

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE U.S. GEOLOGICAL SURVEY
AND
THE U.S. FISH AND WILDLIFE SERVICE**

- I. **Statement of Purpose.** This Memorandum of Understanding (MOU) between the U.S. Fish and Wildlife Service (Service) and the U.S. Geological Survey (USGS) provides for technically oriented, interagency support and cooperation in administering and implementing the North American Bat Monitoring Program (NABat), including jointly identifying science priorities for the program. NABat is a multinational bat monitoring program to improve bat conservation efforts by increasing collaboration among government agencies and other partners, developing and using standardized protocols to gather data, and sharing high-quality monitoring data and research among resource managers. When referred to collectively, the Service and the USGS are referred to as the “Parties.”
- II. **Background.** The mission of the Service includes working with others to conserve and protect fish, wildlife, plants, and their habitats for the continuing benefit of the American people. As the Nation's largest biological science agency, USGS collects, monitors, and analyzes data about natural resource conditions, issues, and problems. USGS leads large-scale, multidisciplinary investigations and provides impartial scientific information to resource managers, including the Service. USGS and the Service have worked together since 2012 to develop NABat and have, since 2017, co-led the program per the direction from Congress.

Forty-six species of bats play critical ecological and economic roles in the continental U.S.. Currently, six of these species are listed as threatened or endangered in accordance with the U.S. Endangered Species Act. Two prominent threats to North American bats highlight the growing importance of having reliable access to robust information that informs conservation planning and management of multiple bat species. To date, the fungal disease white-nose syndrome (WNS) has been confirmed in 12 hibernating bat species in North America, with highly variable impacts observed by species and location. Collision with wind turbines has been documented in both migratory and hibernating bat species, with impact varying across species, location, and time of year.

In 2011, the Service published the “National Plan for Assisting States, Federal Agencies, and Tribes in Managing White-nose Syndrome in Bats,” (Plan) which provides the strategic framework for implementing a collaborative continental-scale response to WNS by international, Federal, state, Tribal and non-governmental partners. The Plan recognized the need to develop a comprehensive bat monitoring program and capacities to support centralized data management for all species of bats occurring in the U.S. In 2015, a letter of intent was signed by executive representatives from the U.S., Canada, and Mexico attending the annual meeting of the Trilateral Committee for Wildlife and Ecosystem Conservation and Management. In the U.S., the Service, USGS, and six other Federal agencies committed to increasing collaboration and information delivery to improve conservation efforts for North American bats. A technical report, also published in 2015, served as the informal launch of the NABat. The program provides data management tools and regular, scientifically defensible information on

the status and trend of bat populations to inform resource management and conservation decision-making.

III. Identification of Statutory Authority(ies). The USGS may enter into this MOU using its authority to “prosecute projects in cooperation with other agencies, Federal, state, and private.” (43 U.S.C. § 36c). The Service has authority to enter into this MOU pursuant to the Fish and Wildlife Coordination Act (16 U.S.C. § 661(b)) and the Fish and Wildlife Act of 1956 (16 U.S.C. § 742e(c)).

IV. Procedures to be followed and Responsibilities of the Parties. This MOU sets forth the general terms and conditions under which the Parties will conduct activities of NABat to meet agency needs and Department of Interior mandates. The Parties will help to ensure that operations remain sustainable, collaborative, and efficient, and continue to meet the bat monitoring-related needs of Tribal, state and Federal resource managers. The Parties recognize that the availability of funding and staff, which is not always guaranteed, will affect the scope and efficiency of the work.

a. The USGS will endeavor to:

- i. provide leadership in program implementation and science priorities across jurisdictional boundaries by identifying and executing activities important to sustain program operations, deliver technical assistance in response to partner needs, and execute research and development that support program advancement,
- ii. develop, maintain, and improve centralized technical infrastructure that enables partners to contribute, preserve, access, and share bat survey and monitoring data,
- iii. conduct customized analyses on data held in the NABat database that meet the information needs of the Service and other Federal, state and Tribal partners regarding North American bat populations,
- iv. deliver products and tools that address specific information needs critical to the Service workflows and decision processes related to the effective and sustainable management and conservation of bats across North America,
- v. improve data collection through trainings, written guidance and resources, and responding to request for information,
- vi. conduct research and development to advance analytical methods,
- vii. improve information delivery by diversifying modalities for delivery, automating processing to accelerate throughput, and expanding outreach and engagement activities.

b. The Service will endeavor to:

- i. provide leadership in program implementation and application across jurisdictional boundaries, including by appointing a principal point of contact for the NABat Program and assigning region- or program-specific personnel to coordinate NABat activities,
- ii. use NABat data products in support of planning and decision making,
- iii. with USGS, jointly plan and evaluate NABat science priorities, analyses, and data access tools that add efficiency and consistency to Service priorities and responsibilities, alongside other partner needs,

- iv. establish the NABat database as the agency's centralized platform for management, integration, and storage of bat data, including for efforts related to Species Status Assessments, regulatory compliance, interagency cooperation, and bat monitoring by the Service and its collaborators,
- v. maximize contributions to NABat from the Service at national and regional levels by supporting coordination and monitoring activities at National Wildlife Refuges and beyond, as funds and staff are available.

c. Both (or all) Parties agree that:

- i. While it is the intent of the parties to fulfill their objectives under this Agreement, neither party is hereby making any commitments in excess of appropriated funds authorized by law or administratively made available.
- ii. Each party shall be responsible for the activities of its own employees and agents and no employment or agency relationship is created between the parties.
- iii. This agreement contains all understandings between the parties, and there are no other agreements, understandings, or representations set forth or incorporated by reference herein.
- iv. The parties agree that if there is a change regarding the information in the following section, the party making the change will notify the other party in writing of such change.
- v. Points of Contact.

For the USGS:	For USFWS:
Name: Brian E. Reichert	Name: Jeremy T. H. Coleman
Address: 2150 Centre Ave, Bldg C, Fort Collins, CO	Address: 300 Westgate Center Dr., Hadley, MA
Email: breichert@usgs.gov	Email: jeremy_coleman@fws.gov
Telephone: 970-226-9245	Telephone: 413-253-8223

V. Administrative Provisions.

- a. Nothing in this MOU may be construed to obligate either party, or any part of the United States Government, to any current or future expenditure of resources either in advance of the availability of appropriations from Congress or when funds are available.
- b. This MOU cannot be used to obligate or transfer funds, personnel, supplies, equipment, or services between the Parties or to affect any type of binding commitment or obligation. This MOU does not commit the Parties to enter into any specific agreements for the purpose(s) of this MOU. Projects involving cost sharing or reimbursable funding between the Parties must be authorized in separate, follow-on agreements based on appropriate statutory authorities.

- c. This MOU does not create an actual or implied intention or requirement for the USGS or the Service to enter into a contract or a financial assistance agreement.
- d. *Term.* This MOU shall remain in effect for 5 years upon the last signature of the Parties. Any party to this MOU may terminate its participation by providing 90 days advance written notice to all parties to the MOU. This MOU is effective upon the date of the last signature.
- e. *Modification.* The Parties may amend or modify this MOU at any time through an agreement in writing with the written concurrence of the other party, signed by duly authorized representatives of both Parties.
- f. *No Assignment.* No Party may assign any portion of this MOU without the prior written consent of the other party. The MOU shall continue to apply to any successor agencies to the Service or to USGS, unless otherwise agreed to by such successor agencies or terminated in accordance with paragraph (g), below.
- g. *Termination.* The Parties may each terminate participation in this MOU at any time for any reason by written notice to the other Party 90 days in advance of the proposed termination date. This includes termination at will by either Party, or termination because either Party cannot fulfill its objectives because of lack of appropriated funds, unavoidable diversion of resources, or other circumstances legitimately preventing performance. Upon termination, the Parties' responsibilities to one another under this MOU shall cease subject to any continuing commitments, such as cooperation or data sharing, that may reasonably survive this agreement or be necessary to its orderly wind-down.
- h. *Data.* All data and information produced as a result of this MOU shall be available for use by the USGS and the Service in connection with their ongoing programs and for other government and public purposes, and must comply with USGS Fundamental Science Practices requirements. This includes publication of results where appropriate, except in cases prohibited by proprietary and security considerations. The parties will communicate to each other any concerns or limitations regarding data or information use or sharing as early as possible if such circumstances arise. This includes requested disclosures of protected information in response to the Federal Freedom of Information Act (FOIA) requests, congressional inquiries, or other lawful disclosure requirements.
- i. *Press Releases.* The Parties shall coordinate all public statements and other disclosures regarding this MOU, and none of the Parties may engage in any publicity regarding this MOU unless all the Parties consult and agree in advance on the form, timing, and contents of any such publicity, announcements, or disclosure. All public statement must be coordinated with the USGS Office of Communications and Publishing (OCAP).
- j. *No Creation of Additional Rights.* Nothing in this agreement is intended to create rights or expectations in any third-party and it is entered solely for the administrative convenience of the parties.
- k. *Interagency Agreements.* Any endeavor involving reimbursement or contribution of funds between the parties will be handled in accordance with applicable laws, regulations, and

procedures. Such endeavors will be addressed in separate interagency agreements that shall be made in writing by authorized representatives of both parties under appropriate statutory authority.

- I. *Federal Advisory Committee Act (FACA) Implications.* The parties will comply with the Federal Advisory Committee Act to the extent it applies.

VI. Approval/Signatures.

David Applegate, Director
U.S. Geological Survey

JAMES D.
APPLEGATE

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APPLEGATE
Date: 2023.11.22 10:10:19 -05'00'

SIGNATURE

DATE

Martha Williams, Director
U.S. Fish and Wildlife Service



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WILLIAMS
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DATE