MEMORANDUM OF UNDERSTANDING

BETWEEN THE

NATIONAL AUDUBON SOCIETY

AND THE

U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is made and entered into by and between the National Audubon Society, hereinafter referred to as Audubon, and the Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS.

I. PURPOSE

This MOU establishes a general framework of cooperation between the above named parties to:

1. Engage citizens as partners in enhancing habitat for birds and other fish and wildlife on their properties, in their neighborhoods and on community lands.

2. Advance public awareness of, and appreciation for the habitat needs of birds and other fish and wildlife.

3. Expand collaboration on efforts to engage people in activities to conserve birds and other fish and wildlife resources.

II. STATEMENT OF MUTUAL INTEREST AND MUTUAL BENEFITS

Audubon is a prominent environmental organization with a long tradition of conservation accomplishments in the United States. Nationwide, Audubon has over 1 million members and supporters, 520 chapters, 25 state offices and 100 sanctuaries and Audubon Centers. Audubon magazine is an award winning publication, with a readership of 1.5 million people. Audubon's mission is to conserve and restore natural ecosystems, focusing on birds and other wildlife for the benefit of humanity and the earth's biological diversity. Audubon recently launched *Audubon At Home*, a new national program to engage people in conserving and restoring habitat for birds and other fish and wildlife on their properties and in their communities.

The NRCS is charged with helping farmers, ranchers, and other landowners meet natural resources conservation objectives. As a technical service organization, NRCS seeks opportunities to meet the public and private sector's needs to enhance the ecological health of our Nation's natural resources, which includes restoring and managing fish and wildlife habitats. The development and transfer of technical and scientific information is at the foundation of these efforts.

In its 2001 report entitled "Food and Agricultural Policy: Taking Stock for the New Century," the Department of Agriculture articulated its intent to expand collaborative public-private efforts to conserve the Nation's fish and wildlife resources. Specifically, the policy identified the emerging challenge of broadening the support system for wildlife conservation:

"A healthy rural landscape provides critical habitat, food, and safety to a diversity of wildlife. About 80 per-cent of the wildlife species in the West use agricultural land. Improvements to the landscape—including wetlands, grasslands, flood plains, and certain types of forests—can provide ecosystems to help support wildlife and aquatic species and provide benefits in the form of recreation, hunting, and other forms of agrotourism. Habitat restoration can also help threatened and endangered species recover. Pursuing environmental quality across a diverse landscape mosaic will better safeguard wildlife populations and healthy ecosystems than limiting conservation to small, specialized, and isolated tracts. Wildlife habitat restoration has helped significantly in the past several years, and has yielded substantial benefits. Because wildlife species move freely across both public and private lands, new approaches should cover both public and private lands, farm and non-farm lands, and will require cooperation among agencies, multiple levels of government, and the public."

The collaboration between NRCS and Audubon established through this MOU is a significant step toward meeting the challenge of raising awareness about the need – and opportunity – to enhance habitat for birds and other fish and wildlife habitat on private properties, and to broaden the wildlife conservation support system in the United States.

III. Responsibilities

A. NRCS agrees to-

1. Coordinate potential habitat conservation opportunities for birds and other fish and wildlife with Audubon, and in particular *Audubon At Home*, where mutual benefits will be derived.

2. Provide Audubon with NRCS program information that provides opportunities for development of habitat conservation projects.

3. Integrate Audubon, and in particular *Audubon At Home*, as appropriate, to aid in the development of technical transfer documents, training courses, seminars, workshops, and demonstrations to educate the public and private sectors about NRCS programs and the habitat needs of birds and other fish and wildlife

B. Audubon agrees to—

1. Encourage Audubon members, supporters, and other entities to participate in the conservation of birds and other fish and wildlife, spotlighting related NRCS programs as appropriate.

2. Seek opportunities to develop educational materials to inform Audubon members and others about the importance of private lands in wildlife conservation, spotlighting NRCS programs and activities where mutual benefit is derived.

C. IT IS MUTALLY AGREED AND UNDERSTOOD BY AND BETWEEN SAID PARTIES THAT —

1. Specific work projects or activities that involve the transfer of money, services, or property between the parties to this MOU will require execution of separate agreements or contracts, subject to appropriate statutes, regulations, and policies.

2. This MOU in no way restricts either of the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

3. Nothing in this MOU shall be construed as obligating NRCS to expend appropriations or to enter into any contract or other obligation.

4. The parties affirm that, absent a writing to the contrary signed by each party, the MOU shall not result in i) the transfer of ownership or control of any intellectual property between the parties; ii) a requirement that any party share information that the party considers to be proprietary, confidential or beyond the scope of the MOU; or iii) an obligation by any party to financially support or fundraise for the benefit of this MOU. NRCS further agrees that it will not use Audubon's name or trademarks, including but not limited to AUDUBON AT HOME, in any written manner accessible to the public without Audubon's prior written approval in each instance.

5. This MOU shall become effective upon the date of final signature affixed hereto and shall continue for a period of 5 years. This MOU may be modified or amended upon written request of either party and with the concurrence of the other. This MOU may be terminated by either party with 30 calendar days written notice.

IV. PROVISIONS

A. All activities under this MOU will be in compliance with the Drug Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

B. In accordance with NRCS Property Management Regulations, Temporary Regulations A-2, "The program or activities conducted under this agreement or memorandum of understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondis crimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof."

7/24/02

(Date)