

**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. BACKGROUND OF THE PARTIES

The FFA has been created to provide a national mechanism for bringing together individuals and organizations committed to promoting responsible forest stewardship through FSC standards. By creating a forum for communication, cooperation, and information sharing, participants in the FFA can pursue issues of common interest, learn from one another, and enlarge the community of landowners and small businesses practicing responsible forestry.

The four primary purposes of the FFA are to:

- Advocate for FSC policies, public policies, and procurement policies that better serve FSC-certified family forests.
- Operate as a forum to share information and strategies for successful models of certification, forest management, policy development, and market development.
- Provide more visible networks and membership opportunities for family forest owners who feel underserved by existing forest management models and landowner organizations.
- Work collaboratively to develop new resources and tools for group certification programs.

FSC-US is the national 'chapter' of the Forest Stewardship Council (FSC).

Its purpose is to ensure forest stewardship in the United States by coordinating the development of FSC forest management standards in the U.S., providing public information about FSC certification, and promoting the value of FSC certification to landowners, private and public sector purchasers of forest products, and the U.S. consumer. FSC-US has a national presence through the work of its members, Board of Directors, and staff.

2. PURPOSE:

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

3. 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 FSGUS 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; especially through proactive communications among FSGUS, certification bodies and FM groups.

4. FSC-US SHALL:

Work with the FFA to identify opportunities to expand the use of FSC certification 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 environmentally appropriate, socially beneficial, and economically viable forest management

Fully recognize the importance of group certification, individual group managers, and the imperative to include grassroots partners in the development of group certification initiatives.

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 the FFA where appropriate and mutually beneficial.

Support and encourage membership in the FFA as a means to increase capacity for family forest certification,

Review this agreement with FFA no less than biennially and modify as necessary.

Review and be familiar with an Annual Action Plan prepared by FFA and provide feedback and input as necessary.

Support increased level of communication among FSC, certification bodies and groups.

Collaborate with the FFA on the development of guidance and communications pieces that support the adoption of the FSC standards and application of the Family Forest Indicators.

5. 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 Standards Revision process through full engagement with the technical committee, support for stakeholder outreach and education opportunities, participation in field-testing, and other activities as mutually agreed upon.

Collaborate with **FSC-US** on 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 **FSGUS** ~~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 **FSGUS** no **less than** biennially **and** modify as necessary.

Provide **FSC-US** a review copy of an Annual Action Plan prepared by the FFA and respond to feedback and input as appropriate.

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

A. 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.

B. 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.

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

D. PRINCIPAL CONTACTS. The principal **contacts** for **this instrument** are:

FSC-US Contact;
Corey Brinkema
FSC-US
212 Third Ave N, Suite 280
Minneapolis, MN 55401

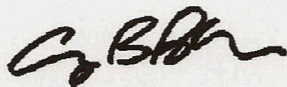
FFA Contact;
Katherine Albert Read
Trust to Conserve Northeast Forestlands
49 Pineland Dr., Suite 201A
New Gloucester, ME 04260

7. 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.

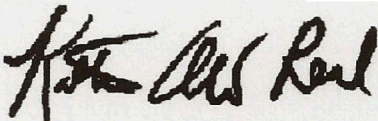
8. COMMENCEMENT/EXPIRATION DATE. This ~~instrument~~ is ~~executed~~ as ~~of~~ the date of last signature and is effective through July 1, 2011 ~~at~~ which time it will expire unless extended.

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



FSC-US Signature

July 21, 2009
Date



FFA Signature

July 21, 2009
Date