

FS Agreement No. 13-MU-11132424-013  
Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**NATIONAL CAVE AND KARST RESEARCH INSTITUTE**  
**And The**  
**USDA, FOREST SERVICE**

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

Background: In 1998, Congress created the NCKRI via Public Law 105-325, 16 U.S.C. §4310 note. The NCKRI started as a federal institute within the U.S. National Park Service. In 2006, NCKRI changed to a non-profit corporation to boost its ability in creating partnerships with other organizations, raising funds, and responding quickly to new opportunities. NCKRI is an independent 501(c)(3) corporation with federal Congressional mandates, obligations, and funding, as well as funding through the State of New Mexico, both in partnership with the City of Carlsbad, New Mexico. NCKRI is administered through the New Mexico Institute of Mining and Technology.

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

**PURPOSE:** The purpose of this MOU is to establish a national framework upon which the NCKRI and the Forest Service may cooperatively develop and accomplish mutually beneficial work projects and activities as they relate to cave and karst research, education, and management. The mechanism for working cooperatively will be specific agreements, contracts, or permits between the individual National Forests and the NCKRI. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

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. This national agreement establishes broad principles to assist the local units of the Forest Service in developing agreements, and most importantly, to recognize that such local cooperation can help expand organizational capacity by combining resources and skills with partners in accordance with the following provisions.



## **I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Forest Service is dedicated to the sustained management of natural resources on National Forest System (NFS) lands 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 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.

The NCKRI is a non-profit government-supported institute headquartered in the City of Carlsbad, New Mexico. Its goals are to conduct, support, facilitate, and promote programs in cave and karst research, education, environmental management, and data acquisition and sharing.

The purpose of NCKRI, as mandated by its enabling Congressional legislation, is to: 1) further the science of speleology; 2) centralize and standardize speleological information; 3) foster interdisciplinary cooperation in cave and karst research programs; 4) promote public education; 5) promote national and international cooperation in protecting the environment for the benefit of cave and karst landforms; and 6) promote and develop environmentally sound and sustainable resource management practices.

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

## **II. NCKRI SHALL:**

- A. Collect data to help manage caves and karst and participate in conservation and restoration activities such as:
  - i. Development of cave and karst management plans.
  - ii. Inventory of cave and karst locations and cave resources.
  - iii. Notifying the Forest Service of any sensitive resources such as paleontological or archaeological materials found in caves.
  - iv. Monitoring of visitor use and compliance with cave regulations.
  - v. Providing surveying and cartographic assistance.
  - vi. Conducting research on caves and karst resources.
- B. Promote awareness of and responsible attitudes toward karst and cave resources and their management needs to the public.



- C. Conduct approved research in caves and karst on NFS 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 NCKRI staff to determine which instrument is best suited for the proposed work.
- D. Support responsible research in caves and karst on NFS and other lands and encourage the dissemination of scientific information.
- E. Identify in local agreements, 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 as proprietary information under the Freedom of Information Act to the full extent the law allows.
- F. Participate in ongoing meetings, as necessary, to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities for the promotion of cave and karst conservation, research and education
- G. Provide NCKRI's Annual Reports and occasional publications (such as management reports) to the Forest Service as they become available.
- H. Acknowledge the assistance of the U.S. Forest Service in its publications and other works resulting from NCKRI's activities under this agreement.
- I. Support formal and informal education initiatives on caves and karst on NFS and other lands.

### **III. 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 NCKRI of opportunities for cave and karst related research.
- C. Advise the NCKRI of U.S. Forest Service research policies.
- D. Participate in ongoing meetings, as necessary, to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities for the promotion of cave conservation, research and education.
- E. Provide Forest Service Cave and Karst Annual Reports and occasional publications (such as management reports) to NCKRI as they become available.



F. Acknowledge the assistance of the NCKRI in its publications support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

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

- A. White-nose Syndrome (WNS) has had devastating effects on bat populations. Concerns for bat populations and effects of WNS may require new restrictions or protocols for personnel and volunteers working on projects, and may be a means to increase collaboration for monitoring cave and karst resource conditions. Such special requirements may include decontamination protocols, dedicated cave or research gear, etc. as identified by the Forest Service.
- B. Unlimited access to cave resource information can lead to loss or damage of non-renewable resources. All parties agree to support the Forest Service guidelines for maintaining the confidentiality of cave locations, and any archeological and paleontological resources they may contain.
- C. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

| <b>Cooperator Program Contact</b>  | <b>Cooperator Administrative Contact</b>   |
|--|--|
| Name: George Veni, Executive Director<br>Address: National Cave and Karst Research Institute<br>400-1 Cascades Avenue<br>City, State, Zip: Carlsbad, New Mexico 88220-6215<br>Telephone: 575-887-5517<br>FAX: 575-887-5523<br>Email: gveni@nckri.org | Name: Debbie Herr, Administrative Coordinator<br>Address: National Cave and Karst Research Institute<br>400-1 Cascades Avenue<br>City, State, Zip: Carlsbad, New Mexico 88220-6215<br>Telephone: 575-887-5518<br>FAX: 575-887-5523<br>Email: dherr@nckri.org |

**Principal U.S. Forest Service Contacts:**

| <b>U.S. Forest Service Program Manager Contact</b>  | <b>U.S. Forest Service Administrative Contact</b>   |
|---|---|
| Name: Cynthia Sandeno, National Cave Coordinator<br>Address: USDA Forest Service<br>City, State, Zip: 200 Sycamore Street Elkins, WV 26241<br>Telephone: 304-636-1800 ext. 194<br>FAX: 304-637-0582<br>Email: cmsandeno@fs.fed.us | Name: Martha Twarkins, Assistant Director<br>Address: USDA Forest Service<br>City, State, Zip: 201 14th Street, SW Washington, D.C. 20024<br>Telephone: 202-205-0425<br>FAX: (202) 205-1145<br>Email: mtwarkins@fs.fed.us |



- D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement NCKRI acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If NCKRI fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds NCKRI has expended in violation of sections 433 and 434.
- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NCKRI 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 NCKRI, at NCKRI'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.
- F. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or NCKRI from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of NCKRI's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of NCKRI's products or activities.
- H. 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 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 (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement 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 agreement, 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 agreements must comply with all applicable law

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

- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NCKRI 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.
- J. 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 agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. 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).
- L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NCKRI shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NCKRI shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any USDA Federal funding.
- In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*
- To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**
- If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:
- "This institution is an equal opportunity provider."***
- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. NCKRI 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 NCKRI 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.
- Q. 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.



R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through five years at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

S. 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.

28 Feb 2013

GEORGE VENI, EXECUTIVE DIRECTOR  
National Cave and Karst Research Institute

Date

3.21.13

LIZ CLOSE, DIRECTOR RECREATION,  
HERITAGE, AND VOLUNTEER RESOURCES  
U.S. Forest Service

Date

The authority and format of this agreement have been reviewed and approved for signature.

11/14/12

WILLIS S MITCHELL  
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.