

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ORGANIC TRADE ASSOCIATION
AND THE
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) and the Organic Trade Associations (OTA). NRCS and OTA are engaged in compatible activities. OTA activities include the development of production standards and farm plans for organic agriculture and protection of natural resources. These are areas in which NRCS has expertise and program responsibilities. Effective cooperation can aid significantly in advancing the missions of NRCS and OTA.

I. I. AUTHORITY

This MOU is entered into in accordance with the:

- • Soil Conservation and Domestic Allotment Act, as amended (Public Law 74-46, 49 Stat. 163, 16 U.S.C. 590a-f); which established the Soil Conservation Service to conserve soil and water nationwide by providing technical assistance to farmers and ranchers among other things.

II. II. BACKGROUND

OTA is an umbrella organization for the organic industry. It includes organic growers, processors, distributors, suppliers, brokers, retailers, certifiers, non-profit organizations, and individuals. OTA offers informational services, educational resources, and promotional programs to its members.

OTA works with growers and handlers to comply with the Organic Food Production Act (OFPA) Title XXI of the 1990 Farm Bill. The purpose of the act was to establish national standards for the production and handling of foods labeled as organic. A National Organic Program (NOP) is being established for organic standards to oversee and require mandatory certification of organic production.

NRCS is the lead Federal agency for conservation on private land. In carrying out this role, NRCS provides voluntary conservation planning and technical

assistance to farmers, ranchers, and other landowners to address the natural resource concerns on the Nation's private and nonfederal land.

NRCS administers a variety of technical assistance and cost-share programs, working primarily through conservation districts. These programs include: (1) providing technical assistance in conservation and development of soil, water, and related natural resources; (2) developing soil surveys and providing soil survey information and interpretations; (3) reducing flood and sedimentation damages; (4) alleviating and preventing agriculture-related pollution; (5) providing technical assistance to all operators including small farms, limited resource farmers, Indians, and minorities; and (6) providing resource data for use by private landowners, groups, local and state governments, and other Federal agencies for land use planning.

Opportunities for cooperative efforts exist in a number of areas including: (1) conservation planning with organic growers to benefit soil, water, and related natural resources by reducing soil erosion, improving water quality, increasing soil organic matter, managing nutrients, controlling pests, promoting biological nitrogen fixation, providing weed suppression and soil moisture management; (2) enhancing the quantity and quality of organic commodities; and (3) identifying soil erosion hazards and limitations of soils for organic farming. Conservation technical assistance to address these activities is provided to individuals, groups, and units of government.

I. III. PURPOSE

The purpose of this MOU is to establish a framework for cooperation between NRCS and OTA on program activities that involve the conservation of natural resources specifically related to organic farming.

II. IV. RESPONSIBILITIES

A. A. NRCS agrees to:

1. 1. Provide conservation technical assistance at the national level to develop guidance on natural resources conservation.
2. 2. Provide a list of State Conservationists, along with the phone numbers and addresses to serve as contacts for states that have councils participating with OTA.
3. 3. Furnish conservation technical assistance for conservation measures in organic farm plans.
4. 4. Provide soil survey information, soil interpretations, and conservation planning assistance to develop and implement

conservation plans consistent with the grower's objectives to achieve sound land use and conservation treatment while producing quality organic crops.

5. 5. Share web-site information on conservation programs.

B. B. OTA agrees to:

1. 1. Discuss conservation assistance needs of organic growers annually with NRCS and recommend priorities.
2. 2. Recommend conservation planning to growers to aid them in meeting the National Organic Program's crop production standards.
3. 3. Inform OTA members of the opportunities and advantages of developing a conservation plan and including it in their organic farm plan.

C. C. It is mutually agreed upon by both parties:

1. 1. To cooperate in developing and implementing conservation farm plans for organic crop production.
2. 2. To encourage the use of demonstrations and field days with organic field operations to showcase conservation and organic production.
3. 3. To share training opportunities to improve knowledge of respective functions and operations.
4. 4. To share information on conferences, newsletters, and training opportunities.
5. 5. That the Executive Director of OTA and the Director, Conservation Operations Division, NRCS will develop procedures to insure good communications and coordination at the various levels of each organization.
6. 6. That this MOU is neither a fiscal nor funds obligating document. Any endeavor by either party that involves the reimbursement, contribution of funds, transfer of anything of value between the parties will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors shall be outlined in separate agreements; shall be made in writing by representatives of both parties; and shall be independently authorized by

appropriate statutory authority. This MOU does not provide such authority.

7. 7. This MOU in no way restricts either party from participating in similar activities with other public or private agencies, or organizations, and individuals.
8. 8. That each party agrees that is it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other parties and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, under this MOU, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the projects under and pursuant to this MOU. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).

III. V. DURATION

This MOU shall become effective the date of the last signature and continue in effect for a period of five years or until modified or terminated. This MOU may be modified or amended upon written consent of both parties. This MOU may be terminated with a 30-day written notice from either party.

IV. VI. PROVISIONS

- A. A. All activities and programs conducted under this MOU shall be administered in accordance with the requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Department of Justice (DOJ) regulations enforcing nondiscrimination requirements, and departmental rules and regulations. Compliance ensures access in all aspects of program delivery of benefits and services to the public without regards to their race, color, national origin, religion, sex, age, disability, marital status, familial status, parental status, sexual orientation, or because all or part of an individual's income is derived from any public assistance program.
- B. B. All activities conducted under this MOU shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

Accepted by:

PEARLIE S. REED
Chief
Natural Resources Conservation Service

DATE

KATHERINE T. DIMATTEO
Executive Director
Organic Trade Association

DATE