

MEMORANDUM OF UNDERSTANDING

Between

THE IDAHO NATIONAL LABORATORY and CRATERS OF THE MOON NATIONAL MONUMENT AND PRESERVE FOR COOPERATION IN

UNMANNED AERIAL VEHICLES OVER PARK LAND

The purpose of this Memorandum of Understanding (MOU) is to describe certain mutual understandings between the Idaho National Laboratory (INL), which is managed and operated by Battelle Energy Alliance, LLC (BEA) for the United States Department of Energy under DOE Contract No. DE-AC07-05ID14517, and the Craters of the Moon National Monument and Preserve (CRATERS OF THE MOON), regarding the Participants' intentions to pursue collaboration focused on unmanned aerial vehicles over park and land.

The Participants intend that coordination and discussions between the Participants are to be on the basis of mutual benefit, equality, and reciprocity.

Article 1: OBJECTIVES

The intended overall objective of this non-binding MOU is to promote and facilitate discussions and exploration of potential cooperation between the Participants in the field of unmanned aerial vehicles over park and land.

Article 2: AREAS OF COOPERATION

Areas of cooperation may include, but are not limited to, the following:

- 2.1 INL Unmanned Aircraft Systems (UAS) pilots will attempt to maintain an approximately 18-square-mile area above the Park's Loop Road and associated nearby areas and use this area as a transit area only for accessing other portions of the Park.
- 2.2 INL will plan UAS missions to avoid direct and cumulative visitor-related impacts within the 18-square-mile area by optimizing the route, speed, timing, and frequency of flights over the identified area.
- 2.3 INL will share, upon request and ability, pertinent data with the Park, especially data related to geologic processes, atmospheric conditions, wildlife and wildlife migration, caves, cultural sites, which may be collected during UAS flights over the Park.
- 2.4 INL will provide advanced notification to the Park of planned UAS flights.
- 2.5 INL will notify the Park of any "lost link" or downed UAS that may occur within the

Park's borders before attempting to recover the UAS.

- 2.6 INL will consider collecting data on behalf of the park if requested (especially data related to caves and incursions from All-Terrain Vehicles (ATVs) and cultural sites) during routine flights. If specifically asked outside of routine flights, funding will be provided by Craters of the Moon.

Additional topics of potential cooperation may be considered based on mutual written consent by the Participants.

Article 3: MANAGEMENT OF THE COOPERATION

Initial General Coordinators for each Participant are set out below, and each Participant may replace its General Coordinator at any time upon written notice to the other Participant. The General Coordinators are to receive and review all proposals for Specific Topics of Cooperation (STC) under this MOU and mutually approve all STC proposals to be advanced for collaboration. For each approved STC, the Participants are to assign a Technical Coordinator, which is to coordinate all activities between the INL and the Craters of the Moon. The General Coordinators are to monitor progress of the cooperation and collect periodic status reports for each approved STC.

The General Coordinators are as follows:

For INL: Matthew Balderree
Title: Chief UAS Pilot
Address: Battelle Energy Alliance, LLC
Idaho National Laboratory
2525 N. Fremont Ave, MS
Idaho Falls, ID 83415-
Telephone: (208) 526-2940
Facsimile: (208) 526-0690
E-mail: matthew.balderree@inl.gov

For IRSN: Wade M. Vagias, Ph.D.
Title: Superintendent
Address: Craters of the Moon National
Monument
1266 Craters Loop Road
Arco, Idaho 83213
Telephone: (208) 527-1310
Facsimile:
E-mail: wade_vagias@nps.gov

Each Participant should conduct the activities contemplated by this MOU in accordance with all applicable laws, regulations and other requirements to which it is subject, including, without limitation, export control laws and environment, health and safety laws and regulations, and international agreements to which its Government is party.

Article 5: FINANCIAL OBLIGATIONS

Except as the Participants may otherwise agree in writing, each Participant is to be responsible for the costs it incurs in participating in cooperative activities under this MOU. The conduct of cooperative activities under this MOU is subject to the availability of personnel, appropriated funds, and other resources. Nothing in (i) this MOU or (ii) discussions or correspondence leading up to or

relating to this MOU creates any legally binding obligations between the Participants.

Independent Entities: The Participants understand that nothing contained herein is intended to authorize either Participant to bind or act for, or assume any obligations or responsibilities on behalf of, the other Participant. Neither Participant intends for this MOU to create any responsibility or liability for an indebtedness or obligation of the other Participant. In no event is this MOU intended to be construed to create a partnership, joint venture, alliance or any other affiliation between the Participants.

Liability: In no event is this MOU to be construed to cause either Participant to be liable to the other Entity or its affiliates for loss of profits, loss of products, loss of use or for indirect, consequential or special damages.

Consent: This MOU is not intended to commit nor obligate either Participant to provide any products, or perform any services, or accept any responsibilities, without the other Participant's prior written consent.

Article 6: INFORMATION AND INTELLECTUAL PROPERTY

The Participants do not intend, or expect, to create intellectual property under this MOU. If it appears that cooperative activities under this MOU may result in the creation of intellectual property, the Participants should enter into a written agreement therefor or restructure the cooperative activities to avoid the creation of intellectual property.

Article 7: DURATION, AMENDMENT, AND TERMINATION

- 7.1 Activities under this MOU may commence upon signature and may continue for five (5) years unless discontinued in accordance with paragraph 3 of this Article. This MOU may be modified or extended by mutual written consent of the Participants.
- 7.2 The Participants intend that any questions of interpretation or implementation relating to this MOU arising during its term are to be resolved by consultations between them.
- 7.3 This MOU may be discontinued at any time by mutual written consent of the Participants. Alternatively, a Participant that wishes to discontinue its participation in this MOU should endeavor to provide at least [90] days advance written notice to the other Participant. The Participants intend that any discontinuance of this MOU should be without prejudice to any rights and obligations that may have accrued under separate executed agreements to effectuate the intended collaborations, activities, and exchanges contemplated under this MOU.
- 7.4 The Participants understand that INL may assign or transfer this MOU to the U.S. Department of Energy or to its designee without notice or prior consent to CRATERS OF THE MOON.

- 7.5 The parties to this MOU agree that no provision of this MOU, collectively individually, is contractual or otherwise legally enforceable in any way by either party and may be terminated at any time by either party at any time.

THE IDAHO NATIONAL LABORATORY

SIGNATURE:

By: 

NAME: Todd E. Combs
TITLE: Associate Laboratory Director
Energy & Environment S&T

DATE: 12-13-17

CRATERS OF THE MOON NATIONAL
MONUMENT & PRESERVE

SIGNATURE:

By: **WADE VAGIAS** Digitally signed by WADE
VAGIAS
Date: 2017.12.11 15:24:31 -07'00'

NAME: Wade M. Vagias
TITLE: Superintendent

DATE: December 11, 2017