

**MEMORANDUM OF UNDERSTANDING**  
**Among**  
**The U.S. Department of the Interior, U.S. Fish and Wildlife Service**  
**and**  
**The Native American Fish and Wildlife Society**

**I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to facilitate cooperation between the U. S. Fish and Wildlife Service (Service) and the Native American Fish and Wildlife Society (NAFWS) to coordinate support, involvement, and utilization of the National Conservation Training Center (NCTC) to meet the conservation needs of federal and state agencies, Native American tribes, corporations, nonprofit conservation organizations, and others with conservation interests.

**II. Authorities**

This memorandum is entered into under the provisions of the Fish and Wildlife Coordination Act (16 U.S.C. §661 et seq) and the Fish and Wildlife Act of 1956 (16 U.S.C. §742a. et seq).

**III. Background**

The NCTC provides a world-class facility where collaborators with various interests can gather to discuss natural resource management issues and jointly train their professionals. The NCTC convenes diverse group, and trains Service employees and our partners to gain the necessary skills to solve urgent conservation challenges. The Service has worked closely with Native American tribes across the nation to build partnerships and present cutting-edge training for the benefit of the missions of the Service and tribes.

The Service and the NAFWS, through the NCTC, have the opportunity to develop and facilitate direct training and support for the purpose of identifying issues and developing joint education and training programs to address them. The interaction in these programs results in better-trained professionals and promotes better communication between the various sectors in addressing natural resource issues. There is also an opportunity for the NAFWS to assist the Service to maximize usage of facilities by attracting conservation professionals from tribes across the nation to the NCTC.

The NAFWS' purpose has a valuable intersection with the purpose of NCTC in these critical areas:

- To protect, preserve and conserve the wise use and management of tribal fish, wildlife, and recreation resources, and;
- to educate Native Americans involved in fish and wildlife management, policy decision makers, community members and others similarly dedicated to tribal natural resource management, of the best management practices.

#### **IV. Roles and Responsibilities**

##### A. The Service will:

1. Use the best available scientific and commercial data and solicit and consider information, traditional knowledge, and expertise of affected tribal governments in policies, agency actions, and determinations that have tribal implications. The Service will also give tribal government representatives access to technical information when it is final and releasable. (Native American Policy, U.S. Fish and Wildlife Service, January 20, 2016).
  - a. Provide tribal governments and their staff access to our fish and wildlife resource training programs in the same manner that we provide access to other government agencies.
  - b. Provide access to a broad range of scientific literature through NCTC library services.
2. Work cooperatively with the NAFWS, where deemed appropriate by all parties, to identify and develop joint training programs to meet the needs of the Service, the NAFWS, and tribal government fish and wildlife employees.
3. Listen to and consider the traditional ecological knowledge, experience, and perspectives of Native American tribes to develop training for management of fish, wildlife, and cultural resources.
4. Assign a staff person(s) to serve as contact and facilitator for program activities carried out under this MOU. This point of contact will meet with the NAFWS and other parties on an as needed basis to implement this MOU.
5. Meet with the NAFWS to discuss NCTC facilities and training opportunities that may be of common interest.

##### B. The NAFWS will:

1. Periodically assess training needs in the tribal conservation communities that the NAFWS serves, survey their interest in utilizing the facilities and/or training programs of NCTC, and facilitate the participation of tribes in

developing and participating in NCTC training programs that benefit fish and wildlife conservation.

2. Work cooperatively with the NCTC, where deemed appropriate by all parties, to identify and develop joint training programs to meet the needs of the Service, the NAFWS, and Native American tribes with interests in fish and wildlife conservation.
3. Provide the traditional ecological knowledge, experience, and perspectives of Native American people to enhance development of training for management of fish, wildlife, and cultural resources.
4. Assign a staff person(s) to serve as contact and facilitator for program activities carried out under this MOU. This point of contact will meet with NCTC and other parties on an as needed basis to implement this MOU.
5. Meet with the Service to discuss NCTC facilities and training opportunities that may be of common interest.

#### **V. Mutually Agreed Upon and Understood by the Parties**

1. The parties agree to meet as needed to share information on training interests, needs, and programs of mutual concern.
2. The parties may enter additional training-related alliances, covered by separate agreements.
3. This MOU in no way alters or diminishes the Parties' separate obligations or responsibilities under any statute or legal authority.
4. This MOU is neither a fiscal nor funds obligation document. Any endeavor involving reimbursement or contribution of funds between parties will be managed in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutes.
5. Any press releases, published advertisements, or other statements intended for the public that refer in any way to this memorandum or to NCTC, the Service, the Department or the name or title of any employee of the Department, in connection with this MOU, shall be developed collaboratively by the Parties and approved by the Representatives of the Parties before publication.

6. This MOU does not confer authority to the NAFWS to be an agent or representative of the United States, the Department of the Interior, or the Service and will not represent itself as such to third parties.
7. This MOU in no way restricts the Service or the NAFWS from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
8. The use, reproduction, copying, or redistribution of the other Parties' brands trademarks, and logos or other protected material is strictly prohibited without written permission from the other Party.
9. In carrying out the terms of this MOU, the Parties shall not engage in discrimination against any person because of age, race, creed, color, physical ability, national origin, gender identity, or sexual orientation.

## **VI. Implementation**

1. Upon all parties signing this MOU, the staff contacts referenced in Section III will meet on an as-needed basis to implement this MOU.
2. Implementation of this MOU is subject to the availability of resources and the requirements of the Anti-Deficiency Act. Nothing in this MOU shall obligate the Service, the Department of the Interior, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress.

## **VII. Renewal**

The term of this MOU will be five years from the date signed, at which time it may be renewed for subsequent five-year terms at the discretion of all parties.

## **VIII. Termination**

Either of the signing organizations may terminate this MOU by providing a written explanation and notification at least three months prior to the intended termination date.

## **IX. Public Affairs/Relations**

1. Nothing in this MOU shall be interpreted to imply that the United States, the Department of the Interior or the U.S. Fish and Wildlife Service endorses any

products, services, or policies of the NAFWS. The NAFWS shall not take any action or make any statement that suggests or implies such an endorsement.

2. The NAFWS shall obtain prior approval of all press releases, published advertisements or other statements intended for the public that refer to this MOU or to the Service, the Department, or the name or title of any employee of the Department in connection with this MOU.

**X. Approval**

Approved and Accepted  
For the U.S. Fish and Wildlife Service

By: **MARTHA WILLIAMS** Digitally signed by MARTHA WILLIAMS  
Date: 2022.01.11 23:15:32 -07'00'  
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Principal Deputy Director  
Exercising the Delegated Authority of the Director

\_\_\_\_\_  
Date

Approved and Accepted  
For the Native American Fish and Wildlife Society

By: *Julie Thorstenson, PhD*  
\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
1/18/22  
Date