

**MEMORANDUM OF UNDERSTANDING**

between

**THE WALT DISNEY COMPANY**

and the

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

**UNITED STATES DEPARTMENT OF THE ARMY  
ARMY CORPS OF ENGINEERS**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE**

This Memorandum of Understanding ("MOU") is made and entered into between THE WALT DISNEY COMPANY a Delaware corporation (hereinafter referred to as "TWDC"), and the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE (hereinafter referred to as "FS"); UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE (hereinafter referred to as "NRCS"); UNITED STATES DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS (hereinafter referred to as "COE"); UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT (hereinafter referred to as "BLM"); UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (hereinafter referred to as "BOR"); UNITED STATES DEPARTMENT OF THE INTERIOR, FISH AND WILDLIFE SERVICE (hereinafter referred to as "FWS"); and UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE (hereinafter referred to as "NPS").

## **I. PURPOSE**

The purpose of this MOU is to establish a general framework for coordination and cooperation between the FS, NRCS, COE, BLM, BOR, FWS, NPS, and TWDC.

This agreement will provide a foundation for the FS, NRCS, COE, BLM, BOR, FWS, NPS, and TWDC to work together in partnership on issues of common interest and upon which the cooperators can jointly plan and carry out mutually beneficial programs and activities consistent with each organization's mission and objectives.

## **II. BACKGROUND**

FS is a land and resource management agency of the United States Department of Agriculture. The FS is responsible for providing national leadership in forestry stewardship, conservation, research, and recreation.

NRCS is a national resource conservation agency in the United States Department of Agriculture. NRCS is responsible for providing national leadership and technical assistance on non-federal land through Conservation Districts.

COE plans, designs, builds, and operates water resources and other civil works projects in cooperation with other federal and state agencies and local sponsors. These activities include: flood protection; navigation channel and harbor improvements and maintenance; and as the nation's largest provider of water recreation, administration of almost 12 million acres of land and water in 43 states. The COE further performs military construction for the Army and Air Force and provides design and construction management support for other defense and federal agencies. In addition, the COE conducts innovative research and development, furnishes emergency operations support in response to natural disasters, and executes a fast-growing environmental restoration program for the Department of Defense and the Environmental Protection Agency.

The BLM is a land and resource management agency of the United States Department of the Interior. The BLM administers over 264 million surface acres primarily in the West and Alaska and an additional 570 million subsurface acres of mineral resources. The BLM manages its lands to conserve and protect them and their historic and cultural resources for public use and enjoyment.

BOR is an agency of the United States Department of Interior. BOR helps to sustain the economy, improve the environment, and improve the quality of life in the 17 western states by providing reliable supplies of water and energy. BOR's infrastructure of dams, hydroelectric power plants, and water conveyance facilities provide flood protection, fish and wildlife habitat, river regulation, water quality protection and improvement, and recreation.

FWS is the lead federal agency in the conservation of the nation's migratory birds, threatened and endangered species, certain mammals, and sport fish. FWS manages over 500 national wildlife refuges, regulates the taking of migratory waterfowl, provides technical assistance to states and foreign governments, and administers fish and wildlife restoration grant programs to state and territorial governments.

The National Park Service preserves unimpaired the natural and cultural resources and values of the national park system for the enjoyment, education, and inspiration of this and future generations. The Park Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

TWDC is a diversified international entertainment company with operations in the following businesses: theme parks and resorts, film entertainment, and consumer products.

### **III. STATEMENT OF MUTUAL BENEFITS**

FS, NRCS, COE, BLM, BOR, FWS, AND NPS are dedicated to wise management of our nations natural and cultural resources and, as such, have a responsibility to increase the public's knowledge, awareness, and appreciation of those resources.

TWDC is dedicated to integrating business needs with environmental values and concerns and communicating the need to conserve resources to the public.

FS, NRCS, COE, BLM, BOR, FWS, NPS, and TWDC agree that it is to their mutual benefit to work cooperatively, whenever possible, on issues of common interest to promote public knowledge, awareness, and commitment to sustaining natural resources.

### **IV. RESPONSIBILITIES**

FS, NRCS, COE, BLM, BOR, FWS, NPS, AND TWDC agree to:

- A. Work together to assess, plan, and carry out activities that further the purpose of this MOU. Focus areas will include joint environmental education/interpretation efforts with an initial focus on meeting the needs of urban and disadvantaged youth.
- B. Explore avenues for conducting joint research on issues of common interest which emphasize an ecosystem approach to natural resource management.
- C. As desirable and appropriate, exchange information and resource expertise on natural resource management issues.
- D. Explore avenues to share training opportunities.
- E. As desirable and appropriate, exchange information and expertise on the Americans with Disabilities Act, including issues of universal access.

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

1. All parties will meet periodically to assess, plan, problem solve, and implement strategies to improve the WOW - Wonderful Outdoor World ("WOW") program or any other program contemplated by this MOU.
2. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between or among the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors, if any, 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 MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to TWDC of any contract of other agreement.
3. Nothing in this agreement shall obligate the agencies or the United States to any current or future expenditure of resources in the absence or in advance of the availability or appropriations from Congress.
4. This MOU in no way restricts FS, NRCS, COE, BLM, BOR, FWS, NPS, or TWDC from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
5. No member of, or Delegate to, Congress shall be admitted to any share or part of this MOU or any benefits that may arise therefrom; but this provision shall not be construed to extend to this MOU if made with a corporation for its general benefit.
6. This MOU may be modified or amended only upon written consent of all parties. Any party may, without affecting the rights and obligations of the other parties, except as hereafter provided, withdraw from this MOU upon giving thirty (30) days written notice. However, if TWDC should withdraw, then this MOU shall terminate as to all parties effective upon TWDC's termination. Unless terminated, this MOU will remain in full force and effect until September 30, 2001, at which time it will be subject to renewal or expiration.
7. The principal contact for this MOU from TWDC is:

Kym Murphy  
The Walt Disney Company  
500 South Buena Vista Street  
Burbank, CA 91521-8790  
818-265-5920

8. The principal contacts for this MOU from the federal agencies are:

Dick Paterson  
USDA Forest Service  
201 14<sup>th</sup> Street, SW  
Washington, D.C. 20250  
202-205-1706

Bruce Brown  
Bureau of Reclamation  
1849 C Street, NW  
Washington, D.C. 20240  
202-208-5204

Rosann Durrah  
Natural Resources Conservation Service  
Room 6024  
P.O. Box 2890  
Washington, D.C. 20013  
202-720-4072

Dan Ashe  
U.S. Fish and Wildlife Service  
1849 C Street, NW  
Washington, D.C. 20240  
202-208-5333

Darrell E. Lewis  
U.S. Army Corps of Engineers  
CECW-ON, Room 6223  
20 Massachusetts Ave., NW  
Washington, D.C. 20314  
202-761-1788

Bill Jones  
National Park Service  
1849 C Street  
Washington, D.C. 20240  
202-565-1085

Anthony Bobo  
USDI Bureau of Land Management  
1849 C Street, NW  
LS Room 204  
Washington, D.C. 20240  
202-452-0333

9. It is understood that none of the federal agencies which are party to this agreement may endorse any product, service, or enterprise of TWDC. Therefore, TWDC will not publicize, or otherwise circulate, promotional material which states or implies endorsement of a product, service, or position which TWDC represents. No release of information relating to this agreement may state or imply that any federal agencies approves of TWDC's work product or considers TWDC's work product to be superior to other products or services.

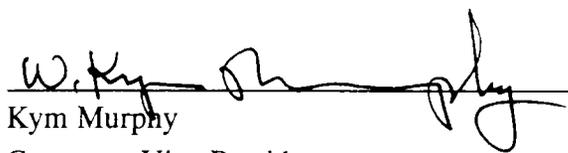
10. FS, NRCS, COE, BLM, BOR, FWS, or NPS shall acquire no right under this MOU to use, and shall not use, the name TWDC; the name "Disney" (either alone or in conjunction with or as part of any other word, mark, or name); or any marks, fanciful characters, or designs of TWDC or any of its related, affiliated, or subsidiary companies in any of its advertising, publicity, or promotion nor to express or imply any endorsement of the agencies nor to use any of said names, characters, or designs in any other manner whatsoever.

11. TWDC shall acquire no right under this MOU to use, and shall not use, any shield, badge, or other symbol of any federal agency that is a party to this agreement or to the character of "Smokey Bear" or "Woodsey Owl" or the message (either alone or in conjunction with any part of any other word, mark, or name) in any advertising, publicity, or promotion or in any manner whatsoever, without the prior written approval of the agency.

12. The parties to this agreement shall obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the parties thereto, or the name or title of any employee of the parties in connection with this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the last date of signature:

For The Walt Disney Company

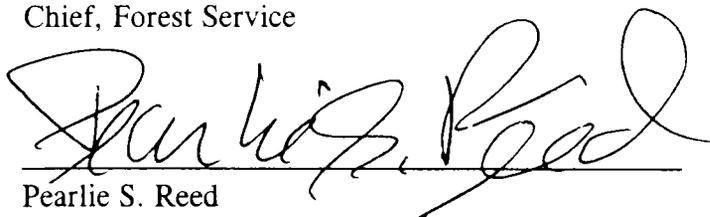
  
\_\_\_\_\_  
Kym Murphy  
Corporate Vice President  
Environmental Policy

12/5/99  
Date

For the Agencies

  
\_\_\_\_\_  
Mike Dombeck  
Chief, Forest Service

January 5, 1999  
Date

  
\_\_\_\_\_  
Pearlie S. Reed  
Chief, Natural Resources Conservation Service

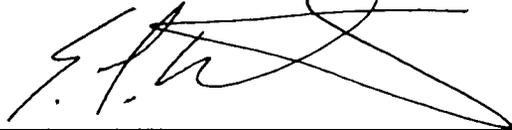
June 8, 1999  
Date

  
Lieutenant General Joe N. Ballard  
Commander and Chief of Engineers

17 May 1999  
Date

  
Henri Bisson  
Assistant Director for Renewable Resources and  
Planning, Bureau of Land Management

January 5, 1999  
Date

  
Eluid Martinez  
Commissioner, Bureau of Reclamation

July 28, 1999  
Date

  
Jamie Clark  
Director, Fish and Wildlife Service

7/28/99  
Date

  
Robert Stanton  
Director, National Park Service

07/20/99  
Date