

FS Agreement No. 11-MU-1113-2424-010
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
CAVE RESEARCH FOUNDATION
And The
USDA, FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Cave Research Foundation, hereinafter referred to as "CRF," and the USDA, Forest Service, hereinafter referred to as the "U.S. Forest Service."

Title: National Memorandum of Understanding between the U.S. Forest Service and Cave Research Foundation.

I. PURPOSE:

The purpose of this MOU is to (1) document the cooperation between the Cave Research Foundation (hereafter referred to as CRF) and the U.S. Forest Service to achieve more effective and efficient management and study of caves; (2) recognize the invaluable contributions of the CRF on behalf of cave resources on National Forest Service lands; and (3) establish a national framework upon which the CRF and the Forest Service may cooperatively conduct scientific research, cartography, and interpretive activities on lands administered by the U.S. Forest Service. The mechanism for working cooperatively will be specific agreements or permits between the individual National Forests and the CRF.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both the CRF and the Forest Service have responsibilities and interests in cave and karst research, conservation, and protection.

The U.S. Forest Service is dedicated to the sustained management of natural resources on National Forest Systems lands by providing for multiple uses of these resources for current and future generations. Managing the resources of the Nation's forests and grasslands requires the complex integration of resource assessments, management actions, and cooperative partnerships. By working with partners, the U.S. Forest Service expands its capability to participate in conservation through stewardship, research, and education/outreach. The Federal Cave Protection Act of 1988 directs the U.S. Forest Service to secure, protect, and preserve significant caves on Federal lands and to foster increased cooperation and exchange of information between governmental authorities and those who use caves for scientific, education, or recreational purposes.



Established in 1957, the CRF is a private, non-profit organization dedicated to: facilitating research, management, and interpretation of caves and karst resources; forming partnerships to study, protect and preserve cave resources and karst areas; and promoting the long term conservation of caves and karst ecosystems. The Foundations goals are to promote exploration and documentation of caves and karst areas, to initiate and support cave and karst research, to aid in cave conservation and protection, and to assist with the interpretation of caves and karst to the public.

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

III. CAVE RESEARCH FOUNDATION SHALL:

- A. Conduct approved research in caves on National Forest System lands. Research projects should be documented in agreements at the local level and may include volunteer agreements, special use permits, Memoranda of Understanding, Participating Agreements, etc. Local forest service staff should work with volunteers to determine which instrument is best suited for the proposed work.
- B. Establish or continue field operations in selected areas of the National Forest System.
- C. Provide Cave Research Foundation Annual Reports and occasional publications (such as management reports) to the Service as they become available.
- D. Acknowledge the assistance of the U.S. Forest Service in its publications and other works resulting from CRF's activities under this agreement.
- E. Encourage graduate research in caves through fellowship and grants (proposed projects shall be selected by peer review).
- F. Identify in local subagreements, as funding and resources are available, how cave and karst resource information will be handled. Local agreements will classify information ownership into two categories: 1) information belonging to the U.S. Forest Service which is available as public information, unless specifically exempt under the Freedom of Information Act and 2) information belonging to cooperating organizations or volunteers which will be made available to the U.S. Forest Service to aid its management decision making, but will not remain in possession of the Service and which will be treated by the U.S. Forest Service as proprietary information under the Freedom of Information Act to the full extent the law allows.



IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide access to lands administered by the U.S. Forest Service for approved cave and karst research as available.
- B. Advise the CRF of opportunities for cave and karst related research.
- C. Advise the CRF of U.S. Forest Service research policies.
- D. Acknowledge the work products and data gathered by CRF in its publications and in any transmittal of such material outside the Service.
- E. Recognize that members of the CRF have knowledge and skills that can help the Service carry out its mission including tasks such as:
 - a. Developing cave management plans,
 - b. Peer review of research proposals brought to the U.S. Forest Service,
 - c. Providing surveying and cartographic assistance,
 - d. Inventorying cave locations and cave resources,
 - e. Conducting information and education programs, and
 - f. Conducting or sponsoring research on caves and cave resources including research dealing with White-Nose Syndrome.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Publicity concerning the CRF's activities on lands administered by the Service will be coordinated between parties.
- B. Meeting with U.S. Forest Service Units to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities to promote conservation, research, and education will be encouraged.
- C. Concerns surrounding White-Nose Syndrome may require new restrictions or equipment for projects
- D. The parties to this agreement recognize that unlimited access to some types of cave resource information can lead to loss or damage to non-renewable resources.
- E. Special requirements such as decontamination protocols, dedicated cave gear, etc. for volunteers are necessary when conducting research.



F. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Scott House, President Address: 1606 Luce St. City, State, Zip: Cape Girardeau MO 63701 Telephone: 573-651-3782 Email: scott_house@semo.net	Name: Scott House, President Address: 1606 Luce St. City, State, Zip: Cape Girardeau MO 63701 Telephone: 573-651-3782 Email: scott_house@semo.net

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Cynthia Sandeno, National Cave and Karst Coordinator Address: 200 Sycamore Street City, State, Zip: Elkins, WV 26241 Telephone: 304-636-1800 ext. 194 FAX: 304-637-0582 Email: cmsandeno@fs.fed.us	Name: Jonathan Stephens, Program Manager Trails and Congressionally Designated Areas Address: 201 14 th Street SW City, State, Zip: Washington DC 20250 Telephone: (202) 205-1701 FAX: (202) 205-1145 Email: jstephens02@fs.fed.us

- G. **NON-LIABILITY.** The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- H. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or CRF is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To CRF, at CRF's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- I. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or CRF from participating in similar activities with other public or private agencies, organizations, and individuals.



J. ENDORSEMENT. Any of CRF's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of CRF's products or activities.

K. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

L. USE OF U.S. FOREST SERVICE INSIGNIA. In order for CRF to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

M. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.

N. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).



- O. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. CRF is/are encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments.

CRF may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. CRF is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- P. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. CRF shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- Q. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

- R. DEBARMENT AND SUSPENSION. CRF shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should CRF or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- S. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- T. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for five (5) years after execution at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

- U. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



1/10/2011

SCOTT HOUSE, PRESIDENT
Cave Research Foundation

Date

2/14/2011

JIM BEDWELL, DIRECTOR RECREATION,
HERITAGE AND VOLUNTEER RESOURCES
U.S. Forest Service,

Date

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