

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AMERICAN SOCIETY OF AGRONOMY'S
CERTIFIED CROP ADVISER PROGRAM
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the American Society of Agronomy's Certified Crop Adviser Program, hereinafter referred to as the ASA/CCA, and the U.S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS.

This MOU defines in general terms the basis on which signatory agencies or organizations will cooperate and, as such, does not constitute a financial obligation to serve as a basis for expenditures. Expenditure of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory agency or organization to the extent that their participation is required and resources are available.

I. BACKGROUND

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of the Soil Conservation and Domestic Allotment Act, as amended (P.L. 74-46, 49 Stat. 163, 16 U.S.C. 590 (a-f), and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA program participants also have the option of obtaining conservation technical assistance from individuals approved and certified as Technical Service Providers.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food security Act of 1985 to require the secretary to provide technical assistance under this title to a program participant "directly, or ... through a payment ... for an approved third party, if available."

Section 1242 requires the Secretary to establish a system for “approving individuals and entities to provide technical assistance to carry out programs under this title (including criteria for the evaluation of providers or potential providers of technical assistance), and establishing the amounts and methods for payments for that assistance.” “...the Secretary shall ensure that persons with expertise in the technical aspects of conservation planning, watershed planning, environmental engineering (including commercial entities, nonprofit entities, State or local governments, and other Federal agencies), are eligible to become approved providers of the technical assistance.”

The American Society of Agronomy (ASA) is a 501-c-3, private, not-for-profit, corporation, headquartered in Madison, Wisconsin. ASA is a scientific, educational, membership organization. CCA is a certification program of ASA that certifies individuals who provide agronomic advice and recommendations and can meet the standards set by ASA/CCA.

II. PURPOSE

The purpose of this MOU is to establish a general framework to develop and maintain a partnership between NRCS and ASA/CCA that addresses an array of issues relative to providing conservation technical assistance. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party and cooperating land owners, operators, and program participants.

This memorandum will benefit NRCS by giving recommended individuals from the ASA/CCA the opportunity to be trained and become certified to provide technical assistance to program participants in addition to that which is available from NRCS. The ASA/CCA will also assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This memorandum will benefit the ASA/CCA by providing recommended individuals the opportunity to become certified and be placed on the approved list to provide technical service to USDA program participants and to expand their scope of services to existing and future clientele.

III. RESPONSIBILITIES

- A. The ASA/CCA will--
1. Provide a statement that its certified individuals meet the minimum NRCS standards for providing conservation assistance in the areas of nutrient management, pest management and residue management as approved sources of technical service.
 2. Establish and maintain a registry of individuals qualified to provide conservation technical services. The registry will include a list of services each individual is certified to provide. The registry will contain the following information:

- a) Name of Individual
 - b) Company
 - c) Address
 - d) Phone and FAX Numbers, and e-mail address if applicable
 - e) Skill Area
 - f) Service Area
 - g) Expiration Date
 - h) Certification organization
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain certification.
 - a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every three years.
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates (every two years).
 4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner.
 5. Remove individuals from the registry who do not maintain required levels of training within the two year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS.
 6. Notify certified members when technical and programmatic materials are available from NRCS in a timely manner to ensure that the highest quality of conservation technical assistance is available.
 7. Upon request and with agreement from all parties involved, provide NRCS with a list of courses an individual on the registry used to fulfill continuing education requirements.
 8. Inform certified members on the registry that their work is subject to the same NRCS annual quality reviews as that performed by NRCS employees.

9. Inform certified members that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will--

1. Provide the ASA/CCA with access to appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices.
2. Provide the ASA/CCA with access to current program information.
3. Distribute the approved list of Technical Service Providers to appropriate NRCS field and conservation district offices on a state by state basis.
4. Assist in suggesting training opportunities for ASA/CCA members and serve as a resource when available.
5. Remove individuals from the approved list of Technical Service Providers, if these individuals do not meet appropriate minimum standards.

C. AGREED THAT BOTH PARTIES will--

1. Meet as requested by either party to review progress and discuss methods of improving this process.

IV. PERIOD AND TERMS OF AGREEMENT

- A. The project period for this agreement begins on the date of the last signature and continues for five (5) years unless canceled by either party. NRCS and the ASA/CCA will jointly review this agreement at least once within the five year period.
- B. This agreement may be terminated by either party by written notice to the other party at least 30 days in advance of the effective date of the termination.
- C. Upon termination of this agreement, individuals certified as Technical Service Providers by NRCS will maintain their certification and continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

- A. See attachments A for information on appropriate organizational contacts. (Contacts for ASA/CCA, Luther Smith, Executive Director, CCA Program, 677 S. Segoe Road, Madison, WI 53711, 608-273-8090, ext. 337, fax: 608-273-2081, lsmith@agronomy.org)

VI. PROVISIONS

- A. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- B. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2, "The program or activities conducted under this memorandum of understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency hereof."

VII. AUTHORITY

This agreement is entered into under the authority of the Soil Conservation and Domestic Allotment Act, as amended (Public Law 74-46, 49 Stat.163, 16 U.S.C. 590a-f).

The undersigned parties hereby agree to the terms and conditions specified above.

Name _____ DATE _____

Title NRCS Chief

Name _____ DATE _____

Title NRCS Deputy Chief for Programs

Name _____ DATE _____

Title NRCS Deputy Chief for Science and Technology

Name _____ DATE _____

Title President, American Society of Agronomy

Name _____ DATE _____

Title Chair, Certified Crop Adviser Board

Name _____ DATE _____

Title Executive Director, CCA Program

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AMERICAN SOCIETY OF AGRONOMY
CERTIFIED PROFESSIONAL AGRONOMISTS
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the American Society of Agronomy's Certified Professional Agronomists, hereinafter referred to as ASA/CPAg, and the U.S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS.

I. BACKGROUND

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of the Soil Conservation and Domestic Allotment Act, as amended 16 U.S.C. 590f, and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA program participants in certain programs also have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or . . . through a payment . . . for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

ASA is a 501-c-3, corporation, headquartered in Madison, Wisconsin. ASA is a scientific and educational membership organization. CPAg is a certification of ASA that certifies individuals who meet the standards set by ASA/CPAg to provide agronomic advice and recommendations to private landowners and others.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between ASA and NRCS through which the ASA, under its Certified Crop Professional Agronomist Program, may submit recommendations to NRCS of individuals who meet the ASA's CPAg standards, and NRCS may consider such individuals for certification as third party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified technical service providers.

This MOU is to officially recognize that a person who has met the standards set by ASA/CPAg and is certified as a CPAg also meets the NRCS standards for providing conservation assistance in the areas of nutrient management, pest management, and residue management.

This memorandum will benefit NRCS by providing a certified CPAg recommended by ASA/CPAg the opportunity to become certified as a Technical Service Provider by NRCS. This, in turn, will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This memorandum will benefit ASA/CPAg by providing CPAg certified individuals the opportunity to become certified by NRCS. NRCS will place the certified Technical Service Provider on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

- A. The ASA/CPAg will:
 - 1. Provide a statement that the CPAg certified individuals ASA/CPAg recommends for certification by NRCS as a Technical Service Provider meet the minimum NRCS standards for providing conservation assistance in the areas of nutrient management, pest management and residue management;
 - 2. Establish and maintain a registry of individuals who meet ASA/CPAg qualifications to provide conservation technical services, identified in A.1. The registry will include a list of services each individual is

qualified to provide. The registry will contain the following information:

- a) Name of Individual
 - b) Company (if applicable)
 - c) Address
 - d) Phone and Fax Numbers, and e-mail address if applicable
 - e) Skill Area
 - f) Service Area
 - g) Expiration Date of qualification under ASA/CPAg
 - h) ASA/CPAg is recommending organization;
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain CPAg certification under ASA/CPAg.
- a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every two years.
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates;
4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner;
5. Remove individuals from the registry who do not maintain required levels of training within the two year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS;
6. Notify members when technical and programmatic materials are available from NRCS in a timely manner to ensure that the highest quality of conservation technical assistance is available;
7. Upon request and with agreement of all parties involved, provide NRCS with a list of courses an individual on the registry used to fulfill continuing education requirements;
8. Inform members that all providers to be certified by NRCS must complete a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider;

9. Inform members certified as Technical Service Providers by NRCS, that they are subject to the same annual quality reviews as that performed by NRCS employees; and
10. Inform members that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Ensure that ASA/CPAg standards for recommending individuals meet NRCS standard criteria for the specific practices covered by this MOU;
2. Provide ASA/CPAg with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices;
3. Provide the approved list of Technical Service Providers to USDA offices;
4. Assist in suggesting training opportunities for ASA/CPAg members and serve as a resource when available; and
5. Remove Technical Service Providers from the approved list through the decertification process if NRCS determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. It is agreed that both parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes affect upon the signature of NRCS and ASA/CPAg and shall remain in affect for five years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or ASA/CPAg and the subsequent written concurrences of the other. Either NRCS or ASA/CPAg may terminate this MOU with a 30-day written notice to the other.

- B. This MOU is not intended to, and does not 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.
- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.
- D. NRCS and ASA/CPAg and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- F. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2, "The program or activities conducted under this memorandum of understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal Financial assistance from the Department of Agriculture or any agency hereof."
- G. None of the information in this MOU shall obligate either the Department of Agriculture or ASA/CPAg to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of the Department of Agriculture and ASA/CPAg 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

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

A. ASA/CCA
Luther Smith
Executive Director, CCA Program
677 S. Segoe Road, Madison, WI 53711
Phone: (608) 273-8090, ext. 337
Fax: (608) 273-2081
lsmith@agronomy.org

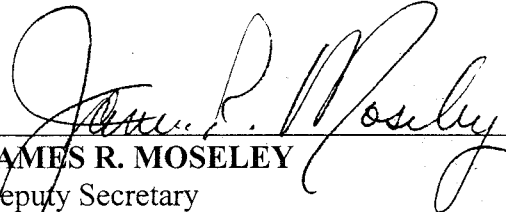
B. NRCS:
Diane Gelburd
Director, Ecological Sciences Division
PO Box 2890, Room 6158 South Building
Washington, DC 20013-2890
Phone: (202) 720-2587
Fax: (202) 720-2646

VI. AUTHORITY

NRCS enters into this agreement under the authority of the Food Security Act of 1985, Section 1242, 16 U.S.C. 3842.

VII. APPROVAL

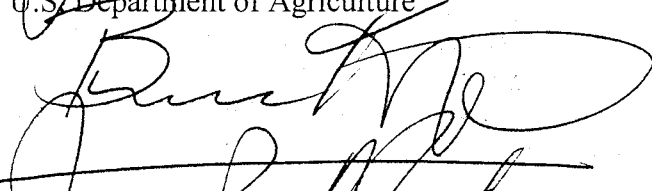
The undersigned parties hereby agree to the terms and conditions specified above.



JAMES R. MOSELEY
Deputy Secretary
U.S. Department of Agriculture

2/6/03


DATE



BRUCE I. KNIGHT
Chief
Natural Resources Conservation Service

2/6/03


DATE



ROBERT HOEFT
President
American Society of Agronomy

2/6/03

DATE



LUTHER SMITH
Executive Director
Certified Crop Adviser
American Society of Agronomy

2/6/03

DATE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AMERICAN SOCIETY OF AGRONOMY
CERTIFIED PROFESSIONAL CROP SCIENTISTS

AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the American Society of Agronomy Certified Professional Crop Scientists, hereinafter referred to as ASA/CPCSc and the U.S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS.

I. BACKGROUND

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of the Soil Conservation and Domestic Allotment Act, as amended 16 U.S.C. 590f, and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA program participants in certain programs also have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or . . . through a payment . . . for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

ASA is a 501-c-3, corporation, headquartered in Madison, Wisconsin. ASA is a scientific and educational membership organization. CPCSc is a certification of ASA that certifies individuals who meet the standards set by ASA/CPCSc to provide agronomic advice and recommendations to private landowners and others.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between ASA and NRCS through which the ASA, under its Certified Professional Crop Scientists Program, may submit recommendations to NRCS of individuals who meet the ASA's CPCSc standards, and NRCS may consider such individuals for certification as third party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified technical service providers.

This MOU is to officially recognize that a person who has met the standards set by ASA/CPCSc and is certified as a CPCSc also meets the NRCS standards for providing conservation assistance in the areas of nutrient management, pest management, and residue management.

This memorandum will benefit NRCS by providing a certified CPCSc recommended by ASA/CPCSc the opportunity to become certified as a Technical Service Provider by NRCS. This, in turn, will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This memorandum will benefit ASA/CPCSc by providing CPCSc certified individuals the opportunity to become certified by NRCS. NRCS will place the certified Technical Service Provider on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. The ASA/CPCSc will:

1. Provide a statement that the CPCSc certified individuals ASA/CPCSc recommends for certification by NRCS as a Technical Service Provider meet the minimum NRCS standards for providing conservation assistance in the areas of nutrient management, pest management and residue management;
2. Establish and maintain a registry of individuals who meet ASA/CPCSc qualifications to provide conservation technical services, identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:

- a) Name of Individual
 - b) Company (if applicable)
 - c) Address
 - d) Phone and Fax Numbers, and e-mail address if applicable
 - e) Skill Area
 - f) Service Area
 - g) Expiration Date of qualification under ASA/CPCSc
 - h) ASA/CPCSc is recommending organization;
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain CPCSc certification under ASA/CPCSc.
- a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every two years.
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates;
4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner;
5. Remove individuals from the registry who do not maintain required levels of training within the two year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS;
6. Notify members when technical and programmatic materials are available from NRCS in a timely manner to ensure that the highest quality of conservation technical assistance is available;
7. Upon request and with agreement of all parties involved, provide NRCS with a list of courses an individual on ASA/CPCSc registry used to fulfill continuing education requirements;
8. Inform members that all providers to be certified by NRCS must complete a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider;

9. Inform members certified as Technical Service Providers by NRCS, that they are subject to the same annual quality reviews as that performed by NRCS employees; and
10. Inform members that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Ensure that ASA/CPCSc standards for recommending individuals meet NRCS standard criteria for the specific practices covered by this MOU;
2. Provide ASA/CPCSc with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices;
3. Provide the approved list of Technical Service Providers to USDA offices;
4. Assist in suggesting training opportunities for ASA/CPCSc members and serve as a resource when available; and
5. Remove Technical Service Providers from the approved list through the decertification process if NRCS determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. It is mutually agreed that both parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes affect upon the signature of NRCS and ASA/CPCSc and shall remain in affect for five years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or ASA/CPCSc and the subsequent written concurrences of the other. Either NRCS or ASA/CPCSc may terminate this MOU with a 30-day written notice to the other.

- B. This MOU is not intended to, and does not 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.
- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.
- D. NRCS and ASA/CPCSc and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- F. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2, "The program or activities conducted under this memorandum of understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal Financial assistance from the Department of Agriculture or any agency hereof."
- G. None of the information in this MOU shall obligate either the Department of Agriculture or ASA/CPCSc to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of the Department of Agriculture and ASA/CPCSc 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

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

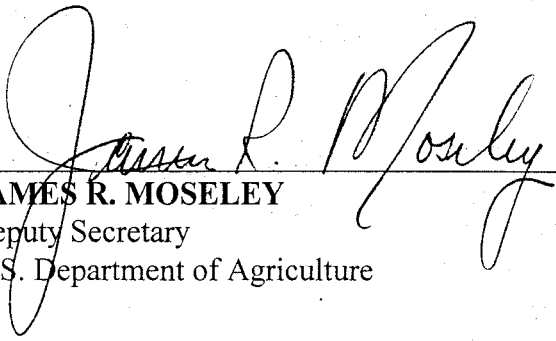
- A. ASA/CCA
Luther Smith
Executive Director, CCA Program
677 S. Segoe Road, Madison, WI 53711
Phone: (608) 273-8090, ext. 337
Fax: (608) 273-2081
lsmith@agronomy.org
- B. NRCS:
Diane Gelburd
Director, Ecological Sciences Division
PO Box 2890, Room 6158 South Building
Washington, DC 20013-2890
Phone: (202) 720-2587
Fax: (202) 720-2646

VI. AUTHORITY

NRCS enters into this agreement under the authority of the Food Security Act of 1985, Section 1242, 16 U.S.C. 3842.

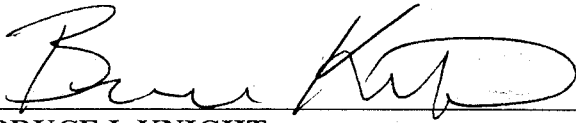
VII. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.



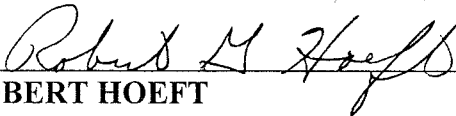
JAMES R. MOSELEY
Deputy Secretary
U.S. Department of Agriculture

2/6/03
DATE



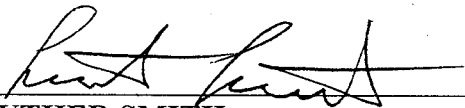
BRUCE I. KNIGHT
Chief
Natural Resources Conservation Service

2/6/03
DATE



ROBERT HOEFT
President
American Society of Agronomy

2/6/03
DATE



LUTHER SMITH
Executive Director
Certified Crop Adviser
American Society of Agronomy

2/6/03
DATE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
AMERICAN SOCIETY OF AGRONOMY
CERTIFIED PROFESSIONAL SOIL SCIENTISTS
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the American Society of Agronomy's Certified Professional Soil Scientists, hereinafter referred to as ASA/CPSSc and the U.S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS.

I. BACKGROUND

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of the Soil Conservation and Domestic Allotment Act, as amended 16 U.S.C. 590f, and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA program participants in certain programs also have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or . . . through a payment . . . for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

ASA is a 501-c-3, corporation, headquartered in Madison, Wisconsin and is a scientific and educational membership organization. CPSSc is a certification of ASA that certifies individuals who meet the standards set by ASA/CPSSc to provide agronomic advice and recommendations to private landowners and others.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between ASA and NRCS through which the ASA, under its Certified Professional Soil Scientists Program, may submit recommendations to NRCS of individuals who meet the ASA's CPSSc standards, and NRCS may consider such individuals for certification as third party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified technical service providers.

This MOU is to officially recognize that a person who has met the standards set by ASA/CPSSc and is certified as a CPSSc also meets the NRCS standards for providing conservation assistance in the areas of nutrient management, residue management, wetland creation, wetland enhancement and wetland restoration.

This memorandum will benefit NRCS by providing a certified CPSSc recommended by ASA/CPSSc the opportunity to become certified as a Technical Service Provider by NRCS. This, in turn, will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This memorandum will benefit ASA/CPSSc by providing CPSSc certified individuals the opportunity to become certified by NRCS. NRCS will place the certified Technical Service Provider on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

- A. The ASA/CPSSc will:
 - 1. Provide a statement that the CPSSc certified individuals ASA/CPSSc recommend for certification by NRCS as a Technical Service Provider meet the minimum NRCS standards for providing conservation assistance in the areas of nutrient management, residue management, wetland creation, wetland enhancement and wetland restoration;

2. Establish and maintain a registry of individuals who meet ASA/CPSSc qualifications to provide conservation technical services, identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:
 - a) Name of Individual
 - b) Company (if applicable)
 - c) Address
 - d) Phone and Fax Numbers, and e-mail address if applicable
 - e) Skill Area
 - f) Service Area
 - g) Expiration Date of qualification under ASA/CPSSc
 - h) ASA/CPSSc is recommending organization;
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain CPSSc certification under ASA/CPSSc.
 - a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every two years.
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates;
4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner;
5. Remove individuals from the registry who do not maintain required levels of training within the two year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS;
6. Notify recommended members to NRCS when technical and programmatic materials are available from NRCS in a timely manner to ensure that the highest quality of conservation technical assistance is available;

7. Upon request and with agreement of all parties involved, provide NRCS with a list of courses an individual on the registry used to fulfill continuing education requirements;
8. Inform members that all providers to be certified by NRCS must complete a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider;
9. Inform members certified as Technical Service Providers by NRCS, that they are subject to the same annual quality reviews as that performed by NRCS employees; and
10. Inform members that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Ensure that ASA/CPSSc standards for recommending individuals meet NRCS standard criteria for the specific practices covered by this MOU;
2. Provide ASA/CPSSc with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices;
3. Provide the approved list of Technical Service Providers to USDA offices;
4. Assist in suggesting training opportunities for ASA/CPSSc members and serve as a resource when available; and
5. Remove Technical Service Providers from the approved list through the decertification process if NRCS determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. It is agreed that both parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of NRCS and ASA/CPSSc and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or ASA/CPSSc and the subsequent written concurrences of the other. Either NRCS or ASA/CPSSc may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not 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.
- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.
- D. NRCS and ASA/CPSSc and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- F. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2, "The program or activities conducted under this memorandum of understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal Financial assistance from the Department of Agriculture or any agency hereof."

- G. None of the information in this MOU shall obligate either the Department of Agriculture or ASA/CPSSc to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of the Department of Agriculture and ASA/CPSSc 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.

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

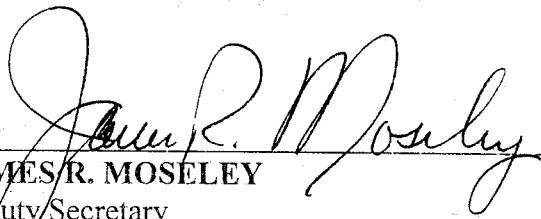
- A. ASA/CCA
Luther Smith
Executive Director, CCA Program
677 S. Segoe Road, Madison, WI 53711
Phone: (608) 273-8090, ext. 337
Fax: (608) 273-2081
lsmith@agronomy.org
- B. NRCS:
Diane Gelburd
Director, Ecological Sciences Division
PO Box 2890, Room 6158 South Building
Washington, DC 20013-2890
Phone: (202) 720-2587
Fax: (202) 720-2646

VI. AUTHORITY

NRCS enters into this agreement under the authority of the Food Security Act of 1985, Section 1242, 16 U.S.C. 3842.

VII. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.



JAMES R. MOSELEY
Deputy Secretary
U.S. Department of Agriculture

2/6/03
DATE



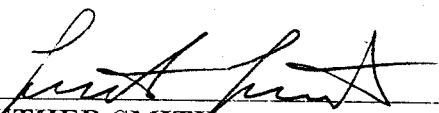
BRUCE I. KNIGHT
Chief
Natural Resources Conservation Service

2/6/03
DATE



ROBERT HOEFT
President
American Society of Agronomy

2/6/03
DATE



LUTHER SMITH
Executive Director
Certified Crop Adviser
American Society of Agronomy

2/6/03
DATE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ENVIRONMENTAL MANAGEMENT SOLUTIONS, LLC
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is between the Environmental Management Solutions, LLC, (EMS) and the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, (NRCS).

I. BACKGROUND

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of Title XII of the Food Security Act of 1985, as amended, 16 U.S.C. 3801 et seq., and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA conservation program participants have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Act to a program participant "directly, or ... through a payment ... for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

EMS is a for profit corporation providing a complete line of environmental services and training for agriculture.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between EMS and NRCS through which the EMS, may submit recommendations to NRCS of individuals who meet the EMS Certification Program standards for possible certification as third party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified Technical Service Providers.

This MOU recognizes that a person who has met the standards set by EMS, and is certified by EMS, also meets the NRCS performance proficiencies for providing conservation assistance in the suites of practices of: Manure and Wastewater Handling and Storage (MWHS), Comprehensive Nutrient Management Plan (CNMP) Plan Approval, Comprehensive Nutrient Management Plan (CNMP) Planning and Assistance, and Nutrient Management.

This MOU will benefit NRCS by providing EMS-certified individuals who are recommended by EMS with the opportunity to become certified by NRCS as a Technical Service Provider. This, in turn, will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit the EMS by providing EMS-certified individuals with the opportunity to become certified by NRCS as a Technical Service Provider. NRCS will place the certified Technical Service Provider on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. The EMS will:

1. Provide a statement that the EMS-certified individuals who EMS recommends for certification as a Technical Service Provider meet the minimum NRCS performance proficiencies for providing conservation assistance in the suites of practices of: Manure and Wastewater Handling and Storage; Comprehensive Nutrient Management Plan (CNMP) Plan Approval; Comprehensive Nutrient Management Plan (CNMP) Planning and Assistance; and Nutrient Management;
2. Establish and maintain a registry of individuals who meet the EMS qualifications to provide conservation technical assistance in the suites of practices identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:

- a) Name of Individual
 - b) Company (if applicable)
 - c) Address
 - d) Phone and Fax Numbers, and e-mail address (if applicable)
 - e) Skill Area
 - f) Service Area
 - g) Expiration Date of qualification under EMS
 - h) EMS as the recommending organization;
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain certification under the EMS:
- a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every 3 years; and
 - b) The registry will indicate the deadline by which each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates;
4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner;
5. Remove individuals from the registry who do not maintain required levels of training within the 3-year time frame or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS;
6. Notify EMS members in a timely manner when technical and programmatic materials are available from NRCS to ensure that the highest quality of conservation technical assistance is available;
7. Upon request and with agreement from all parties involved, provide NRCS with a list of courses an individual on the EMS registry used to fulfill continuing education requirements;
8. Inform members that all providers to be certified by NRCS must execute a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider;
9. Inform members certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as NRCS employees; and
10. Inform members that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Advise EMS of the knowledge, skills, and proficiencies an individual will need to possess to qualify for Technical Service Provider (TSP) designation for each of the technical service categories identified in this MOU;
2. Ensure that the EMS standards for recommending individuals meets NRCS performance proficiency criteria for the specific suites of practices covered by this MOU;
3. Provide EMS with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices;
4. Provide the approved list of Technical Service Providers to USDA offices;
5. Assist in suggesting training opportunities for EMS members, provide training materials when available, and serve as a resource when practicable; and
6. Remove Technical Service Providers from the approved list through the decertification process if it is determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. Agreed that Both Parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of NRCS and EMS, and shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or EMS, and the subsequent written concurrences of the other. Either NRCS or EMS may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not 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.
- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved

list of Technical Service Providers in accordance with the terms and conditions of their certification.

- D. NRCS, the EMS, and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually-beneficial manner.
- E. None of the information in this MOU shall obligate either USDA or EMS to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of USDA and EMS will require execution of separate agreements and be contingent upon the availability of 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.

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

A. Environmental Management Solutions, LLC

Earl Dotson
President/CEO
Post Office Box 14586
Des Moines, Iowa 50306
Phone: (515) 278-8002
Fax: (515) 278-8011
e-mail: dotson@emslc.org

B. NRCS

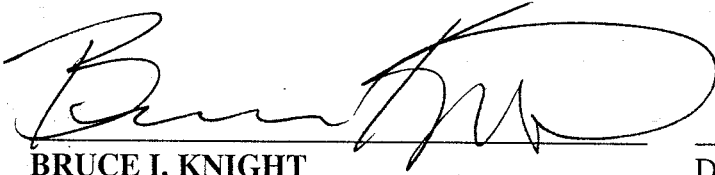
Lawrence E. Clark
Deputy Chief for Science and Technology
Post Office Box 2890, Room 5006 South Building
Washington, D.C. 20013-2890
Phone: (202) 720-4630
Fax: (202) 720-7710
e-mail: larry.clark@usda.gov

VI. AUTHORITY

NRCS enters into this agreement under the authority of the Food Security Act of 1985, Section 1242, 16 U.S.C. 3842.

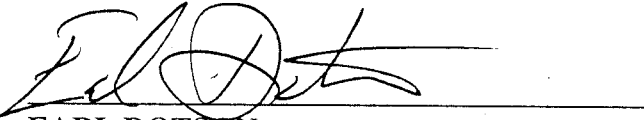
VII. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.



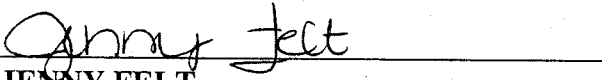
BRUCE I. KNIGHT
Chief
Natural Resources Conservation Service

6/17/03
DATE



EARL DOTSON
President
Environmental Management Solutions, LLC

6-17-03
DATE



JENNY FELT
Chair, Certification Board
Environmental Management Solutions, LLC

6-17-03
DATE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL ALLIANCE OF INDEPENDENT CROP CONSULTANTS
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is between the National Alliance of Independent Crop Consultants (NAICC) and the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).

I. BACKGROUND

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of Title XII of the Food Security Act of 1985, as amended, 16 U.S.C. 3801 et seq., and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA conservation program participants have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Act to a program participant "directly, or ... through a payment ... for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

NAICC is a 501 (c) (6) non-profit organization based in Collierville, Tennessee. NAICC has certified members with expertise in providing agricultural producers with specific types of conservation assistance.

GENERAL MANUAL (GM)
120-ADS
Circular No. 12, (Part 401)

October 7, 2002

SUBJECT: ADS-GRANT AGREEMENTS, COOPERATIVE AGREEMENTS, AND
CONTRIBUTION AGREEMENTS

Purpose. To issue policy that implements new procedures for conducting Grant Agreements, Cooperative Agreements, and Contribution Agreements management throughout the Natural Resources Conservation Service (NRCS).

Effective Date. This Circular is effective upon receipt.

Background. This updates policy to achieve NRCS' objectives when evaluating the potential for competitive solicitation and award of discretionary grant agreements and cooperative agreements, as well as the noncompetitive award of contribution agreements. The Office of Inspector General (OIG), in its prior review, also recommended that the NRCS use competitive procedures in awarding discretionary grants and cooperative agreements. Excluded from this policy are those funds subject to Congressional earmarks (after verification of authenticity), agreements entered into under P.L. 566 Program, P.L. 534 Program, Emergency Watershed Protection Program, and Resource Conservation and Development (RC&D) Program.

Policy. When implementing a particular discretionary grant agreement, cooperative agreement or contribution agreement method consistent with NRCS program authority, the following shall also apply:

1. Contribution Agreements (also known as Non-Assistance Cooperative Agreements) entered into with other entities in accordance with Section 714 of the 2001 USDA Appropriation Act. The other party to the agreement is required to contribute at least 50 percent towards the cost of accomplishing the objective of the agreement. In cases where there are more than two parties to the agreement, all parties will contribute their equal share. Other entity contributions may be through a direct outlay of its funds and/or through in-kind contributions. All in kind contributions will be determined on the basis of guidance provided in applicable Federal cost principles, as determined by the standards set by the Office of Management and Budget (OMB) in Policy Circulars A-21, A-87, and A-122.

2. Grant Agreements and Cooperative Agreements entered into with other entities in accordance with the Federal Grant and Cooperative Agreement Act of 1977, as amended. These agreements may be funded up to 100 percent by the NRCS. All such agreements will be awarded to other entities based on the outcome of a competitive solicitation process, in accordance with 7 Code of Federal Regulations (CFR) 3015.158 (d). Along with other evaluation factors for award, provision shall also be made to allow prospective awardees to offer some level of funding to decrease the Federal outlay towards accomplishing the proposed agreement objective. The NRCS Federal Grants and Cooperative Agreements Handbook will be used for further guidance concerning the agreement process.
3. NRCS Program Managers at the organizational level who are contemplating entering into the agreement will need to provide a clear, written justification for inclusion in the project file that documents the tangible benefits to NRCS in establishing the agreement used in 1. or 2. above. This would include such documentation as the legal authority, a detailed budget that specifically identifies NRCS and other entity personnel costs and the amount of time devoted to the work; plus other direct and indirect costs for travel, equipment, etc. The Program Manager is to ensure the budget includes only allowable, allocable, and reasonable costs as found in OMB Circulars A-21, A-87, and A-122. The budget shall identify the other entity's non-cash contribution expenses (the expenses the entity incurs that is contributed to the project in lieu of cash for their share of direct and indirect costs.). In-kind contributions are non-cash contributions from third parties that the other entity receives to be used in the project, such as volunteer labor, donated materials, and equipment, where the recipient incurs no expense. In-kind contributions are not reimbursable.
4. Deliverables – A specific work plan is required which outlines the deliverables and dates for deliverables that will be incorporated as an appendix to the agreement. The NRCS' program technical representative is responsible to review the work plan and ensure that the plan is sufficient to accomplish the intended agreement objectives.
5. An NRCS Signatory Official (i.e. Deputy Chief for Management, Regional Conservationist, State Conservationist, and Administrative Officer for the National Business Management Center) shall assign appropriate employees as Administrative and Technical Representatives for all agreements. The name, title, address, and other contact information for Technical and Administrative contacts shall be identified in each agreement. Among other tasks, technical representatives must also certify that the deliverables received meet the terms of the agreement.
6. The Deputy Chief for Management is delegated the authority to grant exceptions to the percentage and competition requirements identified in 1. and 2. above, execute agreements as the Signatory Official, and administer all National Headquarters level agreements. Likewise, Regional Conservationists, State Conservationists, and the Administrative Officer for the National Business Management Center are delegated the authority to grant exceptions to the percentage and competition requirements identified in 1. and 2. above, execute agreements as Signatory Official, and administer those agreements within their organizational level. Any such exceptions granted, together with the rationale, shall be appropriately documented in writing, signed, and placed in the project file.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between NAICC and NRCS for the purpose of recommending individuals for possible NRCS certification. Through the MOU, NAICC may submit recommendations to NRCS of individuals who meet NAICC standards, under its Certified Professional Crop Consultants (- Independent) (CPCC (-I)) certification program, and NRCS may consider such individuals for certification as third party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified Technical Service Providers.

This MOU is to officially recognize that a person who has met the standards set by NAICC and is certified as a CPCC (-I) and meets the NRCS performance proficiencies for providing conservation assistance in some or all of the suites of practices that follow as designated in advance: Buffers, Certified Conservation Planner, CNMP – Plan Approval, CNMP – Planning and Assistance, Grazing/Forages, Irrigation Water Management, Nutrient Management (Organic and Inorganic), Pest Management, Tillage and Erosion, and Vegetative Land Stabilization.

This MOU will benefit NRCS by providing certified CPCC (-I) individuals recommended by NAICC the opportunity to become certified by NRCS as Technical Service Providers. This, in turn, will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit NAICC by providing CPCC (-I) certified individuals the opportunity to become certified by NRCS as Technical Service Providers. NRCS will place the certified Technical Service Provider on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. NAICC will:

1. Provide a signed statement that the CPCC (-I) certified individuals NAICC recommends for certification as a Technical Service Provider meet the minimum NRCS performance proficiencies for providing conservation assistance in some or all of the suites of practices: Buffers; Certified Conservation Planner; CNMP – Plan Approval; CNMP – Planning and Assistance; Grazing Forages; Irrigation Water Management; Nutrient Management (Organic and Inorganic); Pest Management; Tillage and Erosion; and Vegetative Land Stabilization;
2. Establish and maintain a registry of individuals who meet the NAICC qualifications to provide conservation technical assistance in the suites of practices identified in A.1. The registry will identify the suite(s) of

practices each individual is qualified to provide. The registry will contain the following information:

- a) Name of individual
 - b) Company (if applicable)
 - c) Address
 - d) Phone and fax numbers, and e-mail address (if applicable)
 - e) Skill area
 - f) Service area
 - g) Expiration date of qualification under NAICC
 - h) NAICC as the recommending organization;
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain qualification under NAICC.
 - a) Each individual who wishes to remain on the NAICC registry is required to receive appropriate training in accordance with CPCC (-I) requirements.
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates;
 4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner;
 5. Remove individuals from the registry who do not maintain required levels of training within the 3-year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS;
 6. Notify recommended members in a timely manner when technical and programmatic materials are available from NRCS to ensure that the highest quality of conservation technical assistance is available;
 7. Upon request and with agreement from all parties involved, provide NRCS with a list of courses an individual on the NAICC registry used to fulfill continuing education requirements;
 8. Inform members that all providers to be certified by NRCS must complete a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider. Encourage members to review the Certification Agreement prior to having their names placed on the registry of recommended individuals to NRCS;

9. Inform members certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as NRCS employees; and
10. Inform members certified as Technical Service Providers by NRCS that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Advise NAICC of the knowledge, skills, and proficiencies an individual will need to possess to qualify for Technical Service Provider designation for each of the technical service categories identified in this MOU;
2. Ensure that the NAICC standards for recommending individuals meet NRCS performance proficiency criteria for the specific suites of practices covered by this MOU;
3. Provide NAICC with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices;
4. Provide the approved list of Technical Service Providers to USDA offices;
5. Assist in suggesting training opportunities for NAICC members, provide training materials when available, and serve as a resource when practicable; and
6. Remove Technical Service Providers from the approved list through the decertification process if it is determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. Agreed that both Parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of NRCS and NAICC and shall remain in effect for 5 years from the date of execution unless amended or terminated as set forth herein. This MOU may be extended or amended upon written request of either NRCS or NAICC and the subsequent written concurrences of the other. Either NRCS or NAICC may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not 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.
- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.
- D. NRCS and NAICC and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. None of the information in this MOU shall obligate either USDA or NAICC to obligate 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 USDA and NAICC require execution of separate agreements and be contingent upon the availability of funds. Such activities must be independently authorized by appropriate statutory authority. Negotiations, execution, and administration of each such agreement must comply with all applicable statutes and regulation.

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

A. NAICC

Allison H. Jones
Executive Vice President
349 East Nolley Drive
Collierville, Tennessee 38017
Phone: (901) 861-0511
Fax: (901) 861-0512
e-mail: JonesNAICC@aol.com

B. NRCS

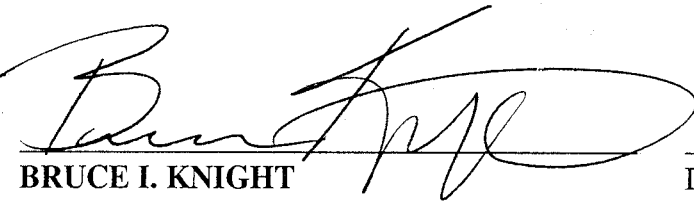
Lawrence E. Clark
Deputy Chief for Science and Technology
PO Box 2890, Room 5006 South Building
Washington, DC 20013-2890
Phone: (202) 720-4630
Fax: (202) 720-7710
e-mail: larry.clark@usda.gov

VI. AUTHORITY

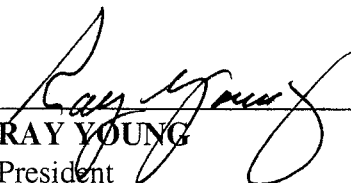
NRCS enters into this agreement under the authority of section 1242 of the Food Security Act of 1985, 16 U.S.C. 3842.

VII. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.



BRUCE I. KNIGHT 6/23/03
Chief DATE
Natural Resources Conservation Service



RAY YOUNG 6-23-2003
President DATE
National Alliance of Independent Crop Consultants

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOCIETY FOR RANGE MANAGEMENT
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the Society for Range Management, hereinafter referred to as SRM, and the U.S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS.

I. BACKGROUND

NRCS is responsible for providing technical assistance to landowners and operators in protecting soil, water, and related resources under the provisions of the Soil Conservation and Domestic Allotment Act, as amended 16 U.S.C. 590 (a-f), and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State, and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA program participants in certain programs also have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171; May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or ... through a payment ... for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

The SRM is a nonprofit association incorporated under the laws of the State of Wyoming. SRM is recognized as a scientific and educational organization, under the provisions of 501-(c)-(3) of the Internal Revenue Code. SRM is also classed as a public foundation as described in Section 509 (a) (2) of the Code.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between SRM and NRCS to develop and maintain a partnership that addresses an array of issues relative to providing Conservation Technical Assistance. This MOU is to officially recognize that a person who has met specific standards set by SRM, is certified to meet the NRCS standards for providing conservation. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as conservation program participants who wish to avail themselves of technical services provided by certified technical service providers.

This MOU will benefit NRCS by providing SRM recommended individuals the opportunity to become certified as a Technical Service Provider by NRCS. This in turn will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit SRM by providing recommended individuals the opportunity to become certified by NRCS and be placed on the approved list to provide technical service to USDA program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. The SRM will--

1. Provide a statement that the individuals SRM recommends for certification by NRCS as a Technical Service Provider meet the minimum certification standards established by SRM.
2. Establish and maintain a registry of individuals who meet SRM qualifications to provide conservation technical services. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:
 - a) Name of individual;
 - b) Company (if applicable);
 - c) Address;
 - d) Phone and fax numbers, and e-mail address if applicable;
 - e) Skill area;
 - f) Service area;
 - g) Expiration date of qualification under SRM; and
 - h) SRM is recommending organization.

3. Annually record recommended individuals' efforts to satisfy continuing education requirements to maintain certification under SRM.
 - a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every three years.
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates.
4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner.
5. Remove individuals from the registry who do not maintain required levels of training within the three-year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS.
6. Notify members when technical and programmatic materials are available from NRCS in a timely manner to ensure that the highest quality of conservation technical assistance is available.
7. Upon request and with agreement of all parties involved, provide NRCS with a list of courses an individual on the SRM registry used to fulfill continuing education requirements.
8. Inform members that all providers to be certified by NRCS must complete a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider.
9. Inform members certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as NRCS employees.
10. Inform members that they cannot legally certify completed cost-shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will--

1. Ensure that SRM standards for recommending individuals meet NRCS standard criteria.

2. Provide SRM with access to current program information and appropriate technical reference documents for use by the Technical Service Providers. Such documents will include manuals, appropriate update to Technical Service Provider policy, and standards for appropriate conservation practices.
3. Provide the approved list of Technical Service Providers to appropriate USDA offices.
4. Assist in suggesting training opportunities for SRM members and serve as a resource when available.
5. Remove Technical Service Providers from the approved list through decertification if it is determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. IT IS MUTUALLY AGREED UPON BY BOTH PARTIES:

1. To periodically review the progress, meet as requested and discuss methods of improving this process.
2. That this MOU is neither a fiscal nor funds obligating document. Any endeavor by either party that involves the reimbursement, contribution of funds, or transfer of anything of value between the parties will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors shall be outlined in separate agreements, made in writing by representative of both parties, and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
3. This MOU in no way restricts either party from participation in similar activities with other public or private agencies, organizations, and individuals.
4. That each party agrees that it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents, or employees for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees under this MOU, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or employees while occupying or visiting the projects under and pursuant to this MOU. The Federal Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).

5. This MOU is not intended to, and does not 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.
6. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.

IV. DURATION

This MOU shall become effective the date of the last signature and continue in effect for a period of five years or until modified or terminated. This MOU may be modified or amended upon written consent of both parties. This MOU may be terminated with a 30-day written notice from either party.

V. PROVISIONS

- A. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- B. All activities and programs conducted under this MOU shall be administered in accordance with the requirements of Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Department of Justice regulations enforcing nondiscrimination requirements, and Agricultural Departmental rules and regulations. Compliance ensures access in all aspects of program delivery of benefits and services to the public without regard to race, color, national origin, religion, sex, age, disability, marital status, familial status, parental status, sexual orientation, or because all or part of an individual's income is derived from any public assistance program.

VI. CONTACTS

A. SRM:

Sam Albrecht
Executive Vice-President
445 Union Blvd. Suite 230
Lakewood, CO 80228-1259
Phone: (303) 986-3309
Fax: (303) 986-3892

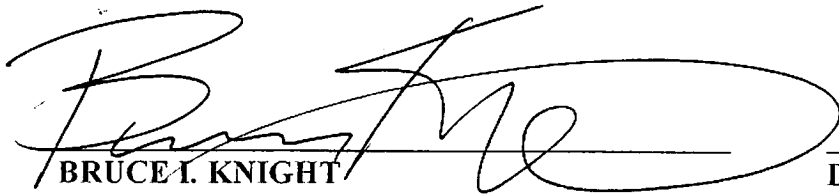
B. NRCS:

Lawrence E. Clark
Deputy Chief of Science and Technology
P.O. Box 2890, Room 5006 South Building
Washington, D.C. 20013-2890
Phone: (202) 720-4630
Fax: (202) 720-7710

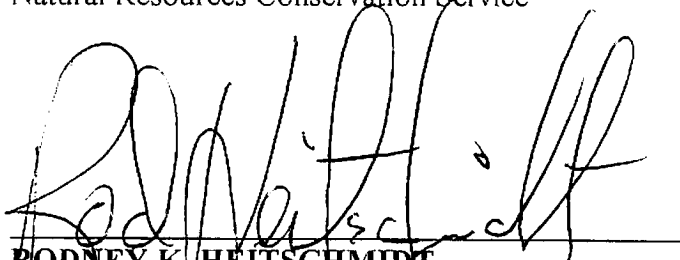
VII. AUTHORITY

NRCS enters into this agreement under the authority of the Soil Conservation and Domestic Allotment Act, as amended, 16 U.S.C. 590a-f, and Section 2701 of the 2002 Farm Bill, Public Law 107-171.

The undersigned parties hereby agree to the terms and conditions specified above.



BRUCE I. KNIGHT 2/2/03
Chief DATE
Natural Resources Conservation Service



RODNEY K. HEITSCHMIDT 2/2/03
President DATE
Society for Range Management

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOCIETY OF AMERICAN FORESTERS
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the Society of American Foresters (SAF) and the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).

I. BACKGROUND

NRCS is responsible for providing technical assistance to landowners and operators in protecting soil, water, and related resources under the provisions of Title XII of the Food Security Act of 1985, as amended, 16 U.S.C. 3801 et seq., and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA conservation program participants have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Act to a program participant "directly, or ... through a payment ... for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

SAF is a non-profit professional organization meeting the requirements of 501(c) (3). SAF is the national scientific and educational organization representing the forestry profession in the United States.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between SAF and NRCS. Through the MOU, SAF may submit recommendations to NRCS of individuals who meet the SAF Certified Forester® Program eligibility standards, and NRCS may consider such individuals for certification as third party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified Technical Service Providers.

This MOU recognizes that a person who is a Certified Forester® according to the standards set by SAF also meets the NRCS performance proficiencies for providing conservation assistance in the suite of practices of Forestry/Agroforestry.

This MOU will benefit NRCS by providing Certified Foresters® recommended by SAF the opportunity to become certified by NRCS as Technical Service Providers. This in turn will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit the SAF by providing Certified Foresters® the opportunity to become certified by NRCS as Technical Service Providers. NRCS will place the certified Technical Service Provider on the approved list to provide technical service in forestry and agroforestry to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. SAF will:

1. Provide a statement that the Certified Foresters® the SAF recommends for certification as Technical Service Providers meet the minimum Certified Forester® Program eligibility and continuing education standards thus meeting the minimum NRCS performance proficiencies and are eligible to be certified through NRCS to provide conservation assistance in the suite of practices of Forestry/Agroforestry.
2. Establish and maintain a registry of individuals who meet the Certified Forester® Program qualifications to provide conservation technical assistance in the suites of practices identified in A.1. The registry will contain the following information:
 - a) Name of individual
 - b) Company (if applicable)
 - c) Address
 - d) Phone and fax numbers, and e-mail address (if applicable)

- e) Skill area (forestry and agroforestry)
 - f) Expiration date of qualification under the Certified Forester® Program
 - h) SAF as the recommending organization.
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain certification under the Certified Forester® Program:
- a) Each individual who wishes to remain on the registry is required to receive appropriate training, consistent with the continuing education requirements of the Certified Forester® Program; and
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates.
4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner.
5. Remove individuals from the registry of Certified Foresters® supplied to NRCS who have been decertified through the Certified Forester® Program decertification process and notify NRCS in a timely manner.
6. Notify Certified Foresters® in a timely manner when technical and programmatic materials are available from NRCS to ensure that the highest quality of conservation technical assistance is available.
7. Upon request and with agreement from all parties involved, provide NRCS with a list of courses an individual on the Certified Forester® registry used to fulfill continuing education requirements.
8. Inform Certified Foresters® that all providers to be certified by NRCS must execute a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider.
9. Inform Certified Foresters® certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as NRCS employees.
10. Inform Certified Foresters® that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Advise the SAF of the knowledge, skills, and proficiencies an individual will need to possess to qualify for Technical Service Provider (TSP) designation for the technical service category identified in this MOU.
2. Ensure that the Certified Forester® Program standards for recommending individuals meet NRCS standard criteria for technical services covered by this MOU.
3. Provide Certified Foresters® with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices.
4. Provide the approved list of Technical Service Providers to USDA offices.
5. Assist in suggesting training opportunities for Certified Foresters® and SAF members and serve as a resource when available.
6. Remove Technical Service Providers from the approved list through the decertification process if it is determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.
7. Notify SAF of individuals removed from the approved list through the NRCS decertification process.

C. Agreed that both Parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of NRCS and SAF and shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or SAF and the subsequent written concurrences of the other. Either NRCS or SAF may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not 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.

- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.
- D. NRCS and the SAF and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. None of the information in this MOU shall obligate either USDA or SAF to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of USDA and SAF will require execution of separate agreements and be contingent upon the availability of 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.

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

A. SAF

Michelle Mauthe Harvey, CF
Director of Science and Education
5400 Grosvenor Lane, Bethesda, MD 20814
Phone: (301) 897-8720 ext. 119
Fax: (301) 897-3690
e-mail: harveym@safnet.org

B. NRCS

Lawrence E. Clark
Deputy Chief for Science and Technology
P.O. Box 2890, Room 5006 South Building
Washington, DC 20013-2890
Phone: (202) 720-4630
Fax: (202) 720-7710
e-mail: larry.clark@usda.gov

VI. AUTHORITY

NRCS enters into this agreement under the authority of Section 1242 of the Food Security Act of 1985, 16 U.S.C. 3842.

VII. APPROVAL

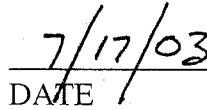
The undersigned parties hereby agree to the terms and conditions specified above.



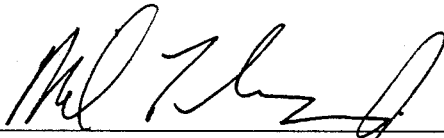
MARK REY

Under Secretary

of Natural Resources and Environment



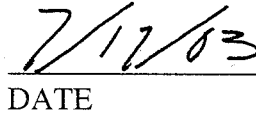
DATE



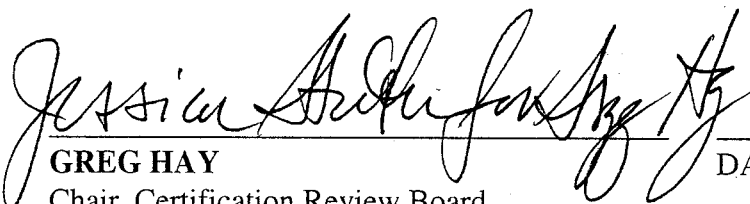
MICHAEL T. GOERGEN, JR.

Executive Vice-President

CEO, Society of American Foresters



DATE



GREG HAY

Chair, Certification Review Board

Society of American Foresters



DATE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
IRRIGATION ASSOCIATION
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is between the Irrigation Association, hereinafter referred to as the IA, and the U.S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS.

I. BACKGROUND

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of the Soil Conservation and Domestic Allotment Act, as amended 16 U.S.C. 590 (a-f), and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State, and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA program participants in certain programs also have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or . . . through a payment . . . for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

The Irrigation Association is a 501c6, non-profit, membership organization that provides members and others with a tested Certification program specializing in all irrigation disciplines.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between IA and NRCS through which IA may submit recommendations to NRCS of individuals who meet IA tested certification in Agriculture standards, and NRCS may consider such individuals for certification as third-party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified Technical Service Providers.

This MOU will benefit NRCS by providing individuals certified by IA the opportunity to become certified as Technical Service Providers by NRCS. This, in turn, will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit IA by providing recommended individuals the opportunity to become certified as Technical Service Providers by NRCS and be placed on the approved list to provide technical service to USDA program participants; thereby, expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. The IA will:

1. Provide adequate documentation as well as a signed statement that the individuals IA recommends for certification as Technical Service Providers meet the minimum NRCS standards for providing conservation assistance in the areas of irrigation design, system evaluation, scheduling, and auditing;
2. Establish and maintain a registry of individuals who meet IA qualifications to provide conservation technical services, identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:
 - a) Name of Individual
 - b) Company (if applicable)
 - c) Address
 - d) Phone and Fax Numbers, and e-mail address, if applicable
 - e) Skill Area and Certification type
 - f) Service Area
 - g) Expiration Date of qualification under IA certification

- procedures
- h) Irrigation Association is recommending organization;
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain certification under IA guidelines:
 - a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every 3 years.
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates;
 4. Update all information on its registry annually, or more frequently, if necessary, and provide this information to NRCS in a timely manner;
 5. Remove individuals from the registry who do not maintain required levels of training within the 3-year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS;
 6. Notify recommended members to NRCS when technical and programmatic materials are available from NRCS in a timely manner to ensure that the highest quality of conservation technical assistance is available;
 7. Upon request and with an agreement from all parties involved, provide NRCS with a list of courses an individual on IA registry used to fulfill continuing education requirements;
 8. Inform members that all providers certified by NRCS must execute a Certification Agreement as a condition of their certification. Encourage members to review the Certification Agreement prior to having their names placed on the registry of recommended individuals to NRCS;
 9. Inform members certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as that performed by NRCS employees; and

10. Inform members that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Ensure that IA's standards for recommending individuals meet NRCS standard criteria for the specific practices covered by this MOU;
2. Provide IA with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals, standards, and specifications for appropriate conservation practices;
3. Provide the approved list of Technical Service Providers to USDA offices;
4. Assist in suggesting training opportunities for IA members and serve as a resource when available; and
5. Initiate the decertification process if NRCS determines that a certified Technical Service Provider fails to meet the terms and conditions of the Certification Agreement.

C. Agreed That Both Parties Will:

1. Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of NRCS and the IA and shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or IA and the subsequent written concurrences of the other. Either NRCS or IA may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not 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.
- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.

- D. NRCS and IA and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. Nothing in this MOU shall obligate the Department of Agriculture, NRCS or IA to obligate 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 the Department of Agriculture, NRCS, and the IA 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. Negotiations, execution, and administration of each such agreement must comply with all applicable statutes and regulation.
- F. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- G. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2, The program or activities conducted under this memorandum of understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provides that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency hereof.

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

A. IA:

Thomas H. Kimmell
Executive Director
6540 Arlington Boulevard
Falls Church, Virginia 22042
Phone: (703) 536-7080
Fax: (703) 536-7019
Website: <http://www.irrigation.org>
E-mail: certification@irrigation.org

Kelly Benedetti
Certification Manager
6540 Arlington Blvd.
Falls Church, Virginia 22042
Phone (703) 536-7080
Fax (703) 536-7019
Website: <http://www.irrigation.org>
E-mail: certification@irrigation.org

B. NRCS

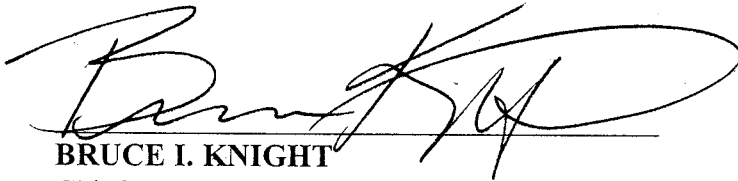
Lawrence E. Clark
Deputy Chief for Science and Technology
PO Box 2890, Room 5006 South Building
Washington, DC 20013-2890
Phone: (202) 720-4630
Fax: (202) 720-7710

VI. AUTHORITY

NRCS enters into this agreement under the authority of the Food Security Act of 1985, Section 1242, 16 U.S.C. 3842.

VII. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.



BRUCE I. KNIGHT
Chief
Natural Resources Conservation Service

5/8/03
DATE



ADAM SKOLNIK
President
The Irrigation Association

5/8/03
DATE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
THE UNIVERSITY OF TENNESSEE
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) between The University of Tennessee, through programs established by the Agricultural Extension Service, hereinafter referred to as UT, and the U.S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS.

I. BACKGROUND

NRCS is responsible for providing technical assistance to landowners and operators in protecting soil, water, and related resources under the provisions of the Soil Conservation and Domestic Allotment Act, as amended 16 U.S.C. 590 (a-f), and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA conservation program participants have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or ... through a payment ... for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

The University of Tennessee is a Section 107 (c) not-for-profit educational corporation and instrumentality of the State of Tennessee. The University of Tennessee is a 1794 Land Grant Institution and provides instruction, research, and public service.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between UT and NRCS through which UT, under its Comprehensive Nutrient Management Plan (CNMP) certification program may submit recommendations to NRCS of individuals who meet the UT's CNMP certification program standards, and NRCS may consider such individuals for certification as third party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as program participants who wish to avail themselves of technical services provided by certified Technical Service Providers.

This MOU is to officially recognize that a person who has met the standards set by UT to become a CNMP Certified Specialist in the area(s) of Manure and Wastewater Handling and Storage, Nutrient Management and/or Land Treatment Practices also meets the NRCS standards for providing conservation assistance in these three CNMP element areas (Manure and Wastewater Handling and Storage, Nutrient Management, and/or Land Treatment Practices).

This MOU will benefit NRCS by providing UT recommended CNMP Certified Specialists the opportunity to become certified as Technical Service Providers by NRCS. This, in turn, will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit UT by providing UT CNMP Certified Specialists the opportunity to become certified as Technical Service Providers by NRCS. NRCS will place the certified Technical Service Provider on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. UT will:

1. Provide a statement that the CNMP Certified Specialists that UT recommends for certification as Technical Service Providers meet the minimum NRCS standards for providing conservation assistance in the areas of Manure and Wastewater Handling and Storage, Nutrient Management and Land Treatment Practices;
2. Establish and maintain a registry of individuals who meet UT qualifications to provide conservation technical services, identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:
 - a) Name of Individual;
 - b) Company (if applicable);
 - c) Address;
 - d) Phone and FAX Numbers, and e-mail address if applicable;

- e) Skill Area;
 - f) Service Area;
 - g) Expiration Date of qualification under the UT CNMP certification program; and
 - h) UT is the recommending organization.
3. Annually record recommended individuals' efforts to satisfy continuing education requirements each year to maintain certification under the UT CNMP Specialist Certification program.
 - a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels at least once every three years; and
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates.
 4. Update all information on its registry annually, or more frequently if necessary, and provide this information to NRCS in a timely manner;
 5. Remove individuals from the registry who do not maintain required levels of training within the 3 year timeframe or who are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS;
 6. Notify UT CNMP Certified Specialists when technical and programmatic materials are available from NRCS in a timely manner to ensure that the highest quality of conservation technical assistance is available;
 7. Upon request, and with agreement from all parties involved, provide NRCS with a list of courses an individual on the UT CNMP Certified Specialists registry used to fulfill continuing education requirements;
 8. Inform UT CNMP Certified Specialists that all providers to be certified by NRCS must execute a Certification Agreement as a condition of their certification by NRCS as a Technical Service Provider;
 9. Inform members certified as Technical Service Providers by NRCS that they are subject to the same annual quality reviews as that performed by NRCS employees; and
 10. Inform UT CNMP Certified Specialists that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Ensure that UT standards for recommending individuals to become NRCS certified TSPs meet NRCS standard criteria for technical services covered by this MOU;
2. Provide UT with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include technical manuals and conservation practice standards and specifications;
3. Provide the approved list of Technical Service Providers to USDA offices;
4. Assist in suggesting training opportunities for the UT CNMP Certified Specialists and serve as a resource, when available; and
5. Remove Technical Service Providers from the approved list through the decertification process if it is determined that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.

C. Agreed That Both Parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes affect upon the signature of NRCS and UT and shall remain in affect for 3 years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or UT and the subsequent written concurrences of the other. Either NRCS or UT may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not 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.
- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list of Technical Service Providers in accordance with the terms and conditions of their certification.
- D. NRCS and UT and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

- E. None of the information in this MOU shall obligate either the Department of Agriculture or UT to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of the Department of Agriculture and UT 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.
- F. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- G. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2, "The program or activities conducted under this memorandum of understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency hereof."

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

A. UT

Dr. Robert Burns
Associate Professor
Biosystems Engineering & Environmental Science Department
2506 E.J. Chapman Drive
Knoxville, TN 37996-4500
Phone: (865) 974-7237
Fax: (865) 974-4514
email: rburns@utk.edu

B. NRCS

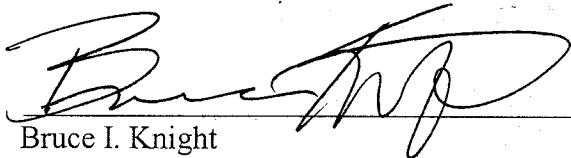
Lawrence E. Clark
Deputy Chief for Science and Technology
PO Box 2890, Room 5006 South Building
Washington, DC 20013-2890
Phone: (202) 720-4630
Fax: (202) 720-7710
email: larry.clark@usda.gov

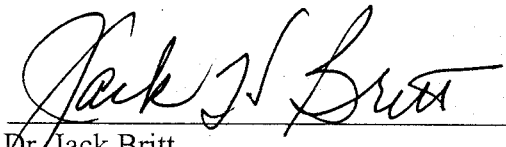
VI. AUTHORITY

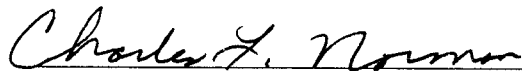
NRCS enters into this agreement under the authority of the Food Security Act of 1985, Section 1242, 16 U.S.C. 3842.

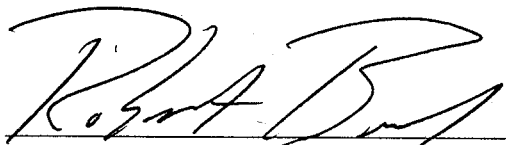
VII. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.

Name  DATE 4/9/03
Bruce I. Knight
Title Chief, Natural Resources Conservation Service

Name  DATE 4/9/03
Dr. Jack Britt
Title Vice-President, The University of Tennessee Institute of Agriculture

Name  DATE 4/9/03
Dr. Charles Norman
Title Dean, Tennessee Agricultural Extension Service

Name  DATE 4/9/03
Dr. Robert T. Burns

Title Designated Technical Leader, UT CNMP Certification Program
By their signatures, the Principal Investigator attests he/she has read the Agreement and understands his/her obligations as a University employee therein.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WILDLIFE SOCIETY
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is between The Wildlife Society, hereinafter referred to as TWS, and the U.S. Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS.

I. BACKGROUND

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of the Soil Conservation and Domestic Allotment Act, as amended (16 U.S.C. 590 (a-f), and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA conservation program participants have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or ... through a payment ... for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

The TWS is a 501(c)(3), private, not-for-profit, corporation, headquartered in Bethesda, Maryland. TWS is a scientific, educational, membership organization. Certified Wildlife Biologist is a designation by TWS that certifies individuals who meet the stringent educational, experience, ethical, and professional conduct standards set by TWS. These standards can help qualify certified individuals as Technical Service Providers to deliver wildlife resources and habitat advice and recommendations to private landowners and others.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between TWS and NRCS through which TWS, under its Certified Wildlife Biologist program, may submit recommendations to NRCS of individuals who meet TWS Certified Wildlife Biologist standards, and NRCS may consider such individuals for certification as third party technical service providers. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as conservation program participants who wish to avail themselves of technical services provided by certified Technical Service Providers.

This MOU is to officially recognize that a person who has met the standards set by TWS and is certified as a Certified Wildlife Biologist, automatically is eligible for consideration by NRCS as a certified Technical Service Provider in the category of Wildlife and Fisheries technical service.

This MOU will benefit NRCS by providing a Certified Wildlife Biologist recommended by TWS the opportunity to become certified as a Technical Service Provider by NRCS. This in turn will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit TWS by providing certified Wildlife Biologists the opportunity to become certified by NRCS. NRCS will place the certified Technical Service Provider on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

III. RESPONSIBILITIES

A. TWS will:

1. Provide a statement that the Certified Wildlife Biologist TWS recommends for certification by NRCS as a Technical Service Provider meet the minimum NRCS standards for providing conservation assistance in the category of Wildlife and Fisheries technical service.
2. Establish and maintain a registry of individuals who meet TWS and NRCS certification requirements to provide conservation technical services, identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:
 - a) Name of Individual;
 - b) Company (if applicable);
 - c) Address;
 - d) Phone and FAX Numbers, and e-mail address if applicable;

- e) TWS designated expertise;
 - g) Expiration Date of qualification under TWS; and
 - h) TWS is recommending organization.
3. Document the efforts of Technical Service Providers who are Certified Wildlife Biologists to satisfy continuing education requirements within the professional development cycle to maintain certification under TWS.
 - a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels within the professional development cycle.
 - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates.
 4. If necessary update all information on its registry annually, or more frequently, and provide this information to NRCS in a timely manner.
 5. Remove individuals from the registry who do not maintain required levels of training within the three year timeframe or who are found by NRCS to be providing substandard assistance from its registry and immediately notify the individuals and NRCS.
 6. Notify Certified Wildlife Biologists in a timely manner when technical and programmatic materials are available from NRCS in a timely manner to ensure that the highest quality of conservation technical assistance is available.
 7. Upon request and with agreement of all parties involved, provide NRCS with a list of courses an individual on the registry used to fulfill continuing education requirements.
 8. Inform Certified Wildlife Biologists that all providers to be certified by NRCS must complete Certification Agreements as a condition of their certification by NRCS as Technical Service Providers.
 9. Inform Certified Wildlife Biologists, certified as Technical Service Providers by NRCS, that they are subject to the same annual quality reviews as those performed for NRCS employees.
 10. Inform Certified Wildlife Biologists that they cannot legally certify completed cost shared practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Acknowledge that TWS certification standards set for recommended individuals meet minimum NRCS standard criteria for technical services covered by this MOU.
2. Provide TWS with access to current program information and appropriate technical reference documents for use by Technical Service Providers. Such documents will include manuals and standards and specifications for appropriate conservation practices.
3. Provide the approved list of Technical Service Providers to USDA offices.
4. Assist in suggesting training opportunities for TWS members and serve as a resource when available.
5. Remove a Technical Service Provider from the approved list through the decertification process if NRCS determines that the Technical Service Provider has failed to meet the terms and conditions of the Certification Agreement.
6. Ensure that the objectives of wildlife and habitat enhancement are considered in the implementation of USDA conservation programs.

C. It is agreed that both parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

IV. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of NRCS and TWS and shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or TWS and the subsequent written concurrences of the other. Either NRCS or TWS may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not 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.
- C. Termination of this agreement will not affect individuals certified as Technical Service Providers by NRCS. Certified individuals will continue to be listed on the approved list

of Technical Service Providers in accordance with the terms and conditions of their certifications.

- D. NRCS and TWS and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds, in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. None of the information in this MOU shall obligate either the Department of Agriculture or TWS to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of the Department of Agriculture and TWS 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.
- F. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- G. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2, "The program or activities conducted under this memorandum of understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendment of 1972; and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency hereof."

V. CONTACTS

A. TWS:

Thomas M. Franklin
Wildlife Policy Director
The Wildlife Society
5410 Grosvenor Lane
Bethesda, Maryland 20814
(301) 897-9770
(301) 530-2471
tom@wildlife.org

Caitlin A. Burke
Wildlife Policy Associate
The Wildlife Society
5410 Grosvenor Lane
Bethesda, MD 20814
(301) 897-9770
(301) 530-2471
caitlin@wildlife.org

B. NRCS:

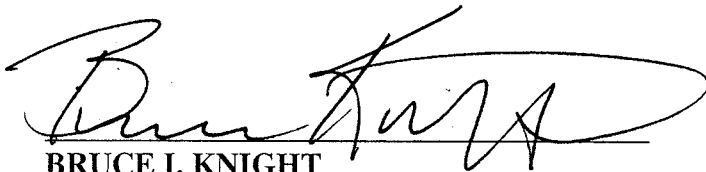
Lawrence E. Clark
Deputy Chief for Science and Technology
PO Box 2890, Room 5006 South Building
Washington, DC 20013-2890
Phone: (202) 720-4630
Fax: (202) 720-7710

VI. AUTHORITY

NRCS enters into this agreement under the authority of the Food Security Act of 1985 section 1242, 16 U.S.C. 3842.

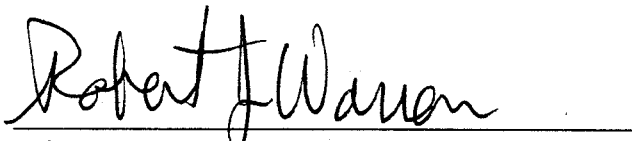
VII. APPROVAL

The undersigned parties hereby agree to the terms and conditions specified above.



BRUCE I. KNIGHT
Chief
Natural Resources Conservation Service

3/27/03
DATE



ROBERT J. WARREN
President
The Wildlife Society

3/27/03
DATE