

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY
AND
DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND
AMERICAN HONEY PRODUCERS ASSOCIATION
AND
AMERICAN BEEKEEPING FEDERATION

This Memorandum of Understanding (MOU) is entered into between the Department of Agriculture's (USDA's) Farm Service Agency (FSA), USDA's Natural Resources Conservation Service (NRCS), and the American Honey Producers Association (AHPA) and the American Beekeeping Federation (ABF).

I. AUTHORITIES

This MOU is entered into in accordance with Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3801 *et seq.*); other authorities may also apply.

II. INTRODUCTION

USDA conservation programs such as the Conservation Reserve Program (CRP), Conservation Stewardship Program (CSP), Environmental Quality Incentives Program (EQIP), and Agricultural Conservation Easement Program (ACEP) help protect, restore and enhance pollinator habitats.

On behalf of the Commodity Credit Corporation (CCC), FSA administers the Conservation Reserve Program (CRP), the nation's largest voluntary private-lands program for conservation, which is used extensively throughout the United States for pollinator habitat and conservation. Many pollinators, including managed honey bees, have specific habitat requirements that are protected and restored through FSA's

programs. FSA also plays a critical role in the delivery of programs that provide a safety net for beekeepers who experience losses due to natural disasters. FSA also administers the Emergency Assistance for Livestock, Honeybees and Farm-Raised Fish Program (ELAP), which provides assistance for the loss of honeybee colonies, in excess of normal mortality, due to Colony Collapse Disorder or other natural causes.

NRCS administers technical and financial assistance through Farm Bill programs such as EQIP, CSP, and ACEP. Landowners use these programs to solve resource concerns, including establishing pollinator habitat, on working lands in the U.S. by applying practices to provide lasting benefits for conservation. NRCS has many conservation practices to establish and manage habitat for pollinators, including providing forage resources for honey bees.

The mission of the AHPA and ABF are, among other things, to increase honey bee populations in North America through habitat -- and thus forage and nutrition -- improvement, public awareness, education, and land management benefiting landowners and beekeepers alike.

The parties have a mutual interest in successfully implementing the conservation programs of the Agricultural Act of 2014, P.L. 113-79 (Farm Bill) on the nation's private lands.

III. PURPOSE

The purpose of this MOU is to establish a framework of cooperation among FSA, NRCS, AHPA and ABF to maintain and enhance the productivity of honey bees on private and public lands. Such activities include, but are not limited to, honey bee and other pollinator habitat conservation projects, habitat restoration, technical assistance, delivery of information and educational materials, collaboration on habitat and pollinator research, and development of habitat restoration and enhancement techniques.

IV. RESPONSIBILITIES

A. AHPA and ABF agree to:

1. Provide NRCS and FSA with information regarding the status of honey bee populations, access to clean and nutritious forage nationwide, research on best management practices, research on honey bee forage needs, research on the links between nutrition and honey bee mortality, and any other data or industry standards that might be helpful in designing and implementing programs aimed at enhancing forage habitat for honey bees, including by surveying commercial and non-commercial beekeepers and providing the results of such surveys to NRCS and FSA.
2. Inform all AHPA and ABF members and the general public about honey bee and other pollinator habitat and conservation projects conducted cooperatively with NRCS and/or FSA.
3. Resources considered, engage in direct outreach to relevant state and local bodies to educate such bodies on the unique large scale forage and nutrition needs of honey bees.
4. Resources considered, engage in direct outreach to land owners to improve participation in NRCS and FSA programs aimed at expanding honey bee habitat and providing a safety net for beekeepers who experience losses due to natural disasters.
5. Assist in the training of NRCS and FSA personnel relative to honey bee conservation, management and habitat restoration.

B. NRCS and FSA agree to:

1. Provide training, as the agencies determine necessary, to NRCS and FSA staff on honey bee habitat conservation on cropland and other appropriate land, considering the potential of using technical and practical information provided by AHPA and ABF.
2. Utilize each agency's public information program to inform private landowners about honey bee and associated pollinator habitat conservation practices and programs, including information on the specific large-scale nutrition needs of honey bees, and where when appropriate, distribution of technical and other information available through AHPA and ABF.
3. Provide information to AHPA and ABF on farm bill programs and activities that positively affect honey bee and other pollinator conservation and habitat restoration.

C. It is mutually agreed upon by all four parties:

1. To collectively identify and potentially develop cooperative projects and programs conducted under this MOU that advance honey bee habitat conservation with private landowners and operators.
2. To periodically review the progress of programs or projects developed or supported under this MOU and plan future program direction as appropriate.
3. To provide recognition of FSA, NRCS, AHPA and ABF members, and the general public on all projects or programs conducted or supported under this MOU.
4. That each party to the MOU will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. That nothing in this MOU shall obligate any party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
6. This MOU in no way restricts any party from participating in similar activities with other public or private agencies, organizations, and individuals, but particularly with respect to any activities related to commercially managed honey bees, the NRCS and FSA will consider AHPA and ABF recommendations.
7. That 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 parties and the results thereof. Each party therefore agrees that it will assume 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 USDA's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671-80);

8. Employees of NRCS and FSA will participate in efforts under this MOU solely as representatives of NRCS and FSA. To this end, they will not serve or participate as directors, officers, or employees of AHPA or ABF or otherwise serve or hold themselves out as representatives of AHPA or ABF. They will not assist AHPA or ABF with efforts to lobby Congress, or to raise money through fund-raising efforts. NRCS and FSA employees must avoid any conflict of interest, or the appearance thereof, related to efforts under this MOU. Further, NRCS and FSA employees will report to their immediate supervisor any negotiations or discussions that they have with AHPA or ABF concerning future or potential future employment and upon engaging in such discussions or negotiations, will refrain from participation in matters regarding AHPA or ABF until approved by the applicable agency.

V. TECHNICAL/ADMINISTRATIVE CONTACTS

- FSA —

Katina Hanson

Chief of Staff to the Associate Administrator for Policy and Programs
Office of the Administrator
USDA Farm Service Agency
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- NRCS —

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John Englert (Technical)

National Program Leader-Plant Materials
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• **AHPA & ABF —**

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American Honey Producers Association
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Gene Brandi, President
American Beekeeping Federation
3525 Piedmont Road, Building 5, Suite 300
Atlanta, Georgia 30305
Phone: 404-760-2875

VI. DURATION

This MOU shall become effective the date of the last signature and continue in effect for a period of five years which is currently the amount of time permitted under the statutory limitations. This MOU may renegotiated, amended, extended or modified by a written request of any authorized official of a signatory party and the subsequent written concurrence by the authorized officials of the other signatory parties.

Any party to this MOU may terminate or withdraw from this MOU at any time before the expiration date by providing a 30-day written notice to all other parties to this MOU and a copy to the NRCS grants and agreements office. See addresses in part V. of MOU.

PROVISIONS

A. 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 100-259); 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. Part 15, Subpart A), 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 or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from USDA or any agency thereof."

B. 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).

C. All parties will abide fully by the privacy provisions contained in "Information Gathering" found at section 1619 of Public Law 110-246 (codified at 7 U.S.C. 8971) and the "Administrative Requirements for Conservation Programs," found at section 2004 of Public Law 107-171 (codified at 16 U.S.C. 3844).

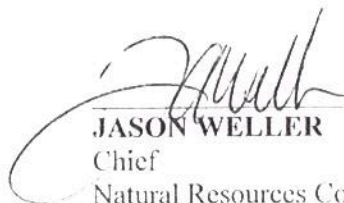
D. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

Accepted by:



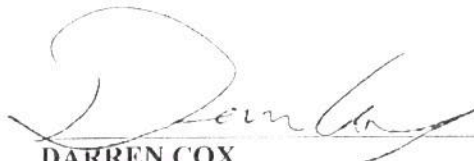
VAL DOLCINI
Administrator
Farm Service Agency

6/22/16
DATE



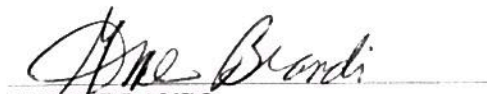
JASON WELLER
Chief
Natural Resources Conservation Service

6/22/16
DATE



DARREN COX
President
American Honey Producers Association

6/22/2016
DATE



GENE BRANDI
President
American Beekeeping Federation

6/22/16
DATE