

**MEMORANDUM OF UNDERSTANDING
AMONG
U.S. DEPARTMENT OF AGRICULTURE (USDA)
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
AND
THE NATIONAL ASSOCIATION OF CONSERVATION DISTRICTS (NACD)
AND
THE NATIONAL ASSOCIATION OF STATE DEPARTMENTS OF AGRICULTURE
(NASDA)
AND
THE FERTILIZER INSTITUTE
AND
THE AGRICULTURAL RETAILERS ASSOCIATION
AND
THE AMERICAN SOCIETY OF AGRONOMY
AND
SOIL SCIENCE SOCIETY OF AMERICA
AND
CROP SCIENCE SOCIETY OF AMERICA
AND
USDA SUSTAINABLE AGRICULTURE RESEARCH AND EDUCATION (SARE)
AND
SYNGENTA
AND
CROPLIFE AMERICA**

I. AUTHORITY

This MOU is entered into in accordance with the Soil Conservation and Domestic Allotment Act, as amended (Public Law 74-46, 49 Stat. 163, 16 U.S.C. 590 a-f).

II. INTRODUCTION

NRCS' mission is Helping People Help the Land, which is carried out through its technical and financial assistance authorities to help farmers, ranchers and forest landowners meet their natural resource conservation goals. NRCS partners with a diversity of organizations to carry out this

mission. NRCS, NACD, and NASDA have a long history of working collaboratively on private lands conservation. Other entities, including non-governmental organizations and for-profit entities, also are involved in working with landowners to help them meet their production and conservation goals. Strengthening and expanding such partnerships has the potential to accelerate conservation adoption. Partnering with these groups and businesses (e.g., Certified Crop Advisors, agribusinesses, and agricultural retailers), and working through conservation districts, can extend the reach of NRCS' technical and financial assistance to new customers and through new channels. Similarly, increasing agribusiness employees' knowledge and understanding of USDA technical and financial assistance programs can expand conservation adoption and increase the overall sustainability of farming, ranching, and forestland operations.

III. PURPOSE

The MOU signatories have a common objective of helping agricultural producers grow food and fiber, maintain the viability of farming and ranching, and conserve the natural resource base for future generations. This MOU will establish a collaborative framework for cooperative activities intended to enhance and accelerate the transfer and adoption of technologies and approaches for improved agricultural production and natural resource stewardship. Such activities include, but are not limited to employee training, producer outreach, joint projects, and communications efforts.

IV. RESPONSIBILITIES

All parties to the MOU mutually agree to:

1. In Year One, develop an Action Plan within 30 days after the MOU is signed to guide MOU activities.
2. In developing the Action Plan:
 - a) Identify 3-4 successful, existing projects and develop case study reports that address lessons learned, success stories, benefits made possible by the partnership, and a menu of partnership activities to consider for existing and future partnerships. These activities may include enhanced local communication, sharing educational resources, co-training employees/cooperators, jointly conducting producer outreach, sharing communications, contacts and participation for field days, meetings, conferences, etc., others, as agreed upon by the parties.;
 - b) Focus on soil health and the 4Rs (Right source, Right rate, Right time, Right place) of nutrient management for the initial year of activities under the MOU. Additional mutually agreed upon topics may be added in subsequent years.
3. By the end of Year One, host a national orientation and training event in support of this agreement.
4. By the end of Year Two, develop a joint recognition program for highlighting successful, local partnerships.

5. By the end of mid-Year Three, expand the partnership concept and activities to additional geographic areas as agreed upon by the parties.
6. By the end of Year Three, complete a report that includes an evaluation of all activities under the MOU for successes and lessons learned, and identifies next steps for the partnership.

V. GENERAL PROVISIONS

1. This MOU is neither a fiscal nor funds obligating document. Any endeavor by a party that involves the reimbursement, contribution of funds, or transfer of anything of value between the parties will be handled in accordance with all applicable laws, regulations, and procedures. Such endeavors shall be outlined in separate agreements, shall be made in writing by representatives of all parties involved, and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of any such agreements and expenditure of funds in support of this MOU must comply with all applicable statutes, regulations, policies, and procedures, including (for federal agencies) the Anti-Deficiency Act (31 U.S.C. § 1341).
2. This MOU in no way restricts any of the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
3. Nothing in this MOU may be interpreted to imply that a signatory endorses any product, service, or policy of another signatory.
4. Each party agrees that it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it assumes all risk and liability to itself, its agents or employees, for

any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, under this MOU; and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself, or its own agents or its own employees, while occupying or visiting the projects under and pursuant to this MOU. The Federal Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80)

5. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

VI. TERM

This MOU shall become effective on the date of the last signature and continue in effect for a period of 3 years, or until modified or terminated. Any signatory's involvement in the partnership can be terminated 60 days after written notice is provided to all parties.

USDA Natural Resources Conservation Service

National Association of Conservation Districts (NACD)

National Association of State Departments of Agriculture (NASDA)

The Fertilizer Institute

Agricultural Relaters Association

American Society of Agronomy

Crop Science Society of America

Soil Science Society of America

Syngenta

CropLife America