

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF DEFENSE

AND

BAT CONSERVATION INTERNATIONAL

PREFACE

1. This agreement establishes a policy of cooperation and coordination between the Department of Defense (DoD) and Bat Conservation International (BCI) to identify, document and maintain bat populations and their habitats on DoD installations.
2. The DoD has a long history of commitment to protection of the environment and the natural resources that have been entrusted to its care while at the same time accomplishing its primary mission of national defense.
3. DoD wishes to receive technical assistance in techniques for improving management of bat populations and their habitats, and to gain access to a nationwide network of compatible data and support that can be used to assess the significance of bat populations and habitat found on DoD lands.
4. BCI was formed to promote conservation, education, and research initiatives involving bats and the ecosystems they serve. BCI provides information and service to scientists, land managers, and the public.
5. Both BCI and the DoD have responsibilities and interests in the management of wildlife and their habitats. Both parties agree that wildlife habitats need to be conserved and managed to protect wildlife and to meet the growing public demand for wildlife conservation and related scientific opportunities. Furthermore, BCI and DoD desire to assist each other in conducting inventories, monitoring, and research; initiating actions which will increase the productivity of bats and enhance their habitats; and educating the public about the roles and values of bats in ecosystems on lands managed or used by the DoD.

PURPOSE

The purpose of this MOU is to establish procedures for planning and conducting cooperative efforts by BCI and DoD on DoD lands. It also establishes policies and procedures for BCI to provide technical assistance to DoD to maintain or increase the productivity of bats and their habitats on DoD lands; to keep once-common bat species from being Federally-listed as threatened or endangered; and to work to recover presently listed species of bats and prevent species extinction.

RESPONSIBILITIES

The Department of Defense and Bat Conservation International do mutually agree that:

1. The DoD will, subject to the availability of resources and under the terms of separately funded subagreements to this MOU, undertake such tasks as:
 - a. Provide leadership for the planning, implementation, and monitoring of work undertaken pursuant to this agreement and supplemental subagreements.
 - b. Designate a point of contact for coordination of BCI activities at the Service Headquarters, major command, and/or installation, as deemed appropriate by each Service.
 - c. Provide BCI representatives at the end of each fiscal year with a summary report of project accomplishments executed supplemental to this agreement.
 - d. Identify and evaluate appropriate proposed bat conservation proposals and existing projects for possible implementation as partnership initiatives with BCI.
 - e. Coordinate project planning with appropriate Federal and State agencies to ensure that planned projects are consistent with Federal and State management objectives for bats and other Federal and State legal and statutory requirements.
 - f. Identify a DoD representative to serve as liaison for any proposal field study.
 - g. Compensate BCI for their assistance, as mutually agreed upon in supplemental subagreements.
 - h. Communicate the establishment of this MOU to all Military Departments, major commands, and appropriate installations.

2. Bat Conservation International will, subject to the availability of resources and under the terms of separately funded subagreements to this MOU, undertake such tasks as:

a. Provide expertise, as well as labor, materials, and/or funds for the implementation of agreed-upon inventory, monitoring, and habitat improvement projects; education and public awareness efforts; or research efforts; as feasible and in accordance with BCI policy.

b. Designate a point of contact for coordination of DoD initiatives at BCI, as deemed appropriate.

c. Enter into separate subagreements (e.g. specific collection or donation agreements, volunteer agreements, or contracts) with the DoD to accomplish agreed-upon work developed supplemental to this agreement. Such work may include training, consultation, inventories, monitoring, habitat improvement projects, education, or research projects.

d. Refrain from referring to this MOU in commercial advertising in a manner which states or implies that the activities of the BCI are approved or endorsed by the DoD.

e. Submit for review to the DoD prior to release any proposed releases to the public media which reference this MOU or any employee of the DoD.

f. Communicate the establishment of this MOU to appropriate BCI cooperative units.

g. Make training available for DoD personnel in the survey, inventory and monitoring of bats.

3. DoD and BCI will hold an annual meeting to review progress made under this document and to discuss new project proposals within the purposes of this MOU.

4. Each project requiring a payment of funds by BCI to the DoD will be documented and signed by the responsible organizational unit line officer of the DoD and a BCI representative using an appropriate agreement.

5. Special matching fund projects will be documented via cooperative agreements and signed by the responsible DoD official and BCI representatives.

6. The implementation of this MOU and subsequent supplemental subagreements is subject to required funds being available to both parties of the MOU. Nothing in this MOU shall be construed as obligating the DoD to the expenditure of funds.

7. Nothing herein contained shall be construed as limiting or affecting in any way the delegated authority of the Department of Defense.

8. Nothing herein shall impede the parties from using other mechanisms to accomplish the purposes set out above.

DELEGATION

1. Authorized representatives of BCI and the DoD may execute special use authorizations and enter into supplemental subagreements within the scope of this document

2. Any supplemental subagreement negotiated under the authority of this MOU will remain in full force and effect, unless and until modified or terminated by local signatory parties, per the terms of said supplemental subagreements.


MODIFICATION AND TERMINATION


1. This MOU may be modified or amended upon written request of either party and the written concurrence of the other. The MOU may be terminated with 60-day written notice of either party; however, sufficient attempts should be made to modify, rather than to terminate, the MOU.

2. Five years after signature by both parties, this MOU shall be reviewed and considered for renewal. Signatures must be obtained from both parties to fully execute the renewal.

IMPLEMENTATION

This MOU becomes effective when signed by both parties.


Assistant Deputy Under Secretary of Defense Date
(Environment, Safety and Occupational Health)


Executive Director Date
Bat Conservation International