

MEMORANDUM OF UNDERSTANDING
between the
Department of Defense
and the
Pollinator Partnership

This Memorandum of Understanding (MOU) is entered into by and between the Department of Defense, hereinafter written as DoD, and the Pollinator Partnership (the "Parties").

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this MOU is to establish a framework for cooperative programs that promote the conservation and management of pollinators, their habitats and associated ecosystems.

The DoD has a long history of commitment to protecting the environment and the natural resources that have been entrusted to its care, while at the same time accomplishing its primary mission of national defense.

Through federal law and regulations, DoD is responsible for the conservation and management of natural and cultural resources, ecological processes, and threatened, endangered and sensitive or rare plant and animal species and their habitats. Cooperative relationships are essential to the effectiveness of resource management on and off military owned lands.

The Pollinator Partnership's mission is to act as a catalyst for stewardship, working to improve the health and survival of all species by promoting the health of pollinating animals, and by protecting and restoring their habitats. The Pollinator Partnership coordinates the North American Pollinator Protection Campaign (NAPPC), a unique, tri-national collaboration working to promote awareness and scientific understanding of pollinators; to gather, organize and disseminate information about pollinators; to provide a forum to identify and discuss pollinator issues; and to promote projects, initiatives and activities that enhance pollinators and their habitats.

It is the goal of both Parties to cooperate with each other in matters relating to the management and conservation of pollinators and the ecosystems they depend upon. The framework for cooperation and coordination is especially important to ensure that pollinator management activities are incorporated, where practicable, into installation integrated natural resource management plans (INRMPs) and practices.

ARTICLE II – AUTHORITIES

This MOU is made and entered into pursuant to the provisions of the Sikes Act (16 U.S.C. 670a-670o, as amended), and supports the Presidential Memorandum *Creating a Federal Strategy to Promote the Health of Honey Bees and Other Pollinators* (June 2014). In addition, requirements under other applicable laws, regulations, and specific DoD directives and guidance also apply.

ARTICLE III – RESPONSIBILITIES

A. DoD will, subject to the availability of resources and under the terms of separately funded sub-agreements to this MOU, and consistent with requirements and activities described in its INRMPs, undertake such tasks as:

1. Support and, as feasible, undertake activities that help, conserve, protect, and restore pollinators and their habitats in accordance with DoD mission and policies.
2. Conserve and manage pollinators and their habitats in accordance with applicable federal laws and regulations to foster conservation.
3. Enter into supplemental sub-agreements with the Pollinator Partnership, including but not limited to special use permits, research permits, cooperative agreements, or contracts to accomplish work projects agreed upon by both Parties.
4. Provide unclassified/publicly releasable information on DoD mission requirements and constraints that will assist the understanding of for Pollinator Partnership personnel performing activities on DoD lands.
5. Meet annually, or as necessary, to identify projects and activities of mutual benefit and to plan and implement agreed to projects.
6. Work with the INRMP signatories to identify pollinator management activities in support of the Presidential Memorandum.

B. The Pollinator Partnership will:

1. Cooperate with DoD to implement actions that both Parties have agreed upon.
2. Provide DoD with expertise to implement agreed upon projects.
3. Enter into appropriate sub-agreements with DoD to accomplish specific projects agreed upon by both Parties.

4. Meet annually, or as necessary, to identify projects/activities of mutual benefit and to plan and implement agreed upon projects.
5. Help implement specific projects on DoD lands that support both Parties' missions while conserving pollinators and their habitats in accordance with DoD policies.
6. Inform the general public about DoD pollinator conservation projects.
7. Help train DoD personnel about pollinators and pollinator habitat conservation and management.

ARTICLE IV – DELEGATION

- A. Authorized representatives of NAPPC and the DoD may execute special use authorizations, and enter into supplemental sub-agreements within the scope of this MOU.
- B. Any supplemental sub-agreement negotiated under the authority of this MOU will remain in full force and effect, unless and until modified or terminated by local signatory Parties, per the terms of said supplemental sub-agreements.

ARTICLE V – TERMS OF AGREEMENT

This MOU will remain in effect from the date of final signature until it is terminated pursuant to Article VII.

ARTICLE VI – KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communication among the Parties regarding the work being performed. The designated officials are:

Department of Defense	Pollinator Partnership
L. Peter Boice	Laurie Davies Adams
Deputy Director, Natural Resources Program	Executive Director
Office of the Assistant Secretary of Defense (Energy, Installation & Environment)	Pollinator Partnership
4800 Mark Center Drive, 16G14	423 Washington Street, 5 th Floor
Alexandria, VA 22350-0001	San Francisco, CA 94111-2339
Phone: 571-372-6905	Phone: 415-362-1137
Fax: 703-607-4237	FAX: 415-362-3070
E-mail: L.P.Boice.civ@mail.mil	E-mail: LDA@pollinator.org

ARTICLE VII – MODIFICATION AND TERMINATION

- A. This MOU will remain in effect until one of the Parties executes item B or C under this article.
- B. This MOU may be amended upon written request of either the DoD or the Pollinator Partnership, and the subsequent written concurrence of the other.
- C. Either Party may terminate this MOU by providing the other Party with sixty (60) days advance written notice.

ARTICLE VIII – STANDARD CLAUSES

A. Public Information Release

1. The Pollinator Partnership will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts, or other publications) that states or implies federal government, departmental, bureau, or federal government employee endorsement of a product, service or position that the Pollinator Partnership represents. No release of information relating to this MOU may state or imply that the federal government approves of the work product of the Pollinator Partnership or considers the Pollinator Partnership's work product to be superior to other products or services.
2. The Pollinator Partnership will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors, and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
3. The Pollinator Partnership will obtain prior DoD approval from the key DoD official for this MOU for any DoD-wide public information release that refers to DoD, the Military Services, offices, programs, or employee (by name or title), or to this MOU. For specific installation information, the Pollinator Partnership will obtain prior approval from that installation's public affairs office. The specific text, layout, photographs, etc., of the proposed release must be submitted to the MOU's technical representative, who will forward such materials to the public affairs office, along with the request for approval, or from the specific DoD installation public affairs office.

4. The Pollinator Partnership agrees to include the above provisions of this Article in any sub-award, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.
- B. **Freedom of Information Act (FOIA).** Any information furnished to DoD under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
- C. **Participation in Similar Activities.** This MOU in no way restricts DoD or the Pollinator Partnership from participating in similar activities with other public or private agencies, organizations, or individuals.
- D. **Non-Fund Obligating Document.** Nothing in this MOU shall require either DoD or the Pollinator Partnership to obligate, expend, or transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property among the various agencies and offices of DoD and the Pollinator Partnership will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution and administration of each such agreement must comply with all applicable statutes and regulations.
- E. **Establishment of Responsibility** This MOU is not intended to, nor does it, 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.
- F. **Authorized Representatives.** By signing below, the individuals listed in this document certify that they are representatives of their organizations, and are authorized to act in their respective areas for matters related to this MOU.

THE PARTIES HERETO have executed this MOU:

POLLINATOR PARTNERSHIP



Laurie Davies Adams
Executive Director
Pollinator Partnership

02/09/15
Date

DEPARTMENT OF DEFENSE



John Conger
Performing the Duties of the Assistant Secretary of Defense
(Energy, Installations & Environment)
Department of Defense

1/28/2015
Date