

MEMORANDUM OF UNDERSTANDING

B E T W E E N

THE FEDERAL AGENCIES AND STATES OF THE MISSISSIPPI RIVER/GULF OF MEXICO
WATERSHED NUTRIENT TASK FORCE

A N D

THE LAND GRANT UNIVERSITIES LOCATED IN THE 12 STATES THAT ARE MEMBERS OF
THE HYPOXIA TASK FORCE

This Memorandum of Understanding (MOU) is entered into by and among the Federal members of the Mississippi River/Gulf of Mexico Watershed Nutrient Task Force (Hypoxia Task Force) represented by the Environmental Protection Agency as the federal co-chair and the State members of the Hypoxia Task Force as represented by Iowa as the state co-chair and the Land Grant Universities (LGUs) located in the Hypoxia Task Force States as represented by the North Central Region Cooperative Extension Association, the North Central Regional Association of State Experiment Station Directors, the Association of Southern Region Extension Directors and the Southern Association of Agricultural Experiment Station Directors effective this 16th day of May, 2019. The Hypoxia Task Force member Federal Agencies include the Environmental Protection Agency, the United States Department of Agriculture's Research, Education, and Economics and Farm Production and Conservation mission areas, the U.S. Army Corps of Engineers, the Department of Interior, and the National Oceanic and Atmospheric Administration. The Hypoxia Task Force member States include Arkansas, Illinois, Indiana, Iowa, Kentucky, Louisiana, Minnesota, Mississippi, Missouri, Ohio, Tennessee and Wisconsin.

I. PURPOSE

The purpose of this MOU is to strengthen cooperation among the parties to fulfill the commitments of the *Gulf Hypoxia Action Plan 2008 for Reducing, Mitigating and Controlling Hypoxia in the Gulf of Mexico and Improving Water Quality in the Mississippi River Basin* (<https://www.epa.gov/ms-htf/gulf-hypoxia-action-plan-2008>), especially Actions 1 and 2 related to the development and implementation of federal and state nutrient reduction strategies. The parties recognize that cooperation is a matter of working together toward common goals of mutual interest, not merely of cooperative financing or sharing of research, outreach and education activities, and occurs only through mutual understanding and efficient administration of cooperative programs. This MOU defines in general terms the basis on which the parties will cooperate with one another in areas of mutual interest. Individual research and associated education and outreach projects may be developed and executed by two or more parties consistent with this MOU.

II. INDEPENDENT INTERESTS OF THE PARTIES

- A. The parties are currently engaged in and have independent interests in research, education and outreach. This MOU will enhance current and future areas of study, and research results and improve coordination of outreach and education associated with those results.
- B. The Environmental Protection Agency is the federal co-chair of the Hypoxia Task Force.
- C. The State of Iowa's Department of Agriculture is the current rotating state co-chair of the Hypoxia Task Force.

III. CONTRIBUTIONS OF THE PARTIES

To facilitate the purpose of this MOU, each party intends to:

- A. Work closely with one another in planning and conducting cooperative research and linked education and outreach activities related to nutrients; and
- B. Assign appropriate agency staff, or in the case of the LGUs designate regional university team members, to assist in identifying, planning and implementing cooperative research and linked education and outreach activities of mutual interest.

IV. COOPERATIVE ACTIVITIES

The parties intend the following terms to guide all research projects and related outreach and educational activities.

- A. Broad outlines of education and outreach linked to research programs will be discussed through mutually attended and appropriate meetings and activities.
- B. This MOU provides a framework for greater collaboration at various levels among Mississippi/Ohio River Basin states tasked with developing a nutrient reduction strategy for their state with their LGU that has research and extension education capacity to address agriculture's contribution to excessive nutrient loadings. The framework includes the following elements:
 - 1. Formation and maintenance of a network of LGUs among the twelve HTF states that focuses on the development and implementation of nutrient reduction strategies and for the activities of the HTF.
 - 2. Organization and engagement of appropriate LGU faculty to work with its HTF member agency within each state.
 - 3. Outreach and education to the agricultural community at the state and national levels.
- C. The details of all future cooperative undertakings between two or more parties should be planned and implemented under the auspices of separate agreements among the participating parties. Each separate agreement shall address:
 - 1. Goals and objectives, working plans, research methodologies, and procedures for the project; and
 - 2. Consistent with Federal law, ownership rights in and to any intellectual property (including copyrightable works, inventions, discoveries, data and other results of research) developed, created or conceived of in the performance of work under each separate agreement; and
 - 3. The rights of the non-owning party or parties to use and practice intellectual property; and
 - 4. The rights of each party to the separate agreement to make public the intellectual property and/or publish the results of work; and
 - 5. Other matters mutually agreed to by the parties.
- D. Nothing in this MOU is to be construed as interfering in any way with the basic responsibilities and authority for independent action of the undersigned signatory parties.
- E. All cooperative activities performed under separate written agreements must conform to the policies and regulations of the cooperating parties.
- F. Nothing in this MOU commits a party to pledge specific levels of financial or personnel

support or to make other specific commitments of resources. A party's contributions to a particular collaborative activity shall be subject to the availability of resources. Each party will handle and expend its own funds.

- G. Each party is free to purchase and use any equipment needed to achieve the goals of this MOU. Equipment purchased with separate agency or institution funds remains the property of the funding agency or institution and is subject to removal or other disposition by it at any time.
- H. Each party agrees not to submit a claim for compensation for services rendered in connection with any activities it carries out in furtherance of this MOU.
- I. This MOU does not exempt the parties from policies governing competition for assistance agreements.
- J. Any transaction involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

V. GENERAL PROVISIONS

- A. Any party may request a modification to this MOU by submitting the proposed modification in writing to the other parties no less than ninety (90) calendar days prior to the proposed effective date of the modification. No modification may become effective unless agreed to by mutual written agreement of all the parties.
- B. This MOU remains in effect for five (5) years and may be extended by mutual agreement of the Parties in writing.
- C. This MOU may be terminated at any time upon the written request of any party sent to the other parties no less than ninety (90) calendar days prior to the proposed date of termination. The parties shall agree, in writing, whether cooperative activities not yet completed at the time of the proposed date of termination shall continue beyond the date of termination.
- D. All communications from one party to the others should be addressed to each party's authorized signatory to this MOU or, upon written notice to the other parties, another designated contact person.
- E. This MOU is and will be available for disclosure to the general public.
- F. This MOUS is a voluntary agreement that expresses the good-faith intentions of the parties, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.
- G. With respect to one another, the parties to this MOU are and shall remain independent. Nothing herein shall be construed as implying that the employees of any party are employees of any other parties.
- H. A determination that any term of this MOU is invalid for any reason shall not affect the validity of its remaining terms.
- I. This MOU constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, whether oral or written.

AGREED TO

U.S. ENVIRONMENTAL PROTECTION AGENCY

BY: David Ross
David Ross, Co-chair of the Hypoxia Task Force

STATE OF IOWA, DEPARTMENT OF AGRICULTURE

BY: Michael Nigg
Michael Nigg, Co-chair of the Hypoxia Task Force

Signatures below on behalf of the Agricultural Experiment Station and Extension Directors in the Mississippi Basin states of the North Central (IL, IN, IA, MN, MO, OH, WI) and Southern (AR, KY, LA, MS, TN) regions."

NORTH CENTRAL REGION COOPERATIVE EXTENSION ASSOCIATION

BY: Robin Shepard
Robin Shepard, Executive Director

NORTH CENTRAL REGION ASSOCIATION OF STATE EXPERIMENT STATION DIRECTORS

BY: Jeff Jacobsen
Jeff Jacobsen, Executive Director

ASSOCIATION OF SOUTHERN REGION EXTENSION DIRECTORS

BY: Ronald Brown
Ronald Brown, Executive Director

SOUTHERN ASSOCIATION OF AGRICULTURAL EXPERIMENT STATION DIRECTORS

BY: Eric Young
Eric Young, Executive Director