

BLM # PAA027032
USGS-BRD # 02HQAG0113
NPS # H5000 02 0271
NRCS # 68-7482-2-39
DOD # W912DY-07-2-0030
NASA # NCC13-02009
SRS 07-JV-11330107-144
W912HZ-07-2-0028

**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
US Forest Service, Southern Research Station
Natural Resources Conservation Service**

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

**DEPARTMENT OF THE ARMY
US Army Corp of Engineers – Civil Works**

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

and

**Texas Agricultural Experiment Station (Host)
TEXAS A&M UNIVERSITY System**

**Auburn University
Louisiana State University**

**Mississippi State University
Texas A&M, Corpus Christi**

**Texas A&M, Galveston
Texas A&M, Kingsville
Troy University
University of Central Florida
University of Florida
University of Georgia Research
Foundation, Inc.
University of Louisiana at Lafayette
University of Texas, Austin
Texas Chapter of The Nature
Conservancy**

**Stephen F. Austin State University
University of New Orleans
The University of West Florida
Tarleton State University
Sul Ross State University
University of Arkansas at Monticello
University of Arkansas Division of
Agriculture
Houston Advanced Research Center
(HARC)
Southern University and A&M College**

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, the Department of Defense, National Aeronautic and Space Administration, and the US Army Corps of Engineers (hereinafter called Federal Agencies), US Forest Service – Southern Research Station, and Texas Agricultural Experiment Station, Texas A&M University System and its partner institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Gulf Coast Cooperative Ecosystem Studies Unit (CESU). This continuation of the Gulf Coast 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 Gulf Coast CESU is associated with a national network of CESUs.
- B. The objectives of the Gulf Coast 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 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-2(j), 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.
- 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 U.S. Department of Agriculture Forest Service, Southern Research Station (hereinafter called US 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 the National Agricultural Research and Teaching Policy Act of 1977 (Pub L. 95-113), as amended by the Food Security Act of 1985 (7 U.S.C. 3318 and 3319, Pub L. 99-198) the US FS, Southern Research Station is authorized to enter into a joint venture agreement to establish the Gulf Coast CESU to assist in providing research, technical assistance, and education.
- G. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, 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.

- H. 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 Sikes 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 Gulf Coast CESU to assist in providing research, technical assistance, and education.
- I. The US Army Corps of Engineers – Civil Works (hereinafter called the USACE-CECW) provides assistance in the development and management in the nation's water resources. The main missions of USACE-CECW, i.e., the Corps, are 1) to facilitate commercial navigation, 2) to protect citizens and their property from flood and storm damages, and 3) to protect and restore environmental resources. The Corps carries out most of its work in partnership with Tribal, state and local governments and other non federal entities. The Corps must rely upon using the best available science in the evaluation of water resources needs and in the development of recommendations for water resource management. In accordance with Title 10 U.S.C. 2358, Title 33 U.S.C. 2323a and 10 U.S.C. 3036(d), USACE-CW is authorized to enter into the cooperative agreement with the Gulf Coast CESU enabling the USACE-CW to receive direct scientific support from regional CESU members. The US Army Corps of Engineers-Civil Works (USACE-CECW) is included in the Gulf Coast CESU as a Federal Agency Partner under agreement number W912HZ-07-2-0028 for a cumulative amount not-to-exceed \$25,000,000.00.
- J. 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 Gulf Coast CESU to assist in providing research, technical assistance and education.
- K. Texas Agricultural Experiment Station, Texas A&M University System (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.

The partner institutions to the Host University include Auburn University, Louisiana State University, Mississippi State University, Texas A&M-Corpus Christi, Texas A&M-Galveston, Texas A&M-Kingsville, Troy University, University of Central Florida, University of Florida, University of Georgia Research Foundation, Inc., University of Louisiana at Lafayette, University of Texas-Austin, The Nature Conservancy of Texas, Stephen F. Austin State University, University of New Orleans, The University of West Florida, Tarleton State University, Sul Ross State University, University of Arkansas at Monticello, University of Arkansas Division of Agriculture, Houston Advanced Research Center (HARC) and Southern University and A&M College.

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 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 Gulf Coast 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 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 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, as appropriate;
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. Maintain a Gulf Coast 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 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 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. Maintain the Gulf Coast 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 Gulf Coast 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 s pecific 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 2, 2007. Parties will have until August 2, 2007 to sign this Agreement and thereby express their intent to continue participation in the Gulf Coast CESU; parties that do not sign this Agreement by August 2, 2007 will not be participants in the Gulf Coast 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 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.
 - 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

David Murphy
Bureau of Land Management
Eastern States Office
7450 Boston Boulevard
Springfield, VA 22153
Phone: 703-440-1535
Fax: 703-440-1551
dave_murphy@blm.gov

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

Carroll Cordes
U.S. Geological Survey-Biology Discipline
National Wetlands Research Center
700 Cajundome Blvd
Lafayette, LA 70506
337-266-8653; fax 337-266-8592
carroll_cordes@usgs.gov

3. National Park Service

John Yancy
Associate Regional Director
Natural Resources Stewardship & Science

National Park Service - Southeast Region
1924 Building - 100 Alabama St., SW
Atlanta, GA 30303
404-562-3279, ext. 662; fax 404-562-3263
John_Yancy@nps.gov

4. U.S. Forest Service

John Kelly
U. S. Forest Service
200 Weaver Blvd.
Asheville, NC 28804
828-257-4306; fax 828-257-4313
jkelly@fs.fed.us

5. Natural Resources Conservation Service

Sheryl H. Kunickis
National Agricultural Research Coordinator
USDA-NRCS
P.O. Box 2890, Room 6126
Washington, D.C. 20013-1600
Phone: (202) 720-8723
Fax: (202)720-0428
sheryl.kunickis@wdc.usda.gov

6. Department of Defense

Peter Boice
Conservation Team Leader
Department of Defense
1225 Jefferson Davis Hwy, Suite 1500
Arlington, VA 22202
703-604-0524; fax 703-607-4237
Peter.Boice.ctr@osd.mil

Pedro Morales (alternate)
Natural Resources Management Specialist
1225 Clark Street, Suite 1500
Arlington, VA 22202
703-604-1933; fax 703-607-3124
pedro.morales.ctr@osd.mil

7. Department of Army, Corps of Engineers

Dr. Alfred Cofrancesco
Technical Director, Civil Works, Environmental Engineering & Science
Department of Army
Engineering Research and Development Center
Corps of Engineers

Environmental Laboratory
Waterways Experiment Station, 3909 Halls Ferry Road
Vicksburg, MS 39180-6199
601-634-3182
al.f.cofrancesco@erdc.usace.army.mil

8. National Aeronautics & Space Admin.

Jenette Gordon
National Aeronautics & Space Admin
Stennis Space Center - RA00
AST-Environmental Mgmt, Bldg 1100
Stennis Space Center, MS 39529
228-688-1416
jenette.b.gordon@ssc.nasa.gov

B. The technical representative for the Host University is:

Dr. Bob Shaw
Institute of Renewable Natural Resources
2260 TAMU
Texas A&M University
College Station, TX 77843-2260
Phone: 979-845-0409
Fax: 979-845-0662
rbshaw@ag.tamu.edu

C. The technical representatives for the Partner Institutions are:

1. Auburn University

Dr. Dennis Block
Natural Resources Management & Development Institute
Auburn University
211 Samford Hall
Auburn, AL 36849-5190
Phone: 334-844-4132
Fax: 334-844-4462
blockdh@auburn.edu

2. Louisiana State University

Dr. Craig Colten
Department of Geography & Anthropology
227 Howe-Russell Geoscience Complex
Louisiana State University
Baton Rouge, LA 70803-4105
Phone: 225-578-6180
Fax: 225-578-4420

ccolten@lsu.edu

3. Mississippi State University

Dr. Bruce Leopold
PO Box 9690
Mississippi State University
109-A Thompson Hall
Mississippi State, MS 39762
Phone: 662-325-2615
Fax: 662-325-3621
bleopold@cfr.msstate.edu

Dr. Liam Leightley (Alternate)
College of Forest Resources
PO Box 9680
Mississippi State University
Mississippi State, MS 39762
662 325-4444; Fax: 662-325-3621
lleightley@cfr.msstate.edu

4. Texas A&M University, Corpus Christi

Dr. Elizabeth Smith, Research Scientist
Center for Coastal Studies
Natural Resources Center, NRC 3200
Texas A&M University, Corpus Christi
6300 Ocean Drive
Corpus Christi, TX 78412
Phone: 361-825-6069
Fax: 361-825-2770
Elizabeth.smith@amucc.edu

5. Texas A&M University, Galveston

Dr. Tammy Holliday
Assistant Vice President for Research and Graduate Studies
PO Box 1675
Texas A&M University, Galveston
Galveston, TX 77551
Phone: 409-740-4941
Fax: 409-740-4754
hollidat@tamug.tamu.edu

6. Texas A&M University, Kingsville

Dr. William Kuvlesky, Dean

Caesar Kleberg Wildlife Research Institute and College of Agriculture and Human Sciences
Campus Box 218
Texas A&M University Kingsville
Kingsville, TX 78363-8202
Phone: 361-593-2307
Fax: 361-593-3924
william.kuvlesky@tamuk.edu

7. Troy University
Dr. Michael Stewart
Department of Biology and Environmental Science
Troy University
Troy, AL 36082
Phone: 334-670-3932
Fax: 334-670-3662
mstewart@troy.edu

8. 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

9. University of Florida
Dr. Nancy Peterson
Center for Natural Resources
1051 McCarty Hall
University of Florida
PO Box 110230
Gainesville, FL 32611-0239
Phone: 352-392-7622
Fax: 352-846-2856
njp@ufl.edu

10. University of Georgia Research Foundation, Inc.
Dr. James M. 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@warnell.uga.edu

11. University of Louisiana at Lafayette

Dr. Carl Frantz
University of Louisiana at Lafayette
PO Box 43610
Lafayette, LA 70504
Phone: 337-482-5811
Fax: 337-482-5102
cdf@louisiana.edu

12. University of Texas, Austin

Dr. Eric James
Environmental Science Institute
1 University Station, C1100
University of Texas, Austin
Austin, Texas 78712-0254
Phone: 512-471-5567
Fax: 512-471-9425
lilej@mail.utexas.edu

Dr. Nelson Guda (alternate)
Environmental Science Institute
1 University Station, C1100
University of Texas, Austin
Austin, Texas 78712-
Phone: 512-471-4972
Fax: 512-471-9425
nelsong@mail.utexas.edu

13. Texas Chapter of the Nature Conservancy

Dr. Jim Bergan, Director of Science and Stewardship
The Nature Conservancy
PO Box 1440
San Antonio, TX 78295-1440
Phone: 210-224-8774, ext. 220
Fax: 210-228-9805
jbergan@tnc.org

14. Stephen F. Austin State University

Dr. R. Scott Beasley
Dean, Arthur Temple College of Forestry
Box 6109, SFA Station
East College at Raguet
Stephen F. Austin State University

Nacogdoches, TX 75962-6109
Phone: 936-468-3304
Fax: 936-468-2480
sbeasley@sfasu.edu

Dr. Kenneth Farrish
Division of Environmental Science
Box 13073, SFA Station
Stephen F. Austin State University
Nacogdoches, TX 75962-6109
Phone: 936-468-2475
Fax: 936-468-2489
kfarrish@sfasu.edu

15. University of New Orleans
Martin O'Connell, Director
Nekton Research Laboratory
Pontchartrain Institute for Environmental Sciences
University of New Orleans
New Orleans LA 70148
Office Phone: 504-280-4032
Fax: 504-280-7396
moconnel@uno.edu

16. The University of West Florida
Dr. Elizabeth Benchley
Director, Archeology Institute
The University of West Florida
11000 University Parkway
Pensacola, FL 32514-5751
Phone: 850-474-3015
Fax: 850-474-2764
ebenchle@uwf.edu

17. Tarleton State University
Ron Jones, Executive Director
TIAER
Box T0410, Tarleton Station
Stephenville, TX 76402
Phone: 254-968-9567
Fax: 254-968-9559
rjones@tiaer.tarleton.edu

18. Sul Ross State University
Louis Harveson, Chair and Associate Professor

Department of Natural Resource Management
PO Box C-16, Sul Ross State University
Alpine, TX 79832
Phone: 432-837-8488
Fax: 432-837-8822
harveson@sulross.edu

19. University of Arkansas at Monticello
Dr. Phil Tappe, Associate Director (is the tech. rep for Monticello & Division of Agriculture)
Arkansas Forest Resources Center
Associate Dean, School of Forest Resources
110 University Court
Monticello, AR 71656-3468
Phone: 870-460-1352
Fax: 870-460-1092
tappe@uamont.edu

20. Houston Advanced Research Center (HARC)
L. James Lester, Vice President
4800 Research Forest Drive
The Woodlands, TX 77381
Phone: 281-364-6041
Fax: 281-363-7914
jlester@harc.edu

21. Southern University and A&M College
Dr. Kamran Abdollahi, Chair
SU, Urban Forestry Program
PO box 10771
Baton Rouge, LA 70813
225-772-6291
kamrana664@cs.com

ARTICLE V – AWARD

- A. Award under this agreement is as specified in the incorporated proposal and budget.
- 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), 22 CFR Part 518.20-28 (Department of Defense), 10 U.S.C 2358, 33 U.S.C 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R (DEPARTMENT OF THE ARMY US Army Corps

of Engineers), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

- C. A 17.50% 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.

Tuition remission and indirect cost may not be reimbursed to State Cooperative Institutions by the US Forest Service.

- 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. Also in accordance with 22 CFR part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations.

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).

Also in accordance with 22 CFR part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations.

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 Gulf Coast 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 Gulf Coast CESU will be maintained and agreed to by all Gulf Coast CESU cooperators.
- 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.
- 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 Gulf Coast CESU.
- F. Also in accordance with 22 CFR part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations.

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).

Also in accordance with 22 CFR part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations.

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.

Also in accordance with 22 CFR part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations.

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, of 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 (excluding the US Forest Service as per the paragraph below), 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.

This provision is applicable to The US Forest Service acting by and through the Forest Service, USDA, does hereby recognize potential liability for payment of claims for injury or loss of property of personal injury or death caused by the Government, or any officer, agent or employee thereof, while acting within the scope of his/her office of employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. 28 U.S.C. §§1346 (b), 2672 et seq.

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. Reserved

ARTICLE XII. Reserved

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. US Forest Service, Southern Research Station
- E. Natural Resource Conservation Service

U.S. DEPARTMENT OF DEFENSE

- F. Office of the Deputy Under Secretary of Defense (Installations and Environment)
U.S. Army Engineer and Support Center, Huntsville (representing ODUSD)
- G. Department of the Army, Engineering Research and Development Center,
US Army Corps of Engineers

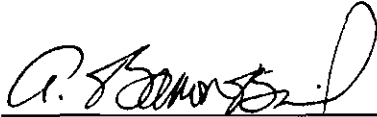
H. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

- I. Texas Agricultural Experiment Station, TEXAS A&M UNIVERSITY SYSTEM

J. Auburn University
K. Louisiana State University
L. Mississippi State University
M. Texas A&M University, Corpus Christi
N. Texas A&M University, Galveston
O. Texas A&M University, Kingsville
P. Troy University
Q. University of Central Florida
R. University of Florida
S. University of Georgia Research Foundation, Inc.
T. University of Louisiana at Lafayette
U. University of Texas, Austin
V. The Nature Conservancy of Texas
W. Stephen F. Austin University
X. University of New Orleans
Y. University of West Florida
Z. Tarleton State University
AA. Sul Ross State University
BB. University of Arkansas at Monticello
CC. University of Arkansas Division of Agriculture
DD. Houston Advanced Research Center
EE. Southern University and A&M College

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management – Eastern States




Alan Barron Bail
Acting State Director

7/19/07

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

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

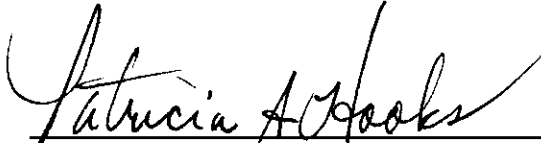


Sherri Ly Bredesen
Contracting Officer

07/19/07
Date

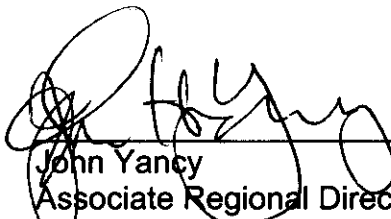
ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

C. National Park Service




Patricia A. Hooks
Regional Director
Southeast Region

6/22/07
Date



John Yancy
Associate Regional Director
Natural Resource Stewardship and Science
Southeast Region

June 19, 2007
Date



Cheryl N. Richardson
Contracting Officer
Southeast Region

June 19, 2007
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

D. U.S. Forest Service, Southern Research Station

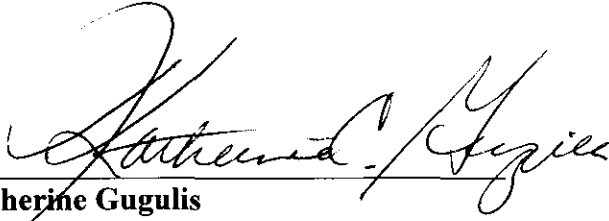


Bettie McGuire
Assistant Director for Administration

7 17 07
Date

ARTICLE XIII – AUTHORIZING SIGNATURES (cont.)

E. Natural Resources Conservation Service



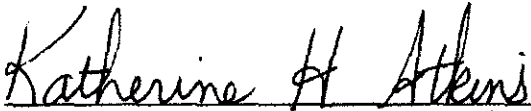
Katherine Gugulis
Deputy Chief for Management

7/27/07

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

F. Department of Defense -




Katherine Atkins (representing ODUSD (I&E))
Grants Officer
U.S. Army Engineer and Support Center, Huntsville


Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

G. Department of the Army, Engineering Research and Development Center, US Army
Corps of Engineers

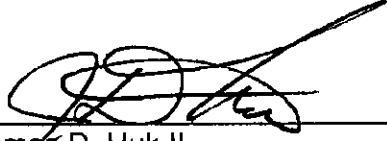


Laurie A. Bagby
Grants Officer

7/3/2007
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

H. National Aeronautics and Space Administration




James D. Huk II
Grant Officer

7/24/07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

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



Dr. Mark A. Hussey
Interim Director, Texas Agricultural Experiment Station

6/21/2007
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

J. Auburn University




Dr. Ralph M. Zee, Acting Provost and VP for Research



Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

K. Louisiana State University



~~Dr. James Bates~~
~~Director, Finance and Administration~~

7/8/07
Date

JAMES L. BATES
DIRECTOR, OFFICE OF SPONSORED PROGRAMS

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

L. Mississippi State University

Vance H. Watson

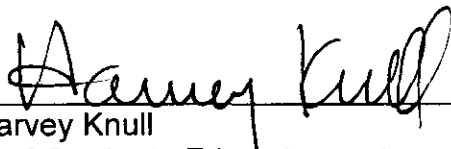
Dr. Vance H. Watson

Vice President for the Division of Agriculture, Forestry
and Veterinary Medicine

6-27-07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

M. Texas A&M University, Corpus Christi

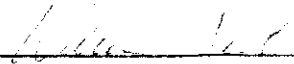


Dr. Harvey Knull
Dean of Graduate Education and
Associate Vice President for Research

May 17, 2007
Date

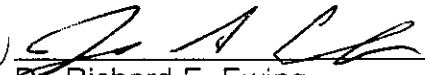
ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

N. Texas A&M University, Galveston



Dr. William Seitz
Associate Vice President for Research and Graduate Studies

6/22/07
Date

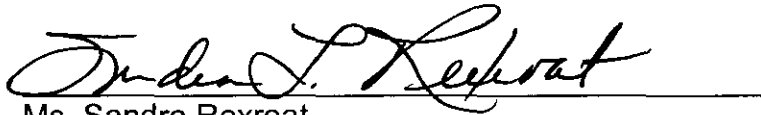
ew 

Dr. Richard E. Ewing
Vice President for Research, Texas A&M University

7/11/07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

O. Texas A&M University, Kingsville

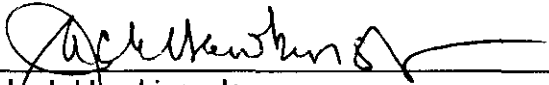
A handwritten signature in cursive script, reading "Sandra L. Rexroat", written over a horizontal line.

Ms. Sandra Rexroat
Director and Authorized Institutional Representative
Office of Research and Sponsored Programs

6/21/07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

P. Troy University



Dr. Jack Hawkins, Jr.
Chancellor

13 July 07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

Q. University of Central Florida



Andrea Miller, Contract Manager
Office of Research

6/26/07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

R. University of Florida




7/2/07

~~Dr. Thomas Walsh~~ **Brian Prindle**
~~Director~~ **Associate Director of Research**
Division of Sponsored Research

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

S. University of Georgia Research Foundation, Inc.



Mary Ann Deom
Associate Director

7/3/07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

T. University of Louisiana at Lafayette

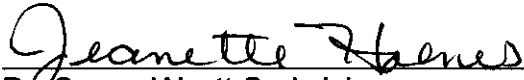


Dr. Ray Authement
President

6/26/07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

U. University of Texas, Austin

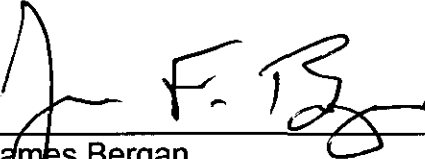


for Dr. Susan Wyatt Sedwick
Associate VP for Research and
Director of Sponsored Projects

7/11/2007
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

V. The Nature Conservancy, through its Texas Chapter



James Bergan
Director, Science and Stewardship

7/13/07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

W. Stephen F. Austin State University



Baker Pattillo

6-25-12
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

X. University of New Orleans

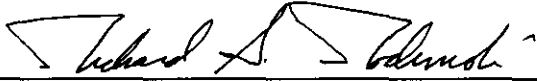
**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AGRICULTURAL AND MECHANICAL
COLLEGE ACTING FOR THE
UNIVERSITY OF NEW ORLEANS**

By: 
TIMOTHY P. RYAN, CHANCELLOR

7/25/07
DATE

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

Y. The University of West Florida

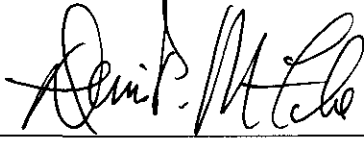


Dr. Richard Podemski
Associate Vice President for Research

6/26/07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

Z. Tarleton State University



Dr. Dennis McCabe, President

6/28/07

Date



ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

AA. Sul Ross State University




Dr. R. Vic Morgan
President

7/12/07
Date

for
Dr. David Cockrum
Provost and VP for Academic and Student Affairs

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

BB. University of Arkansas at Monticello

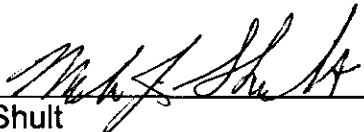


Dr. H. Jack Lassiter, Chancellor

6-25-07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

CC. University of Arkansas Division of Agriculture

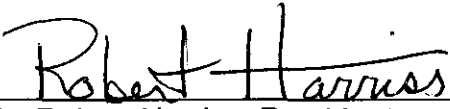


Dr. Milo Shult
Vice President for Agriculture

6/24/07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

DD. Houston Advanced Research Center

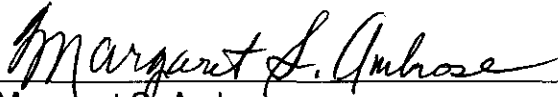


Dr. Robert Harriss, President

6/21/07
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

EE. Southern University and A&M College



Margaret S. Ambrose
Interim Chancellor



Date