

BLM #FAA060058  
BOR# 05-FC-402294  
USFWS# 84320-5-J306  
USGS-BRD # 06HQAG0157  
NPS # H8R07060001  
USDA ARS# 58-5325-3N-4006  
USDA FS # 06-JV-11221674-272  
NRCS# 68-9327-2-03

**GREAT BASIN  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

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

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

**and**

**UNIVERSITY OF NEVADA - RENO (HOST)  
Utah State University  
Boise State University  
Brigham Young University  
California State University - Fresno  
Desert Research Institute  
Great Basin College  
Idaho State University  
Oregon State University  
University of Idaho  
University of Nevada - Las Vegas  
University of Utah  
White Mountain Research Station**

## ARTICLE I - BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Fish and Wildlife Service, U.S. Geological Survey–Biological Resources Division, National Park Service, U.S. Bureau of Reclamation and U.S. Department of Agriculture Agricultural Research Service, U.S. Forest Service, and Natural Resources Conservation Service (hereinafter called Federal Agencies), and the University of Nevada-Reno and its partner institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Great Basin Cooperative Ecosystem Studies Unit (CESU). This continuation of the Great Basin 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. The Great Basin CESU is associated with a national network of CESUs.
- B. The objectives of the Great Basin Cooperative Ecosystem Studies Unit (CESU) 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 Great Basin CESU to assist in providing research, technical assistance and education.
- D. The Bureau of Reclamation (hereinafter called Reclamation) mission is to manage, develop, and protect water and related resources in an environmentally

and economically sound manner in the interest of the American public. Pursuant to P.L. 108-447, Div. C, § 206; Reclamation is authorized to enter into grants and cooperative agreements with universities or non-profit institutions in FY2005 to fund water use efficiency research. Reclamation intends to pursue renewal of this authority each year until long-term authority is established. Reclamation may, as appropriate, use additional authorities available for specific activities under this Agreement.

- E. The U.S. Fish and Wildlife Service (hereinafter called 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 the cooperative agreement establishing the Great Basin CESU to assist in providing research, technical assistance and education.
- F. 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 Great Basin CESU to assist in providing research, technical assistance and education.
- G. 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, 16 U.S.C. 5933, and U.S.C. 5934, the NPS is authorized to enter into cooperative agreements with public and private institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training programs concerning the resources of the National Park System.
- H. The Agricultural Research Service (hereinafter called ARS) mission is to conduct research to develop and transfer solutions to agricultural problems of high national priority and provide information access and dissemination to: ensure high-quality, safe food and other agricultural products; assess the nutritional needs of Americans; sustain a competitive agricultural economy; enhance the natural resource base and the environment; and provide economic opportunities for rural citizens, communities, and society as a whole. In accordance with 7 U.S.C. 3318 the ARS is authorized to enter into a cooperative agreement

establishing the Great Basin CESU to assist in providing research, technical assistance and education.

- I. 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 Great Basin CESU to assist in providing research, technical assistance and education.
- J. 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 the cooperative agreement establishing the Great Basin CESU to assist in providing research, technical assistance and education
- K. The Board of Regents, Nevada System of Higher Education on behalf of the University of Nevada-Reno (hereinafter called Host University) was founded as Nevada's land-grant institution, and is a component of the Nevada System of Higher Education. The Host University is a center for scholarship and learning, with responsibilities that extend to the citizens of Nevada, the nation and world. The Host University emphasizes building partnerships that strengthen linkages with communities, business and industry, state and federal agencies, and public and private organizations.
- L. The partner institutions to the Host University include Utah State University, Boise State University, Brigham Young University, California State University – Fresno, Desert Research Institute, Great Basin College, Idaho State University, Oregon State University, University of Idaho, University of Nevada-Las Vegas, University of Utah and White Mountain Research Station (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 Great Basin 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 and as available;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate and as available;
6. Make available managers to serve on the Great Basin CESU Managers 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, as appropriate, 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 Great Basin CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Basin CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Great Basin CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Great Basin 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, as appropriate;
8. Encourage its students to participate in the activities of the Great Basin CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and

10. Maintain a Great Basin CESU Managers 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 Great Basin 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 Great Basin 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 Great Basin CESU.

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

1. Maintain the Great Basin 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 Great Basin CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual funding documents in accordance with each agencies' 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 – TERMS 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 August 7, 2006. Parties will have until August 6, 2006 to sign this Agreement and thereby express their intent to continue participation in the Great Basin CESU; parties that do not sign this Agreement by August 6, 2006 will not be participants in the Great Basin 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 Great Basin 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.
- 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 or task agreements 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 or task agreements 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.

#### **ARTICLE IV - KEY OFFICIALS**

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

1. Bureau of Land Management

Ron Wenker  
Bureau of Land Management  
Nevada State Office  
1340 Financial Boulevard  
Reno, NV 89502  
(775) 861-6485 (phone)  
(775) 861-6712 (fax)  
Ron\_wenker@nv.blm.gov  
(mailing address)  
P.O. Box 12000  
Reno, NV 89520

Nora Devoe  
Bureau of Land Management  
Nevada State Office  
1340 Financial Boulevard  
Reno, NV 89502  
(775) 861-6485 (phone)  
(775) 861-6712 (fax)  
[Nora\\_devoe@blm.gov](mailto:Nora_devoe@blm.gov)

2. U.S. Bureau of Reclamation

Amy T. Cutler (UC-734)  
U.S. Bureau of Reclamation  
125 South State Street  
Salt Lake City, UT 84138-1102  
(801) 524-3654 (phone)  
(801) 524-5499 (fax)  
[ACUTLER@uc.usbr.gov](mailto:ACUTLER@uc.usbr.gov)

3. U.S. Fish and Wildlife Service

Steve Caicco  
U.S. Fish and Wildlife Service  
Nevada Fish and Wildlife Office  
1340 Financial Blvd., Suite 234  
Reno, NV 89502  
Phone: (775) 861-6341  
Fax: (775) 861-6301  
[steve\\_caicco@r1.fws.gov](mailto:steve_caicco@r1.fws.gov)

4. U.S. Geological Survey–Biological Resources Division

Kate Kitchell  
Deputy Center Director  
U.S. Geological Survey–Forest and Rangeland Ecosystem Science Center  
777 NW 9<sup>th</sup> St., Suite 400  
Corvallis, OR 97330  
(541) 750-1033 (phone)  
[kate\\_kitchell@usgs.gov](mailto:kate_kitchell@usgs.gov)

5. National Park Service

Angela Evenden  
NPS Research Coordinator  
Great Basin CESU  
University of Nevada  
1000 Valley Road  
Reno, NV 89512  
Phone: 775-784-4616



Fax: 775-775-4583  
[Angela\\_evenden@nps.gov](mailto:Angela_evenden@nps.gov)

6. USDA Agricultural Research Service

Livy Williams, III  
Research Entomologist  
USDA-ARS  
Exotic and Invasive Weeds  
Research Unit  
920 Valley Rd.  
Reno, NV 89512  
(775) 784 6057 x 223 (phone)  
[livyw@unr.edu](mailto:livyw@unr.edu)

7. USDA Forest Service

Robin Tausch  
USDA Forest Service, Rocky Mountain Research Station  
Forest Sciences Laboratory  
University of Nevada  
920 Valley Road  
Reno, NV 89512  
(775) 784-5329 (phone)  
(775) 784-4583 (fax)  
[rtausch@fs.fed.us](mailto:rtausch@fs.fed.us)

8. Natural Resources Conservation Service

Sheryl H. Kunickis, Ph.D.  
USDA NRCS  
14<sup>th</sup> and Independence Ave  
Room 6126  
Washington, DC 20250  
Phone: 202-720-8723  
Fax: 202-720-0428  
[Sheryl.kunickis@wdc.usda.gov](mailto:Sheryl.kunickis@wdc.usda.gov)

B. The technical representatives for the Host University are:

Dr. David Thawley, Dean  
College of Agriculture, Biotechnology and Natural Resources (CABNR)/MS 222  
University of Nevada, Reno  
Reno, NV 89557  
(775) 784-1610 (phone)  
(775) 784-4227 (fax)  
[dthawley@cabnr.unr.edu](mailto:dthawley@cabnr.unr.edu)

Dr. Rang Narayanan  
Associate Dean of Outreach  
CABNR/MS 222  
University of Nevada, Reno  
Reno, NV 89557  
(775) 784-6649 (phone)  
(775) 784-4227 (fax)

C. The technical representatives for the Partner Institutions are:

1. Utah State University

Dr. Nat B. Fraser  
Dean of the College of Natural Resources  
Utah State University  
5200 Old Main Hill  
Logan, UT 84322-5200  
(435) 797-2452 (phone)  
(435) 797-2443 (fax)  
[Nat.fraser@usu.edu](mailto:Nat.fraser@usu.edu)

Eugene Schupp  
Dept. of Wildland Resources  
Utah State University  
5230 Old Main Hill  
Logan, UT 84322-5230  
(435) 797-2475 (phone)  
(435) 797-3796 (fax)  
[schupp@cc.usu.edu](mailto:schupp@cc.usu.edu)

2. Boise State University

Dr. James Munger  
Asso. V.P. for Planning  
Boise State University  
1910 University Drive  
Boise, ID 83725-1515  
Phone: (208) 426-4030  
Fax: (208) 426-4267  
[jmunger@boisestate.edu](mailto:jmunger@boisestate.edu)

3. Brigham Young University

Dr. Dennis Shiozawa  
Dept. of Integrated Biology  
Room 147-A WIDB  
Brigham Young University  
Provo, UT 84602  
Phone: (801) 422-4972  
Fax: (801) 422-0090  
[dennis\\_shiozawa@byu.edu](mailto:dennis_shiozawa@byu.edu)

4. California State University - Fresno

Dr. Jeronima Echeverria  
Office of the Provost  
California State University, Fresno  
5241 North Maple Ave.

Fresno, CA 93740  
Phone: 559-278-2636  
Fax: 559-278-7987  
jeronima@csufresno.edu

5. Desert Research Institute  
Dr. Michael Auerbach  
Executive Director, Division  
of Earth & Ecosystem Sciences  
Desert Research Institute  
2215 Raggio Parkway  
Reno, NV 89512  
(775) 673-7409 (phone)  
(775) 673-7485 (fax)  
auerbach@dri.edu

6. Great Basin College  
Gary Sundseth  
Agriculture Department  
Great Basin College  
1500 College Parkway  
Elko, NV 89801  
(775) 753-2294 (phone)  
(775) 738-8771 (fax)  
gsun1@gwmail.gbcnv.edu

7. Idaho State University  
Dr. Richard S. Inouye  
Director, CERE,  
and Professor of Ecology  
Department of Biological Sciences  
Idaho State University  
Pocatello, ID 83209-8007  
(208) 282-2933 (phone)  
(208) 282-4570 (fax)  
inourich@isu.edu

8. Oregon State University  
Dr. Paul S. Doescher  
Department of Forest Resources  
Oregon State University  
Corvallis, OR 97331  
(541) 737-9401 (phone)  
Paul.doescher@oregonstate.edu

9. University of Idaho

Dr. Steven Daley Laursen  
Dean  
College of Natural Resources  
University of Idaho  
P.O. Box 441138  
Moscow, ID 83844-1138  
(208) 885-6442 (phone)  
(208) 885-5534 (fax)  
[stevendl@uidaho.edu](mailto:stevendl@uidaho.edu)

Dr. Pamela Bell  
P.O. Box 441131  
University of Idaho  
Moscow, ID 83844-1138  
Phone: (208) 885-6658  
[pambell@uidaho.edu](mailto:pambell@uidaho.edu)

Dr. Polly Knutson  
Manager, Grants and Contracts  
University of Idaho  
Moscow, ID 83844-1138  
Phone: (208) 885-6680

10. University of Nevada-Las Vegas  
Dr. Margaret N. Rees  
Associate Vice President for Research  
University of Nevada, Las Vegas  
4505 Maryland Parkway, P.O. Box 452040  
Las Vegas, NV 89154  
(702) 895-3890 (phone)  
(702) 895-5166 (fax)  
[peg.rees@unlv.edu](mailto:peg.rees@unlv.edu)

Rochelle R. Athey  
Executive Director  
Office of Sponsored Programs  
University of Nevada, Las Vegas  
4505 Maryland Parkway, P.O. Box 451055  
Las Vegas, NV 89154  
(702) 895-1357 (phone)  
(702) 895-4379 (fax)  
[rochelle.athey@unlv.edu](mailto:rochelle.athey@unlv.edu)

11. University of Utah  
Dr. John Sperry

Dr. Dennis Bramble

Professor, Biology Department  
2575 1400E  
University of Utah  
Salt Lake City, UT 84112  
(801) 585-0379 (phone)  
(801) 581-4668 (fax)  
sperry@biology.utah.edu

Professor, Biology Department  
2575 1400E  
University of Utah  
Salt Lake City, UT 84112  
(801) 581-3549 (phone)  
(801) 581-4668 (fax)  
bramble@bioscience.utah.edu

12. White Mountain Research Station

Dr. Frank L. Powell  
Director  
White Mountain Research Station  
US, San Diego 0689  
9500 Gilman Drive  
La Jolla, CA 93514  
858-822-0165 (phone)  
858-822-0164 (fax)  
[fpowell@ucsd.edu](mailto:fpowell@ucsd.edu)

**ARTICLE V – AWARD**

- A. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-87, A-110, 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).
- B. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its funding documents. An 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. 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. 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 funding document to the Agreement.
- D. Award of funds or in-kind resources will be made through modifications to and task agreements or other funding documents under the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification or task agreement. Copies of all modifications and task agreements 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 Great Basin CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) 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 Great Basin CESU will be maintained and agreed to by all Great Basin CESU cooperators.
- D. Annual work plans will be developed to guide the specific activities of the Great Basin CESU and will:
  - 1. Describe the Great Basin 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 Great Basin 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 Great Basin CESU.

#### **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), and requires approval of each of the Federal Agencies and the Host University. Such approval shall not be withheld unreasonably.

## **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, disability, 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 Congress shall be admitted to any share or part of this Agreement or to any benefit to arise thereupon 41 U.S.C 21.
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 or 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. Violations of this section shall constitute violations of Section 1352(a) of title 31.

## 6. LIABILITY PROVISION:

### Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, 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 law, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through contract by non-governmental entities or persons, the governmental party contracting work will require that contracted 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 anyone 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 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 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.

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 - AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

### **U.S. DEPARTMENT OF THE INTERIOR**

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

### **U.S. DEPARTMENT OF AGRICULTURE**


- F. Agricultural Research Service
- G. U.S. Forest Service
- H. Natural Resources Conservation Service

### **I. UNIVERSITY OF NEVADA-RENO**

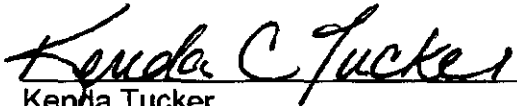
- J. Utah State University
- K. Boise State University
- L. Brigham Young University
- M. California State University - Fresno
- N. Desert Research Institute
- O. Great Basin College
- P. Idaho State University
- Q. Oregon State University
- R. University of Idaho
- S. University of Nevada-Las Vegas
- T. University of Utah
- U. White Mountain Research Station

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

A. Bureau of Land Management

  
\_\_\_\_\_  
Ron Wenker  
State Director, Nevada

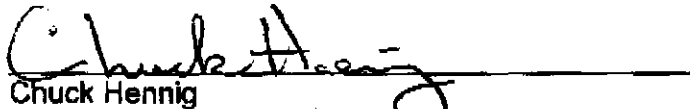
7/25/06  
Date

  
\_\_\_\_\_  
Kendra Tucker  
Assistance Officer

7/25/06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

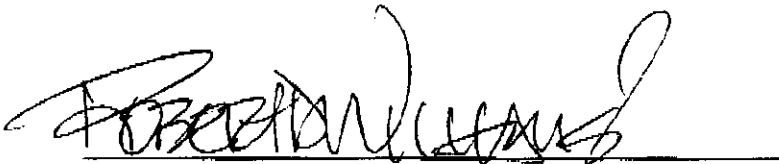
B. U.S. Bureau of Reclamation

  
\_\_\_\_\_  
Chuck Hennig  
Acting Director, Research and Development

7/26/06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

C. U.S. Fish and Wildlife Service



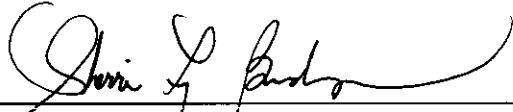
---

Robert D. Williams  
Nevada Field Supervisor

7.17.06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

D. U.S. Geological Survey—Biological Resources Division



\_\_\_\_\_  
Sherri Ly Bredesen  
Contracting Officer

07/14/06  
Date

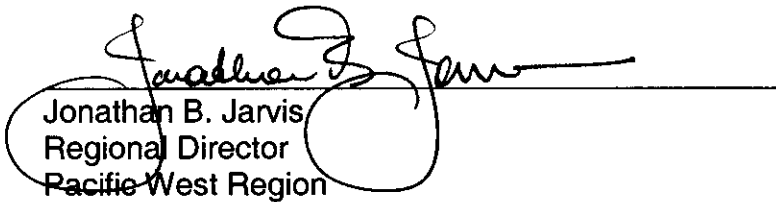
**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

E. National Park Service



Jamie Sherrill  
Contracting Officer  
Pacific West Regional Office

7/12/06  
Date



Jonathan B. Jarvis  
Regional Director  
Pacific West Region

7/12/06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

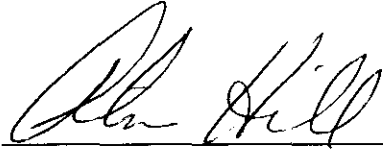
F. USDA Agricultural Research Service

Charles M. Myler

8/1/06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

G. USDA Forest Service, Rocky Mountain Research Station



Alison Hill  
Assistant Station Director for Research

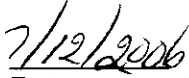
8/4/07  
Date



**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

H. Natural Resources Conservation Service

  
Kevin Brown  
Deputy Chief for Management

  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

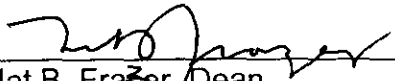
I. Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada-Reno

  
\_\_\_\_\_  
Cindy Kiel  
Director, Sponsored Projects

7/28/06  
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

J. Utah State University

  
\_\_\_\_\_  
Nat B. Fraser, Dean  
College of Natural Resources

7/17/06  
Date

  
\_\_\_\_\_  
Dennis J. Paffrath, Director  
Contracts and Grants

7/18/06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

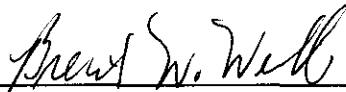
K. Boise State University

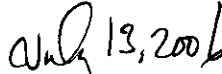
John R. Pelton

1/12/06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

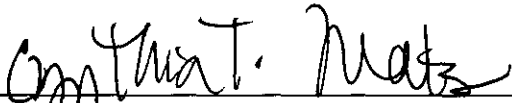
L. Brigham Young University

  
\_\_\_\_\_  
Brent Webb  
Associate Academic Vice President for Research

  
\_\_\_\_\_  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

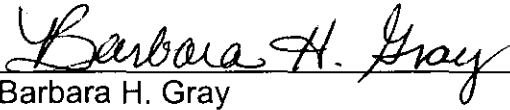
M. California State University - Fresno

  
\_\_\_\_\_  
Cynthia Teniente-Matson  
Vice President for Administration  
and Chief Financial Officer

7/16/07  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

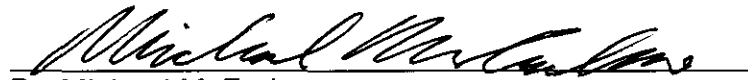
N. The Board of Regents of the Nevada System of Higher Education on behalf of the  
Desert Research Institute

  
\_\_\_\_\_  
Barbara H. Gray  
Director of Sponsored Research

7/13/06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

O. Great Basin College

A handwritten signature in black ink, appearing to read "Michael McFarlane", is written over a horizontal line.


Dr. Michael McFarlane  
Vice President for Academic Affairs

7-14-2006  
Date



**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**


P. Idaho State University

  
\_\_\_\_\_  
Dr. Richard Inouye

7/14/06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

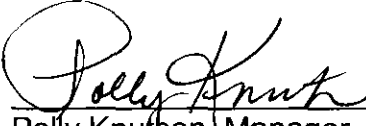
Q. Oregon State University

  
\_\_\_\_\_  
Clement LaCava  
Program Representative

7/17/06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

R. University of Idaho

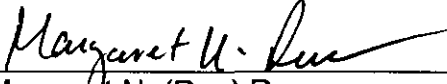
  
Polly Knutson, ~~Manager~~  
Grants and Contracts

**Polly J Knutson, Interim Director  
Office of Sponsored Programs  
University of Idaho**

7/12/06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**


S. University of Nevada-Las Vegas

  
\_\_\_\_\_  
Dr. Margaret N. (Peg) Rees  
Associate Vice President for Research

7-17-06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

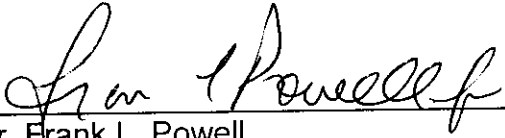
T. University of Utah

  
\_\_\_\_\_  
Ray Gesteland  
Vice President for Research

8/1/06  
Date

**ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)**

U. White Mountain Research Station

  
\_\_\_\_\_  
Dr. Frank L. Powell  
Director

24 July 2006  
Date