

**MEMORANDUM OF UNDERSTANDING/DATA SHARING AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT, OREGON/WASHINGTON
AND
DR. TIMOTHY HATTEN
CONCERNING
DATA SHARING FOR SPECIAL STATUS SPECIES (PLANTS)
SPATIAL DATA FOR POLLINATOR ANALYSIS**

I. OBJECTIVE

This Memorandum of Understanding (MOU)/Data Sharing Agreement (DSA) outlines a cooperative agreement between the Oregon/Washington Bureau of Land Management (BLM) and Dr. Timothy Hatten to share data between the parties for analysis of BLM special status plant species for the purposes of modelling changes to invertebrate pollinator species under various climate scenarios.

II. AUTHORITY

The regulation, policy, and legal citation for entering the type of agreement herein written is Section 307(b) of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737(b), authorizes the Secretary of the Interior, subject to the provisions of applicable law, to enter into contracts and cooperative agreements involving the management, protection, development and sale of public lands.

III. PROCEDURE

A. The BLM will:

1. Provide geodatabase containing records for various special status plant species from the Geographic Biotic Observation Database (GEOBOB) and
2. Provide updated BLM special status species lists.

B. Dr. Hatten will:

1. Request spatial information on specific special status plants as necessary,
2. Share with the BLM any analysis or reports looking at the interaction of known pollinators and plant species, and
3. Provide copies of any scientific publications that result from research pertaining to the pollinators and BLM special status species.

The following guidelines pertain to the sharing of data or technology:

1. The BLM and Dr. Hatten will work together, as needed, to exchange information and data relating to the interaction with the pollinators being studied by Dr. Hatten and BLM special status plant species.
2. All data sharing requests will be written and documented.
3. The special status species spatial data provided will not be given, shared, or sold to any third party.

IV. ADMINISTRATION

A. **RECORDS MANAGEMENT:** The BLM owns the rights to all data/records shared as part of this MOU/DSA. All records (media, paper, and electronic formats) created or produced in part or in whole are to be maintained for the duration of the MOU/DSA; made available upon request; and, upon termination of the MOU/DSA, copies will be turned over to the BLM.

Dr. Hatten shall not retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

B. **PUBLIC RECORDS:** Any information furnished to any of the undersigned agencies is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.

C. **MODIFICATION:** Modifications within the scope of the agreement shall be made by mutual consent of the parties by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

D. **NON-FUND OBLIGATING DOCUMENT:** This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement 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 documents that shall be made in writing by representatives of the parties to this agreement and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

E. **TERMINATION:** Any of the parties, in writing, may terminate the agreement in whole or in part at any time before the date of expiration.

V. LIST OF CONTACTS

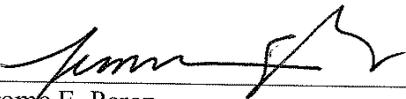
PRINCIPAL BLM PROGRAM CONTACT	INVERTEBRATE ECOLOGY PROGRAM CONTACT
<p>Name: Mark Mousseaux, BLM State Botanist</p> <p>Address: c/o Medford BLM, 3040 Biddle Road, 97504</p> <p>Phone: 541-618-2232</p> <p>E-mail: mmousseau@blm.gov</p>	<p>Name: Timothy D. Hatten, Ph.D. Entomologist, CEO Invertebrate Ecology Inc. Adjunct Faculty, University of Idaho College of Agriculture and Life Sciences</p> <p>Address: Invertebrate Ecology Inc. 610 N Almon St. Moscow, ID 83843</p> <p>Office: 208-301-5108 Fax: 208-301-5112 Cell: 208-310-6397 E-mail: timhatten@invertebrateecology.com</p>

VI. COMMENCEMENT/EXPIRATION DATE

This agreement is executed as of the date of last signature below and is effective for five (5) years at which time it will expire unless extended.

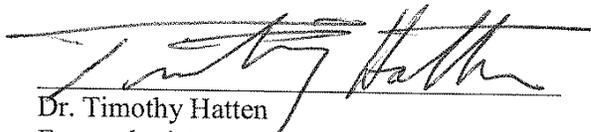
VII. SIGNATURES

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



Jerome E. Perez
State Director
BLM Oregon/ Washington

April 7, 2014.
Date



Dr. Timothy Hatten
Entomologist
Invertebrate Ecology, Inc.

April 25, 2014
Date