## **MEMORANDUM OF AGREEMENT**

## between the

## Outdoor Heritage Foundation of Alaska and the Alaska Department of Fish and Game

- 1. The Outdoor Heritage Foundation of Alaska (OHFA) is an IRS non-profit organization formed for charitable, educational and scientific purposes under section 501 (c) (3) of the IRS Code. Among the listed purposes of the OHFA are:
  - a) to develop and provide in cooperation with the Alaska Department of Fish and Game (ADF&G) education programs for outdoor activities including hunting, fishing and trapping, and educational materials for natural resource conservation programs that will benefit associated resources, activities and programs;
  - b) to educate the public concerning the American heritage of hunting, trapping and fishing, and the North American Model of Wildlife Conservation;
  - c) to provide when possible and appropriate financial support for ADF&G research and management programs;
  - d) to provide education and outreach opportunities to policy-makers from both the private and public sectors; and
  - e) to provide, when possible, a vehicle whereby proceeds from big game auction and raffle permits can be collected and distributed through grants or other means to the Department to support big game and other wildlife research and management programs.
- 2. The OHFA and the ADF&G believe outdoor education programs are of great importance to the conservation of wildlife. Therefore, the OHFA and the ADF&G have agreed to work together to promote and provide such opportunities through a partnership recognizing the OHFA as an official foundation of the ADF&G.
- 3. Other general purposes of OHFA are:
  - a) to promote an increased understanding of wildlife conservation among Alaskans and others;
  - b) to enhance the conservation of fish and wildlife in Alaska by recruiting and training new anglers hunters and trappers while maintaining the interest of existing anglers, hunters and trappers;

- c) to promote the safe, responsible and ethical uses of natural resources, including angling, hunting and trapping; and
- d) to develop funding sources to assist the ADF&G in research programs that will benefit Alaska's fish and wildlife resources.
- 4. The OHFA and the ADF&G will gain the following benefits by cooperation in promoting the Foundation:
  - a) ADF&G is the agency in Alaska responsible for hunter education and programs such as Becoming an Outdoors-Woman. Cooperation between ADF&G and OHFA will assist the department in meeting its educational objectives; and
  - b) As a functioning 501 (c) (3) non-profit the OHFA has fundraising and financial advantages through which it can support ADF&G programs directly such as the small game hunting clinics and big game management projects.
- 5. The Foundation shall not be used for lobbying, specifically including lobbying for ADF&G programs.
- 6. ADF&G's cooperation with the OHFA will not require any financial commitment, and nothing in this agreement shall obligate any party to the expenditure of funds, or for future payments of money, in excess of appropriations authorized by law; and
  - a) The parties may enter into cooperative agreements, if needed, in the future to accomplish mutually approved projects in accordance with existing regulations.
  - b) ADF&G may contribute funds toward specific joint projects under the terms of a mutually approved cooperative agreement.
- 7. OHFA will pursue a variety of fundraising strategies to secure financial support for programs it conducts in partnership with ADF&G.
- 8. All proposed uses of the name or logo of either of the parties and all associated materials shall be reviewed by the other party at least 10 working days in advance of the proposed use. Neither OHFA's name nor logo may be used without the written permission of the President or his designee. Similarly, neither ADF&G's name nor logo may be used without the written permission of the commissioner or their designee.
- 9. The Outdoor Heritage Foundation of Alaska is governed by a Board of Directors and a set of bylaws that were mutually agreed upon between the OHFA Board and the ADF&G. The OHFA Board reviews grant applications, and decides on disbursement of funds from the Foundation.
- 10. This agreement shall be in force for 10 years from the date of final signature. The life of the agreement may be extended upon mutual written agreement. The OHFA and the ADF&G may revise this agreement upon the written consent of both of the parties. This agreement may be terminated by either of the parties, provided that 90 days notice is given to the other party.

11. We have read the above and agree to the terms and conditions of this agreement.

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Edward Grasser, President Outdoor Heritage Foundation of Alaska

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Cora Campbell, Commissioner Alaska Department of Fish and Game

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11 / 26 / 2014 Date