### MEMORANDUM OF UNDERSTANDING

### Among

### National Cattlemen's Beef Association Public Lands Council Safari Club International Ducks Unlimited

## To Promote the Conservation of Natural Resources through Active Management

This Memorandum of Understanding (MOU) is entered into by:

The National Cattlemen's Beef Association (NCBA), the Public Lands Council (PLC), Safari Club International (SCI), and Ducks Unlimited (DU), hereinafter referred to collectively as the "Private Organizations".

#### PURPOSE I.

The purpose of this MOU is to develop and expand a framework of cooperation among the participating parties (Parties) to promote the conservation of wildlife through the harvest of animals and common principles related to the identification, development, and management of resources related to mobile wildlife habitat needs. These activities complement each other and fit seamlessly into the respective missions of the Parties and serve the mutual interests of the Parties and the public.

#### II. THE PRIVATE ORGANIZATIONS

- 1. The National Cattlemen's Beef Association is the cattle industry's largest and oldest national trade association, representing American cattle producers who manage a large part of America's private property.
- The Public Lands Council is the only national organization representing the 22,000 2. western ranchers who hold federal grazing permits and care for over 250 million acres of federal public lands.
- 3. Safari Club International is the leading voice in the fight to protect the freedom to hunt and promote wildlife conservation, both in the United States and Internationally.
- 4. Ducks Unlimited is the world's leader in wetlands and waterfowl conservation. DU conserves, restores, and manages wetlands and associated habitats for North America's waterfowl. These habitats also benefit other wildlife and people.

#### III. **AUTHORITIES**

This agreement is entered into under the following authorities:

- 1. Fish and Wildlife Programs Improvement and National Wildlife Refuge System Centennial Act of 2000, Public Law 106-408
- 2. Take Pride in America Act, Public Law 101-628
- 3. Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1544)
- Migratory Bird Treaty Act, of 1918, as amended (16 U.S.C. 703-711)
  Bald and Golden Eagle Protection Act of 1940, as amended (16 U.S.C. 668-668d)
- 6. National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347)
- 7. Fish and Wildlife Act of 1956, as amended (16 U.S.C. 2901-2911)
- 8. Secretarial Order 3356 Hunting, Fishing, Recreational Shooting and Wildlife Conservation Opportunities and Coordination with States, Tribes and Territories

#### IV. STATEMENT OF MUTUAL BENEFIT AND INTEREST

The Parties have a common interest in the conservation of America's natural resources. The Parties agree that the harvest of animals and thoughtful implementation of science-based wildlife habitat conservation are important tools to ensure conservation of our natural resources. The raising of beef cattle on ranching and farming operations yields open spaces that are crucial for maintaining our natural resources, and sportsmen activities cannot function without maintaining wildlife habitat.

# V. RESPONSIBILITIES OF THE PRIVATE ORGANIZATIONS

The Private Organizations agree that this MOU shall be implemented to the extent practicable in harmony with evolving requirements of organizational missions, subject to the availability of resources and budgetary limits. The Private Organizations shall:

- 1. Educate and engage agricultural producers and sportsmen in voluntary conservation programs offered by the USFWS;
- 2. Promote voluntary partnership programs to member stakeholders, such as the Partners for Fish and Wildlife;
- 3. Encourage close working relationships with cooperating landowners and land managers, and the FWS Partners Program to accomplish goals in conservation and land stewardship on working lands;
- 4. Facilitate accomplishment of voluntary conservation tasks, including conservation measures that improve wildlife habitat, in partnership with cooperating landowners and land managers, and the Partners for Fish and Wildlife program;
- 5. Share best practices on innovative and successful voluntary conservation efforts;
- 6. Increase public awareness of accomplishments achieved by the USFWS Partners for Fish and Wildlife program; and
- 7. Emphasize a collaborative approach to natural resource conservation.

# VI. MUTUAL AGREEMENT

- 1. The Parties will manage their own activities and utilize their own resources, including expenditure of their own funds, in coordination with the other Parties, in pursuing the objectives of this MOU.
- 2. Nothing in this MOU may be construed to obligate the Private Organizations to spend funds on any particular project or purpose, even if funds are available.
- 3. This MOU in no way restricts any Party from participating in similar activities with other public or private entities, agencies, governments, organizations, or individuals.
- 4. Any of the Parties, upon 60 days' written notice, may terminate its participation in this MOU in whole, or in part, at any time before the date of expiration.
- 5. This MOU takes effect on the date it is fully executed and will expire ten years from its effective date.
- 6. By signature below, each party certifies that the individuals listed in this document as representatives of the Private Organizations are authorized to act in their respective areas for matters related to this MOU.
- 7. This MOU may be amended at any time by mutual written agreement of all of the Parties.

# VII. PRINCIPAL CONTACTS

The following individuals will be the principal contacts for their respective organizations; however, any party may substitute other individuals upon written notice to the other parties.

Marty Smith, President National Cattlemen's Beef Association POC: Ethan Lane Vice President of Government Affairs

Robert Skinner, President Public Lands Council POC: Kaitlynn Glover Executive Director Adam Putnam, Chief Executive Officer Ducks Unlimited POC: Zach Hartman Chief Policy Officer

W. Laird Hamberlin, Chief Executive Officer Safari Club International

Date: \_\_\_\_\_