

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**The FARM SERVICE AGENCY DEPARTMENT OF AGRICULTURE**  
**And**  
**DUCKS UNLIMITED**

This Memorandum of Understanding (MOU) is between the Farm Service Agency (FSA) Department of Agriculture (USDA) and Ducks Unlimited, Inc. (DU).

**I. INTRODUCTION**

On behalf of the Commodity Credit Corporation, FSA administers the Conservation Reserve Program, the largest private lands program for conservation in the United States, which includes wildlife habitat. Wildlife is an important resource concern addressed by this program.

DU's mission is to conserve, restore, and manage wetlands and associated habitats for North America's waterfowl. These habitats also benefit other wildlife species.

**II. PURPOSE**

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

**III. RESPONSIBILITIES**

A. DU agrees to:

1. provide FSA with information regarding the status of waterfowl populations, habitat restoration and management techniques, and progress in implementing the objectives of DU;

*Accepted*  
*07-18-06*

2. inform all DU members and the general public about waterfowl and associated wildlife conservation projects conducted cooperatively with FSA; and
3. assist in the training of FSA personnel relative to waterfowl and associated wildlife conservation and management.

B. FSA agrees to:

1. provide training as it deems necessary to FSA staff on waterfowl 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 DU;
2. utilize its public information resources to inform private landowners, in connection with FSA-administered USDA programs, about waterfowl and associated wildlife conservation practices and programs; and
3. provide information to DU on administered FSA conservation programs and activities that positively affect waterfowl conservation programs, and seek technical information from DU, when deemed appropriate by FSA, on the improvement of conservation techniques and practices.

C. It is mutually agreed upon by both parties:

1. to collectively identify and develop cooperative projects and programs conducted under this MOU that advance 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. that this MOU does not create any legal obligation or either prior to expend any funds under its control. Any endeavor by either party that involves the reimbursement, contribution of funds, or transfer of anything of value between the parties shall be subject to available funding and will be conducted in accordance with applicable laws.
4. that this MOU in no way restricts either party from participating in any activity with other public or private agencies, organizations, and individuals;
5. that each party agrees that it will be responsible for its own actions. 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;

**IV. TECHNICAL/ADMINISTRATIVE CONTACTS**

**A. FSA**

Sally Benjamin, National Wildlife Biologist  
USDA/FSA/CEPD/Stop 0513  
1400 Independence Avenue, S.W.  
Washington, D.C. 20250-0513  
(202) 720-6303

Beverly Preston, Conservation Reserve Program Manager  
USDA/FSA/CEPD/Stop 0513  
1400 Independence Avenue, S.W.  
Washington, D.C. 20250  
(202) 720-9563

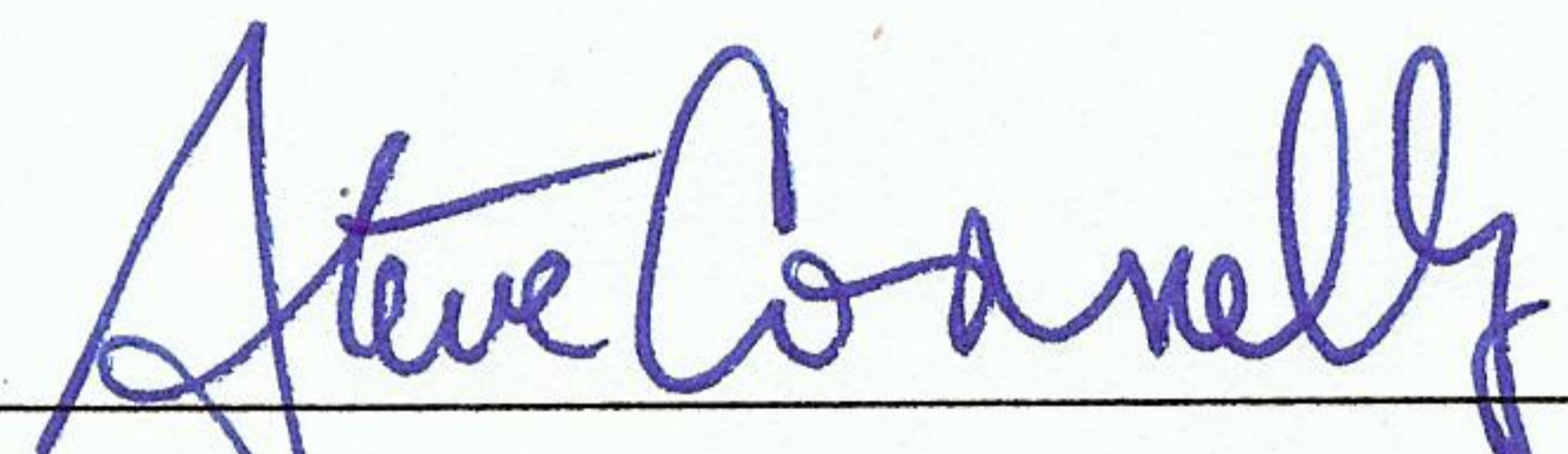
**B. DU**

Alan Wentz, Group Manager Conservation Programs  
Ducks Unlimited, Inc.  
One Waterfowl Way  
Memphis, TN 38120

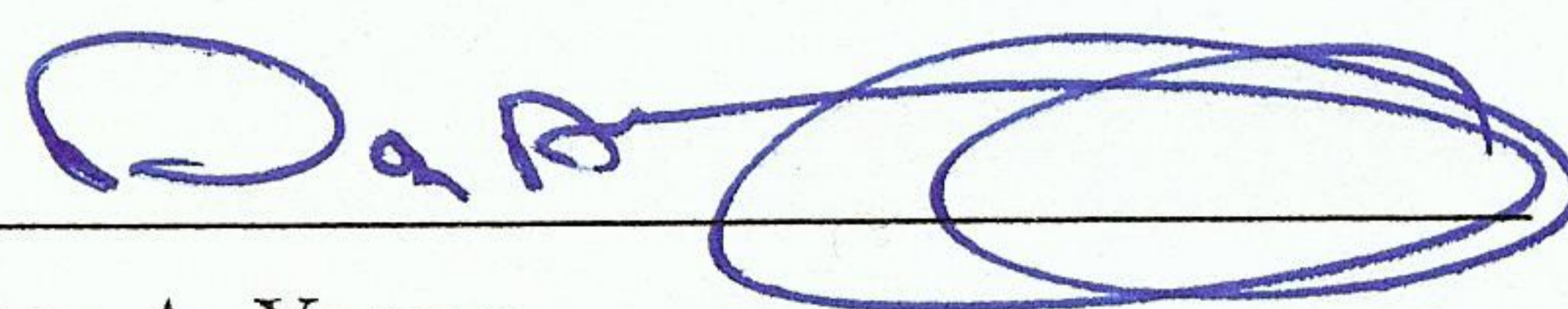
**V. DURATION**

This MOU shall become effective the date of the last signature and will continue to be in effect for a period of 5 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:

  
\_\_\_\_\_  
Steve Connelly  
Assistant Deputy Administrator for Farm Programs  
Farm Service Agency

9-17-05  
DATE

  
\_\_\_\_\_  
Don A. Young  
Executive Vice President  
Ducks Unlimited, Inc.

9/17/05  
DATE