

**MEMORANDUM OF UNDERSTANDING**  
Between  
**THE UNITED STATES ARMY CORPS OF ENGINEERS**  
**INSTITUTE FOR WATER RESOURCES**

and  
**THE UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ECONOMIC RESEARCH SERVICE**

**Article I.**  
**Parties**

A. The Institute for Water Resources (“Institute”) and the Economic Research Service (“Service”), jointly referred to herein as “Parties”, agree to establish this memorandum of understanding (MOU) to address joint data and economic analysis of the issues affecting the movement of agricultural commodities in the United States.

B. Both parties collect, analyze and disseminate economic data and analysis for both internal agency use and for public release. Particularly, both parties are interested in the relationship between transportation movements and economic activity. USACE, which serves as the focal point within the Federal government for matters of inland waterway infrastructure, is interested in agricultural shipments, which represent a significant portion of the traffic on the inland waterway system and through the nation’s ports. USDA, which serves as the focal point within the Federal government on issues related agriculture and rural development, is interested in assessing the safety, security, and efficiency of our food distribution system and, by extension, the transportation infrastructure for shipping agricultural products from the U.S. farmer to the ultimate consumer in either the United States or overseas.

C. The Parties share a common concern about the quality of data and analysis describing economic flows occurring within the geography of the United States. There is a need to examine this area of research and the Institute and Service are available and willing to furnish necessary personnel and resources to coordinate on the development of data and common economic models. This joint effort is intended to eliminate duplication, with the expectation of improving economic data and analysis for each party.

**Article II.**  
**Authority**

This MOU is entered into by the authority of the Agricultural Adjustment Act of 1938 (7 U.S.C. § 1292 (c)) and the Agricultural Marketing Act of 1946 (7 U.S.C. § 1622).

**Article III.**

## **Scope of Collaborative Activities**

A. This MOU formalizes a collaborative approach to conducting national economic studies through the creation of an Economic Working Group (EWG) between the two agencies. This working group will combine USACE expertise in economics, transportation policy and networks, with USDA expertise in agricultural economics, production and consumption patterns, and national economic models. The EWG will improve communication between the two agencies on areas of economic data analysis related to estimating the relationship between national economic accounting and geographical specific information on production, consumption and transportation activities. The EWG will execute executive level oversight and monitor the overall use and effectiveness of the MOU through periodic meetings as often as necessary, but not less than twice a year. The EWG will be at the technical or project management level to ensure better coordination of research efforts and program development.

B. In developing its function and operating procedures, the working group will consider such areas as:

- 1) Information sharing,
- 2) Joint research and analysis,
- 3) Outreach to interested public and private sector audiences; and
- 4) Development of a common economic framework for joint policy research.

C. The Service and Institute shall determine the structure and operating procedures of the working group. No recommendations or actions of the working group will bind either party.

D. For common research efforts, the currently identified tasks are:

- 1) The development of National Accounting framework by USDA
- 2) The development of a behavior routing model that assigns the National Accounting framework by USACE.

## **Article IV. General Provisions**

Activates under this MOU will be subject to the following general provisions:

1. Collaboration under this MOU will be in accordance with the applicable statutes and regulations governing USDA and USACE, respectively.
2. This MOU in no way restricts the statutory authority of either party in regulatory proceedings before the other.
3. Nothing in this MOU is intended to affect any other agreements or arrangements of the USDA or USACE in existence on the effective date of this MOU.
4. Subject to the Freedom of Information Act (5 U.S.C. §522) (FOIA), decisions on disclosure of information to the public, based on information and data collected as a result of this MOU, will be made following consultation between USDA and

USACE. Recommendations by the working group to the respective agencies shall also be deemed to be predecisional staff recommendations by the staff of each agency for FOIA purposes.

**Article V.  
Funding**

To the extent permitted by law, all costs resulting from cooperation under this MOU will be borne by the party that incurs them; unless otherwise agreed to by the parties pursuant to a separate agreement. This is not a funds obligating document and does not commit either party to fund any particular initiative. It is expressly understood that the ability of the USDA and USACE to carry out their obligation under this MOU is subject to the availability of appropriated funds.

**Article VI.  
Effective Date and Termination**

This MOU will become effective upon signature of both parties. Either the Service or the Institute upon written notice to the other party may terminate this MOU at any time.

Executed in duplicate on the dates indicated below:

United States Department of Agriculture

United States Army Corps of Engineers

\_\_\_\_\_  
Susan E. Offutt  
Administrator, Economic Research  
Service

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Robert A. Pietrowsky  
Director, Institute of Water Resources

Date: \_\_\_\_\_

Date: \_\_\_\_\_