

# **SEEDS OF SUCCESS: NATIONAL NATIVE SEED COLLECTION PROGRAM**

## **MEMORANDUM OF UNDERSTANDING**

by and between

**BUREAU OF LAND MANAGEMENT**

and

**CHICAGO BOTANIC GARDEN**

and

**LADY BIRD JOHNSON WILDFLOWER CENTER**

and

**NEW ENGLAND WILD FLOWER SOCIETY**

and

**NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION**

and

**NORTH CAROLINA BOTANICAL GARDEN**

and

**ZOOLOGICAL SOCIETY OF SAN DIEGO**

This Memorandum of Understanding (MOU) is made and entered into by and between the Bureau of Land Management (BLM), Chicago Botanic Garden, Lady Bird Johnson Wildflower Center, New England Wild Flower Society, New York City Department of Parks and Recreation, North Carolina Botanical Garden, and the Zoological Society of San Diego, hereinafter referred to collectively as the Parties.

### **I. Background**

In 2001, Congress directed the BLM to develop a long-term program to manage and supply native plant materials for various federal land management agencies, the Native Plant Materials Development Program. Furthermore, Congress recommended that the Plant Conservation Alliance (PCA), a consortium of 10 federal agencies and over 265 non-federal partners, coordinate this effort ([www.nps.gov/plants/sos/](http://www.nps.gov/plants/sos/)), with leadership from BLM, the Federal Committee Chair.

Also in 2001, the BLM signed an agreement with Royal Botanic Gardens, Kew, United Kingdom to contribute to the Millennium Seed Bank Project by establishing the Seeds of Success (SOS) program in the United States. SOS is the wildland seed collection arm of the Native Plant Materials Development Program, whose objective is to make native seed and plants more readily available for use in restoration. The Parties to this MOU comprise SOS; the BLM is the coordinating organization. Since 2001, the SOS has collected about 7,000 native plant accessions from across the United States and grown to include partners across the country.

In 2007, every part of the country experienced record setting weather events. The South and the Atlantic Coast experienced drought, the Midwest was hit with tornadoes, and the West fought scores of fires. The fire season was especially difficult for the BLM; records were set in Utah, Nevada and Idaho. Native plant materials are in greater demand now more than ever before. In

addition, native plant communities are being affected by pressures such as increasing wildfires and invasive plants (as a result of climate change and other factors), urban expansion, ever-expanding recreational use and demand for energy resources. These pressures affect large landscapes and ecosystems, particularly those in the growing wildland-urban interface. These plant communities support a sustainable economic prosperity and quality of life that comes from public land.

There is a critical need to develop native plant materials, as the current market does not supply the diversity or quantity of native plants needed for restoring the American landscape. While the Federal land managing agencies purchase large quantities of native seed to meet their needs, the demand for native seed is also felt by state and local land managing agencies and other non-governmental organizations engaged in land management and conservation. A reliable, sustainable, and ecologically appropriate source of seeds is needed to meet all of these needs and can best be met within a national framework for management and conservation of the nation's seed resources. Such a framework should seek to equitably address the demand for regional and local seed by assuring a ready supply through appropriate planning, coordinating, collection and storage, while protecting the resources. It is vitally important for the BLM to work with partners such as the Botanic Gardens, to achieve nationwide restoration goals.

## **II. Mission**

The mission of SOS is to collect, conserve, and to develop geographically appropriate native plant materials for restoration. The SOS is a partnership of Federal and Non-Federal institutions, all with shared interests in collecting, conserving, and developing native seed.

## **III. Statement of Mutual Benefits and Interests**

The American landscape is home to an estimated 17,000 native plant species. These native plants are found in a wide range of environments from boreal forests, alpine tundra, and prairie grasslands to interior deserts, coastal salt marshes, and Hawaiian tropical rainforests. Conservation of native plants in many of these habitats is threatened by a complex array of factors associated with human population growth and development. Mirroring world-wide trends in declining diversity, native plants are being lost at an alarming rate. According to scientists in the United States, more than 200 plants have become extinct since the early 1800s and nearly 5,000 native species are "at risk." Ecological research has yielded only limited understanding of the complexities of our ecosystems. It is important that we attempt to maintain the full complement of biological diversity as each component is essential to maintaining ecosystem integrity.

Increasingly, many parts of the country are being affected by climate change, wildfire, drought, and invasive species. Native plants are a key component of national and global biodiversity conservation efforts, and are necessary to mitigate economic damage and reverse the effects of habitat loss. Native plant communities provide habitat for wildlife, including pollinators. Without native plants, we risk the loss of biodiversity in the wild and the sustainability of agriculture.

The SOS provides an opportunity for the Parties to work together in collecting, conserving and restoring native plant communities across the United States.

#### **IV. Authorities**

The BLM authority for entering into this MOU is the Federal Land Policy and Management Act (43 U.S.C. 1701-1782), as amended.

#### **V. MOU Purpose**

The Parties mutually agree that:

1. The SOS is open to interested organizations and agencies by invitation only from the Parties. Partnership becomes official at such time as the MOU is signed by the head of the invited organization.
2. Partner institutions may designate one official (with one alternate) to serve as their representative to SOS, who will attend scheduled meetings at the institution's expense. Each Party will inform the National Coordinating Office of Seeds of Success, in writing, of the name and position of its representatives and alternate, or of any changes in same.
3. The Parties shall meet a minimum of once per year at the January Plant Conservation Alliance meeting. Additional meetings may be scheduled as agreed to by the Parties, and may include meetings at field locations. However, all Parties are encouraged to attend the bi-monthly Plant Conservation Alliance meetings via conference line to stay informed of the national issues in the plant conservation.

The Parties mutually agree to:

1. Develop and serve as a forum for coordination and implementation of a national native seed collection program, consisting of wildland native seed collection, research on native plant materials, public outreach, and information exchange.
2. Work to execute and develop the SOS Technical Protocol ([www.nps.gov/plants/sos](http://www.nps.gov/plants/sos)). All comments, suggestions, and additions should be sent in writing, to the national SOS office. Each Party has the opportunity to contribute to the SOS Technical Protocol, and it is understood that the SOS Technical Protocol is an evolving document. However, the intent of the SOS Technical Protocol is to collect native seeds only from wild populations that can sustain a harvest.
3. Create and use one agreed upon permit template for collection on private lands. When collections are made on private lands, the signed permits authorizing such collection must be kept as part of the Parties' SOS records.

4. Work with the U.S. Department of Agriculture's National Plant Germplasm System, which can provide long-term storage and distribution services to SOS. Material collected under SOS will be divided between two long-term storage sites (partner botanic garden seedbanks and National Plant Germplasm System seedbanks), and when sufficient quantities allow, collections will be curated in a working collection, open for distribution to researchers interested in developing native plant materials.
5. Work with regional and local land managing agencies, as well as other interested parties, to create target lists of species of restoration value. Target lists should be maintained and edited as needed, and submitted to the National Coordinating Office of Seeds of Success for posting on the SOS website. Exclude all rare, threatened, and endangered species from SOS target lists and collection.
6. Submit completed SOS field data forms to the National Coordinating Office of Seeds of Success no later than December 31<sup>st</sup> of the collecting season. Collection data will be posted on the SOS website but limited to: species name, collection number, collection date, collecting team, and the state and county the collection was made. Collection data will allow for coordination of collecting activities and initiation of material distribution for research and restoration of native plant communities.
7. Submit a summary of each season's collecting activities to the National Coordinating Office for the Seeds of Success Annual Report by December 31<sup>st</sup> of the collecting season, using the annual report template provided by the National Coordinating Office. This template includes the following in the season summary: species collected; distributions (institution conducting the research, descriptions of research projects where SOS material will be used, species distributed, and quantity); internal research and restoration projects using collections made under SOS; collecting challenges and successes; improvements to be made the following season; talks, publications, exhibitions, and training sessions given on SOS; and the names of organizations that may have supplied a volunteer force or a collaborating institution.
8. Have any agreement between SOS and the Millennium Seed Bank (MSB), for the first collection of a species to go to the MSB for long-term storage, to be made through the National Coordinating Office.

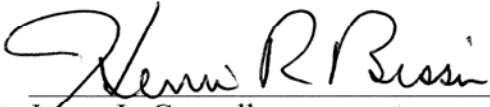
**VI. As the National Coordinating Office of SOS BLM will:**

1. Maintain and update the SOS website.
2. Coordinate all Seeds of Success collecting teams.
3. Organize and teach Seeds of Success training courses.
4. Coordinate, edit, and print the Seeds of Success Annual Report.
5. Manage collection data.
6. Promote Seeds of Success through lectures, exhibits, and publications.
7. Make BLM managed land available for seed collection, as appropriate.

## **VII. General Provisions**

1. This Memorandum of Understanding in no way restricts the Parties from involvement in similar activities with other public or private agencies, organizations, or individuals.
2. Nothing in this MOU shall be construed as obligating Parties to extend funds or to provide resources or be involved in any obligations for future payment of money or provisions of resources.
3. Modifications within the scope of this Memorandum of Understanding shall be made by formal consent of the Parties, by the issuance of written modifications, signed and dated by the Parties, prior to any changes becoming effective.
4. The Parties may terminate or withdraw partnership in whole or in part at any time before the date of expiration, by providing 30 days written notice to the National Coordinating Office of SOS. The Memorandum of Understanding remains viable as long as two institutions remain as Parties.
5. This instrument is neither a fiscal nor a funds-obligation document. The Parties are not obligated to transfer or obligate any funds. Specific work projects or activities that involve the transfer of funds, services, or property among The Parties will require execution of separate agreements and be contingent upon the availability of appropriate funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
6. This instrument expires on January 1, 2018, unless it is renewed by two or more Parties.
7. Any activities conducted under this MOU will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (P.L. 100-259); and other non discrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1072, and the Age Discrimination Act of 1975.
8. No member of, or Delegate to, Congress shall be admitted to any share of part of this instrument, or any benefits that may arise therefrom.

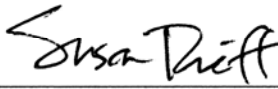
IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the last written date below.

  
Fa: James L. Caswell  
Director, Bureau of Land Management

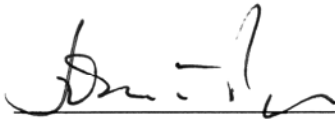
6/20/08  
Date

  
Sophia Siskel  
President and CEO, Chicago Botanic Garden

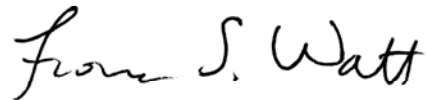
6/23/08  
Date

  
Susan Rieff  
Director, Lady Bird Johnson Wildflower Center


June 25, 2008  
Date

  
John Page  
Director, New England Wild Flower Society

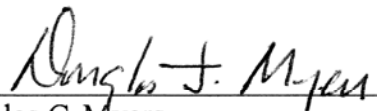
6-23-08  
Date

  
Adrian Benepe  
Commissioner, New York City Department  
of Parks and Recreation

6/25/08  
Date

  
Peter White  
Director, North Carolina Botanical Garden

6-25-2008  
Date

  
Douglas G. Myers  
Director, Zoological Society of San Diego

7/3/08  
Date