

Memorandum of Understanding (MOU)

among

U.S. Department of Agriculture
Agricultural Research Service
Forest Service
Soil Conservation Service

U.S. Department of Interior
U.S. Geological Survey

I. Purpose

The purpose of this agreement between the U.S. Department of Agriculture (USDA) Agricultural Research Service (ARS), Forest Service (FS), and Soil Conservation Service (SCS) and the U.S. Department of Interior (USDI) Geological Survey (GS) is the establishment and operation of a cooperative research laboratory to be known as the Terrestrial Ecosystems Regional Research and Analysis (TERRA) Laboratory.

The terrestrial ecosystem components in large scale environmental models are incomplete and do not provide adequate linkages to atmospheric and human process models. The TERRA Laboratory is being organized to provide a mechanism for strengthening the linkages. The objective of the Laboratory is to provide information in support of National and regional policy and decision making by:

- applying ecological and land-descriptive data and models to develop continental scale understanding of land processes and conditions;
- providing realistic descriptions of land, atmosphere, and human interactions;
- predicting change in the distribution and nature of terrestrial ecosystems;
- providing co-evolving land descriptions for earth-system models;
- developing quantitative methods for assessing terrestrial ecosystem sustainability.

TERRA Laboratory will serve as the hub of an ecosystem modeling network whose participants will advance ecosystem modeling by sharing knowledge and technology.

Through the TERRA Lab, environmental decision and policy makers will have improved access to diverse and, ultimately, integrated ecosystem models. Researchers will gain improved access and ability to interact with models of other components of the environmental system.

II. Authority

This agreement is entered into between the USDA and the USDI in accordance with the obligations and authority delegated to them under, but not limited to, the statutes listed below. Nothing in this agreement limits or extends the statutory authorities of the USDA or USDI.

All agencies:

Global Change Research Act of 1990, PL 101-606

USDA

ARS: National Agricultural Research Extension and Teaching Policy Act of 1977

Economy Act
7 USC 427, 427i, 1624, 3318
15 USC 3710A
DR 1314-1

FS: Forest and Rangeland Renewable Resources Research Act of 1978, 16 USC 1641-1646
Economy Act

SCS: Public Law 97-258
Economy Act of 1985
Soil and Water Resources Conservation Act of 1977, PL 95-192, 91 Stat.,
16 U.S.C. 2001 et.seq.

USDI

GS: Organic Act of the U.S. Geological Survey - March 3, 1879, 43 USC 31

III. Objectives

The objectives of this memorandum of understanding are:

- a. To provide mechanisms for operation of the Terrestrial Ecosystem Regional Research and Analysis (TERRA) laboratory.
- b. To identify principles for participation in TERRA Lab.

IV. Task Order

The specific work to be performed under this MOU, within the general scope of work outlined above, will be subject to the mutual agreement of the agencies involved. Each agency will fund their individual participation in the work. To the extent that there may be work performed by one agency and funded by another agency, the performing agency will be authorized by task orders (TOs) issued by the requesting agency's authorized representative to transfer funds to the performing agency.

V. Administrative Agreements

Each agency head will designate one executive to serve as its representative on the TERRA Board of Directors. The Board will meet as necessary, but at least twice a year. Chairmanship of the Board will be determined by the Board.

Administrative agreements that are developed under this MOU will become operable after ratification by the Board of Directors.

This agreement will become effective when signed by participating agencies; it will continue in effect until September 30, 1994. During fiscal year 1994 the participating agencies will conduct a review of this agreement and of TERRA operations and may extend the period of agreement by mutual consent.

Additional agencies are encouraged to join this agreement at any time by preparing an amendment to this MOU that states participation in the MOU by the joining agency. The amendment will be signed by the authorized representatives of the joining agency, and will become effective upon ratification by the TERRA Board of Directors.

The Board of Directors will cause annual preparation of a work plan and budget for the operation of the TERRA Lab. The work plan and budget will describe research to be conducted at the TERRA Lab and resources to be provided by each participating organization. The budget as agreed to by each agency will be attached as an MOU annex for each fiscal year when the commitment has been made.

Each participating Federal agency will assess its own TERRA Lab budget for management and administrative support. Participating agencies will minimize additional assessment of TERRA funds transferred from other agencies.

The Board of Directors will cause publication of an annual report on research results of the TERRA Lab.

VI. Government Property

All agencies shall maintain and account for Government property in accordance with agency practice.

VII. Withdrawal

Any participant may withdraw from this MOU by giving written notice of withdrawal to the Board of Directors not less than 120 days in advance of the effective date of withdrawal.

VIII. Coordination Structure

- A. This MOU does not preempt any preexisting policies set forth in existing agreements or MOUs by participant agencies.
- B. Overall coordination of program activities under this MOU will be by the Board of Directors.
- C. This MOU in no way restricts the signatories from participating with other public and private organizations and individuals.
- D. Nothing in this MOU shall be construed as obligating the participating agencies to expend money or as involving the United States in any contract or other obligation for the present or future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
- E. No member of, or delegate to, Congress shall be admitted to any share or part of this MOU or to any financial benefit that may arise therefrom. This provision shall not apply to this MOU if this MOU is made with a corporation, shareholders of which may be members of, or delegates to, Congress.

IX. Approvals

U.S. DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE

By:  JUL 27 1992
Signature Date
Administrator, Agricultural Research Service

U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE

By:  8/7/92
Signature Date
Chief, Forest Service

U.S. DEPARTMENT OF AGRICULTURE, SOIL CONSERVATION SERVICE

By:  Acting for 7/28/92
Signature Date
Chief, Soil Conservation Service

U.S. DEPARTMENT OF THE INTERIOR, GEOLOGICAL SURVEY

By:  AUG 28 1992
Signature Date
Acting Director, U.S. Geological Survey