

## **APPENDIX AK**

November 8, 1997

(Refer to Act 50-601)

Amended 07-08-05

# **MEMORANDUM of UNDERSTANDING BETWEEN BAT CONSERVATION INTERNATIONAL, INC. and the NATIONAL SPELEOLOGICAL SOCIETY**

This Memorandum of Understanding (MOU) is made and entered into by and between Bat Conservation International, Inc., hereinafter referred to as BCI, and the National Speleological Society, hereinafter referred to as NSS.

## **I. Purpose**

The purpose of the MOU is to provide a framework for cooperative activities necessary to the conservation of bat species and their habitat, particularly caves and the areas around them. Collaboration under the MOU would encourage research of known and potentially important roost sites, subsequent protection, and education of NSS cavers, land managers, and the general public. Partnership will result in a better understanding of cave usage by bats, and more informed management decisions. Planned cooperative publications, such as a revised Gating Manual and new educational brochures, will benefit both bats and the caves they use.

## **II. Statement of Mutual Interest and Mutual Benefits**

BCI was formed to promote the conservation of bats by contributing to the study of bats and their habitats worldwide and by educating people about the needs of bats and their valuable roles in ecosystems. BCI provides information and service to scientists, land managers, and the public.

The NSS is a group of volunteer cavers and speleologists from many backgrounds brought together by their common interest in caves. Many cavers are active conservationists, protective of the cave resources they enjoy. The NSS and its members assist scientists and land managers in the study and protection of cave resources, and many members go on to become scientists and resource managers themselves.

It is the desire of both parties to cooperate fully with each other in matters relating to the study and protection of bats and their cave roosts, and to educate others as to the roles and values of bats and cave ecosystems.

In consideration of the above premises, the parties agree as follows:

## **III. BCI shall:**

1. Meet at least annually with representatives of the NSS to discuss current and future bat education and conservation proposals.

2. Cooperate with the NSS in meeting the purposes of this MOU and in accomplishing items of mutual interest and benefit related to the protection and conservation of bats. Such cooperation may include training, inventory, habitat improvement and restoration projects, education, or research projects.
3. Enter into specific agreements with the NSS to accomplish agreed-upon work which will be developed supplemental to this agreement. Such work may include training, consultation, habitat projects, education, or research projects.
4. Not refer to this MOU in commercial advertising in a manner which states or implies that the activities of BCI are approved or endorsed by the NSS.
5. Understand that any press releases or other written material produced by or for BCI discussing this agreement or its purposes must have prior written approval of the NSS.

**IV. The NSS shall:**

1. Identify, define, and consider undertaking the various projects which will facilitate the achievement of the mutual benefits outlined in this MOU. These projects may include, but are not limited to:
  - Pursuing the identification and protection of currently used and historic bat caves.
  - Development of materials designed to educate cavers, land managers, and the general public about bats and their habitats.
  - Promoting bat conservation techniques to NSS members through articles, workshops, and technical bulletins, such as revised Gating Handbook.
  - Encouraging the study of caves and bats by researchers.
2. Assist BCI in identifying activities which will facilitate the development and implementation of programs for the conservation of bats and their habitats.
3. Coordinate planning with appropriate State and Federal agencies to ensure that projects developed under this MOU are consistent with State and Federal Management objectives for wildlife and caves.

**V. It is mutually agreed and understood by and between the said parties that:**

1. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance to applicable laws, regulations, and procedures.
2. This agreement in no way restricts BCI or the NSS from participating with other public and private agencies, organizations, and individuals or from accepting contributions and gifts for the improvement, development, administration, operation, and maintenance of cave resources, specifically as they relate to bats.
3. This MOU may be revised, as necessary, by the issuance of a written amendment, consented to, signed and dated by both parties.
4. Either party may terminate this MOU by providing 60 days written notice. Unless terminated, this MOU will remain in full force and effect.

5. During the performance of work undertaken pursuant to the MOU, any supplements hereto, or any specific agreement entered into pursuant to the authority of this MOU, the parties shall not discriminate on the grounds of race, color, creed, gender, age, physical handicap, or national origin.

**VI. Liaisons:**

BCI and NSS shall establish the NSS-BCI Liaison Committee, which shall consist of one member from each organization. One shall be a member of the NSS, appointed by its Board of Governors. The other shall be appointed by BCI. The liaison committee shall be responsible for keeping each organization informed of projects, goals, and activities of the other organization. The liaison committee shall also promote understanding and cooperation between the NSS and BCI.

**VII. Effective date:**

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

Bat Conservation International

National Speleological Society

\_\_\_\_\_Date\_\_\_\_\_  
Steven M. Walker  
Associate Executive Director

\_\_\_\_\_Date\_\_\_\_\_  
Dave Luckins  
President