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USFWS# 122009J023  
USGS # G09AC00247  
NPS # H8080090008  
USDA FS # 09-JV-11272150-000  
NRCS # A-3A75-9-91  
DOD ODUSD (I&E) # W912DY-09-2-0047

## **HAWAII – PACIFIC ISLANDS COOPERATIVE ECOSYSTEM STUDIES UNIT**

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

between

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

**DEPARTMENT OF AGRICULTURE  
USDA Forest Service  
Natural Resources Conservation Service**

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

and

**UNIVERSITY OF HAWAII (HOST)  
(UH-Manoa, UH-Hilo, UH-West Oahu, Hawaii Community College,  
Honolulu Community College, Kapiolani Community College,  
Kauai Community College, Leeward Community College,  
Maui Community College, Windward Community College)  
University of California - Berkeley  
University of Guam  
American Samoa Community College  
Bishop Museum  
National Tropical Botanical Garden  
The Nature Conservancy  
Pacific International Center for High Technology Research  
University of Redlands**

## **ARTICLE I. BACKGROUND AND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, USDA Forest Service, Natural Resources Conservation Service, and the Office of the Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called Federal Agencies), and the University of Hawaii and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Hawaii – Pacific Islands Cooperative Ecosystem Studies Unit (CESU). This continuation of the Hawaii – Pacific Islands 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 Hawaii – Pacific Islands CESU is associated with a national network of CESUs.
- B. The objectives of the Hawaii – Pacific Islands 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 resource 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 USC 1701 et seq.). In accordance with 43 USC 1737(b), the BLM is authorized to enter into a cooperative agreement to continue the Hawaii – Pacific Islands CESU to assist in providing research, technical assistance and education.
- D. The U.S. Fish and Wildlife Service (hereinafter call USFWS) working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through Federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, and inland sport fisheries. In accordance with 16 USC 742f, the USFWS

is authorized to enter into this cooperative agreement to establish the Hawaii-Pacific Islands 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 31 USC 6302 et seq., 16 USC 1a-2j, 16 USC 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into a cooperative agreement to continue the Hawaii – Pacific Islands 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 USC 1 et seq.). In accordance with 16 USC 1a-2j and 16 USC 5933, the NPS is authorized to enter into a cooperative agreement to continue the Hawaii – Pacific Islands 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 USC 1641-1646). In accordance with 7 USC 3318 (b) the USFS is authorized to enter into a joint venture agreement to continue the Hawaii – Pacific Islands CESU to assist in providing research, technical assistance and education.
- H. 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 USC 6962a, NRCS is authorized to enter into this cooperative agreement continuing the Hawaii – Pacific Islands CESU to assist in providing research, technical assistance and education.
- I. The Department of Defense (hereinafter called DoD) manages nearly 30 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 USC 670c-1, 10 USC

2358, 10 USC 2694, 10 USC 2684, and P.L. 103-139 (FY 94 NDAA, page 107 Stat. 1422) DoD is authorized to enter into this cooperative agreement continuing the Hawaii – Pacific Islands CESU to assist in providing research, technical assistance and education under agreement number # W912DY-09-2-0047. The U.S. Army Corps of Engineers through the Office of the Deputy Under Secretary of Defense (Installations and Environment) may only use this agreement for cooperative projects that are for the benefit of the Military Services and their installations and within the objectives of the CESU. The U.S. Army Corps of Engineers is not authorized to use this agreement for Civil Works projects.

- J. The University of Hawaii (hereinafter called Host University) participates in the Hawaii-Pacific Islands CESU through its ten campuses (UH-Manoa, UH-Hilo, UH-West Oahu, Hawaii Community College, Honolulu Community College, Kapiolani Community College, Kauai Community College, Leeward Community College, Maui Community College, and Windward Community College). The University of Hawaii, Manoa is the administrative lead for the Host University. Functioning as a system, the purposes of the University of Hawaii are to: 1) provide all qualified people in Hawaii with equal opportunity for high quality college and university education and training; 2) provide a variety of entry points into a comprehensive set of postsecondary educational offerings, allowing flexibility for students to move within the system to meet individual educational and professional goals; and 3) advance missions that promote distinctive pathways to excellence, differentially emphasizing instruction, research, and service while fostering a cohesive response to state needs and participation in the global community.
- K. The partner institutions to the Host University include the University of California - Berkeley, University of Guam, American Samoa Community College, the Bishop Museum, the National Tropical Botanical Garden, The Nature Conservancy, the Pacific International Center for High Technology Research, and the University of Redlands (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 Hawaii – Pacific Islands CESU objectives and 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 Hawaii – Pacific Islands 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 polices 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 Hawaii – Pacific Islands CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Hawaii – Pacific Islands CESU objectives;
3. Allow and encourage its faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Hawaii – Pacific Islands CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;

5. Provide access for Hawaii – Pacific Islands CESU Federal Agency 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 Hawaii – Pacific Islands CESU Federal Agency staff 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 Hawaii – Pacific Islands CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Hawaii – Pacific Islands 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 Hawaii – Pacific Islands 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 Hawaii – Pacific Islands 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 Hawaii – Pacific Islands CESU.

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

1. Maintain the Hawaii – Pacific Islands CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a current Hawaii – Pacific Islands CESU role and mission statement;
3. Operate under a current multi-year strategic plan;

4. Issue individual funding documents under this Agreement, in accordance with each Federal Agency's respective procedures, that 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 the related federal agency regulations, as applicable, specifically 43 C.F.R. Part 12 (Department of the Interior), and 7 C.F.R. Parts 3015-3052 (Department of Agriculture), 22 C.F.R. Part 518 (Department of Defense), 32 C.F.R. Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense). and these documents are incorporated into this Agreement by reference.

### **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 01 July 2009. Parties will have until 01 July 2009 to sign this Agreement and thereby express their intent to continue participation in the Hawaii – Pacific Islands CESU; parties that do not sign this Agreement by 01 July 2009 will not be participants in the Hawaii – Pacific Islands CESU.
- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Hawaii – Pacific Islands 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.

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

Amy Fesnock  
Threatened and Endangered Species Lead  
California State Office  
USDI, Bureau of Land Management  
2800 Cottage, Room W-1834  
Sacramento, CA 95825  
Phone: (916) 978-4646  
Fax: (916) 978-4657  
Amy\_Fesnock@blm.gov

2. U.S. Fish and Wildlife Service

Gina M. Shultz  
Deputy Field Supervisor  
Pacific Islands Office  
300 Ala Moana Blvd., Room 3-122



Honolulu, HI 96850  
Phone: (808) 792-9400  
Fax: (808) 792-9581  
Gina\_Shultz@fws.gov

3. U.S. Geological Survey

Loyal Mehrhoff  
Center Director  
Pacific Island Ecosystems Research Center  
U.S. Geological Survey  
677 Ala Moana Blvd, Room 615  
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Fax: (808) 587-7451  
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4. National Park Service

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Ecologist  
National Park Service  
Pacific West Regional Office-Honolulu  
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Darcy\_Hu@nps.gov

5. USDA Forest Service

Dr. J. Boone Kauffman  
Institute Director and Research Ecologist  
Institute of Pacific Islands Forestry  
US Forest Service, PSW Research Station  
60 Nowelo Street  
Hilo, Hawaii 96720  
Phone: (808) 933-8121 Ext 101  
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boonekauffman@fs.fed.us

6. Natural Resources Conservation Service

Lillian V. Woods  
National Technology Support Coordinator  
Science and Technology Deputy Area

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PO Box 2890  
Room 6227-S  
Washington, DC 20013  
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7. Department of Defense, Office of the Deputy Under Secretary of Defense (Installations and Environment)

Dr. Diane Drigot  
Senior Natural Resource Management Specialist  
c/o Commanding Officer  
Box 63062 (ENVIRONMENTAL)  
MCBH Kaneohe Bay, HI 96863-3062  
Phone: (808) 257-3694  
Fax: (808) 257-2794  
diane.drigot@usmc.mil

B. The technical representative for the Host University, University of Hawaii, is:

David Cameron Duffy  
Professor of Botany and Unit Leader  
University of Hawaii-Manoa  
3190 Maile Way, St. John 410  
Honolulu, HI 96822  
Phone: (808) 956-8218  
Fax: (808) 956-4710  
dduffy@hawaii.edu

C. The technical representatives for the Partner Institutions are:

1. University of California - Berkeley

Rosemary Gillespie  
Director, Essig Museum of Entomology  
Professor, Insect Biology  
University of California  
Berkeley, CA 94720-3112  
Phone: (510) 642-3445  
Fax: (510) 642-7428  
gillespi@nature.berkeley.edu

2. University of Guam

Barry D. Smith  
Director, Marine Laboratory  
University of Guam  
UOG Station  
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3. American Samoa Community College

Don Vargo  
American Samoa Community College  
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donvargo@rocketmail.com

4. Bishop Museum

Allen Allison  
Vice President for Science  
Bishop Museum  
1525 Bernice Street  
Honolulu, HI 96817  
Phone: (808) 848-4145  
Fax: (808) 847-8252  
allison@bishopmuseum.org

5. National Tropical Botanical Garden

Dr. David Burney  
Director of Conservation  
National Tropical Botanical Garden  
3530 Papalina Road  
Kalaheo, HI 96741  
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Fax: (808) 332-9765  
dburney@ntbg.org

6. The Nature Conservancy

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Director of External Affairs  
The Nature Conservancy of Hawai'i  
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Honolulu, HI 96817  
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7. Pacific International Center for High Technology Research

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Chief Financial Officer and Contracts Officer  
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8. University of Redlands

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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 shall 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, as appropriate, and the related federal agency regulations, as applicable, specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works).

- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications.
1. One exception is that the USDA FS cannot reimburse “state cooperative institutions” for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USDA FS cost-sharing requirements of 20% of total project costs.
  2. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 705 of P.L. 111-8.
  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.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

## **ARTICLE VI. PRIOR APPROVAL**

Prior approvals are in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works).

## **ARTICLE VII. REPORTS AND/OR DELIVERABLES**

- A. OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture) , 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works) establish uniform reporting procedures for financial and technical reporting.

- B. As appropriate, the Host University will convene periodic meetings of Hawaii – Pacific Islands 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 this Agreement.
- C. A current role and mission statement for the Hawaii – Pacific Islands CESU will be agreed to and maintained by all Hawaii – Pacific Islands CESU cooperators. Copies of the role and mission statement will be available to all parties to this Agreement.
- D. Annual work plans will be developed to guide the specific activities of the Hawaii – Pacific Islands CESU and will:
  - 1. Describe the Hawaii – Pacific Islands CESU 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 Hawaii – Pacific Islands CESU during the year.Copies of the annual work plan will be available to all parties to this Agreement.
- E. A current multi-year strategic plan will be maintained to generally guide the Hawaii – Pacific Islands CESU. Copies of the strategic plan will be available to all parties to this Agreement.

## **ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION**

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works).

## **ARTICLE IX. TERMINATION**

Termination of this Agreement is in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works). 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 USC § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC § 6101 et seq.); and with all other applicable 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 USC 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, or 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 USC 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 (excluding the US Forest Service), 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.

This provision is applicable to the USDA 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 USC §§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 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.

## 7. TRAFFICKING IN PERSONS:

(a) Provisions applicable to a recipient that is a private entity.

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --

- i. Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—
  - a. Associated with performance under this award; or
  - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

(b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or

- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

(c) Provisions applicable to any recipient.

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(d) Definitions. For purposes of this award term:

- (1) “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- ii. Includes:
  - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
  - b. A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

**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**

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**

The following documents are attached:

ATTACHMENT 1 – Request for Advance or Reimbursement, SF 270

ATTACHMENT 2 – Federal Financial Report, SF 425

ATTACHMENT 3 – ACH Payment, SF3881

ATTACHMENT 4 – Example Modification Template

## **ARTICLE XIII. AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

### **DEPARTMENT OF THE INTERIOR**

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

### **DEPARTMENT OF AGRICULTURE**

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

### **DEPARTMENT OF DEFENSE**

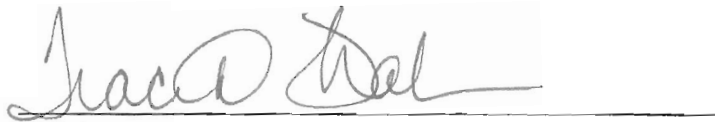
- G. Office of the Deputy Under Secretary of Defense (Installations and Environment)

### **H. UNIVERSITY OF HAWAII**

- I. University of California - Berkeley
- J. University of Guam
- K. American Samoa Community College
- L. Bishop Museum
- M. National Tropical Botanical Garden
- N. The Nature Conservancy
- O. Pacific International Center for High Technology Research
- P. University of Redlands

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

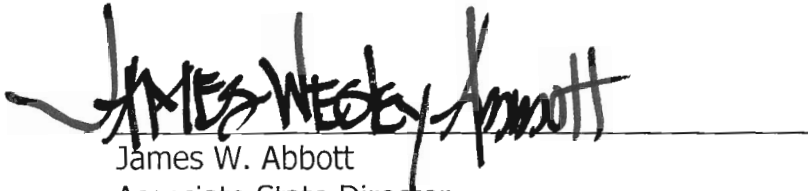
A. Bureau of Land Management



Traci D. Thaler  
Grants and Agreements Specialist

6/5/2009

Date



James W. Abbott  
Associate State Director

6/9/09

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

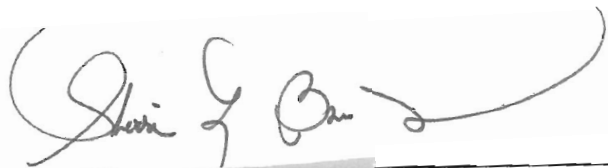
B. U.S. Fish and Wildlife Service

Patrick Sousa  
[Print Name]: PATRICK SOUSA  
[Print Title]: Acting Field Supervisor

6/3/09  
Date

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

C. U.S. Geological Survey


Handwritten signature of Sherri Ly Bredesen in black ink, written over a light gray rectangular background.

Sherri Ly Bredesen  
Contracting Officer

06/02/09  
Date

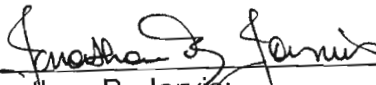
**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

D. National Park Service

\_\_\_\_\_

Jamie V. Sherrill:  
Contracting Officer

6/22/09  
Date

\_\_\_\_\_

Jonathan B. Jarvis:  
Regional Director, Pacific West Region

6/23/09  
Date



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

E. USDA Forest Service



**DEANNA J. STODER, Station Director  
USDA Forest Service  
Pacific Southwest Research Station**

*July 09*  
Date

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

F. Natural Resources Conservation Service

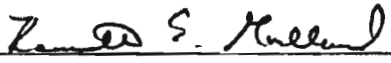
Elvis D. Speight  
[Print Name]:  
[Print Title]:

6/30/09  
Date

Elvis D. Speight  
Acting Deputy Chief for Management

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

G. U.S. Department of Defense – Office of the Deputy Under Secretary of Defense  
(Installations and Environment)

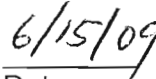
  
\_\_\_\_\_  
KENNETH E. GODDARD  
GRANTS OFFICER  
US Army Engineering & Support Ctr - Huntsville

7/1/09  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. University of Hawaii (system-wide authorization)

  
\_\_\_\_\_  
[Print Name]:  
[Print Title]: **YAA-YIN FONG**  
**Director - Office of Research Services**

  
\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. University of California-Berkeley

*Patricia A. Gates*

7/11/09  
Date

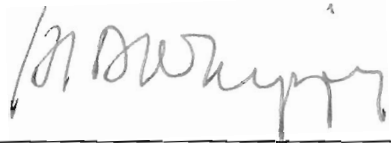
[Print Name]:

[Print Title]:

PATRICIA A. GATES  
ASSOCIATE DIRECTOR  
SPONSORED PROJECTS OFFICE

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

J. University of Guam



[Print Name]: DR. ROBERT A. UNDERWOOD

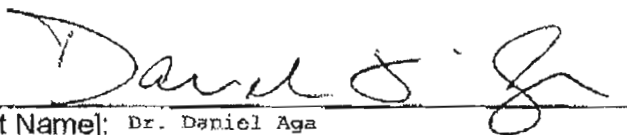
[Print Title]: President, UOG

JUL 01 2009

Date

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

K. American Samoa Community College



[Print Name]: Dr. Daniel Aga  
[Print Title]: CNR Dean & Director

06/26/2009  
Date

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

L. Bishop Museum



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[Print Name]: Allen Allison  
[Print Title]: Vice President, Science

30 June 2009

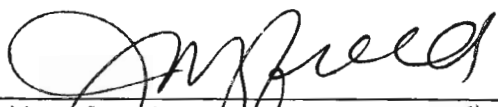
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Date



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

M. National Tropical Botanical Garden

  
\_\_\_\_\_  
[Print Name]: *Jane L. Mayfield*  
[Print Title]: *NTBG COO and CFO*

*June 25, 2009*  
\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. The Nature Conservancy



June 30, 2009

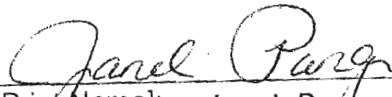
Date

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[Print Name]: Mark R. Fox  
[Print Title]: Director of External Affairs

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. Pacific International Center for High Technology Research

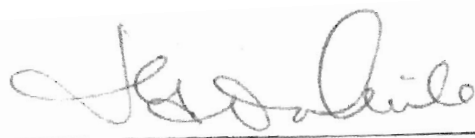


[Print Name]: Janel Pang  
[Print Title]: Chief Financial Officer & Contracts Officer

6.30.09  
Date

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

P. University of Redlands



[Print Name]: Phillip L. Doolittle  
[Print Title]: Executive Vice President

6/2/09  
Date