Memorandum of Understanding
between the
Bureau of Land Management, New Mexico Offices
and the
Southwestern Region of the National Speleological Society

1 Introduction
This Memorandum of Understanding (MOU) is hereby made and entered into by and between the New Mexico Bureau of Land Management (BLM) an agency of the U.S. Department of the Interior, hereinafter referred to as the BLM and the Southwestern Region (SWR) of the National Speleological Society (NSS), hereinafter referred to as the SWR to facilitate cooperation and enhance the responsible use and enjoyment, study, conservation, restoration, education, and management of cave and karst resources on BLM managed lands.

The BLM and SWR recognize the value in promoting public-private partnerships that encourage responsible use of public land caves and karst lands. They share the common interest in management responsibilities and disseminating information which include stewardship of public lands for recreational, scientific, and educational activities while protecting these natural and cultural cave resources.

2 Purpose
The purpose of the MOU is to establish a framework upon which the BLM and the SWR may cooperatively plan and accomplish mutually beneficial work projects or activities as they relate to the effective and efficient management of cave and karst resources. This cooperation serves the mutual interest of the parties and the public. The BLM relies on volunteer assistance from members of organizations interested in cave and karst resources, primarily members of the SWR, to provide manpower and expertise needed to protect and manage these resources, some of which are fragile.

Continued or improved management of cave and karst resources on public lands requires this type of volunteer assistance. This agreement addresses general management actions related to cave resources. Site-specific projects will be addressed in separate Volunteer Service Agreements or other appropriate documents. The terms of this agreement will be applicable to all BLM/SWR site-specific projects.

Both parties believe that increased cooperation will promote better management of cave and karst resources and that these joint efforts will have long-term benefits. The agreement establishes broad principles to assist the local units of the BLM in developing subordinate agreements, and most importantly, to recognize that such local cooperation represents one of the best ways the BLM has for carrying out its cave and karst resource management responsibilities. Cooperation and coordination may involve a wide range of activities including, but not limited to ensuring a safe and enjoyable use of public lands for recreation, exploration, inventory, research, monitoring, education, protection, restoration, and other activities necessary to conserve these nonrenewable resources.

3 Authority
This MOU is entered into by the BLM under the following authorities: or
This agreement is made under the following authorities:
The Federal Land Policy and Management Act of 1976, Section 307(b), 43 U.S.C. 1737(b)
The Federal Cave Resources Protection Act of 1988, Section 4(b) (3), 16 U.S.C. 4303(b) (3)

Direction and guidance for this and other agreements for cave resources management is set forth in the Memorandum of Understanding between the United States Department of the Interior, Bureau of Land Management, the National Speleological Society and the Cave Research Foundation (2013) to which this agreement tiers.

4 Statement of Mutual Benefit and Interests:

Both the SWR and the BLM have responsibilities and interests in the conservation and management of cave and karst resources.

The Federal Cave Protection Act of 1988 authorizes the BLM to secure, protect, and preserve significant caves including their locations on Federal lands and to foster increased cooperation and exchange of information between governmental authorities and those who use caves for recreational, scientific, or education purposes.

The BLM is dedicated to the sustained management of natural resources on public lands by providing for multiple uses of these resources for current and future generations. Managing the resources of the nation's public lands requires the complex integration of resource assessments, management actions, and cooperative partnerships. By working with partners, the BLM expands its capability to participate in conservation through stewardship, research, and education/outreach. Through Federal laws and regulations, the BLM has responsibility for conserving biodiversity through the management habitats, including caves, and by providing special protection for threatened, endangered, and sensitive species.

The Southwestern Region (SWR) of the National Speleological Society (NSS) is a non-profit volunteer-membership organization affiliated with the NSS and is a recognized member region. The SWR was established in 1962 dedicated to promoting responsible exploration and fellowship among those interested in caves; protection of caves and karst features through conservation, stewardship, and public education; and advancing the study and knowledge of caves.

Members of the SWR encourage exploration, protection, and conservation of caves and provide contact with thousands of serious explorers and scientists in the United States.

Through a collaborative effort, the BLM and the SWR will work together to maintain and improve cave resources within BLM New Mexico public lands, seek and use the skills, knowledge and expertise in SWR to plan, develop and implement cave management and conservation efforts with BLM New Mexico and use volunteers and volunteer labor under a Volunteer Services Agreement or appropriate documents.

In consideration of the above premises, the parties agree to the following provisions:

5 Southwestern Region Membership shall:

Assist the BLM in identifying, evaluating, managing, and protecting cave resources on BLM managed public lands for the purpose of maintaining their recreational, unique nonrenewable geological, hydrological, cultural, paleontological, fragile biological, and scientific values for present and future uses.

Support BLM sponsored projects which may encompass phases of work including preparation of plans, specifications, estimates, acquisition and actual construction, treatment, rehabilitation, restoration, or
The Bureau of Land Management shall:

Recognize the SWR, its internal organizations, and knowledgeable cavers as natural partners in the collaboration necessary to manage cave and karst resources. Consultation with these groups and individuals is important because they are often the best source of information about caves, the primary special interest group, and the principal users of caves on public lands.

Recognize that members of the SWR and its associated grottos have specialized skills in cave resource inventory, survey, and evaluation.
Encourage volunteer involvement of qualified and experienced cavers and caving organizations in cave management projects through the use of volunteer or other appropriate agreements. Development of specific agreements shall be the responsibility of the individual BLM offices and local internal organizations (grottos) of the SWR.

Provide user opportunities which are compatible and consistent with objectives set forth in land and resource management plans. These might include recreation, education, research, or commercial activities. Provide non-exclusive access to BLM administered lands for cave and/or karst related projects.

Ensure that all activities covered under this MOU will be consistent with the BLM's management decisions in land use and activity plans. Notify the SWR of any changes to national changes to law, regulation, policy, or protocol related to cave and karst resource management.

Recognize that members of the SWR and its associated grottos have specialized skills in cave search and rescue techniques that should be included in planning and execution of responses to emergency incidents by the BLM. The SWR also possesses specialized information and resources for cave rescue in the form of equipment caches and resource lists maintained by the National Cave Rescue Commission Regional Coordinators.

Inform the SWR of opportunities for cave/karst related research.

7 It is Mutually Understood and Agreed by and Between the Parties that:

Actions taken by any person's working under this Agreement are consistent with safe and responsible caving, and comply with applicable agency laws regulations, plans, policies and protocols.

Cave and karst resource information is classified into two categories:

- information belonging to the BLM, unless specifically exempt under the Freedom of Information Act, will continue to be available as public information, and;
- information belonging to cooperating organizations or volunteers which will be made available to the BLM to aid its management decision making, but will not remain in possession of the BLM and which will be treated by the BLM as proprietary information under the Freedom of Information Act to the full extent the law allows.

Information furnished to the BLM under this MOU is generally not subject to disclosure under the Freedom of Information Act (5 U.S.C. 552), as provided in the Federal Cave Resources Act of 1988, Section 5, “confidentiality of information concerning the nature and location of significant caves.” Any non-cave related information furnished to the BLM under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).

Joint meetings will occur when required to discuss accomplishments and needs, and identify opportunities for cooperative work on mutually beneficial volunteer projects, activities and other collaborative efforts which promote cave exploration, conservation, research and education. The Participating Management Team (PMT) is a work group consisting of appointees from the BLM, SWR, and other organizations concerned about the cave resource. The Southwestern Region representation on the PMT will be directed by the Chairman of the SWR, who will appoint SWR members to the PMT. The BLM representatives will be designated by BLM management.

8 Responsibilities of Parties – General Provisions
Non-Liability – The parties to this MOU do not assume liability for any third party claims for damages arising out of this MOU.

This MOU in no way restricts the BLM or the SWR from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

Nothing in this MOU may be interpreted to imply that the United States, the Department of the Interior, or the BLM endorses any product, service, or policy of the SWR or any of its member organizations. The SWR will not take any action or make any statement that suggests or implies such endorsement.

The BLM and the SWR will handle their respective activities and separate resources, including funds, (except as provided in the following section), in furtherance of this MOU. Activities shall occur in a coordinated and mutually beneficial manner to meet the purpose(s) of the MOU.

Nothing in this MOU shall obligate either the BLM or the SWR to any current or future expenditure of resources or transfer of funds. 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 agreements 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. Such activities must be independently authorized by appropriate statutory authority. This MOU neither provides, nor meets this authority. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law, regulation, and policy. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

The parties will comply with the Federal Advisory Committee Act to the extent it applies.

Prior to any issuing any press, media releases, published advertisements, or other statements intended for the public, involving activities covered in this MOU, the BLM and SWR will consult with and obtain permission from the other party.

During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of his/her of age, race, color, religion, sex, national: origin, or disability.

Nothing herein is intended to conflict with the current Department of the Interior, Bureau of Land Management, NSS, or SWR directives. If any term of this agreement is deemed inconsistent with those directives, then the portions of this agreement that are inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect.

This MOU takes effect upon the signature of the BLM and SWR responsible officials and shall remain in effect for five years from the date of the last signature. This MOU may be extended or amended upon written request of either the BLM or the SWR and the subsequent written concurrence of the other. Either the BLM or the SWR may terminate this MOU with a 30-day written notice to the other.

Modifications within the scope of the MOU shall be made by mutual consent of the parties hereto, by the issuance of a written modification, signed and dated by the parties, prior to any changes being performed.

9 Principal Contacts and Signatures
Individuals listed below are authorized to act in their respective areas for matters related to this Memorandum of Understanding. The participants are the Southwestern Region of the National Speleological Society and the New Mexico Bureau of Land Management.

Principal BLM Contacts

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Principal Cooperator Contacts

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The parties signing below have executed this memorandum of understanding:

BLM Signatory Name: 
BLM Signatory Title: 
Date

Cooperator Signatory Name: 
Cooperator Signatory Title: 
Date

The authority and format of this MOU has been reviewed and approved for signature.
BLM Agreements Coordinator 
Date