

SERVICE-WIDE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DUCKS UNLIMITED, INC  
AND  
UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

This SERVICE-WIDE MEMORANDUM OF UNDERSTANDING (SW-MOU) is hereby made and entered into by and between DUCKS UNLIMITED, INC., hereinafter referred to as Ducks Unlimited, and UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE, hereinafter referred to as the Forest Service; collectively both are referred to as Parties.

This SW-MOU hereby supersedes and replaces the 1984 and 1999 Memorandum of Understandings (84-SMU-004 and 99-MOU-028) as executed by both parties on March 14, 1984 and December 14, 1998.

A. PURPOSE.

The purpose of this SW-MOU is to expand the framework for cooperation and coordination between the Forest Service and Ducks Unlimited as a mechanism to support and streamline program development and project implementation.

This SW-MOU expands conservation considerations to include areas such as water quality, greenhouse gas emissions, wetland mitigation and other areas of ecosystem services as possible mitigation for climate change. It will forge the basis for joint planning and accomplishment of mutually beneficial projects and activities that maintain and enhance productive wildlife habitats on Forest Service lands, and private lands participating in Forest Service programs, where linkages of mutual benefit are clearly demonstrated. Such cooperation will benefit public and privately-held natural resources, the Parties, and the people of the United States.

The United States Department of Agriculture, Forest Service, and Ducks Unlimited, Inc., began a partnership in 1984 by joining with the Department of Interior, Fish and Wildlife Service, and Bureau of Land Management in signing a multi-agency Memorandum of Understanding (84-SMU-004). This document replaces the 1984 and 1998 Memorandum of Understandings, and provides a broader foundation for the partnership between Ducks Unlimited and the Forest Service.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is responsible for management of the National Forests and Grasslands, comprising 193 million acres across 44 States. Collectively these lands are known as the National Forest System. The Forest Service is dedicated to ensuring the sustainability of the Nation's natural resources, including fish, wildlife, and plant

species and the ecosystems upon which they depend. The agency is also responsible for increasing the publics' knowledge, awareness and appreciation of natural resources.

The Forest Service accomplishes much of its work through cooperative relationships and effective partnerships developed in all four branches of the agency: the National Forest System, Research and Development, International Programs and State and Private Forestry.

Through State and Private Forestry, and International Programs, the Forest Service shares its expertise with other landowners and land stewards, in rural and urban settings and nationally and internationally. This work links people from the inner city to the rural countryside, to resources, ideas, and to one another. The Office of International Programs supports sustainable land management in other parts of the world through cooperative research, technical assistance, and training.

Ducks Unlimited, Inc. is a private, 501(c)(3) non-profit conservation corporation established in 1937 whose mission is to fulfill the annual life cycle needs of North American waterfowl. Since its founding, Ducks Unlimited has accepted this basic principle: Waterfowl conservation must ultimately focus on the protection and restoration of ecologically functional habitat complexes and systems. This includes basic research to better understand the functions and values of wetlands, riparian areas, associated uplands, and the flora and fauna they support, as well as project enhancement, restoration, and creation. It also includes technology transfer, so that other land managers may have state-of-the-art information available to guide them in their management decisions. Ducks Unlimited also manages an international conservation program, enabling them to better address the full life cycle needs of North American migratory birds.

Where appropriate, it is the desire of both parties to cooperate with each other on matters relating to national and international conservation of resources, of waterfowl conservation, and the ecosystems on which all wildlife depend. Cooperative efforts and jointly implemented activities may include but are not limited to:

1. Efforts to expand capabilities to participate in education, outreach and conservation through stewardship, research, and intergovernmental coordination.
2. The Parties participation in regional “**Joint Ventures**” and consideration of congressionally mandated State “**Action Plans**” as a basis for implementing conservation partnerships will be essential. Through this SW-MOU the Parties can better deliver a full spectrum of conservation through regionally based, science-driven, landscape-oriented programs to improve efficiency between other agencies and NGO’s.
3. The Parties embracing activities in the North America Waterfowl Management Plan (NAWMP), which calls for “**Joint Venture**” partnerships among public and private

agencies, groups and individuals, to restore habitat in key migratory bird ranges throughout North America and address waterfowl populations of international concern.

4. The Parties activities in other migratory bird strategic planning and habitat improvement programs, such as “Joint Ventures”, Partners in Flight, the U.S. Shorebird Conservation Strategy, and the North American Colonial Waterbird Conservation Plan.
5. The Parties recognizing that the geographic ranges and habitat types of many migratory birds extend across national and international boundaries; and that an integrated approach to conservation research, education, and management will lead to greater benefits to the wetlands, riparian areas, associated uplands, and the people who depend on them.

C. FOREST SERVICE SHALL:

1. Cooperate in the restoration, enhancement, and conservation of floodplain habitats in a manner that meets human needs, and protects the natural biological communities and diversity of the ecosystems. Encourage all branches and staff to improve integrated management, and support for activities that protect, conserve and restore wetland, riparian, and associated upland habitats at the landscape level.
2. Make National Forest System lands available for partnership projects with Ducks Unlimited, when appropriate, subject to applicable Federal law, regulations, forest plans, and approval by the appropriate Forest Service official. As projects are defined and land is made available, specific activities and necessary permits will be documented in separate agreements.
3. Maintain and enhance its role in implementing the NAWMP objectives by: participating in Joint Venture Management Boards and/or State steering committees; acquiring, protecting, restoring, enhancing, and managing land containing wetlands, riparian areas, and associated uplands that provide habitat key to migratory bird species; and participating in Joint Venture efforts regarding analysis and monitoring of the NAWMP implementation.
4. Work through State and Private Forestry and International Programs to encourage sound ecosystem management of wetlands, riparian areas, and associated uplands on private lands, and with international partners. Support and encourage technology transfer regarding protection, enhancement, and management of privately owned lands, both in the United States and abroad.
5. Work through the Research & Development branch to collaborate on projects of mutual interest with Ducks Unlimited and other partners to increase the information base in support of adaptive management for ecosystem management, as well as management and monitoring of migratory bird habitat.

6. Work to identify opportunities for cooperative conservation activities (e.g. projects, programs, conferences, etc.) that meet human needs and protect the natural biological communities and diversity of the ecosystem.
7. Communicate the creation, intent, and execution of this SW-MOU to all Forest Service offices and partners; to make lands available for projects and actively identify opportunity areas for the future.
8. Meet annually, or as needed, with representatives of Ducks Unlimited to collaboratively plan, discuss, and negotiate guidelines for project proposals that meet the objectives of this SW-MOU.

D. DUCKS UNLIMITED SHALL:

1. Cooperate in the restoration, enhancement, and conservation of floodplain habitats, thereby furthering its objectives to include not only National Forest System lands, but an integrated ecosystem approach, addressing wetland, riparian, and associated upland issues at a landscape level.
2. Provide resources and technical assistance as appropriate to review Forest Service habitat enhancement, restoration, protection, research, inventory, and monitoring proposals, as well as those for future opportunities on Forest Service, other public and private lands, and plan future program direction.
3. Upon request and as appropriate, provide information and technical assistance to the Forest Service in matters pertaining to waterfowl habitat management. This collaboration will be documented in a separate agreement, as appropriate.
4. Expand collaboration with the Forest Service and other partners to increase the information base in support of adaptive management for ecosystems, as well as management and monitoring of migratory bird habitat.
5. Communicate the creation and signing of this Memorandum of Understanding and methods for its implementation, to all Ducks Unlimited offices.
6. Meet annually, or as needed, with representatives of the Forest Service to collaboratively plan, discuss, and negotiate guidelines for project proposals that meet the objectives of this SW-MOU.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or Ducks Unlimited from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **COMMENCEMENT/EXPIRATION/TERMINATION.** This SW-MOU takes effect upon the signature of the Forest Service and Ducks Unlimited, and shall remain in effect for 10 years from the date of execution. This SW-MOU may be extended or amended upon written request of either the Forest Service or Ducks Unlimited and subsequent written concurrence of the other(s). Either the Forest Service or Ducks Unlimited may terminate the SW-MOU with a 60-day written notice to the other(s).
4. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

***Forest Service Project Contact***

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5. **NONBINDING AGREEMENT.** This SW-MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties will manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this SW-MOU. Nothing in this SW-MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This SW-MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party will be operating under its own laws, regulations, and policies, subject to the availability of appropriated funds.

