

Memorandum of Understanding
Between
Dow AgroSciences LLC
And the
United States Department of Agriculture Forest Service
01-SU-11130121-036
And the
Bureau of Land Management
BLM MOU WO - 220-2001-07

This Master Service and Bureau-wide Memorandum of Understanding (SMU/MOU) is made and entered into by and between Dow AgroSciences LLC, hereinafter referred to as Dow AgroSciences, the United States Department of Agriculture Forest Service, hereinafter referred to as the Forest Service and The United States Department of Interior Bureau of Land Management, hereinafter referred to as the BLM.

I. Purpose

The purpose of this SMU/MOU is to provide a general framework of cooperation between the parties concerning research, education, technology development, training and management of exotic, invasive noxious weeds. Such cooperation will increase the available knowledge on management, containment and control of these exotic species on both public and private lands, thereby benefitting both parties and the public.

The BLM has the authority under Section 307A of the Federal Land and Policy Management Act.

II. Statement of Mutual Benefits and Interests

The Forest Service is a land management agency responsible for the National Forest System lands in 43 States and comprised of 191 million acres of land. The BLM is charged with the management of 264 million acres of public land in the western United States. The Forest Service and BLM are dedicated to the management of the Nation's natural resources, and have responsibilities for the protection and management of the ecosystems on National Forest system lands and public lands. This responsibility includes maintenance of wildland plant communities and the wildlife species dependent on them. The Forest Service and BLM further have responsibility under the Federal Noxious Weed Act of 1974 and the Carson-Foley Act of 1968 to manage noxious and invasive weeds within their boundaries and not become a source of infestation to adjacent private and public lands.

Dow AgroSciences is a wholly owned affiliate of The Dow Chemical Company. One of its goals is the research, discovery, and commercialization of environmentally sound approaches to manage noxious and invasive vegetation. Dow AgroSciences recognizes its responsibility to positively impact the conservation of natural resources and improve the biodiversity and

ecological health of rangeland, forest, and wildlife habitat. Dow AgroSciences has strongly aligned its core values to stewardship and the highest standards of environmental responsibility, ethics, and human safety.

The Forest Service, BLM and Dow AgroSciences have a joint interest in managing noxious, invasive vegetation. These weeds, if allowed to proliferate, have the potential to dominate a significant portion of wildland vegetation in the United States. Native plant communities have been and will continue to be replaced by communities dominated by a few invasive species. Noxious and invasive plant communities have often been shown to have greater potential for soil erosion, lesser value for wildlife species, reduced forage production for grazing animals and reduced esthetic qualities. Further, the Forest Service and BLM have the responsibility to maintain biodiversity on the lands they manage. The continued spread of noxious and invasive vegetation poses a significant threat to this biodiversity and the many rare, threatened, and endangered plant and animal species.

As noxious and invasive vegetation appear in new environments, more information is needed on the weed species and the communities these species currently and potentially inhabit. The safe and prudent use of herbicides continues to be one of the effective mechanisms for noxious weed control as part of an integrated weed management program. More information and education is needed on the role herbicides can and should play in an integrated weed management approach.

The Forest Service and the Bureau of Land Management have the responsibility and interest in decreasing the threat of noxious and invasive vegetation on public lands they manage. Dow AgroSciences, the Forest Service, and the BLM agree that this can be accomplished in part by using the safest and most effective vegetation management tools and systems. The parties further agree that more information is needed in the area of defining the most effective management tools and systems. Cooperation between the three parties on research, development, demonstration, and education will provide benefit to both the public and private sectors.

In consideration of the above premises, the parties agree as follows:

III. Dow AgroSciences Shall:

1. Cooperate in the identification of new vegetation management research and information needs.
2. Cooperate in mutually agreed upon research projects on National Forest System lands and BLM lands. The research shall focus on information gaps in the area of vegetation species in wildland environments, high elevation weed species, effects on nontarget species, natural processes such as fire, and the integration of herbicides with other control & prevention techniques.
3. Cooperate in training agency personnel on the proper use of herbicides as part of an integrated weed management program.

contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

3. That all parties jointly retain the right to publication of data generated as a result of subsequent agreement. All parties agree not to publish any such data, including test results, prior to the written consent of the other parties, which consent shall not be unreasonably withheld. All information submitted for publication or other public releases of research results obtained through this agreement, shall first be reviewed and approved by all three parties to this agreement. Promotional material publicizing the results from this research agreement shall not state or imply Governmental, Bureau, Government Employee endorsement of a product, and shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

4. Any press releases or other publications which reference this SMU/MOU, or the relationship established between the parties of this SMU/MOU, shall have prior approval of all parties.

5. Any inventions related to the purpose made during the course of the work under subsequent agreement covered by the SU/MOU hereunder (a) solely by employees of Forest Service or BLM shall be the property of Forest Service or BLM; (b) solely by employees or consultants of Dow AgroSciences shall be the property of Dow AgroSciences; and (c) jointly by employees of the parties shall be the joint property of the parties.

6. Meetings of the MOU signatories or their representatives will be coordinated by the principle contacts for this instruments; and, meetings will be scheduled annually to discuss and identify opportunities for mutually beneficial projects and activities that meet the intent of this MOU.

7. This instrument in no way restricts the Forest Service, BLM or Dow AgroSciences from participating in similar activities with other public or private agencies, organizations, and individuals.

8. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.

9. Modifications within the scope of this instrument shall be made by the issuance of a written modification signed by authorized representatives of all parties prior to any changes being performed.

10. Either party, in writing, may terminate this instrument in whole, or in part, at any time before the date of expiration.

4. Cooperate in demonstration areas focusing on an integrated approach to weed management.
5. Cooperate on National Forest System lands and BLM lands made available by responsible Forest Service and BLM officials for furtherance of these joint efforts, observing applicable Federal laws, regulations, forest plans and State comprehensive plans for the affected areas.

IV. The Forest Service and BLM Shall:

1. Cooperate in the identification of new vegetation management research and information needs.
2. Cooperate in mutually agreed upon research projects on National Forest System lands and BLM lands. The research shall focus on information gaps in the area of weed species in wildland environments, high elevation weed species, effects on nontarget species, natural processes such as fire, and the integration of herbicides and other control and prevention techniques, contingent on the availability of funds.
3. Within resource availability, cooperate & support the training of agency personnel on the proper use of herbicides and their role in integrated weed management programs.
4. Within resource availability, cooperate in Demonstration Areas focusing on an integrated approach to weed management.
5. Make National Forest System lands and BLM lands available for furtherance of these joint efforts, subject to applicable Federal laws, regulations, Forest plans, BLM planning documents and State comprehensive plans for the affected area, and subject to approval by responsible Forest Service or BLM officials.

V. It is Mutually Agreed and Understood by and between the Said parties that:

1. They may participate in mutually agreed upon research, demonstration and educational efforts subject to all applicable laws and procedures and in accordance with the provisions of paragraph 2 of this section. Examples of these efforts include research projects, demonstration areas, education, technology development, publications and training related to noxious and invasive vegetation management.
2. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors 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 instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any

11. This instrument is executed as of the last date shown below and expires on January 1, 2002, at which time it will be subject to review, renewal, or expiration.

12. The principal contacts for this instrument are:

Invasive Species Coordinator
USDA Forest Service
Washington, DC
202 205-0847

Tim Playford
Dow AgroSciences
Indianapolis, IN
317 596-8930

Gina Ramos
DOI-BLM
Washington, DC
202 452-5084

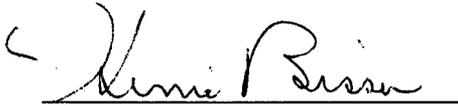
13. Any information furnished to the Forest Service is subject to the Freedom of Information Act (5USC 552).

IN WITNESS WHEREOF, the parties hereto have executed this SMU/MOU as of the last written date below.



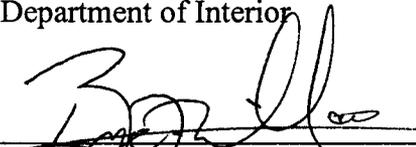
Ann M. Bartuska
Director, Forests & Rangeland
USDA, Forest Service

1/4/2001
Date



Henry Bisson
Assistant Director, Renewable Resources
and Planning
Bureau of Land Management
Department of Interior

1/4/2001
Date



Bryce D. McMillan
Business Unit Leader,
Vegetation and Crops Management
Dow AgroSciences LLC

DECEMBER 21ST/2000
Date



James M. Breuninger
Technology Development Manager
Dow AgroSciences LLC

12/21/00
Date