

MEMORANDUM OF UNDERSTANDING

Between the

UNITED STATES GEOLOGICAL SURVEY
BIOLOGICAL RESOURCES DIVISION
UPPER MIDWEST ENVIRONMENTAL SCIENCES CENTER

And

NATIONAL PARK SERVICE
VEGETATION INVENTORY PROGRAM
BIOLOGICAL RESOURCES MANAGEMENT DIVISION
NATURAL RESOURCE PROGRAM CENTER

I. Principal Parties:

The United States Geological Survey's Upper Midwest Environmental Sciences Center (UMESC), located in La Crosse, Wisconsin, and the National Park Service (NPS) Vegetation Inventory Program (VIP), located in Fort Collins, Colorado, will be the principal parties to this Memorandum of Understanding (MOU).

II. Authority:

USGS authority to enter into this MOU is pursuant to Public Law 99-591 that bestows permanent authority on the USGS to "prosecute projects in cooperation with other agencies, Federal, state, and private" (43 U.S.C. 36c) and the USGS Organic Act (42 U.S.C. 31 *et seq*).

III. Purpose:

UMESC completes various vegetation mapping projects cooperatively with the NPS VIP and this MOU pertains to the delivery of intermediate or draft products as a component of its obligation under these projects. This MOU will facilitate the request of the NPS VIP, to have UMESC deliver intermediate mapping and database products to specified NPS staff, collaborators, and cooperators, prior to the products being in their final form and to completion of full peer review according to provisions within the USGS's Fundamental Science Practices (FSP). This MOU will allow the NPS, along with their collaborators and cooperators, to 1) view draft versions of products they will receive prior to their final completion; and 2) evaluate the products and offer detailed review comments and suggestions back to UMESC.

IV. Areas of Cooperation:

The areas of cooperation between UMESC and NPS VIP include, but are not necessarily limited to, the delivery of intermediate or draft products from UMESC to NPS staff, collaborators, and cooperators. The intermediate products will be delivered in a GIS Project file (e.g., ArcGIS .mxd file) and include the draft vegetation layer with associated GIS files. Staff at UMESC would 1) provide guidance and training on navigating through the GIS Project file, as needed; 2) be available to answer questions regarding the intermediate products and their application; and 3) work closely with park staff to identify vegetation types of major and lesser interest and discuss confused class signatures that may pose issues.

I. Duration and Provisions for Modification and Termination:

1. This MOU is effective immediately upon signatures of both parties and will remain in effect until such time as it is mutually agreed upon to terminate the agreement. It will apply to all future vegetation mapping projects completed by UMESC for the NPS VIP until it is terminated. A request for termination will be made in writing by either party at least sixty days prior to the anticipated date of termination.
2. This MOU may be modified by mutual consent of the parties.

VII. Additional Terms

This MOU states that UMESC will make intermediate products available to NPS staff, collaborators, and cooperators. In no way shall UMESC be held liable for further dissemination or analysis of the intermediate products beyond that described in the separate agreement for each project. These products will continue to change and be updated by UMESC in part based on feedback from, the NPS and their collaborators and cooperators, until products have undergone the review and final revision under the FSP process. The FSP process includes both technical and policy review and is intended to ensure and enhance the quality, objectivity, and excellence of USGS science information products.

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of both parties and shall be independently authorized by appropriate statutory authority.

This agreement in no way restricts the USGS from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

VII. Equal Employment Opportunity and Civil Rights

Under this memorandum, the U.S. Geological Survey continues to abide by their duties and responsibilities for Equal Opportunity and Civil Rights as follows.

The U.S. Geological Survey is an equal opportunity employer. It ensures that its Federally conducted programs are free of discrimination based on race, color, religion, sex, national origin, age, physical/mental disability, or sexual preference, and that its Federally assisted programs are accessible to people with disabilities and are free from discrimination based on race, color, or national origin.

VIII. Signatures:

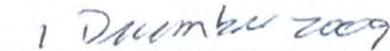
U.S. Geological Survey
Upper Midwest Environmental Sciences Center

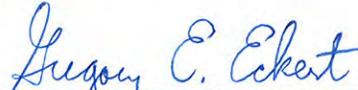
National Park Service
Vegetation Inventory Program

acting for


Signature

Michael D. Jawson, Ph.D.
Center Director


Date


Signature

acting for
Jerry Mitchell
Biological Resources Division Chief


Date