

APPENDIX AH

November 9, 1991:5

Refer to Act 41-758

Revised 03/07/20:3, 07/30/18:22, 03/23/13:10, 07/08/05, 10/20/01

**MEMORANDUM OF UNDERSTANDING
Cave and Karst Resource Protection**

**Memorandum of Understanding
between
The Department of the Interior
National Park Service
and the
National Speleological Society**

This Agreement is entered into by and between the National Park Service in the United States Department of the Interior (hereinafter “NPS”), and the National Speleological Society (hereinafter “NSS”).

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 NSS is a non-profit membership organization that includes individuals, Grottos, and Internal Organizations (IO’s) dedicated to the scientific study of caves and karst landscapes; protecting caves and their natural and cultural contents through conservation, ownership, stewardship, and public education; and promoting responsible cave exploration and fellowship among those interested in caves; therefore

ARTICLE I – BACKGROUND AND OBJECTIVES

The objective of this Agreement is, pursuant to the Federal Cave Resources Protection Act of 1988, to cooperatively engage NSS members in the inventory, scientific study, management, and protection of caves and cave resources located on lands administered by the NPS.

It is mutually agreed that the NPS 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, education, restoration, administration assistance, interpretation, mapping, inventories, research, monitoring, and the development of cave management documents. The NPS will develop project and site-specific operating procedures with NSS individuals, IO's and Grottos, and issue scientific research and collecting permits or special use permits, as appropriate. The NPS recognizes the independent nature of the NSS IO's and

will not hold the NSS responsible for an IO's non-participation, lack of compliance, or other actions taken under any specific park operating procedures. The NPS may use the results of NSS studies and projects in its development and application of cave management practices and procedures and in its interpretation for the public of the natural and historic features in units of the National Park System. The NSS recognizes the individual responsibilities and jurisdiction of each individual park and will not hold the NPS responsible for a park's non-participation in activities outlined in this agreement.

The NSS shall provide to the designated NPS managers reports on its work and other activities in the parks 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. Such information includes, but is not limited to, reports required as conditions of permits, the location and nature of paleontological and archaeological resources, cave surveys (cartographic and biological), and cave locations.

This agreement, by itself, does not authorize any activity in any individual park but encourages the NPS and NSS to work cooperatively.

ARTICLE II – AUTHORITY

The authority for this Agreement is 54 U.S.C. §§ 100101.

ARTICLE III – STATEMENT OF WORK

The parties agree that:

A. The National Park Service will:

1. Provide access to lands and the caves beneath those lands administered by the NPS for the stated purposes of this MOU and consistent with purposes and conditions of appropriate park permits.
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. Provide appropriate 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. Unless the parties otherwise agree, hold as proprietary and confidential materials submitted by the NSS that are labeled “proprietary and confidential.”
6. Acknowledge the work products and data gathered by the NSS in its publications and in any NPS use of NSS material.

7. Recognize the NSS, its IO's, and knowledgeable individual cavers as natural partners in the collaboration necessary to understand and manage cave and karst resources.
8. Acknowledge the members of the NSS and its local chapters who have specialized skills in cave search and rescue techniques and appropriate resources including specialized equipment. Recognize that NSS also possesses specialized information and resources for cave rescue in the form of equipment caches and resource lists maintained by the NCRC regional coordinators.

B. The National Speleological Society will:

1. Conduct projects and studies in caves of the National Park System.
2. Provide to the NPS as agreed in advance (e.g. in operating procedures developed between parks and NSS), written reports of all activities, maps and other documents (e.g. computerized survey data and/or originals or copies of survey notes) that result from work conducted under this MOU.
3. Provide to the NPS for NPS freely to use in its activities 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 NPS in NSS publications and other works resulting from activities conducted under this MOU.
5. Educate NSS members and affiliates about the requirement to maintain confidentiality of the nature and specific location of caves in NPS areas, consistent with NPS Management Policies (2006) 4.1.2 (National Resource Information) and 4.8.2.2 (Caves); the Federal Cave Resources Protection Act (16 USC 4304); the National Parks Omnibus Management Act of 1998 (54 USC 100707); and federal regulations at 43 CFR 37.12 (Confidentiality of cave location information).

C. The National Park Service and the National Speleological Society will:

1. Coordinate, as practicable, 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, the National Parks Omnibus Management Act, and other applicable laws or regulations) on lands administered by the NPS. The NPS reserves the right to issue news releases and other information determined by the NPS to be newsworthy without clearance or approval of the NSS.
6. Ensure that any trip reports, popular or scientific articles for caving publications, scientific journals, and any other media receive clearance and concurrence, from the park superintendent, prior to publication in order to ensure

compliance with the confidentiality provisions of NPS Management Policies (2006) 4.1.2 (National Resource Information) and 4.8.2.2 (Caves); the Federal Cave Resources Protection Act (16 USC 4304); the National Parks Omnibus Management Act of 1998 (54 USC 100707; and federal regulations at 43 CFR 37.12 (Confidentiality of cave location information).

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).

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. They are:
 1. For the NPS:
Chief, Geologic Resources Division
Harold Pranger
12795 W. Alameda Parkway
Lakewood, CO 80228
Telephone: 303.969.2014
Email: harold_pranger@nps.gov
 2. For NSS:
President, The National Speleological Society, Inc.
Geary Shindel
6001 Pulaski Pike
Huntsville, AL 35810-1122 USA
Telephone: 256.852.1300
Email: president@caves.org
- B. Key officials may delegate their authority and responsibility hereafter.
- C. Changes in Key Official – Neither the NPS nor the NSS 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.

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, 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 NSS 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) that states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the NSS represents. No release of information relating to this Agreement may state or imply that the Government approves of the NSS's work product, or considers the NSS's work product to be superior to other products or services.
- E. Public Information
 - (a) Use of Name and Marks
NSS 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, NSS agrees to include an NPS-provided credit line in information that NSS publicly releases and to require its licensees and sublicensees

to include an NPS-provided credit line in information they publicly release.

- F. The opportunity this MOU provides to the NSS, its IO's, and Grottos to conduct exploration, studies, projects, and cartography or interpret caves or karst features on lands administered by the NPS is nonexclusive. The NPS 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.
- G. NSS is not an agent or representative of the United States, the Department of the Interior, or NPS, nor will NSS represent itself as such to third parties. NPS employees are not agents of NSS and will not represent themselves as such to third parties. No joint venture, joint enterprise or other entity is created by this Agreement.
- H. The NSS 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 NSS, 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 United States or the NSS as provided by law.
- I. 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

/s/

Harold S. Pranger, II
Chief, Geologic Resources Division

February 6, 2020
Date

FOR THE NATIONAL SPELEOLOGICAL SOCIETY

/s/

Geary M. Schindel, President
National Speleological Society, Inc.

January 13, 2020
Date

*** This document has been reformatted to mirror the style used in this manual. Consult the original MOU to view official signatures. ***