

MEMORANDUM OF UNDERSTANDING

among

UNITED STATES DEPARTMENT OF AGRICULTURE  
Forest Service  
Forest Service Agreement #09-SU-11132424-039

UNITED STATES DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
BLM Agreement #  
United States Fish and Wildlife Service  
USFWS Agreement #  
National Park Service  
NPS Agreement #

UNITED STATES DEPARTMENT OF DEFENSE  
United States Army Corps of Engineers  
USACOE Agreement #

and

Leave No Trace Center for Outdoor Ethics

This memorandum of understanding (MOU) is entered into by:

1. The United States Department of Agriculture (USDA), Forest Service (FS); United States Department of the Interior (DOI), Bureau of Land Management (BLM), United States Fish and Wildlife Service (FWS), and National Park Service (NPS); United States Department of Defense (DOD), United States Army Corps of Engineers (USACE), hereinafter referred to individually as an "Agency" or collectively as "the Agencies"; and
2. Leave No Trace Center for Outdoor Ethics (Center for Outdoor Ethics).

**A. PURPOSE**

The purpose of this MOU is to develop and expand a framework of cooperation among the parties at the national, regional, and local levels for planning and implementing mutually beneficial programs, projects, education, training, and other activities regarding responsible recreational use of federal lands and implementation of the Leave No Trace (LNT) Program. This cooperation serves the mutual interests of the parties and the public.



## **B. AUTHORITY**

This agreement is entered into under the following authorities:

### FS

Organic Administration Act of 1897 (16 U.S.C. 551)  
Multiple Use Sustained-Yield Act of 1960 (16 U.S.C. 528-531)

### BLM

Federal Land Policy and Management Act (43 U.S.C. 1701 *et seq.*)

### FWS

National Wildlife Refuge System Administration Act of 1966 (16 U.S.C. 668dd-668ee, as amended)  
Refuge Recreation Act of 1962 (16 U.S.C. 460 k – k-4, as amended)  
Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*)  
Fish and Wildlife Act of 1956 (16 U.S.C. 742(f) *et seq.*)

### NPS

National Park Service organic Act of 1916 (16 U.S.C. 1)

### USACE

Section 4, Flood Control Act of 1944, as amended (16 U.S.C. 460d)  
Federal Water Project Recreation Act of 1965 (P.L. 89-72, 79 Stat. 213-218)  
Section 208, Water Resources Development Act of 1996 (P.L. 104-303, 110 Stat. 3680-3681)

### Center for Outdoor Ethics

By-laws of the Center for Outdoor Ethics (article IV, section 4.3)

## **C. THE PARTIES**

### 1. The Agencies

The Agencies are responsible for the management of federal lands and enhancing the public's knowledge, awareness, responsible use, experience, and appreciation of those lands. The Agencies also strive to sustain the natural resources on those lands.

a. The FS, a USDA agency, administers the national forests and national grasslands to meet America's present and future needs for outdoor recreation, while protecting the health, diversity, and productivity of the land.



b. The BLM, a DOI agency, sustains the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations.

c. FWS, a DOI agency, administers the National Wildlife Refuge System for the conservation, management, and (where appropriate) restoration of fish, wildlife, and plants and their habitats for the benefit of present and future generations.

d. NPS, a DOI agency, administers the National Park System for the enjoyment and education of the public and manages programs designed to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout the United States and the world.

e. The USACE, a DOD agency, plays a leadership role in the development, management, protection and restoration of the Nation's water resources. The USACE is also the steward of the lands and waters at its water resources projects. Its natural resources management mission is to manage and conserve those natural resources, consistent with the ecosystem management principles, while providing quality public outdoor recreation experiences to serve the needs of present and future generations.

## 2. Center for Outdoor Ethics

The Center for Outdoor Ethics is a nonprofit organization dedicated to promoting outdoor ethics for non-motorized recreation on federal lands through education, research, and cooperative relationships. The Center for Outdoor Ethics develops and distributes educational materials to the public, assists in recreation research, and forms cooperative relationships with public and private entities to promote responsible use of federal lands by visitors engaging primarily in non-motorized recreational activities. Collectively, these activities and the resulting materials constitute the LNT Program.

## **D. STATEMENT OF MUTUAL INTERESTS AND BENEFITS**

1. The parties have common interests, including promoting responsible outdoor recreational use of federal lands.

2. The parties understand that federal lands are a significant recreation destination for millions of Americans. The parties also understand that responsible use reduces impacts on federal lands.

3. The Center for Outdoor Ethics contributes to effective management of federal lands by:

- (a) educating the public about responsible use of federal lands;
- (b) collaborating with the Agencies in their management and protection of federal lands;
- (c) organizing events and projects that promote excellence in stewardship of federal lands; and
- (d) serving as the leading advocate for outdoor ethics for non-motorized recreation.



**E. THE AGENCIES AGREE TO:**

1. Designate one employee each to serve as a coordinator for all activities conducted by the Agencies and the Center for Outdoor Ethics.
2. Allow Agency coordinators to serve on Center for Outdoor Ethics committees in their official capacity, as long as service on these committees does not involve significant participation in the Center for Outdoor Ethics; as long as the committees are not involved in the business or internal affairs of the Center for Outdoor Ethics; and as long as the Agency coordinators do not serve as committee chairpersons or act in a managerial or fiduciary capacity.
3. With prior written USDA approval, in consultation with the other agencies, as appropriate, allow the Center for Outdoor Ethics, its members, and sponsors to use, under certain conditions, the Leave No Trace and LNT marks (*i.e.*, the words "Leave No Trace" and "LNT," or any words, name, symbol, insignia, logo, or any combination thereof, incorporating "Leave No Trace" or "LNT" and used as trade names, trademarks, or service marks) in connection with promoting responsible use including the LNT Program. Any use that gives any appearance of Agency or LNT Program endorsement of any Center for Outdoor Ethics members or sponsors, or their goods, services, or activities requires prior written Agency approval.
4. Coordinate LNT programs, activities, the seven principles, and publications with the Center for Outdoor Ethics, its members, and contractors for LNT training courses to ensure consistency of the outdoor ethics message. Through Agency coordinators serving on the Center for Outdoor Ethics' Education Review Committee, work with the Center for Outdoor Ethics in developing, reviewing, and distributing LNT educational materials (including digital video discs and pamphlets), exhibits, websites, advertisements, and other media concerning low-impact, non-motorized recreation, including reviewing and approving prior to use any program materials bearing the Leave No Trace or LNT marks.
5. Work to ensure that Agency field personnel are properly trained in LNT ethics and practices.
6. As needed and in accordance with applicable law, enter into agreements with the Center for Outdoor Ethics to provide for LNT training.
7. Review prior to use proposals for the Center for Outdoor Ethics to use Agency insignia, symbols, and logos, other than the Leave No Trace and LNT marks, in connection with the LNT Program and on or in connection with LNT materials, in accordance with applicable laws, regulations, and guidelines, including any required Agency approvals. Any use that gives any appearance of Agency or LNT Program endorsement of any Center for Outdoor Ethics members or sponsors, or their goods, services, or activities requires prior written Agency approval.
8. Subject to each Agency's authority and applicable laws and regulations and upon execution of an appropriate agreement, provide Agency meeting equipment (such as projectors and flip charts) and facilities (such as conference rooms and auditoriums) to the Center for Outdoor Ethics when deemed helpful or needed to accomplish mutual goals, such as for LNT training courses.



9. As appropriate under their respective authorities and under circumstances that do not constitute or imply Agency endorsement of commercial organizations, products, services, or activities, consider providing uniformed Agency personnel with LNT training at recreation meetings and training events to assist in providing information about the LNT Program and responsible outdoor recreational use.

10. Where appropriate as determined by the affected Agency, allow the Center for Outdoor Ethics to place LNT posters, displays, and educational materials in Agency offices, visitor centers, and recreational facilities.

11. Inform the Center for Outdoor Ethics of threats posed by invasive species to recreational activities on federal lands and how the Center for Outdoor Ethics and its members can help prevent the spread of invasive species. Work with the Center for Outdoor Ethics to develop mutually beneficial projects to prevent the spread of invasive species.

**F. THE CENTER FOR OUTDOOR ETHICS AGREES TO:**

1. Appoint its Executive Director or designee to act as liaison with the Agencies.

2. Allow Agency coordinators to serve on Center for Outdoor Ethics committees in their official capacity, as long as service on these committees does not involve significant participation in the Center for Outdoor Ethics; as long as the committees are not involved in the business or internal affairs of the Center for Outdoor Ethics; and as long as the Agency coordinators do not serve as committee chairpersons or act in a managerial or fiduciary capacity.

3. Use the Leave No Trace and LNT marks in connection with promoting responsible use including the LNT Program subject to certain conditions and prior written USDA approval, in consultation with the other agencies, as appropriate, including the requirement for written Agency approval prior to any use of the Leave No Trace and LNT marks that gives any appearance of Agency or LNT Program endorsement of any Center for Outdoor Ethics members or sponsors, or their goods, services, or activities.

4. To ensure consistency of the outdoor ethics message, coordinate LNT programs, activities, the seven principles, and publications with the Agencies, Center for Outdoor Ethics members, and contractors for LNT training courses. Work with Agency coordinators serving on the Center for Outdoor Ethics' Education Review Committee in developing, reviewing, and distributing LNT educational materials (including digital video discs and pamphlets), exhibits, websites, advertisements, and other media concerning low-impact, non-motorized recreation. Submit any program materials bearing the Leave No Trace or LNT marks to the Center for Outdoor Ethics' Education Review Committee for review and approval prior to use.

5. Coordinate with the Agencies and oversee the development of LNT ethics and techniques which may be used by LNT educators, Center for Outdoor Ethics members, and the public to promote LNT practices nationwide.



6. As needed and in accordance with applicable law, enter into agreements with the Agencies to provide for LNT training.
7. Actively promote the Masters of LNT Program among recreation groups. Cultivate, mentor, and maintain an active network of Masters of LNT. Develop and refine LNT teaching materials for masters of LNT and their network of trainers.
8. Donate LNT materials to the Agencies or provide the materials to the Agencies at a discount of no less than the actual cost.
9. Provide LNT exhibits, for temporary use, to the Agencies at a discount of no less than the actual rental cost. Or donate exhibits to the Agencies for internal or external use that does not involve endorsement of a commercial organization, product, service, or activity (such as at recreation meetings, training events, and state fairs).
10. Encourage outdoor equipment manufacturers and related industries (including manufacturers of hiking, camping, bicycling, horseback riding, canoeing, kayaking, rafting, sailing, Nordic skiing, and snow shoeing equipment) to portray responsible environmental use of their products in advertising and other media. Recommend that proposed advertisement that appears to portray irresponsible environmental use of these products be submitted to the Education Review Committee.
11. Review proposed new Leave No Trace and LNT symbols, insignia, and logos with Agency coordinators. Agree upon which will be used as marks, and agree as to the goods and services in connection with which the new marks are to be used, and by whom. Acknowledge that all Leave No Trace and LNT marks, including any newly developed marks, are the property of the United States and that all use of these marks by the Center for Outdoor Ethics, its members, and sponsors inures exclusively to the benefit of the United States. Acknowledge that nothing in this MOU or any associated agreements shall confer any ownership rights in these marks upon the Center for Outdoor Ethics, its members, or sponsors. Acknowledge that any decision to register any of these marks is solely within the discretion of the USDA.
12. Grant to USDA, and to others acting on their behalf, a royalty-free, nonexclusive, irrevocable, worldwide license in copyrights in materials produced using the LNT marks, to use, reproduce, distribute copies to the public, perform publicly, and display publicly.
13. Use Agency insignia, symbols, and logos, other than the Leave No Trace and LNT marks, in connection with the LNT program and on or in connection with LNT materials, in accordance with applicable laws, regulations, and guidelines, including any required Agency approvals. Submit proposals to use these other Agency insignia, symbols, and logos to Agency coordinators for any required Agency approvals prior to use. Written Agency approval is required prior to any use of these other Agency insignia, symbols, and logos that gives any appearance of Agency or LNT Program endorsement of any Center for Outdoor Ethics members or sponsors, or their goods, services, or activities.



14. Submit to the affected Agency coordinator for prior review any reference to an Agency or its employees or use of its insignia, symbols, and logos in articles, press releases, websites, advertisements, or other public statements regarding the LNT Program.

15. Inform the Agencies of threats posed by invasive species on recreational activities on federal lands and educate members of the LNT and the public regarding these threats; encourage adoption of best practices and compliance with applicable laws, regulations, and Agency policies in connection with preventing the spread of invasive species on federal lands; and work with the Agencies at the local level to develop mutually beneficial projects to prevent the spread of invasive species.

**G. IT IS MUTUALLY AGREED BY THE AGENCIES AND THE CENTER FOR OUTDOOR ETHICS THAT:**

1. The parties will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives enumerated in this MOU.
2. In implementing this MOU, each Agency will be operating under its own laws, regulations, and policies, subject to the availability of appropriated funds.
3. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property 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 these agreements must comply with all applicable law.
4. Other than support by the Agencies of LNT outdoor ethics and the LNT Program, nothing in this MOU constitutes or shall be interpreted to imply endorsement by any Agency of the Center for Outdoor Ethics, or of any product, service, or activity of the Center for Outdoor Ethics.
5. Nothing in this MOU is intended to alter, limit, or expand the Agencies' statutory and regulatory authority.
6. This MOU in no way restricts the Agencies or the Center for Outdoor Ethics from participating in similar activities with other public or private agencies, organizations, and individuals.
7. 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 employees.
8. No member of or delegate to Congress may benefit from this MOU either directly or indirectly.
9. Any information furnished to the Agencies under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).



10. The principal contact for the Agencies for this MOU (referenced in paragraph E.1) is:

Name: Jamie Schwartz
Title: National Outdoor Ethics Program Manager
Organization: FS
Address: 1400 Independence Avenue, S.W., Stop 1125
City/State/Zip Code: Washington, D.C. 20250-1125
Telephone: (202) 205-1589
Cellular Telephone:
Facsimile: (202) 205-1145
Email Address: <a href="mailto:jschwartz01@fs.fed.us">jschwartz01@fs.fed.us</a>

Name: Patti Klein
Title: National Stewardship/ Outdoor Ethics Coordinator
Organization: BLM
Address: Utah State Office, PO Box 45155
City/State/Zip Code: Salt Lake City, Utah 84145
Telephone: (801) 539-4235
Cellular Telephone:
Facsimile: (801) 539-4183
Email Address: <a href="mailto:pklein@ut.blm.gov">pklein@ut.blm.gov</a>

Name: Nancy Roeper
Title: National Wilderness Coordinator
Organization: FWS
Address: 4401 N. Fairfax Dr.
City/State/Zip Code: Arlington, VA 22203
Telephone: (703) 358-2389
Cellular Telephone:
Facsimile: (703) 358-1929
Email Address: <a href="mailto:Nancy_Roeper@fws.gov">Nancy_Roeper@fws.gov</a>

Name: Garry Oye
Title: National Wilderness & Recreation Programs Manager
Organization: NPS
Address: 1201 Eye St. NW, 10 <sup>th</sup> Floor, ORG Code: 2460
City/State/Zip Code: Washington, DC 20005
Telephone: (202) 513-7090
Cellular Telephone:
Facsimile: (202) 371-2401
Email Address: <a href="mailto:Garry_Oye@nps.gov">Garry_Oye@nps.gov</a>



Name: Mary J. Coulombe
Title: Chief, Natural Resources Management
Organization: USACE
Address: HQUSACE, CECW-CON , 441 G Street, NW
City/State/Zip Code: Washington, DC 20314-1000
Telephone: (202) 761-1228
Cellular Telephone:
Facsimile: (202) 761-5096
Email Address: <a href="mailto:mary.j.coulombe@hq02.usace.army.mil">mary.j.coulombe@hq02.usace.army.mil</a>

11. The principal contact for the Center for Outdoor Ethics for this MOU is:

Name: Dana Watts
Title: Executive Director
Organization: Leave No Trace, Center for Outdoor Ethics
Address: PO Box 997
City/State/Zip Code: Boulder, CO 80306
Telephone: (303) 442-8222
Cellular Telephone:
Facsimile: (303) 442-8217
Email Address: <a href="mailto:dana@LNT.org">dana@LNT.org</a>


12. The local contacts for each Agency are the responsible officials for each administrative unit, who may enter into agreements as needed to implement this MOU.

13. Modifications within the scope of this instrument shall 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 implemented. Other federal agencies may be added to this MOU through a duly executed modification.

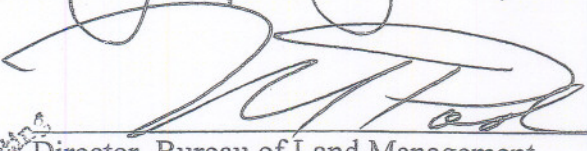
14. This MOU is executed as of the date of the last signature. This MOU may be amended upon written agreement of both parties. Either the Agencies or Center for Outdoor Ethics may terminate this MOU after 60 days written notice.



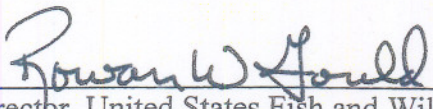
15. By signing below, the parties certify that the individuals identified in paragraphs G.10 and G.11 of this MOU are their respective representatives and are authorized to act in their areas of responsibility on matters related to this MOU.

  
\_\_\_\_\_  
Chief, USDA Forest Service

Date: 1/28/09

  
\_\_\_\_\_  
Director, Bureau of Land Management

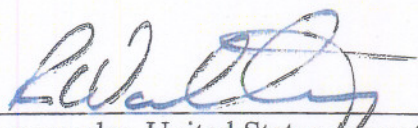
Date: 3/19/2009

  
\_\_\_\_\_  
Director, United States Fish and Wildlife Service

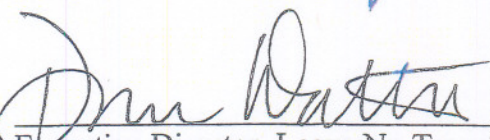
Date: 5/27/2009

  
\_\_\_\_\_  
Director, National Park Service

Date: 4/2/09

  
\_\_\_\_\_  
Commander, United States Army Corps of Engineers

Date: 5/7/09

  
\_\_\_\_\_  
Executive Director, Leave No Trace Center for Outdoor Ethics

Date: January 2 2009

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

Patricia S. Palmer

Grants and Agreements Specialist

18 December 2008

Date