

MEMORANDUM OF UNDERSTANDING

between

THE WALT DISNEY COMPANY

and the

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

**UNITED STATES DEPARTMENT OF THE ARMY
ARMY CORPS OF ENGINEERS**

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

**UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE**

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

This Memorandum of Understanding ("MOU") is made and entered into between THE WALT DISNEY COMPANY a California corporation, hereinafter referred to as "TWDC", and the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, hereinafter referred to as "FS", UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE, hereinafter referred to as "NRCS", UNITED STATES DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS, hereinafter referred to as "COE", UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT hereinafter referred to as "BLM", UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, hereinafter referred to as "BOR", UNITED STATES DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE, hereinafter referred to as "FWS", UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, hereinafter referred to as "NPS"

I. PURPOSE

The purpose of this MOU is to establish a general framework for coordination and cooperation between the FS, NRCS, COE, BLM, BOR, FWS, NPS and TWDC.

This agreement will provide a foundation for the FS, NRCS, COE, BLM, BOR, FWS, NPS and TWDC to work together in partnership on issues of common interest and upon which the cooperators can jointly plan and carry out mutually beneficial programs and activities consistent with each organization's mission and objectives.

II. BACKGROUND

The Forest Service is a land and resource management agency of the United States Department of Agriculture. The Forest Service is responsible for providing national leadership in forestry stewardship, conservation and research.

The Natural Resources Conservation Service is a national resource conservation agency in the United States Department of Agriculture. NRCS is responsible for providing national leadership and technical assistance on non-federal land through Conservation Districts.

The United States Army Corps of Engineers plans, designs, builds, and operates water resources and other civil works projects in cooperation with other Federal and State Agencies and local sponsors. These activities include flood protection; navigation channel and harbor improvements and maintenance; and, as the Nation's largest provider of water recreation, administration of almost 12 million acres of land and water in 43 states. The Corps further performs military construction for the Army and Air Force and provides design and construction management support for other Defense and Federal agencies. In addition, the Corps conducts innovative research and development; furnishes emergency operations support in response to natural disasters, and executes a fast-growing environmental restoration program for the Department of Defense and the Environmental Protection Agency.

The Bureau of Land Management is a land and resource management agency of the United States Department of the Interior. BLM administers over 270 million surface acres primarily in the West and Alaska and an additional 350 million subsurface acres of mineral resources. BLM manages its lands to conserve and protect them and their historic and cultural resources for public use and enjoyment.

The Bureau of Reclamation is an agency of the United States Department of Interior. Reclamation helps to sustain the economy, improve the environment, and improve the quality of life in the 17 western States by providing reliable supplies of water and energy. Reclamation's infrastructure of dams, hydroelectric power plants, and water-conveyance facilities provide flood protection, fish and wildlife habitat, river regulation, water quality protection and improvement, and recreation.

The Fish and Wildlife Service, Department of the Interior, is the lead federal agency in the conservation of the nation's migratory birds, threatened and endangered species, certain mammals, and sport fish. FWS manages over 400 National Wildlife Refuges, regulates the taking of migratory waterfowl, provides technical assistance to states and foreign governments, administers fish and wildlife restoration grant programs to state and territorial governments.

The National Park Service, Department of the Interior, manages America's national parks for the enjoyment, education, and inspiration of this and future generations. NPS also manages a variety of national and international programs designed to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

The Walt Disney Company is a diversified international entertainment company with operations in the following businesses: theme parks and resorts, film entertainment and consumer products.

III. STATEMENT OF MUTUAL BENEFITS

The FS, NRCS, COE, BLM, BOR, FWS, and NPS are dedicated to wise management of our Nation's natural and cultural resources and, as such, have a responsibility to increase the public's knowledge, awareness and appreciation of those resources.

The Walt Disney Company is dedicated to integrating business needs with environmental values and concerns and communicating the need to conserve resources to the public.

The FS, NRCS, COE, BLM, BOR, FWS, NPS and TWDC agree that it is to their mutual benefit to work cooperatively, whenever possible, on issues of common interest to promote public knowledge, awareness, and commitment to sustaining natural resources.

IV. RESPONSIBILITIES

The FS, NRCS, COE, BLM, BOR, FWS, NPS and TWDC agree to:

- A. Work together to assess, plan and carry out activities that further the purpose of this MOU . Focus areas will include joint environmental education/interpretation efforts with an initial focus on meeting the needs of urban and disadvantaged youth.
- B. Explore avenues for conducting joint research on issues of common interest which emphasize an ecosystem approach to natural resource management.
- C. As desirable and appropriate, exchange information and resource expertise on natural resource management issues.
- D. Explore avenues to share training opportunities.
- E. As desirable and appropriate, exchange information and expertise on the Americans with Disabilities Act, including issues of universal access.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. All parties will meet periodically to assess, plan, problem solve and implement strategies to improve the program.
2. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between or among the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors, if any, will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to TWDC of any contract or other agreement.
3. Nothing in this agreement shall obligate the agencies or the United States to any current or future expenditure of resources in the absence or in advance of the availability of appropriations from Congress.

4. This MOU in no way restricts the FS, NRCS, COE, BLM, BOR, FWS, NPS or TWDC from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

5. No member of, or Delegate to, Congress shall be admitted to any share or part of this MOU, or any benefits that may arise therefrom; but this provision shall not be construed to extend to this MOU if made with a corporation for its general benefit.

6. This MOU may be modified or amended only upon written consent of all parties. Any party may, without affecting the rights and obligations of the other parties, except as hereafter provided, withdraw from this MOU upon giving thirty (30) days written notice. However, if TWDC should withdraw, then this MOU shall terminate as to all parties effective upon TWDC's termination. Unless terminated, this MOU will remain in full force and effect until the date which is three (3) years after the last date of signature appearing below, at which time it will be subject to renewal or expiration.

7. The principal contact for this MOU from TWDC is:

Kym Murphy
The Walt Disney Company
500 South Buena Vista Street
Burbank, CA 91521
818-549-2320

8. The principal contacts for this MOU from the Federal agencies are:

Brent Botts
USDA Forest Service
201 14th Street, SW
Washington, D.C. 20250
202-205-1035

Bruce Brown
Bureau of Reclamation
1849 C Street, NW
Washington, D.C. 20240
202-208-5204

Rosann Durrah
Natural Resources Conservation Service
Room 60275
PO Box 2890
Washington, D.C. 20013
202-720-4072

Chris Dlugokenski
U.S. Fish and Wildlife Service
4040 N. Fairfax Drive, MS 304 WEBB
Arlington, VA 22203
703-358-1777

Darrell E. Lewis
U.S. Army Corps of Engineers
CECW-ON, Room 6223
20 Massachusetts Ave., NW
Washington, D.C. 20314
202-761-1788

William Spitzer
National Park Service
P.O. Box 37127
Washington, D.C. 20013
202-343-3780

Vicki Dixon
USDI Bureau of Land Management
1849 C Street, NW
LS Room 204
Washington, D.C. 20240
202-452-7735

9. It is understood that none of the Federal agencies which are party to this agreement may endorse any product, service or enterprise of TWDC. Therefore, TWDC will not publicize, or otherwise circulate, promotional material which states or implies endorsement of a product, service, or position which TWDC represents. No release of information relating to this agreement may state or imply that any of the Federal agencies approves of TWDC's work product, or considers TWDC's work product to be superior to other products or services.


10. The FS, NRCS, COE, BLM, BOR, FWS, or NPS shall acquire no right under this MOU to use, and shall not use, the name TWDC, the name "Disney" (either alone or in conjunction with or as part of any other word, mark or name) or any marks, fanciful characters or designs of TWDC or any of its related, affiliated or subsidiary companies; in any of its advertising, publicity or promotion; nor to express or imply any endorsement of the agencies nor to use any of said names characters or designs in any other manner whatsoever.

11. TWDC shall acquire no right under this MOU to use, and shall not use, any shield, badge, or other symbol of any Federal agency that is a party to this agreement, or to the character of "Smokey Bear" or "Woodsy Owl" or the message (either alone or in conjunction with any part of any other word, mark or name) in any advertising, publicity or promotion, or in any manner whatsoever, without the prior written approval of the agency.

12. TWDC shall obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the agencies, or the name or title of any employee of the agencies in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the last date of signature:

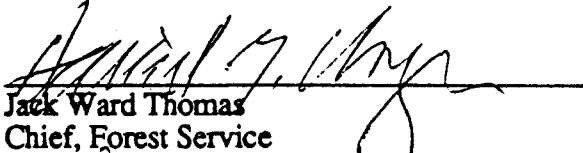
For The Walt Disney Company



Kym Murphy
Corporate Vice President
Environmental Policy

5/9/95
Date

For the Agencies

for 

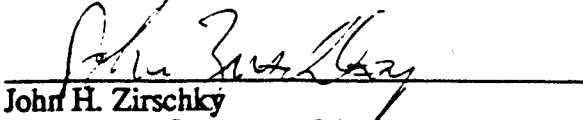
Jack Ward Thomas
Chief, Forest Service

5/9/95
Date



Paul Johnson
Chief, Natural Resources Conservation Service

5/9/95
Date



John H. Zirschky
Acting Asst. Secretary of the Army
(Civil Works)

5/9/95
Date

Mike Dombeck
Mike Dombeck
Acting Director, Bureau of Land Management

5/9/95
Date

Daniel P. Beard
Daniel P. Beard
Commissioner, Bureau of Reclamation

5/9/95
Date

Mollie Beattie
Mollie Beattie
Director, Fish and Wildlife Service

5/9/95
Date

Roger G. Kennedy
Roger G. Kennedy
Director, National Park Service

5/9/95
Date