

MEMORANDUM OF UNDERSTANDING

Among

U.S. DEPARTMENT OF THE INTERIOR  
U.S. Fish and Wildlife Service

and

The National Rifle Association of America

To Promote the Conservation of Natural Resources Through  
The Active Management of Wildlife Habitat; Promote Hunter Education, Marksmanship and  
Shooting Safety

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

The United States Fish and Wildlife Service, hereinafter referred to as the "USFWS"; and  
The National Rifle Association, hereinafter referred to as the "NRA," and altogether  
hereinafter referred to as the "Parties."

I. PURPOSE

The purpose of this MOU is to develop and expand a framework of cooperation among the Parties to promote the conservation of wildlife through active management of wildlife populations; promote and enhance hunter education; enhance and expand access to shooting ranges and hunting; and, promote and enhance marksmanship and shooting safety. 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. AUTHORITIES

This agreement is entered into under the following authorities:

- A. The Fish and Wildlife Act of 1956, 16 U.S.C. 742f, et seq.
- B. The Fish and Wildlife Coordination Act, 16 U.S.C. 661, et seq.
- C. The National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd., et seq.
- D. The Federal Aid in Wildlife Restoration Act, 16 U.S.C. 669 et seq (commonly known as the Pittman Robertson Act)
- E. Secretarial Order 3356 – Hunting, Fishing, Recreational Shooting and Wildlife Conservation Opportunities and Coordination with States, Tribes and Territories

III. MUTUAL INTERESTS AND BENEFIT OF THE PARTIES:

The Parties have a common interest in the conservation of America's natural resources, access to American's natural resources, hunter safety, marksmanship and shooting safety. The Parties agree that the thoughtful implementation of science-based wildlife habitat conservation and wildlife population management, including but not limited to hunting, is an important tool to ensure conservation of our natural resources. The parties further agree that hunter safety, marksmanship and shooting safety are an integral part of hunting. Specifically:

#### A. The USFWS

The USFWS's mission is to work with others to conserve, protect, and enhance fish, wildlife, and plants, and their habitats for the continuing benefit of the American People. As part of this mission, it implements the Partners for Fish and Wildlife Program, authorized by Congress in Public Law 109-294, which seeks to provide for the restoration, enhancement, and management of fish and wildlife habitats on private lands.

#### B. THE NATIONAL RIFLE ASSOCIATION

1. The National Rifle Association is one of the Nation's oldest organizations devoted to defending Second Amendment rights and since its inception, been a leader in firearms education and hunter education. In 1949 the NRA started the first-ever Hunter Education program. Since then, the NRA has shared its knowledge with hunters through a variety of programs that improve hunter safety and ethics; improve marksmanship and range safety; and improve hunting knowledge, laws and practices.

### IV. RESPONSIBILITIES OF THE PARTIES

#### A. The USFWS:

The USFWS agrees that this MOU shall be implemented to the extent permitted by law and in harmony with the mission of the USFWS, subject to the availability of appropriations and budgetary limits. The USFWS shall:

1. Work with the NRA and its constituencies to promote participation in the Partners for Fish and Wildlife program;
2. Work with the NRA and its constituencies to develop science-based strategies for conservation in wildlife movement areas that take into account land boundaries, private property rights and multiple-use requirements of federal and state land management agencies, for example evaluating migration corridors and movement of big game species;
3. Assist in educating the public on the benefits of the Partners for Fish and Wildlife program;
4. Showcase successful conservation efforts executed as part of the Partners for Fish and Wildlife program; and,

5. Work with the NRA and its constituencies to maintain and uphold existing voluntary agreements with landowners to preserve and protect wildlife habitat on private lands.

B. National Rifle Association,

The NRA agrees 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 NRA shall:

1. Assist in the education and engagement of sportsmen and shooters in voluntary conservation programs offered by the USFWS;
2. Assist in recruiting, retaining and reactivating sportsmen and women through multiple existing programs including NRA's free online hunter education program, the Hunters' Leadership Forum, the Youth Hunter Education Challenge, the Women's Wilderness Escape and through its magazine, *American Hunter*.
3. Assist in voluntary marksmanship and firearm safety training.

V. MUTUAL AGREEMENTS

1. This MOU will not change or alter the USFWS's statutory and regulatory authority.
2. 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.
3. This is not a fiscal funding document and any action to be taken by the USFWS under this MOU is subject to available funding.
4. Nothing in this MOU may be construed to obligate the USFWS to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the NRA to spend funds on any particular project or purpose, even if funds are available.
5. This MOU in no way restricts any Party from participating in similar activities with other public or private entities, agencies, governments, organizations, or individuals.
6. This MOU takes effect on the date it is fully executed and will expire ten years from its effective date.
7. By signature below, each party certifies that he or she is authorized to act on behalf of their organization in their respective areas for matters related to this MOU.
8. This MOU may be amended at any time by mutual written agreement of all of the Parties.

VI. DURATION

This MOU shall become effective as of the date of approval and continue in effect for a period of 10 years (the "Term") or until modified or terminated by mutual agreement of the Parties. At the end of the Term, this MOU shall automatically renew for successive one-year terms until terminated by mutual agreement of the Parties.

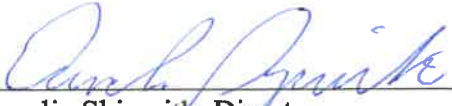
VII. PRINCIPAL CONTACTS

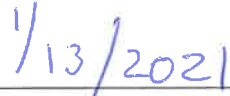
The following individuals will be the principal contacts for their respective organizations; however, any party may substitute other individuals upon written notice to the other parties. All communication and notices regarding this agreement shall be directed to the following key officials for each party:


Paul Rauch, Assistant Director for Wildlife and Sportfish Restoration  
U.S. Fish and Wildlife Service  
1849 C Street NW  
Washington, DC 20240  
(703) 965-0075

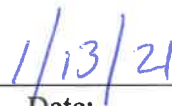
Erica Tergeson, Director  
National Rifle Association Hunters' Leadership Forum  
11250 Waples Mill Road  
Fairfax, VA 22030  
(202) 651-2560

**In witness whereof, the following authorized representatives of the Parties have executed this MOU as of the date of the last signature below:**

  
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Aurelia Skipwith, Director  
U.S. Fish and Wildlife Service  
1849 C Street NW  
Washington, DC 20240

  
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Date:

  
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Jason Ouimet, Executive Director  
National Rifle Association's Institute for Legislative Action  
11250 Waples Mill Road  
Fairfax, VA 22030

  
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Date: