

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. ARMY CORPS OF ENGINEERS
AND
WATCHABLE WILDLIFE INCORPORATED

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for continuing cooperative efforts between the U.S. Army Corps of Engineers (Corps) and Watchable Wildlife Incorporated (Watchable Wildlife) to develop, implement, maintain and enhance wildlife viewing opportunities at Corps projects across the country. The parties to this MOU wish to enhance opportunities for all members of the public, including those who are physically or mentally challenged, to observe native North American wildlife species in their natural settings. The parties agree to cooperate in efforts to: identify, develop, and publicize wildlife viewing opportunities on Corps lands; provide interpretation of wildlife biology and management; and ensure access to sites where such activities are not harmful to wildlife, or other resources, or do not interfere with the implementation of Corps missions.

II. WATCHABLE WILDLIFE SHALL:

1. Manage and promote an annual conference and allow the Corps to display and showcase programs related to the objectives of this MOU.
2. Host at least annual meetings with the Corps to discuss and identify watchable wildlife objectives and activities to meet the purpose of this MOU.
3. Enter into partnership agreements, as appropriate, with the Corps to provide assistance or otherwise accomplish specific work projects.

III. U.S. ARMY CORPS OF ENGINEERS SHALL:

1. Make available, where appropriate, project land(s) for the furtherance of this program, subject to applicable Federal laws, agency mission(s), regulations, policies, and land use and activity plans for the affected areas, subject to the approval the Corps District Engineer responsible for administering the designated land.
2. Shall designate representatives from the Corps to serve as contacts and coordinators to discuss cooperative actions with Corps offices.

3. Shall seek to keep Watchable Wildlife apprised of programs and opportunities offered through the Corps for promoting the purposes of this MOU.
4. When and where applicable, assist in the coordination of planning for the Watchable Wildlife program with appropriate State and Federal agencies.
5. Monitor, to the extent practical, the effects of public use of watchable wildlife sites, and as appropriate and practical, modify public use accordingly to avoid unacceptable impacts to wildlife and other resources.
6. Enter into partnership agreements as appropriate with Watchable Wildlife for endeavors to accomplish specific work projects.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD AMONG THE SAID PARTIES.

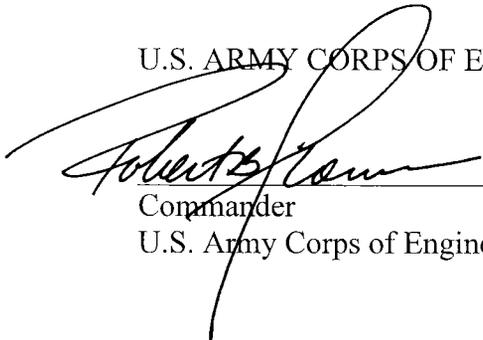
1. Unless otherwise stated, all improvements placed on Corps lands as a result of this agreement shall become the property of the United States and shall be subject to the same regulations and administration of those lands as all other Corps improvements of a similar nature.
2. The binoculars symbol (wildlife viewing area sign RG-210) will be used to enhance nationwide visual recognition of designated watchable wildlife areas.
3. This MOU in no way restricts the parties from participating with other Federal, State and/or private interests or from accepting contributions for the improvement, development, administration, operation, and maintenance of watchable wildlife areas or from using the binoculars symbol in wildlife viewing areas developed outside the context of this MOU.
4. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors, if any, 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 MOU does not provide such authority. Specifically, this MOU does not establish authority for the noncompetitive award to Watchable Wildlife of any contract or other agreement.
5. The parties shall not discriminate on the grounds of race, color, religion, sex, or national origin in the selection of participants for any work or program undertaken pursuant to this MOU.
6. This MOU may be modified or amended by mutual agreement of both parties in writing.

7. Either party may terminate this MOU by providing 60 days written notice. Otherwise, this MOU will remain in force indefinitely.

V. EFFECTIVE DATE

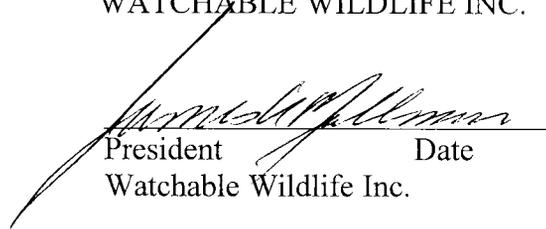
The parties hereto have executed this MOU as of the last date indicated below.

U.S. ARMY CORPS OF ENGINEERS



Commander Date
U.S. Army Corps of Engineers

WATCHABLE WILDLIFE INC.



President Date
Watchable Wildlife Inc. 3-12-03