

MEMORANDUM OF UNDERSTANDING
BETWEEN
BAT CONSERVATION INTERNATIONAL
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Bat Conservation International hereinafter referred to as BCI, and United States Department of Agriculture Forest Service, hereinafter referred to as Forest Service.

A. PURPOSE:

The purpose of the MOU is to provide a framework for cooperation and coordination between BCI and the FOREST SERVICE in achievement of mutual goals. Cooperation and coordination may involve a wide range of activities, including, but not limited to, the following: conducting education and outreach, assessments, inventory, research, monitoring, protection, restoration and other activities necessary to conserve bats and restore their habitats and ecosystems. The framework for cooperation and coordination is especially needed for the conservation of threatened, endangered and sensitive bat species.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both BCI and the FOREST SERVICE have responsibilities and interests in the conservation, and management of bats and their habitats and associated ecosystems.

The FOREST SERVICE is a natural resource agency dedicated to the sustained management of the Nation's natural resources, service to people, and through Federal law and regulations of the Secretary of Agriculture has major responsibility for conserving biodiversity through the management of fish, wildlife, and plant habitats, including providing special protection for threatened, endangered, and sensitive/rare plant and animal species. The FOREST SERVICE accomplishes much of this work by initiating and developing cooperative relationships and effective partnerships through its National Forest System, Research and Development, International Programs, and State and Private Forestry branches.

Bat Conservation International is dedicated to conserving and restoring bat populations and habitats around the world. Using non-confrontational approaches, we educate people about the ecological and economic value of bats, advance scientific knowledge about bats and the ecosystems that rely on them and preserve critical bat habitats through win-win solutions that benefit both humans and bats.

Where appropriate, it is the desire of both parties to cooperate with each other, including exchange of personnel and other resources, in matters relating to the management and conservation of bats and the ecosystems that depend upon them through cooperative efforts including, but not limited to:

- A. Conducting inventories, monitoring, assessments and surveys of bats and their habitats;
- B. Identification of special management areas (e.g., Research Natural Areas and Special Interest Areas) critical for bat conservation;
- C. Conducting priority research on critical bat conservation issues, including but not limited to wind energy development and White-Nose Syndrome;
- D. Providing input to natural resource planning, project development and implementation efforts addressing bat-related issues including habitat protection and enhancement and risk assessment and prevention for projects related to natural resource management, energy, water management, transportation systems, and facilities;
- E. Conducting terrestrial and aquatic bat habitat improvement, restoration, maintenance or mitigation;
- F. Demonstration of innovative management practices associated with sustainable forestry and the protection of plant and animal diversity, recreation, and ecotourism values through prevention and control of species invasions, use of techniques such as prescribed fire, grazing, forest thinning, and herbicide application, and facilitation of international conservation of forests, parks, watersheds and protected areas;
- G. Assistance to and development of partnerships with foreign, state and tribal governments, private landowners, communities, and other non-governmental organizations;
- H. Development of interpretive programs and displays; and
- I. Community-based outreach, training, education and partnerships.

C. FOREST SERVICE SHALL:

1. Cooperate with BCI in carrying out projects and other collaborations for which the parties may provide support.
2. Provide BCI with expertise for the implementation of agreed-upon inventory, monitoring, habitat projects, education, outreach, or research efforts; information regarding the status of bat populations; and assessment of progress of implementing mutual bat conservation objectives.
3. Make National Forest System lands available for the furtherance of this partnership, subject to the National Environmental Policy Act and other applicable federal law, regulations, forest plans, and approval by the appropriate Forest Service official.
4. Cooperate with BCI to identify, define and carry out programs and activities of the National Forest System, Research and Development, International Programs, and State and Private Forestry, including designing and conducting research; developing and implementing forest plans, watershed and other ecological assessments, and

conducting local, and international projects, and restoring conserving and managing bats and their habitats.

5. Enter into specific agreements or contracts to accomplish agreed upon work projects.
6. Meet annually or as needed with representatives of BCI to develop collaborative strategic plans and discuss and reach agreement on guidelines for project proposals to meet the purposes of this MOU.

D. BAT CONSERVATION INTERNATIONAL SHALL:

1. Cooperate with the Forest Service in carrying out projects and other collaborations for which the parties may provide support.
2. Provide the Forest Service with expertise for the implementation of agreed-upon inventory, monitoring, habitat projects, education, outreach, or research efforts; information regarding the status of bat populations; and assessment of progress of implementing mutual bat conservation objectives.
3. Cooperate with the Forest Service to identify, define and carry out programs and activities of the National Forest System, Research and Development, International Programs, and State and Private Forestry, including designing and conducting research; developing and implementing forest plans, watershed and other ecological assessments, and conducting local, and international projects, and restoring conserving and managing bats and their habitats.
4. Inform the general public about bats and associated wildlife conservation projects conducted cooperatively with the Forest Service.
5. Assist in training Forest Service personnel relative to bat conservation and management.
6. Enter into specific agreements or contracts to accomplish agreed upon work projects.
7. Meet annually or as required with representatives of the Forest Service to plan collaboration and negotiate guidelines for project proposals to meet the purposes of this MOU.

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

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or Bat Conservation International from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and Bat Conservation International and shall remain in effect for five (5) years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or Bat Conservation International and the subsequent written concurrence of the other(s).

Either the Forest Service or Bat Conservation International may terminate this MOU with a 60-day written notice to the other(s).

4. **RESPONSIBILITIES OF PARTIES.** The Forest Service and Bat Conservation International and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Forest Service Project Contact

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TES Program Leader
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Cooperator Project Contact

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Forest Service Administrative Contact

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6. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this MOU shall obligate either the Forest Service or Bat Conservation International to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and Bat Conservation International will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. **ESTABLISHMENT OF RESPONSIBILITY.** This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural,

enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

BAT CONSERVATION
INTERNATIONAL

USDA FOREST SERVICE

/s/ Merlin D. Tuttle
Merlin D. Tuttle
President/Founder

8/5/08
DATE

/s/ Robin L. Thompson
(for) Abigail R. Kimbell
Chief

7/22/08
DATE