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NOAA # no number issued

**HAWAII-PACIFIC ISLANDS
COOPERATIVE ECOSYSTEM STUDIES UNIT**

COOPERATIVE and JOINT VENTURE AGREEMENT

between

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

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

**U.S. DEPARTMENT OF DEFENSE
Office of the Deputy Under Secretary of Defense
(Installations and Environment)
U.S. Army Corps of Engineers – Civil Works**

**U.S. DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration**

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 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
Island Conservation**

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between Bureau of Land Management, Bureau of Ocean Energy Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, U.S. Forest Service, Natural Resources Conservation Service, Office of the Deputy Under Secretary of Defense (Installations and Environment), U.S. Army Corps of Engineers – Civil Works, and National Oceanic and Atmospheric Administration (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 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 BLM 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 contracts and cooperative agreements involving the management, protection, development, and sale of public lands; and is thereby authorized to enter into this cooperative agreement to continue the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.

- D. The Bureau of Ocean Energy Management (hereinafter called BOEM) oversees the exploration and development of oil, natural gas and other minerals and renewable energy alternatives on the Nation's outer continental shelf. BOEM continues to look for better ways to serve the American people and to ensure that the Nation receives the best value for its resources now and into the future. The program not only supports decisions made within the Department of the Interior, but also provides other Federal regulators, and the coastal states, and local governments with the information necessary to ensure that all stages of offshore energy and mineral activities are conducted in a manner to protect both the human and natural environments. Outer Continental Shelf Lands Act (OCSLA) (43 U.S.C. §§ 1331-1356) Section 1346 mandates the conduct of environmental and socioeconomic studies needed for the assessment and management of environmental impacts on the human, marine, and coastal environments which may be affected by oil and gas, renewable energy or mineral development. OCSLA Section 1345 authorizes the use of cooperative agreements with affected States to meet the requirements of OCSLA, including sharing of information, joint utilization of available expertise, formation of joint monitoring arrangements to carry out applicable Federal and State laws, regulations, and stipulations relevant to outer continental shelf operations both onshore and offshore. BOEM can enter into cooperative agreements with State offices, and public colleges and universities within the affected states; and is thereby authorized to enter into this cooperative agreement to continue the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.
- E. The U.S. Fish and Wildlife Service (hereinafter called USFWS), working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, inland sport fisheries, and the National Wildlife Refuge System. In accordance with 16 U.S.C. § 661, 16 U.S.C. § 742(f), and 16 U.S.C. § 753(a), the USFWS is authorized to cooperate with other agencies to assist in providing research, technical assistance, and education; and is thereby authorized to enter into this cooperative agreement to continue the Hawaii-Pacific Islands CESU.
- F. 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. USGS has authority to enter into this Agreement pursuant to Pub. L. 99-591, that bestows permanent authority on the USGS to “prosecute projects in cooperation with other agencies, Federal, state, and private” (43 U.S.C. § 36(c)), the USGS Organic Act of March 3, 1879, as amended (43 U.S.C. § 31 et seq.), 16 U.S.C. § 1(a)(2)(j), 16 U.S.C. § 1(g), 16 U.S.C. § 5933, and 16 U.S.C. § 753a to continue the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance, and education.

G. The National Park Service (NPS) manages areas of the National Park System “to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations” (16 U.S.C. § 1 et seq.). In support of this broad mission, the Secretary of the Interior is authorized and directed to assure that management of units of the National Park System is enhanced by the availability and utilization of a broad program of the highest quality science and information (16 U.S.C. § 5932), and to enter into cooperative agreements with colleges and universities, including but not limited to land grant schools, in partnership with other Federal and State agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the resources of the National Park System, or the larger region of which parks are a part (16 U.S.C. § 5933). The NPS is authorized to enter into cooperative agreements with public or private educational institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training activities concerning the resources of the National Park System (16 U.S.C. § 1a-2(j)); with State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs (16 U.S.C. § 1g); with State, local, or tribal governments, other Federal agencies, other public entities, educational institutions, private nonprofit organizations, or participating private landowners for the purpose of protecting natural resources of units of the National Park System through collaborative efforts on land inside and outside of National Park System units (16 U.S.C. § 1j); and with any State or local government, public or private agency, organization, institution, corporation, individual, or other entity for the purpose of sharing costs or services in carrying out authorized functions and responsibilities of the Secretary of the Interior with respect to any unit or program of the National Park System (per 16 U.S.C. § 1c(a)), any affiliated area, or any designated National Scenic or Historic Trail (16 U.S.C. § 1f). NPS is also authorized to provide conservation, recreation, and disaster assistance to partners to help them achieve goals of mutual interest (16 U.S.C. § 460l(1), 16 U.S.C. § 1723(c)). In accordance with the aforementioned authorities, the NPS is authorized to enter into this Agreement to continue the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.

H. The U.S. Department of Agriculture Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use

management concept to meet the diverse needs of the people (16 U.S.C. § 1641-1646). In accordance with 7 U.S.C. § 3318 (b) the USFS is authorized to enter into this joint venture agreement to continue the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance, and education.

- I. The Natural Resources Conservation Service (hereinafter called NRCS) improves the health of our Nation's natural resources while sustaining and enhancing the productivity of American agriculture (16 U.S.C. §§ 590(a)-(f)). We achieve this by providing voluntary assistance through strong partnerships with private landowners, managers, and communities to protect, restore, and enhance the lands and waters upon which people and the environment depend. NRCS scientists and technical specialists identify appropriate technologies in research, development, and transfer them to field staff for recommending the technologies to America's farmers and ranchers. Under Section 714 of Pub. L. 106-387, 7 U.S.C. § 6962(a), NRCS is authorized to enter into this cooperative agreement to continue the Hawaii-Pacific Islands CESU to assist in providing research, studies, technical assistance, and educational services consistent with the mission of the NRCS and the CESU Network.
- J. The U.S. Department of Defense Office of the Deputy Under Secretary of Defense (Installations and Environment) (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 U.S.C. § 670(c)(1), 10 U.S.C. § 2358, 10 U.S.C. § 2694, 10 U.S.C. § 2684, and Pub. L. 103-139 (FY 94 NDAA, page 107 Stat. 1422), DOD is authorized to enter into cooperative agreements with States, nonprofit organizations, academic institutions, and other partners to support research, technical assistance, and educational services consistent with the mission of the DOD and the CESU Network. In accordance with the aforementioned authorities, the DOD is authorized to enter into this agreement to continue the Hawaii-Pacific Islands CESU.
- K. The U.S. Army Corps of Engineers' Civil Works Program (hereinafter called USACE) provides assistance in the development and management of the nation's water resources. The main missions of USACE, 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 nonfederal 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 resources management. The university and scientific

institutions that comprise the CESU Network have knowledge and expertise of the latest scientific advances that will assist the Corps in reaching sound, scientifically based decisions. In addition, by participating in the CESU, scientists within the Corps will have access to university resources within the CESU Network and be able to interact with colleagues in various scientific disciplines, and thereby further their own professional development. Corps field offices may avail themselves of support from the regional CESUs by collaborating with the Engineer Research and Development Center, who has the authority to enter into cooperative agreements with such CESUs, thus enabling these Corps offices to receive scientific support from regional CESU members. USACE is authorized to cooperate with other agencies in accordance with Title 33 U.S.C. § 2323(a) and 10 U.S.C. § 3036(d). Additionally, USACE may enter into transactions under the authority of 10 U.S.C. § 2371 in carrying out basic, applied, and advanced research projects. In accordance with 10 U.S.C. § 2358, USACE is authorized to enter into this cooperative agreement continuing the Hawaii-Pacific Islands CESU, under agreement number W912HZ-10-2-0007 for a cumulative amount not-to-exceed \$25,000,000.00.

- L. The mission of the National Oceanic and Atmospheric Administration (NOAA) is to understand and predict changes in the Earth's environment and conserve and manage coastal and marine resources to meet our Nation's economic, social, and environmental needs. NOAA's authorities to participate in and conduct activities through the Cooperative Ecosystem Studies Units Network include a number of statutes. Under the Coast and Geodetic Survey Act, 33 U.S.C. § 883a et seq., NOAA has the authority to conduct investigations and research in geophysical sciences (including geodesy, oceanography, seismology, and geomagnetism), and to enter into cooperative agreements for those purposes. Under the National Climate Program Act, 15 U.S.C. § 2901 et seq., NOAA is authorized to lead a program to research climate processes and their impacts, and develop tools and disseminate climate information, and to enter into agreements for climate-related activities. The Integrated Coastal and Ocean Observation System Act, 33 U.S.C. § 3601 et seq. authorizes NOAA to establish a national integrated system of ocean, coastal, and Great Lakes observing systems, including data management and dissemination, and to make grants and execute agreements to carry out interagency activities under the Act. The Fish and Wildlife Coordination Act, 16 U.S.C. § 661 et seq. allows NOAA to make surveys and investigations of the wildlife of the public domain, and to assist and cooperate with public or private agencies and organizations for purposes of the Act, including conservation of wildlife and wildlife habitat. Finally, the National Marine Sanctuaries Act, 16 U.S.C. § 1431 et seq. authorizes NOAA to designate and protect areas of the marine environment with special national significance, and to enter into agreements with agencies and other persons to carry out the purposes of the Act, including support and coordination of scientific research and long-term monitoring of marine sanctuaries.
- M. 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 College, and Windward Community College). The University of Hawaii Hilo 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.

- N. The partner institutions to the Host University include 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, and Island Conservation (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 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 Manager's Committee;
 7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
 8. Ensure its employees follow the Code of Ethics for Government Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 C.F.R. Part 2635);
 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 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 Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the 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 Hawaii-Pacific Islands CESU role and mission statement;
 3. Operate under a multi-year strategic plan;
 4. Issue individual funding documents, in accordance with each agency's procedures, to this Agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
 - (a) the proposed work;
 - (b) the project contribution to the objectives of the CESU;
 - (c) the methodology of the project;
 - (d) the substantial involvement of each party;
 - (e) the project budget and schedule;
 - (f) the specific project outputs or products.

Note: For BLM, FWS, USFS, and other agencies as appropriate, this Agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate task agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Specifically, this Agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

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. Engage in collaborative activities consistent with federal scientific and scholarly integrity directives and policies (e.g., Presidential and OSTP Scientific Integrity Memoranda; DOD Instruction 3200.20; DOI 305 DM 3; USDA DR 1074-001), NOAA AO 202-735D, as appropriate;
7. Follow OMB Circulars: A-21, "Cost Principles for Educational Institutions," as codified at 2 CFR 220; A-87, "Cost Principles for State, Local, and Indian Tribal Governments;" as codified at 2 CFR Part 225; A-102, "Grants and Cooperative Agreements with State and Local Governments;" 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations;" A-122, "Cost Principles for Non-Profit Organizations;" as codified at 2 CFR Part 230; A-133, "Audits of States, Local Governments and Non-Profit Organizations;" 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), 32 CFR 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 1 July 2014. Parties will have until 1 July 2014 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 1 July 2014 will not be participants in the Hawaii-Pacific Islands CESU; such parties will remain in “inactive” status and ineligible to process projects under this Agreement until their official signature page has been received.
- 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 Hawaii-Pacific Islands CESU.
- C. Amendments to this Agreement shall be made according to the following provisions:
 - 1. 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.2. (below).
 - 2. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.
- D. For the purposes of this Agreement, modifications or task agreements are specific two-party Agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.

- E. A separate Interagency Agreement is required to facilitate transfer of funds from one federal agency to another federal agency.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

ARTICLE IV. KEY OFFICIALS

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

1. Bureau of Land Management

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2. Bureau of Ocean Energy Management

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4. U.S. Geological Survey

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6. U.S. Forest Service

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7. Natural Resources Conservation Service

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9. U.S. Army Corps of Engineers-Civil Works

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7. Pacific International Center for High Technology Research

Janel Pang
Chief Financial Officer & Contracts Officer
PICHTR
1440 Kapiolani Blvd., Suite 1225
Honolulu, HI 96814
Phone: (808) 943-3762
Fax: (808) 943-9582
janel.pang@pichtr.org

8. University of Redlands

Steven D. Moore
Director of Spatial Studies
University of Redlands
1200 E. Colton Avenue
Redlands, CA 92373
Phone: (909) 748-8687
Fax: (909) 335-4068
steven_moore@redlands.edu

9. Island Conservation

Alex Wegmann

Program Manager
Island Conservation – Hawaii-US Pacific and Micronesia Program Office
Pacific Reefs National Wildlife Refuge Complex
300 Ala Moana Boulevard, Room 5-231
Honolulu, HI 96850
Phone: (831) 359-4787 Ext. 114
alex.wegmann@islandconservation.org

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 2 CFR Part 215 and OMB Circular A-21, 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 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. 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 or task agreements, with exceptions listed in Article V. paragraphs C.1., C.2., and C.3. (below).
1. One exception is that the USFS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 U.S.C. § 3103(18) and 7 U.S.C. § 3319. Indirect costs may be used to satisfy USFS cost sharing requirements of at least a minimum of 20% of total project costs. It is recommended that cost-sharing is greater than 20% in accordance with the Forest Service Handbook FSH1509.11, Chapter 70.
 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 708 of Pub. L. 107-76.
 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 2 CFR Part 215 and OMB Circular 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 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. Reports in accordance with 2 CFR Part 215 and OMB Circular 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 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. 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 the 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 the 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'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 Hawaii-Pacific Islands 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 Hawaii-Pacific Islands CESU. Copies of the strategic plan will be available to all parties to the Agreement.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with 2 CFR Part 215 and OMB Circular 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 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

ARTICLE IX. TERMINATION

Termination of this Agreement is in accordance with 2 CFR Part 215 and OMB Circular 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 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. 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 applicable 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 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 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 U.S.C. § 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, 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 U.S.C. § 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. **LIABILITY PROVISION:**

a) **Governmental Parties**

(1) The Federal Agencies (excluding the U.S. 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.

(2) 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 (1), (2), and (3) for non-governmental parties stated below.

(3) This provision is applicable to the U.S. 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.).

b) Non-governmental Parties: Work provided by non-governmental entities or persons, will require that entity or person to:

(1) 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

(2) 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

(3) 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.

(4) 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:** This Agreement and its subsequent modifications and task agreements are subject to requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104); now located at 2 CFR Part 175: 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 U.S.C. § 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” 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. Includes:

- i. 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).

ii. 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 U.S.C. § 7102).

8. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING (Included pursuant to Department of the Interior Guidance Release – DIG-2010-04):

Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (<http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or-rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government. The Government reserves the right to cancel this announcement and/or the solicitation. This announcement does not constitute solicitation.

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:

- A. SF-LLL, Disclosure of Lobbying Activities or Grants.gov Lobbying Form certification, identified in the agencies Funding Opportunity Announcement.
- B. Specific project award documents will incorporate the required Standard Forms for Application for Financial Assistance:
 1. SF-424 – Application for Financial Assistance
 2. SF-424a – Budget for Non-Construction
 3. SF-424b – Assurances for Non-Construction
 4. SF-424c – Budget for Construction
 5. SF-424d – Assurances for Construction

ARTICLE XII. ATTACHMENTS

- A. The following documents are attached for use per agency requirements, as appropriate:

ATTACHMENT 1 – Request for Advance or Reimbursement, SF-270
ATTACHMENT 2 – Federal Financial Report, SF-425
ATTACHMENT 3 – ACH Payment Enrollment, SF-3881
ATTACHMENT 4 – Example Modification Template

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this Agreement:

U.S. DEPARTMENT OF THE INTERIOR

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

U.S. DEPARTMENT OF AGRICULTURE

- F. U.S. Forest Service
- G. Natural Resources Conservation Service

U.S. DEPARTMENT OF DEFENSE

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

I. U.S. Army Corps of Engineers – Civil Works

U.S. DEPARTMENT OF COMMERCE

J. National Oceanic and Atmospheric Administration

K. UNIVERSITY OF HAWAII

L. University of California - Berkeley

M. University of Guam

N. American Samoa Community College

O. Bishop Museum

P. National Tropical Botanical Garden

Q. The Nature Conservancy


R. Pacific International Center for High Technology Research

S. University of Redlands

T. Island Conservation

ARTICLE XIII. AUTHORIZING SIGNATURES

A. Bureau of Land Management


James S. Kenna
State Director

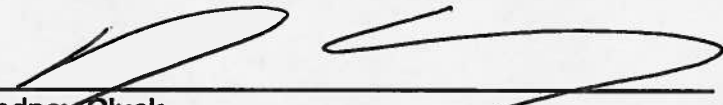
6/10/2014
Date


Leona Parker
Assistance Officer

6/19/14
Date

ARTICLE XIII. AUTHORIZING SIGNATURES

B. Bureau of Ocean Energy Management



Rodney Cluck
Chief, Environmental Science Division

6/10/14
Date

ARTICLE XIII. AUTHORIZING SIGNATURES

C. U.S. Fish and Wildlife Service



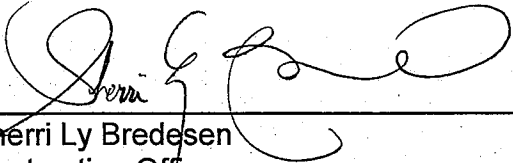
JUN 18 2014

Acting Robyn Thorson
Regional Director, Region 1

Date

ARTICLE XIII. AUTHORIZING SIGNATURES

D. U.S. Geological Survey

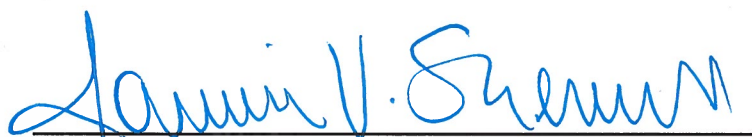


Sherri Ly Bredeesen
Contracting Officer

06/11/14
Date

ARTICLE XIII. AUTHORIZING SIGNATURES

E. National Park Service



Jamie V. Sherrill
Contracting Officer



Date



Christine S. Lehnertz
Regional Director
Pacific West Region



Date

USFS #14-JV-11272136-070

ARTICLE XIII. AUTHORIZING SIGNATURES

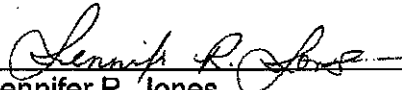
USDA Forest Service



Alexander L. Friend
Station Director
Pacific Southwest Research Station

VI. 27.14

Date



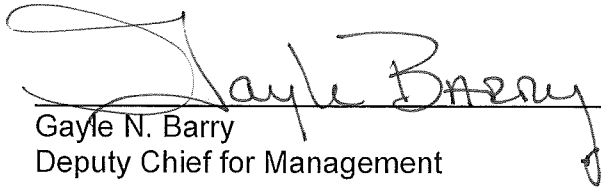
Jennifer R. Jones
Grants & Agreements Specialist

6/27/14

Date

ARTICLE XIII. AUTHORIZING SIGNATURES

G. Natural Resources Conservation Service



Gayle N. Barry
Deputy Chief for Management

6/24/2014
Date

ARTICLE XIII. AUTHORIZING SIGNATURES

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

**ROBICHEAUX.TRACI.D.126
0353990**

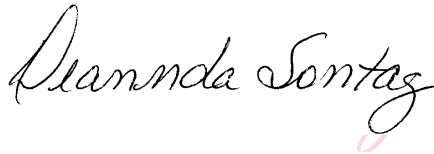
Digitally signed by ROBICHEAUX.TRACI.D.1260353990
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=USA, cn=ROBICHEAUX.TRACI.D.1260353990
Date: 2014.06.17 14:59:10 -05'00'

Traci Robicheaux W9126G-14-2-0017
Grants Officer
Representing ODUSD (I&E)

Date

ARTICLE XIII. AUTHORIZING SIGNATURES

I. U.S. Army Corps of Engineers – Civil Works



Digitally signed by
SONTAG.DEANNDAS.1230791909
DN: c=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=USA,
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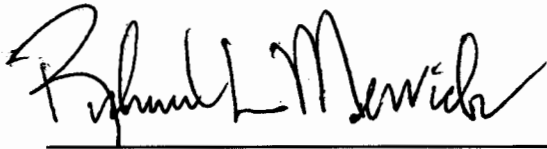
Deanna Sontag
Grants Officer

9 June 2014

Date

ARTICLE XIII. AUTHORIZING SIGNATURES

J. National Oceanic and Atmospheric Administration



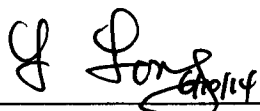
Richard Merrick
Director of Scientific Programs & Chief Science Advisor
National Oceanic and Atmospheric Administration CESU Lead



Date

ARTICLE XIII. AUTHORIZING SIGNATURES

K. UNIVERSITY OF HAWAII

A handwritten signature in black ink, appearing to read 'Yaa-Yin Fong' with a stylized flourish at the end.

Yaa-Yin Fong
Director, Office of Research Services

6/10/14

Date

ARTICLE XIII. AUTHORIZING SIGNATURES

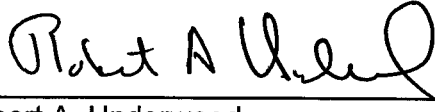
L. University of California - Berkeley

Patricia A. Gates
Patricia A. Gates
Associate Director
Sponsored Projects Office

6/30/2014
Date

ARTICLE XIII. AUTHORIZING SIGNATURES

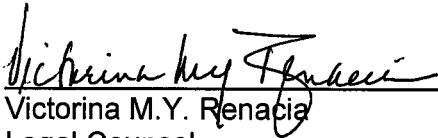
M. University of Guam



Dr. Robert A. Underwood
President

JUN 11 2014

Date



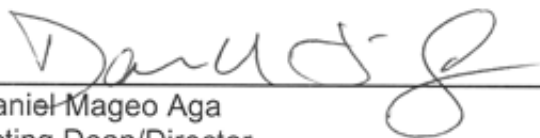
Victorina M.Y. Renacia
Legal Counsel

6/10/14

Date

ARTICLE XIII. AUTHORIZING SIGNATURES

N. American Samoa Community College



Daniel Mageo Aga
Acting Dean/Director

6/17/14
Date

ARTICLE XIII. AUTHORIZING SIGNATURES

O. Bishop Museum

A handwritten signature in dark ink, appearing to read 'Allen Allison', written over a horizontal line.

Allen Allison
Senior Researcher (Zoologist)

27 June 2014

Date

ARTICLE XIII. AUTHORIZING SIGNATURES

P. National Tropical Botanical Garden




Chipper Wichman
Director and CEO

6/24/14
Date

ARTICLE XIII. AUTHORIZING SIGNATURES

Q. The Nature Conservancy

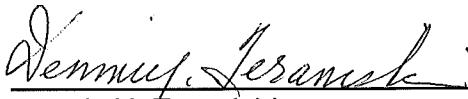
A handwritten signature in black ink that reads "Mark R. Fox". The signature is written in a cursive style with a large initial 'M' and 'F'. A horizontal line is drawn across the signature.

Mark R. Fox
Director of External Affairs

June 17, 2014
Date

ARTICLE XIII. AUTHORIZING SIGNATURES

R. Pacific International Center for High Technology Research



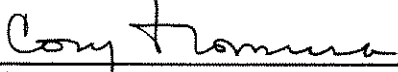
Dennis Y. Teranishi
President & CEO

JUN 20 2014

Date

ARTICLE XIII. AUTHORIZING SIGNATURES

S. University of Redlands



Cory Nomura
Vice President, Finance and Administration

6/27/14
Date

ARTICLE XIII. AUTHORIZING SIGNATURES

T. Island Conservation



Joe Beek
Chief Operating Officer

11 JUNE 2014

Date