

**Yellowstone Wildlife Health Program
Memorandum of Understanding
Between
USDI National Park Service,
Yellowstone National Park
And
Montana State University
And
Wildlife Health Center
University of California-Davis**

A. Introduction

The USDI National Park Service, Yellowstone National Park (hereafter referred to as the Park Service), Montana State University (hereafter referred to as MSU) and The Regents of the University of California (the Wildlife Health Center, of the School of Veterinary Medicine at the University of California, Davis) (hereafter referred to as UCD/WHC) are the Parties to this MOU, and they have complementary scientific expertise and mutual interests in planning and implementing a long term wildlife and ecosystem health program for Yellowstone National Park. The purpose of this MOU is to facilitate the collaborative work of Park Service, MSU, and UCD/WHC to develop and implement the Yellowstone Wildlife Health Program; to establish a long-term program focused on understanding and addressing priority wildlife disease and ecosystem health problems in Yellowstone National Park. An element of this program will be the wildlife and ecosystem health-related subcomponent of the Park Service's Greater Yellowstone Network Vital Signs Monitoring Program.

The mission of Yellowstone National Park includes protection of natural and cultural resources and associated values within their broader ecosystem and cultural context; improved knowledge about natural and cultural resources and their associated values; and resource and visitor management decisions that are based on scholarly and scientific information.

The mission of MSU is to provide a challenging and richly diverse learning environment in which the entire university community is fully engaged in supporting student success.

MSU will provide an environment that promotes the exploration, discovery, and dissemination of new knowledge and will provide a collegial environment for faculty and students in which discovery and learning are closely integrated and highly valued. Finally, MSU seeks to serve the people and communities of Montana by sharing our expertise and collaborating with others to improve the lives and prosperity of Montanans. In accomplishing our mission, MSU remains committed to the wise stewardship of resources through meaningful assessment and public accountability.

The UCD/WHC is dedicated to balancing the needs of people, wildlife and the environment. The UCD/WHC seeks to restore and maintain wildlife, human and environmental health, using science, education and outreach.

B. Background

Wildlife, domestic animals and humans share a large and increasing number of infectious diseases. The continued globalization of society, human population growth, and associated landscape changes will further augment interfaces between wildlife, domestic animals, and humans, thereby facilitating emergence and resurgence of infectious diseases. Further, habitat loss and other human-caused stresses on ecosystems have reduced the ability for many wildlife populations to recover following declines. The increasing challenges of zoonotic diseases have given new attention to the century-old concept of “the one medicine” because of the need to address these diseases across species if their adverse economic, social and other impacts are to be effectively minimized. The wildlife component of this triad has received inadequate focus in the past. Disease emergence and resurgence has reached unprecedented importance for the sustainability of desired population levels for many wildlife populations and for the long-term survival of some species. At Yellowstone National Park, several wildlife diseases currently, or have the potential to, determine the outcome of the park’s conservation mandate: brucellosis (bison & elk), hantavirus (small mammals), whirling disease (trout), West Nile virus (birds), chronic wasting disease (elk & deer), Johne’s disease (bison), and high pathogenic avian influenza (waterfowl and mammals).

C. Elements of Agreement

The Yellowstone Wildlife Health Program is envisioned as a long-term partnership intended to establish a surveillance and research program focused on understanding priority wildlife and ecosystem health issues at Yellowstone National Park. To this end, the Park Service, MSU, and UCD/WHC agree to work collaboratively to develop and implement the Yellowstone Wildlife Health Program which will initially include the following elements:

- Program Coordinators—each of the three principle program partners (Park Service, MSU, and UCD/WHC) will designate a program coordinator or point person. It will be the responsibility of these individuals to coordinate research and facilitate cooperative efforts involving the three institutions and other program partners;
- Scientific/Stakeholder Advisory Committee – this element would establish a scientific and stakeholder advisory committee to provide guidance to the program’s priorities, provide a forum for cooperative scientific issues, and assess the relevance and priority of research efforts among various research and stakeholder communities;
- Organize a Yellowstone Wildlife Health Program Workshop to bring expertise from MSU, UCD/WHC, Park Service, and other interested parties to begin to establish the program and its priorities;
- Design and implement a long-term wildlife and ecosystem health assessment program to monitor and evaluate wildlife diseases and health indicators as a subcomponent of the Greater Yellowstone Network Vital Signs Monitoring Program;

- Develop an outreach program that provides information for the public, faculty, and federal and private funding agencies. A key component will be to develop educational materials for field courses on wildlife health.

The Park Service, MSU, and UCD/WHC agree that future elements of the program may include:

- Competitive Funding for Wildlife and Ecosystem Health Research – this element would involve cooperating scientists and include pre-existing regional expertise to seek competitive grant funds to address both short- and long-term ecosystem health issues including evaluating “vital signs” and protocols;
- Resident Ecosystem Health Field Director – this element would include a wildlife disease/ecosystem health specialist based in the vicinity of the park to manage the YWHP. The program could hire additional researchers and staff as needed if funding is available;
- Provide on-site wildlife veterinary services, including veterinary support for animal handling activities, disease surveillance, and disease outbreak investigation, including field evaluation, necropsy and specimen sampling;
- Establish and coordinate on-site or cooperative wildlife disease diagnostics and research field laboratory capacity; and
- Yellowstone Wildlife Health Training - this element would facilitate wildlife health professional capacity development, as well as research by veterinary students, graduate students, postdoctoral fellows, and post-graduate researchers to tackle priority wildlife health needs and projects at the Yellowstone National Park.

D. Rights to Technical Data and Intellectual Property

1. Unless otherwise set forth in a particular project format, it is the intent of the Parties that the Park Service, MSU, and UCD/WHC may publish, reproduce, and use all technical data developed as a result of work performed pursuant to this MOU in any manner, and for any purpose, without limitation, and may authorize others to do the same. The methodology for publishing is outlined in Article E below.

2. In the event that either Party individually creates or develops other intellectual property, defined for purposes of this agreement as patents, inventions, copyrighted material or other intellectual property as part of an individual project such intellectual property shall belong to the party which developed it, be governed by the intellectual property policies of the institution creating it and be reported via each Party's intellectual property program. Jointly developed intellectual property shall be jointly owned, with each party being able to fully utilize and commercialize the joint intellectual property. However, nothing in this section precludes the Parties from establishing different intellectual property provisions or more extensive terms in a particular project.

E. Publications, Release of Information and Proprietary

1. Publications documenting cooperative efforts may be prepared by any Party, or jointly, provided that all participating agencies have an opportunity to review manuscripts prior to publication. To the extent possible, decisions involving authorship, review of reports, and other conditions and circumstances will be addressed during the preparation of the individual project statements of work referencing this MOU. If no other method is identified in a particular project, the party that has prepared the document shall send it to the Technical Contact for the other side(s) in his/her project. The receiving Party/Parties shall have 15 days to review the publication, report or other information and to provide comments to the author. Should differences of viewpoint occur a reasonable effort will be made to reconcile them. However, this shall not prohibit either agency from publishing the data or information, provided it assumes sole responsibility and gives appropriate credit to the other agency.

2. Neither party shall have the authority to make statements, representations or commitments of any kind or take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing in this or a subsequent agreement. Neither party may use the name of the other in advertising or other form of publicity without the written permission of the other. Requests for use of the name shall be directed to the administrative contact set forth below who will obtain the necessary clearances; or to the administrative contact identified in a particular Project.

3. Any commitment of either party to preserve the confidentiality of information received in a particular project is subject to applicable United States laws and regulations and will be identified in each individual project statement of work especially if there are obligations or restrictions on information that bind all the Parties.

F. Non-Fund Obligating Document

This MOU is neither a fiscal nor funds-obligation document. Any activities involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures including the Economy Act (31USC 1535). Such activities will be documented in separate agreements, with specific projects between the parties spelled out. The separate agreements will reference this MOU. This MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory agency to the extent that their participation is required and resources are available.

This MOU does not obligate the Parties to expend appropriations or to enter into any agreements, contracts or other obligations.

G. Freedom of Information Act (FOIA)

Any information furnished to a Federal member agency under this MUO is subject to the Freedom of Information Act (5 U. S. C. 552).

H. Participation in Similar Activities

This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.

I. Establishment of Responsibility.

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person. Nothing in this MOU shall affect the authority of the National Park Service to manage park resources.

J. Effective Date and Duration

1. Effective date: This MOU shall take effect upon the date of the last signature.
2. Modification: This MOU may be renegotiated, amended or modified at any time by mutual agreement of the Parties.
3. Renewal: This MOU may be renewed for additional periods of 5 years, by mutual written consent of the Parties.
4. Termination: This MOU shall remain in effect for a period of five (5) years from the date of the last signature. This MOU may be terminated by any party by providing written notice and explanation to the other parties at least 90 calendar days in advance of the effective date of termination. The termination of this MOU shall not affect the validity or duration of individual Projects that are still operating under this MOU which are initiated prior to the termination of this master MOU.

K. Severability.

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.

L. Principal Contacts

The principal program and administrative contacts for this MOU are set forth below. Either party may change the contact information by notifying the Administrative representative identified in the MOU.

Program

Administrative

National Park Service

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University of California – Davis, Wildlife Health Center

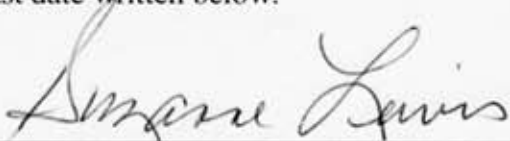
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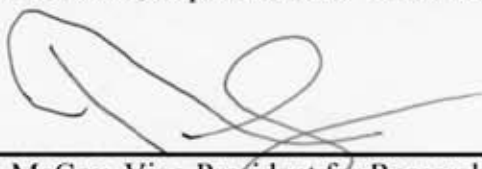
M. Authorized Representatives

By signature below, each member agency certifies that the individuals listed in this document as representatives of each member agency are authorized to act in their respective areas for matters related to this agreement.


IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

 10/15/06

Suzanne Lewis, Superintendent Yellowstone National Park

 10/09/06

Tom McCoy, Vice-President for Research, Creativity, and Technology Transfer,
Montana State University

 SEP 26 2006

Ahmad Hakim-Elahi, Ph.D., J.D., Director, Sponsored Programs, University of
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JRE
9/25/06