

MEMORANDUM OF UNDERSTANDING

Between the
U.S. Army Corps of Engineers

and the

Corps of Engineers
Natural Resources Education Foundation

I. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative relationship between the U.S. Army Corps of Engineers (Corps) and the Corps of Engineers Natural Resources Education Foundation (Foundation) regarding voluntary contributions to the Corps for environmental and recreation projects and the challenge partnership (formerly cost-sharing) program for the management of Corps recreation facilities (Partnership Program) authorized by P.L. 102-580. The MOU defines the general terms upon which the Corps and the Foundation will cooperate.

II. RESPONSIBILITIES:

A. The Corps shall:

1. Upon request, inform the Foundation of resource and other needs of the Corps Natural Resources Management (NRM) Program.
2. Provide copies to the Foundation of all laws, regulations, policies and procedures applicable to the Corps Partnership Program.
3. As it determines appropriate, accept donations of cash, funds, materials and services authorized by Sections 203 and 225 of P.L. 102-580 and Chapters 11 and 12 of ER 1130-2-500 and EP 1130-2-500.
4. Use any donation made with conditions for its intended purpose, provided that such use is consistent with applicable laws, regulations, policies and planning documents.
5. Consistent with law, regulation and policy, provide appropriate recognition to the Foundation and its contributors for volunteer efforts and donation of funds, materials and services.
6. Upon request, provide the Foundation with photographs and general information on completed projects.

B. The Foundation shall:

1. Undertake, conduct and encourage educational, technical and other assistance activities that support the Corps NRM Program.
2. Accept, collect and donate to the Corps, contributions of money, materials and services raised for the benefit of the Corps NRM Program as authorized by P.L. 102-580.
3. Upon request, present relevant information about the Foundation at Corps meetings and activities.

C. The Corps and the Foundation shall cooperate to:

1. Hold annual meetings to review the previous year's activities.
2. Make a good faith effort to review and give necessary approvals, in a timely manner, for proposals, programs, special events, suggestions and other activities proposed by the Foundation.
3. Develop:
 - a) Criteria for selecting projects for Foundation participation.
 - b) The process to create and review project information packages, including standards and format.
 - c) Documentation requirements for potential donations.
4. Ensure compliance with applicable ethic rules and standards in carrying out activities pursuant to this MOU. Army and government ethics rules govern Corps actions. Foundation Board adopted policies govern the Foundation's actions.

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

A. Performance by either Party under the terms of this MOU is subject to the availability of funds and personnel resources. 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 the Foundation of any contract or other agreement. Any contract or agreement for services must fully comply with all applicable requirements for competition.

B. Specific projects or 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 the Foundation after the parties consider the merit of the proposed activity, existing commitments, projected schedules, available funding and personnel resources.

C. This MOU does not restrict the Corps from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.

D. All facilities constructed on lands under the jurisdiction of the Secretary of the Army, funded in whole or part from donated funds, shall be and will remain the property of the United States.

E. 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.

F. The parties may release their own material 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 Party's policies and legal requirements.

G. The Parties agree that sharing credit is mutually beneficial and will assure that the appropriate citation and attribution is given for work performed under this MOU.

H. Corps employees may not participate in their official capacity in fundraising activities conducted by the Foundation.

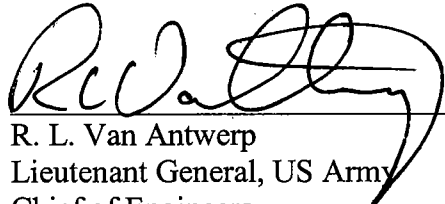
I. This MOU may be modified or amended by mutual agreement of both Parties in writing.

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

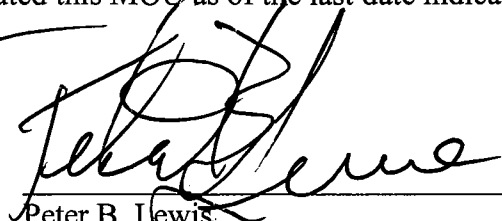
Gregory A. Miller
Natural Resources Specialist
U.S. Army Corps of Engineers

Peter B. Lewis
Executive Director
Corps of Engineers Natural Resources
Education Foundation

IV. EFFECTIVE DATE. The parties have executed this MOU as of the last date indicated below.



R. L. Van Antwerp
Lieutenant General, US Army
Chief of Engineers



Peter B. Lewis
Executive Director
Corps of Engineers Natural Resources
Education Foundation

10/30/07

Date

10/30/07

Date