

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES SOCIETY ON DAMS  
AND  
THE NATURE CONSERVANCY**

- I. INTRODUCTION.** The United States Society on Dams (USSD) is dedicated to advancing the role of dam and levee systems in society and developing and strengthening the community of practice. As the United States member of the International Commission on Large Dams (ICOLD), USSD provides a forum for the exchange of knowledge and experiences and is charged with leading the profession of dam and levee engineering. USSD's Environment and Sustainability committee fosters discussion and advocates for continuous improvement in the planning, design, and construction of dams and levee to enhance their performance as environmentally, socially, and financially sustainable water resource and hydropower systems. The Nature Conservancy (TNC) is a charitable, non-profit organization whose mission is to conserve the lands and waters on which all life depends. TNC is a leading conservation organization that uses sound science and a collaborative, non-confrontational approach to find natural resource management solutions.
- II. PURPOSE.** The purpose of this Memorandum of Understanding (MOU) is to further the mission of both organizations and to facilitate collaboration between USSD and TNC to advance the joint interest of ensuring our nation's dams and levees are sited, operated, maintained and decommissioned in a way that meets the evolving needs of our society, including;
- A. Advancing the science and practice of optimizing dam operations and design to meet project purposes, improve environmental outcomes, and take into account the changing climate;
  - B. Supporting policy, program, funding and regulatory changes that promote the decommissioning and removal of obsolete, abandoned and/or derelict dams to increase public safety, reduce flood risk and improve aquatic habitat;
  - C. Promoting the planning, design and construction of more resilient and sustainable flood risk reduction systems;
  - D. Achieving sustainable hydropower solutions that increase the output of clean, renewable energy; and
  - E. Informing and educating stakeholders and the public in an effective, clear and timely manner.

**III. RESPONSIBILITIES.** Pursuant to their authorities, the parties agree as follows:

- A. By June of each year, USSD and TNC shall jointly identify specific projects, joint efforts and deliverables that can be collaboratively resourced and executed in support of the purpose of this MOU (“the Implementation Plan”). The Implementation Plan may cover one or more years and will include benchmarks for success of the engagement and identify sufficient resources to achieve the Implementation Plan.
- B. On an annual basis, the parties agree to review progress under the Implementation Plan to evaluate success.
- C. For the purposes of this MOU, points of contact are the President of the USSD and the Director of TNC’s North America Water Program.
- D. Notwithstanding III.A, this MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to the MOU will be handled in accordance with applicable laws, regulations and procedures. 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 the by the respective organizations. Specifically, this MOU does not establish authority for the noncompetitive award of any contract or other agreement to either party. Should either party desire to obtain specific goods or services from the other, each will follow its own internal procurement policies to obtain such goods or services.

**IV. MODIFICATION, TERMINATION AND OTHER CONDITIONS.**

- A. The parties agree to work collaboratively in accordance with The Nature Conservancy’s Principles of Corporate Engagement, attached and incorporated herein.
- B. The parties agree that any public communications about this engagement will be subject to both parties’ approval. TNC will ensure that any communications plans and strategies conform to its corporate communications guidelines.
- C. This MOU may be modified or amended at any time by mutual agreement of both parties in writing and may be terminated by either party upon sixty (60) days prior written notice. TNC may terminate this MOU immediately upon written notice if it concludes that participation in the MOU conflicts with the Principles of Corporate Engagement.
- D. This MOU in no way restricts the parties from participating with other public or private agencies, organizations and individuals. All parties recognize the importance of continuing cooperation and participation with non-governmental organizations and institutions in programs of mutual interest.
- E. The names and logos of USSD and TNC are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners.
- F. The USSD and TNC intend to participate in this agreement in accordance with existing authorities. If any provisions of this MOU are determined to be inconsistent

with existing laws or regulations or directives governing the signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

**V. TITLE AND USE OF INTELLECTUAL PROPERTY**

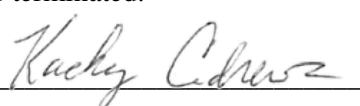
A. **INTELLECTUAL PROPERTY.** Under the provisions of this MOU, the parties may produce documents, reports, studies, photographs, and maps, and other documents (collectively “Works”). Unless otherwise agreed to by the parties in writing, the copyright and other intellectual property rights in any such Work will belong to the party that produces the Work. If a Work is jointly produced by the parties, the copyright will be owned jointly by the parties. In all cases of co-authorship, the parties are hereby authorized to use the work, without prior authorization from the other, for non-commercial purposes or public benefit.

B. **DISTRIBUTION.** Neither party will publish or otherwise distribute the Work of the other party without both the previous written consent of the other party and crediting the other party in such Work.

**VI. CONFIDENTIALITY.** During the course of the performance of this MOU, the parties may have access to materials, data, strategies, systems or other information relating to the other party and its programs which is intended for internal use only. Any such information shall not be used, published or divulged to any individual or corporation, in any manner or for whatever purpose, except through the party’s previous written permission, which may be withheld by the respective party at its sole discretion.

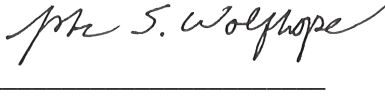
**VII. RESPONSIBILITY.** Each party shall be solely responsible for the actions and/or omissions carried out by its own employees, agents, and representatives involved in the implementation of the objective of this MOU, accepting responsibility for the repair of any possible damage caused in the execution of this MOU, whether to the other party, or to third parties. Nothing herein shall be construed as creating joint or several liability between the parties.

**VIII. IMPLEMENTATION.** This MOU becomes effective when signed by both signatory parties and remains in effect for five years from the date of the agreement or until modified or terminated.

Signature: 

Date: May 23, 2017

Kacky Andrews  
Director of Conservation Programs  
North America Region,  
The Nature Conservancy

Signature: 

Date: May 14, 2017

John Wolthrope  
Past-President, U.S. Society on Dams

Signature: 

Date: May 14, 2017

Dean Durkee  
President, U.S. Society on Dams

## Principles of Corporate Engagement

For decades, The Nature Conservancy has recognized that the private sector has an important role to play in advancing our conservation mission. Businesses around the globe can, and do, have significant impacts on our climate and on the lands and waters that people and nature rely upon for survival. That's why we are applying our science, reach, expertise in conservation planning, and on-the-ground experience to help businesses make better decisions, understand the value of nature, and ultimately protect it.

Companies increasingly understand that investments in conservation help protect business assets, mitigate risk and create opportunities. To not work with companies as they seek to become more environmentally sustainable is to miss an opportunity to create real conservation gains around the world.

### Our Philosophy and Criteria

The Nature Conservancy is working across all sectors of industry and society to help advance our mission of protecting the natural world. We develop strategies to identify which relationships best align with our mission and then evaluate these to ensure they meet our Principles of Engagement. There must be clear conservation benefits with lasting, measurable outcomes and a direct connection to our mission.

The Conservancy will turn down opportunities and gifts that come to us from companies or company foundations that do not meet these key criteria.

### Principles of Corporate Engagement

All corporate engagements must meet the Principles of Corporate Engagement or, if not, the engagement either should not be pursued or must be elevated for review by the Risk Assessment Committee (RAC).

- **Conservation Benefit First:** The proposed engagement must advance a Conservancy Global or Operating Unit priority and have a defined, tangible conservation benefit that includes places of major conservation value, or a strategy that significantly increases public awareness of conservation, or funding for conservation, or anticipates influencing changes in corporate practices, that will result in increased benefits to conservation with measurable results within three years.
- **No Endorsement:** The Conservancy's relationship with a corporation is in no way an implied or real endorsement of a corporation or industry. All public communications regarding corporate engagements are subject to prior agreement by the Conservancy and the corporation. No third party entity, including a business, may use the Conservancy's name and/or trademarks without explicit written permission.
- **No Undue Benefit:** The engagement must not result in private benefit to a corporation - whether a financial benefit or publicity - that exceeds the benefits received by the Conservancy and its mission. The level of promotion should be appropriate to the type of engagement.
- **Aligns with Mission and Values:** The engagement must be consistent with the Conservancy's Mission and Values and should respect the sensitivities of the Conservancy's members, donors, conservation partners and communities in which it works. Examples of potential compromise include a conflict of interest or an implication that the relationship will influence the Conservancy's science or priorities.
- **One Conservancy:** The engagement's conservation benefit must outweigh risk or potential damage to all Operating Units throughout the Conservancy.

- *Transparent and Independent Role of the Conservancy:* The Conservancy must always be publicly transparent about its role in and the use of analyses and data that may be produced as a result of a corporate engagement, including complying with the Better Business Bureau Wise Giving Standards for Charity Accountability, when applicable. At the Conservancy's discretion, peer organizations, governments, the academic community, and other interested parties may be consulted about the conservation work. The engagement must always be on the following terms:
  - The Conservancy and the corporation agree that the primary analysis or work product is not proprietary to the corporation or association, will be freely offered to interested governmental agencies, other companies and stakeholders, and may be published in peer-reviewed scientific literature or other print media; and
  - The Conservancy will seek input on its analysis as appropriate from regulatory agencies and other key stakeholders; and
  - If the Conservancy's work is part of a regulatory process the Conservancy's science will be incorporated without editorial or substantive changes into the appropriate public record for review by other stakeholders; and
  - The Conservancy retains the option to publicly comment on the merits of any corporation's activities, development proposals or other matters that affect our conservation priorities.
  - The Conservancy will disclose the identities of companies with whom it engages and the nature and purpose of its corporate engagements.
  - The Conservancy will share general knowledge and expertise gained in corporate engagements to promote better conservation business practices and public policies at sectoral, national, and international levels.
  
- *Commitment By the Corporation to Conservation and Environmental Sustainability:* The company must demonstrate a commitment to advancing conservation and environmental objectives of significant, lasting, and measurable scope. The company must have policies or practices to address its significant environmental impacts or intend to develop these through or during its engagement with the Conservancy. The corporation must report transparently on its progress in implementing these policies and practices. The Conservancy will engage only when satisfied with the company's level of commitment and performance, as determined by due diligence.
  
- *Corporate Reputation, Policies, and Practices Not a Material Risk to TNC:* The corporation's reputation, policies, and practices must not present a material risk to the Conservancy's reputation or ability to achieve any of its conservation objectives that is greater than the achievable conservation benefits of the engagement. These risks include environmental risks; human rights violations or similar abuses by the corporation; prosecution of the corporation for illegalities; regulatory compliance failures in places or countries where the Conservancy works; or a highly-publicized controversy related to the corporation.
  
- *Conservancy Right to Terminate:* The Conservancy will continuously evaluate the conservation impact of its work with corporations, and may discontinue concrete corporate engagements if the impacts achieved are not satisfactory. The Conservancy must retain its unilateral right to terminate a corporate engagement for reasons relating to actual or potential reputational harm or legal compliance, breach of an agreement, and misuse of the Conservancy's intellectual property including the Conservancy's name.
  
- *Acceptance of Funds:* In conjunction with any corporate engagement, the Conservancy may accept funds from a corporation to support the development of a particular project or work product when:
  - It does not compromise, or appear to compromise, the Conservancy's independence, objectivity and science, and
  - It does not conflict with an existing engagement with the corporation.