MEMORANDUM OF UNDERSTANDING
BETWEEN
NORTH AMERICAN INVASIVE SPECIES MANAGEMENT ASSOCIATION
AND
THE UNITED STATES ARMY CORPS OF ENGINEERS

This Memorandum of Understanding (MOU) is made and entered into between the North American Invasive Species Management Association (NAISMA) and the United States Army Corps of Engineers (USACE), hereinafter referred to as "the parties."

ARTICLE I - PURPOSE

The purpose of this MOU is to provide a framework for cooperation between the parties to develop and expand collaborative engagement on the parties' broad and diverse communities of interest in preventing the spread of invasive species. This MOU reflects the parties' interest in invasive species management through information sharing, training, education, outreach, and related actions in accordance with the following provisions. This cooperation serves the parties' mutual interests.

ARTICLE II - STATEMENT OF MUTUAL INTEREST AND BENEFITS

By entering into this MOU, both parties recognize they have a common interest in protecting resources and the ethical stewardship of our nation's natural heritage. They have entered into this MOU to facilitate the coordinated management of invasive species, recognizing the critical importance of helping recreationists understand how to ethically enjoy the places they love now and for generations to come.

ARTICLE III – BACKGROUND

USACE is the steward of 12 million acres of land and water resources. Its Natural Resources Management mission is to deliver safe public access to U.S. Army Corps of Engineers' lands and waters in a manner that protects all project purposes and mission areas through responsible outdoor recreation, environmental conservation and land use management while partnering with communities to serve the American people.

The North American Invasive Species Management Association (NAISMA) is a federally registered non-government organization in the United States whose mission is to empower invasive species management in North America.

ARTICLE IV – OBJECTIVE

NAISMA and USACE have mutual interests in the management and conservation of America's natural resources through promoting awareness and understanding of invasive species to user groups who can slow and stop the spread of invasive species.

ARTICLE V - RESPONSIBILITIES

North American Invasive Species Management Association will strive to:

1) Meet with USACE representatives, at least annually, to discuss the conditions covered by this MOU and agree to action(s), as appropriate, to implement and further the stated goals. Collaborate on specific shared activities, which could benefit the objectives of this agreement.

2) Coordinate with USACE in carrying out projects and other collaborations for which the parties may provide support. These projects will be identified under supplemental partnership agreements.

3) Provide USACE with support in implementation of agreed-upon stewardship projects, education, internal training, outreach, or research efforts, and assessments of progress in implementing mutual conservation projects. NAISMA will assist with training remotely via online conferencing services.

4) Coordinate with USACE to identify, define, and carry out projects and activities that align with NAISMA and USACE priorities and objectives. This coordination may possibly pertain to assisting with training, outreach and education programs, materials and campaigns; Integrated Pest Management (IPM) approaches on USACE lands; technical advice and guidance for invasive species control for USACE managers; Early Detection and Rapid Response (EDRR) support; conducting local, regional, and national-scale projects; designing and conducting research; promoting and facilitating the transfer of research and management information and technologies; educating the public about public lands, public land stewardship, and outdoor recreational opportunities, related activities, and the potential impacts invasive species can have upon each of these. NAISMA will assist with training remotely via online conferencing services.

5) Increase public awareness, through education, special events, and advocacy of the value and benefits (social, economic, physical, and environmental) with regard to invasive species and public lands.

6) Collaborate with USACE to develop and encourage public outreach programs aimed at educating the recreational public on stopping the spread of invasive species.

7) Participate in joint training opportunities with USACE to share new or existing information, research, innovations, and best practices, as it may relate to projects of mutual interest and concern.

The U.S. Army Corps of Engineers will strive to:

1) Meet with NAISMA representatives, at least annually, to discuss the conditions covered by this MOU and agree, as appropriate, to action(s) that implement and further the stated goals of this MOU. Collaborate on specific activities, including potential cost sharing activities, which could serve the mutual goals of the parties as identified in this agreement.

2) Coordinate with NAISMA in carrying out projects and other collaborations for which the parties may provide support. Projects or other collaborations must be consistent with existing authority and project purposes and should be covered by activity-specific agreements. negotiated, drafted, and executed by the appropriate USACE local staff.

3) Work with NAISMA, USACE local staff, and other appropriate USACE partners to promote this partnership and to encourage USACE local staff to partner with NAISMA on projects and other related activities for the benefit of the public.

4) Provide project oversight, and logistical support for each volunteer project occurring on USACE lands and waters.

5) Identify a point of contact for coordination of NAISMA partnering opportunities at each USACE Division office.

6) Provide appropriate recognition of NAISMA involvement in specific activities.

ARTICLE VI – NON-BINDING AGREEMENT

This MOU is a non-binding agreement that expresses mutual understandings of the Parties and shall not under any circumstances be interpreted as an enforceable contract at law. In no event shall this MOU be enforced against the other Party by any legal or equitable suit or action. Nothing in this MOU shall be construed as obligating USACE to perform any activity contemplated herein or expend any funding in support of this MOU.

ARTICLE VII – PERSONNEL

Each Party is responsible for all costs of its personnel, including but not limited to, pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

ARTICLE VIII – GENERAL PROVISIONS

1) This MOU is neither a fiscal nor a funds obligation document. This MOU does not commit or authorize the expenditure of funds. Any endeavor or specific work project or activity involving reimbursement, the contribution of funds, services, or materials, or transfer of anything of value between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. These endeavors will be outlined in separate written agreements made by representatives of the parties

and must be independently authorized by appropriate statutory authority. Specifically, this MOU does not establish authority for noncompetitive award of any contract or other agreement. Any contract or agreement for training or other service must fully comply with all applicable requirements for competition.

2) This MOU is intended only to improve cooperation between USACE and NAISMA and is not intended to create any substantive or procedural right or obligation enforceable at law by any party against the United States, its agencies, its officers, or any person, or against NAISMA, its agents and assigns.

3) Nothing in this MOU shall be construed as affording NAISMA any preferential treatment, exclusive rights, or privileges, or as obligating NAISMA to any action not expressly set forth in this MOU.

4) In pursuing the goals of this agreement there shall be no discrimination against any persons because of race, color, national origin, age, religion, sex, sexual orientation, or disability, in compliance with federal law, as well as USACE policy.

5) The Corps and NAISMA intend to explore the initiatives contemplated in this agreement in accordance with existing authorities. Nothing in this MOU is intended to conflict with current law, regulation, or USACE policies. If any provisions of this MOU are determined to be inconsistent with existing laws or regulations or directives governing the signatories, then the provisions of this MOU not affected by a finding of inconsistency shall remain applicable.

6) This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals. The parties recognize the importance of continuing cooperation and participation with other organizations and institutions in programs of mutual interest.

7) Each party shall be responsible for its own defense against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses, and attorney's fees, which may arise because of the negligence, misconduct or other fault of its agents or employees in the performance of its obligations under this agreement. In the event that a claim is made against both parties for acts or omissions of both, it is the intent of the parties to cooperate in the defense of said claim and to cause their insurer to do likewise.

8) USACE does not permit the use, reproduction, copying or redistribution of its brands, trademarks, and logos without written permission from the Department of the Army. NAISMA will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this MOU or to the agencies, or the name or title of any employee of the agency in connection with this MOU.

9) This MOU may be modified as necessary, by mutual agreement of both parties, by written amendment signed and dated by an authorized representative of each party.

10) Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

11) Either party may terminate this MOU for any reason by providing 30 days advance written notice to the other.

12) This MOU is not transferable except with the written mutual consent of the Parties.

13) It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

14) This MOU takes effect beginning on the day after the last Party signs (the "Effective Date") and shall remain in effect for a period of five (5) years from the Effective Date, unless terminated earlier by one of the Parties as permitted herein.

15) This MOU must be reviewed and validated by both Parties no later than two and a half years after its Effective Date.

ARTICLE IX – KEY OFFICIALS

The following individuals will be the principal contacts for their respective organizations. However, either party may substitute other individuals upon written notice to the other party. All communication and notices regarding this agreement shall be directed to the following key officials for each party:

For NAISMA:

Primary: Mrs. Christie Trifone Millhouse, Executive Director, North American Invasive Species Management Association. Mrs. Trifone Millhouse may be contacted directly at 563.581.3110 or director@naisma.org

Secondary: Mr. Christopher Dionigi, Board President, North American Invasive Species Management Association. Mr. Dionigi may be contacted directly at 703.447.4726 or chrisdionigi@gmail.com.

For USACE:

Primary: Mr. Michael Richards, Program Manager for Land Use, HQUSACE. Mr. Richards may be contacted directly (202) 913-4070, or michael.g.richards@usace.army.mil

Secondary: Mr. Jeff Krause, Chief, Natural Resource Management Branch, HQUSACE. Mr. Krause may be contacted directly at 202-761-1228, or jeff.krause@usace.army.mil.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the last date written below:

Christie Trifone Millhouse — Date: 7/20/2026
Executive Director
North American Invasive Species Management Association

HILL.STEPHEN.LAWRENCE.1017958751 Digitally signed by HILL.STEPHEN.LAWRENCE.1017958751 Date: 2026.07.13 11:38:25 -04'00' — Date: 13 July 2026
Stephen L. Hill, PMP, SES
Director, Operations and Regulatory Division
U.S. Army Corps of Engineers