical service in forestry and agroforestry to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. SAF will:

1. Provide a statement that the Certified Foresters® the SAF recommends for certification as Technical Service Providers meet the minimum Certified Forester® Program eligibility and continuing education standards thus meeting the minimum NRCS performance proficiencies and are eligible to be certified through NRCS to provide conservation assistance in the suite of practices of Forestry/Agroforestry.
2. Establish and maintain a registry of individuals who meet the Certified Forester® Program qualifications to provide conservation technical assistance in the suites of practices identified in A.1. The registry will contain the following information:
 - a) Name of individual
 - b) Company (if applicable)
 - c) Address
 - d) Phone and fax numbers, and e-mail address (if applicable)

- e) Skill area (forestry and agroforestry)
 - f) Expiration date of qualification under the Certified Forester® Program
 - h) SAF as the recommending organization.
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain certification under the Certified Forester® Program:
- a) Each individual who wishes to remain on the registry is required to receive appropriate training, consistent with the continuing education requirements of the Certified Forester® Program; and
 - 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 of Certified Foresters® supplied to NRCS who have been decertified through the Certified Forester® Program decertification process and notify NRCS in a timely manner.
6. Notify Certified Foresters® in a timely manner when technical and programmatic materials are available from NRCS 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 Certified Forester® registry used to fulfill continuing education requirements.
8. Inform Certified Foresters® that all providers to be certified by NRCS must execute a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider.
9. Inform Certified Foresters® certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as NRCS employees.
10. Inform Certified Foresters® that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Advise the SAF of the knowledge, skills, and proficiencies an individual will need to possess to qualify for Technical Service Provider (TSP) designation for the technical service category identified in this MOU.
2. Ensure that the Certified Forester® Program standards for recommending individuals meet NRCS standard criteria for technical services covered by this MOU.
3. Provide Certified Foresters® with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices.
4. Provide the approved list of Technical Service Providers to USDA offices.
5. Assist in suggesting training opportunities for Certified Foresters® and SAF members and serve as a resource when available.
6. Remove Technical Service Providers from the approved list through the decertification process if it is determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.
7. Notify SAF of individuals removed from the approved list through the NRCS decertification process.

C. Agreed that 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 SAF and shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or SAF and the subsequent written concurrences of the other. Either NRCS or SAF 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 Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.
- D. NRCS and the SAF 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 shall obligate either USDA or SAF 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 USDA and SAF will require execution of separate agreements and be contingent upon the availability of 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.

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

A. SAF

Michelle Mauthe Harvey, CF
Director of Science and Education
5400 Grosvenor Lane, Bethesda, MD 20814
Phone: (301) 897-8720 ext. 119
Fax: (301) 897-3690
e-mail: harveym@safnet.org

B. NRCS

Lawrence E. Clark
Deputy Chief for Science and Technology
P.O. Box 2890, Room 5006 South Building
Washington, DC 20013-2890
Phone: (202) 720-4630
Fax: (202) 720-7710
e-mail: larry.clark@usda.gov

VI. AUTHORITY

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

VII. APPROVAL

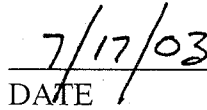
The undersigned parties hereby agree to the terms and conditions specified above.



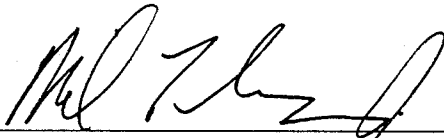
MARK REY

Under Secretary

of Natural Resources and Environment



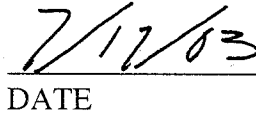
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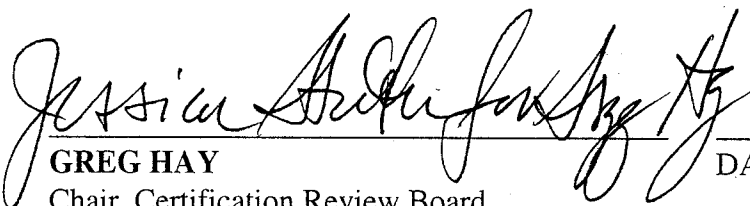
MICHAEL T. GOERGEN, JR.

Executive Vice-President

CEO, Society of American Foresters



DATE



GREG HAY

Chair, Certification Review Board

Society of American Foresters



DATE