

# **OPERATING AGREEMENT**

## **BETWEEN**

### **MAMMOTH CAVE NATIONAL PARK**

## **AND**

### **CAVE RESEARCH FOUNDATION**

This Operating Agreement (hereinafter “Agreement”) is entered into by and between Mammoth Cave National Park (hereinafter “Park” or “MCNP”), National Park Service, U.S. Department of the Interior (hereinafter “NPS” or “Service”), and the Cave Research Foundation (hereinafter “CRF” or “Foundation”), a research organization developed for the research and exploration of caves and karst areas

## **ARTICLE I. BACKGROUND AND OBJECTIVES**

### **Background**

Mammoth Cave National Park, having an area of approximately 53,000 acres was established to protect and preserve Mammoth Cave on July 1, 1941. Since that time, Mammoth Cave has been determined to be at least 400 miles in length, with more added each year. The Park was established to also protect over 30 miles of the Green and Nolin Rivers, and the hilly backcountry on the north side of the park.

In 1957, the Cave Research Foundation was registered as a non-profit corporation under the laws of the Commonwealth of Kentucky. Its goals were 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.

The objectives of this partnership are to:

- Provide park managers with fundamental baseline information and analytical data on the caves and related surface features of the park.
- Promote essential understanding through research and education including (but not limited to): surveying; mapping; resources inventory, assessment, and 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 and karst conservation goals.
- Provide a natural laboratory in which to conduct research that has far reaching benefits for cave and karst systems worldwide.

- Develop, conduct, and demonstrate exemplary conservation practices and activities. This Operations Agreement supplements the October 2019 National Memorandum of Understanding between the Cave Research Foundation and the NPS, in which the Foundation and the Service acknowledge their mutual interest in, and the positive benefits from, scientific research, cartography, and interpretive activities on lands administered by the NPS.

## **ARTICLE II. AUTHORITY**

The authority for this Agreement is 54 U.S.C. §100101 *et seq.*

This Agreement is also entered into as authorized in the *Memorandum of Understanding between The Department of the Interior, National Park Service and the Cave Research Foundation* ("National MOU") executed by the Service (signature date October 21, 2019) and the Cave Research Foundation (signature date October 17, 2019). The National Memorandum of Understanding (MOU) is hereby incorporated by reference in its entirety in this Agreement as if fully set forth verbatim herein, and its provisions shall apply and have legal force and binding effect as to the activities authorized and/or approved by the Park under this Agreement.

This Agreement is authorized by that certain *Memorandum of Understanding, Cave and Karst Resource Protection* between the U.S. Department of the Interior, by and through the National Park Service and the Cave Research Foundation, executed on October 21, 2019 (hereinafter "National MOU").

NOW THEREFORE, in consideration of the mutual agreements and benefits herein set forth, the parties hereto covenant and agree as follows:

## **ARTICLE III. STATEMENT OF WORK**

### **A. Mammoth Cave National Park agrees to:**

1. Permit, through approved research and project proposals, and subject to the conditions herein, and consistent with the regulations set forth within Title 54, Code of Federal Regulations and the National MOU, the use of Park lands and facilities for karst research and related activities.
2. Consult with CRF, as appropriate, to take advantage of its considerable expertise and information in the study, management, and interpretation of cave and karst resources.
3. Call upon subject matter experts within CRF, as appropriate, to review and comment on karst related research proposals and documents submitted by other researchers.

**B. The Cave Research Foundation agrees to:**

1. Conduct approved karst research in caves and on lands within the boundaries of, and administered by, the Park for the purposes of advancing knowledge about caves and karst through survey, mapping, inventory, assessment, and monitoring of karst resources; to provide scientific, cultural, and archeological information to aid Park management in making informed decisions based upon these factors; and to enhance the Park's interpretive program.
2. Provide to the Program Leader, Science and Resources Management (SRM) written reports on its Park—approved work and other activities within the boundaries of the Park and such other areas outside the boundaries of the Park as indicated in Article VII herein. In addition, provide upon written request any other information acquired from its approved activities within the boundaries of the Park, including maps of caves that CRF has surveyed, which the NPS considers helpful in the preservation, management, and interpretation of caves and karst resources in the Park. The Eastern Operations Manager (EOM) who administers CRF activities in the Eastern United States, will ensure that all reports will be provided to the Program Leader, Science and Resources Management either directly, or through the Park CRF Liaison which is designated by the Program Leader, SRM.
3. Provide the Park with copies of resource data collected under approved projects within the Park in a timely manner, as required in approved individual resource proposals. Except where specified, the data will be delivered to the Program Leader, SRM.
4. Provide the Park with copies of the CRF Newsletter, CRF Address List, Eastern Operations manuals and Safety Plan, the CRF Annual Report, and other products related to CRF's approved activities within the boundaries of the Park. These documents will be delivered to the Program Leader, SRM who will maintain an up-to-date repository for the Park's reference. Newsletters will also be disseminated to the Superintendent's Office or any other Park office as required. The Foundation will supply any maps to the Park as needed to further the Park's mission to protect and preserve natural and cultural resources as well as to enhance the Park's mission to provide emergency services (search and rescue, emergency medical services, and law enforcement) that occur within the cave system.
5. By written request, assist the Park with cave and karst related interpretation, by reviewing programs, providing the latest and most accurate information, preparing materials, and assisting with training programs.
6. Assist Park staff and independent researchers, at the written request of the park, in carrying out cave and karst studies where special skills and technical assistance is needed beyond the capabilities of said staff or researchers.
7. Upon written request by the Park, provide subject matter expertise for the comment and review of technical papers such as park planning documents, independent research

proposals, and other related documents.

**C. Mammoth Cave National Park and the Cave Research Foundation agree to:**

1. Meet as needed, but in any event not less than one time each year during the term of this Agreement to:
  - Review Park and CRF cave management related priorities, research plans, and other issues.
  - Prepare joint annual research objectives. This may require more than one meeting depending upon the complexity of the objectives, as well as the overall number of objectives.
  - Review and amend (as necessary) agreements and project proposals.
  - Formally exchange data, support materials, and related reports.
  
2. Coordinate the release of information concerning significant research findings as a result of CRF activities, discoveries, or other developments resulting from CRF's approved activities within the boundaries of the Park. Such releases must be of a nature that does not jeopardize cave and karst resources and must conform to the Federal Cave Resource Protection Act (16 U.S.C. §§4301, *et seq.*) (FCRPA) provisions concerning the dissemination of cave resource information. All formal press releases will be issued or approved by the Park Superintendent, upon the advice of the Park Public Information Officer.

The CRF, and individuals representing CRF, shall not publicly disclose information concerning the location or disposition of sensitive cave and karst resources, protected from disclosure under applicable federal laws and regulations. Sensitive resources include, 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 mineralogical deposits and formations; FCRPA; and biological resources protected under the Endangered Species Act (ESA). The CRF and the Park shall acknowledge each entity's contribution to said findings, discoveries, or other developments resulting from CRF's approved activities within the boundaries of the Park.

3. Co-sponsor Mammoth Cave Research Symposia to promote the dissemination of knowledge gained from research conducted pursuant to approved activities within the boundaries of the Park, the Mammoth Cave Biosphere Region, and the karst environment in general. Contributors to the conferences are not limited to CRF and NPS personnel but include researchers within the fields of cave and karst science, biology, ecology, hydrology, archeology, history, and other fields related to Mammoth Cave National Park. The proceedings avoid presenting specific information that is protected under FCRPA, NAGPRA, ARPA, or the ESA.

4. Ensure compliance with the requirements of the Federal Cave Resources Protection Act of 1988, 16 U.S.C. §§4301-4309, Department of Interior implementing regulations at 43 CFR Part 37, including confidentiality of cave information (Appendix A), and compliance with all other laws, policies, and guidelines applicable to the management of National Park System lands and resources, specifically including the National MOU.
5. Cooperate in the identification of exceptionally sensitive cave passages that warrant restricted access because of unique natural or cultural features (see Item #2, this subsection for definition). A report that gives a description and recommendation for restricted access should be forwarded to the Program Leader, SRM from the EOM, CRF.
6. Upon a determination by the Program Leader, SRM that the cave resource merits closure, or restricted access, the Program Leader will then submit a request to the Program Leader, Law Enforcement and Emergency Services for inclusion in the Superintendent's Compendium. The Superintendent, Mammoth Cave National Park has sole authority to close caves or portions of caves to entry. If signage or gating is warranted, the Park will provide the means to do so as funding becomes available.

#### **ARTICLE IV. FIELD OPERATIONS PROCEDURES (CRF)**

##### **A. Research**

All activities conducted by CRF, in the caves or lands within the boundaries of, and administered by the Park, must be under the authority of an approved research permit. Such permits will be coordinated through the Division of Science and Resources Management and approved by the Park Superintendent. The research project proposal will be submitted at <https://irma.nps.gov/RPRS/> by the project's Principal Investigator (PI) after appropriate internal review within CRF. Proposals must have the signed endorsement of the Chief Scientist, Chief Cartographer, the President, or the EOM of CRF. Written notification from the Park Superintendent approving the research permit, including any ancillary permits such as a Permit for Collection, shall constitute official authority for CRF to conduct the proposed activity.

Once a research permit is approved as referenced above, CRF's principal investigator shall serve as CRF's primary contact for the project with the Park. The principal investigator will be required to submit a NPS Investigator's Annual Report, in the approved digital format, and a Project Final Completion Report. All project specific communications will be directed to the staff person assigned by the Park's Program Leader, SRM. The EOM will provide a written summary on the progress of all CRF research activities that are conducted in the park at the annual meeting between CRF and MCNP.

Reconnaissance trips to develop research proposals will be permitted, however the number of trips per project will be limited to reduce the potential impacts to Park resources. Permission of the Program Leader, SRM must be secured before reconnaissance work begins. A research proposal, described in the first paragraph of this section, must be submitted in a reasonable time period (not more than six months) following the reconnaissance work. While such work is vital in the development of a proposal, these trips must be held to an absolute minimum to ensure the timely submission of a research proposal and to reduce the potential impacts to Park resources.

## **B. Personnel**

The CRF will maintain an active list of Foundation members, Joint Venturers (less-than-full membership, referred to as JVs), and Expedition Leaders with SRM. All personnel working within the park shall be knowledgeable of the shared Park-CRF agreements, as well as the research proposals they are individually supporting. The EOM will be responsible for making the agreements and proposals available by way of training sessions, digital distribution via email, or the library/archival collection at the Hamilton Valley station.

The CRF and its personnel agree to observe and comply with the rules, regulations, and policies of the NPS and the Park. All persons working within the boundaries of the Park under the auspices of CRF will have a valid Joint Venturer Agreement on file with the Eastern Operations Personnel Officer (EOPO) and shall carry identification as such when working in the Park. Identification will be in the form of a pass issued by the Expedition Leader, project leader, or the EOM. The individuals must be prepared to show such credentials and identify the research proposal under which they are working to any NPS personnel upon request.

Personnel working within the caves inside the Park boundaries must be qualified in applicable scientific or technical disciplines, depending upon which research project on which they are supporting. The CRF participants must be technically proficient in traversing the cave environment and possess the needed equipment for safe entry and travel (see 36 CFR 7.36(b) (1)). The Expedition Leader (EL) is responsible for ascertaining the readiness of any person to participate on a given day. The EL will also match the experience, skills, stamina, and other attributes of team members with the rigors of any trip into a cave based on projected length of the individual trip, purpose of the trip, special needs to be encountered (vertical, rivers, etc.), or other potential factors.

It is recognized that youth participation in CRF activities is critical for the sustainability of the organization. In order for minors to participate, their role must be broadly stated and identified in the Annual Work Plan. Each minor must be accompanied by a parent or guardian, and must have a specified role during the trip. Additionally, each minor should be physically, mentally, and technically prepared for the trip to which they are assigned. Minors must not be placed on trips that require technical climbing (such as complex rope work) or any particularly hazardous activity such as SCUBA diving.

Park staff participating in approved CRF activities while in official duty status must receive prior approval from their respective division leader to the Park CRF Liaison. This approval may be in the form of an email message simply stating the authorization/approval for participation of the employee. Park employees or other NPS personnel participating in CRF activities while not in official duty status must sign a CRF Joint Venturer Agreement prior to participation.

### **C. Expeditions**

Most CRF cartography and research activities occur during what is referred to as an Expedition. The Expeditions occur during most months, and usually on or near a major holiday. These Expeditions are managed by an Expedition Leader who is responsible for planning goals for their assigned Expedition, forming caving parties, evaluating the readiness of participants, ensuring availability of keys for cave access, ensuring logistical support for operations at the Hamilton Valley facility, providing for safety measures and preparation for emergency operations, communications, and several other actions necessary for a successful Expedition.

A proposed CRF expedition schedule for the calendar year shall be provided to the Park prior to January 1, each year. An individual expedition plan will be provided to the Program Leader, SRM by the EOM, no less than fourteen (14) calendar days prior to the start of an expedition to allow adequate preparation. This plan will include:

- a key request for access to particular cave entrances and road gates;
- requests for use of facilities and/or equipment not currently owned by CRF;
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- an itinerary, with approximate time keys and equipment will be picked up;
- research projects that will be worked on or supported;
- a list of caves or cave passages where research will take place with objectives for each;
- surface activities;
- reconnaissance trips to be approved; and
- requests for any other special needs..

Upon conclusion of each expedition, the Expedition Leader will submit an Expedition Report addressed to the Program Leader, SRM, through the Park CRF Liaison. Copies of survey books will be submitted to the Park's CRF liaison at the conclusion of the expedition. The Expedition Report will be submitted within 14 days after the end of each Expedition. This report will include:

- a brief discussion of activities, including research projects worked on or supported, individual areas of the cave system explored to include the results and progress of any reconnaissance work, and any major discoveries (cave passage, artifacts, habitat, etc.);
- reports of any accidents, near misses, or incidents; and

- any resource or facility problems noted (broken locks, damaged formations, missing signs, facility maintenance, etc.).

#### **D. Emergency Operations and Safety**

The CRF agrees to adhere to all basic cave safety procedures, outlined in the Eastern Operations Manual and Safety Plan while involved with approved activities, and will emphasize this to all personnel prior to each such activity. CRF corroborates with the Park's Division of Visitor and Resource Protection (VRP) to establish emergency procedures related to CRF's approved activities within the boundaries of the Park. All CRF personnel will be informed concerning rescue policies, procedures, and protocols. CRF trip leaders will provide a safety briefing to crew members prior to each trip.

The occurrence of any, and all, accidents and/or near-miss incidents are required to be reported to the Superintendent or his/her designee immediately upon return to the Hamilton Valley facility or any other location serving as base camp. Incidents that could have resulted in death or extreme bodily injury comprise a near-miss incident and may require an after-action review to examine causes in order to prevent future occurrences.

After-action reviews will/may entail review of procedures, examination/inspection of equipment if the near-miss incident is a result of equipment failure, witness statements, examination of the scene if the scene is a contributing factor, negligence, or other means to investigate. It should be emphasized that such reviews are not to necessarily find fault, but to determine means to prevent future occurrences.

All emergency operations pertaining to CRF within the boundaries of the Park will be under the direction of the Park in cooperation with CRF. Such operations will likely consist of search and rescue, or emergency medical incidents. However, a response for law enforcement incidents involving CRF is possible.

Activities of CRF can occur in a "deep cave" situation, near cave entrances, or on the surface. However, search and rescue and/or emergency medical responses within a cave, especially away from tourist trails, are often technical in nature, therefore complex. Emergency situations such as these will utilize the National Interagency Incident Management System, which is designed to manage all manner of emergency operations using a basic format of incident command.

Emergency responses can be initiated by contacting Edmonson County Dispatch by telephone at 911 or (270) 597-2729. This should be the first means of communications as it is the most reliable. The second means is by use of a park radio to attempt to contact Edmonson County Dispatch, and/or the Ranger on Duty. Formerly, users of the old park radio system were reluctant to contact a ranger via radio due to the vulnerability to scanning, therefore sensitive information was easily compromised. However, the present digital narrowband system is resistant to interception by scanners, therefore, there should be no hesitation in using open radio traffic in the event of an emergency.



CRF will notify the Park's Visitor and Resource Protection Division immediately upon the occurrence of any non-emergency, but significant, injury or incident arising out of approved activities under this Agreement. Any CRF party that encounters a hazardous situation, unsecured cave gate, apparent break-in, unauthorized cave entry, resource damage, or other suspicious or unusual circumstances shall immediately report the incident to VRP, and will suspend the approved activities until authorized to proceed by the investigating park ranger.

## **ARTICLE V. TERM OF AGREEMENT**

This Agreement will become 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.

## **ARTICLE VI. KEY OFFICIALS**

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

### **1. For the NPS:**

Barclay C. Trimble  
Superintendent  
Mammoth Cave National Park  
Mammoth Cave, KY 42259  
(270) 758-2184

Timothy Pinion  
Program Leader, Science and Resources Management  
Mammoth Cave National Park  
Mammoth Cave, KY 42259  
(270)758-2136

Rick Toomey  
Cave Resources Management Specialist and Park CRF Liaison  
Mammoth Cave National Park  
Mammoth Cave, KY 42259  
(270)758-2145

### **2. For the Cave Research Foundation:**

Karen Willmes  
Eastern Operations Manager  
Cave Research Foundation  
kver@bellatlantic.net  
410-366-5038 (H)

David R. West  
President  
Cave Research Foundation  
d270@bellatlantic.net  
410-366-5038(H)  
443-865-1209(C)

**B. Changes in Key Officials** – Neither the NPS nor the CRF may make any permanent changes in key officials without written notice to the other party. Notice will be given at a reasonable time in advance of the proposed change. The notice will include 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 appropriate to the purposes of this Agreement and will be memorialized by an exchange of letters. The letters will become part of this Agreement.

**C. Communications** – The CRF EOM will address any communications regarding this Agreement to the Program Leader, SRM, and the Park CRF Liaison. Communications that relate solely to routine operational matters described in the current work plan will generally be sent to the Park CRF Liaison. For matters beyond routine, communication will be sent to both, the Program Leader, SRM and the Park CRF Liaison.

The highest level of communications between the Park and CRF will be between the park Superintendent and the CRF President, with copies to the EOM, the Program Leader, SRM, and the Park CRF Liaison. Implementation of the policies and procedures pursuant to this Agreement shall be carried out through the preceding channels.

## **ARTICLE VII. REPORTS AND/OR DELIVERABLES**

### **A. Reports**

In addition to annual reporting required under the research reporting system, all reports and correspondence related to CRF research or other activities shall be addressed to the Program Leader, SRM through the Park CRF Liaison. Required reports, other than those discussed in this Agreement, will be specified in individual research proposals. At minimum, each principal investigator will submit an NPS Investigator's Annual Report, in the approved digital format, and a final report.

### **B. Data Management**

1. Both the Park and CRF recognize the highly sensitive nature of cave-based research data that may be generated pursuant to approved activities as authorized in this Agreement. For this reason, both parties will strictly adhere to the restrictions and principles of the Federal Cave Resource Protection Act, 16 U.S.C. §4301 *et seq.*, in managing such data.
2. Proprietary rights for distribution of data gathered by CRF regarding resources located

*outside the boundaries of the Park* pursuant to other projects and agreements remain with CRF. To clarify, these resources include portions of the Flint-Mammoth Cave System that extend beyond the Park boundaries, as well as cave and karst resources which, as yet, have not been connected to the Flint-Mammoth Cave System outside the park. The data generated by CRF's projects *outside the boundaries of the Park* may be shared with the Park in the interest of mutual research and cave management, but sharing is not required. However, any sharing of data does not give the Park the right to distribute said data without the written consent of the CRF.

3. NPS and the Park shall have the right to use the results of CRF's Park-approved work, studies, research, projects, and other activities *on lands administered by the Park* in NPS's development and application of cave management practices and procedures, and in NPS's interpretation of the natural and historic features of the National Park System to the public.
4. NPS and the Park's right to use the results of CRF's Park-approved work, studies, research, projects, and other activities *on lands administered by the Park*, as specified in the immediately preceding paragraph, shall be governed by, and conducted in accordance with applicable laws, regulations, and policies.
5. In the spirit of those governing laws, regulations and policies, and in furtherance of the beneficial partnership continued under this Agreement, the parties hereto agree that the Park and CRF shall consult in advance regarding the proposed distribution or publication of any results of CRF's Park-approved work, studies, research, projects, and other research activities *on lands administered by the Park*, and agree further that the Park will not distribute or publish the results of CRF's Park-approved work, studies, research, projects, and other activities *on lands administered by the Park* to any non-Department of the Interior agency, bureau, organization, or entity without the prior, written consent of CRF.
6. The parties specifically acknowledge and agree that "the results of CRF's Park-approved work, studies, research, projects, and other activities *on lands administered by the Park*" specifically include survey and resource data, research information, maps, and derivative products created or developed by CRF that provide, or that may potentially expose, "sensitive information" about or concerning resources located *on lands administered by the Park*. For purposes of this paragraph, "sensitive information" means the types of information described in Article III, Section C, Paragraph 2 of this Agreement.
7. Notwithstanding any limits on the NPS and Park's right to use the results of CRF's Park-approved work, studies, research, projects, and other activities *on lands administered by the Park* identified in paragraph 5 above, CRF agrees that the Park shall have the right to freely use in their Park management activities CRF's Annual Reports, occasional publications (such as management reports), and basic survey data (i.e., station identification, compass bearings, inclinations, measurements of passage walls, ceilings, and floors) without prior consultation with or consent of CRF.

8. In the interest of efficiency, mutual scientific research, and a long-standing relationship, the parties agree that CRF shall continue to be the initial repository of data generated as a result of CRF's Park-approved work, studies, research, projects and other activities *on lands administered by the Park*. As specified herein, CRF shall nonetheless provide the Park, upon the Park's request, with all of the data generated from its Park-approved work, studies, research, projects, and activities within the Park boundaries.

The preceding data management requirements apply with equal force to hardcopy materials, verbal communications, and digitally based data. With respect to digital technology in particular, the Park and CRF will strictly limit the number of computers storing or operating databases containing digital data, maps, or other sensitive locational 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 otherwise exploited.

Responsibility for internal distribution within the Park will be with the Program Leader, SRM, and within CRF will be with the Eastern Operations Manager. The EOM is responsible for each Research Project, and will ensure that each Principal Investigator is aware of CRF's obligations and responsibilities for data management, security, and control under the terms of this Agreement, the Federal Cave Resource Protection Act, other applicable laws and regulations, and their specific Research Project. The communication of this responsibility will be accomplished by the use of an Eastern Operations Request for Project Support form (Appendix B) that will be signed by each PI prior to accessing CRF data in any format.

## **ARTICLE VIII. PROPERTY UTILIZATION**

### **Science and Resources Management Facilities**

The Park will supply CRF with acid-free paper so that the Park may be provided with copies of survey books for archival storage. Should the need arise, CRF may request approval from the Program Leader, SRM to use SRM facilities for photo copying and/or scanning survey books, and other work products for the Park. Permission for CRF's use of any other Park equipment may be requested from the Program Leader, SRM, and such request may be granted if the request would be an otherwise official use of equipment, the use is of mutual benefit to the Park and CRF, and no undue financial burden is caused by the use of said equipment.

### **Keys**

Keys to road gates and cave entrances will be made available to CRF to support activities associated with approved research or projects. These keys will be issued on an as needed basis, through SRM. CRF will be liable for the cost of any lock replacement required due to the loss of any keys for which CRF is responsible.

### **Park Radios**

For each Expedition, a sufficient number of Park radio(s) will be issued to Expedition Leaders or

principal investigators by SRM. The radios will be routinely furnished for support of potential emergency operations, contact with Edmonson County Dispatch, and for contact with the Green River Ferry. Radio procedures and use will be reviewed upon issue. CRF assumes financial responsibility for replacement or repair of lost or damaged NPS radio equipment issued to CRF or its members.

### **Personal Vehicles and Personnel Identification**

CRF personnel using their own vehicles for approved field activities must display a vehicle identification tag issued by SRM. The tag will be hung from the rear-view mirror of the vehicle, with the colored side facing the front of the vehicle for easy observation by law enforcement personnel. 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.

Expedition participants will be issued a CRF identification card, which must be displayed upon request by NPS personnel. Failure to possess and produce this card while in the cave, attempting to enter a cave, or exiting a cave, and being observed by law enforcement personnel, may constitute evidence of illegal cave entry.

### **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 sixty (60) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties shall meet promptly to discuss the reasons for the notice and try to resolve their differences amicably. In the event of termination of this Agreement, any scientific research and collection permits or Special Use Permits then in force will be continued to term or canceled, depending on circumstances at the time.

### **ARTICLE X. STANDARD CLAUSES**

- 1. **Civil Rights**: During the performance of this Agreement, the Park and CRF agree to abide by the terms of U.S. Department of Interior - Civil Rights Assurance Certification, nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The Park and CRF will take affirmative steps to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
- 2. **Officials Not To Benefit**: No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise there from, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

3. **Promotions:**

A. CRF shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies Governmental, Departmental, Bureau or Government employee endorsement of a product, service, or position which CRF represents. No release of information relating to this Agreement may state or imply that the Government approves of CRF's products or services, or considers CRF products or services to be superior to other products or services.

B. CRF 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."

C. CRF must obtain prior written approval from the Park's Public Information Officer 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 Park Public Information Officer, along with the request for approval.

4. **Publications of Results of Studies:** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with either party in this agreement; 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.

5. **Benefit Eligibility:** Service performed under this Agreement shall not be counted toward the accumulation of, or eligibility for, benefits available to federal employees. However, for the purpose of tort claims provisions of Title 28 of the United States Code and for the purposes of Subchapter 1 of Chapter 81 of Title 5 of the United States Code related to work injuries, only National Park Service volunteers shall be deemed federal employees. Cave Research Foundation volunteers are not covered under the Federal Tort Claims Act or Worker's Compensation. Under CRF policy, each individual Joint Venturer and/or member must carry their own health insurance. The CRF volunteers are not considered NPS volunteers.

6. **Liability**: CRF shall be fully responsible for the acts and omissions of the Foundation and its representatives, employees, contractors, agents, and all others acting on CRF's behalf in the performance of this Agreement. CRF agrees to and shall indemnify, save and hold the United States harmless from liability, and to defend the United States against all fines, claims, damages, judgments, and expenses arising out of or resulting from the aforesaid acts and omissions. In addition, CRF shall pay the United States the full value for all damages to the lands, resources and property of the United States caused by CRF and its representatives, employees, contractors, agents, and all others acting on CRF's behalf in the performance of this Agreement.

All acts or omissions by Park or NPS personnel during their official tour of duty pursuant to this Agreement shall be deemed as occurring within the course and scope of their federal employment, and liability for such acts and omissions shall be limited to claims allowed under the Federal Tort Claims Act, 28 U.S.C. §§2671-2680. The United States, NPS and Park hereby expressly do not assume liability for the actions or omissions of CRF and its representatives, employees, contractors, agents, and all others acting on CRF's behalf in the performance of this Agreement.

7. **Funding Expenditure**: In accordance with 31 U.S.C. §1341, nothing in this Agreement shall be construed as binding the United States, NPS, or the Park to expend in any one fiscal year any sum in excess of, or in advance of, appropriations made by Congress in support of the purposes of this Agreement for that fiscal year, or to involve the United States, NPS, or the Park in any contract or other obligation for the further expenditure of money in excess of such appropriation.
8. **Non-Assignment**: This Agreement, and any of its provisions, shall not be assigned. In the event of an assignment, this Agreement shall automatically terminate and be of no further force and effect.
9. **Merger**: This Agreement is the sole and exclusive agreement between CRF and the Park. This Agreement supersedes and replaces any prior agreements previously entered into by and between CRF and the Park relating to the subject matter addressed in this Agreement.
10. **Non-Exclusivity**: The Permission granted by the Park to CRF in this Agreement to conduct approved research or other activities is nonexclusive. Park management reserves the right to permit any person or organization that it deems qualified to conduct activities similar to those authorized in this Agreement.
11. **Property Utilization**: Unless otherwise agreed in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Any property furnished by the Park to CRF shall be used and disposed of as set forth in NPS Property Management regulations.

**ARTICLE XI. AUTHORIZING SIGNATURES**

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

**FOR THE NATIONAL PARK SERVICE:**

<u><i>Barclay C. Trimble</i></u>	<u>9/23/2021</u>
Barclay C. Trimble Superintendent	Date

**FOR THE CAVE RESEARCH FOUNDATION:**

<u><i>Karen Willmes</i></u>	<u>9/22/2021</u>
Karen Willmes Eastern Operations Manager	Date