

MEMORANDUM OF UNDERSTANDING
Between
DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY
And
QUALITY DEER MANAGEMENT ASSOCIATION

This Memorandum of Understanding (MOU) is between the United States Department of Agriculture's (USDA's) Farm Service Agency (FSA) on behalf of the Commodity Credit Corporation (CCC) and the Quality Deer Management Association (QDMA).

ARTICLE 1 – Purpose

The purpose of this MOU is to establish a framework of cooperation between FSA and QDMA relative to maintaining and enhancing the productivity of wildlife habitats on private and public lands. Such activities include, but are not limited to, habitat conservation projects, provision of technical assistance, delivery of information and educational materials, collaboration on habitat and wildlife research, sharing of certain information, and development of habitat enhancement techniques.

ARTICLE 2 – Introduction

On behalf of CCC, FSA administers the Conservation Reserve Program (CRP), the largest private lands program for conservation including wildlife habitat in the United States. Wildlife is an important resource concern of FSA. CRP helps protect, restore, and enhance essential upland wildlife habitats.

QDMA is dedicated to promoting sustainable, high-quality, deer populations, wildlife habitats and ethical hunting experiences through education, research and management in partnership with hunters, landowners, natural resource professionals and the public.

ARTICLE 3 - Authority

This MOU is entered into in accordance with the Food Security Act of 1985, as amended [16 USC 3801 et seq.]. Other authorities may also apply.

ARTICLE 4 - Responsibilities

QDMA agrees to:

- (a) provide FSA with information regarding the status of wild deer populations, habitat restoration and management techniques, and progress in implementing the objectives of QDMA;
- (b) inform all QDMA members and the general public about wild deer and associated wildlife conservation projects conducted cooperatively with FSA; and
- (c) assist in the training of FSA personnel relative to wild deer and associated wildlife conservation and management.

FSA agrees to:

- (a) provide training as it deems necessary to FSA staff on wild deer and other wildlife conservation on croplands and other associated lands using as a technical source, when deemed appropriate by FSA, the current technical information provided by QDMA;
- (b) utilize its public information resources to inform private landowners in connection with FSA-administered USDA programs about wild deer and associated wildlife conservation practices and programs, including when appropriate distribution of technical and financial assistance information which becomes available through QDMA; and
- (c) consistent with all public laws and rules and subject to their limitations, provide information to QDMA on FSA-administered conservation programs and activities that positively affect wild deer conservation programs, and seek technical assistance from QDMA, when deemed appropriate by FSA, on the improvement and implementation of conservation techniques and practices.

It is mutually agreed upon by both parties:

- (a) to collectively identify and develop cooperative projects and programs conducted under this MOU that advance wild deer management and other wildlife habitat conservation with private landowners and operators;
- (b) to periodically review the progress of programs or projects developed under this MOU and plan future program direction as appropriate;
- (c) to provide credit to FSA and QDMA and its members on all projects or programs conducted under this MOU;
- (d) that this MOU is neither a fiscal- nor funds-obligating document. Any endeavor by either party that involves the reimbursement, contribution or funds, and transfer of

anything of value between the parties shall be subject to available funding and 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;

- (e) this MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals;
- (f) each party agrees that it will be responsible for its own actions and results, thereof. Accordingly, each party is responsible for any injury to persons or property resulting in any manner from the conduct of its own operations, and those of its agents or employees occurring in furtherance of the objectives of this MOU; and
- (h) that 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, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Department of Justice regulations enforcing nondiscrimination requirements, and Department of Agriculture rules and regulations regarding nondiscrimination. Compliance ensures access in all aspects of program delivery of benefits and services to the public without regards to race, color, national origin, age, disability, marital status, familial status, parental status, sexual orientation, or because all or part of an individual's income is derived from any public assistance programs; and that 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).

ARTICLE 5 – Technical/Administrative Contacts

FSA

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QDMA

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Executive Director / Wildlife Biologist
Quality Deer Management Association
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ARTICLE 6 - Duration

This MOU shall become effective the date of the last signature and will continue to be in effect for a period of five years or until it is modified or terminated. This MOU may be modified or amended upon written consent of both parties. This MOU may be terminated with a 30-day written notice from either party.

Accepted by:

1st/ John A. Johnson

JUN 23 2006

John A. Johnson
Deputy Administrator for Farm Programs
Farm Service Agency

Date

1st/ Brian Murphy

JUN 23 2006

Brian Murphy
Executive Director
Quality Deer Management Association

Date

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