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USBR # 3FC810873
USGS # 08HQAG0132
NPS # H8C07080001
USFWS # 81332-8-J005
USDA FS # 08-JV-11272150-052
NRCS # A-3A75-8-69
NASA # NCC2-1403
DOD OSD (I&E) # W912DY-08-2-0029

**CALIFORNIAN
COOPERATIVE ECOSYSTEM STUDIES UNIT**

COOPERATIVE and JOINT VENTURE AGREEMENT

between

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

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

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

**DEPARTMENT OF DEFENSE
Office of the Deputy Under Secretary of Defense
(Installations and Environment)**

and

**UNIVERSITY OF CALIFORNIA (HOST)
(UC-Berkeley, UC-Davis, UC-Irvine, UC-Los Angeles, UC-Merced,
UC-Riverside, UC-San Diego, UC-Santa Barbara, UC-Santa Cruz)
San Francisco State University
California State University, Fresno
California State University, Los Angeles
Cal Poly Corporation, California Polytechnic State University
CSU, Chico Research Foundation, California State University, Chico
Humboldt State University**

California State University, Northridge
California State University, Stanislaus

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, Bureau of Reclamation, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, USDA Forest Service, Natural Resources Conservation Service, National Aeronautics and Space Administration, and Office of the Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called Federal Agencies), and the University of California and its partner institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Californian Cooperative Ecosystem Studies Unit (CESU). This continuation of the Californian 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 Californian CESU is associated with a national network of CESUs.
- B. The objectives of the Californian 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 Californian CESU to assist in providing research, technical assistance and education.
- D. The Bureau of Reclamation (hereinafter called USBR) manages, develops, and protects water and related resources in an environmentally and economically sound manner in the interest of the American public (43 U.S.C. Chapter 12). USBR is

authorized to enter into certain cooperative agreements in accordance with the authority delegated in 255 DM 14.1, which states, "The Commissioner, Bureau of Reclamation, is delegated so much of the authority of the Secretary under the Fish and Wildlife Coordination Act, 16 U.S.C. 661 et seq., as is necessary to provide assistance, through grants or cooperative agreements, to public or private organizations for the improvement of fish and wildlife habitat associated with water systems or water supplies affected by Reclamation projects." The following types of agreements as they relate to fish and wildlife habitat associated with water systems or water supplies affected by Reclamation projects are authorized, especially as they relate to State-Federal cooperation and coordination: protection, maintenance, and development of fish and wildlife habitat; fish and wildlife reintroduction and propagation; research and other field study programs including those involving the taking or possession of fish and wildlife; fish and wildlife resource inventories and data collection; education programs; toxicity/mortality investigations and monitoring; animal damage management; endangered and threatened species; habitat preservation; management activities involving fish and wildlife; and disposition of fish and wildlife taken in conjunction with the activities listed herein. In accordance with this authority, the USBR is authorized to enter into a cooperative agreement to establish the Californian CESU to assist in providing research, technical assistance and education.

- E. 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 Californian CESU to assist in providing research, technical assistance and education.
- F. 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 Californian CESU to assist in providing research, technical assistance and education.
- G. The USDA 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 Californian CESU to assist in providing research, technical assistance, and education.

- H. Among the National Aeronautics and Space Administration's (hereinafter called NASA) missions is the utilization of aeronautical and space activities for scientific purposes, encompassing research designed to expand knowledge of the Earth, its resources, and the effects of climatic change on the transformation of its ecological systems. In addition, NASA is responsible for the environmental stewardship of the land, water, and wildlife resources under its control. In accordance with Section 203(c) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. 2473(c), NASA is authorized to enter into a cooperative agreement to establish the Californian CESU to assist in providing research, technical assistance and education.
- I. 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 Californian CESU to assist in providing research, technical assistance and education.
- J. 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 Californian CESU to assist in providing research, technical assistance and education.
- K. The Department of Defense (hereinafter called DoD) manages nearly 29 million acres of land, and the natural and cultural resources found there, and for this agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DoD's primary mission is national defense. DoD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DoD environmental stewardship activities are authorized under the Sykes Act, as amended. In accordance with one or more of the following: 16 U.S.C. 670c-1, 10 U.S.C. 2358, 10 U.S.C. 2384, 10 U.S.C. 2394, and P.L. 103-139 (FY 94 NDAA page 107 Stat. 1422), the DoD is authorized to enter into this cooperative agreement to establish the Californian CESU to assist in providing research, technical assistance, and education.
- L. The University of California (hereinafter called Host University) participates in the Californian CESU through its nine campuses (Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, Santa Barbara, Santa Cruz). The University of

California, Berkeley is the administrative lead for the Host University. The University of California is an educator of students. Equally important, however, has been the University's role as a problem solver. From its earliest days, the University of California has been the public's resource in addressing the pressing issues and challenges of the day and of the future. The public has rightly expected UC to make a difference through its wealth of knowledge, its resources for analysis and research, and its capacity for innovation. Since its inception in 1868, the University has made a profound difference in the lives of all Californians by providing real world solutions to the state's most pressing needs. As the needs and problems of an increasingly diverse state become more sophisticated and complex, the dedicated men and women of UC continue turning their research into real world solutions.

- M. The partner institutions to the Host University include San Francisco State University; California State University, Fresno; California State University, Los Angeles; Cal Poly Corporation, California Polytechnic State University; CSU, Chico Research Foundation, California State University, Chico; Humboldt State University; California State University, Northridge; and California State University, Stanislaus (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 Californian 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 Californian 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 Californian CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Californian CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Californian CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal Californian 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 Californian CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Californian 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 Californian 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 Californian 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 Californian CESU.

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

1. Maintain the Californian 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 Californian 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), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

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 01, 2008. Parties will have until July 01, 2008 to sign this Agreement and thereby express their intent to continue participation in the Californian CESU; parties that do not sign this Agreement by July 01, 2008 will not be participants in the Californian 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 Californian 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 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.
- 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
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3. U.S. Fish and Wildlife Service
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4. U.S. Geological Survey

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5. National Park Service

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6. USDA Forest Service

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7. Natural Resources Conservation Service
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Acting National CESU Coordinator
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8. National Aeronautics and Space Administration
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9. Department of Defense
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B. The technical representatives for the Host University are:

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C. The technical representatives for the Partner Institutions are:

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6. Humboldt State University

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7. California State University, Northridge

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8. California State University, Stanislaus

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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 will obligate \$10,000 to award to the Host University to carry out this Agreement. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.
- 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), 7 CFR Parts 3015-3052 (Department of Agriculture), 14 CFR Part 1260 (National Aeronautics and Space Administration), and 22 CFR Part 518 (Department of Defense).
- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications.
 - C.1. Exception 1: The USDA Forest Service 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. Exception 2: The NRCS 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. 108-199.
 - 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.
- 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 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), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration), and 22 CFR Part 518 (Department of Defense).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration) establish uniform reporting procedures for financial and technical reporting. Also, in accordance with 22 CFR part 518 (Department of Defense).
- B. As appropriate, the Host University will convene periodic meetings of Californian 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 Californian CESU will be agreed to and maintained by all Californian 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 Californian CESU and will:
 - 1. Describe the Californian 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 Californian 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 Californian 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), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

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), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration). 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 respective 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, SF272
4. ATTACHMENT 4 – ACH Payment, SF3881
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. Bureau of Reclamation
- C. US Fish and Wildlife Service
- D. U.S. Geological Survey
- E. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

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

H. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

DEPARTMENT OF DEFENSE

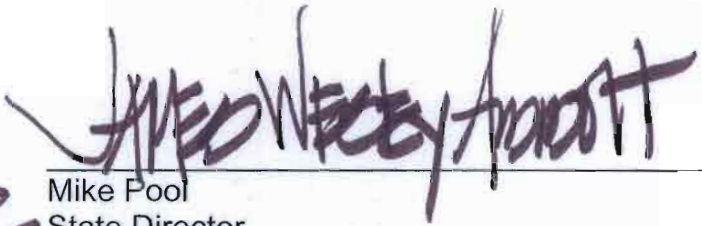
- I. Office of the Deputy Under Secretary of Defense
(Installations and Environment)

J. UNIVERSITY OF CALIFORNIA (HOST)

- K. San Francisco State University
- L. California State University, Fresno
- M. California State University, Los Angeles
- N. Cal Poly Corporation, California Polytechnic State University
- O. CSU, Chico Research Foundation, California State University, Chico
- P. Humboldt State University
- Q. California State University, Northridge
- R. California State University, Stanislaus

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

FOR


Mike Pool
State Director

06/17/08

Date




Traci D. Thaler
Grants Management Officer

6/17/2008

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B Bureau of Reclamation



[Print Name]:
[Print Title]:

July 1, 2008
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. U.S. Fish and Wildlife Service



Kenneth McDermond
Deputy Regional Director, Region 8

6-18-07

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. U.S. Geological Survey

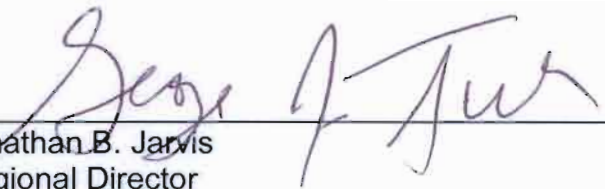


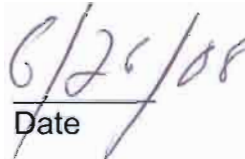
Sherri Ly Bredesen
Contracting Officer

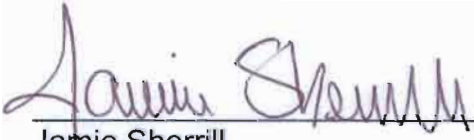
06/26/08
Date

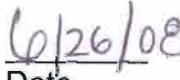
ARTICLE VIII AUTHORIZING SIGNATURES (cont.)

E. National Park Service


Jonathan B. Jarvis
Regional Director


Date


Jamie Sherrill
Contracts/Agreements, Team Leader


Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. USDA Forest Service



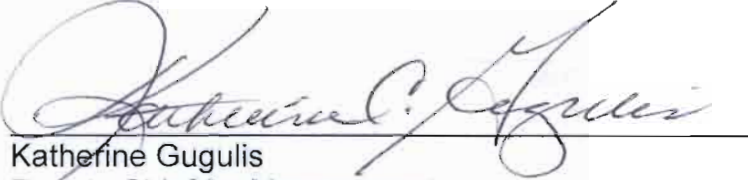
Beth Giron Pendleton
Acting Station Director, Pacific Southwest Research Station

JUL 01 2008

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

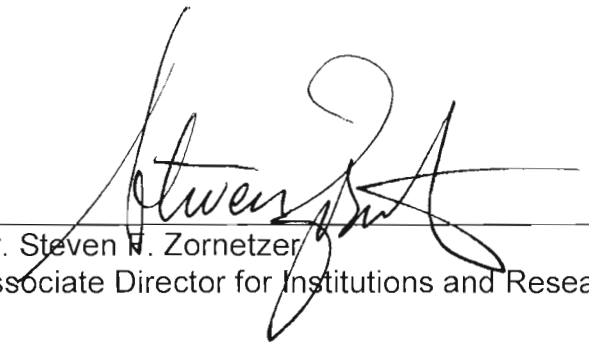
G. Natural Resources Conservation Service


Katherine Gugulis
Deputy Chief for Management

7/1/08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. National Aeronautics and Space Administration

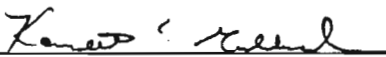


Dr. Steven W. Zornetzer
Associate Director for Institutions and Research

6/25/08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

- I. Department of Defense
Office of the Deputy Under Secretary of Defense
(Installations and Environment)

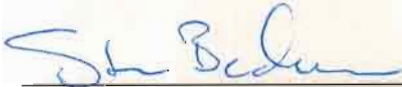


Kenneth E. Goddard
Grants Officer
U.S. Army Engineering and Support Center, Huntsville AL

7/1/08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. University of California, systemwide authorization



Steven V.W. Beckwith
Vice President for Research and Graduate Studies




Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. San Francisco State University



Stephen Smith
Director of Procurement and Contracts



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. California State University, Fresno



Thomas McClanahan
Associate Vice President for Research & Sponsored Programs

6/12/08

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. California State University, Los Angeles



Jose L. Galvan
Dean of Graduate Studies & Research

6-30-08
Date

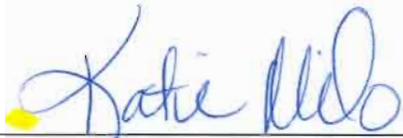
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Cal Poly Corporation, California Polytechnic State University

Shayle Nakano for Melissa Mullen 6/24/08
Melissa Mullen Date
Sponsored Programs Manager Cal Poly Corporation

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. CSU, Chico Research Foundation, California State University, Chico

A handwritten signature in blue ink that reads "Katie Milo". The signature is written in a cursive style with a yellow dot at the end of the first name.

Katie Milo
Vice Provost for Research

A handwritten date in blue ink that reads "6/12/08". The date is written in a simple, legible style.

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. Humboldt State University

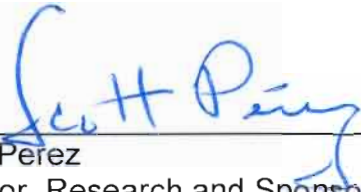


James H. Howard
Dean, College of Natural Resources and Sciences

6/11/08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. California State University, Northridge

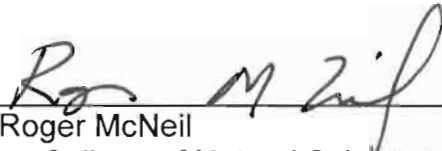


Scott Perez
Director, Research and Sponsored Projects

6/11/08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. California State University, Stanislaus



Dr. Roger McNeil
Dean, College of Natural Sciences

6/12/08
Date