

MEMORANDUM OF UNDERSTANDING

Among the

UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service
FS Agreement #09-SU-11132424-038

UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
BLM Agreement #
National Park Service
NPS Agreement #

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

and

Tread Lightly! Incorporated

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), 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. Tread Lightly!, Inc. (TL!)

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 waters and implementation of the TL! 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.*)

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)

TL!

By-laws of TL! (Article IV, section 7)

C. THE PARTIES

1. The Agencies

The Agencies are responsible for the management of federal lands and waters 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. The 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.

d. 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. TL!

TL! is a nonprofit organization dedicated to proactively protecting recreation access and opportunities through ethics education and stewardship initiatives. TL!'s educational message, along with its communications, training, and restoration initiatives are strategically designed to instill an ethic of responsibility in a wide variety of outdoor enthusiasts and the industries that serve them. The program is long-term in scope with a goal to balance the needs of people who enjoy outdoor recreation with our need to maintain a healthy environment. TL! offers unique programs and services to help remedy current and future recreation issues, especially those involving the use of motorized vehicles such as off-highway vehicles (OHVs) and other forms of mechanized travel. Collectively, this program and the resultant materials are named Tread Lightly!®.

D. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

1. The parties have common interests, including promoting responsible outdoor recreational use of federal lands and waters.
2. The parties understand that federal lands and waters are a significant recreation destination for millions of Americans. The parties also understand that responsible use reduces impacts on federal lands and waters.
3. TL! contributes to effective management of federal lands and waters by:
 - (a) educating the public about responsible use of federal lands and water;
 - (b) collaborating with the Agencies in their management and protection of federal lands and waters;
 - (c) organizing events and projects that promote excellence in stewardship of federal lands and waters; and
 - (d) serving as a leading advocate for outdoor ethics for motorized and mechanized recreation.

E. THE AGENCIES AGREE TO:

1. Designate one employee each to serve as a coordinator for all activities conducted by the Agencies and TL! pursuant to this MOU.
2. Allow Agency coordinators to serve on TL! committees in their official capacity, as long as service on these committees does not involve significant participation in TL!; as long as the committees are not involved in the business or internal affairs of TL!; 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 TL!, its members, and sponsors to use, under certain conditions, the Tread Lightly! and TL! marks (*i.e.*, the words “Tread Lightly!” and “TL!,” or any words, name, symbol, insignia, logo, or any combination thereof, incorporating “Tread Lightly!” or “TL!” and used as trade names, trademarks, or service marks) in connection with promoting responsible use, including the TL! program. Any use that gives any appearance of Agency or TL! program endorsement of any Tread Lightly! members or sponsors, or their goods, services, or activities requires prior written Agency approval.
4. Coordinate TL! programs and activities, the TREAD Principles, and publications with TL! and its members and TL! training course contractors to ensure consistency of the outdoor ethics message. Through Agency coordinators serving on Tread Lightly! Committees, work with Tread Lightly! in developing, reviewing, and distributing TL! educational materials (including digital video discs and pamphlets), exhibits, websites, advertisements, and other media concerning low-impact, motorized and mechanized recreation, including reviewing and approving prior to use program materials bearing the Tread Lightly! or TL! Marks.
5. Work to ensure that Agency field personnel are properly trained in TL! ethics and practices.
6. As needed, and in accordance with applicable law, enter into agreements with TL! to provide for TL! training.
7. Review prior to use proposals for Tread Lightly! to use Agency insignia, symbols, and logos, other than the Tread Lightly! and TL! marks, in connection with the TL! program and on or in connection with TL! materials, in accordance with applicable laws, regulations, and guidelines, including any required Agency approvals. Any use that gives any appearance of Agency or TL! program endorsement of any Tread Lightly! 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 TL! when deemed helpful or needed to accomplish mutual goals, such as for TL! 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 TL! training at recreation meetings and training events to assist in providing information about the TL! program and responsible outdoor recreational use.

10. Where appropriate as determined by the affected Agency, allow TL! to place TL! posters, displays, and educational materials in Agency offices, visitor centers, and recreational facilities.

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

F. TREAD LIGHTLY! AGREES TO:

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

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

3. Use the Tread Lightly! and TL! marks in connection with promoting responsible use including the TL! 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 Tread Lightly! and TL! marks that gives any appearance of Agency or TL! program endorsement of any Tread Lightly! members or sponsors, or their goods, services, or activities.

4. To ensure consistency of the outdoor ethics message, coordinate TL! programs, activities, the TREAD Principles, and publications with the Agencies, TL! members, and contractors for TL! training courses. Work with Agency coordinators serving on the TL! review committee in developing, reviewing, and distributing TL! educational materials (including digital video discs and pamphlets), exhibits, websites, advertisements, and other media concerning responsible motorized and mechanized recreation. Submit any program materials bearing the Tread Lightly! or TL! marks to the TL! review committee for review and approval prior to use.

5. Coordinate with the Agencies and oversee the development of TL! ethics and techniques which may be used by TL! educators, TL! members, and the public to promote TL! practices nationwide.

6. As needed and in accordance with applicable law, enter into agreements with the Agencies to provide for TL! training.

7. Actively promote Tread Trainers and Master Trainers Programs of TL! among recreation groups. Cultivate, mentor, and maintain an active network of Tread Trainers and Master Trainers of TL!. Develop and refine TL! teaching materials for trainers and masters of TL! and their networks.
8. Donate TL! materials to the Agencies or provide the materials to the Agencies at a discount of no less than the actual cost.
9. Provide TL! 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 or service (such as at recreation meetings, training events, and State Fairs).
10. Encourage outdoor equipment manufacturers and related industries (including manufacturers of OHV, ATV, motorcycles, sand and dune buggies, four wheel drive vehicles, snowmobiles, camping, bicycling, recreational shooting, hunting, personal water craft, power boats, and boating 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 review committee.
11. Review proposed new Tread Lightly! and TL! 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 Tread Lightly! and TL! marks, including any newly developed marks, are the property of the United States and that all use of these marks by Tread Lightly!, 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 Tread Lightly!, its members, or sponsors. Acknowledge that any decision to register any of these marks is solely within the discretion of 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 TL! Marks, to use, reproduce, distribute copies to the public, perform publicly, and display publicly.
13. Use Agency insignia, symbols, and logos, other than Tread Lightly! and TL! marks, in connection with the TL! program and on or in connection with TL! 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 TL! program endorsement of any Tread Lightly! 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 TL! program.

15. Inform the Agencies of threats posed by invasive species on recreational activities on federal lands and waters and educate members of TL! 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 waters; 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 TL! 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 TL! outdoor ethics and the TL! program, nothing in this MOU constitutes or shall be interpreted to imply endorsement by any Agency of Tread Lightly!, or of any product, service, or activity of Tread Lightly!.
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 TL! 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: jschwartz01@fs.fed.us

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: pklein@ut.blm.gov

Name: Garry Oye
Title: National Wilderness & Recreation Programs Manager
Organization: NPS
Address: 1201 Eye St. NW, 10 th Floor, ORG Code: 2462
City/State/Zip Code: Washington, DC 20005
Telephone: (202) 513-7090
Cellular Telephone:
Facsimile: (202) 371-6623
Email Address: Garry_Oye@nps.gov

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: mary.j.coulombe@hq02.usace.army.mil

11. The principal contact for TL! for this MOU is:

Name: Lori McCullough
Title: Executive Director
Organization: TL!
Address: 298 24 th Street Suite 325
City/State/Zip Code: Ogden, UT 84401
Telephone: (801) 627-0077
Cellular Telephone:
Facsimile: (801) 621-8633
Email Address: lori@treadlightly.org

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.

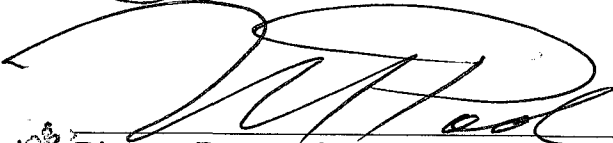
14. This MOU is executed as of the date of the last signature. This MOU may be amended upon written agreement of both parties. Either the Agencies or TL! may terminate this MOU after 60 days written notice.

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



[Acting] Director, Bureau of Land Management

Date: 3/10/2009



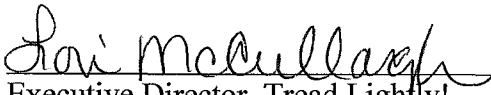
Director, National Park Service

Date: 4/2/09



Commander, United States Army Corps of Engineers

Date: 5/7/09



Executive Director, Tread Lightly!

Date: 12/30/08

The authority and format of this instrument have been reviewed and approved for signature.	
<u>Patricia S. Palmer</u>	<u>18 December 2008</u>
Grants and Agreements Specialist	Date