

**Memorandum of Understanding**

**Memorandum of Understanding**  
**between**  
***The United States Department of the Interior***  
**National Park Service**  
**Lava Beds National Monument**  
**and the**  
**Cave Research Foundation**

This Memorandum of Understanding (MOU) is entered into by and between the National Park Service (“NPS”), United States Department of the Interior, acting through the Superintendent of the Lava Beds National Monument (“Lava Beds”), and the Cave Research Foundation (hereinafter “Foundation”), acting through the President of the Foundation.

This MOU tiers off of and supplements the national MOU between the NPS, Department of Interior and the Foundation, executed in 2006, in which the Foundation and the NPS acknowledge their mutual interest in and the benefits from scientific research, cartography, and interpretive activities on lands administered by the NPS.

**ARTICLE I – BACKGROUND AND OBJECTIVES**

Lava Beds National Monument was established by Presidential Proclamation No. 1755 on November 21, 1925. Lava Beds contains numerous lava tube caves with associated resources. These caves are located throughout the 46,560 acres of Lava Beds. Caves found near developed areas receive significant levels of visitor use per year, while caves found outside of this zone are infrequently visited.

The Foundation is a national 501 (c)(3) organization whose goals are to promote exploration and documentation of caves and karst areas, to initiate and support cave and karst research, to aid in cave conservation and protection, and to assist with the interpretation of caves and karst to the public.

Since 1988, the Foundation has contributed significantly to the investigation and understanding of cave resources at Lava Beds. Foundation activities have included the discovery of previously undocumented caves, conducting surveys and drafting cave maps, conducting cave inventories, monitoring ice levels, establishing a photo-monitoring project, conducting dust studies, and the development of interpretive material. In addition to these research activities, the Foundation was the main impetus in the construction of the Lava Beds Research Center (RC). This project was a 3-way partnership, established in 1998 by Memorandum of Agreement (MOA) 8410-8-001 between the Monument, the Foundation and the Lava Beds Natural History Association. In accordance with this MOA, the foundation raised the funds for construction of the RC, and subsequently supervised its design and construction.

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This MOU recognizes that this long standing partnership between Lava Beds and the Foundation has advanced the knowledge and conservation of caves and geologic features within the Lava Beds. The NPS wishes for the Foundation to continue to provide technical expertise while also contributing to new strategies for accomplishing cave research and preservation at Lava Beds.

In 2006, Lava Beds developed a General Management Plan foundation statement on caves. A foundation statement documents a shared understanding of Lava Beds purpose, significance, resources and values, primary interpretive themes, special mandates, and legal and policy requirements. These statements identify what is most important about a monument to provide basic guidance for decision-making and management. The overall fundamental resources and values for caves at Lava Beds are captured within six programmatic areas: (1) cave structures and features, (2) ecosystem of caves – dependent species, (3) cave research, documentation and inventories, (4) physical processes sustaining caves, (5) public understanding, enjoyment and access of caves, (6) cave preservation and restoration.

Cave monitoring, inventory, and research activities are based on overall guidance provided in the 1996 General Management Plan, 1999 Resource Management Plan, and 1990 Cave Management Plan. At this time, a draft 2011 General Management Plan, draft 2011 Resource Stewardship Strategy and draft 2011 Cave Management Plan are in process of completion

The overall objective of this MOU is to establish the standards, terms, and conditions under which the Foundation will conduct cave monitoring, inventory, research, cartography, and interpretive activities within Lava Beds. The specific objectives of this partnership are to:

- Provide Lava Beds managers with fundamental baseline information and analytical data on the caves and related surface features of the Lava Beds.
- Promote essential understanding through research and education including, but not limited to: surveying, mapping, resources inventory, assessment, monitoring, and interpretation.
- Develop hardcopy and computer based reports and maps, published materials, technical advice, and other informative materials and assistance in support of cave conservation and management goals.
- Provide a natural laboratory in which to conduct research that has far reaching benefits for cave systems worldwide, and advances the science of speleology.
- Develop, conduct, and demonstrate exemplary conservation practices and activities.

## **ARTICLE II - AUTHORITY**

This MOU is entered into pursuant to 16 U.S.C. §§1-3, 4 (Organic Act) and Presidential Proclamation No. 1755, November 21, 1925, Establishing Lava Beds National Monument.

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### **ARTICLE III – STATEMENT OF RESPONSIBILITIES**

A. The Foundation will:

1. Agree to follow all rules and regulations of the National Park Service and Lava Beds National Monument.
2. Conduct approved research projects in accordance with guidelines provided through this document and appendices incorporated by reference in this MOU (see Article XII).
3. Conduct surface or subterranean research, inventory, and monitoring in specified locations of Lava Beds in accordance with approved research permits (RP) as detailed in and associated within the annual work plan
4. Provide a lead contact to communicate and coordinate all Foundation activities within Lava Beds to the NPS Physical Scientist.
5. Research activities conducted by the Foundation, in the caves or lands administered by Lava Beds, must be under the authority of an approved research permit. Each permit will identify a qualified Principal Investigator (PI) who will act under Foundation auspices. The proposal will indicate scope, logistics, and personnel requirements and recommend a schedule through completion. Research permits are covered in depth on NPS websites but should include the following Lava Beds guidelines:
  - a. Research proposals will be developed in coordination with researchers and the NPS to assure scientific validity. The Foundation will follow required procedures set forth in the development of research protocols established by the NPS.
  - b. Responsibilities associated with data management will be specified in research proposals. Copies of resource data collected under approved proposals will be provided as designated within the research permit (RP).
  - c. The Foundation will work with the NPS Physical Scientist and designated Primary Investigator (PI), as established on the RP, to identify the number of Foundation members needed to work on each project.
  - d. The exploration of a minimally documented cave without an approved research proposal is not allowed. This MOU does not grant permission to open, enlarge, modify, dig, stabilize, or otherwise alter cave passages or entrances.

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6. Each PI will work with the NPS Physical Scientist to identify potential impacts associated with each approved research project and develop mitigation measures. Mitigation may include using limited numbers of personnel, limited entries into sensitive caves, and low impact research methods.
7. A brief report will be submitted to the NPS Chief of Resource Management after every site visit. The report will include activities, and progress on each participating PI's research permit (See Appendix C: for deadlines).
8. File an Investigators Annual Report (IAR) of work accomplished within each RP by December 31.
9. Notify the NPS Chief of Resource Management of all proposed external publications prior to printing. Any general, non-scientific, external publications resulting from the Foundation's activities in the Lava Beds will be released only after approval by the Superintendent of Lava Beds. The Foundation will follow the procedures regarding data and publication that are set forth in Article VII below.
  - a. Photo images associated with Fern Cave are not allowed to be published.
10. Prevent the distribution of sensitive cave locations, which include caves currently classified under the 1990 Cave Management Plan as Class 2 and 3 Caves and some Class 4 Caves.
11. Prevent the distribution of location information on any sensitive resources within Lava Beds caves.
12. Adhere to all safety procedures while involved with project-related activities at Lava Beds. The NPS and the Foundation will review all safety and rescue protocols on an annual basis.
13. Provide personal transportation, safety equipment and caving gear.
14. Maintain complete and accurate records on all Foundation members, making sure all persons working on CRF research permits in Lava Beds are current Foundation members.
15. Provide confirmation when research trips are to be conducted. In order to minimize conflicts and achieve efficient use of the research center, scheduling is recommended 4 months in advance with the NPS Physical Scientist. Trips scheduled after that time frame will be arranged on a case by case basis.
16. Provide to the Chief of Resource Management reports on its work and other activities in or related to the Lava Beds. In addition, provide upon written request any other information acquired from its activities in the Lava Beds which Lava Beds managers

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consider helpful in the conservation, management, or interpretation of the cave resources in Lava Beds.

17. Assure that legible copies, either digital or paper, of data collected under approved projects within the Lava Beds are provided annually, or more frequently as appropriate.
18. Provide the Lava Beds with copies of the Foundation Newsletter, the Annual Report, a Lava Beds-specific safety plan, and other products related to activities in Lava Beds.
19. When requested, in written form, assist Lava Beds with cave related topics including interpretation, by reviewing programs, providing the latest and most accurate information, preparing materials, assisting with training programs, and giving lectures or programs to visitors and or staff.
20. Personnel working within the caves must be qualified in applicable scientific or technical disciplines; proficient and physically capable to traverse cave environments, and possess the needed equipment for safe entry and travel (36 CFR 7.36(b) (1)).
21. Vehicles used for approved field activities must display a Foundation vehicle identification tag. Personnel will not park in front of road gates or otherwise obstruct access along primary or fire roads, and will utilize designated parking areas to the greatest extent possible. NPS vehicles are not available for Foundation use except in emergency situations with the permission of the superintendent.
22. The Foundation agrees that the use of any housing or facilities may not be exclusive. If space is available other researchers may be present. The Foundation will perform routine cleaning of accommodations during its activities and at the end of each stay.

### B. The NPS will:

1. The National Park Service (NPS) will provide general oversight for cave and karst research and interpretation activities within the boundaries of Lava Beds National Monument.
2. Identify the NPS Physical Scientist at Lava Beds as the logistics contact for the Foundation. Identify the NPS Chief of Resource Management as the approving official for all foundation activities conducted within Lava Beds. The Chief of Resource Management and Superintendent at Lava Beds will work with the Physical Scientist and the Foundation on developing the annual work plan for the Foundation.
3. Consult with the Foundation, as appropriate, to take advantage of its considerable expertise and information in the study, management, and interpretation of cave resources.

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4. Collaborate with the Foundation to establish annual work plans outlining approved research activities.
  - a. Provide within the annual work plan a list of research projects that the NPS considers a priority in the preservation, management or interpretation of cave resources.
  - b. Provide guidance on submitting and maintaining RPs using the NPS web-based system.
5. Provide housing to Foundation members during scheduled research activities at Lava Beds. Due to the limitations of bed space at the research center, the use of large groups (more than 8 people) will be approved on a case-by-case basis.
6. Provide keys to Foundation members on a sign in/sign out basis that allows for access to storage, work space, road gates or other NPS facilities as appropriate.
7. In conjunction with the Foundation, provide safety information to support the Foundation in performing all research activities within Lava Beds in a safe manner.
8. Provide Foundation PIs with information and field survey equipment as determined in approved research permits and available for use. This may include compass, inclinometer and tape, and global positioning systems equipment.
9. Assist the Foundation in networking with university scientists and others in the development and/or implementation of research proposals.
10. Permit, through approved research/project proposals, and subject to the conditions herein, use of Lava Beds lands and facilities for cave research and related activities.
11. Provide copying services for maps and other materials to researchers as needed to assist with their fieldwork.
12. Provide a physical location for a repository for information gathered by Foundation researchers.
13. Provide specific direction from environmental compliance documents and policies regarding any habitat modification or cave surface modification that could impact natural or cultural resources (i.e. ground disturbance and gating etc.) undertaken by the Foundation.
14. Notify the Foundation of any opportunities to submit proposals to the Service or to other entities for funding of projects.
15. Monument staff participating in Foundation activities while in official duty status

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must receive prior written approval from their respective division chief. NPS personnel on official duty from other NPS units shall notify the Lava Beds Chief of Resource Management. Monument employees or other NPS personnel participating in Foundation activities while not in official duty status must sign the Foundation's "Joint Venturer Agreement," prior to participation. Execution of the "Joint Venturer Agreement" between such an individual and the Foundation does not involve or imply involvement by NPS, and such agreement is undertaken by the individual in his or her capacity as an individual. Off-duty NPS personnel participating in Foundation activities must be Foundation members.

16. The Service agrees to provide housing at the Research Center and waive entrance fees, for Foundation members implementing approved research projects. NPS will provide access to storage facilities and work space. If the Research Center is not available or numbers of researchers exceed the capacity of the RC, then employee housing units or camp sites would be utilized on a space available basis. The source of funds used to pay required housing rent or camping fees would be determined on a case by case basis.
17. NPS will provide maps and cave location data to researchers in accordance with approved research permits (RP).
18. If necessary, NPS will provide containment, cleaning, and decontamination equipment, supplies, and materials at the park research center for cavers use.

C. Lava Beds National Monument and the Foundation agree to:

1. The Foundation and the NPS Physical Scientist at Lava Beds will develop an updated work plan annually. This document will provide guidance in the implementation of approved research permits.
2. The Foundation and the NPS will meet annually to discuss current projects, concerns, and related issues. This meeting shall be held at a time and place mutually amicable to both parties. The CRF Lava Beds Operations Manager and at least one other PI will attend this meeting.
3. Communicate through email, phone calls and in person to:
  - Review Lava Beds and Foundation cave management related priorities, research plans, and other issues.
  - Prepare joint annual research objectives.
  - Review and amend (as necessary) agreements and project proposals.
  - Formally exchange data, support materials, and related reports.
4. Coordinate publicity concerning findings, discoveries, or other activities in the Lava

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Beds not of public record. All formal press releases will be issued or approved by the Lava Beds Superintendent. The Foundation, and individuals representing the Foundation, shall not publicly disclose information concerning the location or disposition of sensitive resources and policy issues protected under applicable federal laws and regulations. The Foundation and the Lava Beds shall acknowledge each entity's contribution to said findings, discoveries, or other activities within the Lava Beds.

5. Cooperate in meeting the requirements of the Federal Cave Resources Protection Act of 1988 (PL 100-691, 16 USCA 63) and the Department of Interior implementing regulations (43 CFR Part 37), including confidentiality of cave information; and other laws, policies, and guidelines applicable to the management of National Park lands and resources.

### **ARTICLE IV – TERM OF AGREEMENT**

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

This MOU will become effective upon signature approval by both parties and will expire four years from that date. This MOU will be formally reviewed by both parties beginning 2 months prior to the termination date, and may be renewed for an additional five years upon signature by both parties.

The permission granted herein to the Foundation to conduct research or other activities related to the caves within the Lava Beds and to promote conservation is nonexclusive.

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### 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:**

David Larson (Chief of Resource Management)  
Lava Beds National Monument  
E-mail: [david\\_larson@nps.gov](mailto:david_larson@nps.gov)  
Telephone: (530) 667-8106

Shane Fryer (Physical Scientist)  
Lava Beds National Monument  
E-mail: [shane\\_fryer@nps.gov](mailto:shane_fryer@nps.gov)  
Telephone: (530) 667-8107

Dave Kruse (Superintendent)  
Lava Beds National Monument  
PO Box 1240  
Tulelake, California 96134  
E-mail: [dave\\_kruse@nps.gov](mailto:dave_kruse@nps.gov)  
Telephone: (530) 667-8101

Alicia Watson (Agreements Technical Representative - ATR)  
Lava Beds National Monument  
PO Box 1240  
Tulelake, California 96134  
E-mail: [alicia\\_watson@nps.gov](mailto:alicia_watson@nps.gov)  
Telephone: (530) 667-8106  
Facsimile: (530) 667-2737

2. **For the Foundation:**

R. Scott House (President)  
Cave Research Foundation  
1606 Luce Street  
Cape Girardeau MO 63701  
E-mail: [scott\\_house@semo.net](mailto:scott_house@semo.net)  
Telephone: (573) 651-3782

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John Tinsley  
1040 Oakland Avenue  
Menlo Park CA 94025  
E-mail [jtinsley@usgs.gov](mailto:jtinsley@usgs.gov)  
Telephone (650) 329-4928  
Cave Research Foundation

- B. **Communications** - The Foundation will address any communication regarding this Agreement to the ATR with a copy to the Chief of Resource Management. Communications that relate solely to routine operational logistical matters described in the current work plan may be sent to the NPS Physical Scientist.
- C. **Changes in Key Officials** - Neither the NPS or the Foundation 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 a justification with 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 made only by modification to this Agreement.

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### ARTICLE VI – PRIOR APPROVAL

- A. Implementation of project work within Lava Beds by Foundation members requires the development of a NPS RP that identifies the scale of the project and identifies any destructive analysis and other consumptive uses. The RP will fall within the agreed annual work plan objectives.
- B. Access to caves and information associated with caves will follow terms defined in the 1988 Federal Caves Resources Protection Act and in the 1990 Native American Graves Protection and Repatriation Act

Any Foundation activities which involve access to areas not promoted for public visitor use and that are not associated with approved research permits must be approved in advance. Requests for approval of such activities must be submitted fourteen (14) calendar days in advance to the Lava Beds Chief of Resource Management for approval. Use of any Lava Beds equipment not specifically associated with the provisions of this agreement or approved within a research project must be approved in advance by the Chief of Resource Management.

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### **ARTICLE VII – REPORTS AND/OR OTHER DELIVERABLES**

In accordance with the National MOU, the Foundation shall provide to Lava Beds managers reports on its work and its other activities associated with the approved annual work plan.

#### **Reports**

All reports and correspondence related to Foundation research or other activities shall be addressed to the Lava Beds Chief of Resource Management. Required reports, other than those discussed in this MOU, will be specified in individual research proposals. At a minimum, each PI will submit an NPS Investigator's Annual Report, in the approved digital format, and a final report.

#### **Data Publication and Distribution**

Both the Lava Beds and the Foundation recognize the highly sensitive nature of cave based research data. For this reason both parties will strictly adhere to the restrictions and principles of the 1988 Federal Cave Resource Protection Act in managing such data.

Exclusive rights of distribution of data gathered by the Foundation outside the Lava Beds boundaries under other agreements remains with the Foundation. The exclusive rights of distribution pertain to the release and publication of data, maps, location information and derivative products. The distribution of these data to the NPS does not extend the rights of distribution to the Lava Beds.

The release of information obtained through the Foundation operations within the Lava Beds to outside entities will be by mutual agreement of the Foundation and the Lava Beds. The Foundation will consult with the Lava Beds on all issues pertaining to the distribution and publication of survey and resource data, maps, and derivative products that provide location information. This consultation process also includes scientific and technical interpretation or descriptions of resources. The Lava Beds will consult with the Foundation on all issues pertaining to the distribution and publication of survey and resource data, maps, and derivative products that provide location information.

Prior to the release of location information [16 USCA 5 4304, 43 CFR 5 37.12) obtained through the Foundation operations within the Lava Beds to outside entities, other federal agencies, or state agencies, the Foundation will obtain permission from the Chief of Resource Management.

While the preceding conditions apply equally to hardcopy materials, verbal communications, and digitally based data, it is recognized that digital technology has made the exchange of data extremely easy. Therefore, both the Lava Beds and the Foundation will strictly limit the number of computers storing or operating databases containing digital data, maps, or other sensitive location information. They will also limit the internal distribution of hardcopy information; such as survey data, documents, and maps, which can be converted to digitally based formats or

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otherwise exploited. Responsibility for internal distribution within the Lava Beds will be with the Chief of Resource Management; and within the Foundation will be with the individual PI for each current RP within the Lava Beds. The AOM will ensure that each PI is aware of their obligations and responsibilities for data management, security, and control under the terms of this MOU, the Federal Cave Resource Protection Act, and their specific RP.

### **Data Archiving**

The archiving or more specifically the secure storage of data and documents produced under the auspices of this MOU shall be covered in individual research permits and in the attached appendix E. Because of their significant and sensitive nature three such items will be addressed in those documents: survey books, final maps, and digital data.

The Foundation, in recognition of the history of collaborative cave research and management at Lava Beds, will continue to work with the resource division to archive data and documents gathered prior to this MOU .

### **ARTICLE VIII – PROPERTY UTILIZATION**

The Foundation will have access to appropriate Lava Beds facilities when research projects are in process or other associated project work is going on. NPS personal property in the Foundation's possession will be used and disposed as set forth in NPS Property Management Regulations.

NPS property associated with cave locations, cave maps and files will be provided to the Foundation as per approved research permits or NPS requested activities.

### **Resource Management Facilities**

The Foundation may use the Research Center and Administrative facilities for the support of approved research projects. Use of these facilities will be in accordance with guidelines administered by the Chief of Resource Management.

### **Research Center**

The Research Center will be managed in accordance with directions provided in the 2007 Research Center Management Plan.

### **Keys**

Keys to road gates and cave entrances will be made available to the Foundation to support activities associated with approved research projects. These keys will be issued on an as needed basis, through the Division of Resource Management. The Foundation will be liable for the cost

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of any lock replacement required due to the loss of any keys for which the Foundation is responsible.

### Monument Radios

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When necessary, Lava Beds radio(s) will be issued to PIs, through the Division of Resource Management. Radio procedures and use will be reviewed upon issue. The Foundation assumes financial responsibility for replacement or repair of lost or damaged NPS radio equipment from negligent use.

### Road Access

The Foundation will be allowed to access administrative roads within the Lava Beds that are specifically identified within approved research permits.

### Government Vehicles

The Foundation personnel will not operate government vehicles.

## ARTICLE IX – 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. The parties commit to using every reasonable means available, including the use of a neutral mediator if necessary, to try to avoid terminating this agreement.
- C. Upon termination of this Agreement the Foundation will return all NPS personal property in its possession to the Superintendent.

## ARTICLE X - EMERGENCY OPERATIONS

The Foundation agrees to adhere to all basic cave safety procedures while involved with project related activities, and will emphasize this to all personnel prior to each such activity. The Foundation will develop a Safety and Emergency Operations Plan in consultation with the NPS. This plan will serve as a guideline for emergency precautions, safe caving practices, and emergency actions related to the Foundation activities within the Lava Beds. The Foundation will inform all of its personnel of the safety and rescue policies, procedures, and protocols. The Foundation trip leaders will provide a safety briefing to crew members prior to each trip.

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All emergency operations pertaining to the Foundation within the Lava Beds will be under the direction of the NPS in cooperation with the Foundation. Such operations will be based on and utilize the National Interagency Incident Management System. A call-out list of the Foundation points of contact in the event of an emergency will be maintained as part of the Foundation's personnel roster submitted annually to the Lava Beds. CRF members with training and experience in emergency operations will be specifically identified.

The Foundation will notify the Ranger Activities Division or the Division of Resource Management immediately of any significant injury or incident that occurs within the Lava Beds or related to NPS sponsored Foundation activities. Any Foundation party that encounters a hazardous situation, unsecured cave gate, apparent break-in, unauthorized cave entry, resource damage, or other illegal or abnormal developments shall immediately report the incident to a Park Ranger, and will suspend the party's activities until authorized to proceed by the investigating Ranger.

### **ARTICLE XI – STANDARD CLAUSES**

#### **A. Civil Rights**

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, non-discrimination and will not discriminate against any person because of race, color, religion, sex, sexual orientation, 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. (NOTE: At this time the Foundation has no employees. All those affiliated with the Foundation are considered Members / Joint Venturers and as such shall be considered as employees of the Foundation in matters pertaining to the clauses in this section.)

#### **B. Promotions**

The Foundation will not publicize, or otherwise circulate, promotional material (such as 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 Foundation represents. No release of information relating to this Agreement may state or imply that the Government approves of the Foundation's work product, or considers the Foundation's work product to be superior to other products or services.

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### C. Public Information Release

#### 1. Public Information

(a) The Foundation will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

(b) The Foundation will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official, who will forward such materials to the public affairs office, along with the request for approval.

(c) The Foundation agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

#### 2. Publications of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

### D. Liability:

The Foundation assumes liability for and does hereby agree to, save, hold harmless, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way arising out of the activities of the

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Foundation, its employees, agents or contractors under this MOU. This indemnification shall survive the termination or expiration of this MOU.

### **E. NPS Appropriations:**

Pursuant to 31 U.S.C. § 1341, nothing contained in this MOU shall be construed to obligate the Department of the Interior or the United States to any current or future expenditure of funds in advance of the availability of appropriations from Congress. Nor does this MOU obligate the Department of the Interior or the United States to spend funds on any particular project or purpose, even if funds are available.

### **ARTICLE XII – Appendices incorporated by reference.**

Appendix A: Schedules and Reporting Deadlines  
Appendix B: Research Permit Procedures and Information  
Appendix C: Site Visit Request Form and Site Visit Information  
Appendix D: Cave Survey Standards  
Appendix E: Data Management and Archiving  
Appendix F: White Nose Syndrome BMPs and Decontamination

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**ARTICLE XIII – SIGNATURES**

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

**FOR THE NATIONAL PARK SERVICE:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE CAVE RESEARCH FOUNDATION:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_