

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE U.S. GEOLOGICAL SURVEY
AND
THE BUREAU OF LAND MANAGEMENT**

- I. Statement of Purpose.** This Memorandum of Understanding (MOU) establishes an Executive-level relationship between the Bureau of Land Management (BLM) and U.S. Geological Survey (USGS). The purpose of this collaboration is to identify joint priorities for actionable science at the headquarters level and to determine, create, and organize the intra- and inter- bureau capabilities, infrastructure, and capacities needed to act on those priorities. The spirit of the [Co-Production Tool Kit](#), which emphasizes the importance of partnership between BLM and the USGS at the project-level, will be complemented and strengthened by this increased executive-level coordination. Executive-level discussions will focus on identifying the relationships, processes, infrastructure, and resources needed to ensure that BLM's resource management programs are informed by the best available science and high-quality information. Executive-level discussions and agreements will be detailed enough to 1) inform budgeting and staffing decisions for both bureaus; 2) bring together the multi-center/office collaboration required to adequately address broader scale management challenges; and 3) to strengthen Headquarters and regional coordination. This MOU also sets the stage for increasing understanding between organizations through staff exchanges; early career development opportunities; assignments to Program Councils, the BLM National Science Committee, and/or the USGS Climate Adaptation Science Steering Committees; and other appropriate opportunities.

The substance of this MOU establishes formal mechanisms for 1) knowledge discovery and exchange between organizations; 2) executive-level agreement on some priority science themes and associated products; 3) maintenance and curation of existing sites and portals that BLM can use for best-available science; 4) agreed upon update cycles for priority work products; and 5) clear lines of communication.

Although this MOU specifically addresses headquarters and executive-level relationships, collaboration and coordination already exist and are encouraged to continue and increase at the national, regional, and local levels as necessary to support the intent of this MOU and BLM's science and information needs. The aim is to ensure that BLM's most critical scientific information needs are met through ongoing cooperation and coordination.

- II. Background.** This MOU arises from the mutually compatible missions of BLM and the USGS. The Federal Land Policy and Management Act of 1976 directs BLM to periodically and systematically inventory lands and natural resources under bureau management and manage them on the basis of multiple use and sustained yield. The USGS is the research bureau of the Department of the Interior and provides natural resource information and technologies that are critical to achieving the missions of the Department's land and resource management bureaus. In 1993, certain biological research functions were transferred from BLM to what is now the USGS Ecosystems Mission Area. The USGS is one of BLM's primary science providers. Both bureaus would benefit from increased executive-level coordination and identification of shared priorities and activities that lead to sustainable and evolving collaborations among USGS centers and mission areas and BLM offices and states that produce actionable science.

III. Identification of Statutory Authority(ies). The USGS authority to enter into this MOU is pursuant to Public Law 99-591 which provides permanent authority for the USGS to “prosecute projects in cooperation with other agencies, Federal, state, and private,” (43 U.S.C. 36c). The BLM authority to enter into this MOU is pursuant to the Federal Land Policy and Management Act of 1976, as amended, 43 U.S.C. § 1701, et seq.

IV. Procedures to be Followed and Responsibilities of the Parties.

- a. Both parties agree to the following. Executives will:
- i. Jointly identify executive-level priorities; develop a shared understanding of important sideboards such as timelines, partners, staffing, and other resource constraints; and commit to an actionable implementation plan for identified priorities. They will recognize that some priorities will be long-term and will require the availability of staffing and resources through a multi-year cycle of discovery from science synthesis, through actionable management plans and scientific justifications, to management implementation, evaluation plans, and the need to maintain the currency of products and necessary updates. They will take steps necessary to implement each agreed to program of work. If the availability of any agreed upon priority, funding, staffing, or key personnel changes, they will discuss and agree to adjustments.
 - ii. Identify an Executive in each bureau to serve as Executive-level Point of Contact.
 - iii. Identify an individual in each bureau to serve as a Headquarters, staff-level liaison (HQ liaison) and incorporate that role into their performance plan. HQ liaisons should have knowledge of their bureau and the ability to reach across and within their organization. The HQ liaison will coordinate closely with Content Area Point of Contact (CA-POC) for each priority topic and will facilitate additional coordination within and between bureaus as necessary to ensure that shared intra-bureau priority topics are met along with the BLM's most critical scientific information needs.
 - iv. Designate a CA-POC for each priority topic. CA-POCs will be responsible for developing initial strategies, research agendas, implementation plans, and project proposals for review by HQ liaisons for this MOU and others, as appropriate. Headquarters-level executives will review implementation plans, identify the availability of staffing and resourcing, and adjust timelines and deliverables as appropriate.
 - v. Discuss emergent and urgent science or information needs and adjust as appropriate. If necessary, the HQ liaisons will convene ad hoc meetings with executives to discuss potential changes in schedule or in the resources necessary to address urgent needs.
 - vi. Hold at least one annual meeting at the headquarters level to focus on the relationship between the bureaus, identify shared priorities, and discuss implementation and challenges that may benefit from collaboration.
 - vii. Coordinate progress on each priority topic through the CA-POCs and HQ liaisons. This will include the status of work on priority topics, any need for modification to implementation plans or new work, and emerging issues or challenges that may require executive level decisions or awareness.
 - viii. Direct the HQ Liaisons and CA-POCs to meet with their peers no less than quarterly; schedule and develop agendas and materials for annual executive-level meetings;

- develop draft lists of potential priority decisions and topics for collaboration; and coordinate the points of contact for each established priority topic.
- ix. Seek opportunities to increase mutual representation within each other's planning bodies, as external advisors on committees or participation in program councils, among other opportunities.
 - x. Seek opportunities for cross-bureau detail assignments, embedded positions, and fellowships as relevant for the development of staff and pursuit of shared missions.
 - xi. Pursue a "no surprises" shared value system for the notification of upcoming actions and, as necessary, briefings with BLM and USGS leadership in advance of publications, decisions, or changes in staffing or resource availability.
 - xii. Coordinate with HQ liaisons, the BLM Office of Communications, and the USGS Office of Communications and Publishing on any press releases or public announcements resulting from interagency collaboration.
 - xiii. Develop Annexes to this MOU and financial agreements as necessary to support the intent and purpose of this MOU.
 - xiv. Propose, select, and provide updates on identified and agreed-upon topics via annexes to this MOU.

The USGS will endeavor to:

- i. Consider the priorities jointly agreed upon in this MOU or as the result of subsequent annual meetings when making decisions around resource (e.g., scientific and technical personnel, supplies, and equipment) acquisition and allocation within the USGS.
- ii. Develop cross-center coordination and cooperation to efficiently and effectively engage with BLM priority science needs and the appropriate staff/offices in BLM.
- iii. Collaborate and partner with other science providers and research organizations, as needed, to effectively tackle priority science topics and to ensure that BLM is aware of best available science, regardless of the source.
- iv. Be responsive and timely in response to both on-going, persistent/programmatic science needs and urgent needs as coordinated with the BLM.

BLM will endeavor to:

- i. Submit budget requests for funding to support approved multi-state priority information needs and coordinate internally to understand how ongoing collaboration and coordination at the national, regional, and local levels is being applied to fund work under priority science needs.
- ii. Coordinate the participation of BLM personnel and offices needed to support the intent and purposes of this MOU.
- iii. Coordinate with other land management and natural resource agencies and organizations, as needed, to support projects addressing priority information needs.
- iv. Distinguish between ongoing, persistent, or programmatic science needs and urgent needs and identify time constraints and information quality needs.

- v. Develop plans and procedures to transition scientific information and capabilities into broad application for resource management programs.

Points of Contact

USGS	BLM
Executive-level Point of Contact: Anne Kinsinger, Associate Director for Ecosystems	Executive-level Point of Contact: Sharif Branham Assistant Director, Resources and Planning
Address: 12201 Sunrise Valley Dr., MS 300, Reston, VA 20192	Address: 1849 C St., NW, Washington, DC 20240
Email: akinsinger@usgs.gov	Email: sbranham@blm.gov
Telephone: 703-648-4051	Telephone: 202-208-5235
HQ Liaison: Zack Bowen, Land Management Research Program Coordinator	HQ Liaison: Karen Prentice, National Science Advisor
Address: 2150 Centre Ave., Bldg. C, Fort Collins, CO 80526	Address: 1849 C St. NW, Washington, DC 20240
Email: bowenz@usgs.gov	Email: kprentic@blm.gov
Telephone: 970-493-7014	Telephone: 202-222-5228

V. Administrative Provisions.

- a. Nothing in this MOU may be construed to obligate either party, or any part of the United States Government, to any current or future expenditure of resources either in advance of the availability of appropriations from Congress or when funds are available.
- b. This MOU cannot be used to obligate or transfer funds, personnel, supplies, equipment, or services between the parties or to affect any type of binding commitment or obligation. This MOU does not commit the parties to enter into any specific agreements for the purpose(s) of this MOU. Projects involving cost sharing or reimbursable funding between the parties must be authorized in separate, follow-on agreements based on appropriate statutory authorities.
- c. This MOU does not create an actual or implied intention or requirement for the USGS to enter into a contract or a financial assistance agreement.
- d. *Term.* This MOU shall remain in effect for five years upon the last signature of the parties. This MOU may be extended at any time through an addendum mutually agreed upon and signed by the parties. This MOU is effective upon the date of the last signature.
- e. *Modification.* The parties may amend or modify this MOU at any time through an agreement in writing with the written concurrence of the other party, signed by a duly authorized representative.

- f. *No Assignment.* No party may assign any portion of this MOU without the prior written consent of the other party. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- g. *Termination.* The parties may each terminate participation in this MOU at any time through written notification 30 days in advance of the proposed termination date to the other party. This includes termination at will by either party, or termination because either party cannot fulfill its objectives because of lack of appropriated funds, unavoidable diversion of resources, or other circumstances legitimately preventing performance. Upon termination, all obligations from one party to another shall cease subject to any continuing commitments, such as cooperation or data sharing, that may reasonably survive this agreement or be necessary to its orderly wind-down.
- h. *Data.* All data and information produced as a result of this MOU shall be available for use by the USGS in connection with its ongoing programs and for other government and public purposes, and must comply with USGS Fundamental Science Practices requirements. This includes publication of results where appropriate, except in cases prohibited by proprietary and security considerations. The parties will communicate to each other any concerns or limitations regarding data or information use of sharing as early as possible if such circumstances arise. This includes requested disclosures of protected information in response to the Federal Freedom of Information Act (FOIA) requests, congressional inquiries, or other lawful disclosure requirements.
- i. *Press Releases.* The parties shall coordinate all public statements and other disclosures regarding this MOU, and none of the parties may engage in any publicity regarding this MOU unless all the parties consult and agree in advance on the form, timing, and contents of any such publicity, announcements, or disclosure. All public statements must be coordinated with the HQ liaisons, the BLM Office of Communications, and the USGS Office of Communications and Publishing.
- j. *Dispute Resolution:* The signatories to this MOU shall expend their best efforts to amicably resolve any dispute that may arise under this MOU. Any dispute that the signatories are unable to resolve shall be submitted to the Director or their designee of the USGS and the Director or their designee of BLM for resolution.
- k. *No Creation of Additional Rights.* Nothing in this agreement is intended to create rights or expectations in any third-party and it is entered solely for the administrative convenience of the parties.
- l. *Interagency Agreements.* Any endeavor involving reimbursement or contribution of funds between the parties will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be addressed in separate interagency agreements that shall be made in writing by authorized representatives of both parties under appropriate statutory authority.
- m. *Umbrella Structure.* This MOU will serve as an umbrella that sets forth the general terms and conditions under which the parties may seek to pursue cooperative programs and

