



US Army Corps
of Engineers®



The National Great Rivers
Research & Education Center

**REGIONAL MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL GREAT RIVERS RESEARCH
AND EDUCATION CENTER
AND THE
UNITED STATES ARMY CORPS OF ENGINEERS
MISSISSIPPI VALLEY DIVISION**

ARTICLE I – PURPOSE AND AUTHORITY

This Memorandum of Understanding (“MOU”) is made and entered into by the United States Army Corps of Engineers, Mississippi Valley Division (hereinafter referred to as the “Corps”), represented by its Commander and the National Great Rivers Research and Education Center (hereinafter referred to as “NGGREC”), represented by its Chairman (hereinafter jointly referred to as the “Parties”). The purpose of this MOU is to establish a general framework of cooperation to plan and implement mutually beneficial programs, projects, and activities that maintain and enhance environmental and natural resource stewardship, further the study of river ecology, develop sound watershed and river management strategies, and to promote educational programs that foster a greater awareness and appreciation of water resources and the importance of healthy rivers and the ecological services provided by aquatic ecosystems. The geographic scope of this Regional MOU shall be the Mississippi River and its floodplain, from its headwaters to its delta, and major tributaries and distributaries of exceptional ecological value (including, but not limited to, the Illinois Waterway, the Hatchie River and Bottoms, the Cache River, the Lower White River and Basin, the Lower Arkansas River, the Yazoo River and Basin, and the Atchafalaya River and Basin).

This MOU is entered into under the authority of the Economy in Government Act (P.L. 97-258), the Forest Cover Act (P. L. 86-717); the Water Resources Development Act of 2007 (P.L. 110-114); the Federal Water Recreation Act (P.L. 89-72); the National Historic Preservation Act, as amended (P.L. 89-665); and the National Environmental Policy Act (P.L. 89-190).

ARTICLE II – SCOPE

The Corps is committed to the following:

- a future vision for the Mississippi River watershed, the third largest watershed in the world;
- adding value to the overall stewardship of the Mississippi River aquatic ecosystem;
- advancing adaptive management principles to protect the system’s natural capital;

- water resource strategies that recognize and further the value of river-related educational and research programs; and
- the use of scientific information to better inform stakeholders and decision makers.

NGRREC is committed to the following:

- developing strategies designed to further scientific inquiry into river floodplains and their ecology and productivity;
- establishing cooperative ventures to facilitate ongoing research and education relevant to riparian habitats and their use and enjoyment by human communities; and
- ecologically-based management systems, river and riparian ecology, watershed management, aquatic community quality, outdoor recreational opportunities, and the economics of river communities and river resources.

In furtherance of these shared commitments, the Corps and NGRREC intend to cooperate in water resource management programs, activities, and interpretive functions to benefit and educate the general public.

ARTICLE III – COMMUNICATIONS

To provide consistent, transparent, and effective communication between the Corps and the NGRREC, each party shall appoint a regional principal representative to serve as its primary point of contact (POC) on matters relating to this MOU. The Action District for the Corps is the St. Louis District.

ARTICLE IV – RESPONSIBILITIES

The Parties, to the extent authorized by law and in accordance with policies established by the Parties, agree as follows:

- that there is a necessity for, and value to be gained by, the establishment of a regional and national perspective on the Mississippi River watershed, the third largest watershed in the world;
- that the vision for a sustainable river requires collaboration and partnerships across multiple disciplines and with other regional watershed partners;
- to share information and expertise in exploring current knowledge and best available technology, collaborating on adaptive management designs, and advancing the state-of-the-art for engineering projects that are ecologically sustainable while acknowledging the need for a diversity of uses. This may include, where authority and funding are available, jointly undertaking demonstration projects, sharing personnel, and identifying and pursuing policies and programs needed to implement any such projects;

- to work together to monitor and assess the success of any joint projects, and to disseminate lessons learned to stakeholders to benefit restoration and water management projects throughout the region;
- to promote the broader use of environmental stewardship tools and techniques that have proven successful;
- to meet annually to discuss proposed projects and programs that will be carried out for public benefit under a mutually arrived and agreed to action plan; and
- to strive toward a strategy for long-term improvement of water quality and water quantity to ensure the sustainability of the third largest watershed in the world.

ARTICLE V - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations as the Parties under this MOU, the Corps and NGRREC each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

Nothing in this MOU shall be construed as obligating the Corps or NGRREC to expend funds or involve any contract or obligation for future payment of money. The Corps responsibilities hereunder are subject to availability of appropriated funds.

This MOU shall be subject to the laws of the United States governing the Corps and to the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided; and the mention of stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation and control by the Corps.

This MOU in no way obviates the responsibilities of the Corps or NGRREC as may be required under any realty lease, license, or any other agreement signed by the Parties or their assigns. In situations where NGRREC or its proponents lease or license facilities or areas from the Corps, this MOU may become null and void upon revocation of any relevant lease or license.

ARTICLE VI - AMENDMENTS, MODIFICATIONS, AND TERMINATION

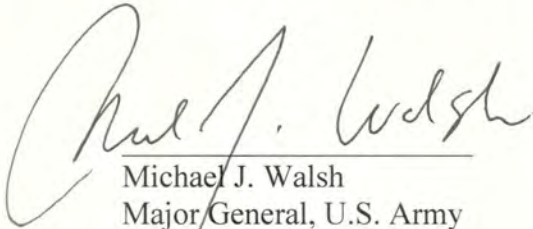
Modifications and amendments to this MOU may be made from time to time upon the mutual written consent of the Division Commander and the authorized representative of NGRREC. Either party reserves the right to terminate this MOU or any parts thereof at any time upon 30-days written notice. Prior to giving such notice, the party seeking termination will provide the other party with the reasons for such termination.

ARTICLE VII - EFFECTIVE DATE

This MOU shall be effective for 5 years commencing on the day following the ratification of this MOU by the Parties. This MOU shall automatically renew for another 5-year period on November 1 of the last year, unless either party gives notice of cancellation before the date of renewal.

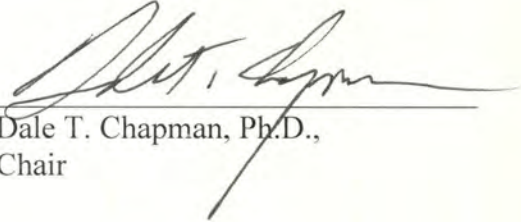
IN WITNESS WHEREOF, the parties hereto, on this 26th day of October 2010, have executed this Memorandum of Understanding.

United States Army Corps of Engineers



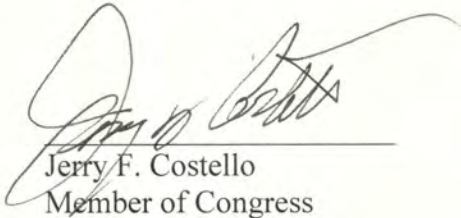
Michael J. Walsh
Major General, U.S. Army
Division Commander

**National Great Rivers Research
and Education Center**



Dale T. Chapman, Ph.D.,
Chair

Honorary Signatory and Witness



Jerry F. Costello
Member of Congress