

MEMORANDUM OF UNDERSTANDING

between the

NATIONAL PARK SERVICE
US Department of the Interior

and the

NATIONAL WILDERNESS STEWARDSHIP ALLIANCE

This Memorandum of Understanding (MOU) is entered into by and among

1. The National Park Service (Agency) and
2. The National Wilderness Stewardship Alliance (NWSA)

I. PURPOSE: The purpose of this MOU is to document cooperation between the parties to support and foster stewardship activities of local, regional, and national organizations who are NWSA Member Organizations or a part of the broad National Wilderness Stewardship Alliance and subscribe to NWSA's goal to improve wilderness stewardship and create an allied constituency for wilderness by connecting wilderness stewardship organizations with each other, linking efforts and experiences, directing groups to resources, and fostering new organizations. These activities will complement the respective missions and goals of the Agency, NWSA, and the public, and will be conducted in a manner that incorporates best management practices and that is consistent with applicable laws, regulations, and Agency policies.

STATEMENT OF MUTUAL BENEFIT AND INTEREST: The Agency has a mission and objectives to sustain, protect, and conserve wilderness resources for the benefit of future generations. The Agency makes use of volunteers who wish to support that missions and objectives in cooperation with the Agency through stewardship activities which may include, but are not limited to education of visitors, providing data of use to managing agencies, improving resource quality and facilities, bringing youth into wilderness in order to foster new generations of wilderness stewards, and a wide variety of other activities. The NWSA improves the quality of volunteer support to agencies by linking local, regional and national organizations so as to share expertise and experience, improve the range and quality of services provided by NWSA Member Organizations to the Agencies, and cooperate with the Agency to foster new stewardship organizations.

THE AGENCY AGREES TO:

Identify a liaison between NWSA and the Agency.

Provide copies of this MOU to local units of the Agency, and communicate that the agency supports the goals of NWSA as stated in this MOU.

Strive to facilitate understanding within the Agency of the range of activities which volunteers engage in and of the role of NWSA in encouraging, improving, and extending volunteer services. Where appropriate, encourage local Agency officials to collaborate with the NWSA in the provision of mutually beneficial local services.

Where appropriate and feasible, make available to the public information about NWSA's goals, and

how to contact NWSA. Share educational and promotional materials with NWSA.

Where NWSA Member Organizations provide stewardship services on a local unit of the Agency, the local Agency should identify and appoint a unit-level liaison to work cooperatively with NWSA member organizations.

Where NWSA and a local unit of the Agency which is not served by a NWSA Member Organization mutually agree that there is an opportunity to foster a local stewardship organization, the local Agency should identify and appoint a local liaison to work cooperatively with the NWSA to foster a new organization.

Provide local Agency contact information to NWSA and NWSA Member Organizations.

Furnish NWSA and NWSA Member Organizations with information about resource needs volunteer groups may be able to address, and work with NWSA Member Organizations to design projects to meet those needs.

Where appropriate and mutually beneficial, work with NWSA to encourage local volunteer groups, with assistance from NWSA, to expand the range of their service activities.

Work with NWSA to identify other governmental and private organizations who may want to assist with projects of mutual benefit.

Consult, by mutual agreement, on topics of interest to both the Agency and NWSA Membership organizations to be presented at conferences organized and conducted by NWSA; encourage and support attendance at NWSA conferences.

Strive to keep NWSA apprised on a timely basis of changes in national or Agency policies and regulations which may affect services provided by NWSA member organizations.

THE NWSA AGREES TO:

Identify a liaison between NWSA and the Agency.

Provide copies of this MOU to NWSA Member Organizations, and encourage them to manage their relations with the Agency within its terms.

Maintain familiarity with the internal structure and operation of the Agency and use that knowledge to facilitate cooperative relationships between the Agency and NWSA Member Organizations.

Participate in meetings convened by the Agency regarding matters that arise out of this MOU.

Encourage NWSA Member Organizations to understand and work within the regulations and service models of the Agency.

Promote compliance with outdoor ethics (such as Leave No Trace).

On request, make available to the Agency (at no cost to the Agency) information about NWSA's goals, and how to contact NWSA; share educational and promotional materials with the Agency.

Where appropriate, encourage NWSA Member Organizations to collaborate with local Agency officials in the provision of mutually beneficial local services.

Where appropriate and feasible, make available to the public information about regulations and service models of the Agency.

Where NWSA Member Organizations provide stewardship services on a local unit of the Agency, work with local NWSA Member Organizations to identify and appoint a unit-level liaison who will work cooperatively with the Agency.

Provide contact information for NWSA Member Organizations to the Agency.

Where a local unit of the Agency is not served by a NWSA Member Organization, and NWSA and the Agency agree that there is an opportunity and a mutual desire to develop a local stewardship organization, work with the local Agency to identify and work with local persons who wish to form a local stewardship organization.

Provide the Agency contact information when NWSA is aware of private individuals who wish to develop a stewardship organization on a local Agency unit which is not served.

Furnish NWSA Member Organizations with information about resource needs volunteer groups may be able to address, and work with NWSA Member Organizations and local Agency officials to design projects to meet those needs.

Where appropriate and mutually beneficial, work with the Agency to encourage local volunteer groups, with assistance from NWSA, to expand the range of their service activities.

Work with the Agency to identify other governmental and private organizations who may want to assist with projects of mutual benefit.

Organize and conduct periodic conferences with topics of interest to both the Agency and NWSA Membership organizations.

Strive to keep the Agency apprised on a timely basis of changes in NWSA structure or capability which may affect services provided by NWSA member organizations.

IT IS MUTUALLY AGREED BY THE AGENCY AND NWSA THAT:

They will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU.

Any action to be taken by the Agency and NWSA under this MOU is subject to available funding.

In implementing this MOU, the Agency will be operating under its own laws, regulations, and policies.

Neither the Agency nor NWSA assume liability for any third-party claims for damages arising out of this MOU.

This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. Nothing in this MOU authorizes either the Agency or NWSA to obligate or transfer funds property, or services. Specific projects or activities that involve the transfer of funds, property or services among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute; this MOU does not provide that authority. Negotiation, execution, and administration of those agreements

must comply with all applicable laws.

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

In order for NWSA to use the Agency's insignia on any published media, permission must be granted in writing from the appropriate Agency office.

This MOU in no way restricts the Agency or NWSA from participating in similar activities with other public or private agencies, organizations, and individuals. This specifically includes other memoranda of understanding that NWSA Member Organizations maintain or will maintain with the Agency or other federal agencies.

This MOU does not create any substantive or procedural right that is enforceable at law or equity against the United States or its officers, agents, or employee.

No member of or delegate to Congress may benefit from this MOU either directly or indirectly.

Any information furnished to the Agencies under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).

Any communications affecting the operations or agreements covered by this MOU given by the Agencies or by NWSA is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by email or fax to all Parties shown in this MOU. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

Any of NWSA's contributions made under this MOU do not by direct reference or implication convey the Agencies' endorsement of NWSA's products or activities.

All programs and activities conducted under this MOU will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes.

This MOU becomes effective upon signature by all parties and, unless terminated, shall be in force for five years from its effective date. Any party to this MOU reserves the right to withdraw from this agreement, or any part thereof, at any time upon 60 days prior written notice to all other parties hereto (at the addresses set forth below or as otherwise indicated).

This MOU constitutes the entire understanding of the parties and supersedes all previous understandings and agreements between the Parties, whether oral or written. Any modification to this MOU must be in writing signed by all parties.



Date 4/28/2011

Steve Shackleton, Associate Director, Visitor and Resource Protection, National Park Service, DOI



Date April 19, 2011

David Cantrell, Chairman of the Board, National Wilderness Stewardship Alliance

