

BLM # LAA 08 0012
USGS # 08HQAG0131
NPS # H9911080028
USDA FS # PNW-03-JV-11261900-048
NRCS # A-3A75-8-70
MMS # 39850
USFWS # 701817K403

**NORTH AND WEST ALASKA
COOPERATIVE ECOSYSTEM STUDIES UNIT
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

**DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Geological Survey
National Park Service
Minerals Management Service
U.S. Fish and Wildlife Service**

**DEPARTMENT OF AGRICULTURE
U.S. Forest Service
Natural Resources Conservation Service**

and

**UNIVERSITY OF ALASKA SYSTEM (HOST)
(UA-Anchorage, UA-Fairbanks, UA-Southeast)
University of New Hampshire
Alaska SeaLife Center
Denali Education Center
Alaska Pacific University**

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Geological Survey, National Park Service, Minerals Management Service, U.S. Fish and Wildlife Service, U.S. Department of Agriculture Forest Service, and Natural Resources Conservation Service (hereinafter called Federal Agencies), and the University of Alaska System and its partner institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the North and West Alaska Cooperative Ecosystem Studies Unit (CESU). This continuation of the North and West Alaska CESU is implemented by mutual consent of the parties and is consistent with the prior Agreement and the express intent of the request for proposals for that Agreement. North and West Alaska Cooperative Ecosystem Studies Unit (CESU). The North and West Alaska CESU is associated with a national network of CESUs.
- B. The objectives of the North and West Alaska Cooperative Ecosystem Studies Unit are to:
- * Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 - * Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 - * Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to establish the North and West Alaska CESU to assist in providing research, technical assistance and education.
- D. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of

life. In accordance with 43 U.S.C. 36d, 16 U.S.C.1a-2j, 16 U.S.C. 5933, and Secretarial Order No. 3202, the USGS is authorized to enter into this cooperative agreement to continue the North and West Alaska CESU to assist in providing research, technical assistance and education.

- E. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the North and West Alaska CESU to assist in providing research, technical assistance and education.
- F. The U.S. Department of Agriculture Forest Service (hereinafter called USDA FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 (b) the USDA FS is authorized to enter into a joint venture agreement to establish the North and West Alaska CESU to assist in providing research, technical assistance, and education.
- G. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 of P.L. 106-387, 7 U.S.C. 6962a, NRCS is authorized to enter into this cooperative agreement establishing the North and West Alaska CESU to assist in providing research, technical assistance and education.
- H. The Minerals Management Service (hereinafter called MMS) was established by Department of the Interior (DOI) Secretarial Order No. 3071 in 1982 with responsibility for managing the Nation's oil, natural gas, and other mineral resources on the Federal Outer Continental Shelf (OCS) and the mineral revenues from OCS, Federal, and Indian lands as authorized by the OCS Lands Act (OCSLA) (43 U.S.C. 1331-1356). The MMS manages the mineral resources on 1.76 billion acres of the OCS to ensure that the U.S. government receives fair market value for acreage made available for leasing and manages any oil and gas activities to conserve resources, operate safely, and protect the coastal and marine environment. In addition to OCSLA, numerous laws, but particularly NEPA, provide the basis for environmental assessment and study of impacts associated with OCS related activities. OCSLA Section 1346 mandates the conduct of environmental and socioeconomic studies needed for the assessment and management of environmental impacts on the human, marine, and coastal environments which may be affected by oil and gas or other mineral development. It further states that the Secretary may by agreement utilize, with or without reimbursement, the services,

personnel, or facilities of any Federal, State, or local government agency. OCSLA Section 1345 authorizes the use of cooperative agreements with affected States to meet the requirements of OCSLA, including sharing of information, joint utilization of available expertise, formation of joint monitoring arrangements to carry out applicable Federal and State laws, regulations, and stipulations relevant to outer Continental Shelf operations both onshore and offshore. The Energy Policy Act of 2005 amended the OCS Lands Act to give authority to the Department of the Interior to coordinate the development of an alternative energy program on the OCS and also to coordinate the energy and non-energy related uses in areas of the OCS where traditional oil and natural gas development already occurs. MMS may use, as appropriate, the aforementioned authorities for specific activities under this agreement.

- I. The U.S. Fish and Wildlife Service (hereinafter call USFWS) working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through Federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, and inland sport fisheries. In accordance with 16 U.S.C. 742f, the USFWS is authorized to enter into this cooperative agreement to continue the North and West Alaska CESU to assist in providing research, technical assistance and education.
- J. The University of Alaska System (hereinafter called Host University), participating in the North and West Alaska CESU through the UA-Anchorage, UA-Fairbanks, and UA-Southeast, inspires learning, and advances and disseminates knowledge through teaching, research, and public service, emphasizing the North and its diverse peoples.
- K. The partner institutions to the Host University include the University of New Hampshire, Alaska SeaLife Center, Denali Education Center, and Alaska Pacific University (hereinafter called Partner Institutions).

ARTICLE II. STATEMENT OF WORK

- A. Each Federal Agency agrees to:
 1. Provide administrative assistance, as appropriate, necessary to execute this Agreement and subsequent modifications;
 2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the North and West Alaska CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
 3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
 4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;

5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the North and West Alaska CESU Manager's Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, in accordance with the respective policies of the Host University or Partner Institutions, and as specifically determined in modifications to the Agreement; and
10. Be individually responsible for their agency's role in administering the Agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Continue, in consultation with the Federal Agencies and Partner Institutions, the North and West Alaska CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the North and West Alaska CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the North and West Alaska CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal North and West Alaska CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies' personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the North and West Alaska CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a North and West Alaska CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and

guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the North and West Alaska CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the North and West Alaska CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the North and West Alaska CESU.

D. All Federal Agencies, the Host University and Partner Institutions agree to:

1. Maintain the North and West Alaska CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan FY2004-2008*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a North and West Alaska CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual funding documents, in accordance with each agency's procedures, to this Agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
 - (a) the proposed work;
 - (b) the project contribution to the objectives of the CESU;
 - (c) the methodology of the project;
 - (d) the substantial involvement of each party;
 - (e) the project budget and schedule;
 - (f) the specific deliverables;
5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement;
6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be July 15, 2008. Parties will have until July 15, 2008 to sign this Agreement and thereby express their intent to continue participation in the North and West Alaska CESU; parties that do not sign this Agreement by July 15, 2008 will not be participants in the North and West Alaska CESU.

- B. By mutual consent and at the end of this Agreement, a new agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the North and West Alaska CESU.
- C. For the purposes of this Agreement, amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III. C.1.
 - C.1. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.
- D. For the purposes of this Agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad Agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

ARTICLE IV. KEY OFFICIALS

A. The technical representatives for the Federal Agencies are as follows:

1. Bureau of Land Management

Lee Koss
Hydrologist
Bureau of Land Management
Alaska State Office
222 West 7th Avenue, #13
Anchorage, AK 99513
Phone: 907-271-4411
Fax: 907-271-5479

lkoss@ak.blm.gov

2. U.S. Geological Survey

Anthony R. DeGange
US Geological Survey
4210 University Drive
Anchorage, AK 99508
Phone: 907-786-7046
Fax: 907-786-7020
tdegange@usgs.gov

3. National Park Service

Lois Dalle-Molle
Research Coordinator
North and West Alaska CESU
National Park Service
4175 Geist Road
Fairbanks, AK 99709
Phone: 907-455-0635
Fax: 907-455-0601
lois_dalle-molle@nps.gov

4. U.S. Fish and Wildlife Service

Ms. Danielle Jerry
Chief, Division of Realty and Natural Resources
Fish and Wildlife Service
1011 E. Tudor Rd.
Anchorage, AK 99503-6190
Phone: 907-786-3335
Fax: 907-786-3901
Danielle_Jerry@fws.gov

5. Minerals Management Service

Cleveland Cowles
Regional Supervisor, Leasing and Environmental
U.S. Dept. of the Interior
3801 Centerpoint Drive, Suite 500
Anchorage, AK 99503
Phone: 907-334-5200
Fax: 907-334-5242
Cleveland.Cowles@mms.gov

6. USDA Forest Service

Linda E. Kruger, Ph.D.
Social Science Team Leader
Alaska Communities and Forest Environments Team

PNW Research Station, US Forest Service
2770 Sherwood Lane, Suite 2A
Juneau, Alaska 99801-8545
Phone: 907-586-8811 Ext. 228
Fax: 907-586-7848
lkruger@fs.fed.us

7. Natural Resources Conservation Service

Lillian Woods, National Technology Support Coordinator
Acting National CESU Coordinator
USDA - Natural Resources Conservation Service
P.O. Box 2890
Room 6227-S
Washington, DC 20013
Phone: 202-690-2010
Fax: 202-720-4839
Lillian.Woods@wdc.usda.gov

B. The technical representatives for the Host University (University of Alaska System) are:

Craig Dorman
Vice President for Research
University of Alaska
202 Butrovich Building
P.O. Box 755000
Fairbanks, Alaska 99775
Phone: 907-474-7311
craig.dorman@alaska.edu

Carol Lewis
Dean, School of Natural Resources & Agricultural Sciences
University of Alaska Fairbanks
172 Arctic Health Research Bldg.
P.O. Box 757140
Fairbanks, Alaska 99775
Phone: 907-474-7670
Fax: 907-474-6567
ffcel@uaf.edu

Peter Fix
Assistant Professor & NWA-CESU Campus Coordinator
Department of Resources Management
University of Alaska Fairbanks
323 O'Neill Bldg.

P.O. Box 757200
Fairbanks, Alaska 99775
Phone: 907-474-6926
Fax: 907-474-6184
ffpjf@uaf.edu

C. The technical representatives for the Partner Institutions are:

1. University of New Hampshire
Donald Sundberg
Vice President for Research and Public Service
University of New Hampshire
Thompson Hall 107
105 Main Street
Durham, New Hampshire 03824-3547
Phone: 603-862-1997
dcs@christa.unh.edu
2. Alaska SeaLife Center
Ned A. Smith, Ph.D.
President and Chief Executive Officer
Alaska SeaLife Center
301 Railway Avenue
P.O. Box 1329
Seward, Alaska 99664
Phone: 907-224-6349
Fax: 907-224-6360
ned_smith@alaskasealife.org
3. Denali Education Center
Dr. Michael Sfraga
Chairman, Board of Directors
Denali Education Center
P.O. Box 212
Milepost 231 Parks Highway
Denali Park, AK 99755
Phone: 907-474-7494
Fax: 907-683-1358
mike.sfraga@alaska.edu
4. Alaska Pacific University
Dr. Michael Loso
Assistant Professor of Geology and Earth Sciences
Alaska Pacific University
4101 University Drive

Anchorage, AK 99508
Phone: 907-564-8263
Fax: 907-562-4276
mloso@alaskapacific.edu

ARTICLE V. AWARD

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner shall obligate \$10,000 to award to the Host University to carry out this Agreement.
- B. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, and specifically, 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture).
- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications.
 - C.1. One exception is that the USDA FS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USDA FS cost-sharing requirements of 20% of total project costs.
 - C.2. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of P.L. 107-76.
 - C.3. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the Agreement.
- D. Award of additional funds or in-kind resources will be made through modifications to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the Agreement shall be kept on file with the Host University.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI. PRIOR APPROVAL

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of North and West Alaska CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to the Agreement.
- C. A current role and mission statement for the North and West Alaska CESU will be agreed to and maintained by all North and West Alaska CESU cooperators. Copies of the role and mission statement will be available to all parties to the Agreement.
- D. Annual work plans will be developed to guide the specific activities of the North and West Alaska CESU and will:
 - 1. Describe the North and West Alaska CESU's ongoing and proposed research, technical assistance and education activities;
 - 2. Describe anticipated projects and products; and
 - 3. Identify faculty, staff and students involved in the North and West Alaska CESU during the year.

Copies of the annual work plan will be available to all parties to the Agreement.

- E. A current multi-year strategic plan will be maintained to generally guide the North and West Alaska CESU. Copies of the strategic plan will be available to all parties to the Agreement.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE IX. TERMINATION

Termination of this Agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture). Any party to this Agreement may terminate its

participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by their applicable laws, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a), (b), and (c) for non-governmental parties stated below.

Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- (a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- (b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
- (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

B. SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due

notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.

2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE

A. The following are to be incorporated into this Agreement:

1. DI-2010, Certifications for the Host University regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

ARTICLE XII. ATTACHMENTS

A. The following are attached:

1. ATTACHMENT 1 – Financial Status Report, SF 269A
2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
3. ATTACHMENT 3 – Federal Cash Transactions Report, SF 272
4. ATTACHMENT 4 – ACH Payment, SF 3881
5. ATTACHMENT 5 – Example Modification Template

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Land Management
- B. U.S. Geological Survey
- C. National Park Service
- D. Minerals Management Service
- E. U.S. Fish and Wildlife Service

U.S. DEPARTMENT OF AGRICULTURE

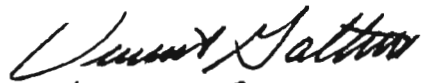
- F. USDA Forest Service
- G. Natural Resources Conservation Service

H. UNIVERSITY OF ALASKA SYSTEM

- I. University of New Hampshire
- J. Alaska SeaLife Center
- K. Denali Education Center
- L. Alaska Pacific University

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

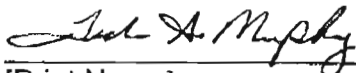


VINCENT GALTERIO

[Print Name]: ACTING ASSO. STATE DIRECTOR
[Print Title]:

7-9-08

Date



[Print Name]: TEO A. MURPHY
[Print Title]: DSD - RESOURCES

7/9/08

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey



Sherri Ly Bredesen
Contracting Officer



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. National Park Service



[Print Name]: JOY C. KUCINSKI
[Print Title]: CONTRACTING OFFICER



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. Minerals Management Service

Cleveland J. Cowles

Cleveland J. Cowles

Regional Supervisor, Office

[Print Name]:

[Print Title]:

*of Leasing &
Environment*

7/14/08

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. U.S. Fish and Wildlife Service

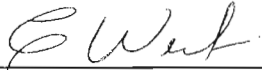


[Print Name]: GARY EDWARDS
[Print Title]: Acting Regional Director

15 July 08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. USDA Forest Service



BOV B. EAV
Station Director

6/18/08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. Natural Resources Conservation Service



KATHERINE C. GUGULIS
DEPUTY CHIEF FOR MANAGEMENT

7/3/08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. University of Alaska System

Daniel J Julius

[Print Name]:

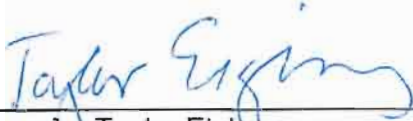
[Print Title]:

5/25/08
Date



ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. University of New Hampshire



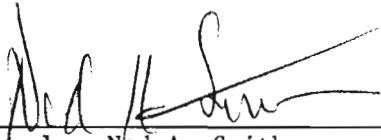
[Print Name]: Taylor Eighmy
[Print Title]: Interim Vice President for Research

July 14, 2008

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. Alaska SeaLife Center



[Print Name]: Ned A. Smith
[Print Title]: President and CEO

5-27-08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. Denali Education Center



[Print Name]:
[Print Title]:



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Alaska Pacific University

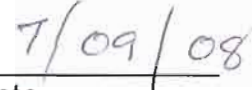


Douglas North

DOUGLAS NORTH

[Print Name]:

[Print Title]:



7/09/08

Date