

MEMORANDUM OF UNDERSTANDING
Between
The Coevolution Institute
and the
United States Department of the Interior
United States Geological Survey

This Memorandum of Understanding (MOU) is entered into by and between the United States Geological Survey (USGS), United States Department of the Interior, and the Coevolution Institute (CoE), coordinator of the North American Pollinator Protection Campaign (NAPPC), herein referred to as the “Cooperators”.

BACKGROUND AND OBJECTIVES

The mission of USGS, in part, is to provide reliable scientific information to describe and understand the Earth and to manage biological resources. This is accomplished by conducting biological, geological, hydrological and geographic research, and by providing long-term environmental and natural resources information, systematic analyses and investigations, and predictive tools for scenario building and decision-making about natural systems. Topics of investigation address issues of importance to Department of Interior bureaus, State and local governments, Tribes, non-governmental organizations (NGOs), and other partners.

The objectives of this Agreement are to (1) establish a framework for cooperative programs that promote research relevant to conservation and management of pollinators, their habitats and associated ecosystems, and (2) make biological information on native North American pollinators more available, interoperable, and accessible. This Agreement will contribute to the USA National Phenology Network (USA-NPN), an emerging and exciting partnership between federal agencies, the academic community, and the general public to monitor and understand the influence of seasonal cycles on the Nation’s resources. All Disciplines within the USGS played key roles in organizing USA-NPN and the goal of the network is to establish and sustain a wall-to-wall, continental-scale network focused on plant and animal phenology. The initial focus of USA-NPN will be on establishing monitoring of plant phenology across existing environmental networks and federal lands; from the outset, this will offer an opportunity to co-locate plant and pollinator monitoring across a subset of selected sites. Data gained through this agreement will also contribute to the USGS National Biological Information Infrastructure (NBII), a broad, collaborative program to provide increased access to data and information on the nation's biological resources. The USGS-NBII links diverse, high-quality biological databases, information products, and analytical tools maintained by its partners and other contributors in government agencies, academic institutions, non-government organizations, and private industry.

The CoE is a 501 (c)(3) not-for-profit corporation whose mission is to act as a catalyst for stewardship of biodiversity. The CoE coordinates NAPPC, a unique partnership designed to produce measurable reductions in pollinator and habitat loss. One of its strategies is to improve the health and survival of pollinators and plants by facilitating research on the status and trends of pollinating species, serving as a clearinghouse for information on pollinators, promoting the

importance and educational value of insects, birds, bats and other pollinating animals, and by protecting their habitats.

The Cooperators recognize the lack of available pollinator data and information, and the lack of coordination among pollinator projects. The Cooperators recognize the special and complementary capabilities and resources of their respective organizations, projects, and partners for addressing these concerns and recognize the importance of building a strong partnership in order to achieve the goals of this MOU.

The Cooperators understand that collaboration under this MOU is voluntary and is intended to focus efforts on pollinator monitoring, research, management, and conservation within the United States and the Western Hemisphere. However, activities under this MOU may include species that are part of international networks and projects in which the USGS and CoE are active partners.

AUTHORITIES

The authorities for this Agreement include the USGS Organic Act (20 Stat. 394; 43 U.S.C. 31), and related authorizations (76 Stat. 427; 43 U.S.C. 31(b)) and (P.L. 104-134, 110 Stat. 1321), the Invasive Species Act 1996 (16 U.S.C. 4701), Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.), Migratory Bird Treaty Act of 1918 (16 USC 703), and the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S.C. 136 et seq. (1988)).

STATEMENT OF MUTUAL AGREEMENT

1. The Cooperators will work together to identify, define, and implement mutually beneficial research projects and monitoring programs that provide information relevant to conservation or restoration of native pollinators and their habitats.
2. The Cooperators agree to work together, to the extent practicable, to develop and share expertise, data, information, tools, technologies, and provide guidance and support for the biological informatics needs of pollinator data providers and users where the Cooperators have resources and expertise to do so, and when consistent with the mission and purpose of the Cooperators.
3. Interaction among appropriate offices of the CoE, USGS, **and** partner organizations is encouraged to support implementation of this MOU.
4. When press releases or other public statements pertaining to joint projects are being prepared, each Cooperator will be provided opportunities to review and comment, and appropriate credit will be given for all authors, partners, and data providers involved.

In consideration of the above the Cooperators agree to the following implementation tasks:

1. Where practical the Cooperators will make resources available and provide assistance for the furtherance of this MOU and any mutually agreed-upon project(s) resulting from it.

2. The Cooperators will each identify an individual to serve as a liaison for the implementation of this MOU. Given the ecological nature of this Agreement, Executive leadership for USGS efforts under this MOU shall be provided by the Associate Director for Biology.
3. The Cooperators will meet not less than twice yearly (in person or via teleconference) to review the progress of implementing this MOU, develop short- and long-term objectives and strategies for further implementation, and identify collaborative projects.
4. The Cooperators will work together to coordinate pertinent public information activities.
5. The Cooperators may enter into additional agreements including but not limited to cooperative agreements or contracts, to accomplish projects agreed upon by both parties.
6. The Cooperators will provide participation by appropriate staff members knowledgeable on pollinator ecology, monitoring programs, and information management in NAPPC programs, including participation on NAPPC committees and task forces, on the NAPPC Steering Committee, and at NAPPC meetings.

It is mutually agreed and understood by both parties that:

1. This MOU in no way restricts the USGS or the CoE from participating with other public and private agencies, organizations, and individuals or from accepting contributions and gifts for the improvement, development, administration, operation, and maintenance of plant and wildlife habitats and the conservation and recovery of trust species.
2. Nothing in this MOU shall be construed as obligating the USGS, the CoE, or other NAPPC partners to expend money or other resources. By signing this MOU, the USGS does not incur any obligation for present or future payment of money in excess of appropriations authorized by law and administratively allocated for work undertaken pursuant to this MOU.
3. This document is neither a fiscal nor a funds obligation document, nor does it supplement existing statutory authorities of the signatories. Any endeavor involving reimbursement or contribution of funds among the parties to this MOU will be set forth in a separate agreement and is subject to federal acquisition regulations.
4. This MOU may be revised, as necessary, by the issuance of a written amendment, consented to, signed, and dated by both parties.
5. Either party may terminate this MOU by providing 30 days written notice.
6. Nothing in this MOU shall be construed as giving the USGS or the CoE any type of exclusive arrangements to the exclusion or detriment of other groups or organizations.

7. No part of this MOU or supplements hereto shall entitle the USGS or the CoE to any share of interest in activities other than those provided by applicable laws and regulations.
8. No part of this MOU, any supplements hereto, or any specific agreements entered into in accordance with this MOU shall have the intent of or tend to promote public support or opposition to any pending legislative proposal.
9. During the performance of work undertaken pursuant to the MOU, any supplements hereto, or any specific agreement entered into pursuant to the authority of this MOU, the Cooperators shall not discriminate on the grounds of race, color, national origin, sex, religion, disability, age, or sexual orientation.
10. This MOU does not vest rights in persons who are not Parties to this MOU or who do not represent parties to this MOU. The rights and responsibilities contained in this MOU are subject to the availability of funding and are intended to be guidance for the respective parties. They may not serve as the basis for any third-party challenges or appeals.

TERMS OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties.

EFFECTIVE DATE

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.

Signature on File	10/24/07
_____	_____
Director, U.S. Geological Survey	Date
 Signature on File	 10/24/07
_____	_____
Chairman, Coevolution Institute	Date
 Signature on File	 10/24/07
_____	_____
Executive Director, Coevolution Institute	Date