

Memorandum of Agreement (MOA)

Shared Responsibilities and Management Agreement in Support of the Northern Institute of Applied Climate Science (NIACS) Partnership Statement and Charter

A MULTI-INSTITUTIONAL PARTNERSHIP BETWEEN THE NATIONAL COUNCIL FOR AIR AND STREAM IMPROVEMENT, INC. (NCASI), AMERICAN FORESTS (AF), THE GREAT LAKES INDIAN FISH AND WILDLIFE COMMISSION (GLIFWC)
AND
MICHIGAN TECHNOLOGICAL UNIVERSITY (MTU), UNIVERSITY OF MINNESOTA (UMN), UNIVERSITY OF VERMONT (UVM), MICHIGAN STATE UNIVERSITY (MSU)
AND
THE USDA FOREST SERVICE (USDA FS)

This Memorandum of Agreement (“MOA”) between the above “PARTIES” is for the purpose of supporting the mission and activities outlined in the Northern Institute of Applied Climate Science (NIACS) Partnership Statement and Charter.

This MOA sets forth and defines the general terms of the Parties, working collaboratively as NIACS, a multi-institutional partnership.

WHEREAS, the Parties recognize that climate change and associated stressors are affecting the health and sustainability of ecosystems and the human communities that depend upon them, and share an interest in cross-boundary management solutions for climate adaptation and carbon mitigation. The Parties are unified in pursuit of the following shared outcomes:

- Applied science products are freely accessible to the public and enable land managers and stewards to identify regional climate impacts and local risks and vulnerabilities for the lands they manage.
- Land managers and stewards have contemporary, place-based climate science information and tools to inform adaptation planning and management actions that support ecosystem resilience, environmental justice, treaty obligations and trust responsibilities, and the equitable provision of environmental, social, and cultural benefits.
- Science-based, climate-smart land management strengthens the resilience of Northeast and Midwest ecosystems to climate-related stressors and helps safeguard human health and wellbeing in the region and beyond.

WHEREAS, to help achieve these outcomes, the mission of NIACS is to “develop and provide applied ecological, economic, social, and cultural information that can be used in ecosystem climate adaptation and carbon management.”

WHEREAS, NIACS, established by the Parties as a partnership group of climate adaptation and carbon management experts to support products, tools, and stakeholder outreach and engagement activities within the Northeast and Midwest region of the U.S., serves and supports the USDA Northern Forests Climate Hub led by the USDA FS Northern Research Station.

WHEREAS, all Parties agree to the partnership contributions and expectations outlined in the Partnership Statement and Charter, in support of the NIACS mission and activities.

NOW, THEREFORE, the Parties agree to cooperate as follows.

Title

Northern Institute of Applied Climate Science (NIACS)

USFS Authority

The Organic Act 7 U.S.C.2201

GLIFWC Authority

Treaties of GLIFWC's member Ojibwe Tribes, specifically the Treaty of 1836, 7 Stat. 491, the Treaty of 1837, 7 Stat. 536, and the Treaty of 1842, 7 Stat. 591

Memorandum of Understanding Regarding Tribal-USDA Forest Service Relations on National Forest Lands within the Territories Ceded in Treaties of 1836, 1837, and 1842

GLIFWC Board of Commissioners Resolution #BOC 05-23-17-03 Granting Approval for GLIFWC to become a partner with the Northern Institute of Applied Climate Science (NIACS)

Purpose

The purpose of this MOA is to set forth and define the general terms of the Parties, working collaboratively as NIACS, a multi-institutional partnership.

Liability

It is understood and agreed that no Party to this MOA is responsible for any damages or injuries arising out of the conduct of activities governed by this MOA, except to the extent that such damages and/or injuries were caused by the negligent or wrongful acts or omissions of its employees, agents or officers. USDA FS and GLIFWC liability is limited by the Federal Tort Claims Act, 28 USC 2671, et. seq.

Term

This MOA shall be valid from March 27, 2023 – March 26, 2028. This MOA shall be for five (5) years unless any party gives written notice to the USDA FS and other Parties of its intent to terminate its participation in the MOA, not later than one (1) month before the intended termination date, after which the MOA will either be revised or terminated.

General Provisions

1. Frequent and effective communication is essential to the successful accomplishment of the NIACS mission. Representatives of the Parties shall meet in accordance with the Partnership Statement and Charter to ensure the engagement and input of all Parties.
2. Subject to any requirements of confidentiality, any Party may publish NIACS products that are solely or jointly developed. Authorship shall be determined by contribution to the work. All NIACS publications or products must acknowledge NIACS, the contributions of each Party, and names and affiliations of all authors in accordance with Provision 9, below. All Parties are granted the right to reproduce, publish, or otherwise use, and to authorize others to use, any published NIACS work with proper citation and credits.

3. NIACS theme art may be used by all Parties on publications, presentations, and other information developed through the partnership. The Parties will follow branding policies and guidance of all participating organizations. Use of organizational symbols or insignia will reflect the authorship and funding of the Parties involved.
 - a. Products that involve USDA FS funding and/or personnel will include the USDA and Forest Service insignias in accordance with agency branding policies. If the Forest Service has contributed more than 50 percent of the project's funding, the product shall be branded as a Forest Service product. If the contribution is less than 50 percent or if the Forest Service is not the primary organization, the USDA and FS insignias should not be placed before the lead or other contributing organization logos.
4. All NIACS products that involve USDA Forest Service author contributions must follow USDA FS Northern Research Station Quality Assurance policies.
5. NIACS is a partnership, and no Party shall in any way state or imply that NIACS products, outcomes of shared work, or any other results of this Agreement are an endorsement of its organization, employees, programs, products, or services except to the extent permission is specifically granted in writing.
6. Neither this agreement nor any rights or obligations of the Parties hereto must be assigned or otherwise transferred to another Party.
7. All Parties shall ensure compliance with all policies related to requesting and receiving funds from government and non-government sources.
8. The continuance of this Agreement is subject to the passage by the U.S. Congress of an appropriation of funds from which expenditures may legally be made to cover the USDA FS involvement.
9. Acknowledgement of the Parties:

All NIACS products must include the following acknowledgement statement: *This [research/work/presentation/webinar/workshop] is a product of the Northern Institute of Applied Climate Science, a collaborative partnership of Federal, research, conservation, higher education, and tribal organizations led and supported in part by the U.S. Department of Agriculture, Forest Service.*

10. Printed, electronic, or audiovisual material shall include the following statement in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability except as provided by federal law. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text: "This institution is an equal opportunity provider."

Other Provisions

- A. All Parties understand and agree that this MOA does not establish an employer/employee relationship among NIACS partners and supporting staff.
- B. If any term or provision of this MOA shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this MOA shall not be affected thereby, but each term and provision of this MOA shall be valid and enforced to the fullest extent permitted by law.
- C. This MOA in no way alters or diminishes any Party's responsibilities under any statute or other legal authority.

- D. The terms of this MOA shall not prevent any Party from carrying out individually or in cooperation with a third party other such cooperation. The Parties recognize that cooperation is a matter of working together toward common goals of mutual interest, shared understanding, and efficient administration of partnership/ collaborative work. Nothing in this broad understanding is to be construed as interfering in any way with the basic responsibilities and authority of either Party for independent action.
- E. Modifications/changes within the scope of the agreement must be made by mutual consent of the USDA FS and other Parties, by the issuance of a written modification, signed and dated prior to any new partners being added and responsibilities changed. Each Party shall separately assign personnel, equipment, supplies, transportation, and facilities, as needed and available to meet respective responsibilities hereunder, and such resources must remain the property of the assignor.
- F. Any party may unilaterally terminate their membership in NIACS at any time upon written notification to all Parties. Products must survive the termination and be followed in accordance with Provision 2.

Nondiscrimination

No Party shall discriminate against any person or entity on the basis of age, race, color, religion, sex, ancestry, military status, handicap, disability, or national origin, except as provided by federal law.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

This MOA is not a funding agreement. Any decision or need to transfer funds or other cooperative projects will be handled through a separate agreement agreed to and signed by participating Parties.

Note: *The authority and format of this MOA have been reviewed and approved by Tom Moreland, USDA Forest Service Technology Transfer Coordinator, Washington DC.*