



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS  
WASHINGTON, D.C. 20314-1000

REPLY TO  
ATTENTION OF:

OCT 21 2003

CECW-ON

MEMORANDUM FOR COMMANDER, MAJOR SUBORDINATE COMMANDS, CHIEFS,  
CONSTRUCTION-OPERATIONS DIVISIONS

SUBJECT: Memorandum of Understanding with the Association of Partners for Public Lands

1. On 24 September 2003, LTG Flowers signed the enclosed Memorandum of Understanding (MOU) with the Association of Partners for Public Lands (APPL). The purpose of the MOU is to establish a framework for cooperation and partnership between the Corps and APPL to assist one another in areas of mutual interest and concern.
2. APPL works to enhance the potential of its members, not-for-profit organizations that serve all public land management agencies. They are dedicated to public understanding, appreciation, and stewardship of America's natural and cultural heritage. Through education, information, and representation, APPL promotes the vitality of its members and their programs of service and support to the agencies that oversee this nation's public lands. For more information about APPL, visit their site at [www.appl.org](http://www.appl.org).
3. Please ensure broad dissemination of this MOU among your staff. The MOU will be posted on the NRM Gateway web page at: <http://corpslakes.usace.army.mil/employees/cecwon/mou.html>.
4. My point of contact regarding this matter is Ms. Debra Stokes, Natural Resources Management Branch, Operations Division, HQUSACE, and may be reached at (202) 761-7769.

FOR THE COMMANDER:

Encl

A handwritten signature in black ink, appearing to read "Michael B. White".

MICHAEL B. WHITE  
Chief, Operations Division  
Directorate of Civil Works



**DEPARTMENT OF THE ARMY**  
U.S. ARMY CORPS OF ENGINEERS  
WASHINGTON, D.C. 20314-1000

REPLY TO  
ATTENTION OF:

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**U. S. ARMY CORPS OF ENGINEERS**  
**and the**  
**ASSOCIATION OF PARTNERS FOR PUBLIC LANDS**

**I. PURPOSE.**

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for a cooperative relationship through which the U.S. Army Corps of Engineers (Corps) and the Association of Partners for Public Lands (APPL) will assist one another, as appropriate and to the extent permitted by law, in areas of mutual interest and concern.

**II. RESPONSIBILITIES.**

A. The Corps shall:

1. Seek opportunities to partner with APPL to provide additional training programs, as appropriate, throughout the year at local and regional sites for Corps staff and their cooperating association partners.
2. Seek opportunities to work in partnership with the APPL to identify unique communication products, messages and tools that interpret the Corps mission and the public lands and programs managed by the Corps.
3. Provide APPL with opportunities to comment on changes to policy, guidelines and regulations governing partner relationships.
4. Recognize the contributions of partners and APPL publicly, as the Corps determines appropriate.

B. APPL Shall:

1. Seek opportunities to work in partnership with the Corps to provide education and training for Corps cooperating and interpretive associations, through the APPL Annual Convention and customized to the Corps as requested.
2. Foster communication, through electronic and print media, among the Corps, associations and other partners.
3. Assist in communicating Corps mission and policy, laws and regulations to APPL members.

4. Work in partnership with the Corps to identify unique communication products, interpretive messages and tools that may be used to convey land management and related natural and cultural resources conservation information.

5. Assist its members and the Corps to educate the general public about the Corps and the natural and cultural resources managed by the Corps.

6. Work with the Corps to provide education, training and information to assist in the development of nonprofit partnerships.

**IV. MUTUAL UNDERSTANDINGS.** It is mutually agreed and understood by the parties that:

A. Specific activities to be conducted under this MOU and the method of their implementation will be defined on a case-by-case basis by the Corps and APPL, considering the merit of the proposed activity, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors. As appropriate, implementation of specific activities under this MOU will be outlined in separate agreements, such as work plans or statements of work, which will be coordinated through mutual agreement between the Executive Director of the Association of Partners for Public Lands and the Commander, U.S. Army Corps of Engineers or their designated representatives, and independently authorized by appropriate statutory authority.

B. This MOU defines the general terms upon which the Corps and APPL will cooperate. Performance by either Party under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through their respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds, or transfer of anything of value, between Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Such endeavors will be outlined in separate agreements, such as work plans or statements of work, which shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to APPL of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

C. The activities conducted or developed under this MOU may be documented and made available through appropriate journals, publications or other established channels. Publications documenting cooperative efforts may be prepared by either party, or jointly, provided that both parties are given an opportunity to review and concur with manuscripts prior to publication. In the event such reports or publications are copyrighted, each party shall have a royalty free right under the copyright to reproduce, distribute and use such copyrighted work for their own purposes.

D. The Parties may release their own materials to the public. The Parties will consult with each other prior to any releases that reference the other party's participation, and such releases shall be consistent with the other Parties' laws and policies.

E. The Parties agree that sharing credit is mutually beneficial and will assure that appropriate citation and attribution is given for work performed under this MOU. Uses of a Party's logo or seal, however, will require advance approval by that party.

F. This MOU may be modified or amended by mutual agreement of both parties in writing.

G. The MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party. Otherwise, this MOU will remain in effect indefinitely.

**IV. POINTS OF CONTACT.** The following individuals will be the points of contact for this MOU:

**U.S. Army Corps of Engineers**

Ms. Debra J. Stokes, CPRP  
Senior Policy Advisor for Partnerships  
CECW-ON  
441 G. Street NW  
Washington, D.C. 20314  
202-761-7769  
202-761-5096 fax

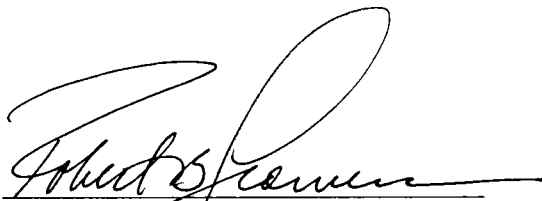
**Association of Partners for Public Lands**

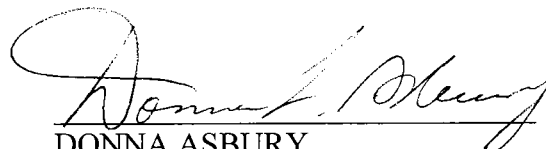
Ms. Donna Asbury  
Executive Director  
2401 Blueridge Avenue, Suite 303  
Wheaton, Maryland 20902  
301-946-9478

**I. EFFECTIVE DATE.** The Parties have executed this MOU as of the last date indicated below.

U.S. ARMY CORPS OF ENGINEERS

ASSOCIATION OF PARTNERS FOR  
PUBLIC LANDS

  
ROBERT B. FLOWERS  
Lieutenant General, U.S. Army  
Commanding

  
DONNA ASBURY  
Executive Director

24 September 2003  
Date

October 8, 2003  
Date