

MEMORANDUM OF UNDERSTANDING  
between  
The National Wild Turkey Federation  
and  
U.S. Army Corps of Engineers

I. BACKGROUND

This Memorandum of Understanding (hereinafter referred to as the "MOU") is between the National Wild Turkey Federation (hereinafter referred to as the "NWTF"), represented by the Vice President and Chief Executive Officer, and the U.S. Army Corps of Engineers (hereinafter referred to as the "Corps"), represented by the Chief of Engineers or his designee.

II. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The parties share interests and/or responsibilities associated with lands and the habitat of wild turkeys and other species and recognize the value in protecting, conserving, enhancing, and properly managing these lands and habitats.

The parties desire to cooperate with each other and with appropriate resource agencies in matters relating to the planning, management, and protection of wild turkey habitat and populations.

The parties desire a framework for communication and cooperative activities to maintain and enhance the productivity of wild turkeys and their natural habitat, consistent with other wildlife management goals on Corps lands; to maintain and enhance public wildlife viewing, hunting and recreation opportunities on Corps lands; and to increase public understanding of the importance of the natural resource conservation necessary to restore and maintain wild turkey populations.

THEREFORE, the parties agree that:

III. THE NWTF SHALL:

- a. Meet with representatives of the Corps, as appropriate, to discuss and agree on specific guidelines for proposals for work or research projects to further the goals underlying this MOU.
- b. As appropriate, enter into supplemental agreements to this MOU that involve the provision of funds, materials, services, challenge partnerships, support, or other assistance to accomplish specific work or research projects.

#### IV. THE CORPS SHALL:

a. Make access to appropriate lands and waters under the Corps jurisdiction available when compatible with existing land management activities and when in furtherance of the interests and benefits underlying this MOU. Such access shall be subject to the approval by appropriate Corps officials and subject to applicable state and Federal laws, regulations, policies, licenses, and contractual agreements.

b. Provide guidance for the planning, implementation, and monitoring of work or research projects undertaken pursuant to supplemental agreements to this MOU.

c. As appropriate, enter into supplemental agreements to this MOU that involve the acceptance of funds, materials, services, challenge partnerships, support, or other assistance to accomplish specific work or research projects.

#### V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

a. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU shall obligate either of the parties to expend funds or to enter into any future contract, supplemental agreement, or obligation with the other. Any work or research project or other undertaking involving the provision of funds, materials, services, challenge partnerships, support, or other assistance shall be handled in accordance with applicable state and Federal laws, regulations, and procedures. Responsibilities associated with such endeavors shall be outlined in supplemental agreements to this MOU that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.

b. Nothing in this MOU shall be construed as affording the NWTF or any of its members any preferential treatment, exclusive use rights, or privileges above those afforded to the general public.

c. Nothing in this MOU restricts the Corps from accepting funds, materials, services, challenge partnerships, support, or other assistance from, or from participating with, other public and private agencies, organizations, and individuals for the improvement, development, administration, or operation of wildlife resources or any other resources under the Corps jurisdiction.

d. NWTF, at its expense, coordinated with the Corps, may publicize this MOU, as well as its joint involvement and participation in any projects developed pursuant to this MOU, including the authorized placement of approved signs or plaques recognizing such projects.

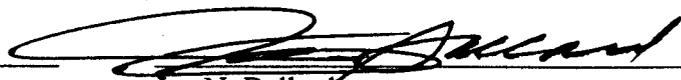
e. This MOU may be revised as necessary, by mutual consent of both parties, by the execution of a written amendment signed and dated by an authorized representative of each party.

f. Either party may terminate this MOU by providing 60 days written notice to the other. Otherwise, this MOU will remain in force indefinitely except that the parties agree to review this MOU as to its effectiveness, as well as the need for modification or termination, on or about the fifth anniversary of its execution.

IN WITNESS WHEREOF, the parties have executed this MOU as of the last date written below.



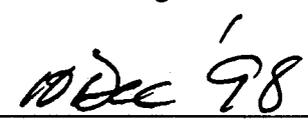
Rob Keck  
Vice President and Chief  
Executive Officer



Joe N. Ballard  
Lieutenant General, U. S. Army  
Commanding



Date



Date