

GENERAL AGREEMENT
Between the
NATIONAL PARK SERVICE
And the
CAVE RESEARCH FOUNDATION

This General Agreement (Agreement) is entered into between the National Park Service (NPS), a bureau of the United States Department of the Interior (Department), and the Cave Research Foundation (Partner) to provide a framework for the Partner's scientific research, cartography, projects, and interpretive activities related to NPS-managed cave and karst features in order to support NPS management objectives.

Article I. Background and Objectives

The National Park Service was established in 1916 "to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations." Caves and karst features, including those of global, national, and local importance, are located in many areas of the National Park System. All caves on NPS-administered lands are deemed to fall within the definition of "significant cave" in the Federal Cave Resources Protection Act of 1988.

As part of its efforts to make science-informed decisions related to cave and karst resource management, NPS issues permits for scientific research on cave and karst features and resources in areas under its administration. The NPS also carries out interpretation programs for the public to enhance visitor understanding of cave and karst resources, as well as projects in support of NPS cave and karst management objectives. The NPS recognizes that the Partner possesses knowledge and skills in scientific research, cartography, projects, and interpretive activities that can help the NPS carry out its mission.

The Partner is a 501(c)(3) not-for-profit membership organization based in Kentucky and established in 1957. The Partner includes individual members and is organized in three areas (operations, projects, and committees) dedicated to:

- facilitating research, management and interpretation of caves and karst resources;
- forming partnerships to study, protect and preserve cave resources and karst areas; and
- promoting the long term conservation of caves and karst ecosystems.

The Partner has long supported cave and karst resource management in NPS areas including Buffalo National River, Carlsbad Caverns National Park, Craters of the Moon National Monument and Preserve, Cumberland Gap National Historical Park, Lava Beds National Monument, Mammoth Cave National Park, Ozark National Scenic Riverways, Painted Rocks National Lakeshore, and Sequoia & Kings Canyon National Parks. NPS and the Partner entered into a national Memorandum of Understanding (MOU) in 2019 and this Agreement follows that MOU.

The objectives of this partnership are to support NPS cave and karst resource management objectives by:

- Providing NPS managers with fundamental baseline information and analytical data on the caves and related surface features of individual parks.
- Promoting essential understanding through research and education including (but not limited to): surveying; mapping; resources inventory, assessment, and monitoring; and interpretation.
- Developing hardcopy and computer-based reports and maps, published materials, technical advice, and other informative materials and assistance in support of NPS cave and karst conservation goals.
- Developing, conducting, and demonstrating exemplary conservation practices and activities.

Article II. Authority

The NPS enters into this Agreement pursuant to the National Park Service Organic Act, as amended and supplemented (54 USC 100101 et seq.), which authorizes the NPS to take actions that further the NPS mission.

Article III. Responsibilities and Understandings of the Parties

A. The parties jointly agree to:

1. Meet annually to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities to promote conservation, research, and education consistent with NPS management objectives.
2. Ensure that proper protocols are observed regarding access to caves, personal protective equipment, decontamination as needed to respond to threats such as White-Nose Syndrome, impact avoidance, and safety measures.
3. Protect cave resource information to prevent loss or damage of cave, karst, and associated resources.
4. Modify this General Agreement as needed.
5. Adhere to all applicable laws and regulations, NPS Management Policies, and guidance.
6. Coordinate publicity concerning Partner activities on lands administered by the NPS. Official press releases must follow local park procedures.

B. The NPS agrees to:

1. Review Partner research proposals in accordance with NPS scientific research regulations and systems, conduct any needed compliance, and make a decision in a timely manner.
2. Review Partner's non-research project proposals in accordance with applicable NPS regulations and systems (such as those applicable to agreements or special use permits), conduct any needed compliance, and make a decision in a timely manner.

3. Advise the Partner of opportunities for cave and karst related research and non-research projects.
4. Advise the Partner of NPS research and non-research policies and permitting procedures, including procedures related to the Partner's potential disclosure of information about the nature and specific location of cave resources or other associated sensitive resources.
5. Acknowledge the work products and data gathered by the Partner in its publications and in any transmittal of such material outside the NPS.

C. The Cave Research Foundation agrees to:

1. Collaborate with the NPS before and while conducting research and non-research projects in caves in areas of the National Park System.
2. Conduct research and other activities in caves in the National Park System under permits issued by the NPS in accordance with applicable law and policy. All research projects must be documented in NPS research permits. All non-research projects must be documented in an agreement or NPS special use permit. Such permits or agreements will be coordinated through the appropriate division(s) at a park. Research project proposals will be submitted at <https://irma.nps.gov/RPRS/> by the project's Principal Investigator (PI) after appropriate internal review within CRF. Non-research project proposals will be submitted to the park superintendent or delegated point of contact.
3. Provide cave related assistance as requested by the NPS in accordance with an NPS permit or agreement, which may include surveying; mapping; resources inventory, assessment, monitoring, and subject matter expertise.
4. Provide the NPS with copies of resource data collected under approved permits or agreements in a timely manner.
5. Establish or continue field operations in selected areas of the National Park System in accordance with permits issued by, or agreements with, the NPS in accordance with applicable law and policy.
6. Provide CRF Annual Reports, Newsletter, and occasional publications (such as management reports) to the NPS for NPS freely to use in its activities as they become available.
7. Acknowledge the NPS in its publications and other works resulting from the Partner's activities under this agreement.
8. Encourage graduate research in caves through grants (proposed projects shall be selected by peer review) that would support NPS management objectives.
9. Make no public statements on cave and karst related to NPS administered lands or policy as representatives of the NPS unless approved in writing by Park Superintendent.
10. Communicate with the park superintendent or delegated point of contact before disclosing information about the nature and specific location of any cave or cave resources in NPS areas to confirm that the NPS has determined that disclosure of this information would further the protection of NPS caves and cave resources and would not create a substantial risk of harm, theft, or destruction of the cave or the cave resources. For purposes of this Agreement, the term "nature" means physical features, identifications, or attributes of the cave or cave resource, and

“specific location” means any description or depiction of a place in such detail that it would allow a person to find a cave or cave resource. This communication and determination requirement also applies to the potential disclosure of information about the nature and specific location of other sensitive resources that may be associated with a cave or karst resource including, but are not limited to, cultural and archeological resources subject to the Native American Grave Protection and Repatriation Act (NAGPRA), the Archeological Resources Protection Act (ARPA), and the Antiquities Act; rare or commercially valuable mineralogical deposits and formations; and threatened or endangered species.

11. Not disclose information about the nature and specific location of cave and other associated, sensitive resources if the NPS has not made the determination described in Paragraph 10. Other information, such as general location information, is not subject to this communication and determination requirement.
12. Recognize that this agreement does not grant the Partner or its members exclusive or unpermitted access or use of any karst or cave resource located on NPS land.
13. Adhere to all basic cave safety procedures, outlined in the appropriate CRF Operations Manual and or Plan, as well as applicable park safety requirements, while involved with approved activities, and emphasize this to all personnel prior to each such activity.

Article IV. Term of Agreement

Unless earlier terminated by operation of the terms of this Agreement, or by agreement of the parties in writing, this Agreement will be in effect for a period of five (5) years beginning on the date the last signature is affixed to this Agreement.

Article V. Modification and Termination

- A. This Agreement may be modified by a written instrument signed and executed by the parties.
- B. Either party may terminate this Agreement for any reason by providing sixty (60) days written notice setting forth the reasons for proposing termination. Neither party will be liable to the other for any costs or claims in the event of termination.
- C. If the termination is requested as the result of a material breach of the Agreement, the non-breaching Party may provide the breaching Party with an opportunity to cure the breach by a date specified in a Cure Letter. If the breach is not cured to the satisfaction of the non-breaching Party by the specified date, this Agreement will terminate upon the breaching Party’s receipt of a Notice of Termination for Breach.
- D. 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 VI. Key Officials

The personnel specified below are considered essential to the successful coordination and communication between the Partner and the NPS for the work to be performed pursuant to this Agreement. Upon written notice to all the other parties, that party may designate an alternate to act in place of the designated Key Official or designate a new Key Official.

For the NPS:

Stephanie Gaswirth
Geologic Resources Division Lead
1 Denver Federal Center
Bldg. 50 NPS/WASO/GRD
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Jason Kenworthy
Geologic Features and Systems Branch Lead
Geologic Resources Division
1 Denver Federal Center
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720-425-2320

For CRF:

Kayla Sapkota
President
Cave Research Foundation
316 Thistle Ridge
Denton, TX 76210
kayla.sapkota@gmail.com
479-970-0197

Article VII. Standard Clauses

- A. **Non-Discrimination**: All activities pursuant this agreement and the provisions of Executive Order 1 1246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S. C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § §6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.

- B. NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. Prior Approval:** The Partner shall obtain prior written approval from the NPS before:
1. Holding special events within NPS areas;
 2. Entering into third-party agreements of a material nature;
 3. Assigning or transferring this Agreement or any part thereof;
 4. Constructing any structure or making any improvements within the Park's boundaries;
 5. Releasing any public information that refers to the Department, the NPS, any NPS employee (by name or title), this Agreement or the projects contemplated hereunder.
- D. Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all law, regulations and management policies including those governing the NPS property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.
- E. Disclaimers of Government Endorsement:** The Partner will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the Partner's business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent the NPS or the Department of the Interior from recognizing the partnership or contributions made by the Partner to NPS, and from authorizing an inclusion of such recognition in materials generated by the Partner related to this Agreement.
- F. Modifications:** This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the Partner.
- G. Waiver:** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- H. No Agency:** The Partner are not agents or representatives of the United States, the Department of the Interior, or the NPS, nor will the Partner represent themselves as such to third parties. The NPS is not an agent or representative of the Partner, nor will the NPS represent itself as such to third parties. Nothing in this Agreement shall at any time be

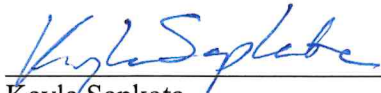
construed so as to create the relationship of employer and employee, principal and agent, or joint venture as between the Partner and the NPS.

- I. **Officials Not to Benefit:** No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
- J. **Liability:** The Parties will be liable to the extent provided by law for any property damage, personal injury or death, caused by the negligent or wrongful acts or omissions of their respective employees, acting within the scope of their employment.
- K. **Non-Exclusive Agreement:** This Agreement in no way restricts either the NPS or the Partner from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- L. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- M. **Freedom of Information Act:** Any information provided to the NPS under this Agreement is subject to the Freedom of Information Act, 5 U.S.C. § 552. Information related to the nature and specific location of caves, cave resources, and other associated resources may not be disclosed under the Act, per Federal Cave Resources Protection Act of 1988 (FCRPA)(16 U.S.C. § 4301 et seq.) and other statutory exemption authorities.

Article VIII. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

FOR THE CAVE RESEARCH FOUNDATION:

 04.10.2025

Kayla Sapkota Date
President
Cave Research Foundation

FOR THE NATIONAL PARK SERVICE:

STEPHANIE Digitally signed by
STEPHANIE GASWIRTH
Date: 2025.04.10 12:48:31
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GASWIRTH

Stephanie Gaswirth Date
Program Manager
Geologic Resources Division