

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE AMERICAN FISHERIES SOCIETY**  
**AND THE**  
**U.S. DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**

This Memorandum of Understanding (MOU) is between the American Fisheries Society, hereinafter referred to as AFS, and the U.S. Department of Agriculture (USDA), the Natural Resources Conservation Service, hereinafter referred to as NRCS.

**I. BACKGROUND**

NRCS is responsible for providing technical assistance to landowners and operators in protecting soil, water, and related resources under the provisions of the Soil Conservation and Domestic Allotment Act, as amended (16 U.S.C. 590 (a-f)), and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, non-governmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA, conservation program participants have the option of obtaining conservation technical assistance from individuals certified as Technical Service Providers (TSP) by NRCS.

Section 2701 of the Farm Security and Rural Investment Act of 2002, Public Law 107-17 1, May 13, 2002, (2002 Farm Bill) amended Section 1242 of the Food Security Act of 1985 to require the Secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or ... through a payment ... for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title, including criteria for the evaluation of providers or potential providers of technical assistance.

AFS is a 501(c)(3), private, not-for-profit, corporation, headquartered in Bethesda, Maryland. AFS is a scientific, educational, membership organization. Certified Fisheries Professional (CFP) is a designation by AFS that certifies individuals who meet the stringent educational, experience, ethical, and professional conduct standards set by AFS. These standards can help qualify certified individuals as TSPs to deliver fisheries resources and habitat recommendations to private landowners and others.

## II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between AFS and NRCS through which AFS, under its CFP Program, may recommend individuals who meet AFS CFP standards, to NRCS to consider such individuals for certification as third party TSPs. It is the intent of both parties that this cooperative effort shall be for the mutual benefit of each party as well as conservation program participants who wish to avail themselves of technical services provided by certified TSPs.

This MOU is to officially recognize that a person who has met the standards set by AFS and is certified as a CFP, automatically is eligible for consideration by NRCS as a certified TSP in the category of Wildlife and Fisheries technical service.

This MOU will benefit NRCS by providing a CFP recommended by AFS the opportunity to become certified as a TSP by NRCS. This in turn will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit AFS by providing CFP's the opportunity to become certified by NRCS. NRCS will place the certified TSP on the approved list to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

## III. RESPONSIBILITIES

### A. AFS will:

1. Provide a statement that the CFP AFS recommends for certification by NRCS as a TSP meet the minimum NRCS standards for providing conservation assistance in the category of Wildlife and Fisheries technical service.
2. Establish and maintain a registry of individuals who meet AFS and NRCS certification requirements to provide conservation technical services identified in A.1. The registry will include a list of services each individual is qualified to provide. The registry will contain the following information:
  - a) name of individual;
  - b) company (if applicable);
  - c) address;
  - d) telephone and fax numbers, and e-mail address if applicable;
  - e) AFS designated expertise;
  - f) expiration date of qualification under AFS; and
  - g) AFS is the recommending organization.
3. Document the efforts of TSPs who are CFPs to satisfy continuing education requirements within the professional development cycle to maintain certification under AFS.

- a) Each individual who wishes to remain on the registry is required to receive appropriate training in conservation assistance to maintain skill levels within the professional development cycle.
  - b) The registry will indicate the deadline that each individual must receive training. Updates indicating the date training was last received will be submitted in accordance with their continuing education cycle dates.
4. Update all information on its registry annually, or more frequently, if necessary, and provide this information to NRCS in a timely manner.
  5. Remove individuals from the registry who do not maintain required levels of training within the 3-year timeframe or who are found by NRCS to be providing substandard assistance from its registry and immediately notify the individuals and NRCS.
  6. Notify CFPs in a timely manner when technical and programmatic materials are available from NRCS to ensure that the highest quality of conservation technical assistance is available.
  7. Upon request and with agreement of all parties involved, provide NRCS with a list of courses an individual on the registry used to fulfill continuing education requirements.
  8. Inform CFPs that all providers to be certified by NRCS must complete Certification Agreements as a condition of their certification by NRCS as TSPs.
  9. Inform CFPs, certified as TSPs by NRCS, that they are subject to the same annual quality reviews as those performed for NRCS employees.
  10. Inform CFPs that they cannot legally certify completed cost shared-practices for payment. Only NRCS employees have the legal authority to do so.

B. NRCS will:

1. Acknowledge that AFS certification standards set for recommended individuals meet minimum NRCS standard criteria for technical services covered by this MOU.
2. Provide AFS with access to current program information and appropriate technical reference documents for use by TSPs. Such documents will include manuals and standards and specifications for appropriate conservation practices.
3. Provide the approved list of TSPs to USDA offices.
4. Assist in suggesting training opportunities for AFS members and serve as a resource when available.

5. Remove a TSP from the approved list through the decertification process if NRCS determines that the TSP has failed to meet the terms and conditions of the Certification Agreement.
6. Ensure that the objective of fisheries conservation is considered in the implementation of USDA conservation programs.

C. Both Parties will:

Meet as requested by either party to review progress and discuss methods of improving this process.

#### IV. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of NRCS and AFS, and shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or AFS and the subsequent written concurrences of the other. Either NRCS or AFS may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
- C. Termination of this agreement will not affect individuals certified as TSPs by NRCS. Certified individuals will continue to be listed on the approved list of TSPs, in accordance with the terms and conditions of their certifications.
- D. NRCS and AFS and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds, in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. None of the information in this MOU shall obligate either USDA or AFS to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies of USDA and AFS will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide this authority. Negotiation, execution, and administration of any subsequent agreements must comply with all applicable statutes and regulations.
- F. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

- G. In accordance with the NRCS Property Management Regulation, Temporary Regulation A-2, "The program or activities conducted under this MOU will be in compliance with the non-discrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other non-discrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendment of 1972; and the Age Discrimination Act of 1975. They also will be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from USDA or any agency hereof."

## V. TECHNICAL AND ADMINISTRATIVE CONTACTS

### A. AFS

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### B. NRCS:

Mr. Lawrence E. Clark  
Deputy Chief for Science and Technology  
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Fax: (202) 720-7710  
e-mail: [lawrence.clark@usda.gov](mailto:lawrence.clark@usda.gov)

## VI. AUTHORITY

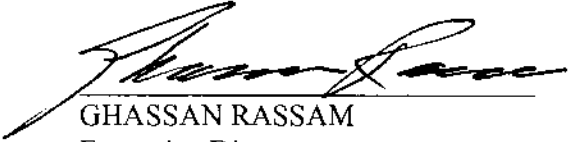
NRCS enters into this agreement under the authority of the Food Security Act of 1985, Section 1242, 16 U.S.C. 3842.

The undersigned parties hereby agree to the terms and conditions specified above.



BRUCE I. KNIGHT  
Chief  
Natural Resources Conservation Service

12/20/04  
Date



GHASSAN RASSAM  
Executive Director  
American Fisheries Society

12/20/04  
Date