

MEMORANDUM OF UNDERSTANDING

FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE
AND
RESEARCH DEPARTMENT, NATIONAL AUDUBON SOCIETY

ACT OF JUNE 12, 1960--16 USC 828-831
ACT OF OCT. 15, 1966--PL 89-669

THE AGREEMENT, made and entered into this _____, 1973, by and between the Eastern Region, Forest Service, U.S. Department of Agriculture, hereinafter called the FOREST SERVICE, and the Research Department, National Audubon Society, hereinafter called the COOPERATOR, witnesseth:

WHEREAS, the Forest Service, under provisions of the "Fish and Wildlife Species Threatened with Extinction Act of October 15, 1966 (PL 89-669), has been directed to, . . . protect species of native fish and wildlife . . . that are threatened with extinction and shall preserve the habitat of such threatened species; and

WHEREAS, the Kirtland's Warbler is an endangered species requiring special effort to insure its survival; and

WHEREAS, the Forest Service has a Management Plan to protect the nesting habitat of the Kirtland's Warbler on the Huron-Manistee National Forest, Michigan. This Plan being part of a total private, State, Federal, and International effort to protect this species; and

WHEREAS, the Cooperator is an internationally recognized organization concerned with the protection of endangered wildlife, and has initiated and coordinated studies in the Bahama Islands on the wintering habitat of the Kirtland's Warbler; and

WHEREAS, cooperative studies on the wintering habitat of this species are of mutual interest to the Forest Service and Cooperator and is essential if Forest Service management efforts to protect nesting habitat of the Kirtland's Warbler are to succeed; therefore

A. THE FOREST SERVICE AGREES:

1. To reimburse the Cooperator for costs, not to exceed \$1,000.00 for Fiscal Year ending June 30, 1973 for personnel, materials, or transportation necessary to participate, together with other conservation organizations in making a field study of the wintering habitat of the Kirtland's Warbler. Payments will be made upon receipt of an itemized statement from the Cooperator at the completion of the work on an interim periods as desired.

2. To consider the "Report on a Field Trip to the Northern Bahama Islands by Bruce E. Radabaugh from 7 February to 14 April 1973 on Behalf of the National Audubon Society and the New York Zoological Society" as describing the broad objectives of the survey.

3. Forest Service participation in subsequent Fiscal Years will be viewed as an addendum to and will be described and measured as mutually agreed upon between the Forest Service and Cooperator.

B. THE COOPERATOR AGREES:

1. To conduct the survey under guidance of the Research Director, National Audubon Society. Individuals undertaking the study will be at the discretion of the Cooperator.

2. To provide the Forest Service with a copy of the report which summarizes the study. Additionally, upon publication of the data (scientific journals, magazine publications, etc.) five (5) copies will be supplied to the Forest Service.

3. Render a final itemized statement of expenditures in accordance with clause A-1 describing the work and showing the amount of cost to be reimbursed by the Forest Service. Interim statements will be submitted as necessary. A final statement will be submitted by June 30, 1973.

C. THE FOREST SERVICE AND COOPERATOR MUTUALLY AGREE:

1. That an understanding of the wintering habitat of the Hirtland's Warbler is necessary for a better understanding and management of this endangered species and necessary for management of nesting habitat on National Forest lands.

2. All communications between the Cooperator and Forest Service relative to the implementation of the terms of this agreement and the study itself will be processed through their respective project coordinators. The coordinator for the Forest Service will be the Regional Forester, or his designated representative, the Assistant Regional Forester, Division of Recreation, Range, Environmental and Wildlife Management. As the Cooperator, the Research Director, National Audubon Society is recognized as the project coordinator.

3. That nothing herein shall be construed as obligating the Government to expend, or as involving the United States in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law.

4. That no member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it is made with a corporation for its general benefit.

4. That in connection with the performance of work under this agreement, the Cooperator agrees not to discriminate against any employee because of race, religion, color, or national origin.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date noted above.

EASTERN REGION, FOREST SERVICE, USDA

By: _____

Title: Regional Forester

COOPERATOR

By: _____

Title: Research Director,

National Audubon Society