

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
AND
BAT CONSERVATION INTERNATIONAL

This Memorandum of Understanding (MOU) is entered into between the Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), and Bat Conservation International, Inc. (BCI).

I. AUTHORITIES

This MOU is entered into in accordance with the:

- Soil Conservation and Domestic Allotment Act, as amended [Public Law 74-46, 49 Stat. 163, 16 U.S.C. 590 b-f];
- Commodity Credit Corporation Charter Act as amended [15 U.S.C. 714c];
- Food Security Act of 1985 as amended [16 U.S.C. 3841 et. Seq.];
- Food, Agriculture, Conservation and Trade Act of 1990 [Public Law 101-624]; and
- Federal Agriculture Improvement and Reform Act of 1996 [Public Law 104-127].

II. INTRODUCTION

NRCS provides planning, technical and financial assistance for the conservation and sustained ecological health of the Nation's natural resources on private lands. Wildlife is an important resource concern of NRCS in their ecosystem-based approach to conservation. Many species of wildlife, including bats, have specific habitat requirements that must be met to ensure their continued existence. In recent years, increasing numbers of landowners and partners have asked for our assistance to protect and improve bat habitat. This includes forest, cave, and mine habitats, as well as bat houses, bridges, and other structures. Maintenance of appropriate food and water resources is also an important concern of landowners. Through USDA conservation programs such as the Wildlife Habitat Incentives Program (WHIP), Rural Abandoned Mines Program (RAMP), Backyard Conservation Program, Conservation Reserve Program (CRP), Wetlands Reserve Program (WRP), Buffer Initiative, Conservation Reserve Enhancement Program (CREP), and Integrated Pest Management, the NRCS helps protect, restore and enhance essential wildlife habitats.

The mission of BCI is to protect and restore bats and their habitats worldwide by teaching people to understand and value bats as essential allies. BCI advocates protecting critical bat habitats; advancing scientific knowledge about bats, their conservation needs, the needs of the ecosystems that rely upon them; and facilitating non-confrontational approaches that help both bats and people.

III. PURPOSE

The purpose of this MOU is to establish a framework of cooperation between NRCS and BCI relative to maintaining and enhancing the productivity of bat and other wildlife habitats on private and public lands. Such activities include, but are not limited to, habitat conservation projects, provision of technical assistance, delivery of information and educational materials, and collaboration on habitat and wildlife research, and development of habitat enhancement techniques.

IV. RESPONSIBILITIES

A. BCI agrees to:

1. Provide NRCS 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 progress of implementing mutual bat conservation objectives.
2. Inform the general public about bat and associated wildlife conservation projects conducted cooperatively with NRCS.
3. Assist in the training of NRCS personnel relative to bat conservation and management.

B. NRCS agrees to:

1. Identify, define, and consider undertaking various projects that will facilitate bat conservation on private lands including, but not limited to, the following:
 - (a) Analysis and assistance in the development of program criteria and tasks to effectively manage bats and their habitats, including the protection, enhancement, and restoration of bats and their habitats, consistent with the sound principles of resource conservation carried out by NRCS on private lands.
 - (b) Consider the conservation of bats and their habitat in the development of NRCS national practice standards and specifications and other technical materials.
 - (c) Development of programs or technical materials to inform private landowners of the beneficial aspects of conserving and attracting bats to private lands, including topics in integrated pest management, pollination, local bat population identification, and habitat protection and enhancement.
 - (d) Provide training, to NRCS staff on bat and other wildlife conservation through technical bulletins, conferences, and training sessions using technical sources and information from BCI and the NRCS.
2. Assist BCI in identifying activities that facilitate the development and implementation of bat conservation and habitat improvement programs by:
 - (a) Utilizing the NRCS public information program to inform private landowners about bat and associated wildlife conservation practices and programs, including topics in integrated pest management, pollination, local bat population identification, and habitat protection and enhancement.

(b) Informing private landowners about practices, technical information, programs, and financial assistance information available through BCI.

C. It is mutually agreed upon by both parties:

1. Collectively identify and develop cooperative projects and programs conducted under this MOU that advance bat habitat conservation with private landowners and operators.
2. Periodically review the progress of programs or projects developed under this MOU and plan future program direction as appropriate
3. Provide recognition of NRCS, BCI members, and the general public on all projects or programs conducted under this MOU.
4. That this MOU is neither a fiscal nor finds obligating document. Any endeavor by either party that involves the reimbursement, contribution of finds, transfer of anything of value between the parties will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors shall be outlined in separate agreements, shall be made in writing by representatives of both parties, and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
5. This MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
6. That each party agrees that it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other parties mid the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees, under this MOU, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or its own employees, while occupying or visiting the projects under and pursuant to this MOU. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).

V. TECHNICAL AND ADMINISTRATIVE CONTACTS

A. NRCS

Lee Bensey, Director, Watersheds and Wetlands
Division (Administrative Contact)
USDA Natural Resources Conservation Service
P.O. Box 2890, Room 6014-S
Washington, DC 20013-2890

Mike W. Anderson, National Wildlife Biologist,
Ecological Sciences Division (Technical Contact)
USDA Natural Resources Conservation Service
P.O. Box 2890, Room 6158-S
Washington, DC 20013-2890
(202) 690-0856

B. BCI

Steve Walker, Executive Director
(Administrative Contact)

Faith Watkins, North American Bats and Mines
Project Director (Technical Contact)

Bat Conservation International, Inc.
Post Office Box 162603
Austin, Texas 78716-2603
(512) 327-9721

VI. DURATION

This MOU shall become effective the date of the last signature and continue in effect for a period of five years or until modified or terminated. This MOU maybe modified or amended upon written consent of both parties. This MOU may be terminated with a 30-day written notice from either party.

VII. PROVISIONS

1. All activities and programs, conducted under this MOU shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII the Civil Rights Act of 1964, as amended; Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statues: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 C.F.R. 15, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, martial status, or handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance from USDA or any agency thereof.
2. All activities conducted under this MOU shall be in compliance with the Drug Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).

Accepted by:

(signed)
PEARLIE S. REED
Chief
Natural Resources Conservation Service

January 2002
DATE

(signed)
STEVEN M. WALKER
Executive Director
Bat Conservation International, Inc.

January 2002
DATE