

The Virginia Hunter Education Association (VHEA) and The Virginia Department of Game and Inland Fisheries (VDGIF) Partnership Memorandum of Understanding

This Memorandum of Understanding (MOU), effective as of the date of the last signature below, is between The Virginia Hunter Education Association (VHEA) and the Virginia Department of Game and Inland Fisheries (VDGIF) and sets forth the agreed upon roles and responsibilities of the parties in the administration of their relationship, as described below.

Background

The VHEA was officially organized in April of 2007 by a subset of volunteer hunter education instructors from across Virginia. It is an IRS 501(c) 3 non-profit corporation with the primary goal of improving hunter education in Virginia. The role of VDGIF is to administer a mandatory hunter education program in accordance with the Code of Virginia §29.1-300.2. Since its creation, VHEA has worked to assist VDGIF in providing hunter education within the Commonwealth.

Understanding

1. VDGIF and VHEA will continue to work together in furtherance of their mutual goal of providing hunter education in the Commonwealth and will work in concert to promote safe and ethical hunting while promoting morale among both organizations' members.
2. VDGIF will support VHEA in a manner consistent with promoting the Agency's hunter safety education program, wildlife conservation, and hunter recruitment and retention to the extent that Agency priorities and resources permit.
3. The VHEA will assist VDGIF by promoting safe and ethical hunting and hunter recruitment and retention.
4. VDGIF and the VHEA will work in concert to recognize volunteers that put in significant hours or go above and beyond the call of duty to promote hunter safety education. This will be accomplished through awards or recognition that may be deemed appropriate and agreed on by both parties; however, VDGIF or the VHEA may recognize their own members as appropriate irrespective of one another.
5. This MOU is non-exclusive. Both VDGIF and VHEA retain the right to work with other individuals, organizations, and service providers in the advancement of their goals and objectives. Nothing in this MOU shall be construed to require that volunteer hunter education instructors need to be members of the VHEA.
6. This MOU shall not create any financial responsibilities among the Parties, which must be established by separate agreement. VDGIF is not obligated to monetarily support VHEA or its members during VHEA-sponsored events through mileage reimbursements, per diem, meals, or in any other manner.
7. This MOU does not create a partnership or joint venture among the Parties, and does not create an Agency relationship among the Parties or their members, volunteers, or

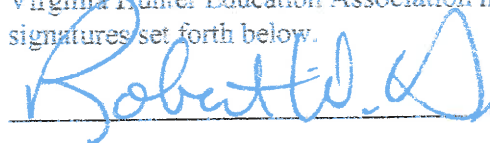
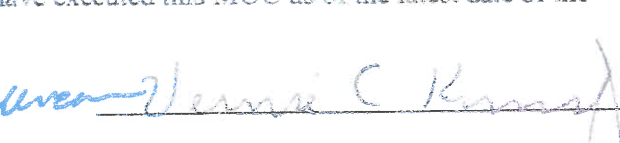
employees. VHEA may not represent itself as a part of VDGIF at any time, including at public events or meetings, Board of Game and Inland Fisheries meetings, or during General Assembly Sessions. Further, VHEA membership may not represent themselves as VDGIF employees or representatives at any time while representing VHEA.

8. This MOU shall not be construed to create an obligation for VDGIF to provide space for the VHEA to conduct its business during VDGIF operations or during VDGIF hunter education or agency events. This includes, but is not limited to, basic and advanced trainings, hunter education dinners and meetings, the Virginia Outdoor Sportsman's Show (VOSS), the State Fair of Virginia, or other similar events. In the event VHEA desires space, accommodations, or assistance from Agency staff it should make such requests in advance and in writing from the VHEA Board to the Hunter Safety Education Program Manager.

VHEA shall carry its own liability policy for its members to ensure they are covered during VHEA-sponsored events. It shall not obligate VDGIF or the Commonwealth under the Commonwealth Risk Management Plan for liability coverage of its members when they are acting on behalf of the VHEA.

9. VHEA members will only identify themselves as VDGIF volunteers when delivering VDGIF-sponsored hunter education classes and, as Agency volunteers, will be covered by the Commonwealth Risk Management Plan for liability coverage.
10. The Parties agree that they will comply with all applicable laws and regulations in the course of performing their obligations under this MOU. Nothing in this MOU shall be construed to modify the statutory duties of VDGIF or to require any action by either party that is in conflict with federal, state, or local law or regulation.
11. The term of this MOU will start on the later date set forth in the signature block below and shall continue in effect until terminated by the Parties. Either Party may terminate this Agreement upon 30 days' written notice to the other Party.
12. This MOU may be modified at any time by mutual written agreement of the parties.

IN WITNESS WHEREOF, The Virginia Department of Game and Inland Fisheries and The Virginia Hunter Education Association have executed this MOU as of the latest date of the signatures set forth below.

Robert W. Duncan, Executive Director
Va. Dept. of Game and Inland Fisheries

President, Va. Hunter Education Association

09/16/2013
Date

03/16/2014
Date