

APPENDIX AH

December 2, 1993

Refer to Act 41-758

(Amended 7/8/05, 10/20/01)

MEMORANDUM of UNDERSTANDING Between The Department Of The Interior: National Park Service and the National Speleological Society

Article I. AUTHORITY

This Memorandum of Understanding is entered into pursuant to the Act of August 25, 1916, 39 Stat. 535, as amended, and is for the purpose of encouraging future participation by members of the National Speleological Society (NSS), (pursuant to the Federal Cave Resources Protection Act of 1988) its Internal Organizations (IO=s), including its local chapters (AGrottos≡) in the inventory, management, scientific study and protection of caves and cave resources located on lands administered by the National Park Service, hereinafter the AService≡.

Whereas, it is the policy of the Service to encourage scientific research and interpretation, for the public, of natural features and processes in areas under its administration; and

Whereas, it is the purpose of the NSS to promote interest in and to advance in any and all ways the study and science of speleology and the protection of caves and their natural contents; therefore

Article II. AGREEMENT

1. It is mutually agreed that the Service and the NSS will cooperate in conducting studies and other cave-related projects within the National Park System. These projects may include but are not limited to cave exploration, restoration, administration assistance, interpretation, mapping, and the development of cave-management documents. The Service will develop project and site-specific Operating Procedures (e.g., special use permits) with NSS IOs, and local NSS Grottos. The Service recognizes the independent nature of the NSS IOs and will not hold the NSS responsible for an IO=s non-participation, lack of compliance, or other actions taken under any specific Operating Procedures. The Service may use the results of NSS studies and projects in its development and application of cave management practices and procedures and in its interpretation of the natural and historic features of the National Park System for the public.
2. The NSS shall provide to the designated Service managers reports on its work and other activities in the parks and any other information acquired from its activities on lands administered by the Service that the Service considers helpful in the preservation, management, or interpretation of caves and karst.
3. During the performance of this Memorandum of Understanding and site-specific Operating Procedures, the participants (the NSS and its IO's and grottos), must agree to abide by the terms of Executive Order 11246 on non-discrimination 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 race, color, religion, sex, or national origin.

4. The permission granted herein to the NSS, its IOs, and Grottos to conduct exploration, studies, projects, and cartography or interpret caves or karst features on lands administered by the Service is nonexclusive. The Service reserves the right to permit any person or organization, which it deems qualified, to conduct projects or studies and interpret caves or other karst features within any lands it administers.

5. The NSS hereby agrees that the United States shall not be responsible for personal injuries, death, and/or property damage or loss sustained by third persons (including the public) or by NSS personnel working on or under any lands administered by the Service pursuant to this agreement that is caused by or results from acts or omissions of the NSS, its employees or agents, and the NSS agrees to save and hold the United States harmless from liability, and to indemnify the United States, thereafter. Except as provided herein nothing shall restrict the rights of the United States or the NSS as provided by law.

Article III. OBJECTIVES

The National Park Service and the National Speleological Society agree to pursue a number of objectives within this memorandum. To the extent feasible, the parties agree that

A. The National Park Service will:

1. Provide access to lands and the caves beneath those lands administered by the Service for the stated purpose of this memorandum.
2. Advise the NSS of opportunities for cave-related studies and projects.
3. Advise the NSS of research and cave management policies, and monitor and supervise the activities covered by this memorandum.
4. Lend aid and assistance to the NSS in the development and implementation of safety programs and search and rescue plans for cave and karst related projects and studies.
5. Hold as proprietary and confidential any materials submitted by the NSS or its IO=s.
6. Acknowledge the work products and data gathered by the NSS in its publications and in any transmittal of material outside the Service.

B. The National Speleological Society will:

1. Conduct projects and studies in caves of the National Park System.
2. Provide to the Service, in either proprietary or non-proprietary form, as agreed in advance (e.g., in Operating Procedures developed with IOs and/or Grottos for specific projects), a written report of all activities, maps and other documents (e.g., computerized survey data and/or copies of survey notes) which result from work conducted under this Memorandum.
3. Provide to the Service copies of any annual reports or occasional publications resulting from projects accomplished under the provisions of this MOU and Operating Procedures with individual parks (such as management or scientific reports) as they become available.
4. Acknowledge the assistance of the Service in its publications and other works resulting from its activities under this Agreement.

- C. The National Park Service and the National Speleological Society will:
1. Coordinate, as practical, publicity concerning the NSS's discoveries, findings, and other activities (as long as such publicity does not conflict with the confidentiality provisions of the Federal Cave Resources Protection Act) on lands administered by the Service. The Service reserves the right to issue news releases and other information determined by the Service to be newsworthy without clearance or approval of the NSS.
 2. The NSS may write and/or publish trip reports in either popular or scientific articles for caving publications and scientific journals without clearance or concurrence of the Service.
 3. Sign amendments to this Memorandum of Understanding as needed. These may include, but are not limited to, local Operating Procedures for field operations and other projects. They will include any policy agreements (e.g., specimen collecting permits) between the NSS and the Service regarding research activities on Service administered lands.

Article IV. TERMS AND DURATION OF THE MEMORANDUM OF UNDERSTANDING
This Agreement will become effective upon approval of both parties, and will extend for a period of five years thereafter. It will be formally reviewed every five years and renewed/altered as appropriate. This Memorandum of Understanding may be terminated at any time upon the mutual agreement of both parties or upon 90-day prior written notice by either party to the other.

V. KEY OFFICIALS

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VI. GENERAL

All obligations of the National Park Service hereunder are subject to the availability of funds and to such direction and instructions as may have been or are hereafter provided by Congress.

During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person

because of race, color, religion, sex, national origin, or disability. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, national origin or disability.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extent to this agreement if made with a corporation for its general benefit.

VII. APPROVALS

/s/ _____
Associate Director,
National Resources Stewardship and Science

Date

/s/ _____
President, National Speleological Society

Date