

MEMORANDUM OF UNDERSTANDING

Between the

U.S. ARMY CORPS OF ENGINEERS

and the

COUNCIL FOR ENVIRONMENTAL EDUCATION

I. PURPOSE.

This Memorandum of Understanding (MOU) establishes a framework by which the U.S. Army Corps of Engineers (Corps) and the Council for Environmental Education (CEE) agree to seek opportunities to cooperate in activities to advance environmental education and training.

II. RESPONSIBILITIES. Subject to applicable federal laws, regulations and policy:

The Corps and CEE:

- A. will regularly provide each other updates through written correspondence, coordination meetings, and other mechanisms, on program activities, technology applications, development and related work pertaining to cooperative activities pursued under this MOU.
- B. will provide leadership and program oversight of the cooperative activities conducted under this MOU.
- C. will review overall program requirements and cooperative arrangements under this MOU at least annually. Both Parties may establish work groups, and review and approve group charters/partnerships, work plans and reports.
- D. may collaborate in the conduct of a broad range of application projects that support environmental education for the Nation.
- E. will work cooperatively in the exchange of scientific data, information and products.
- F. Both Parties will cooperate on joint educational activities that may involve other partners of either organization.

III. MUTUAL UNDERSTANDINGS. It is mutually agreed and understood by the parties that:

- A. Specific activities to be conducted under this MOU and the method of their implementation will be defined on a case-by-case basis by the Corps and CEE, considering the merit of the proposed activity, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors. As appropriate, implementation of specific activities under this MOU will be outlined in separate agreements, such as work plans or statements of work, which will be coordinated through mutual agreement between the Executive Director, Council for Environmental Education and the Commander, U.S. Army Corps of Engineers or their designated representatives, and independently authorized by appropriate statutory or other authority.
- B. This MOU defines the general terms upon which the Corps and CEE will cooperate. Performance by either Party under the terms of this MOU is subject to availability of appropriated funds and personnel resources through their respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds, or transfer of anything of value, between Parties to this MOU 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, such as work plans or statements of work, which 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 non-competitive award to CEE of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
- C. The activities conducted or data developed under this MOU may be documented and made available through appropriate journals, publications or other established channels, consistent with good scientific practice. Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both parties are given an opportunity to review and concur with manuscripts prior to publication. In the event such reports or publications are copyrighted, each Party shall have a royalty free right under the copyright to reproduce, distribute and use such copyrighted work for their own purposes. CEE retains sole copyright to all CEE copyrighted works owned by CEE upon the initiation of this MOU.
- D. The Parties may release their own materials to the public. The Parties will consult with each other prior to any releases that reference the other party's participation, and such releases shall be consistent with other Parties' laws and policies.
- E. The Parties agree that sharing credit is mutually beneficial and will assure that appropriate citation and attribution is given for work performed under this MOU. Uses of a Party's logo or seal, however, will require advance approval by that Party.

F. This MOU may be modified or amended by mutual agreement of both parties in writing.

G. The MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party. Otherwise, this MOU will remain in effect indefinitely.

IV. POINTS OF CONTACT. The following individuals will be the points of contact for this MOU.

CEE

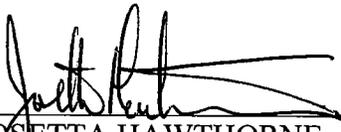
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V. EFFECTIVE DATE. The Parties have executed this MOU as of the last date indicated below.

COUNCIL FOR ENVIRONMENTAL
EDUCATION



JOSETTA HAWTHORNE
Executive Director

March 7, 2006

Date

U.S. ARMY CORPS OF ENGINEERS



CARL A. STROCK
Lieutenant General, US Army
Commanding

27 January 2006

Date