

## OKLAHOMA CONSERVATION TASK FORCE

### MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding (this “MOU”) is entered into by and between the Division of Agricultural Sciences and Natural Resources acting for and on behalf of Oklahoma State University (“OSU”), Oklahoma Association of Conservation Districts (“OACD”), U.S. Department of Agriculture-Natural Resources Conservation Services (“NRCS”), Oklahoma Department of Agriculture, Food and Forestry (“ODAFF”), Oklahoma Conservation Commission (“OCC”), Oklahoma Department of Wildlife Conservation (“ODWC”), Oklahoma Tribal Conservation Advisory Council (“OTCAC”), and The Samuel Roberts Noble Foundation (“NOBLE”). OSU, OACD, NRCS, ODAFF, OCC, ODWC, OTCAC, and NOBLE may be referred to herein individually as “Party” and collectively as “Parties” or “Task Force.”

In furtherance of the Parties’ respective public, tribal, or tax-exempt purposes, each Party is committed to the conservation of Oklahoma’s natural resources, advancement of conservation practices within the State of Oklahoma, and broad, public dissemination of knowledge regarding these matters for the benefit of current and future generations;

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) and Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j; 70 Stat. 1119);

The Parties seek a mutually beneficial collaboration to advance their respective purposes and operations and potentially create a broader impact through interaction;

Now therefore, the Parties mutually agree that:

1. The following objectives will prioritize the activities of the Parties and their collaboration pursuant to this MOU:
  - a) Enhance the development of conservation in Oklahoma
    - Raise public awareness through education
    - Leverage more funding
    - Structure effective cost/efficient education and programs
  - b) Coordination of research
    - Seek new sources of funding to advance research
    - Seek other avenues for providing research to the state
    - Coordination and distribution
  - c) Communication
    - Marketing plan: identification of key audiences and development of targeted activities and actions to reach and engage such audiences
    - Host annual, statewide congress, hosted by this task force, to communicate to and engage general audiences, producers, land stewards, policymakers, consumers, and media to advance the mission of the Task Force

- Host other educational events or develop other resources, by or between the Parties or together with third parties, tailored to specific audiences to advance the mission of the Task Force (e.g., videos, social media platforms, legislative events, contests, training and educational curriculum).
  - Develop key messages for broad but consistent dissemination to advance the mission of Oklahoma conservation and the Task Force
2. In furtherance of the collaborative objectives, the Parties agree to explore and undertake, subject to the provisions of this MOU and the respective rights of each Party, the following activities:
- a) Convene groups to identify, prioritize, and address major state conservation goals (e.g., eliminating eastern redcedars, extermination of feral hogs, advancement of soil health, improved water quality).
  - b) Develop models of success for specific topics, such as research, implementation, education and marketing, including finding baseline data to support these areas so that the Parties can demonstrate growth.
  - c) Develop informational resources reflecting the unique resources, expertise, and knowledge of each Party.
  - d) Develop messaging targeting the general public, provide critical information to those already involved in conservation, and engage the next generation.
3. The Parties acknowledge that this collaboration may take many forms and respectively agree that each will participate in good faith to specifically identify mutually beneficial projects in furtherance of this acknowledged desire to collaborate. To this end, each Party agrees to identify a primary representative (i.e., a point of contact) to facilitate and best manage this interaction. For the identified Party, the named primary representative shall be:

OSU	Thomas G. Coon, Ph.D., Vice-President of Agricultural Programs, 102 Agricultural Hall, Stillwater, Oklahoma 74078
OACD	Jimmy Emmons, President, P.O.Box 56, Leedy, Oklahoma 73654
NRCS	Gary O'Neill, USDA, NRCS, 100 USDA, Suite 206, Stillwater, Oklahoma 74074-2655
ODAFF	Jim Reese, Commissioner of Agriculture, 2800 N. Lincoln Blvd., Oklahoma City, Oklahoma 73105
OCC	Trey Lam Oklahoma Conservation Commission, 2800 N. Lincoln Blvd Suite 160, Oklahoma City, Oklahoma 73105
ODWC	J.D. Strong, Director, 2145 NE 36 <sup>th</sup> St., Oklahoma City, Oklahoma 73111
OTCAC	Jack Hicks, President, 41707 Hardesty Rd., Shawnee, Oklahoma 74801
NOBLE	Chad Ellis, 2510 Sam Noble Parkway, Ardmore, Oklahoma 73401

Any Party may modify its primary representative upon modification of this MOU.

4. This MOU, in and of itself, shall not bind any Party to undertake any given project or other undertaking.

- a) The Parties contemplate that any project by and between the Parties will be formalized, in a separate written form (e.g., letter agreement), identifying a specific statement of work, objectives, allocations of responsibilities, timelines, deliverables (including progress reports), publication standards, outcome ownership (e.g., individual, joint, public), identification and specific involvement of third parties, termination provisions, and budgets.
  - b) Any Party may elect not to participate in any proposed project by (a) declining, in writing, to execute the corresponding written form describing such project and (b) notifying the Parties, in writing, of such election.
5. The Parties acknowledge and agree that results of any collaborative work by and between the Parties must be publishable or otherwise publicly made available.
  - a) While the Parties may define specific procedures or processes for any given project, the Parties acknowledge and agree that personnel involved in projects in furtherance of this collaboration are permitted, in general, to present methods and/or outcomes at public meetings, symposia, and professional meetings and to publish the same in journals or written works. As a professional courtesy and to ensure appropriate manuscript/disclosure development, it is contemplated that joint authors will work together to develop such manuscript/disclosure. In the event a manuscript/disclosure does not include joint authors but relates directly to a project undertaken in furtherance of this collaboration, the disclosing Party will furnish copies of any proposed manuscript/disclosure to the other Parties in a timely manner to enable appropriate review and comment.
  - b) In the event a project includes or could potentially include the confidential or non-public information of a Party, the Parties will agree in advance how to manage such information so as to avoid unwanted disclosures, including potentially, avoiding the initial inclusion of such confidential information in a project.
6. The Parties agree that participation in this collaboration does not require a commitment of any specific existing or future intellectual property. Rather, to the extent there is/are joint projects, the Parties will work together, in good faith, to identify opportunities for appropriate collaboration in intellectual property management, if needed, which may include commitment to the public.
7. The Parties specifically acknowledge that this MOU is not an obligation of funds, and is not intended to and does not create any contractual rights or obligations, or a legally binding commitment by any Party or create any rights in any third party.
  - a) Unless agreed otherwise for a specific project(s), each Party will be responsible for its own costs and expenses in connection with all matters relating to activities under this MOU.
  - b) Notwithstanding this provision, the Parties acknowledge that some projects may require the joint contribution of resources to achieve the projects' objectives and outcomes. The joint contribution of resources may take a variety of forms,

including financial and/or in-kind contributions. Per Para. 3(a) above, the Parties will endeavor to clearly define the project needs and contributions of each Party to successfully undertake and achieve any such project.

8. This MOU is effective as of the last date shown below (“Effective Date”) and will expire on December 31, 2022 (the “Term”). The Term of the MOU may be extended by mutual written agreement of the Parties.
9. Any Party may withdraw from participation under this MOU upon thirty (30) days prior written notice to the other Parties.
10. All activities and programs, conducted under this MOU shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-250); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 C. F. R. 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance from USDA or any agency thereof.
11. All activities conducted under this MOU shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
12. No employee/employer, agency, or other joint relationship is created by this MOU. None of the Parties shall have any authority to act for and/or to bind any other Party in any way or to represent that a Party is in any way responsible for the acts of the other Parties, except as may be explicitly provided for herein or authorized by the non-acting Party(ies), in writing, and in furtherance of the Parties’ goals and objectives.
13. The Parties agree to work together regarding joint communications and/or publicity. No Party will identify the other Parties in any products, publicity, promotion, promotional advertising or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo or symbol that is representative of the other Party(ies), whether registered or not, without the other Party’s/Parties’ prior written consent. Any use of a Party’s name shall be limited to statements of fact and shall not imply an endorsement of any research, products, or services.
14. This MOU embodies the entire understanding between the Parties and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this MOU shall be effective unless made in writing and signed by an authorized representative of each Party.

(SIGNATURES BELOW)

**IT IS SO AGREED:**

**Oklahoma State University**

\_\_\_\_\_  
Name:  
Its:  
Date: \_\_\_\_\_

**U.S. Department of Agriculture-Natural Resources Conservation Services**

\_\_\_\_\_  
Name:  
Its:  
Date: \_\_\_\_\_

**Oklahoma Conservation Commission**

\_\_\_\_\_  
Name:  
Its:  
Date: \_\_\_\_\_

**Oklahoma Tribal Conservation Advisory Council**

\_\_\_\_\_  
Name:  
Its:  
Date: \_\_\_\_\_

**Oklahoma Association of Conservation Districts**

\_\_\_\_\_  
Name:  
Its:  
Date: \_\_\_\_\_

**Oklahoma Department of Agriculture, Food and Forestry**

\_\_\_\_\_  
Name:  
Its:  
Date: \_\_\_\_\_

**Oklahoma Department of Wildlife Conservation**

\_\_\_\_\_  
Name:  
Its:  
Date: \_\_\_\_\_

**The Samuel Roberts Noble Foundation**

\_\_\_\_\_  
Name:  
Its:  
Date: \_\_\_\_\_

The following organization has agreed to the attached MOU and have joined the Task Force for the purposes of advancing conservation of Oklahoma’s natural resources, improving conservation practices within the State of Oklahoma, and broadly and publicly disseminating knowledge regarding these matters for the benefit of current and future generations in collaboration with other members of the Task Force:

**Organization:**

\_\_\_\_\_

Name:

Its:

Date: \_\_\_\_\_