

APPENDIX AF
JUNE 11, 1984
(Refer to Act 41-764)

Memorandum of Understanding
between the
U.S. Department of Interior, Bureau of Land Management
and
The National Speleological Society
and
The Cave Research Foundation

This **MEMORANDUM OF UNDERSTANDING (MOU)** is hereby entered into by and among the U.S. Department of Interior Bureau of Land Management (BLM), hereinafter referred to as the BLM; the National Speleological Society (NSS), hereinafter referred to as the NSS; and the Cave Research Foundation (CRF), hereinafter referred to as the CRF.

I. Purpose

The purpose of the MOU is to (1) recognize the participatory management contributions of the NSS and the CRF on behalf of cave resources on public lands which BLM administers, (2) encourage the continued or increased participation of the NSS and the CRF in the management of these resources, and (3) establish procedures for the development of cooperative management and volunteer agreements between the BLM and the NSS organizations or the CRF. These types of agreements provide official recognition and benefits to cooperators and volunteers and encourage these organizations to make a greater commitment in aiding BLM's management of unique, non-renewable cave resources on public lands.

II. Introduction & Statement of Mutual Interests

Growing public awareness of cave and karst resources on public lands administered by the Bureau of Land Management (BLM), combined with better access, more leisure time, the desire for an unusual recreation experience, and a heightened interest of the academic and scientific communities has contributed to increased use of these resources. Together with increased development and utilization of other public land resources, this has generated the need for better management of unique, nonrenewable cave resources.

BLM has relied on volunteer assistance from members of organizations interested in caving, primarily members of the National Speleological Society (NSS) and the Cave Research Foundation (CRF), to provide manpower and expertise needed to protect and manage cave resources. Continued or improved management of public land cave resources makes this type of volunteer assistance essential. In recognition of shared concerns and the benefits of cooperation, the BLM, the NSS, and the CRF developed this Memorandum of Understanding (MOU).

A. It is the policy of the Bureau of Land Management to:

1. Identify, evaluate, manage, and protect cave resources on public lands for the purpose of maintaining their unique, nonrenewable, and fragile biological, geological, hydrological, cultural, paleontological, scientific, and recreational values for present and future uses.
2. Encourage volunteer involvement of qualified and experienced individuals and caving organizations in cave management projects, through the use of volunteer and cooperative management agreements.
3. Work closely with interested parties to identify and address cave management opportunities and issues.
4. Integrate the identification and management of the caves and their associated resource values into resource management planning and management efforts, and avoid or minimize conflicts between cave resource management and other surface and subsurface resource management activities.
5. Provide user opportunities which are compatible and consistent with objectives set forth in Resource Management and Activity Plans. These might include: Recreation, education, research, or commercial activities, when those activities can be adequately managed.
6. Promote an awareness among users and managers of caves on public lands through development of informational and educational materials concerning conservation methods and potential hazards.

B. The National Speleological Society Conservation Policy is:

1. Caves have unique scientific, recreational, and scenic values
2. These values are endangered by both carelessness and intentional vandalism
3. These values, once gone, cannot be recovered
4. The responsibility for protecting caves must be formed by those who study and enjoy them.

Accordingly, the intention of the Society is to work for the preservation of caves with a realistic policy supported by effective programs for: the encouragement of self-discipline among cavers; education and research concerning the causes and prevention of cave damage; and special projects, including cooperation with other groups similarly dedicated to the conservation of natural areas.

C. The Cave Research Foundation is dedicated to:

1. Facilitating research
2. Management and interpretation of caves and karst resources
3. Forming partnerships to study, protect and preserve cave & karst resources
4. Promoting the long term conservation of caves and karst ecosystems

BLM, NSS, and CRF recognize the value in promoting public-private partnerships that encourage responsible use of public land caves and karst lands. They share the common interest in disseminating information to the public regarding conservation, protection and responsible use and enjoyment of these natural resource as they relate to caving.

III. Authority

This MOU has been developed under authority provided to BLM under:

- A. The Federal Land Policy and Management Act of 1976, Section 307(b), 43 U.S.C. 1737 (b).
- B. The Federal Cave Resources Protection Act of 1988, Section 4, (b), (3).

IV. Responsibilities and Procedures

A. Whereas Cooperative Management Agreements (CMAs) are designed to provide the public with greater opportunities to become involved in management of natural resources on the public lands, the BLM, the NSS, and the CRF mutually agree to develop resource-specific CMA's and volunteer agreements wherever these will lead to the improved management of cave resources on the public lands.

B. Development of these specific CMA's and volunteer agreements shall be the responsibility of specific BLM Districts and Field Offices and the NSS organizations or the CRF.

C. The BLM, NSS, and CRF also mutually agree that before a CMA is developed, the authorized officers or representatives from all organizations involved must make the determination that the following conditions are met;

1. The cooperating organizations must have the interest, capability, and resources needed to complete the proposed tasks or projects.
2. The actions proposed in the CMA must be consistent with BLM's management decisions in land-use and activity plans, and all parties must be in agreement on the general management direction for the resource involved.
3. There must be adequate BLM funding and manpower available to monitor and supervise activities included in the CMA.
4. The cooperating organizations recognize that a CMA cannot be used to grant any organization the exclusive use right to any cave(s).
5. The BLM will keep the cooperating organizations informed and will consult with them when proposed management decisions or actions will impact activities governed by the CMA.
6. The CMA's developed between the BLM, NSS or CRF will utilize the guidelines provided in this MOU. Elements "a" to "e" are required (See BLM Manual 1786.), but elements "f" to "i" are optional and may be used if they are warranted by the project and agreeable to the participating parties.
 - a. Tenure of Agreement - The tenure of the CMA should provide adequate time for project completion. Typically, a CMA is in effect for 1 to 5 years, but it may not exceed 5 years. The CMA can continue for the agreed length of time as long as requisite funding remains available.
 - b. Areas of Responsibility - The CMA will describe the actions required of the cooperating organization(s) and the BLM. This includes details on personnel requirements, desired products, and required reports. Examples of actions a CMA could cover include the following:
 - (1). Development of cave management plans;
 - (2). Inventory of cave locations and cave resources;
 - (3). Installation and maintenance of cave gates and signs;
 - (4). Monitoring visitor use for compliance with management objectives;
 - (5). Conducting information and education programs;
 - (6). Providing surveying and cartographic assistance;
 - (7). Providing administrative support for cave and karst programs;
 - (8). Completing cave cleanup and restoration projects;

- (9). Conducting research on cave and karst resources
- c. Financial Responsibility - The CMA must address any reimbursement of expenses. Limitations on the financial obligations of all involved organizations, whether because of law, appropriations, etc., must be recognized and stated.
- d. Administrative Actions - Provisions on administering the CMA must address arbitration of disputes and amending or terminating the CMA.
- e. Provisions for Compliance - The CMA must specify terms of supervision, how work is to be monitored, and what standards will be used in evaluating compliance.
- f. Provision for Safety - The CMA should include a safety plan that specifies standards for equipment, experience, and rescue procedures when the project exposes participants to serious risks or hazards.
- g. Proprietary Information - The CMA must specify ownership of any inventory or other types of information generated through work or research done under the CMA. Information ownership falls into two categories: (1) information belonging to BLM which is available as public information, and (2) information belonging to cooperating organizations which will be made available to BLM to aid its management decision making but which will be treated by BLM as proprietary information to the full extent the law allows.
- h. Volunteer Contracts - Volunteer agreements, formulated in accordance with BLM Manual Section 1114, are to be used when the authorized officer for the BLM determines that cooperating personnel need to be (a) protected under the Tort Claims Act, (b) subject to Workmen's Compensation, (c) identified as responsible for completing specific tasks or projects, (d) reimbursed for expenses incidental to volunteer work, or (e) assigned to complete administrative functions for BLM.
- i. Cooperative Associations - If the cooperating organization desires to derive revenue from the sale of brochures, pamphlets, books, or other publications that could originate from work done under the CMA; a cooperating association agreement (See BLM Instruction Memorandum 81-707.) should be developed as a part of the CMA.

V. General Provisions

The BLM, NSS, and CRF agree that:

- A. The principal contacts for this agreement are:

BLM Senior Cave& Karst Resources Specialist
National Recreation Group
USDI Bureau of Land Management
620 E. Greene St.
Carlsbad, New Mexico 88220
(505) 234-5929

NSS Government Liaison

Hazel Medville
11762 Indian Ridge Rd.
Reston, VA 20191
(703)860-0134

CRF President
Chris Groves
Western Kentucky University
(270) 745-5974

B. Nothing in this agreement may be construed to obligate the Departments of Interior, or the United States, to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving an agreement for reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Such endeavors or agreements will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.

C. This MOU does not establish authority for noncompetitive award to the NSS or CRF of any contract or other agreement. Any contract or agreement for training or other services must comply fully with all applicable requirements for competition. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds.

D. Nothing in this agreement may be interpreted to imply that the United States, the Department of Interior, or the BLM endorses any product, service, or policy of the NSS or CRF or any of its member organizations.

E. Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C. § 552), except as provided by the confidentiality statement in the Federal Cave Resources Act of 1988, Sec. 5. CONFIDENTIALITY OF INFORMATION CONCERNING NATURE AND LOCATION OF SIGNIFICANT CAVES.

F. The parties will comply with the Federal Advisory Committee Act to the extent it applies.

G. This MOU in no way restricts the BLM or the NSS or CRF from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

H. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

I. Nothing herein is intended to conflict with the current Department of Interior, NSS, or CRF directives. If any term of this agreement is deemed inconsistent with those directives, then the portions of this agreement that are inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect. This MOU becomes effective upon signature by the BLM and the NSS and CRF and, unless terminated, shall be in force for five years from the date of the last signature, at which time this MOU shall automatically terminate unless renewed by all parties hereto. Any party to this MOU reserves the right to withdraw from this agreement, or any part thereof, at any time upon 30 days prior written notice to the other party hereto (at the addresses set forth above or as otherwise indicated).

J. Modifications within the scope of the instrument shall be made by mutual consent of the parties hereto, by the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.

VI. Signatures

The agreements and conditions outlined in the MOU become effective upon signature by representatives from each organization. This MOU can be changed at any time with regard to either the NSS or the CRF, by mutual agreement of the organizations involved.

KATHLEEN CLARK Date
Director
USDI, Bureau of Land Management

BILL TOZER Date
President, National Speleological Society

CHRIS GROVES Date
President, Cave Research Foundation