



MEMORANDUM OF UNDERSTANDING
Between
THE COCA-COLA COMPANY
And The
UNITED STATES DEPARTMENT OF AGRICULTURE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between The Coca-Cola Company, hereinafter referred to as "Coca-Cola," and the United States Department of Agriculture (USDA), Forest Service, U.S. Forest Service, hereinafter referred to as the "U.S. Forest Service."

Background:

In the Organic Administration Act of 1897, a principal purpose for establishment of the Forest Reserves (predecessor to the National Forest System) was to "secure favorable conditions of water flows." The National Forest System of the USDA Forest Service provides drinking water to more than 60 million Americans. Stewardship of these public lands for forest and watershed health is imperative to ensure an adequate water supply and provide high quality water to meet growing needs across the nation. This includes sustaining agriculture, protecting reservoir storage capacity, minimizing sedimentation load, enhancing ecosystem health, and maintaining recreational values and public safety.

Healthy forests help maintain vital economic, social, and environmental services. Proactive investments in improving forest conditions, reducing wildfire risk, and restoring landscapes following natural disasters protect our nation's water supply. Building infrastructure to replicate the services provided by forests would be far more expensive than simply maintaining and restoring these vital lands. New funding from the Bipartisan Infrastructure Law and Inflation Reduction Act has unlocked tremendous potential to restore the most at-risk forest ecosystems across the country. Partnerships empower the agency and our communities to build on the success of this recent legislation and ensure that the progress achieved and that it is sustainable.

Water stewardship is one of Coca-Cola's most important environmental sustainability initiatives. Water is the main ingredient in Coca-Cola beverages, central to their manufacturing process and necessary for growing the agricultural products they use. Coca-Cola intends to expand support for healthy watersheds and sustainable communities to balance the water used in its finished beverages. Coca-Cola strives to ensure water availability and quality and collaborative governance to increase water security for its business and the communities the company services. The company has already replenished more than two billion liters of water back to the environment.

Coca-Cola has been a pioneer in water replenishment and watershed management projects and, since 2005, it has been involved in over 100 community water partnership projects. In the United States, Coca-Cola works with a variety of partners on water restoration projects-including the U.S. Forest Service, The National Forest Foundation, The Nature Conservancy, USDA's Natural Resources Conservation Service, and the World Wildlife Fund (WWF). These cooperative projects provide examples that can be employed in other critical watersheds around the globe.

The U.S. Forest Service and Coca-Cola hold mutual interests in the efficient use and long-term sustainability of available water supplies for agriculture, fish and wildlife protection, recreation, drinking water, and other beneficial uses. It is hereby recognized that these mutual interests can be achieved through collaboration and partnership in the following focal areas:

- Ensuring equity and inclusion is a foundational element of our partnership by identifying specific opportunities to support historically underserved communities in the implementation of this partnership.
- Developing and implementing on-the-ground restoration work, which will be designed to ensure long-term forest health and water replenishment benefits by restoring the most at-risk ecosystems in the United States and across the globe.
- Achieving stronger storytelling that robustly communicates the benefits of our partnership, including identifying new ways to capture and communicate the full suite of benefits of our joint projects.
- Ensuring an environment conducive to stronger partnerships by supporting existing and growing new collaborative efforts spanning the government, non-profit, and private sectors both domestically and internationally.
- Working together to develop new metrics that allow for full accounting of the positive impacts of partnership projects.
- Growing international engagement and education globally to promote sustainable land management practices; these efforts will ensure equitable co-management and secure ecosystem resilience, watershed health, and carbon sequestration.

Title: Restoring Watersheds through Innovative Public-Private Cooperation with The Coca-Cola Company

I. PURPOSE:

The purpose of this MOU is to establish a framework to allow the U.S. Forest Service and Coca-Cola to work collaboratively to accomplish mutual goals, further common interests, and effectively respond and adapt to the increasing challenges to managing water resources posed by climate change, wildfires, and other threats to water supplies. The magnitude and escalating nature of these stressors affecting water supplies necessitates a common and integrated approach in a number of programs of mutual interest to the U.S. Forest Service and Coca-Cola. This includes programs addressing the delivery of water, water conservation, water quality, watershed protection and function, water infrastructure protection, water

insecurities in underserved communities, and related natural resources programs. More specifically, this MOU seeks to make progress on common goals and shared issues in U.S. Forest Service and Coca-Cola priority watersheds by employing water conservation activities and investing in restoration designed to reduce the risk of uncharacteristically severe wildfire and other stressors. Benefits of healthy, functioning ecosystems on private, public, and Tribal lands can be maintained. This MOU encourages collaboration and identifies opportunities to work together as partners, within the authorities, missions, and budgets of the U.S. Forest Service and Coca-Cola, as set forth in the provisions listed below.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service and Coca-Cola seek to proactively improve the health and resiliency of forested watersheds and clean and renewable energy infrastructure to improve the conservation of scarce water resources, as well as reduce the potential impact of severe wildfire, climate change, and other stressors. Working collaboratively, the U.S. Forest Service and Coca-Cola would strive to develop an approach and to educate the public and interested parties on the connection between watershed health and avoided costs associated with land management and water resource conservation. Together, the U.S. Forest Service and Coca-Cola can continue their efforts to create systemic impacts on priority watersheds to support access to safe, clean drinking water for underserved communities. Mutual investments support site-specific treatments to mitigate risks to Coca-Cola, the Forest Service, and the communities both organizations serve by protecting ecosystem and watershed functions.

In consideration of the above premises, the parties agree as follows:

III. THE U.S. FOREST SERVICE AND COCA-COLA SHALL:

- A. Generally, work to implement specific plans of action supporting the cooperative activities identified as a focus of this partnership in the “Background” section of this document, including a commitment to diversity and inclusion, on-the-ground restoration work, broader communications, strengthened collaboration, and improved data and metrics.
- B. Designate liaisons to communicate and coordinate activities at national, regional, state, and local levels;
- C. Conduct policy, program, and technical coordination meetings, as necessary;
- D. Cooperate in the exchange of information in a manner consistent with governing laws, regulations, and policies;
- E. Cooperate in initiation of joint planning efforts in the support of this partnership;

- F. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Coca-Cola acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Coca-Cola fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds it has expended in violation of sections 433 and 434.
- G. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Coca-Cola is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the MOU.
- To Coca-Cola, at Coca-Cola's address shown in the MOU or such other address designated within the MOU.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- H. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Coca-Cola from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Any of Coca-Cola's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Coca-Cola's products or activities.
- J. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU.

Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- K. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Coca-Cola to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- L. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official

Government business or when performing any work for or on behalf of the Government.

- O. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Coca-Cola is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

“The U.S. Forest Service, Department of Agriculture is working in partnership with The Coca-Cola Company to replenish billions of liters of water on national forests and grasslands across the country.”

Coca-Cola may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Coca-Cola is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- P. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Coca-Cola shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- Q. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Coca-Cola shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- R. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- S. DEBARMENT AND SUSPENSION. Coca-Cola shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Coca-Cola or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- T. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- U. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective five years past the date of its signature at which time it will expire.
- V. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

U.S. Department of Agriculture

Date: 9/19/23

By: 

Xochitl Torres Small, Deputy Secretary
U.S. Department of Agriculture

The Coca-Cola Company

Date: 9-19-2023

By: 

Jennifer Mann, Senior Vice President and President of
Coca-Cola North America, The Coca-Cola Company