MEMORANDUM OF UNDERSTANDING
Between The
AMERICAN FOREST FOUNDATION
And The
USDA, FOREST SERVICE, STATE & PRIVATE FORESTRY

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the American Forest Foundation, hereinafter referred to as “AFF,” and the USDA, Forest Service, State & Private Forestry, hereinafter referred to as the “Forest Service.”

Background: America’s forests are a vital resource for our nation, providing a myriad of benefits to our country’s social, ecological, and economic well-being—including clean air and water, jobs and forest products, habitat for fish and wildlife, opportunities for outdoor recreation, and more. Today, to ensure the conservation of these benefits, in the face of considerable threats such as the spread of invasive species, catastrophic wildfires, outbreaks of insects and disease, development pressures, and climate change, we must actively steward these lands.

Conserving these benefits through active stewardship requires engaging the over 22 million families and individuals who own the largest portion of America’s forests. By working with partners, to disseminate the knowledge, tools, and resources family woodland owners need to make informed, sustainable choices, we are better able to conserve forests and these societal benefits and sustain the communities that depend upon them. Additionally, this conservation will not happen unless we also working with partners and educators to ensure the next generation is equipped to take on these challenges. Collaboration is key to the success of these large-scale efforts.

The Forest Service has enjoyed a long-standing partnership with the American Forest Foundation in pursuit of protecting and conserving the important forest benefits that come from family and individually owned forest lands across the United States and ensuring the next generation of Americans understand and value forests for all the benefits they provide. In helping the Forest Service fulfill its mission "to sustain the health, diversity and productivity of the nation's forests and grasslands to meet the needs of present and future generations," AFF works in close collaboration with local people and communities through unique programs and initiatives—increasing capacity, support and interest in the conservation work of the Forest Service.

Title: Protecting America’s Forests and Forest Values, Advancing Stewardship

I. PURPOSE:
The purpose of this MOU is to document the cooperation between the parties to provide an overall framework for cooperation in accordance with the following provisions.
II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

As the lead federal agency in forest resource conservation, the Forest Service provides leadership in the protection, management, and use of the nation’s forest, rangeland, and aquatic ecosystems. The agency’s ecosystem approach to management integrates ecological, economic, and social factors to maintain and enhance the quality of the environment to meet current and future needs. Through implementation of land and resource management plans, the agency ensures sustainable ecosystems by restoring and maintaining species diversity and ecological productivity that helps provide recreation, water, timber, minerals, fish, wildlife, wilderness, and aesthetic values for current and future generations of people. These efforts include promoting healthy forests and livable communities across 191 million acres of National Forest System lands and nearly 500 million acres of non-Federal forest land in the United States.

AFF is a private, non-profit organization that works to sustain family-owned forests to protect the clean water, wildlife habitat, and sustainable wood supplies we receive from them, and to educate the next generation on the importance of forests. AFF accomplishes its mission by engaging and supporting the nation’s 22 million family forest owners through programs including the American Tree Farm System® (ATFS); supporting partners and local community organizations in their work with family forest owners; working with federal policy makers to fix and create national policies that support keeping forests as forests and support family forest owners in protecting and enhancing forest benefits; and building awareness among the next generation of Americans, including through programs like Project Learning Tree (PLT), about the importance of forests and the role of forests in providing clean water, wildlife habitat and sustainable wood supplies.

In entering into this MOU, AFF and the Forest Service share certain common interests and goals, which include:

- The importance of restoring ecosystems to their natural resiliency and functions to protect and conserve important forest benefits and uses like clean water, wildlife habitat, and wood supplies, through on-the-ground conservation—regardless of ownership;
- The unified power and influence of bringing interests and communities together in shared, collaborative stewardship, particularly through landscape-level efforts;
- That a sustainable future involves engaging Americans, young and old, in understanding and appreciating the gifts of our nation’s forests and in caring for them;
- The need for an informed and educated citizenry that makes informed choices regarding the natural world;
- That a sustained commitment and ability of communities to serve as stewards is essential and that such ability is strengthened by building the capacity and knowledge of family and individual landowners, networks, and the general public.
In consideration of the above premises, the parties agree as follows:

III. AMERICAN FOREST FOUNDATION SHALL:

A. Cooperate with the Forest Service to promote active stewardship and productive, sustainable management of family and individually owned forestlands, to produce measurable impact on important forest benefits including clean water, wildlife habitat, and sustainable wood supplies.

B. Develop shared goals with the Forest Service as they relate to large-landscape and cross-boundary efforts. Base these goals on an assessment and understanding of the conditions of family woodlands, with particular focus on forest benefits (i.e. water, habitat, wood, carbon, etc.) across landscapes and boundaries.

C. Pursue alignment of these goals and metrics and support maximizing the impact and efficiency of the Forest Service's Forest Stewardship Program and other programs and easing burdens to landowners interested in the mutual benefits of these programs.

D. Pursue landscape-scale efforts that leverage and enhance public land initiatives and other initiatives through family woodland engagement, thereby providing opportunity for coordinated conservation in support of wide-ranging species, watershed, market development and sustainable economic development.

E. Work with the Forest Service to develop, test, and implement innovative and proven solutions to engaging family and individual woodland owners at scale to achieve the above outcomes, including building better understanding of woodland owners' values and the barriers and benefits to engagement.

F. Work closely with the Forest Service to build on-the-ground capacity, (including partners and conservation leadership) to achieve landscape-scale outcomes agreed to above, applying innovative and proven solutions, to engaging woodland owners.

G. Cooperate with State forest agencies and other state organizations to coordinate delivery of technical and planning assistance to landowners and monitoring of management plan implementation.

H. Cooperate with the Forest Service to ensure consistency in management planning tools for family and individual woodland owners, including management plan requirements for participation in the American Tree Farm System.

I. Share and coordinate relevant data to advance geospatial and statistical measures and trends in support of shared forest conservation goals and accomplishment reporting.

J. Educate the public, especially youth, about the multiple values of forests and the role communities play in sustaining them.

K. Cooperate with State forest agencies and other state organizations to coordinate the delivery of PLT environmental education programs to educators and youth.

L. Explore possible aggregation of education efforts through the delivery of PLT and conservation education materials through a professional development delivery model.
M. Pursue efforts that leverage collective impact of education initiatives, thereby providing opportunity for coordinated education efforts in support of increased environmental literacy.

N. Work with the Forest Service to implement proven education programs that engage formal and non-formal educators at scale to achieve the above outcomes, including better understanding of educator needs and the barriers and benefits of engaging in conservation education.

O. Pursue alignment of the goals and metrics associated with the Project Learning Tree Program with the Forest Service Conservation Education program, facilitating use of conservation education materials by educators.

P. Meet annually, or as needed, with representatives of the Forest Service to pursue celebrations and recognition of mutually beneficial work and initiatives, and discuss/reach agreement on annual action plans proposed to meet the purpose of this MOU.

Q. As determined by specific agreement, provide support for implementation of projects that advance the parties’ mutual interest in promoting active stewardship and sustainable management of family and individual forestlands and youth and adult education about the values of forests and the roles people can play to sustain them.

IV. THE FOREST SERVICE SHALL:

A. Provide a liaison to the Foundation, who serves to link the parties of this MOU together.

B. Encourage state partners to recognize approved American Tree Farm System management plans as approved Forest Stewardship Plans and encourage the monitoring of management plan implementation.

C. Cooperate with AFF in carrying out projects that promote active stewardship and productive, sustainable management of family and private forestlands to produce measurable impact on important forest benefits including clean water, wildlife habitat, and sustainable wood supplies.

D. Cooperate with AFF to help educate the public about the multiple values of forests and the role of people in sustaining them.

E. Inform AFF of priorities, initiatives and coordinated efforts of the Agency or Administration that may enhance this relationship and provide additional leverage of collaborative energies/investments.

F. Develop shared goals with AFF as they relate to large-landscape and cross-boundary efforts. Base these goals on an assessment and understanding of the conditions of family woodlands, with particular focus on forest benefits (i.e. water, habitat, wood, carbon etc) across landscapes and boundaries.
G. Pursue alignment of these goals and metrics with the Forest Stewardship Program and other programs to maximize the impact and efficiency of these programs and ease burdens to landowners interested in the mutual benefits of these programs.

H. Share and coordinate relevant data to advance geospatial and statistical measures and trends in support of shared forest conservation goals and accomplishment reporting.

I. Work with AFF to develop, test, and implement innovative and proven solutions to engaging family woodland owners at scale to achieve outcomes, including building better understanding of woodland owners and the barriers and benefits to engaging woodland owners in our shared outcomes.

J. Work closely with AFF to build on-the-ground capacity (including partners and conservation leadership) to achieve landscape-scale outcomes agreed to above, applying innovative and proven solutions, to engaging woodland owners and promoting learning across Deputy Areas, partner bases and scope/scale.

K. Encourage state partners to engage with and support state PLT programs. Cooperate with State forest agencies and other state organizations to coordinate the delivery of PLT environmental education programs to educators and youth.

L. Develop shared goals with AFF as they relate to education and outreach materials and strategies for engaging students, educators, and families in environmental learning and improvement.

M. Pursue alignment of the goals and metrics associated with the Project Learning Tree Program with the Conservation Education program, facilitating use of conservation education materials by educators.

N. Explore possible aggregation of education efforts through the delivery of PLT and conservation education materials through a professional development delivery model.

O. Pursue efforts that leverage collective impact of education initiatives, thereby providing opportunity for coordinated education efforts in support of increased environmental literacy.

P. Work with the Forest Service to implement proven education programs that engage formal and non-formal educators at scale to achieve the above outcomes, including better understanding of educator needs and the barriers and benefits of engaging in conservation education.

Q. Meet annually, or as needed, with representatives of AFF to pursue celebrations and recognition of mutually beneficial work and initiatives (e.g., 75th Anniversary
of the ATFS, 40th anniversary of PLT) and discuss and reach agreement on annual action plans proposed to meet the purpose of this MOU.

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

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

<table>
<thead>
<tr>
<th>Cooperator Program Contact</th>
<th>Cooperator Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Martin, President and CEO</td>
<td>Rita Hite</td>
</tr>
<tr>
<td>2000 M St NW Suite 550</td>
<td>2000 M St NW Suite 550</td>
</tr>
<tr>
<td>Washington, DC 20036</td>
<td>Washington, DC 20036</td>
</tr>
<tr>
<td>Telephone: 202-765-3470</td>
<td>Telephone: 202-765-3486</td>
</tr>
<tr>
<td>FAX: 202-827-7924</td>
<td>FAX: 202-827-7924</td>
</tr>
<tr>
<td>Email: <a href="mailto:tmartin@forestfoundation.org">tmartin@forestfoundation.org</a></td>
<td>Email: <a href="mailto:rhite@forestfoundation.org">rhite@forestfoundation.org</a></td>
</tr>
</tbody>
</table>

Principal Forest Service Contacts:

<table>
<thead>
<tr>
<th>Forest Service Program Manager Contact</th>
<th>Forest Service Administrative Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steven Koehn</td>
<td>Sara Comas</td>
</tr>
<tr>
<td>1400 Independence Ave SW</td>
<td>1400 Independence Ave SW</td>
</tr>
<tr>
<td>Washington, DC 20250</td>
<td>Washington, DC 20250</td>
</tr>
<tr>
<td>Telephone: 202-205-1602</td>
<td>Telephone: 206-790-0025</td>
</tr>
<tr>
<td>Email: <a href="mailto:stevenwkoehn@fs.fed.us">stevenwkoehn@fs.fed.us</a></td>
<td>Email: <a href="mailto:socomas@fs.fed.us">socomas@fs.fed.us</a></td>
</tr>
</tbody>
</table>

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement AFF acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If AFF
fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds AFF has expended in violation of sections 433 and 434.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or AFF is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the MOU.

To AFF, at AFF’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or AFF from participating in similar activities with other public or private agencies, organizations, and individuals.

E. ENDORSEMENT. Any of AFF’s contributions made under this MOU do not by direct reference or implication convey Forest Service endorsement of Error! Reference source not found.’s products or activities.

F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.
Nothing in this MOU is intended to alter, limit, or expand the agencies’ statutory and regulatory authority.

G. USE OF FOREST SERVICE INSIGNIA. In order for AFF to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the Forest Service’s Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

K.

L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. AFF shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. AFF shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of
race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

O. DEBARMENT AND SUSPENSION. AFF shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should AFF or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through February 1, 2021, at which time it will expire.
R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

[Signature]

TOM MARTIN, President and CEO
American Forest Foundation

[Signature]

JAMES E. HUBBARD, Deputy Chief
Forest Service, State & Private Forestry

The authority and format of this MOU has been reviewed and approved for signature.

[Signature] February 1, 2016
LYNNE SHOLTY
Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.