

COOPERATIVE AGREEMENT

between

THE DEPARTMENT OF DEFENSE AND THE NATURE CONSERVANCY

I. PREFACE

This cooperative agreement ("Agreement") is made between the Department of Defense and the Military Departments ("DoD") and The Nature Conservancy ("TNC").

WHEREAS, the DoD is responsible for managing approximately 25 million acres of land and desires to protect and manage ecologically significant areas while at the same time accomplishing its primary mission of National Defense; and

WHEREAS, the DoD has a history of commitment to environmental security and the management of resources that have been entrusted to its stewardship; and

WHEREAS, the DoD is bound by certain Federal land management laws [such as the Sikes Act (Pub. L. 93-452, 16 USC 670a-670f, as amended), the Endangered Species Act (16 USC 1551 et. seq., as amended), and the National Environmental Policy Act (42 USC 4321 et seq.)] and has developed regulations pertaining to resources management [such as DoD Policy Directive 4700.4 (24 Jan 89), Army Regulation 200-3 (In Press), Air Force Policy Directive 32-70 (15 Oct 93), Navy OPNAVINST 5090.1B (1 Nov 94), and Marine Corps MCO P5090.2 (26 Sep 91)]; and

WHEREAS, in order to accomplish biodiversity conservation and ecosystem-based management (as recognized methods to effectively fulfill certain mandates and regulations), the DoD desires to use the expertise of an international non-profit organization that: operates in the 50 states, U.S. territories, and with in-country partner organizations; manages its own nature preserve system; and cooperates with other land managing entities, governmental and nongovernmental; and

WHEREAS, DoD desires access to rangewide data on elements of biodiversity; and

WHEREAS, the primary mission of TNC is to protect elements of biological diversity, with its goal to identify, protect and maintain endangered species and the best possible examples of communities and ecosystems; and

WHEREAS, TNC, Heritage Programs and the recently incorporated Association for Biodiversity Information (ABI) cooperate in advancing the use of biodiversity information to make informed land management decisions that can be of use to DoD; and

WHEREAS, the DoD and TNC have a successful history of cooperation and the parties desire to work effectively on a broad range of cooperative projects concerning environmental compliance, conservation, the Legacy Resource Management Program, the DoD Biodiversity Initiative, and other stewardship issues;

NOW, THEREFORE, the DoD and TNC agree to work cooperatively in areas of mutual interest, as identified below.

II. PURPOSE

The purpose of this Agreement is to facilitate the implementation of the DoD Legacy Resource Management Program and use the parties' resources to provide effective and efficient protection and management of biodiversity within the context of the DoD's environmental security and military missions.

This Agreement supersedes the national cooperative agreement signed by the Deputy Assistant Secretary of Defense (Environment) and TNC on December 13, 1988, but in no way negates any sub-agreements still in effect that cite the 1988 document as an authority.

III. AUTHORITY

The parties enter into this Agreement in accordance with P.L. 101-511 section 8120 (Defense Appropriations Act of Fiscal Year 1991) and P.L. 103-139 (Defense Appropriations Act, 1994: Operation and Maintenance, Defense-Wide, 107 Stat. 1422-23).

IV. RESPONSIBILITIES

The Nature Conservancy will communicate the establishment of this Agreement and method of implementation to all TNC offices, Heritage Programs, and the ABI. The DoD will communicate the establishment of this Agreement and method of implementation to all military departments, major commands, field operating agencies, and installations.

A. The Nature Conservancy will, under the terms of separately funded subagreements (in the form of cooperative agreements) to this Agreement, undertake such tasks -- in conjunction with Heritage Programs and/or the ABI, where appropriate -- as are enumerated here:

1. Identify a TNC point of contact for each project;
2. Provide as requested to the DoD or individual installations: information, technical and management assistance for areas on military lands that have high natural values, such as areas of exceptional ecological importance; locations of rare or unusual plant or animal communities; and habitats of federally-listed endangered, threatened, proposed, and candidate species, and state-listed species;
3. Locate, inventory and evaluate, provide management and monitoring recommendations for, review natural resource management plans for, and monitor the conditions of, those DoD lands with high natural values, when practicable;
4. Provide information and advice on the potential methods of managing ecologically significant areas based on experience gained from TNC-owned and managed preserves and from partnerships with governmental and non-governmental organizations;
5. Provide information as available to support interpretation, evaluation, and monitoring of biological diversity on DoD lands;
6. Work with appropriate Heritage Programs to provide existing inventory information including locations and evaluations of elements of biological diversity. This may also include the development of automated data bases related to biological diversity, including geographical information systems (GIS), where practicable;
7. Provide evaluation, management, and monitoring information which includes, but is not limited to: needs assessments, consulting services, inventories, biodiversity and stewardship data management, GIS and other information management technologies, integrated strategies/plans for ecosystem management, ecosystem modeling, monitoring, natural resources management, ecological restoration, control of exotic species, threatened and endangered (T&E) species recovery, fire management, and biodiversity management training;
8. Conduct research and provide information as needed for the appropriate management of biodiversity on or involving Defense installations.

B. The DoD will, under the terms of separately funded subagreements (in the form of cooperative agreements) to this Agreement, undertake such tasks as are enumerated here:

1. Identify a DoD point of contact for each project;
2. Fully consider all proposals in which TNC is the sole applicant or lead partner (for example, joint proposal by TNC and an individual Heritage Program);
3. Make available to TNC and Heritage Programs, to the extent practicable, information on rare species and biotic community occurrences on DoD lands;
4. Coordinate with TNC the development of automated data bases related to biological diversity, including GIS, where practicable;
5. Consider TNC evaluation, management, and monitoring methodologies and recommendations (per item A.7., above) for use in developing DoD approaches, integrated plans and guidelines;
6. Provide access to military lands for studies, analyses of existing ecosystems and other activities in mutually agreed-upon areas, when compatible with the military mission;
7. Compensate TNC for assistance, as mutually agreed upon in separate subagreements.

FURTHERMORE, the parties agree that accomplishment of the purposes and responsibilities of the Agreement is of mutual concern. The signatory parties agree and understand that this Agreement does not constitute a commitment of funds, and that performance under this Agreement by either party is dependent upon lawful appropriation, availability, and allocation of funds by proper authorities. Nothing herein shall impede the parties from using other mechanisms for cooperating to accomplish the purposes set out above. Nothing herein shall be construed as limiting or affecting in any way the vested or delegated authority of the DoD.

V. DELEGATION AND ADMINISTRATION

- A. The following TNC employees may negotiate and enter into subagreements within the scope of this Agreement in behalf of TNC: (1) Director of Conservation Science; (2) Regional Office Directors; (3) State and Chapter Directors; (4) Director of Heritage Operations; and (5) Regional Heritage Task Force Directors.
- B. Consistent with the provisions of the fiscal year 1994 Defense Appropriations Act (P.L. 103-139), contracting officers at the headquarters, command, and installation levels may (unless Military Departments act affirmatively to withdraw such authority to a higher level of command) negotiate and enter into subagreements within the scope of this Agreement in behalf of DoD. The Department of the Army, however, does not authorize contracting officers at the command and installation levels to use this authority. Department of the Army retains this authority within the Office of the Assistant Secretary of the Army for Research, Development and Acquisition.

- C. Expenditures under this Agreement shall be determined by said specific subagreements, entered into at the Headquarters, command, or installation level.
- D. Each said subagreement shall include a proposal from TNC (and any partner) that identifies goals and objectives, study design, and methods for work to be accomplished, and an estimated budget. When the scope of work, budget, and payment schedule are mutually agreed upon, a subagreement shall be executed by the appropriate contracting officer to duly obligate appropriated funds to implement the purposes of the DoD Legacy Resource Management Program. The subagreement shall be in the form of a cooperative agreement.
- E. Any subagreement negotiated under authority of this Agreement will remain in full force and effect, unless and until modified or terminated by local signatory parties, per the terms of said subagreement.
- F. Any subagreement to this Agreement should define the product(s) and product-specific documentation that are to become the permanent property of the DoD. TNC and/or any partner must obtain written approval from the DoD party to the subagreement before any of the product(s) and/or product-specific documentation so defined is released, distributed, or published. Related data and methodology(ies) are the property of TNC and/or any partners. Any subagreement may not further restrict TNC's and/or the partner's use of that data or methodology(ies).

VI. MODIFICATION AND TERMINATION

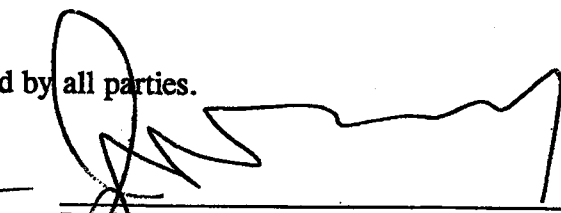
This Agreement may be modified or amended only by mutual agreement of the parties in writing and signed by each of the parties thereto. This Agreement may be terminated by any of the parties participating in this Agreement, provided that 45 days notice, in writing, is given to each party; however, sufficient attempt should be made to modify, rather than to terminate, the Agreement. Five years after signature by all parties, this Agreement shall be reviewed and considered for renewal. Signatures must be obtained from all parties to fully execute the renewal.

VII. IMPLEMENTATION

This Agreement becomes effective when signed by all parties.


Deputy Under Secretary of Defense
(Environmental Security)

April 28, 1995
Date


President and Chief Executive Officer
The Nature Conservancy

April 20, 1995
Date

APPENDIX 1

- **P.L. 101 -511 Section 8120 (Defense Appropriation Act of Fiscal Year 1991) - Legacy Resources Management Program Establishment**
- **P.L. 103-139 (Defense Appropriation Act of Fiscal Year 1994) - Operation and Maintenance, Defense-Wide (cooperative agreements and grants authority)**

COOPERATIVE AGREEMENT

between

**THE DEPARTMENT OF DEFENSE
AND
THE NATURE CONSERVANCY**

Modification 1

By mutual agreement, the cooperative agreement signed by the Deputy Under Secretary of Defense (Environmental Security) on April 28, 1995, is modified to delete the following provision contained in Section V.B.:

"The Department of the Army, however, does not authorize contracting officers at the command and installation levels to use this authority. Department of the Army retains this authority within the Office of the Assistant Secretary of the Army for Research, Development and Acquisition."

This modification becomes effective when signed by all parties.


Deputy Under Secretary of Defense
(Environmental Security)

1/27/97
Date


President and Chief Executive Officer
The Nature Conservancy

1/27/97
Date

COOPERATIVE AGREEMENT


BETWEEN

**THE DEPARTMENT OF DEFENSE
AND**

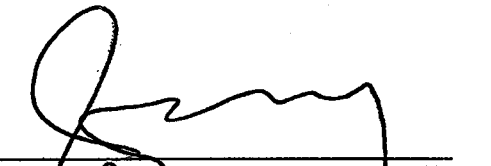
THE NATURE CONSERVANCY

Modification 2

By mutual agreement, the Cooperative Agreement signed by the Deputy Under Secretary of Defense (Environmental Security) on April 28, 1995, as modified effective January 27, 1997, is hereby extended until April 28, 2005. All other provisions of the Cooperative Agreement remain in effect and are incorporated by reference.



Deputy Under Secretary of Defense
(Environmental Security)



President and Chief Executive Officer
The Nature Conservancy

3/15/00
Date

3/23/00
Date

COOPERATIVE AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE
AND
THE NATURE CONSERVANCY

Modification 3

By mutual agreement, the Cooperative Agreement signed by the Deputy Under Secretary of Defense (Environmental Security) on April 28, 1995, as modified effective January 27, 1997 and as further modified on March 23, 2000, is hereby extended until April 28, 2010. All other provisions of the Cooperative Agreement remain in effect and are incorporated by reference.




Assistant Deputy Under Secretary of Defense
(Environment, Safety and Occupational Health)

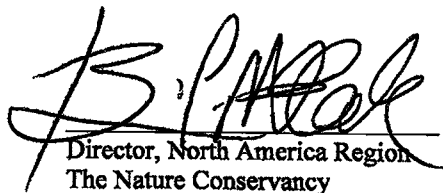

President and Chief Executive Officer 4/20/05
The Nature Conservancy

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AND
THE NATURE CONSERVANCY

Modification 4

By mutual agreement, the Cooperative Agreement signed by the Deputy Under Secretary of Defense (Environmental Security) on April 28, 1995, as modified effective January 27, 1997 and as further modified on March 23, 2000, is hereby extended until April 28, 2015. All other provisions of the Cooperative Agreement remain in effect and are incorporated by reference.


Assistant Deputy Under Secretary of Defense
(Installations and Environment)


Director, North America Region
The Nature Conservancy