

MEMORANDUM OF UNDERSTANDING
Between
THE SOCIETY FOR WILDERNESS STEWARDSHIP
And The
BUREAU OF LAND MANAGEMENT,
U.S. DEPARTMENT OF THE INTERIOR

MOU-410-2013-05

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Society For Wilderness Stewardship (“SWS”), and the United States Department of the Interior, Bureau of Land Management (“BLM”), collectively referred to herein as the Parties.

I. PURPOSE:

The purpose of this MOU is to document cooperation between the Parties to support and identify opportunities for collaborative advancement of the stewardship of the wilderness resources under the jurisdiction of the BLM, including but not limited to those actions outlined in Sections III and IV, below.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Parties have a common interest in fostering professional stewardship of wilderness resources to ensure that the benefits of wilderness are available to present and future Americans. This can be accomplished by assuring that wilderness stewards have the best knowledge and resources available. This includes identifying and utilizing state-of-the-art science to inform wilderness policy and management decisions; encouraging collaboration among agency and public entities to strengthen more effective wilderness stewardship; and fostering honest and forthright communication of issues, needs, and information among wilderness stewards and society as a whole.

III. THE SOCIETY FOR WILDERNESS STEWARDSHIP SHALL:

- A. Work toward improving the discipline of wilderness management and stewardship by providing opportunities for career development and networking among wilderness professionals.
- B. Work toward improving the practice of wilderness stewardship by fostering development, delivery, and application of state-of-the-art science and best management practices.
- C. Assist in building the capacity of BLM, other agencies, organizations, and volunteers to support wilderness stewardship through collaboration and partnerships.

- D. Assist in advancing public awareness and support of the benefits of wilderness.
- E. Support the expansion of education, experiential, and professional development opportunities that involve wilderness resources.
- F. Work with the BLM to identify other governmental and non-governmental, organizations, as well as individuals who may wish to collaborate on projects of mutual benefit.
- G. Organize and conduct periodic conferences with topics of interest to both the BLM and SWS.
- H. Organize and conduct periodic training sessions on topics of wilderness stewardship for BLM volunteers, interns, or employees as agreed upon with the BLM.
- I. Participate in meetings convened by the BLM regarding matters that arise out of this MOU.
- J. On request, make available to the BLM (at no cost) information about SWS points of contact, and educational and promotional materials.
- K. Keep the BLM apprised of changes in SWS structure or capability which may affect services provided by SWS member organizations.

IV. THE BLM SHALL:

- A. Identify a BLM employee to serve as a liaison between the BLM and SWS.
- B. Where appropriate and feasible, share SWS educational and promotional materials related to wilderness stewardship with the public.
- C. In accordance with applicable laws and policies, and where appropriate and feasible, make BLM lands available for organized SWS activities which further the purposes of this MOU.
- D. Where appropriate and feasible, provide input on topics of interest to both the BLM and SWS for conferences organized and conducted by SWS; and, make BLM employees available to present at such conferences.
- E. Where appropriate and feasible, provide information and/or subject matter expertise to the SWS for use in the development of educational or membership products.

- F. Work with SWS, as feasible and appropriate, to identify other governmental, non-governmental, and private organizations that may want to assist with projects of mutual benefit.
- G. Make this MOU available to BLM employees, via the BLM's Wilderness SharePoint site.
- H. Keep SWS apprised, on a timely basis, of changes in BLM regulations and policies, or other administrative changes, which may affect services provided by SWS member organizations.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The Parties will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU.
- B. Nothing in this MOU is intended to alter, limit, or expand the BLM's statutory and or regulatory authority.
- C. The Parties will work cooperatively to develop specific plans and schedules to complete work as described in separately approved Project Agreements that may be added to this agreement from time to time.
- D. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Roger Semler, Chair Address: 10 Elkhorn Drive Clancy, MT 58634 Telephone: 406-437-1706 Email: wildpro@q.com	Name: Tom Carlson, Secretary Address: PO Box 7576 Missoula, MT 59807 Telephone: (406) 721-1416 Email: sws.tom@gmail.com

Principal BLM Contacts:

MOU-410-2013-05

BLM Program Manager Contact	BLM Administrative Contact
Name: Joe Ashor Address: 20 M St, S.E. Washington, DC 20003 Telephone: (202) 912-7179 FAX: (202) 245-0050 Email: jashor@blm.gov	Name: James Sippel Address: 301 Dinosaur Trail Santa Fe, NM 87502 Telephone: (505) 954-2176 FAX: Email: james_sippel@blm.gov

E. NON-LIABILITY. Neither the BLM nor SWS assume liability for any third party claims for damages arising out of this instrument.

F. NOTICES. Any communications affecting the operations covered by this agreement given by the BLM or the SWS is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the BLM Program Manager, at the address specified in the MOU.

To the SWS, at the SWS 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.

G. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the BLM or the SWS from participating in similar activities with other public or private agencies, organizations, and individuals.

H. ENDORSEMENT. Any of the SWS contributions made under this MOU will not suggest, either by direct reference or implication, the BLM's endorsement of SWS products or activities and will not suggest, either by direct reference or implication, SWS endorsement of the BLM's products or activities.

I. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities pursuant to applicable law and 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 instruments 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

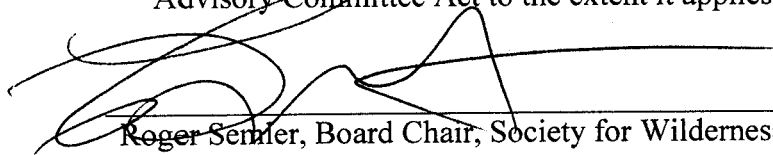
MOU-410-2013-05
cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any BLM obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law.

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


- J. USE OF THE BLM INSIGNIA. In order for SWS to use the BLM insignia on any published media, such as a Web page, printed publication, display, or audiovisual production, permission must be granted by the BLM's Division of Public Affairs. A written request must be submitted and approval granted in writing by the Division of Public Affairs (WO-610) prior to use of the insignia.
- K. 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 instrument, or benefits that may arise there from, either directly or indirectly.
- L. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the BLM under this MOU may be subject to the Freedom of Information Act (5 U.S.C. 552).
- M. BLM ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. SWS shall acknowledge the BLM's support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- N. CIVIL RIGHTS ACT. 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.
- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. EXCLUSION AND SUSPENSION. The SWS shall immediately inform the BLM if it or any of its principals are presently excluded or suspended from entering into covered transactions with the federal government. Additionally, should SWS or any of its principals receive a transmittal letter or other official Federal notice of exclusion or suspension, they shall notify the BLM without

undue delay. This applies whether the exclusion or suspension is voluntary or involuntary. MOU 10-2013-05

- Q. 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.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed and becomes effective as of the date of the last signature. The term of this MOU is 5 years from the effective date at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the 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.
- T. Federal Advisory Committee Act. The Parties will comply with the Federal Advisory Committee Act to the extent it applies.

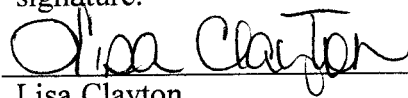


Roger Semler, Board Chair, Society for Wilderness
Stewardship 3/28/13
Date



Michael Pool, Acting Director,
USDOI Bureau of Land Management 3/28/2013
Date

The authority and format of this instrument have been reviewed and approved for signature.



Lisa Clayton 4.30.13
Date
BLM Grants & Agreements Specialist