

MEMORANDUM OF UNDERSTANDING

BETWEEN

Forest Stewardship Council – US (FSC-US)

AND

FSC Family Forests Alliance (FFA)

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Forest Stewardship Council - US, hereinafter referred to as FSC-US, and the FSC Family Forests Alliance, hereinafter referred to as FFA.

1. PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation between FSC-US and the FFA. This MOU recognizes the shared interests of both organizations to develop mutually beneficial programs, projects and activities at the regional and national level that help expand the use of the FSC tool on family forest lands.

2. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The FSC-US benefits include an active partnership with FFA to plan and deliver initiatives that engage family forestland owners in FSC certification.

The benefits for FFA include participation in the development of the FSC-US Family Forest Program and direct linkage with FSC-US for maximized efficiency and effectiveness.

The mutual benefit for both parties is to provide opportunities to greatly expand the engagement of family forest owners in FSC certification and the benefits they realize from this participation.

3. FSC-US SHALL:

- Work with FFA to identify opportunities to expand the use of the FSC tool on family forestlands and to jointly pursue projects and activities that support this use.
- Work on FSC standards and policies to expand opportunities and reduce barriers to family forest certification and ensure that certification of family forests meets and maintains FSC standards for ecological, social, and economic sustainability.
- Develop a “committee” structure for supporting the Family Forest Program that facilitates stakeholder engagement and includes external partners and FFA representation.
- Engage the FFA to participate in the Standards Revision process through participation on the technical committee, support for stakeholder outreach and engagements, participation in field-testing, and other activities as mutually agreed upon.

- Seek joint fundraising opportunities with FFA where appropriate and mutually beneficial.
- Support and encourage membership in the FFA as a means to increase capacities for family forest certification.
- Review this agreement with FFA no less than annually and modify as necessary.
- Review and be familiar with an Annual Action Plan prepared by FFA and provide feedback and input as necessary.

4. FFA SHALL:

- Work with FSC-US to identify opportunities to expand the use of the FSC tool on family forestlands and to jointly pursue projects and activities that support this use.
- Work with the FSC-US or organize stakeholder interests and facilitate stakeholder engagement in issues and activities related to family forest certification.
- Provide input and feedback regarding FSC standards and policies in the form of position and/or issue papers that identify opportunities and recommendations for expanding opportunities and reducing barriers to family forest certification.
- Work with FSC-US to ensure that the interests of family landowners and forest-based communities are represented in FSC activities.
- Participate in the FSC-US “committee” structure for the Family Forests Program that facilitates stakeholder engagement.
- Participate in the Standards Revision process through participation on the technical committee, support for stakeholder outreach and engagements, participation in field-testing, and other activities as mutually agreed upon.
- With the input of FSC, the FFA will lead the development of guidance and communications pieces that support the adoption of the FSC standards and application of the Family Forest Indicators.
- Seek joint fundraising opportunities with FSC-US where appropriate and mutually beneficial.
- Support and encourage FSC certification and/or membership as a means to increase capacities for responsible forest management.
- Maintain and enhance online resources that support family forest certification.
- Review this agreement with FSC-US no less than annually and modify as necessary.
- Provide FSC-US a review copy of an Annual Action Plan prepared by FFA and respond to feedback and input as appropriate.

5. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the FSC-US or FFA from participating in similar activities with other public or private agencies, organizations, and individuals.

3. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

FSC-US Contact:
Ned Daly
FSC-US
1155 30th St NW
Washington, DC 20007

FFA Contact:
Kathryn Fernholz
Dovetail Partners
528 Hennepin Ave, Suite 202
Minneapolis, MN 55403

5. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

6. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through July 1, 2008 at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

 9/14/07

FSC-US Signature/Date

 9/14/07

FFA Signature/Date