

# MEMORANDUM OF UNDERSTANDING

Among

**NORTH AMERICAN INVASIVE SPECIES MANAGEMENT ASSOCIATION, INC.,  
WILDLIFE FOREVER**

And

**U.S. DEPARTMENT OF THE INTERIOR,**

**NATIONAL PARK SERVICE**

And

**U.S. FISH AND WILDLIFE SERVICE**

This Memorandum of Understanding (MOU) is entered among the North American Invasive Species Management Association, Inc. (NAISMA), Wildlife Forever (WF), National Park Service (NPS), and U.S. Fish and Wildlife Service (USFWS), hereinafter (the Parties). The Parties may agree to add additional parties to this MOU, upon the written agreement of the Parties and such additional party, at which time such additional party shall be considered one of “the Parties” to this agreement.

**Title:** The Nationally Coordinated Invasive Species Prevention MOU with North American Invasive Species Management Association, Inc., Wildlife Forever, National Park Service, and U.S. Fish and Wildlife Service.

## **I. PURPOSE AND SCOPE:**

The purpose of this MOU is to strengthen invasive species prevention activities on the Parties’ lands and waters and to implement the “Clean. Drain. Dry.” (CDD, <http://CleanDrainDry.org>) prevention message as a component of the Clean Drain Dry Initiative™ (CD2), Stop Aquatic Hitchhikers (SAH, <http://www.stopaquatichitchhikers.org>) campaign, and “PlayCleanGo: Stop Invasive Species In Your Tracks” (PCG, <http://www.playcleango.org/>) campaign to elevate cooperation between parties, increase public awareness through education, and create clear calls-to-action that empower people to prevent the spread of invasive species. This agreement respects the authorities and jurisdictions of other public and private organizations across North America, and is intended to promote the joint-planning and implementation of mutually-beneficial projects, programs, training, and outreach activities that support research, prevention, and management of aquatic and terrestrial invasive species impacting the lands and waters under the jurisdiction of the Parties. The Parties agree that support for approval of invasive species prevention activities and projects can be enhanced by providing national level guidance.

## **II. AUTHORITIES:**

This MOU is entered into under the authority of the National Park Service Organic Act (54 U.S.C. § 100101), the Fish and Wildlife Act of 1956 (16 USC 742, *et seq.*), the Refuge Recreation Act (16 USC 460k, *et seq.*), the Fish and Wildlife Coordination Act (16 USC 661, *et seq.*), the Endangered Species Act of 1973 as amended (16 USC 1531 *et seq.*), Migratory Bird

Treaty Act (16 USC 703, *et seq.*), the National Wildlife Refuge System Administration Act (16 USC 668dd *et seq.*), and Executive Order 13751: Safeguarding the Nation from the Impacts of Invasive Species.

### **III. BACKGROUND:**

Originally established in 1993, the NAISMA is a private, non-profit, and non-regulatory organization comprised of people who work in the private, non-government organization, academia, research, policy, county, state, regional, provincial, federal, and tribal arenas challenged by the threat of invasive species: (<https://www.naisma.org/>). The NAISMA's members are a diverse group of individuals who are involved in developing, implementing, or evaluating invasive species prevention and management programs at all scales. The NAISMA manages the PCG campaign.

The WF was founded in 1987 as a national non-profit conservation organization with its mission to conserve America's fish and wildlife heritage through habitat preservation, conservation education and management of fish and wildlife (<https://www.wildlifeever.org/>). Signature programs include the CD2, a nationally coordinated invasive species public awareness and outreach campaign that has reached nearly two billion impressions through targeted marketing and consistent messaging of best management practices (BMPs) and the CDD. The WF coordinates closely with multiple state and federal agencies, industry and stakeholders for on-the-ground implementation of best practices through brand coordination of outreach programs. The WF has a very strong history of working with Department of Interior (DOI) agencies and managing the SAH program activities and continues to collaborate closely with multiple DOI agencies on media, marketing and outreach projects utilizing CD2 and SAH messages. By producing and implementing targeted outreach tools and coordinated media and marketing services to recreational users and youth, millions of recreational users continue to be exposed to invasive species prevention messaging.

The USFWS manages and owns the SAH invasive species prevention campaign since its inception in 2002 when the agency established the campaign on behalf of the Aquatic Nuisance Species Task Force and its partner organizations. In 2015, the USFWS became a PCG partner.

Preventing the introduction and spread of invasive species and early detection and rapid response (EDRR) to newly introduced species are high priorities for all DOI agencies. The CD2, SAH and PCG campaigns (hereafter referred to as the "Campaigns") provide educational materials, media and marketing tools, and outreach support to partners for standardized aquatic and terrestrial messaging that provides consistency throughout the nation. Through this MOU, all partners will have greater access to the resources produced and distributed through the campaigns.

### **IV. MISSIONS OF THE PARTIES:**

#### **North American Invasive Species Management Association, Inc.**

The NAISMA's mission is to support, promote, and empower invasive species prevention and

management in North America.

### **Wildlife Forever**

The WF's mission is to conserve America's wildlife heritage through conservation education, preservation of habitat and management of fish and wildlife.

### **National Park Service**

The NPS, under the Organic Act of 1916, was established "To conserve the scenery and the natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations." The NPS has as one of its primary responsibilities to educate and inform visitors to the National Park System on the values of our natural and cultural heritage and enhance their environmental awareness and encourage stewardship.

### **U.S. Fish and Wildlife Service**

The Mission of the USFWS is working with others to conserve, protect and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people.

## **V. STATEMENT OF MUTUAL INTEREST AND BENEFIT:**

The Parties acknowledge that invasive species cost billions to the United States economy annually and are the second greatest threat to biodiversity after habitat loss. Within the National Wildlife Refuge System, invasive plant species are the number one threat to wildlife habitats and the number one area of increased spending (GAO 2008). Approximately 42 percent of the species that are listed under the Endangered Species Act are at risk primarily because of competition with, and predation by, invasive species. Within DOI, invasive species threaten trust resources, including natural and cultural.

Prevention and EDRR are the most cost effective strategies to manage invasive species. The Campaigns are national invasive species prevention campaigns that provide a clear call-to-action to both outdoor recreationists and natural resources staff to practice sound conservation behaviors.

This MOU will provide a coordinated approach to invasive species prevention issues on the Parties' lands and waters by implementing the Campaigns. Coordinating sharing of knowledge, resources, education, and outreach will lead to strategic and efficient invasive species prevention and ultimately, enhanced conservation of lands and waters, while improving working relationships among the partners and the public.

## **VI. THE PARTIES AGREE AS FOLLOWS:**

Subject to annual evaluations by the Parties, and all applicable laws, the Parties do hereby agree to continue to work cooperatively to prevent the establishment and spread of invasive species by

sharing information, and working collaboratively to identify funding opportunities and other resources associated with conservation management of natural resources as described herein for the term of this agreement. This agreement involves no exchange of funds between the Parties. The terms of this MOU do not obligate the Parties to expend funds not appropriated and administratively allocated for such purposes. The Parties to the MOU retain the right to decline to offer or accept assistance on any project on a case by case basis for any reason.

A. NORTH AMERICAN INVASIVE SPECIES MANAGEMENT ASSOCIATION, INC.  
AND WILDLIFE FOREVER

AGREE TO:

1. Collaborate with the Parties in relation to invasive species prevention and management, to benefit native species, including species listed under the Endangered Species Act (ESA) and species protected under the Migratory Bird Treaty Act (MBTA), and to protect unique cultural resources.
2. Provide recommendations and support for on-the-ground invasive species prevention efforts, including but not limited to: 1) implementation of the Campaigns, 2) the installation and development of invasive species cleaning stations and prevention signage adjacent to boat ramps, trailheads, and visitor centers, and 3) public education materials, boot cleaning stations, etc.
3. Provide tools to implement the Campaigns on the Parties' lands and public access points with any additional partner organization and brand or messaging.
4. Assist the Parties in the development, implementation, and evaluation of invasive species prevention activities on a case-by-case basis.
5. Promote the partnership and its project activities with coordinated communication and outreach.
6. Help leverage and support the Parties' field activities by engaging local communities to help implement and reinforce the campaign's prevention behaviors.
7. Collaborate with the Parties and other public and private organizations to help raise awareness of invasive species threats and provide science-based recommendations to empower citizens and organizations to be stewards of the environment by preventing the spread of invasive species through their own activities.
8. Provide training programs for professionals and students on invasive species management, including courses and up-to-date materials on invasive species identification, prevention, mapping, EDRR, control, and restoration techniques which comply with local, state, tribal, provincial, and federal regulations and protocols, along with communication, marketing, and educational services and resources.

9. Comply with applicable federal statutes, regulations, and the Parties' guidance.

B. THE U.S. FISH AND WILDLIFE SERVICE AGREES TO:

1. Ensure projects are in-line with the USFWS Mission and Department of the Interior Secretarial Priorities.
2. Establish a national invasive species prevention planning effort focused on the installation of invasive species prevention signs and prevention tools, such as boot cleaning stations and wash stations, at trailheads and boat ramps as appropriate and needed to achieve the prevention outcomes called for in this MOU.
3. Implement the Campaigns on the USFWS lands and public water access points.
4. Identify at a national scale, where invasive species prevention activities are feasible to conserve native biodiversity, especially ESA listed or rare and at risk species, migratory birds and other USFWS trust resources negatively impacted by invasive species.
5. Engage and involve the Parties in applicable invasive species prevention planning, as appropriate.
6. Provide national policy level guidance for invasive species prevention efforts and projects.
7. Assist in the development of invasive species prevention education and outreach materials for the public, the USFWS, non-governmental organizations, and other partners.
8. Where the USFWS is the land owner, the USFWS will make final decisions regarding invasive species prevention actions on the USFWS properties.
9. Promote shared communications strategies to effectively communicate internally and externally the goals, objectives, benefits and risks, and short-term and long-term species population and ecological outcomes of invasive species prevention.

C. THE NATIONAL PARK SERVICE AGREES TO:

1. Ensure projects are in-line with the NPS Mission and Department of the Interior Secretarial Priorities.
2. Establish a national invasive species prevention planning effort focused on the installation of invasive species prevention signs and prevention tools, such as at boat ramps, trails, boot cleaning stations and wash stations, at trailheads and boat ramps, as appropriate and needed to achieve the prevention outcomes called for in this MOU.
3. Implement the Campaigns on NPS lands and public water access points as practicable.

4. Identify at a national scale, where invasive species prevention activities are feasible to conserve native biodiversity, including ESA listed or rare and at risk species, migratory birds, pollinators, other natural resources, cultural resources, and other NPS trust resources negatively impacted by invasive species.
5. Engage and involve the Parties in applicable invasive species prevention planning, as appropriate, with NPS oversight.
6. Provide national policy level guidance for invasive species prevention efforts and projects.
7. Assist in the development of invasive species prevention education and outreach materials for the public, the NPS, non-governmental organizations, and other partners.
8. Where the NPS is the land owner, the NPS will make final decisions regarding invasive species prevention actions on NPS properties.
9. Promote shared strategies to effectively communicate internally and externally the goals, objectives, benefits and risks, and short-term and long-term species population and ecological outcomes of invasive species prevention.
10. Complete all National Historic Preservation Act, National Environmental Policy Act, and any other applicable compliance requirements for any project that occurs on NPS lands before work begins. Obtain all necessary park permits.

D. THE PARTIES AGREE TO:

1. Share information, press, and partnership opportunities openly and regularly.
2. Share information based on invasive species prevention data, to aid in informing conservation management and prioritization of invasive species prevention projects through appropriate data sharing agreements.
3. Identify and share information and strategies related to public and private funding opportunities to further shared objectives.
4. Seek resources to implement shared conservation goals and objectives.
5. Identify and institutionalize, as appropriate, accepted best practices for invasive species prevention.
6. Identify and utilize, as appropriate, accepted tools to facilitate users of public lands and waters to adopt effective invasive species prevention behaviors.
7. Promote invasive species prevention, consistent with the best available science and BMPs, as a valuable biodiversity conservation management tool.

8. Develop and implement coordinated communications strategies on joint projects.
9. Identify opportunities to develop and field test new and innovative approaches and/or tools to prevent the introduction of invasive species while minimizing risks to native species and ecosystems.
10. Work together to identify and collect information that will improve the Parties' ability to prioritize potential invasive species prevention projects.
11. Jointly develop outreach education strategies and materials that will amplify our common messages about the threat of invasive species to the federal Parties' trust resources and ecosystems.
12. Collaborate on developing training about invasive species prevention BMPs, and monitoring protocols for the Parties' field staff and conservation partners.
13. Implement the Campaigns' strategies, tools and available resources on the Parties' lands and public water access points.
14. Open this MOU and all the parts here-in to parties interested in joining this partnership in promoting the prevention of invasive species, subject to the approval of the Parties.
15. This instrument in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
16. The Parties and project partners will handle their own activities and use their own resources, including the expenditure of their own funds, as available, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

## **VII. GENERAL TERMS:**

A. This MOU is neither a fiscal nor 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 a separate agreement that shall be made in writing by the Parties' representatives and shall be independently authorized by appropriate statutory authority.

B. This agreement shall be effective on the date of last signature and shall continue until terminated by all Signatories. Individual parties may terminate their participation in the MOU upon 60 days written notification to the other parties.

C. Modifications to this MOU may be proposed by any of the Parties and shall become effective upon written concurrence of all the parties.

D. As stated in the opening paragraph of this MOU, the Parties, at their own discretion, may agree to add additional parties to this MOU, upon the written agreement of the Parties and such additional party, at which time such additional party shall be considered one of “the Parties” to this agreement.

#### VIII. STANDARD CLAUSES

A. **Non-Discrimination** – All activities pursuant to or in association with this Agreement will be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable Federal laws, regulations, or policies prohibiting such discrimination.

B. **Lobbying Prohibition** – 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 – To the extent that the Parties commit in this Agreement or any related agreement to raise funds from non-federal sources for a purpose or project to benefit the federal signatories, the Parties agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The Parties may not use any federally appropriated funds (including property, utilities, or services acquired with, or supported by, appropriated funds) to lobby or attempt to influence Congress or any official of any government.

C. **Anti-Deficiency Act** – 31 U.S.C. §1341 – Nothing contained in this Agreement shall be construed as binding the Parties to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

D. **Compliance with Applicable Laws** – This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as an impairment of the authority of the Parties to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time, or inconsistent with or contrary to the purpose or intent of any Act of Congress.

E. **Civil Rights** – During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification on non-discrimination and will not discriminate against any person because of race, color, religion, sex, disability or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

F. **Promotions** – Neither Party will publicize nor otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications), which states or implies

Governmental, Departmental, bureau or Government employee endorsement of a product, service, or position which the non-federal Parties represent. No release of information relating to this Agreement may state or imply that the Government considers the work product of the non-federal Parties to be superior to other products or services.

G. **Press releases** – The federal Parties will obtain prior approval from one another for all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to the federal Department, or the name or title of any employee of the Department in connection with this agreement.

H. **No-Exclusivity** – Nothing in this Memorandum of Understanding will preclude either party from entering into similar agreements with other parties.

I. **Acceptance** – The authorized signatories agree to the responsibilities, terms and conditions of this MOU.

North American Invasive Species Management Association, Inc.

David Coyle  
President

Signature  Date 10/10/19

Wildlife Forever  
Pat Conzemius  
President and CEO

Signature  Date 10-15-19

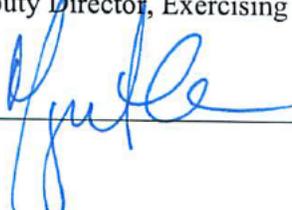
National Park Service:

Guy Adema  
Deputy Associate Director  
Natural Resource Stewardship and Science Directorate

Signature  Date 8/22/2019

U.S. Fish and Wildlife Service

Margaret Everson  
Principal Deputy Director, Exercising the Authority of the Director of the U.S. Fish and Wildlife Service

Signature  Date 12-18-19