

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL ASSOCIATION
OF CONSERVATION DISTRICTS
AND
THE UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE**

This Memorandum of Understanding (MOU) is made and entered into by and between the National Association of Conservation Districts, hereinafter known as the NACD, and the Department of the Interior, U.S. Fish and Wildlife Service, hereinafter known as the FWS. This agreement is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.), the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended, and the bylaws of the NACD.

I. PURPOSE:

The purpose of the MOU is to establish a general framework for cooperation between the NACD and the FWS to:

- Encourage close working relationships between the NACD, State associations of conservation districts, conservation districts, cooperating landowners and land managers, and the FWS to accomplish goals in conservation matters of mutual interest, particularly in the management of Federal trust fish and wildlife species and their habitats.
- Facilitate accomplishment of conservation tasks as may be planned by the NACD, State associations of conservation districts, conservation districts, cooperating landowners and land managers, and the FWS.
- Provide the opportunity for use or exchange of services, personnel, equipment, and facilities to achieve conservation goals of mutual interest to the NACD and the FWS.

II. STATEMENT OF MUTUAL INTEREST AND MUTUAL BENEFITS:

Founded in 1946, the NACD is a private, nonprofit organization that serves as the national voice for the nation's 3,000 conservation districts which are local subdivisions of State government. The mission of the NACD is to empower the nation's conservation districts to facilitate the harmonious use of natural resources. NACD's philosophy is that conservation decisions should be made

by local people with technical and funding assistance from federal, state and local governments, and the private sector. NACD supports local conservation districts taking a lead role in local conservation issues.

The FWS's mission is to work with others to conserve, protect, and enhance fish, wildlife, plants and their habitats for the continuing benefit of the American public. FWS activities are authorized by a broad array of statutes including the Partners for Fish and Wildlife Act; Fish and Wildlife Coordination Act; Fish and Wildlife Act; Migratory Bird Treaty Act; National Wildlife Refuge System Improvement Act; Endangered Species Act; Coastal Wetlands Planning, Protection, and Restoration Act; North American Wetlands Conservation Act; and many others. Working nationwide with State wildlife agencies and other partners, the FWS encourages voluntary proactive partnerships to restore and enhance the habitats of Federal trust fish and wildlife species.

The NACD and the FWS can attain mutual goals and objectives by working together through this MOU to identify conservation matters of mutual concern and extend their joint support to State associations of conservation districts, conservation districts, and cooperating landowners and land managers.

III. SCOPE OF WORK:

For the period herein set forth, the NACD and the FWS shall provide, to the best of their abilities, the necessary personnel, material, services, and facilities to perform all things necessary for or incident to the performance of this MOU.

An Annual Work Plan may be developed mutually between the NACD and the FWS to help facilitate implementation of this MOU, and guide efforts to accomplish agreed upon conservation goals.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE NACD AND THE FWS THAT:

1. The NACD and the FWS will promote conservation matters of mutual interest with State associations of conservation districts, conservation districts, and cooperating landowners and land managers.
2. The NACD and the FWS will promote fish and wildlife management practices, consistent with sound principles of soil and water conservation, on private lands and lands managed by the FWS especially as it pertains to Federal trust fish and wildlife species and their habitats.
3. Those fish and wildlife management practices promoted by the NACD and the FWS may be delivered through the Partners for Fish and Wildlife

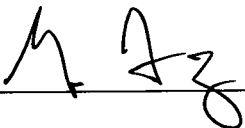

Program, North American Waterfowl Management Plan, Coastal Program, or other similar voluntary, proactive resource conservation programs, such as the Farm Bill conservation programs administered by the U.S. Department of Agriculture.

4. Nothing in this MOU shall be construed as obligating the NACD or the FWS to expend appropriations, or to enter into any contract or other type of obligation. Specific work projects or activities, however, may involve the transfer of money, services, or property between the NACD and the FWS, if the transfer is consistent with FWS mission and is done in accordance with Federal statute. In such instances, this MOU will be appended to include any such contracts or agreements.
5. Any personally identifiable information (PII), particularly information collected, maintained, and retrieved by personal identifier (e.g., name, home address, home telephone number, social security number, or similar information uniquely attributable to an individual or which could increase the risk of identity theft through aggregation), will be protected in accordance with the Privacy Act (5 U.S.C. 552a) if that information has been collected and maintained on behalf of the FWS or if its collection and maintenance is funded by the FWS.
6. Any such information that qualifies as a Privacy Act system under the Privacy Act (5 U.S.C. 552a) will have an appropriate Privacy Act system of records notice and will be adequately safeguarded (e.g., password protected, locked files and offices) if it is collected or maintained on behalf of the FWS or if its collection and maintenance is funded by the FWS. This applies to this MOU and any subsequent contracts or agreements that may be initiated directly by this MOU.
7. Any such form used to collect personal information will have a Privacy Act statement if it is collected or maintained on behalf of the FWS, or if its collection and maintenance is funded by the FWS through this MOU or any subsequent contracts or agreements initiated directly by this MOU.
8. Any records created or maintained on behalf of the FWS, or records whose creation and maintenance is funded by the FWS through this MOU or any subsequent contracts or agreements initiated directly by this MOU, will specifically identify which records, if any, are the property of the FWS.
9. Any records created or maintained on behalf of the FWS, or specifically funded by the FWS and identified as bureau records, and any records shared with the FWS may be subject to provisions of the Freedom of Information Act (5 U.S.C. 552).

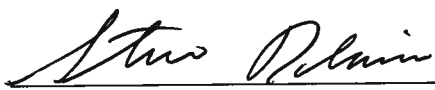
10. This MOU in no way restricts either party from participating in similar activities or arrangements with other public or private agencies, entities, organizations, or individuals.
11. This MOU shall become effective upon the date of final signature and shall continue for a period of 10 years from the date of that final signature. This MOU may be modified or amended upon written request of either party and with the concurrence of both parties. This MOU may be terminated within 60 days by written notice from either party. At such time all services, material, equipment, and property identified as belonging to the FWS will be returned to the FWS, and any information collected in accordance with the Privacy Act shall be destroyed or returned to the FWS with no copies retained.

V. SIGNATURES

For the United States Department of the Interior
Fish and Wildlife Service:

 , Director
2/4/09
Date

For the National Association of Conservation Districts:

, President
2/4/09
Date