



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Federal Duck Stamp Office
5275 Leesburg Pike
Mail Stop: MB
Falls Church, VA 22041-3803

MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. FISH AND WILDLIFE SERVICE AND THE STATE OF _____

I. AUTHORITY

This Memorandum of Understanding (MOU) between the Secretary of the Interior acting through the Director of the U.S. Fish and Wildlife Service (hereinafter referred to as the “Service”) and the State of (hereinafter referred to as the “State”) is entered into under the authority of Fish and Wildlife Coordination Act of 1934 (16 USC 718a et seq.), as amended; the Electronic Duck Stamp Act of 2005 (Public Law (P.L.) 109-266); the Permanent Electronic Duck Stamp Act of 2013 (P.L. 113-239); and the Duck Stamp Modernization Act of 2023 (P.L. 118-25).

II. BACKGROUND

On March 16, 1934, Congress passed, and President Roosevelt signed, the Migratory Bird Hunting Stamp Act, (popularly known as the “Duck Stamp Act”), requiring all migratory waterfowl hunters 16 years of age and older to buy an annual Migratory Bird Hunting and Conservation Stamp (Federal Duck Stamp). Since that time, the Federal Duck Stamp has become one of the most popular and successful conservation tools ever initiated. Proceeds from Federal Duck Stamp sales totaled over \$1.2 billion and have been used to purchase over 6.5 million acres of migratory waterfowl habitat within the National Wildlife Refuge System.

In 2005 the Electronic Duck Stamp Act was passed to increase the availability and accessibility of Federal Duck Stamps. The Secretary of the Interior (Secretary) was required to conduct a 3-year pilot program under which up to 15 States, authorized by the Secretary, could issue electronic Federal Duck Stamps (e-stamp). In 2013 the Permanent Electronic Duck Stamp Act was passed to open the program to all qualifying States. The Duck Stamp Modernization Act of 2023 (Modernization Act; Pub. L. 118-25) was passed that changed the length of time an e-stamp was valid for hunting. To date, 30 States are approved to issue e-stamps.

Under the Modernization Act, the Electronic Duck Stamps will allow customers 24/7 access to purchase a stamp from anywhere through an authorized (e-stamp enrolled) State licensing or other Service approved system. At the time of purchase, customers will receive proof of purchase that can be stored

either on paper or electronically and will represent a valid e-stamp through the end of the stamp year (June 30). Proof of a valid e-stamp provides the same privileges as the physical Duck Stamp and is valid nationwide.

E-stamps can be purchased by any customer around the world whether they are a migratory bird hunter or not. Each e-stamp is issued to an individual purchaser and identified by a unique customer number and other security measures. Multiple e-stamps can be purchased by the same customer from any of the enrolled states but are issued to the person indicated and cannot be transferred; rights are only granted to the person identified on the proof of purchase.

To preserve the tradition, history and conservation goal of the Federal Duck Stamp, physical Duck Stamps will still be printed annually and available through the Service and U.S. Postal Service approved distribution centers. Purchasers of e-stamps will receive their physical Duck Stamp to their indicated mailing address. Physical stamps will be shipped from the Service-approved distributor after March 10.

III. PURPOSE AND OBJECTIVES

This MOU between the Service and the State is entered into to facilitate an orderly implementation and management of the Electronic Duck Stamp program. The purpose of this MOU is to outline the duties of both the Service and the State in this process and for evaluating the success of the program.

IV. RESPONSIBILITIES OF THE PARTIES

A. The Service shall:

1. Permit the State to issue Migratory Bird Hunting and Conservation Stamps through their State's Electronic Licensing System as outlined and accepted through the application process and this MOU.
2. Provide the State with a fulfillment center that will issue the physical stamps to the customer at their mailing address on or after March 10 of each year.
3. Oversee monthly invoicing for all e-stamp purchases made from the State's Electronic Licensing System.
4. Set the mandatory federal convenience fee charges for delivering the physical stamp and notify the State within 30 days of any changes taking effect.
5. Review the handling charges imposed by the State to monitor cost efficiencies, consistencies, accuracies, and transparency but will not dictate State handling charges.
6. Provide State and Federal law enforcement personnel with information and updates regarding the issuance and privileges accorded by the e-stamp.
7. Provide written notice to the State of any price change for the actual stamp and any changes in the fulfillment convenience fees.

B. The State shall:

1. Issue customers proof of purchase of a Federal Migratory Bird Hunting and Conservation Stamp through its own authorized electronic licensing system in accordance with the application process and this MOU.
2. Have a goal to provide an effective, transparent, and convenient means for issuing one or more Migratory Bird Hunting and Conservation Stamps to any interested customer.
3. Work to increase the availability of those stamps to all prospective customers and to meet the State's customer satisfaction objectives.
4. Support the Duck Stamp as an effective and viable conservation tool used for over 90 years to promote habitat conservation within the National Wildlife Refuge System.
5. Assist the Service in promoting the art, tradition, and history of the printed pictorial stamp. Per the Duck Stamp Modernization Act of 2023, customers shall be issued a physical stamp after March 10 of each year to each individual that purchased an electronic stamp for the preceding waterfowl season.
6. Provide an online electronic stamp option for at least 9 months covering the period of August 1 through April 30.
7. Assist in informing customers of other options for purchasing physical Duck Stamps.
8. Issue an electronic certificate and a proof of purchase that can be carried digitally or on paper which is readily available for inspection with supporting identification by all authorized individuals (i.e., fee collection or law enforcement officers).
9. Both the certificate and the receipt of purchase will contain and display a secure, unique identifier for the individual to whom it is issued, specify the date no longer valid (June 30 of the year printed on the physical stamp), statement that the e-stamp is both non-refundable and non-transferable, information that a physical stamp will be mailed after March 10, and contact information for the Service's stamp fulfillment center in the event of questions.
10. The State will not provide or replicate a digital image of the Federal Duck Stamp itself as proof of purchase.
11. Supply the customer with a breakdown of all fees the State is charging related to their purchased e-stamp.
12. Inform and provide the customer with the technological assistance necessitated by the State's licensing system.
13. Inform and provide the customer with assistance in the event they need to reprint or otherwise retrieve the State issued proof of purchase in digital or physical form.
14. Inform customers that all sales of the electronic Federal Duck Stamp are final and non-refundable.
15. Promptly send the name, mailing address, and unique identifier number of all customers who

have purchased an e-stamp to the Service's designated stamp fulfillment center, through a secure File Transfer Protocol as outlined by the Service and their designated Distributor. At a minimum, all files will be sent within at least 7 days of purchase by customer; daily file transfer is preferred.

16. State will be invoiced at the end of the month for all sales of Federal Duck Stamps sold through the State's licensing system during the month. State will send all payments to the Service's appointed Distributor as specified in the State's application, preferably through the specified electronic banking system, in a timely manner. Partial payments or payments on a quarterly or annual basis will not be allowed.

17. Provide the State's own law enforcement personnel with information and updates regarding the issuance and privileges accorded the stamp.

18. Provide the Service and their Distributor with any updates to laws, regulations or policies related to the State's electronic licensing system. This includes any changes in third party vendors, customer fees, points of contact, and any technological or financial changes that may affect proper fulfillment and tracking of purchases.

19. The State will readily provide information and assist the Service in monitoring and evaluating the efficiency and effectiveness of the program to facilitate customer service and convenience.

V. GENERAL PROVISIONS

A. The Cooperators will mutually establish policies and procedures for handling customer complaints.

B. The Cooperators will acknowledge the State, Service, Distributor(s), and the Duck Stamp Office's cooperation and collaboration in all facets of publicity in any materials referencing the program and other informational materials promoting this partnership.

C. State Government Relations staff or other designated contact will work with and assist the Service's office of Congressional and Legislative Affairs to inform relevant members of Congress about the program, its progress and ultimate results in a timely manner.

D. Third party partners of either cooperator will seek prior approval of all press releases, advertisements or any other materials produced to announce or promote the e-stamp program and are subject to the same review conditions as the agreement's primary cooperators. This does not prevent third parties from publishing the availability of the stamp at their location.

E. The Cooperators may meet virtually or in person, either for individually scheduled meetings or in conjunction with another regularly scheduled meeting, to assess the program, provide program updates, and evaluate program efficiency.

F. The Cooperators will obtain mutual approval for any press release concerning this MOU which refers to the Department of the Interior or any bureau or employee (by name or title), or the State agency or its employees. The specific text, layout, photographs, etc. of the proposed release must be submitted for review and approved by both Cooperators prior to publication.

VI. ADMINSTRATIVE PROVISIONS

- A. Nothing in this MOU shall obligate the State, Service, or the United States to any current or future expenditure of resources in the absence or in advance of the availability of appropriations.
- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the Cooperators will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing.
- C. This MOU is subject to all applicable Federal laws, regulations, and guidelines, and nothing in this MOU is intended to conflict with any existing law, regulation, or guideline of the United States including any policy or procedure of the Department of the Interior or the Service.
- D. The Service and the State agree to be responsible for damages to their own property and injuries to their own employees and volunteers.
- E. Cooperators agree to assume liability for any and all claims by third parties arising from the acts or omissions of their respective employees or representatives to the greatest extent provided by law.
- F. This MOU is not intended to create an exclusive relationship between the Service and the State with respect to promoting the public awareness of the Federal Duck Stamp and the importance of the Federal Duck Stamp program administered by the Service.
- G. Nothing in this MOU may be interpreted to imply that the United States, the Department of the Interior, or the Service endorses any product, service, or policy of the State. The State will not take any action or make any statement that implies such an endorsement.
- H. During the performance of this MOU, the participants agree to abide by the terms of the U.S. Department of the Interior-Civil Rights Assurance Certification, nondiscrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

VII. PERIOD OF MOU

- A. The parties agree to extend the original agreement for a period of 3 years beginning July 1, 20##, and ending on June 30, 20##, after which this MOU may be extended
- B. This agreement may be modified, amended, or supplemented by the agreement of both the Service and the State. The cooperators agree to seek a mutually acceptable schedule to negotiate any modifications in the agreement.
- C. Either party may terminate this agreement by providing the other party with thirty (30) days written notice. In the event that one party provides the other party with notice of its intention to terminate, either party may ask for a meeting to discuss any issues and attempt to resolve any differences.
- D. In the event that the agreement is terminated for cause, the Service may require the State to reapply

to be enrolled in the program.

E. This MOU may be executed in multiple counterparts, each of which shall be deemed an original.

F. The cooperators may agree to extend the term of this agreement for an extended period or term provided that the agreement to extend it is in writing and is signed by both parties.

VII. CONTACTS FOR THE PARTIES

A. Service Contact:

Name
Chief, Federal Duck Stamp Office
5275 Leesburg Pike MS:MB
Falls Church, VA 22041
email address@fws.gov
703-358-2145

B. State Contacts:

Licensing Program Management:

Name
Mailing Address
Email
Phone

IT:

Name
Mailing Address
Email
Phone

Financial:

Name
Mailing Address
Email
Phone

This MOU is entered into by the U.S. Fish and Wildlife Service and The State of this ___ Day of

_____, 20##.

U.S. Fish and Wildlife Service

State of

Jerome Ford
Assistant Director Migratory Bird Program
U.S. Fish and Wildlife Service
5275 Leesburg Pike MS:MB
Falls Church, VA 22041

Name
Position
Department/Division
Mailing Address
City, State Zip

Date of Execution: _____, 20##