

MEMORANDUM OF UNDERSTANDING
Between the
United States Fish and Wildlife Service
the
Sport Fishing and Boating Partnership Council
the
Association of Fish and Wildlife Agencies
and the
Recreational Boating and Fishing Foundation

This Memorandum of Understanding (MOU) is entered by the United States Fish and Wildlife Service (Service), the Sport Fishing and Boating Partnership Council (SFBPC), the Association of Fish and Wildlife Agencies (AFWA), and the Recreational Boating and Fishing Foundation (RBFF).

I. Authorities

The Sportfishing and Boating Safety Act of 1998 (the Act), Fish and Wildlife Coordination Act, 16 U.S.C 4601, and the Federal Advisory Committee Act (FACA), 5 U.S.C. App.1.

II. Purpose

The purpose of this MOU is to establish a framework for a collaborative effort to implement the National Outreach and Communications Program (Program), pursuant to the Act and Presidential Order 12962, with the goal of increasing public participation in recreational fishing and boating activities and increasing public awareness for aquatic resource conservation. Under the Act, the Secretary of the Interior is charged with developing and implementing, in cooperation and consultation with the SFBPC, a national plan for outreach and communications. RBFF was established in October 1998 to implement the Program and a Strategic Plan was developed and approved by the Secretary on February 23, 1999. The Program is designed to improve communications with anglers, boaters, and the general public regarding angling and boating opportunities, to reduce barriers to participation in these activities, to advance adoption of sound fishing and boating practices, to promote conservation and the responsible use of the Nation's aquatic resources, and to further safety in fishing and boating.

III. Statement of Principles

The Service and its aforementioned partners mutually benefit from a strong constituency of recreational anglers and boaters.

Citizens who participate in recreational fishing and boating activities tend to place a higher value on aquatic resources. They are also more likely to develop a personal conservation ethic and to support fish and wildlife conservation efforts, including those of state and Federal resource agencies. Because of this increased awareness of the need for conserving aquatic resources, the

Service and State resource agencies are better able to accomplish their missions for conserving, protecting, and enhancing fish and wildlife and their habitats for the continuing benefit of the American people.

Recreational anglers and boaters help fund state and Federal conservation efforts benefitting aquatic resources through excise taxes on angling equipment and motorboat fuels. These funds are collected and then apportioned to the states and territories under the Sport Fish Restoration Program. A strong partnership of boaters, anglers, industry, and conservation groups supports the Sport Fish Restoration Program and the state-managed aquatic resource conservation program it funds.

Outreach and communications are tools for maintaining an active constituency investing in these natural resource conservation efforts. The Program is designed to complement ongoing outreach, communication and conservation work by the signatories.

IV. Undertakings of the Agreement Participants

The Service, under the authority of the Act, provides management connectivity between signatories, the various Federal agency programs, and the grant recipient (grantee) selected that are necessary to implement the Program. The Service's Fish and Aquatic Conservation Program manages and coordinates the administration of the discretionary grant, selects processes necessary to determine the grantee, and liaisons with the grantee who implements the Program. In addition, the Fish and Aquatic Conservation Program provides a detailed accounting of the program and its activities to the Secretary for annual publication in the Federal Register; manages and coordinates communication with the signatories, partners, and stakeholders; and continuously seeks opportunities to expand awareness and communications of this program to the American public.

The Program is funded by a discretionary grant awarded through a competitive grant process and in 2013 RBFF was awarded a five-year grant to implement the Program.

RBFF contributes professional expertise and experience necessary to implement the Program. The staff is responsible for daily operations of the Program; financial management/accounting; sub-grant and contract administration; annual work plan development; and annual budgeting. Per the RBFF Board Chairman, the President/CEO of RBFF is the primary point of contact for the Program.

The SFBPC will monitor the progress of the Program, will evaluate effectiveness of the program by communicating regularly with its stakeholders and will regularly report findings to the Secretary and the signatories of this agreement. The Program plan shall be reviewed periodically by the SFBPC but not less frequently than once every three years. In accordance with the FACA, the Service provides staff assistance to the SFBPC, a federally chartered advisory committee. The Service's Fish and Aquatic Conservation Program coordinates all interactions necessary to fulfill the advisory responsibilities of the SFBPC under the Act. SFBPC, under the authority of the Act and the Federal Advisory Committee Act, provides advice to, consults and collaborates with the Secretary of the Interior, through the Director of the Service. Consultation, collaboration, and advice will be

provided to the Secretary in order to oversee implementation of the Program in a manner to satisfy the needs of the Secretary's recreational fishing and boating constituency. The SFBPC will facilitate the exchange of information and ideas between the Secretary and the SFBPC's mutual constituents. The SFBPC Chairman is the primary point of contact for the Program.

AFWA will serve as the liaison with the States and the signatories of this agreement. AFWA will assist in the facilitation and coordination of State Outreach Plans with the Program required under the Act. AFWA's Executive Director is the primary point of contact for this Program.

V. Conflict of Interest Provisions for Service Participation

To avoid the possibility of an actual or apparent violation of ethics laws and rules, when official time is used for service as a member of the Board of Directors for the RBFF, the following will apply:

- a. Federal employees may not represent anyone other than the United States before an agency or court in connection with a particular matter in which the United States is a party or has a direct or substantial interest (18 U.S.C. section 205).
- b. Unless waived under applicable procedures, Federal employees are required to refrain from working on particular matters as a Government employee when the employee is serving as an officer in a private organization and the organization in which he is serving has a financial interest in those Government matters (18 U.S. C section 208).
- c. If a Federal employee's participation in a project undertaken in conjunction with a private organization was done as part of his official duties, the employee is prohibited from sharing in any compensation by the dual compensation provisions of the law (18 U.S.C. section 209).
- d. Federal employees are prohibited from using official time and Government equipment to lobby on any issue pending before the Congress (18 U.S.C. section 1913; see also the Omnibus Consolidated Appropriation Act for Fiscal Year 1999, Public Law 105-277, Division A Title III, Section 303).
- e. Federal employees are prohibited from controlling or assuming any measure of practical responsibility for the fund raising activities of private individuals or organizations (E.O. 12731); see also 5 C.F.R. § 2635.808.

Federal employees must consult their agency Ethics Office and Solicitors Office if they have any questions about the scope of the restrictions.

VI. Period and Terms of Agreement

This MOU will be in effect from the date of execution until March 31, 2018. Authorized officials of the Service, SFBPC, or AFWA may terminate this Agreement, or any renewals, within 60-days written notification to the parties, or as otherwise required by law.

Transfers of funds, contracts, or other assistance will be executed in separate written instruments in accordance with all applicable laws and regulations.

The parties may revise this MOU as necessary through the issuance of a written amendment signed and dated by authorized officials.

The parties shall comply with all federal laws pertaining to discrimination. These laws include but are not limited to: Title VI of Civil Rights Act of 1964, (42 U.S.C. 20000d-1), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. 601 *et seq.*); and applicable regulatory requirements to the end that no person in the United States, on the grounds of race, color, national origin, disability or age, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted within the scope of this agreement.

The relationship between the Service and the other participants under this agreement is intended to enhance service to the American public through more efficient application of Service programs. All actions will be directed toward attainment of that mutually beneficial goal.

Nothing in this MOU may be construed to obligate the Service, Department of Interior, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress.

No Party shall be authorized to bind any other Party without specific prior written consent of the Party to be bound.

This MOU is not intended to, and does not create, any right, benefit, or responsibility substantive or procedural, enforceable at law or equity against any Party, its agencies, or instrumentalities, its officers, employees, or any other person.

Public Statements and Written Materials. All Parties shall have the right to publicize its participation in this MOU.

Logos of the Parties. No Party shall make public use of any other Party's name, logo, trademark, official seal or logos associated with any Party (collectively referred to as "logo" hereafter) without obtaining prior written consent of such Party within a reasonable period of time before materials and publications are to be published and distributed unless otherwise stipulated in this MOU.

Use of Logos. Each Party may use the other Party's logo only in the forms provided electronically or hard copy by the owning or controlling Party of such logo. Except for size and subject to restrictions herein such logos may not be altered in any manner, be it proportion, color, movement, element, animated, morphed, or otherwise distorted in perspective, dimension or appearance. Any changes in the size of a Party's logo made by the other Party shall retain the full graphical integrity of the original image. Use of the Parties' logos shall not occur in any of the following situations, such use shall be taken down immediately and may result in immediate termination of the MOU and other associated agreements notwithstanding termination provisions otherwise agreed to:

- a. In a product name or publication title, or to identify a product or service not owned, controlled or approved by the Party with rights to the logo used

- b. In or as part of another Party's own logo
- c. In a manner likely to cause confusion by the public
- d. In a manner that disparages the other Parties
- e. In a manner that expresses or might imply another Party's affiliation, sponsorship, endorsement, certification, or approval other than as contemplated by this MOU or other related agreements

Freedom of Information Act. The Parties understand that any information furnished between the Parties under this MOU or related agreements is potentially subject to disclosure pursuant to the Freedom of Information Act 5 U.S.C. §552, et seq.

Privacy Act. The Parties understand that any information protected under the Privacy Act of 1974, 5 U.S.C. §552a will be treated in manner consistent with that Act.

Use of Data. All data gathered, associated with or shared among the Parties shall be used for the sole purpose of carrying out services and activities in support of this MOU or related agreement. All parties agree to maintain appropriate confidentiality over such data consistent with applicable laws, regulations, and respective policies. The parties agree to properly dispose of such data at the termination of their relationship, consistent with applicable laws, regulations, and respective policies.

Benefit. No member or delegate of Congress shall benefit from this MOU either directly or indirectly.

Endorsement. The Parties shall not imply Federal endorsement of any Party's, or related entity's product or service.

Entire Agreement. This MOU constitutes the entire understanding of the Parties with respect to their individual and collective roles and responsibilities in carrying out the terms of the MOU, and supersedes any prior or contemporaneous agreements or understandings.

VII. Principal Contacts

The following individuals will be the principal contacts for their respective organizations; however, any party may substitute other individuals upon written notice to the other parties.

Steve Guertin, Deputy Director
U.S. Fish and Wildlife Service
1849 C. Street NW, Room 3238
Washington, DC 20240

Scott Kovarovics, Chair
Sport Fishing and Boating Partnership Council

5275 Leesburg Pike, Mailstop FAC
Falls Church, Virginia 22041

Ron Regan, Executive Director
Association of Fish and Wildlife Agencies
1100 First Street, NE
Suite 825
Washington, DC 20002

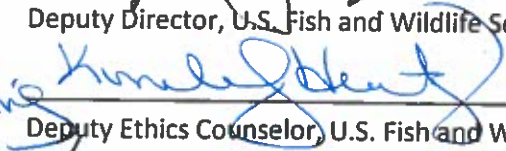
Ken Hammond, Chair
Recreational Boating and Fishing Foundation
500 Montgomery, Suite 300
Alexandria, Virginia 22314

IN WITNESS WHEREOF, the participants hereto have executed this MOU as of the date first written above.



Deputy Director, U.S. Fish and Wildlife Service

1/25/16
Date

Acting 


Deputy Ethics Counselor, U.S. Fish and Wildlife Service

12 Feb 2016
Date



Chair, Sport Fishing and Boating Partnership Council

1/25/16
Date



Executive Director, Association of Fish and Wildlife Agencies

2/22/16
Date



Chair, Recreational Boating and Fishing Foundation

1/25/16
Date