

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND
DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY
AND
PHEASANTS FOREVER

This Memorandum of Understanding (MOU) is entered into between the Department of Agriculture's (USDA's) Natural Resources Conservation Service (NRCS), USDA's Farm Service Agency (FSA), and Pheasants Forever, Inc. and Quail Forever, a division of Pheasants Forever, Inc. (Pheasants Forever, Inc. and Quail Forever are herein referred to as PF).

I. AUTHORITIES

This MOU is entered into in accordance with the Food Security Act of 1985 as amended (16 U.S.C. § 3841 *et seq.*).

II. INTRODUCTION

NRCS provides planning, technical and financial assistance for the conservation of natural resources on private lands. Wildlife is an important resource concern of NRCS in their conservation programs and projects. Many species of upland wildlife, including pheasants, have specific habitat requirements that must be met to complete their life cycle. USDA conservation programs such as the Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP) and Wildlife Habitat Incentives Program (WHIP), Environmental Quality Incentives Program (EQIP), and the Conservation Stewardship Program (CSP) help protect, restore and enhance upland wildlife habitats.

On behalf of the Commodity Credit Corporation (CCC), FSA administers the Conservation Reserve Program (CRP), the largest private lands program for conservation, which is used extensively throughout the United States for upland wildlife habitat and conservation. Many species of upland wildlife including pheasants, quail, and other

wildlife, have specific habitat requirements that are protected and restored through FSA's programs.

The mission of PF is to enhance pheasant, quail and other wildlife populations in North America through habitat improvement, public awareness, education, and land management benefiting landowners and wildlife.

The parties have a mutual interest in successfully implementing the conservation programs of the Food, Conservation, and Energy Act of 2008 (Farm Bill) on the nation's private lands.

III. PURPOSE

The purpose of this MOU is to establish a framework of cooperation among NRCS, FSA, and PF to maintain and enhance the productivity of pheasant, quail, and other wildlife habitats on private and public lands. Such activities include, but are not limited to, pheasant, quail and other upland bird habitat conservation projects, habitat restoration, technical assistance, delivery of information and educational materials, collaboration on habitat and wildlife research, and development of habitat restoration and enhancement techniques.

IV. RESPONSIBILITIES

A. PF agrees to:

1. Provide NRCS and FSA with information regarding the status of pheasants, quail, and other wildlife populations, habitat restoration and management techniques, PF's Farm Bill Biologist program and capacity building efforts, and progress in implementing the goals and objectives of PF.
2. Inform all PF members and the general public about pheasant, quail and associated wildlife habitat and conservation projects conducted cooperatively with NRCS and/or FSA.
3. Assist in the training of NRCS and FSA personnel relative to pheasant, quail and associated wildlife conservation, management and habitat restoration.

B. NRCS and FSA agree to:

1. Provide training, as the agencies determine necessary, to NRCS and FSA staff on pheasant, quail and other wildlife habitat conservation on cropland and other appropriate land using as a technical source the technical information provided by PF.

2. Utilize each agency's public information program to inform private landowners about pheasants and quail and associated wildlife habitat conservation practices and programs, including when appropriate, distribution of technical and financial assistance information available through PF.
3. Provide information to PF on farm bill conservation programs and activities that positively affect pheasant, quail and other upland wildlife conservation and habitat restoration.
4. Provide conservation program data and seek technical guidance from PF regarding the improvement of conservation techniques and practices.
5. Comply with section 1619 of the Farm Bill with respect to the disclosure of information while providing assistance under this MOU.

It is mutually agreed upon by all three parties:

1. To collectively identify and develop cooperative projects and programs conducted under this MOU that advance pheasant, quail and other wildlife habitat conservation with private landowners and operators.
2. To periodically review the progress of programs or projects developed under this MOU and plan future program direction as appropriate.
3. To provide recognition of NRCS, FSA, PF members, and the general public on all projects or programs conducted under this MOU.
4. That this MOU is neither a fiscal nor funds obligating document. Any endeavor by either party that involves the reimbursement, contribution of funds, and transfer of anything of value between the parties will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors shall be outlined in separate agreements, shall be made in writing by representatives of both parties, and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
5. This MOU in no way restricts any party from participating in similar activities with other public or private agencies, organizations, and individuals.
6. That each party agrees that it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other parties and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, under this MOU,

and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the projects under and pursuant to this MOU. The USDA's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671-80);

7. Employees of NRCS and FSA will participate in efforts under this MOU solely as representatives of NRCS and FSA. To this end, they will not serve or participate as directors, officers, or employees of PF or otherwise serve or hold themselves out as representatives of PF. They will not assist PF with efforts to lobby Congress, or to raise money through fund-raising efforts. NRCS and FSA employees must avoid any conflict of interest, or the appearance thereof, related to efforts under this MOU. Further, NRCS and FSA employees will report to their immediate supervisor any negotiations or discussions that they have with PF concerning future or potential future employment and upon engaging in such discussions or negotiations, will refrain from participation in matters regarding PF until approved by the applicable agency.

V. TECHNICAL/ADMINISTRATIVE CONTACTS

- NRCS —

Terrell Erickson, National Biologist,
Ecological Sciences Division (Technical Contact)
USDA Natural Resources Conservation Service
P.O. Box 2890, Room 6154-S
Washington, DC 20013-2890

- FSA —

Beverly Preston
Conservation Reserve Program Administrator, (Technical Advisor)
USDA Farm Service Agency
1400 Independence Ave. SW
Washington, DC 20250

Lynn Tjeerdsma
Assistant Deputy Administrator for Farm Programs (Administrative Contact)
USDA Farm Service Agency
Room 3612 South Building
1400 Independence Ave. SW
Washington, DC 20250-0510

- PF —

Dave Nomsen, Vice President of Governmental Affairs

Pheasants Forever
1783 Buerkle Circle
St. Paul, Minnesota 55110

Ron Leathers, Public Finance Director

Pheasants Forever
1783 Buerkle Circle
St. Paul, MN 55110

VI. DURATION

This MOU shall become effective the date of the last signature and continue in effect for a period of five years which is currently the amount of time permitted under the statutory limitations. This MOU may be cancelled, renegotiated, amended or modified by a written amendment through an exchange of correspondence between authorized officials of the signatory parties.

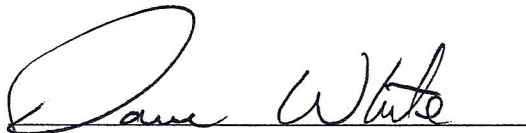
Any party to this MOU may terminate or withdraw from this MOU at any time before the expiration date by providing a 30-day written notice to all other parties to this MOU and a copy to the NRCS grants and agreements office. See address in part V. of MOU.

VII. PROVISIONS

A. All activities and programs conducted under this MOU shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 C.F.R. Part 15, Subpart A), which provide that, "no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, martial status, or handicap be excluded from participation in, be denied the benefits or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from USDA or any agency thereof."

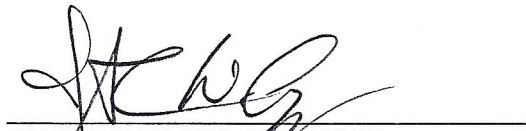
B. All activities conducted under this MOU shall be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

Accepted by:



DAVE WHITE
Chief
Natural Resources Conservation Service

2-19-10
DATE



JONATHAN W. COPPESS
Administrator
Farm Service Agency

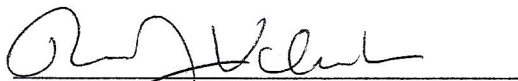
2/19/2010
DATE



HOWARD VINCENT
C.E.O. and President
Pheasants Forever, Inc

2/26/10
DATE

Approved by:



THOMAS J. VILSACK
Secretary of Agriculture

2/26/2010
DATE