MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF THE ARMY,
THE ARMY CORPS OF ENGINEERS
AND
NATIONAL AUDUBON SOCIETY, INC.

I. **PURPOSE**. The purpose of this Memorandum of Understanding (MOU) is to provide a foundation for collaboration related to protection, restoration, and/or management of natural resources of mutual interest to the National Audubon Society, Inc. (Audubon) and the U.S. Army Corps of Engineers (Corps). Activities carried out pursuant to this MOU will contribute to fulfilling natural resources stewardship objectives, and protecting and restoring habitats and ecosystems of value to birds, fish and other wildlife within the context of the Corps civil works missions and in accordance with applicable laws, regulations, Army policies, and the following objectives:

A. Promote non-structural flood protection and other measures to restore and/or maintain natural ecosystem functions at sustainable levels;

B. Encourage water management measures that benefit migratory and resident native birds, other wildlife, plants and natural communities while meeting human needs and fulfilling Congressional authorizations;

C. Foster wetland protection and restoration projects that improve bird, fish and other wildlife habitat while meeting human needs;

D. Foster demonstration projects to test promising innovative water management strategies while monitoring and documenting their efficacy in meeting multiple objectives;

E. Promote the gathering and sharing of scientific data and research by either entity as related to projects of mutual interest and concern.

F. Cooperate in public information and education efforts about our Nation's natural resources and their benefits for humanity and the Earth's biological diversity.

II. **RESPONSIBILITIES**.

A. The Corps and Audubon will seek opportunities to cooperate in efforts to promote the conservation of nationally and regionally significant biological diversity in accordance with applicable laws, regulations, and Army policies through projects or programs related to the conservation, understanding, management, and sustainable use of the Nation's land and water resources.

B. The Corps, subject to the availability of resources and in accordance with applicable laws, regulations, and Army policies, will seek to:

1. Communicate the establishment of this MOU to all U.S. Army Corps of Engineers Division and District offices as well as relevant laboratories;

2. Identify a point of contact for coordination of Audubon activities at Headquarters and each Corps Division office;

3. Make available to Audubon, to the extent legal and practicable and as appropriate and required to accomplish the goals of this MOU, existing information on the management of birds, fish and other wildlife on Corps civil works lands;

4. Consider opportunities, as appropriate, for partnering initiatives with Audubon, including environmental restoration, education and recreation activities and Important Bird Area stewardship;

5. Provide access to Audubon upon Corps civil works lands, as appropriate, to further the purpose of this MOU. The Corps' Operations Project Manager may approve access for Audubon to such lands, subject to management plans, safety and security considerations, and compatibility with Corps operations. If Audubon requests use of Corps civil works lands, a real estate instrument may be granted following a Corps determination that such land is available for the requested use;

6. Provide appropriate on-site recognition of Audubon involvement in specific ecosystem protection, restoration and/or management activities; and

7. As appropriate, enter into partnership agreements for endeavors to accomplish specific educational, habitat protection or restoration, or research projects.

C. Audubon, subject to the availability of resources and in accordance with applicable laws, regulations, and Audubon policies, will seek to:

1. Communicate the establishment of this MOU and method of implementation to all Audubon offices;

2. Identify a point of contact at each Audubon state office or, in the absence of a state office, the national office to serve as coordinator for cooperative actions with Corps offices;

3. Provide the Corps with regular updates of recently designated Important Bird Areas, sanctuaries and Audubon Centers;

4. Regularly review potential Corps projects for habitat protection and/or restoration for birds, fish and other wildlife and to determine the extent and nature of potential Audubon involvement, if any; and,

5. As appropriate, enter into partnership agreements for endeavors to accomplish specific educational, habitat protection and/or restoration, or research projects.

III. **GENERAL PRINCIPLES.** It is mutually agreed and understood by the parties that:

A. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for the noncompetitive award to Audubon of any contract or other agreement.

B. This MOU is intended only to improve cooperation between the Corps and Audubon, and is not intended to create any right or benefit, substantive or procedural, enforceable at law by any party against the United States, its agencies, its officers, or any person.

C. Nothing in this MOU shall be construed as affording Audubon any preferential treatment, exclusive rights, or privileges.

D. The Corps and Audubon intend to conduct the activities contemplated in this agreement in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent with existing laws or regulations or directives governing the signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

E. This MOU in no way restricts the parties from participating with other public or private agencies, organizations, and individuals. All parties recognize the importance of continuing cooperation and participation with non-governmental organizations and institutions in programs of mutual interest.

F. The parties of this MOU or their designated representatives shall meet annually to review the implementation of this MOU.

G. This MOU may be modified as necessary, by mutual agreement of both parties, by a written amendment signed and dated by an authorized representative of each party.

H. Either party may terminate this MOU by providing 45 days written notice to the other. Otherwise, this MOU will remain in force indefinitely.

VI. **EFFECTIVE DATE.** The parties have executed this MOU as of the last date written below.

THE DEPARTMENT OF THE ARMY

John Paul Woodley, Jr.

John Paul Woodley, Jr.
Assistant Secretary of the Army
(Civil Works)

Date 3/20/06

NATIONAL AUDUBON SOCIETY, INC.

John Flicker

John Flicker
President and Chief Executive Officer
National Audubon Society, Inc.

Date 3/20/06