BLM # PAA027032 USGS-BRD # 02HQAG0113 NPS # H5000 02 0271 NRCS # 68-7482-2-39 DOD # DACA87-02-H-0007 NASA # NCC13-02009

# GULF COAST COOPERATIVE ECOSYSTEM STUDIES UNIT

#### **COOPERATIVE and JOINT VENTURE AGREEMENT**

#### between

DEPARTMENT OF THE INTERIOR

Bureau of Land Management
U.S. Geological Survey-Biological Resources Division

National Park Service

DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service

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

### NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

#### and

### **TEXAS A&M UNIVERSITY (HOST)**

Auburn University
Louisiana State University
Mississippi State University
Southern University and A&M College
Texas A&M, Corpus Christi
Texas A&M, Galveston
Texas A&M, Kingsville
Troy State University

University of Central Florida
University of Florida
University of Georgia Research
Foundation, Inc.
University of Louisiana at Lafayette
University of Texas, Austin
Coastal Conservation Association
The Nature Conservancy of Texas

#### 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–Biological Resources Division, National Park Service, Natural Resources Conservation Service, Department of Defense Office of the Deputy Under Secretary of Defense (Installations and Environment) and National Aeronautics and Space Administration (hereinafter called Federal Agencies), and Texas A&M University and its partner institutions is to establish and maintain the Gulf Coast Cooperative Ecosystem Studies Unit (CESU). The Gulf Coast CESU is associated with a national network of CESUs.
- B. The objectives of the Gulf Coast 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 Gulf Coast CESU to assist in providing research, technical assistance and education.
- D. The U.S. Geological Survey–Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C.1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish Gulf Coast CESU to assist in providing research, technical assistance and education.

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- 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 Gulf Coast CESU to assist in providing research, technical assistance and education.
- F. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, 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 a cooperative agreement to establish the Gulf Coast CESU to assist in providing research, technical assistance, and education.
- G. The Department of Defense (hereinafter called DoD) manages nearly 25 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 Sikes Act, as amended. In accordance with 16 U.S.C. 670, as amended, the DoD is authorized to enter into a cooperative agreement to establish the Gulf Coast 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

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Gulf Coast CESU to assist in providing research, technical assistance and education.

- I. Texas A&M University (hereinafter called Host University) is dedicated to the discovery, development, communication, and application of knowledge in a wide range of academic and professional fields. Its mission of providing the highest quality undergraduate and graduate programs is inseparable from its mission of developing new understandings through research and creativity. It prepares students to assume roles of leadership, responsibility, and service to society. It welcomes and seeks to serve persons of all racial, ethnic, and geographic groups, women and men alike, as it addresses the needs of an increasingly diverse population and a global economy. The Institute of Renewable Natural Resources (administrative lead) is an organizational component of the Agricultural Program of the Texas A&M University System. Its purpose is to coordinate, strengthen, and integrate inter- and multi-disciplinary approaches to renewable natural resource issues by providing a forum for quality research, teaching, and extension programs to explore the structure, function, and sustainable use of renewable natural resources in Texas, the nation, and the world.
- J. The partner institutions to the Host University include Auburn University, Louisiana State University, Mississippi State University, Southern University and A&M College, Texas A&M-Corpus Christi, Texas A&M-Galveston, Texas A&M-Kingsville, Troy State University, University of Central Florida, University of Florida, University of Georgia Research Foundation, Inc., University of Louisiana at Lafayette, University of Texas-Austin, Coastal Conservation Association, and The Nature Conservancy of Texas.

#### 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 Gulf Coast 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 Gulf Coast 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. Establish, in consultation with the Federal Agencies and Partner Institutions, the Gulf Coast CESU:
- 2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Gulf Coast CESU objectives;
- 3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Gulf Coast CESU objectives, as appropriate;
- 4. Provide basic administrative and clerical support as appropriate;
- 5. Provide access for Federal Gulf Coast 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 Gulf Coast CESU;
- 9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
- 10. Establish a Gulf Coast 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 Gulf Coast 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 Gulf

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Coast 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 Gulf Coast CESU.
- D. All Federal Agencies, the Host University and Partner Institutions agree to:
  - 1. Establish and maintain the Gulf Coast CESU closely following the CESU Introduction (June 2001), adapting key elements to local and regional needs, as appropriate;
  - 2. Develop and adopt a Gulf Coast CESU role and mission statement;

3. Develop a multi-year strategic plan;

- 4. Make modifications, as appropriate, to this agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
  - (a) the proposed work and what is being modified in the agreement,
  - (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), 22 CFR Part 518 (Department of Defense), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

### 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 determined from the date of the last signature.
- 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 Gulf Coast 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.

- 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.

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

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

### 1. Bureau of Land Management

Geoffrey Walsh
Bureau of Land Management
Eastern States Office
7450 Boston Boulevard
Springfield, VA 22153Phone: 703-440-1668
Fax: 703-440-1551
Geoffrey Walsh@es.blm.gov

### 2. U.S. Geological Survey-Biological Resources Division

Virginia Burkett
U.S. Geological Survey-Biology Discipline
National Wetlands Research Center
700 Cajundome Boulevard
Lafayette, LA 70506
Phone: 337-266-8636
Fax: 337-266-8513
virginia burkett@usgs.gov

#### 3. National Park Service

John Yancy
Associate Regional Director
Natural Resource Stewardship and Science
National Park Service
Southeast Region
1924 Building
100 Alabama Street, S.W,
Atlanta, GA 30303
Phone: 404-562-3279
Fax: 404-562-3263
John Yancy@nps.gov

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### 4. Natural Resources Conservation Service

Sheryl H. Kunickis, Ph.D.
Natural Resources Conservation Service
5601 Sunnyside Avenue
Room 4-2274
Beltsville, MD 20705-5140
Phone: 301-504-4787

Fax: 301-504-6231 shk@ars.usda.gov

### 5. Department of Defense

Peter Boice Conservation Team Leader Department of Defense 1225 Jefferson Davis Highway, Suite 1500 Arlington, VA 22202 Phone: 703-604-0524

Fax: 703-607-4237 Peter.Boice@osd.mil

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## 6. National Aeronautics and Space Administration

Jenette Gordon
National Aeronautics and Space Administration
Stennis Space Center
RA00
AST-Environmental Management, Building 1100
Stennis Space Center, MS 39529
Phone: 228-688-1416
jenette.b.gordon@ssc.nasa.gov

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## B. The technical representative for the Host University is:

Dr. Robert Brown Institute of Renewable Natural Resources 2258 TAMU Texas A&M University College Station, TX 77843-2258

Phone: 979-845-1261 Fax: 979-845-3786 rdbrown@tamu.edu

## C. The technical representatives for the Partner Institutions are:

### 1. Auburn University

Dr. Upton Hatch Environmental Institute Auburn University 101 Corner Hall Auburn, AL 36849-5431 Phone: 334-844-4132

Fax: 334-844-4462 hatchlu@auburn.edu

### Louisiana State University

Dr. Craig Colten
Department of Geography & Anthropology
227 Howe-Russell Geoscience Complex
Louisiana State University
Baton Rouge, LA 70803-4105
Phone: 225-578-5942

Phone: 225-578-5942 Fax: 225-578-4420 ccolten@lsu.edu

### Mississippi State University

Dr. Jeff Ballweber Water Resources Institute Mississippi State University PO Box AD Mississippi State, MS 39762 Phone: 662-325-3620

Fax: 662-325-3621 ballweber@wrri.msstate.edu

### 4. Southern University and A&M College

Dr. Vladimir Alexander Appeaning Southern University and A&M College Urban Recreation Research Center PO Box 82804

Baton Rouge, LA 70884 Phone: 225-771-4399/4182

Fax: 225-771-4420

alexanderappeaning@yahoo.com

Dr. Kamran Abdollahi Southern University and A&M College Urban Forestry Program PO Box 10771 Baton Rouge, LA 70813 Phone: 225-771-6291 Fax: 225-324-6293 kamrana664@cs.com

Dr. Damien Ejigiri
Southern University and A&M College
Nelson Mandela School of Public Policy
PO Box 9656
Baton Rouge, LA 70813
Phone: 225-771-3094
Fax: 225-771-3105
ejigiri@yahoo.com

### 5. Texas A&M University, Corpus Christi

Dr. J.W. Tunnell, Jr., Director Center for Coastal Studies Natural Resources Center, Suite 3200 Texas A&M University, Corpus Christi 6300 Ocean Drive Corpus Christi, TX 78412

Phone: 361-825-2768
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### 6. Texas A&M University, Galveston

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Texas A&M University, Galveston
Galveston, TX 77551

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harperd@tamug.tamu.edu

### 7. Texas A&M University, Kingsville

Dr. Ron Rosati, Dean College of Agriculture and Human Sciences Campus Box 218 Texas A&M University Kingsville Kingsville, TX 78363-8202 Phone: 361-593-3711 Fax: 361-593-3713

ronald.rosati@tamuk.edu

### 8. Troy State University

Dr. Paul Stewart Department of Biology McCall Hall Troy State University Troy, AL 36082 Phone: 334-670-3932

Fax: 334-670-3662 mstewart@troyst.edu

#### 9. University of Central Florida

Dr. Graham Worthy
Department of Biology
University of Central Florida
4000 Central Florida Blvd.
Orlando, FL 32816

Phone: 407-823-4701 Fax: 407-823-5769 gworthy@mail.ucf.edu

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#### 10. University of Florida

Dr. Randall Stocker
Center for Natural Resources
University of Florida
PO Box 110230
Gainesville, FL 32611-0239

Phone: 352-392-9613 Fax: 352-392-3462

aqplants@mail.ifas.ufl.edu

### 11. University of Georgia Research Foundation, Inc.

Dr. James Sweeney
Daniel B. Warnell School of Forest Resources
University of Georgia Research Foundation, Inc.

Athens, GA 30602-2152 Phone: 706-542-2866

Fax: 706-542-3342

jsweeney@smokey.forestry.uga.edu

### 12. University of Louisiana at Lafayette

Dr. Bob Gramling
University of Louisiana at Lafayette
PO Box 43530
Lafayette, LA 70504

Phone: 337-482-5375 Fax: 337-482-5374 gramling@louisiana.edu

#### 13. University of Texas, Austin

Dr. Paul Montagna University of Texas, Austin Marine Science Center Mail Code T2500 Port Aransas, TX 78373 Phone: 361-749-6779

Fax: 361-749-6777 paul@utmsi.utexas.edu

#### 14. Coastal Conservation Association

Mr. Kevin Daniels, Executive Director Coastal Conservation Association 4801 Woodway, Suite 220W Houston, TX 77056

Phone: 713-626-4222 Fax: 703-961-3801 kdaniels@ccatexas.org

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15. The Nature Conservancy of Texas

Mr. Jim Bergan, Director of Science and Stewardship The Nature Conservancy PO Box 1440 San Antonio, TX 78295-1440 Phone: 210-224-8774

Fax: 210-224-9805 jbergan@tnc.org

#### ARTICLE V – AWARD

- A. Award under this agreement is as specified in the incorporated proposal and budget (Article XI 1. and 2.).
- B. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, the Federal Agencies will obligate funds as follows:

#### Bureau of Land Management

\$10,000 is awarded to the Host University to carry out this agreement.

### U.S. Geological Survey-Biological Resources Division

\$10,000 is awarded to the Host University to carry out this agreement.

#### National Park Service

\$10,000 is awarded to the Host University to carry out this agreement.

### Natural Resources Conservation Service

\$10,000 is awarded to the Host University to carry out this agreement.

<u>Department of Defense</u> (represented by U.S. Army Engineer and Support Center, Hunstville)

\$10,000 is awarded to the Host University to carry out this agreement.

## National Aeronautics and Space Administration

\$10,000 is awarded to the Host University to carry out this agreement.

C. 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), 22 CFR Part 518.20-28 (Department of Defense) and 14 CFR Part 1260 (National Aeronautics and Space Administration).

- D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An 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.
  - 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.
- E. 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.
- F. 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), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

#### 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), 22 CFR Part 518.60-62 (Department of Defense)and 14 CFR Part 1260 (National Aeronautics and Space Administration) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Gulf Coat CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement for the Gulf Coast CESU will be prepared, adopted and agreed to by all CESU Federal Agencies, the Host University, and Partner

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Institutions within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.

- D. Annual work plans will be developed to guide the specific activities of the Gulf Coast CESU and will:
  - 1. Describe the Gulf Coast 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 Gulf Coast CESU during the year.

The first annual work plan (for FY2003) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.

E. A multi-year strategic plan will be developed to generally guide the Gulf Coast CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

### **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), 22 CFR Part 518.31-37 (Department of Defense), 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), 22 CFR Part 518: 60-62 (Department of Defense), and 14 CFR Part 1260 (National Aeronautics and Space Administration). Any party to this agreement may terminate its participation with reasons 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.

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- 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, unless the share or part benefit is for the general benefit of a corporation or company.
- 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, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

### 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 subcontract by non-governmental entities or persons, the governmental party subcontracting 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. Budget for funds awarded in this agreement (including Application for Federal Assistance, SF-424)
  - 2. Gulf Coast CESU Proposal
  - 3. 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. U.S. Geological Survey Biological Resources Division
- C. National Park Service

#### U.S. DEPARTMENT OF AGRICULTURE

D. Natural Resources Conservation Service

#### U.S. DEPARTMENT OF DEFENSE

- E. Office of the Deputy Under Secretary of Defense (Installations and Environment) U.S. Army Engineer and Support Center, Huntsville (representing ODUSD)
- F. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
- G. TEXAS A&M UNIVERSITY
- H. Auburn University
- I. Louisiana State University
- J. Mississippi State University
- K. Southern University and A&M College
- L. Texas A&M University, Corpus Christi
- M. Texas A&M University, Galveston
- N. Texas A&M University, Kingsville
- O. Troy State University
- P. University of Central Florida
- Q. University of Florida
- R. University of Georgia Research Foundation, Inc.
- S. University of Louisiana at Lafayette
- T. University of Texas, Austin
- U. Coastal Conservation Association
- V. The Nature Conservancy of Texas

nia Bush

A. Bureau of Land Management

Mike Nedd

State Director, Eastern States

Modestenia Bush

**Assistance Officer** 

B. U.S. Geological Survey-Biological Resources Division

Patricia L. Masterson NAPB

JUL 3 1 2002

Date

C. National Park Service

Jerry Belson

Regional Director Southeast Region 7/29/02 Date

John Yancy

Associate Regional Director

Natural Resource Stewardship and Science

Southeast Region

Date

Kathleen Batke

Contracting Officer

Southeast Region

D. Natural Resources Conservation Service

Bruce I. Knight Chief

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E. Department of Defense – Office of the Deputy Under Secretary of Defense (Installations and Environment)

Emily D Durham (representing ODUSD (I&E))

Contracting Officer
U.S. Army Engineer and Support Center, Huntsville

**Gulf Coast CESU** 

F. National Aeronautics and Space Administration

Heidi Shaw Grant Officer Date

**Gulf Coast CESU** 

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G. Texas Agricultural Experiment Station, Texas A&M University System

07.08.02 Date

Dr. Charles J. Sciffes

Associate Vice Chancellor and Associate Dean

Agriculture and Life Sciences

H. Auburn University

Dr. C. Michael Moriarty
Associate Provost and Vice President for Research

I. Louisiana State University

JAMES L. BATES

DIRECTOR, OFFICE OF SPONSORED PROGRAMS -

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<u>6/27/02</u> Date

J. Mississippi State University

Dr. James Peterson, Director Sponsored Programs Administration

<u>7/1/0</u>z Date

K. Southern University and A&M College

Dr. Ralph Slaughter SU System VP

L. Texas A&M University, Corpus Christi

Dr. Harry Knull
Dean of Graduate Education and

Associate Vice President for Research and Scholarly Activity

M. Texas A&M University, Galveston

Dr. James McCloy

Associate Vice President

for Research & Academic Affairs

7/11/02

Date

N. Texas A&M University, Kingsville

Ms. Sandra Rexroat

Director and Authorized Institutional Representative

<u>6/28/300</u> Date

Office of Research and Sponsored Programs

**Gulf Coast CESU** Page 32 of 40

O. Troy State University

Dr. Jack Hawkins, Jr. Chancellor

**Gulf Coast CESU** 

P. University of Central Florida

Associate Director, Office of Research

Andrea Adkins Contract Manager Office of Research July 1, 2002

Date

Q. University of Florida

Dr. Thomas E. Walsh

Director of Division of Sponsored Research

- Brian Prindle
Assistant Director of Research

JULIE B. COLE, DIRECTOR IFAS SPONSORED PROGRAMS

R. University of Georgia Research Foundation, Inc.

Dr. Gordhan Patel

**Executive Vice President** 

**Gulf Coast CESU** 

S. University of Louisiana at Lafayette

Dr. Ray Authement
President

Page 37 of 40

T. University of Texas, Austin

Wayne Ruenstler, Director Office of Sponsored Projects JUL 0 9 2002

Date

U. Coastal Conservation Association

**EMEKKAKKAKAXXXXXXX** 

XEXECUTIVE DIFECTOR

David Cummins

President

V. The Nature Conservancy of Texas

James M. Sulentich

Director

07-11-2002

Date