

MEMORANDUM OF UNDERSTANDING  
DEFINING THE ROLES OF THE  
U.S. FISH AND WILDLIFE SERVICE  
AND THE  
NATIONAL MARINE FISHERIES SERVICE  
IN JOINT ADMINISTRATION OF  
THE ENDANGERED SPECIES ACT OF 1973  
AS TO SEA TURTLES

IN RECOGNITION of the current status of sea turtles and the mandate of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*, ESA) to conserve and recover threatened and endangered species;

ACKNOWLEDGING that on July 18, 1977, the U.S. Fish and Wildlife Service (FWS) and the National Marine Fisheries Service (NMFS) (collectively referred to as the Services) entered into a Memorandum of Understanding titled *Defining the Roles of the U.S. Fish and Wildlife Service and the National Marine Fisheries Service in Joint Administration of the Endangered Species Act of 1973 as to Marine Turtles*;

IN ORDER TO facilitate orderly, effective administration of the ESA by the Services (as contemplated in paragraph 4 of the August 28, 1974, Memorandum of Understanding between FWS and NMFS regarding jurisdictional responsibilities and listing procedures under the ESA); and

RECOGNIZING that additional sea turtle species have been listed under the ESA and the Services' respective sea turtle program roles and responsibilities have expanded significantly since the July 18, 1977, Memorandum of Understanding;

THE SERVICES AGREE to the following division of roles and responsibilities for joint coordination and collaboration with respect to the conservation and recovery of sea turtles:

1. NMFS shall have jurisdiction for sea turtles, including parts and products, when in the marine environment (“marine environment” means oceans and seas, bays, estuaries, brackish or riparian water areas, and any other marine waters adjacent to the terrestrial environment) and for activities affecting sea turtles and their habitats in the marine environment, unless explicitly provided for otherwise within this Memorandum of Understanding (MOU).

2. FWS shall have jurisdiction for sea turtles, including parts and products, when in the terrestrial environment and for activities affecting sea turtles and their habitats in the terrestrial environment, unless explicitly provided for otherwise within this MOU. FWS shall also have jurisdiction for all imports and exports of sea turtles, including parts and products.

3. NMFS shall serve as the lead for and coordinator of the Sea Turtle Stranding and Salvage Network (STSSN) to attend to dead or distressed turtles in the marine environment or when washed ashore from the marine environment. Coordination by NMFS of the STSSN may include coordinating placement of stranded turtles at permitted rehabilitation facilities. Within its capacity, FWS shall provide assistance to the STSSN, including within the National Wildlife Refuge system. NMFS shall share STSSN information with FWS to promote the recovery and conservation of sea turtles.

4. FWS shall serve as the lead for and coordinator of permitted facilities holding sea turtles for rehabilitation or captive display. FWS shall share information with NMFS on captive sea turtles and coordinate with NMFS on guidelines and standards for such facilities.

5. All sea turtle petition findings, status reviews, species listings, recovery planning, and post-delisting monitoring activities under section 4 of the ESA shall be the joint responsibility of the Services. Critical habitat designations under section 4 of the ESA solely in the marine environment shall be the responsibility of NMFS, and critical habitat designations solely in the terrestrial environment shall be the responsibility of FWS. Critical habitat designations under section 4 of the ESA that include areas of both the marine and terrestrial environment may be

jointly designated by the Services. The Services shall coordinate with each other when either Service is considering designation of critical habitat for sea turtles.

6. The Services shall use their authorities under section 6 of the ESA to advance the conservation and recovery of sea turtles, as appropriate and as available funds allow. When either Service is developing, renewing, amending, or implementing a section 6 cooperative agreement that includes sea turtles, that Service shall coordinate with the other Service to ensure that such agreements promote the goal of conservation and recovery of sea turtles.

7. All consultations under section 7(a)(2) of the ESA for activities affecting sea turtles and their habitat in the terrestrial environment shall be the responsibility of FWS. All consultations under section 7(a)(2) of the ESA for activities affecting sea turtles and their habitat in the marine environment shall be the responsibility of NMFS. Joint biological opinions are often the most efficient way to implement the Services' authorities and provide clarity to action agencies and applicants. The Services shall coordinate with each other at the earliest opportunity on section 7 consultations for activities that may affect sea turtles in both the terrestrial and marine environments and shall decide whether a joint consultation is warranted. The Services shall exchange information annually with regard to incidental take of sea turtles authorized under section 7(a)(2) of the ESA. As envisioned in section 7(a)(1), the Services shall use other programs under their authorities, as appropriate, to support sea turtle recovery and conservation. As appropriate, to support sea turtle recovery, the Services shall coordinate on section 7(a)(1) conservation plans that have both marine and terrestrial components.

8. All rules or permits issued under sections 4(d) or 10 of the ESA for otherwise prohibited activities involving sea turtles and their habitat in the terrestrial environment shall be the responsibility of FWS. All rules or permits issued under sections 4(d) or 10 of the ESA for otherwise prohibited activities involving sea turtles and their habitat in the marine environment shall be the responsibility of NMFS. The Services shall provide each other an opportunity to review and comment on all rules or permits under consideration for issuance under section 4(d) or 10 of the ESA. The Services shall coordinate when a section 10(a)(1) conservation plan has

both marine and terrestrial components. The Services shall exchange information annually with regard to take and other activities involving sea turtles authorized under sections 4(d) and 10.

9. FWS shall coordinate with NMFS prior to issuing or denying any Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) permit or certificate involving the import, export, re-export, or introduction from the sea of sea turtles or their parts.

10. The Services shall coordinate with each other on international efforts to promote the global conservation and recovery of sea turtles and their habitats.

#### Law Enforcement

11. Both NMFS and FWS have authority to enforce the ESA's prohibitions with respect to sea turtles. The Services will collaborate on law enforcement activities, where joint enforcement efforts would be beneficial, to advance the conservation and recovery of sea turtles. The following paragraphs clarify primary areas of enforcement jurisdiction for NMFS and FWS. However, nothing shall preclude either Service from taking enforcement action outside their primary jurisdiction when such action is coordinated with the other Service.

11.1 NMFS shall have primary enforcement jurisdiction for violations in the marine environment, and for activities affecting sea turtles and their habitats in the marine environment, except as provided for in paragraphs 11.3 and 11.4.

11.2 FWS shall have primary enforcement jurisdiction for violations in the terrestrial environment, and for activities affecting sea turtles and their habitats in the terrestrial environment, except as provided for in paragraph 11.3 of this section.

11.3 NMFS and FWS will each have primary enforcement jurisdiction for violations occurring on lands and in waters administered by their respective agencies (i.e., National Wildlife Refuges, National Marine Sanctuaries).

11.4 FWS shall have primary enforcement jurisdiction for all imports and exports of sea turtles, including their parts and products, regardless of the means of conveyance.

### General Provisions

12. Nothing in this MOU is intended to obligate any appropriated funds from any agency in conflict with any Federal law or regulation.

13. Should disagreement arise on the interpretation of the provisions of this MOU, or amendments or revisions thereto, that cannot be resolved at the operating level, the areas of disagreement shall be stated in writing by each Service and presented to the other Service for consideration. If agreement on interpretation is not reached within 30 days, the Services shall forward the written presentation of the disagreement to respective higher officials within their Department for appropriate resolution.

14. This MOU between FWS and NMFS will become effective by the signatures of the representing officials on the date of signature by the last Director/Assistant Administrator. The MOU will remain in effect until amended in writing or superseded by a new agreement.

15. Upon becoming effective, this MOU supersedes the July 18, 1977, Memorandum of Understanding Defining the Roles of the U.S. Fish and Wildlife Service and the National Marine Fisheries Service in Joint Administration of the Endangered Species Act of 1973 as to Marine Turtles.

16. Nothing in this MOU is intended to conflict with the current authorities of the Services. If any terms of this MOU are inconsistent with existing directives of the Services, then those portions of the agreement that are determined to be inconsistent may be considered to be invalid,

but the remaining terms of this agreement not affected by inconsistency will remain in full force and effect. Nothing in this MOU provides a private right of action to other parties.

17. The terms of this MOU may be amended upon written agreement of both Services, either by amendment of this MOU in writing or by entering into a new agreement, whichever is deemed expedient by both Services.

18. Either of the Services may cancel this MOU upon 30 days written notice to the other Service.



Eileen Sobeck  
Assistant Administrator  
National Marine Fisheries Service

9/9/2015

Date



Dan Ashe  
Director  
U.S. Fish and Wildlife Service

9.18.2015

Date