

## **SUASCO Cooperative Invasive Species Management Area**

Log of changes to the MOU

### **December 4, 2008 – filename = SAUSCO\_CISMA\_MOU\_Draft\_120408.doc**

'DRAFT' removed from title and document posted on Great Meadows NWR website.

### **February 5, 2009 – filename = SAUSCO\_CISMA\_MOU\_Draft\_020509.doc**

Based on a recommendation from SVT, the following changes were made to Section IV. Paragraph H:

#### *Previous*

H. MUTUAL HOLD HARMLESS. Each Party shall maintain its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOU. **All Parties agree to hold each other** harmless from and against all actions, claims, damages, costs directly and indirectly arising out of, or in connection with, any and all activities and undertakings carried out by **them** in relation to this Agreement.

#### *Current*

H. MUTUAL HOLD HARMLESS. Each Party shall maintain its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOU. **Each party agrees to hold the others** harmless from and against all actions, claims, damages and costs directly and indirectly arising out of, or in connection with, any and all activities and undertakings carried out by **such party** in relation to this Agreement.

### **April 2<sup>nd</sup>, 2009 – filename = SAUSCO\_CISMA\_MOU\_Draft\_040109.doc**

Based on requirements for federal agencies, the following change was made to Section IV. Paragraph H.:

#### *Previous*

H. MUTUAL HOLD HARMLESS. Each Party shall maintain its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOU. Each party agrees to hold the others harmless from and against all actions, claims, damages and costs directly and indirectly arising out of, or in connection with, any and all activities and undertakings carried out by such party in relation to this Agreement.

#### *Current*

H. MUTUAL HOLD HARMLESS. Each Party shall maintain its own insurance coverage, through commercial insurance, self-insurance, or a combination thereof, against any claim, expense, cost,

damage, or liability arising out of the performance of its responsibilities pursuant to this MOU. Each party agrees to hold the others harmless from and against all actions, claims, damages and costs directly and indirectly arising out of, or in connection with, any and all activities and undertakings carried out by such party in relation to this Agreement, **provided that this obligation shall not apply to the U.S. Fish and Wildlife Service or the National Park Service.**

And the following change was made to Section IV. Paragraph K.

*Previous*

K. COMMENCEMENT/EXPIRATION DATE. This MOU is in effect for each signatory from the **point they sign** this document and shall automatically renew on an annual basis unless terminated by the Steering Committee by giving at least 30 days electronic notification to the entire membership.

*Current*

K. COMMENCEMENT/EXPIRATION DATE. This MOU is in effect for each signatory from the **date of execution** of this document and shall automatically renew on an annual basis unless terminated by the Steering Committee by giving at least 30 days electronic notification to the entire membership.

**April 28, 2009 – filename = SAUSCO\_CISMA\_MOU\_042809.doc**

Changed paragraph IV.B. to identify Mass Audubon as fiscal agent: “Mass Audubon will serve as the initial fiscal agent and will receive and disburse funds related to the project as directed by the Steering Committee.”

Inserted contact information for future signatories in paragraph IV.J.

Inserted signatory pages included committed parties as of 4/28/09.

Inserted list of participant organizations and main contacts as of 4/28/09.