

MEMORANDUM OF UNDERSTANDING
Cave and Karst Resource Protection

Agreement Number – XXXXXX

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Memorandum of Understanding
between
The Department of the Interior
National Park Service
and the
Cave Research Foundation

This Agreement is entered into by and between the National Park Service (hereinafter “NPS”), United States Department of the Interior, and the Cave Research Foundation (hereinafter “CRF”).

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

Whereas, The CRF is a 501(c)(3) not-for-profit membership organization that includes individual members and is organized in three areas (operations, projects, and committees) 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.

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is to cooperatively engage the CRF in scientific research, cartography, and interpretive activities on lands administered by the NPS.

The NPS and the CRF agree that the CRF may conduct studies and related projects to develop scientific understanding of caves and karst features within the National Park System, subject to the provisions of scientific research and collecting permits, specific operating agreements or other permits to be issued by the NPS, and that the NPS may use the results of CRF 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 to the public.

The CRF shall provide to the designated NPS managers reports on its work and its other activities in the parks and, upon request of the NPS, shall provide maps of caves that the CRF has surveyed and any other information acquired from its activities on lands administered by the NPS that the NPS considers helpful in the preservation, management or interpretation of caves and karst features.

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ARTICLE II – AUTHORITY

The authority for this Agreement is *16 U.S.C. §§ 1 – 3 (2011)*.

ARTICLE III – STATEMENT OF WORK

The parties agree that:

A. The National Park Service will:

1. Provide access to lands administered by the NPS under permits issued by the NPS in accordance with applicable law and policy.
2. Advise the CRF of opportunities for cave related research.
3. Advise the CRF of NPS research policies and permitting procedures.
4. Acknowledge the work products and data gathered by the CRF in its publications and in any transmittal of such material outside the NPS.

B. The Cave Research Foundation will:

1. Conduct research in caves in the Park System under permits issued by the NPS in accordance with applicable law and policy.
2. Establish or continue field operations in selected areas of the National Park System in accordance with permits issued by the NPS in accordance with applicable law and policy.
3. Provide CRF Annual Reports and occasional publications (such as management reports) to the NPS for NPS freely to use in its activities as they become available.
4. Acknowledge the assistance of the NPS in its publications and other works resulting from CRF's activities under this agreement.
5. Encourage graduate research in caves through fellowships and grants (proposed projects shall be selected by peer review).
6. Make no public statements on cave and karst-related to NPS administered lands or policy without first gaining NPS approval in writing, from the Park Superintendent.

C. The National Park Service and the Cave Research Foundation will:

1. Coordinate publicity concerning CRF activities on lands administered by the NPS.
2. Sign amendments to this Memorandum of Understanding as needed.
3. Adhere to NPS Management Policies, including observance of NPS requirements regarding scientific and scholarly integrity (see Director's Order #79).

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ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of 5 years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article VI that follows.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. These persons may delegate their authority and responsibility hereafter. They are:

1. For the NPS:

Associate Director, Natural Resource Stewardship and Science
Herbert C. Frost
1849 C Street, NW
Room 3130
Washington, D. C. 20240
Telephone: 202.208.3884
Email: bert_frost@nps.gov

2. For CRF

Charles Fox, President
Cave Research Foundation
5527 Nighthawk Dr.
Indianapolis, Indiana 46254-4767
Telephone: 317-297-1918
Email: charles.d.fox@sbcglobal.net

B. **Changes in Key Official** – Neither the NPS nor the CRF may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be appropriate to the purposes of this MOU and will be memorialized by an exchange of letters. The letters will become part of the MOU.

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ARTICLE VI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences. In the event of termination of this Agreement, any scientific research and collecting permits or Special Use Permits then in force will be continued to term or canceled, depending on circumstances at the time.

ARTICLE VII – STANDARD CLAUSES AND ADDITIONAL TERMS

- A. During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, and Executive Order 11246 on 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.
- B. 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 extend to this agreement if made with a corporation for its general benefit.
- C. All obligations of the NPS hereunder are subject to the availability of funds and to such direction and instructions as may have been or are hereafter provided by Congress.
- D. The CRF will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or Government employee endorsement of a product, service, or position which the CRF represents. No release of information relating to this Agreement may state or imply that the Government approves of the CRF's work product or considers the CRF's work product to be superior to other products or services.

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E. The CRF shall not disclose information about cave locations or park resources that are identified by NPS as exempted from release under the Freedom of Information Act, or are exempted, limited, or prohibited from release by other laws or regulations now in existence or that are enacted during the life of this MOU without prior approval of the NPS.

F. Public Information

(a) Use of Name and Marks

CRF shall not use park unit names, NPS, National Park Service, or the NPS arrowhead logo or the name or logo of the Department of the Interior on any public information releases relating to any invention, product or service that is directly or indirectly related to either this Agreement or any patent license or assignment agreement that implements this Agreement without the prior approval of the NPS.

(b) NPS Credit Line

Upon request by NPS, CRF agrees to include an NPS-provided credit line in information that CRF publicly releases and to require its licensees and sublicensees to include an NPS-provided credit line in information they publicly release.

G. The opportunity this MOU provides the CRF to conduct research and cartography and to interpret caves and other karst features within lands administered by the NPS is nonexclusive. The NPS reserves the right to permit any person or organization which it deems qualified to conduct research and interpret caves or other karst features within any lands administered by it.

H. CRF is not an agent or representative of the United States, the Department of the Interior, or NPS, nor will CRF represent itself as such to third parties. NPS employees are not agents of CRF and will not represent themselves as such to third parties. No joint venture, joint enterprise or other entity is created by this Agreement.

I. The CRF hereby agrees to indemnify, save, and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the CRF, its officers, its employees, or its agents, arising out of or in any way connected to activities authorized pursuant to this agreement. This obligation shall survive the termination of this agreement. Except as provided herein nothing shall restrict the rights of the

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United States or the CRF as provided by law.

- J. The construction validity, performance and effect of this Agreement for all purposes shall be governed by applicable Federal laws.

ARTICLE VIII - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below

FOR THE NATIONAL PARK SERVICE

 _____ Associate Director, Natural Resource Stewardship and Science	<u>1/31/2013</u> Date
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FOR THE CAVE RESEARCH FOUNDATION

 _____ President, Cave Research Foundation	<u>2/12/2013</u> Date
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