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MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE
AND THE
COLLEGE OF MENOMINEE NATION

This **MEMORANDUM OF UNDERSTANDING** (MOU) is hereby entered into by and between the College of Menominee Nation, hereinafter referred to as the "College", and four US Forest Service units – Northern Research Station (NRS), the Eastern Region of the National Forest System (R9), the Forest Products Laboratory (FPL), and the Northeastern Area (NA) State and Private Forestry -- hereinafter referred to as the "Forest Service".

A. **PURPOSE:** The Forest Service and the College share many common values and concerns centered on stewardship of the lands and natural resources of the eastern region, as well as nationally. The Forest Service's mission is to "To sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations." Conservation of the nation's resources has been part of tribal stewardship for generations and is central to the mission of the College and their Sustainable Development Institute (SDI). The mission of the SDI is "to share and implement the Menominee values of sustainability through education, applied research, community engagement, and the sharing of indigenous wisdom. SDI is to be an innovator in sustainable ways while respecting the past, present, and future well being of netaenawehmakanak (all our relations)." The parties desire to cooperate in synthesizing best practices of forest management, ecology, utilization and Native American expertise and applying this knowledge to sustainable forestry practices and sustainable development through the administration of the Center for First Americans Forestlands located at the College. The parties view this cooperation as a model for academia/federal partnerships in common cause for public good and agree to serve both Indian and non-Indian rural communities to facilitate stewardship efforts of lands and natural resources within their jurisdictions.

B. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:** In consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties desire to cooperate and mutually agree as follows to:

1. Create, distill, and disseminate knowledge about sustainable forest management, forest products utilization, Indigenous knowledge, and sustainable development.

2. Conduct research, development, and technology deployment that enables the application of principles and techniques for sustainable management and utilization of forests.
3. Create a forum for discourse, technology transfer, deployment of scientific results, and information exchange on the best management and utilization practices among multiple constituencies locally, regionally, nationally, and internationally.
4. Build national capacity to identify where forest products utilization can improve sustainable forest management, lower forest management costs, and incorporate community goals.
5. Develop best practices and methodologies for bringing communities into sustainable forestry and sustainable utilization processes.
6. Facilitate cross-boundary projects to enhance sustainable natural and cultural resource management among American Indian forestlands, non-federal forestlands, and National Forest System lands.
7. Develop a diverse, knowledgeable, and skilled workforce in the areas of sustainable forestry, sustainable utilization, and Indigenous knowledge.
8. Develop educational programs and strategies for sustainable forest management, sustainable utilization, Indigenous knowledge, and sustainable development.
9. Recruit and develop students for tribal and Forest Service employment.

C. FOREST SERVICE SHALL:

1. Support, whenever possible and practical, the exchange of staff for the accomplishment of mutually agreed upon goals.
2. Encourage and develop jointly with the College, specific agreements and plans for individual programs of work considered by both parties to have mutual interest and benefit.
3. Offer, whenever possible, employment opportunities to students from the College. These employment opportunities may include summer employment, co-op employment, and permanent positions.
4. Advise the College as to Forest Service desires and needs in the training of prospective Forest Service employees.
5. When resources permit, place one or more Forest Service employees at the College for the purposes of advancing the partnership and carrying out the annual plan of work.
6. Encourage Forest Service professionals and other employees to accept assignments at the College, consistent with Forest Service budgeting, staffing plans, and authorities.
7. Provide support for College faculty and students invited to serve at Forest Service locations. Such support may include, but is not limited to, appropriate access to office, scientific, and other equipment and facilities, office space, and limited secretarial and office support. To the extent feasible, seek to provide funding for salary and living expenses for such faculty and students.
8. Seek collaborative opportunities consistent with the objectives of this MOU.

D. THE COLLEGE SHALL:

1. Offer, in cooperation with Menominee Tribal Enterprises, use of the Menominee Tribal Forest for research, monitoring, and demonstration purposes when such plans are deemed mutually beneficial to both parties.
2. Provide a forum for synthesizing best practices of forest ecology, utilization, and Native American expertise for sustainable development.
3. Provide an opportunity for the Forest Service to reach out to and serve the underserved American Indian populations through the science of sustainable forestry and sustainable use.
4. Create a pool of diverse, trained, and skilled workers for employment and advancement in the Forest Service.
5. Provide support for Forest Service staff invited to serve at the College. Such support may include, but is not limited to, appropriate access to office, scientific, and other equipment, College facilities, office space, College faculty and administrators, and assistance in recruiting student employees.
6. Seek collaborative opportunities consistent with the objectives of this MOU.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the College from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the leaders of the four participating Forest Service units and the College 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 the Forest Service or College and the subsequent written concurrence of the other(s). Either the Forest Service or College may terminate this MOU with a 60-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The Forest Service and College and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
4. MODIFICATIONS. Modifications to this instrument may be made by mutual consent of the parties. Authorized representatives at the same level as the original signatory parties must sign the modification.

5. ADDITIONAL PARTNERS. The Forest Service and College may seek other partnerships, as appropriate, with other entities, both public and private. The purpose of adding new members will be to enhance the overall partnership. The addition of new members will be made by mutual consent through agreement modification.

6. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Theodore Wegner	Melissa Cook
Forest Products Laboratory	College of Menominee Nation
One Gifford Pinchot Drive	P.O. Box 1179
Madison, WI 53726	State Highway 47-55
Phone: 608-231-9434	Keshena, WI 54135
Fax: 608-231-9567	Phone: 715-799-5600
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	E-Mail: mcook@menominee.edu

Forest Service Administrative Contact	Cooperator Administrative Contact
William Clark	Laurie Reiter
Forest Products Laboratory	College of Menominee Nation
One Gifford Pinchot Drive	P.O. Box 1179
Madison, WI 53726-2398	State Highway 47-55
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Fax: 608-231-9585	Phone: 715-799-5600
E-mail: wlclark@fs.fed.us	E-mail: lreiter@menominee.edu

8. NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either the Forest Service or College 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 Forest Service and College 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 statues and regulations.

9. ESTABLISHMENT OF RESPONSIBILITY. 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.

THE PARTIES HERETO have executed this instrument

NORTHERN RESEARCH STATION



MICHAEL T RAINS
Director

10.15.09

Date

FOREST PRODUCTS LABORATORY



CHRIS RISBRUDT
Director

10/9/09

Date

NORTHEASTERN AREA



KATHRYN P MALONEY
Director

10/15/09

Date

EASTERN REGION



KENT CONNAUGHTON
Regional Forester

10/19/09

Date

COLLEGE OF MENOMINEE NATION



MELISSA COOK
Director
Sustainable Development Institute

10/29/09

Date



S. VERNA FOWLER
President

10-30-09

Date

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

/s/William L. Clark 10/8/09

WILLIAM L. CLARK
Grants & Agreements Specialist
Forest Products Laboratory