

MEMORANDUM OF UNDERSTANDING

among

U.S. Department of Agriculture - Forest Service;  
U.S. Department of the Interior - Bureau of Land Management;  
U.S. National Park Service; and U.S. Fish and Wildlife Service  
and  
Leave No Trace, Incorporated

Concerning:

The Protection of Federal Public Lands and Waters  
Through Education About Outdoor Ethics Relating to  
Responsible Human Powered Recreation

I. PURPOSE

This Memorandum of Understanding (MOU) is executed to provide a framework for expanding a coordinated and cooperative relationship under which, to the extent permitted by law, the United States Department of Agriculture - Forest Service; United States Department of the Interior - Bureau of Land Management, National Park Service, Fish and Wildlife Service, hereinafter and Leave No Trace, Incorporated will cooperate with one another in areas of mutual concern related to land management and education issues regarding the responsible recreation use of Federal public lands and waters and implementation of the Leave No Trace (LNT) Program.

Leave No Trace, Incorporated (LNT, Inc.) is a non-profit organization dedicated to promoting and inspiring responsible human behavior while participating in outdoor recreation, through education, research, and partnerships. LNT, Inc. develops and distributes educational materials to the public, assists in recreation research, and forms partnerships with public organizations and private business, focusing on the responsible use of public lands by visitors participating primarily in human powered travel and recreational activities. Collectively, this program and the resulting materials are named Leave No Trace.

The Forest Service is a land and resource management agency of the United States Department of Agriculture, responsible for providing national leadership in forestry stewardship, conservation, and research.

The Bureau of Land Management is a land and resource management agency of the United States Department of Interior, responsible for the management of lands to conserve and protect them and their historic and cultural resources for public use and enjoyment.

The National Park Service is an agency of the United States Department of the Interior, responsible for the management of national park areas for the enjoyment, education, and inspiration of the public, and for the management of programs designed to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout the United States and the world.

The Fish and Wildlife Service is an agency of the United States Department of the Interior, responsible for the administration of a network of lands and waters in the national refuge system for the conservation, management, and where appropriate, restoration of fish, wildlife and plant resources and their habitats within the United States for the benefit of present and future generations.

II. OBJECTIVE

The organization, membership, and purposes of LNT, Inc. enable it to contribute to the more effective and efficient management of public lands and waters administered by the agencies. These tasks are to (1) provide public education about the protective use of public lands and waters and responsible human powered recreation, (2) contribute support to the agencies for the management and protection of public lands and waters in a collaborative public/private partnership, (3) demonstrate excellence in stewardship of public lands and waters through demonstration events and projects, and (4) serve as the leading outdoor ethics liaison for human powered recreation activities.

D. Coordinate and oversee the development of LNT ethics and techniques which may be used by LNT educators, members, and the public to promote LNT nationwide. This may include development of ethics and techniques for all ecosystems found on public lands and waters.

E. Coordinate and oversee, with the Master's course provider(s), the Masters of LNT Program. Cultivate, mentor, and maintain an active network of Masters. Continue development and refinement of teaching materials and lesson plans for use by Masters and their networks of Trainers. Actively promote the Masters of LNT Program among recreation interest groups.

F. Encourage all outdoor equipment manufacturers and related industries (including, but not limited to such gear as hiking, camping, bicycling, horseback riding, canoeing, kayaking, rafting, sailing, nordic skiing, and snowshoeing) to portray responsible environmental use of their products in advertising and other media and publications.

G. Provide LNT materials and courses to the agencies at a member discounted cost, not less than the actual cost, or through donation.

H. Provide the agencies with national Leave No Trace exhibits for internal or external use (such as, trade shows, State fairs, or other events) at a member discounted cost, not less than actual cost of a similar rental, or through donation.

I. Review new Leave No Trace logo(s), insignias, and products with agency coordinators and agree upon which should be protected. Action will be taken by Leave No Trace, Inc. to register or trademark such new material under the name of the U.S. Government. Notwithstanding any copyright held by LNT, Inc., LNT, Inc. agrees that the U.S. Government shall have unrestricted use of all logos and trademarks developed under this MOU. Upon disassociation with the agencies party to this MOU, newly registered or protected rights shall remain the property of the U.S. Government.

J. Use agency logos, trademarks, and insignias, only in accordance with guidelines approved by the agencies. Work closely with agency coordinators in review of guidelines for educational and promotional materials, exhibits, computer internet sites, advertisements, and other modes of expression.

#### V. FEDERAL AGENCIES SHALL:

A. Designate one employee each to serve as an agency coordinator for all business between the agencies and LNT, Inc., including advice to the Board of Directors.

B. Upon proper execution of an appropriate agreement and subject to applicable laws and regulations, periodically make available agency equipment (i.e., projectors, flip charts, etc.) and provide for use of facilities (i.e. conference rooms, auditoriums, etc.) to LNT, Inc. when deemed helpful or needed to accomplish mutual goals.

C. As appropriate under their respective authority and under such circumstances that do not imply Federal agency endorsement of commercial products or services, consider periodically providing uniformed **and** well versed personnel at applicable trade shows, meetings and training events to assist in providing information about the LNT Program.

D. Where it is appropriate as determined by the agency representative and affected line officers, allow LNT, Inc. to place posters, displays, and educational materials in agency offices and visitor centers, and at recreational facilities.

E. The designated agency coordinator may also serve on the education and other committees, and help facilitate the review of LNT products such as educational materials.

#### 111. AUTHORITY

Leave No Trace, Inc.:

Bylaws of Leave No Trace, Inc., (Article IV, Section 4.3)

Forest Service:

- A. Organic Administration Act of 1897 (16 U.S.C. 473-475, 477-482, 551).
- B. Multiple Use Sustained Yield Act of 1960 (16 U.S.C. 528 (Note)).
- C. Cooperative Funds and Deposits Act of December 12, 1975 (16 U.S.C. 565a-1-3).
- D. National Forest Management Act of 1976 (16 U.S.C. 1600)(note)).

Bureau of Land Management:

Federal Land Policy and Management Act of 1976 (P.L. 94-579, 90 Stat. 274, 43 U.S.C. 1701, et. Seq.).

National Park Service:

- A. National Park Service Organic Act of 1916 (16 U.S.C. 1)
- B. National Park Service Authorities Act of 1946 (16 U.S.C. 17 j-z)
- C. Outdoor Recreation Act of 1963 (P.L. 88-29, 16 U.S.C. 4601)

Fish and Wildlife Service:

- A. Refuge Recreation Act of 1962 (16 U.S.C. 460K-460K-4)
- B. National Wildlife Refuge System Administration Act of 1966 (16 U.S.C. 668dd-668jj) as amended

#### IV. DEFINITIONS

. Agency coordinator - the person representing the Federal agency in all matters pertaining to official business conducted on behalf of the LNT Program.

. Human powered recreation - outdoor activities in which no motorized source of power is used as a part of the activities.

. Human powered travel - transportation in which no motorized source of power is used as a part of the means of transport.

. LNT ethics and techniques - standards and guidelines providing recommended conduct for human behavior while participating in outdoor recreational activities.

. LNT Program - educational efforts, based on scientific environmental research, presented by a partnership of concerned organizations and agencies, in a variety of media methods and locations to individuals and groups to promote and inspire responsible human behavior while participating in outdoor recreational activities.

Master's course provider - an organization authorized by LNT, Inc. to provide the highest level of training in LNT ethics and techniques.

#### IV. LEAVE NO TRACE, INCORPORATED SHALL:

A. Appoint its Executive Director or designee to act as liaison with the agencies.

B. Coordinate Leave No Trace, Inc. programs, activities, and publications with other Federal partners, and LNT members and partners, to ensure the consistency of the outdoor ethics message relating to the responsible use of natural resources.

C. Coordinate and oversee the development and dissemination of current information and materials about low-impact practices. Be a source, and act as a clearinghouse, for minimum impact videos, printed documents and other educational and promotional materials related to human powered travel and recreational activities. To assure consistency and quality, LNT Program materials will be submitted to LNT, Inc. for review by the Education Review Committee prior to their production or use, and at such additional times as requested.

F. Agree to authorize LNT, Inc., and LNT members, subject to review and approval, to use the Leave No Trace name and Leave No Trace trademarks, including the words "leave no trace" in any form of lettering and with or without any kind of punctuation, for non-commercial, educational purposes without charge for the term of this MOU.

G. Support and implement LNT by ensuring that an appropriate number of all agency field personnel from all program areas are properly trained in the LNT ethic and practices. Provide, subject to all applicable laws and rules of procurement, the opportunity for LNT training at applicable national, regional and state training sessions by certified LNT Master Educators and Trainers. Provide, subject to the agencies authority and subject to the availability of funds, managerial support and program financial support to agency personnel for Masters of LNT to carry out their responsibilities as Masters.

VI. IT IS MUTUALLY AGREED THAT:

A. LNT, Inc. shall indemnify, save and hold harmless and defend the agencies against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of LNT, Inc.

B. The agencies shall be an additional named insured on all liability policies. All such policies shall specify that the insurer shall have no right of subrogation against the United States Government for payment of any premium or deductibles whereunder, an such insurance policies shall be assumed by, credited to the account of, and undertaken at LNT, Inc. sole risk.

C. No transfer or assignment of this agreement or any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved by the agencies in writing.

D. Nothing in this MOU shall obligate the cooperating agencies to expend appropriation(s) or to enter into any contract or other obligation. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations. Specific work projects or activities that involve the transfer of funds, services or property between the parties to this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds as appropriated. Each subsequent agreement or arrangement involving the transfer of funds, services, or property between the parties to this MOU must comply with all applicable statutes and regulations, including those statutes and regulations applicable to procurement activities and must be independently authorized by appropriate statutory authority.

E. LNT, Inc. shall make all membership opportunities and benefits available to all qualified companies, organizations, or individuals regardless of age, race, color, religion or creed, sex, disability or national origin as long as the member agrees to promote and exemplify responsible land use ethics.

F. Any articles, press releases, computer internet sites, advertisements or other public statements that refer to the agencies or their employees, in connection with activities authorized by this MOU, shall be submitted to the agencies for approval in advance of publication.

G. Other than the acceptance by the agencies of the LNT philosophy and ethic for responsible use of natural resources, nothing in this memorandum shall be interpreted to convey or imply an endorsement by the United States of any product, service, or opinion of LNT, Inc.

H. The rights and benefits conferred by this MOU shall be subject to the laws of the United States governing the agencies and to the rules promulgated thereunder. Conditions and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation, and control by the agencies.

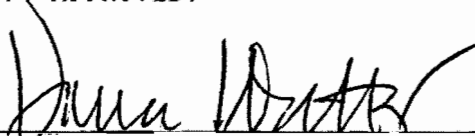
I. No member of, or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of the MOU or to any benefit that may arise therefrom, but this restriction shall not be construed to extend this agreement if made with a corporation or company for its general benefit.

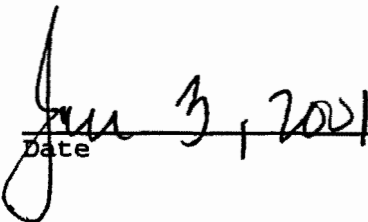
J. Nothing herein is intended to conflict with current Department of Agriculture, Department of Interior, or Leave No Trace, Inc. directives. If any term of this agreement is deemed inconsistent with those directives, then the portions of this agreement that are inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect.

K. This MOU becomes effective upon signature by all parties and shall be in force for five years. This MOU will automatically continue for another five year period on December 31 of the last year, unless 90 days written notice of cancellation is provided by any of the parties before the date of renewal. Each party in this MOU reserves the right to withdrawal from this agreement, or any part thereof, at any time upon 90 days written notice, identifying the reasons for the withdrawal. The agreement may continue with the remaining parties. Additional parties may be added to this MOU with the concurrence of the present parties.

L. This MOU in no way restricts the agencies or LNT, Inc. from participating in similar activities or arrangements with other public or private agencies or parties.

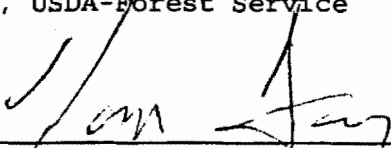
VII. APPROVED:

  
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DANA WATTS  
Executive Director, Leave No Trace, Inc.

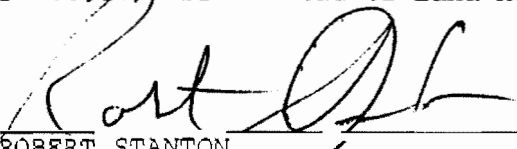
  
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Date

  
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MIKE DOMBECK  
Chief, USDA-Forest Service

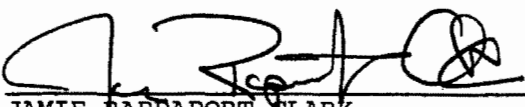
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THOMAS FRY  
Director, USDI-Bureau of Land Management

Oct. 17, 2000  
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Date

  
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ROBERT STANTON  
(Director, USDI-National Park Service

NOV 14 2000  
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Date

  
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JAMIE RAPPAPORT CLARK  
Director, USDI-Fish and Wildlife Service

12/11/00  
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Date