

MEMORANDUM OF UNDERSTANDING
BETWEEN
QUALITY DEER MANAGEMENT ASSOCIATION
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Quality Deer Management Association, hereinafter referred to as QDMA, and United States Department of Agriculture, Forest Service, hereinafter referred to as the Forest Service.

A. PURPOSE:

The purpose of this Service-wide Memorandum of Understanding is to establish a framework for cooperation between the Forest Service and the QDMA. This framework provides for jointly planning and accomplishing mutually beneficial projects and activities that maintain and enhance wildlife resources found on National Forest System lands and those occurring on private lands involved in Forest Service State and Private Forestry programs. Such cooperation will benefit the National Forest System and non-federal forest resources, the Parties, and the people of the United States.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is dedicated to ensuring the sustainability of the Nation's forest resources and has major responsibilities for the protection, conservation, and management of wildlife, fish, and plant habitats. The National Forest System includes approximately 193 million acres of National Forests and Grasslands. Through State and Private Forestry, the Forest Service provides informational, educational, technical, and related assistance to private landowners, who manage more than 42 percent of the Nation's forested lands. The Forest Service Research and Development Branch has several Research Stations and the Forest Products Laboratory conducting studies to respond to emerging natural resource and forest health concerns. International Forestry, in partnership with Puerto Rico, the US Virgin Islands, and several foreign countries, seeks to provide forestry assistance and address forest-related issues beyond the continental United States. Together, the Branches of the Forest Service strive to collect information and develop solutions to sustain forest and rangelands and the associated public values and benefits.

The Quality Deer Management Association (QDMA) is a 501 c-3 nonprofit wildlife conservation organization dedicated to ethical hunting, sound deer management, and preservation of the deer-hunting heritage. The QDMA is among the fastest growing conservation organizations in North America with more than 40,000 members in all 50

states and several countries. The primary focus of QDMA is education, research, and on-the-ground management. The four cornerstones of QDM are herd management, habitat management, hunter management and herd monitoring. A network of nearly 150 QDMA Branches in more than 30 States actively promotes Quality Deer Management (QDM), holding educational and social events to unite like-minded sportsmen in this common goal. Quality deer management produces healthy deer herds in balance with existing habitat conditions and features more balanced adult sex ratios and more natural buck age structures. A successful QDM program requires an increased knowledge of deer biology and active participation in both deer herd and deer habitat management.

Both the Forest Service and the QDMA have responsibilities and interests in the management and conservation of America's natural resources. The parties agree that wildlife species in the United States need to be conserved and managed to meet growing public demand for wildlife viewing and hunting opportunities.

In consideration of the above premises, the Parties agree as follows:

C. FOREST SERVICE SHALL:

1. As agreed to on a project-by-project basis, provide leadership for the planning, implementation, and monitoring of projects or research work developed subsequent to this agreement.
2. Participate in projects or research efforts with the QDMA subject to all applicable laws and procedures and in accordance with the provisions at Section E.7. Examples of these efforts may include on-the-ground habitat restoration and enhancement projects (such as wildlife food plots, prescribed burning, winter range evaluation), deer habitat research projects, and educational programs.
3. Make National Forest System lands available for furtherance of these joint efforts, subject to applicable Federal laws, regulations, forest plans, and state comprehensive plans for the affected area, and subject to approval by the organization head or its designed representative.
4. Advocate appropriate consideration of wildlife resources, particularly white-tailed deer, and enhancement of associated habitat, in State and Private Forestry program delivery and related private landowner assistance activities and initiatives.
5. Advise the QDMA on the administration of natural resources management programs affecting public and private lands.

D. QUALITY DEER MANAGEMENT ASSOCIATION SHALL:

1. Participate in the development and execution of agreed upon projects or research efforts approved by all parties to this SW-MOU in accordance with the provision at Section E.7.
2. Disseminate information concerning the planning, management, and conservation of natural resources, which may include the Forest Service's multiple-use mission and wise public use of National Forest System lands and facilities.
3. Provide information as appropriate to the Forest Service related to the needs and concerns of QDMA members regarding the management of National Forest System lands.
4. Establish, implement, and conduct informational and educational programs oriented toward natural resources conservation, hunter safety and ethics, and landowner assistance.

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 the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and QDMA and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or QDMA and the subsequent written concurrence of the other(s). Either the Forest Service or QDMA may terminate this MOU with a 60-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The Forest Service and QDMA and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

Anne Zimmermann, Director
 USDA Forest Service
 Watershed, Fish, Wildlife, Air, and
 Rare Plants
 1400 Independence Ave., SW Stop
 Code 1121
 Washington DC 20250-1121
 Phone: 202 205 1207
 FAX: 202 205-1599
 E-Mail: azimmermann@fs.fed.us

Cooperator Project Contact

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 Director of Education and Outreach
 7272 Hendersonville Highway
 Walterboro, South Carolina 29488
 Phone: 843-844-8610
 FAX: 843-844-8616
 E-Mail: jhamilton@qdma.com

Forest Service Administrative Contact

Felicia Lockhart, Budget Analyst
 USDA Forest Service
 Watershed, Fish, Wildlife Air and
 Rare Plants
 1400 Independence Ave., SW
 Stop Code 1121
 Washington DC 20250-1121
 Phone: 202 205-1197
 FAX: 202 205-1599
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Cooperator Administrative Contact

Brian Murphy
 Quality Deer Management Association
 170 Whitetail Way
 Post Office Box 160
 Bogart, Georgia 30622
 Phone: 800-209-3337
 FAX: 706-353-0223
 E-Mail: bmurphy@qdma.com

6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or QDMA to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and QDMA will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.



QUALITY DEER MANAGEMENT
ASSOCIATION

DATE

6/2/07



USDA FOREST SERVICE

DATE

6/2/07

The authority and format of this instrument has been reviewed and approved for signature.

DATE

FS Agreements Coordinator

June 11, 2007

To: Felicia Lockhart

From: Kenneth Rex Ennis

Subject: Quality Deer Management Service-wide MOU

The service-wide memorandum of understanding between the Quality Deer Management Association and the Forest Service was signed on June 2, 2007 at their national convention. Southern Region Regional Forester Charles Myer was delegated authority to sign the MOU for the Chief during their event. I am providing you with the original signature copy for your files.

I appreciate all the assistance provided by the WO in getting this completed in time for this occasion. We look forward to using this instrument to further mutual benefits and interests. If you have any questions I can be contacted at 404-347-4081.

Sincerely,

Kenneth Rex Ennis
Regional Wildlife Program Manager

Cc: Chris Iverson
Eugene J DeGayner
Wayne Owen