

**Memorandum of Understanding Between the Following Departments and Agencies:**

**U. S. Department of Agriculture**

Agricultural Research Service  
Animal and Plant Health Inspection Service  
Cooperative State, Research, Education, and Extension Service  
Economic Research Service  
Foreign Agricultural Service  
Forest Service  
Natural Resources Conservation Service

**U. S. Department of the Interior**

Bureau of Indian Affairs  
Bureau of Land Management  
Bureau of Reclamation  
Fish and Wildlife Service  
National Park Service  
U.S. Geological Survey

**U. S. Environmental Protection Agency**

Office of International Affairs  
Office of Prevention, Pesticides, and Toxic Substances  
Office of Research and Development  
Office of Water

**National Aeronautics and Space Administration**

**U. S. Department of Defense**

**U. S. Department of Health and Human Services**

Centers for Disease Control

**U. S. Department of Homeland Security**

**U. S. Department of State**

Bureau of Oceans and International Environmental and Scientific Affairs

**U. S. Department of Transportation**

**The Smithsonian Institution**

Relative to the establishment of:

A Federal Interagency Committee on Invasive Terrestrial Animals and Pathogens

An "invasive species" is defined as a species that is 1) non-native (or alien) to the ecosystem under consideration, and 2) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. (Executive Order 13112)

## **I. Purpose**

The purpose of this MOU is to establish the Federal Interagency Committee on *Invasive Terrestrial Animals and Pathogens* hereinafter referred to as ITAP. ITAP will provide a forum to support technical coordination and cooperation among the parties to this MOU, hereinafter referred to as the "parties" or the "Federal parties", on problems associated with invasive invertebrates, vertebrates, and plant and animal pathogens in terrestrial ecosystems. The focus will be on invasive terrestrial vertebrates (including amphibians); invasive pests of human habitations; and invasive pests and diseases of crops (including nursery/horticultural), domestic animals, wildlife and plants, in agricultural, forest, rangeland, grassland, and other terrestrial ecosystems but will exclude invasive plants (weeds) and aquatic nuisance species.

## **II. Statement of Mutual Interest**

The parties are currently engaged in and have interdependent interests in coordinating the flow of information, avoiding duplication of effort, and increasing public awareness regarding the economic and environmental impacts of invasive pests, as well as impacts on human health. The parties recognize the mutual benefit to be achieved through cooperative planning and execution of this MOU as described herein.

## **III. Committee Membership, Structure and Operations**

The parties mutually agree that:

1. Membership on the Committee is open at any time to any Federal entity interested in taking an active role in addressing problems associated with invasive invertebrates, vertebrates, and plant and animal pathogens in terrestrial ecosystems. Membership becomes official when the head of the Federal entity or a designee signs the Memorandum of Understanding.
2. ITAP may invite experts from non-Federal entities, consistent with the applicable requirements of the Federal Advisory Committee Act, to provide information, written materials, and oral presentations on technical issues of interest.
3. Parties may designate one official (with one alternate) to serve as their representative to the Committee, who shall attend scheduled meetings at the party's expense. Each party will inform the Committee, in writing, of the name and position of its representative and alternate, or of any changes.
4. The Committee shall establish its own working rules, including a procedure for designating the co-chairs. The co-chairs will represent ITAP in public forums. Other representatives may represent ITAP on particular issues in public forums when authorized to do so with the concurrence of the co-chairs.
5. The Committee shall meet a minimum of once per year. Additional meetings may be scheduled as agreed to by the Committee, and may include meetings at field locations.
6. Subcommittees and working groups may be formed or disbanded as needed, at the discretion of the Committee co-chairs. Membership on subcommittees and working groups will consist of Federal officials with the appropriate expertise.
7. Subcommittees and working groups will be formed to determine needs for and facilitate research, technology development, database development/information exchange, risk assessments, education/outreach, international cooperation, and to address other issues as agreed to by the Committee.
8. Subcommittees and working groups will report regularly to the Committee on their deliberations including planning, coordination, facilitation, and implementation of actions recommended or developed by the subcommittees or working groups. .

#### **IV. ITAP Responsibilities**

ITAP parties agree to cooperate through an orderly exchange of information, jointly held meetings, and the appointment of subcommittees and working groups to facilitate development of effective and timely Federal responses to invasive species and make recommendations to the leadership of Federal departments and agencies on research, technology transfer, and management actions related to Executive Order 13112 on Invasive Species.

The ITAP parties agree to:

1. Assure that parties are kept informed of, and their concerns are reflected in, the Committee's plans, recommendations, and proposals for research, education, and implementation of activities to prevent, detect, assess, monitor, contain, and control or eradicate invasive species, and to reduce environmental and economic threats and threats to human health from invasive species;
2. Plan and coordinate the Committee's activities through relevant bodies established by the National Invasive Species Council and its Invasive Species Advisory Committee to facilitate implementation of Executive Order 13112 and the National Invasive Species Management Plan;
3. Plan and coordinate the Committee's activities, as appropriate, with other technical groups such as the Federal Interagency Committee for the Management of Noxious and Exotic Weeds and the Aquatic Nuisance Species Task Force;
4. Provide a forum for providing scientific and technical perspectives for strategies and policies among parties;
5. Share scientific and technical expertise related to invasive invertebrates, vertebrates, and plant and animal pathogens in terrestrial ecosystems, and facilitate scientific and technical cooperation among parties, other Federal agencies, and non-Federal and international stakeholders;
6. Provide technical information and input in support of the National Invasive Species Management Plan and related activities as appropriate;
7. Advise the parties and other Federal agencies of potential biological threats to natural and agricultural resources;
8. Facilitate appropriate individual review by outside specialists to ensure the quality of the Committee's scientific and technical publications; and
9. Report annually on ITAP's plans, work products, and accomplishments and make specific recommendations to the National Invasive Species Council.

#### **V. It is mutually agreed and understood by and among the said parties that:**

1. Activities will be organized, as needed, by subcommittees, for example, by taxon, theme, or ecosystem.
2. Participation in meetings and voting rights on ITAP activities are available only to Federal parties.
3. ITAP does not have the authority or responsibility for formulation of agency or department policies, budgets, or regulations.
4. Specific work projects or activities which 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 by Congress. Each subsequent agreement or arrangement involving the transfer of funds, services, or property among 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.
5. This MOU in no way restricts the parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.

6. This MOU is to define in general terms the basis on which the parties concerned will cooperate and does not constitute a basis for financial obligations or expenditures. Each party will handle and expend its own funds. Any and all expenditures from Federal funds made in conformity with the plans outlined in this MOU must be according to the rules and regulations of each party and in each instance based upon appropriate fiscal documents, such as lease, contract, purchase order, letter of authorization, etc.
7. The responsibilities assumed by the cooperating parties are contingent upon funds being available from which the expenditures may be legally made. Nothing in this agreement may be construed to obligate any party to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate any party to spend funds on any particular project or purpose, even if funds are available.
8. All parties may furnish equipment as may be needed under this MOU. Equipment provided by any party shall remain the property of that party subject to its removal or other disposition at any time.
9. Unless terminated under the terms below, this MOU will remain in full force and in effect for five years from the date of the second signature at which time the parties may initiate renewal. The MOU may be modified or amended upon written request of any party and the concurrence of all of the other parties. Any party may withdraw from this MOU upon written notice to the other parties.
10. The originating party will send copies of all correspondence and documentation concerning this MOU to all other parties.
11. This MOU does not modify the responsibilities of any party's representative from his/her existing reporting relationships.
12. This MOU becomes effective for each party upon the signing of that party.

IN WITNESS HEREOF, the parties have executed this Memorandum of Understanding below:

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James Moseley  
Deputy Secretary  
U. S. Department of Agriculture

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Date

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Edward B. Knipling  
Administrator  
Agricultural Research Service  
U. S. Department of Agriculture

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Date

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W. Ron DeHaven  
Administrator  
Animal and Plant Health Inspection Service  
U. S. Department of Agriculture

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Date

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Colien Hefferan  
Administrator  
Cooperative State Research, Education,  
and Extension Service  
U. S. Department of Agriculture

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Date

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Susan Offut  
Administrator  
Economic Research Service  
U. S. Department of Agriculture

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Date

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Ellen Terpstra  
Administrator  
Foreign Agriculture Service  
U. S. Department of Agriculture

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Date

August 17, 2004

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Dale Bosworth  
Chief  
Forest Service  
U. S. Department of Agriculture

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Date

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Chief  
Natural Resources Conservation Service  
U. S. Department of Agriculture

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Date

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Assistant Secretary, Indian Affairs  
U. S. Department of the Interior

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Date

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Director  
Bureau of Land Management  
U. S. Department of the Interior

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Date

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Commissioner  
Bureau of Reclamation  
U. S. Department of the Interior

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Date

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Director  
Fish and Wildlife Service  
U. S. Department of the Interior

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Director  
National Park Service  
U. S. Department of the Interior

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Date

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Director  
United States Geological Survey  
U. S. Department of the Interior

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Date

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Judith Ayres  
Assistant Administrator  
Office of International Affairs  
U. S. Environmental Protection Agency

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Date

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Susan Hazen  
Principal Deputy Assistant Administrator  
Office of Prevention, Pesticides, and Toxic  
Substances  
U. S. Environmental Protection Agency

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Date

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Paul Gilman  
Assistant Administrator  
Office of Research and Development  
U. S. Environmental Protection Agency

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Date

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Benjamin Grumbles  
Assistant Administrator  
Office of Water  
U. S. Environmental Protection Agency

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Date

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Sean O'Keefe  
Administrator  
National Aeronautics and Space Administration

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Date

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Deputy Under Secretary of Defense  
(Installations and Environment)  
U. S. Department of Defense

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Date

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Centers for Disease Control  
Department of Health and Human Services

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Date

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U.S. Department of Homeland Security

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Date

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John Turner  
Assistant Secretary  
Bureau of Oceans and International Environmental  
And Scientific Affairs  
U. S. Department of State

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Date

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U.S. Department of Transportation

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Date

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Under Secretary for Science  
Smithsonian Institution

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Date