

MEMORANDUM OF UNDERSTANDING

Among

BUREAU OF LAND MANAGEMENT

And

NATIONAL SPELEOLOGICAL SOCIETY

And

CAVE RESEARCH FOUNDATION

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by and among the U.S. Department of the Interior Bureau of Land Management, hereinafter referred to as the BLM; the National Speleological Society, hereinafter referred to as the NSS; and the Cave Research Foundation, hereinafter referred to as the CRF.

I. PURPOSE

The purpose of the MOU is to establish a framework for the development of cooperative management and volunteer agreements among the BLM and the NSS and the CRF. These types of agreements provide official recognition to cooperators and volunteers, and encourage these organizations to make a greater commitment in aiding BLM's management of unique nonrenewable cave and karst resources on the national system of public lands.

The BLM has a history of working with volunteers who are members of organizations interested in caving, primarily members of the NSS and the CRF. In recognition of shared concerns and the benefits of cooperation, the BLM, NSS, and CRF developed this Memorandum of Understanding.

- A. The BLM is responsible for the management of approximately 1,000 caves and karst areas nationally. These resources may provide critical groundwater recharge along with their associated resurgences and wildlife habitat; repositories for cultural and paleontological materials; unique geologic and mineralogic resources; fragile biologic communities; and unique recreational settings. Management responsibilities include ensuring a safe and enjoyable use of public lands for scientific, recreational, and educational activities while protecting the cave and karst resources.
- B. The NSS is a non-profit membership organization dedicated to the scientific study of caves and karst; protecting caves and their natural contents through conservation, ownership, stewardship, public education, and promoting responsible cave exploration and fellowship among those interested in caves.
- C. The CRF, a non-profit volunteer organization incorporated in 1957, is dedicated to facilitating research, managing and interpreting caves and karst resources, forming partnerships to study, protect and preserve cave and karst resources, and promoting

the long term conservation of caves and karst ecosystems. The CRF conducts research on caves and karst features throughout the world. It has conducted most of its work in the United States on Federal lands.

II. AUTHORITY

This MOU is entered into by the BLM under the following authorities:

The Federal Cave Resources Protection Act of 1988, 16 U.S.C. §§ 4301(b) and 4303(c)(2).

The Federal Land Policy and Management Act of 1976 (FLPMA), as amended (43 U.S.C. §§ 1701 *et seq.*).

III. STATEMENT OF MUTUAL BENEFITS

The first national MOU among the BLM, NSS, and CRF was signed in 1984. Since that time the Federal Cave Resources Protection Act of 1988 was passed, several changes in the BLM volunteer program have taken place, and changes in the requirements for MOUs have been initiated. This MOU updates and replaces the 2008 agreement to reflect those changes.

The BLM, NSS, and CRF recognize the value in promoting public/private partnerships that encourage responsible use of public land caves and karst lands. They actively participate in the conservation, protection and responsible use and enjoyment of these natural resources and share a common interest in disseminating this information to the public.

IV. RESPONSIBILITIES and PROCEDURES

A. The Bureau of Land Management will:

1. Provide non-exclusive access to BLM-administered lands for cave/karst related projects, as appropriate.
2. Inform the NSS and CRF of opportunities for cave/karst related research.
3. Cooperate in conducting studies and other cave/karst related projects on BLM lands. These projects may include but are not limited to cave exploration, scientific investigations, restoration, administration assistance, interpretation, mapping, and the development of cave management documents.
4. Under this agreement, acknowledge the work products and data gathered by NSS and CRF agreement in all pertinent BLM publications and any transmittal of such material outside the BLM. To the extent possible by law, maintain sensitive cave information gathered as part of this agreement as proprietary and not subject to the Freedom of Information Act.

B. The NSS and CRF will:

1. Provide to the designated BLM managers reports on their work and other activities on BLM lands and any other information acquired from their activities on BLM lands done under this agreement that is considered helpful in the preservation, management or interpretation of caves and karst.
2. Acknowledge the BLM in their publications and other works resulting from NSS and CRF activities under this agreement.
3. Encourage research in caves and karst and support graduate research through fellowships and grants.
4. Make no public statements on cave and karst related matters relating to BLM lands or policy without first gaining BLM approval in writing.

C. Cooperative Management Agreements:

1. The BLM, NSS, and CRF may enter into cooperative management agreements.
2. The cooperative management agreement will describe the actions required of the cooperating organization(s) and the BLM.

D. Volunteer Agreements:

1. Members of the NSS and CRF are encouraged to sign volunteer agreements with the BLM in accordance with BLM Manual Section 1114. Members may sign either individual or group volunteer agreements for specific projects or long term services rendered.

V. **GENERAL PROVISIONS**

The BLM, NSS, and CRF agree that:

- A. Nothing in this MOU may be construed to obligate the BLM or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this MOU obligate the BLM or the United States to spend funds on any particular project or purpose, even if funds are available.
- B. 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 NSS or CRF or any of its member organizations. The NSS and the CRF will not take any action or make any statement that suggests or implies such endorsement.
- C. Information furnished to the BLM under this MOU will **not** be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), as provided in

the Federal Cave Resources Act of 1988, Sec. 5. CONFIDENTIALITY OF INFORMATION CONCERNING NATURE AND LOCATION OF SIGNIFICANT CAVES.

- D. The parties will comply with the Federal Advisory Committee Act to the extent it applies.
- E. This MOU in no way restricts the BLM, or NSS, or CRF from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- F. 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 age, race, color, religion, sex, national origin, or disability.
- G. Nothing herein is intended to conflict with the current Department of the Interior, NSS, or CRF 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.
- H. Prior to any issuing any press, media releases, published advertisements, or other statements intended for the public, involving activities covered in this MOU, the NSS and CRF will consult with and obtain permission from BLM.
- I. 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.
- J. This MOU becomes effective upon signature by the BLM and the NSS and CRF and, unless terminated, shall be in force for 5 years from the date of the last signature, at which time this MOU shall automatically terminate unless renewed by all parties hereto. Any party to this MOU reserves the right to withdraw from this agreement, or any part thereof, at any time upon 30 days prior written notice to the other party hereto.

K. The principal contacts for this MOU are:

Bureau of Land Management Project Contact	National Speleological Society Project Contact	Cave Research Foundation Project Contact
Andy Tenney Division Chief Recreation and Visitor Services Division (WO-250) Bureau of Land Management 20 M Street, S.E. Washington, D.C. 20003	Wm Shrewsbury NSS President 2813 Cave Avenue Huntsville, AL 35810-4431	Charles Fox CRF President 5527 Nighthawk Dr. Indianapolis, IN 46254
Phone: 202-912-7094	Phone: 256-852-1300	Phone: 317-297-1918
E-mail: atenney@blm.gov	E-mail: president@caves.org	E-mail: charles.d.fox@cave- research.org
BLM Administrative Contact	NSS Administrative Contact	CRF Administrative Contact
Jim Goodbar BLM Senior Cave & Karst Resources Specialist Recreation and Visitor Services Division (WO250) Bureau of Land Management 620 E. Greene St. Carlsbad, New Mexico 88220	Tom Evans NSS Government Liaison 2813 Cave Avenue Huntsville, AL 35810-4431	Pat Kambesis Hamilton Valley Director 177 Hamilton Valley Rd. Cave City, KY 42127
Phone: 505-234-5929	Phone: 256-852-1300	Phone: 270-773-8955
FAX: 505-885-9264	FAX: 256-851-9241	FAX:
E-mail: JGoodbar@blm.gov	E-mail: cavertevans@gmail.com	E-mail: pnkambesis@juno.com

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

for 

Neil Kornze
Principal Deputy Director, BUREAU OF LAND MANAGEMENT

4-5-13

Date

Wm Shrewsbury
President, NATIONAL SPELEOLOGICAL SOCIETY

Date

Charles Fox
President, CAVE RESEARCH FOUNDATION

Date