

MEMORANDUM OF UNDERSTANDING
Between the

U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION
FARM SERVICE AGENCY

THE UNIVERSITY OF TENNESSEE
INSTITUTE OF AGRICULTURE
And the

NATIONAL BOBWHITE TECHNICAL COMMITTEE

This three-way Memorandum of Understanding (MOU) is between the U.S. Department of Agriculture (USDA), Commodity Credit Corporation (CCC), Farm Service Agency (FSA); the University of Tennessee Institute of Agriculture (UTIA); and the National Bobwhite Technical Committee (NBTC), collectively, “the Parties.”

I. Authority

This MOU is entered into in accordance with the Food Security Act of 1985, as amended (16 U.S.C. 3801 *et seq.*), the CCC Charter Act at 15 U.S.C. 714 *et seq.*, and other authorities as may apply.

II. Introduction

FSA administers and manages farm commodity, credit, conservation, disaster and loan programs as laid out by Congress through a network of federal, state and county offices. These offices certify farmers for farm programs and pay out farm subsidies, disaster payments and conservation program payments and cost share incentives. These programs are designed to improve the economic stability of the agricultural industry, help farmers adjust production to meet demand, and conserve natural resources. On behalf of the CCC, FSA implements the Conservation Reserve Program (CRP), the largest private lands program for soil, water, and wildlife conservation in the United States.

Wildlife habitat, soil erosion, air and water quality are important resource concerns for FSA in its approach to balancing agricultural commodity production with conservation. CRP helps to restore important forest, grass and savannah ecosystems, enhance wildlife habitats, conserve soil, protect water resources, sequester carbon, and improve air quality. Several FSA initiatives focus on enhancing habitat specifically for northern bobwhite and other grassland dependent bird species.

The University of Tennessee's College of Agricultural Sciences and Natural Resources, the College of Veterinary Medicine, the Agricultural Experiment Station, and UT Extension—collectively known as the University of Tennessee, Institute of Agriculture (UTIA)—provide instruction, research and public service in agriculture and related areas to students, producers and consumers in Tennessee and beyond. The Institute contributes to improving the quality of life, increasing agricultural productivity and income, protecting the environment, promoting the economic well-being of families and conserving natural resources for all Tennesseans including students, farmers, homemakers, 4-H and other youth, agribusiness, state and federal governmental agencies, consumers and the general public.

In 2006, the University of Tennessee established the Center for Native Grassland Management (CNGM) to provide the scientific background needed by agricultural producers and land managers to effectively establish and manage native grasslands. High priorities for research include forage and bio-fuels production, restoration of native grassland communities particularly oak savannahs/woodlands and wildlife conservation. The CNGM distributes information gained through research to agricultural producers, land management agencies, other researchers, and wildlife conservation organizations via publications, workshops, trainings, and field days.

The NBTC is comprised of State fish and wildlife agency representatives from most of the states included in the range of northern bobwhite. The NBTC remains focused on a problem solving approach to northern bobwhite conservation, improving agricultural conservation policy for the benefit of northern bobwhites and grassland birds, seeking landscape-level opportunities for strategic bobwhite habitat conservation and delivery, and implementing the NBCI. In 2008, state fish and wildlife agencies involved in quail restoration designated UTIA as the permanent home of the Northern Bobwhite Conservation Initiative (NBCI), the national recovery plan for that species.

The NBCI was originally drafted in 2002 as a comprehensive plan for the recovery and restoration of northern bobwhites. Developed by biologists, managers, and researchers of the SEQSG, the NBCI was designed to meet conservation and management needs of the northern bobwhite and facilitate integration and collaboration with other species management plans.

This MOU will allow FSA, UTIA, and NBTC to work cooperatively to conserve, establish and enhance native grass, pine savanna and other early successional habitats of importance to northern bobwhite and other grassland dependent wildlife species.

The Parties agree:

- on the desirability of maintaining, enhancing and restoring native grassland ecosystems in agricultural landscapes, to benefit a variety of wildlife species in decline or otherwise of concern;
- that the northern bobwhite is a species of national environmental, economic and social importance, and is an indicator species of grassland ecosystem health; and
- that implementation of the NBCI can improve northern bobwhite populations.

III. Purpose

The purpose of this MOU is to establish a framework of cooperation between the FSA, UTIA and the NBTC regarding native grassland and northern bobwhite habitat restoration and management. Activities undertaken through this MOU may include, but are not limited to, delivery of information and educational materials, development of outreach and promotional items, collaboration on research, development of restoration and management techniques, transfer and dissemination of technology, and provision of biological technical assistance.

IV. Responsibilities

A. FSA Agrees to:

1. Provide habitat restoration information and education opportunities, as it deems necessary and appropriate, to FSA staff, utilizing current technical and management information provided by UTIA and NBTC;
2. Utilize its public information resources to inform private landowners about the habitat needs of northern bobwhite and other grassland dependent wildlife species of concern, appropriate habitat restoration or enhancement techniques and opportunities, and assistance available from UTIA and NBTC;
3. Consistent with all applicable laws and rules, and subject to their limitations, including but not limited to the privacy provisions of 16 U.S.C. 3844, provide information to UTIA and NBTC on FSA-administered conservation programs and initiatives and seek technical information from University of Tennessee Institute of Agriculture and

NBTC, when deemed appropriate by FSA, on the improvement of native grassland and northern bobwhite habitat restoration techniques and practices;

4. Recognize UTIA and NBTC as expert sources that can be consulted with on matters of technical interpretation of native grassland and northern bobwhite habitat restoration and conservation practices, as deemed appropriate by FSA;
5. FSA will seek to maintain, enhance, and restore native grass and northern bobwhite habitat, as is appropriate, through CRP and other FSA conservation programs and related activities;
6. Subject to the availability of funds and provisions of separate financial agreements between the Parties, provide reimbursement for reasonable costs incurred by UTIA and NBTC, in the delivery of certain components of USDA conservation programs administered by the FSA; and
7. Pursue mutually beneficial partnership opportunities with UTIA and NBTC, as determined appropriate by FSA.

B. UTIA Agrees to:

1. Facilitate the sharing of information between FSA and the conservation community regarding the status, progress and success of FSA conservation programs in restoring native grass habitats and in implementing the objectives of this agreement;
2. Inform the conservation community and the general public about associated conservation programs, activities, and projects conducted cooperatively with FSA;
3. Assist FSA in delivering FSA conservation program components regarding native grass restoration, when and where appropriate, helping to evaluate potential success of CRP and other FSA conservation programs and initiatives potentially involving native grass restoration, and providing outreach and technology transfer to interested practitioners and landowners participating in USDA conservation programs;
4. Promote CRP and other FSA conservation programs and initiatives and associated practices focused on native grass restoration; and
5. Provide requested biological technical assistance to FSA regarding priorities, program rules and policies, and program practices in order to optimize the functions and values of FSA actions to producers and natural resources.

C. NBTC Agrees to:

1. Facilitate the sharing of information between FSA and the wildlife community regarding the status, progress and success of FSA conservation programs in enhancing northern bobwhite habitats and in implementing the objectives of this agreement;
2. Inform the wildlife community, agricultural producers and the general public about associated conservation programs, activities, and projects conducted cooperatively with FSA;
3. Assist FSA in delivering FSA conservation program components regarding northern bobwhite habitat enhancement and restoration, helping evaluate the success of CRP and other FSA conservation programs and initiatives potentially involving northern bobwhite habitat, and providing outreach and technology transfer to interested practitioners and landowners participating in USDA conservation programs, when and where appropriate, and
4. Promote CRP and other FSA conservation programs and initiatives and associated practices, like CP33 Habitat Buffers for Upland Birds and CP38 State Acres for Wildlife Enhancement, which focus on targeted approaches to wildlife habitat enhancement.

V. The Parties Mutually Agree:

1. That each party will comply with the information gathering provisions of section 1619 of the Food, Conservation, and Energy Act of 2008, P.L. 110-246 (a.k.a. the 2008 Farm Bill), as well as section 2004 of the Farm Security and Rural Investment Act of 2002, P.L. 107-171 (a.k.a. the 2002 Farm Bill), the Privacy Act, the Freedom of Information Act, and related state and federal acts and policies concerning privacy and the dissemination of records.
2. To collectively identify and develop cooperative programs, activities and projects conducted under this MOU that advance conservation with private landowners and operators;
3. To periodically review the progress of programs, activities or projects developed under this MOU and plan future program directions as appropriate;
4. That this MOU is neither a fiscal- nor funds-obligating document. Any endeavor by either party that involves reimbursement, contribution of funds, or transfer of anything of value between the parties shall be subject to available funding and will be handled in accordance with applicable laws,

regulations, and procedures. The terms of this agreement are subject to the availability of funds. In the event that adequate funding is not made available, the Parties agree that they will terminate their respective responsibilities under this MOU as agreed to under the termination clause of this agreement, below. Such endeavors shall be outlined in separate agreements, shall be made in writing by representatives of both parties, and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority;

5. That this MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals;
6. That each party will be responsible for its own actions and results, thereof. Accordingly each party (where liability is otherwise imposed by law) is responsible alone (exclusive of the other parties) for any injury to persons or property resulting in any manner from its conduct of its own operations, and the conduct of its agents or employees occurring in furtherance of the objectives of this MOU. Any liability of the University to the Farm Service Agency and National Bobwhite Technical Committee and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University under this agreement shall be governed by the Tennessee Claims Commission Act, Tennessee Code Ann. Sections 9-8-301 *et seq.*;
7. That all activities and programs conducted under this MOU shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Department of Justice regulations enforcing nondiscrimination requirements, and Department of Justice rules and regulations. Compliance ensures access in all aspects of program delivery of benefits and services to the public without regards to race, color, national origin, age, disability, marital status, familial status, parental status, sexual orientation, or because all or part of an individual's income is derived from any public assistance programs; and
8. That all activities conducted under this MOU shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

VI. Administrative/Technical Contacts

A. FSA

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USDA-Farm Service Agency

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B. University of Tennessee Institute of Agriculture

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C. NBTC

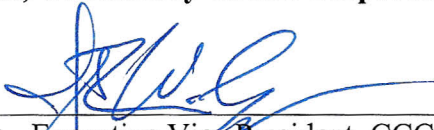
Billy Dukes, Chair
National Bobwhite Technical Committee
South Carolina Department of Natural Resources
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Columbia, SC 29202
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VII. Duration

This MOU shall become effective the date of the last signature and will continue to be in effect for a period of five years or until it is modified or terminated. This MOU may be modified or amended upon written consent of all Parties. This MOU may be terminated with a 30-day written notice from any party.

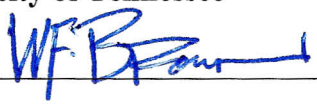
It is so Agreed:

USDA, Commodity Credit Corporation, and Farm Service Agency

By: 
Title: Executive Vice President, CCC and
Administrator, FSA

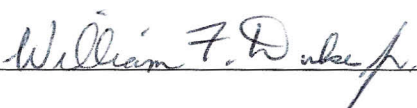
Date: 01/11/2010

University of Tennessee

By: 
Title:

Date: 2/18/10

National Bobwhite Technical Committee

By: 
Title:

Date: 02/16/2010