FS Agreement No. 04-SU-11132422-095
Cooperator's No

# SERVICEWIDE MEMORANDUM OF UNDERSTANDING Between the

# USDA FOREST SERVICE and the THE WILDLIFE SOCIETY

This **SERVICEWIDE MEMORANDUM OF UNDERSTANDING** is hereby entered into by and between the USDA Forest Service, hereinafter referred to as the Forest Service, and The Wildlife Society.

#### A. PURPOSE:

The purpose of this MOU is to establish a general framework for cooperation between the Forest Service and The Wildlife Society to achieve mutual goals.

The Forest Service and The Wildlife Society propose to work together to achieve common goals of 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; and promoting professionalism. This cooperation is in the parties' mutual interest.

#### B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is a multiple-use natural resource agency managing the Nations' national forests and grasslands. Agency responsibilities include conducting research to find better ways to conserve, manage and use our natural resources in a sustainable manner; cooperating with the States to help private landowners apply good habitat management practices on their lands, (e.g., providing land stewardship assistance); and developing relations with foreign natural resource agencies and international organizations to facilitate cooperative resource management efforts. The Forest Service is also responsible for increasing the public's knowledge, awareness and appreciation of natural resources.

The Wildlife Society is a non-profit scientific and educational organization of professional wildlife scientists, managers, and educators, and serves as the liaison between the scientific community, wildlife resource education institutions, and governments. The Wildlife Society is dedicated to developing and promoting sound stewardship of wildlife resources and the environments upon which

FS Agreement No.	04-SU-11132422-095
Cooperator's No	

wildlife and humans depend through programs focusing on wildlife research, proper resource management, public conservation education and activities, wildlife policy analysis and development, and professional services.

Now, THEREFORE, the parties agree as follows:

### C. FOREST SERVICE SHALL:

- 1. Allow Forest Service employees to participate, at their supervisor's discretion, in activities considered mutually beneficial to both the Forest Service and The Wildlife Society such as: attending The Wildlife Society conferences, publishing in its journals, and serving in leadership positions within the Society to enhance their resource management capabilities and advance the state of knowledge of the wildlife profession.
- 2. Recognize the advantages of The Wildlife Society's Certified Wildlife Biologist program for promoting ethical conduct, professional development, and academic and experience standards of wildlife biologists.
- 3. Support Forest Service wildlife biologists and wildlife scientists to obtain appropriate professional education, experience, ethical and development credentials.
- 4. Publicize The Wildlife Society's interest in working with Interagency Personnel Agreements (IPA), Senior Executive Service (SES), or other Forest Service detailers to advance the mutual interests of The Wildlife Society and the Forest Service.
- 5. Provide information to The Wildlife Society during their work with higher education institutions to better prepare students to work effectively within the Forest Service.

#### D. THE WILDLIFE SOCIETY SHALL:

- 1. Share the scientific and technical wildlife expertise of its membership with the Forest Service.
- 2. Ensure that the Annual Conferences of The Wildlife Society and International Wildlife Management Congresses address the continuing education and professional development needs of Forest Service personnel.
- 3. Pursue ways to enhance the Office of Personnel Management's educational and experiential standards for entry-level professional biologist positions and advancement.
- 4. Work with higher education institutions to better prepare their students to work effectively within the Forest Service.

FS Agreement No. 04-SU-11132422-09	5
Cooperator's No	

# E. THE WILDLIFE SOCIETY AND FOREST SERVICE MUTUALLY AGREE TO:

- Cooperate in the development of technical workshops, continuing education courses, natural resource management conferences, and scientific publications that support wildlife and wildlife habitat conservation. Examples could include special training sessions and materials on technical aspects of wildlife resource management.
- 2. Cooperate in the development and implementation of projects that will increase public awareness and understanding of, and professional commitment to, the conservation and management of wildlife resources.
- 3. Cooperate in the development and implementation of the "Get Wild," "Every Species Counts," "Nature Watch," and "Rise to the Future" programs, and environmental educational materials.
- 4. Provide forums, workshops, or other means to encourage comprehensive habitat management and species conservation planning by federal and state agencies and private and municipal landowners. Particular emphasis will be given to establishing benchmark scientific knowledge and ensuring that the best available science is considered in the resolution of issues in wildlife and conservation of wildlife, including endangered, threatened, and sensitive species and their habitats.
- 5. Cooperate to promote the highest standards of professional behavior and ethical conduct by Forest Service employees and The Wildlife Society members.
- 6. Explore ways to enhance training and professional development for Forest Service biologists.
- 7. Explore the need for conducting independent reviews of wildlife-related programs of the Forest Service, to evaluate issues such as research priorities, partner interaction, fiscal accountability, achievement of wildlife management objectives, and success in achieving the Chief's priorities, and to recommend ways to enhance programs in the future.
- 8. Facilitate regular interaction between the Forest Service, The Wildlife Society, and others in the wildlife and conservation community to cultivate relationships and ensure open and effective communication on research priorities and policy development.
- 9. Meet annually, or as needed, to review the progress and opportunities for implementing the MOU.

## F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. <u>FREEDOM OF INFORMATION ACT (FOIA)</u>. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

- 2. <u>MODIFICATION</u>. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- 3. <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. 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.
- 4. <u>RESPONSIBILITIES OF PARTIES</u>. The Department of Agriculture and The Wildlife Society, and their respective agencies and office, will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- 5. <u>COMMENCEMENT/EXPIRATION DATE</u>. The instrument is executed as of the date of the last signature and is effective through five years at which time it will expire unless extended.
- 6. <u>TERMINATION</u>. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
- 7. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Jim Gladen	Tom Franklin
WFW Director	Wildlife Policy Director
Phone: 202-205-1167	Phone: 301 897-9770
FAX: 202-205-1599	FAX: 301-530-2471
E-Mail: mbosch@fs.fed.us	E-Mail: tom@wildlife.org

Forest Service Administrative Contact	Cooperator Administrative Contact
Felicia Lockhart	Tom Franklin
Budget Analyst	Wildlife Policy Director
Phone: 202-205-1197	Phone: 301 897-9770
FAX: 202-205-1599	FAX: 301-530-2471
E-Mail: flockhart@fs.fed.us	E-Mail: tom@wildlife.org

8. <u>NON-FUND OBLIGATING DOCUMENT</u>. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving

FS Agreement No.	04-SU-11132422-095
Cooperator's No.	

reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

9. <u>ESTABLISHMENT OF RESPONSIBILITY</u>. 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.

THE PARTIES HERETO have executed this instrument:

THE WILDLIFE SOCIETY

USDA FOREST SERVICE

Robert Brown 3/18/04 for 3/18/04

Date

Dale N. Bosworth

Date

Harry E. Hodgdon Executive Director The Wildlife Society Dale N. Bosworth Chief, Forest Service

U.S. Department of Agriculture

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

Janet E. Lockhart

Janet E. Lockhart March 9, 2004

FS Agreement Coordinator