

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CONSERVATION FUND
AND
U.S. FISH AND WILDLIFE SERVICE**

This Memorandum of Understanding (MOU) is made and entered into by and between the United States Department of the Interior, U. S. Fish and Wildlife Service (hereinafter "FWS"), by and through the Regional Director, Southeast Region and The Conservation Fund (hereinafter "TCF"), (collectively "the Parties").

ARTICLE I. BACKGROUND AND OBJECTIVES

A. Background

1. TCF is one of the Nation's leading land conservation nonprofit organizations working to address climate change by reducing atmospheric carbon dioxide through terrestrial carbon sequestration through reforestation.
2. TCF, through its climate change initiative, has helped to protect more than 20,000 acres of National Wildlife Refuge lands, planting more than five million trees on refuges in partnership with the FWS.
3. TCF launched the Go ZeroSM program to engage individuals, companies and communities across the country in an effort to combat climate change.
4. Go ZeroSM is a new national program that makes it easy and affordable for individuals, corporations, or even entire communities to Go ZeroSM by measuring and then offsetting their carbon dioxide emissions – simply by planting trees.
5. FWS is the U. S. Department of the Interior agency responsible for administration of the National Wildlife Refuge System.
6. The mission of National Wildlife Refuge System is to administer a national network of lands and waters for the conservation, management, and where appropriate, restoration of the fish, wildlife and plant resources and their habitats within the United States for the benefit of present and future generations of Americans.

7. FWS has National Wildlife Refuge System lands across the country suitable for terrestrial carbon sequestration and native habitat restoration.
8. FWS has been working with private and nonprofit sectors to address climate change by terrestrially sequestering atmospheric carbon dioxide through the restoration of native habitats.
9. FWS accepts donations to help fulfill its management responsibilities on National Wildlife Refuge lands through established Friends groups and other partners.

B. Objectives

1. Expand application of TCF's Go ZeroSM program by reforesting native habitat through multiple projects on National Wildlife Refuge System lands across the country.
2. Reduce atmospheric carbon dioxide through the reforestation of native fish and wildlife habitats on National Wildlife Refuge lands.
3. Create private/public partnerships as a way to generate support for the restoration and conservation of native habitats, without generating carbon sequestration credits that can be sold or traded. (No carbon sequestration credits will be claimed by those who donate funds or make other in-kind contributions, nor will any such credits be ceded by the FWS).
4. Engage local communities in Go ZeroSM projects on National Wildlife Refuges as a way to educate residents about environmental issues, raise awareness about refuges, and generate support for future activities.
5. Encourage local citizens to participate in an effective program to take action and responsibility for global climate change.
6. Improve air and water quality and provide opportunities for the American public to participate in wildlife dependent recreational activities.

ARTICLE II. **AUTHORITY**

This MOU is entered into pursuant to the Fish and Wildlife Coordination Act, 16 U.S.C. 661 et seq., and the Fish and Wildlife Act of 1956, 16 U.S.C. 742a et seq.

ARTICLE III. STATEMENT OF WORK

A. TCF agrees to:

1. Seek donations from individuals, corporations and other organizations to support Go ZeroSM habitat restoration projects on National Wildlife Refuges across the country.
2. Consult with FWS to determine to which refuge(s) specified donated funds should be directed to provide for habitat restoration.
3. Be responsible for determining the amount of carbon sequestered by habitat restoration projects.
4. Request habitat restoration opportunities in specific regions or states and work with FWS to identify suitable refuges.
5. Coordinate communication between corporate sponsors, FWS and NWR staff.
6. Work with the FWS to establish community outreach opportunities.
7. Promote public support for lands to be added to the National Wildlife Refuge System as a component of the Go ZeroSM program.

B. FWS agrees to:

1. Identify appropriate NWR lands for Go ZeroSM habitat restoration projects and provide TCF with a list of priority lands for habitat restoration and an estimate of the cost of restoration.
2. Be responsible for oversight and approval of habitat restoration activities on the ground and provide long-term management of these lands under natural conditions, and according to best wildlife and habitat management practices.
3. Encourage volunteers and supporters to assist in habitat restoration projects, where appropriate.
4. Cooperate with TCF on outreach, including participating in appropriate donor recognition events, public relations, and signage.

C. The Parties agree to:

Collaborate on all outreach regarding Go ZeroSM and NWR plantings. Both parties must approve all relevant materials before they are released to the public. The parties will jointly determine how and when to announce the existence and intent of this MOU. Other public releases of information concerning this MOU shall be subject to the prior agreement of the Parties.

2. Hold periodic updates and informational meetings concerning implementation of this MOU.

ARTICLE IV. **EFFECTIVE DATE AND TERM OF MOU**

This MOU will become effective on the date that the last signatory party has executed this agreement and will extend through September 30, 2010, unless it is terminated earlier as provided in Article VI.

ARTICLE V. **KEY OFFICIALS**

- A. The key officials specified in this MOU are considered to be essential to ensure maximum coordination and communication between the parties and the work to be performed. They are:

1. For FWS:

Operations:

Sam Hamilton
Regional Director
US Fish and Wildlife Service
1875 Century Boulevard
Atlanta, Georgia 30345
(404) 679-4000
(404) 679-4006 fax

Jeff Fleming
Assistant Regional Director
US Fish and Wildlife Service
1875 Century Boulevard
Atlanta, Georgia 30345
(404) 679-7287
(404) 679-7286 fax

Public Relations:

Kyla Hastie
US Fish and Wildlife Service
External Affairs
105 West Park Drive
Athens, Georgia 30606
(706) 613-9493 x234
(706) 613-6059 fax

2. For TCF:

Operations:

Erik Meyers
Vice President
The Conservation Fund
P.O. Box 271
Chapel Hill, North Carolina 27514
(919) 967-2223
(919) 967-9702 fax

John Rogers
Director, Carbon Program
The Conservation Fund
P.O. Box 271
Chapel Hill, North Carolina 27514
(919) 967-2223 x22
(919) 967-9702 fax

Public Relations:

Jena Thompson
Director, Go ZeroSM
The Conservation Fund
1655 Fort Myer Drive
Suite 1300
Arlington, Virginia 22209
(703) 525-6300

- B. The Parties agree to notify each other promptly and in writing of any change in key officials.
- C. All communications and notices regarding this MOU, and actions taken pursuant to this MOU, will be directed to key officials, or their designees.

ARTICLE VI. **MODIFICATION AND TERMINATION**

- A. This MOU may be modified only by written instrument executed by the parties.
- B. Either party may terminate this MOU by providing the other party with 90 days advance written notice.

ARTICLE VII. **LIABILITY**

A. FWS

Claims brought against the United States by third parties for personal injury or property damage resulting from the negligent acts or omissions of any employee of FWS acting within the scope of employment will be governed by the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

B. TCF

1. Shall be fully responsible for the acts and omissions of its representatives, employees, contractors and subcontractors connected with the performance of this MOU. Also, TCF, in furtherance of this MOU, shall:
 - a. Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person, organization, its representative or employees.
 - b. Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representative, or employees.
 - c. Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of \$1,000,000 per person for any one claim, and an aggregate limitation of \$3,000,000 for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to taking acts under this MOU, TCF shall provide FWS with confirmation of such insurance coverage.
2. Will cooperate with the FWS in the investigation of any claims that may be filed with or against the FWS arising out of activities of TCF, its officers, employees, or (members, participants, agents, or representatives as appropriate) occurring in connection with this MOU.

ARTICLE VIII. GENERAL PROVISIONS

- A. Anti-Deficiency Act, 13 U.S.C. § 1341 – Nothing contained in this MOU shall be construed as binding the FWS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this MOU for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriation.

- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable laws.
- C. During the performance of this MOU, the Parties agree to abide by the terms of U.S. Department of the Interior – Civil Rights Assurance Certification, non-discrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- D. TCF will not publicize, or otherwise circulate, promotional material (such as advertisements, press releases, speeches still and motion pictures, articles, manuscripts, or other publications), which states or implies governmental, departmental, bureau, or government employee endorsement of a product, service, or position which TCF represents. No release of information relating to this MOU may state or imply the government approves of TCF's work product, or considers TCF's work product to be superior to other products or services.
- E. TCF will obtain prior FWS approval from the Public Relations key official before releasing any public information referring to the Department of the Interior, any bureau or employee, or this MOU. FWS will obtain TCF approval from the Public Relations key official before releasing any public information referring to this MOU, except as otherwise provided by law. Such material shall be developed collaboratively between the parties.

ARTICLE XI. AGENCY

TCF is not an agent or representative of the United States, the Department of the Interior, or the FWS, and will not represent itself as such to third parties.

ARTICLE X. NON-EXCLUSIVITY

This MOU in no way restricts FWS or TCF from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

ARTICLE XI.

COMPLIANCE WITH APPLICABLE LAWS

This MOU and its performance are subject to all laws, regulations, and management policies governing the FWS, its property and its resources, whether now in force or later enacted or promulgated. Nothing in this MOU will be construed in any way as impairing the FWS' general powers for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this MOU will be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress or law of the District of Columbia.

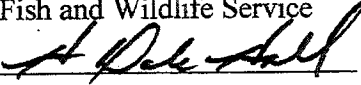
ARTICLE XII.

SECTION HEADINGS

Section headings contained in this MOU are for convenience only and will not be considered in interpreting or construing this MOU.

In Witness Whereof, the Parties have executed this MOU.

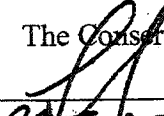
U.S. Fish and Wildlife Service

By: 

Its: Director

Date: 3/30/07

The Conservation Fund

By: 

Its: PRESIDENT

Date: 3-30-07