

**NORTH ATLANTIC COAST
COOPERATIVE ECOSYSTEM STUDIES UNIT**

COOPERATIVE AGREEMENT

between

**DEPARTMENT OF THE INTERIOR
U.S. Geological Survey
National Park Service**

and

**UNIVERSITY OF RHODE ISLAND (HOST)
The Research Foundation of SUNY for Stony Brook University
Rutgers University
University of Maryland Eastern Shore
University of Massachusetts – Amherst
Maryland Coastal Bays Program**

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the U.S. Geological Survey, National Park Service, and the University of Rhode Island and its partner institutions is a continuation for a five (5) year term of the existing agreement for the operation and maintenance of the North Atlantic Coast Cooperative Ecosystem Studies Unit (CESU). This continuation of the North Atlantic Coast CESU is implemented by mutual consent of the parties and is consistent with the prior agreement and the express intent of the request for proposals for that agreement. The North Atlantic Coast CESU is associated with a national network of CESUs.
- B. The objectives of the North Atlantic Coast Cooperative Ecosystem Studies Unit (CESU) are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address 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 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 U.S.C. 6302 et seq., 16 U.S.C.1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into a cooperative agreement to continue the North Atlantic Coast CESU to assist in providing research, technical assistance and education.
- D. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to continue the North Atlantic Coast CESU to assist in providing research, technical assistance and education.
- E. The University of Rhode Island (hereinafter called Host University) is one of the nation's premier academic institutions for the study of coastal ecosystems and associated watersheds. There are more than 200 faculty and 40 departments and programs that work in the field of marine, coastal, and environmental research, teaching, or service. The University of Rhode Island hosts a mixture of University programs, federal cooperative partnerships, and major federal laboratories that contribute to a diverse and enriched community all focused on coastal zone ecosystems.
- F. The partner institutions to the Host University include The Research Foundation of SUNY for Stony Brook University, Rutgers University, University of Maryland Eastern Shore, University of Massachusetts – Amherst, and Maryland Coastal Bays Program (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 North Atlantic Coast 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 North Atlantic Coast CESU Manager's Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other 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 North Atlantic Coast CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the North Atlantic Coast CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies research, technical assistance and education activities related to the North Atlantic Coast CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal North Atlantic Coast CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the North Atlantic Coast CESU;

9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a North Atlantic Coast CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the North Atlantic Coast CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the North Atlantic Coast CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the CESU.

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

1. Maintain the North Atlantic Coast CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan FY2004-2008*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a current North Atlantic Coast CESU role and mission statement;
3. Operate under a current multi-year strategic plan;
4. Make modifications, as appropriate, to this agreement that are in accordance with their respective policies and procedures and include a specific "scope of work" statement and a brief explanation of the following:
 - a) the proposed work and what is being modified in the agreement;
 - b) the project contribution to the objectives of the CESU;
 - c) the methodology of the project;
 - d) the substantial involvement of each party;
 - e) the project budget and schedule;
 - f) the specific deliverables;
5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), 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. The effective date of this agreement shall be 19 June 2004. Parties will have until 18 June 2004 to sign this agreement and thereby express their intent to continue participation in the North Atlantic Coast CESU; parties that do not sign this agreement by 18 June 2004 will not be participants in the North Atlantic Coast 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 North Atlantic Coast CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.
 - 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 are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.
- 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. U.S. Geological Survey

Dr. Howard Ginsberg
USGS Patuxent Wildlife Research Center
Department of Plant Sciences
University of Rhode Island
Kingston, RI 02881
Phone: (401) 874-4537
hgi0011u@postoffice.uri.edu

2. National Park Service

Dr. Charles Roman
Research Coordinator, North Atlantic Coast CESU
University of Rhode Island
Graduate School of Oceanography
South Ferry Road (Central Receiving)
Narragansett, RI 02882
Phone: (401) 874-6886
Fax: (401) 874-6887
charles_roman@nps.gov

Dr. Mary Foley
National Park Service
15 State Street
Boston, MA 02109
Phone: (617) 223-5024
Fax: (617) 223-5097
mary_foley@nps.gov

B. The technical representative for the Host University is:

Dr. Peter August
Director, Coastal Institute
University of Rhode Island
Narragansett, RI 02882
Phone: (401) 874-6513
Fax: (401) 874-6869
pete@edc.uri.edu

C. The technical representatives for the Partner Institutions are:

1. The Research Foundation of SUNY

Dr. David O. Conover
Dean and Director
Professor of Marine Science
Marine Sciences Research Center
Stony Brook University
Stony Brook, NY 11794-5000
Phone: (631) 632-8781
Fax: (631) 632-8915
dconover@notes.cc.sunysb.edu

2. Rutgers University

Dr. Norbert P. Psuty
Director
Sandy Hook Cooperative Research Program
74 Magruder Road

Institute of Marine and Coastal Sciences
Rutgers University
Sandy Hook, NJ 07732
Phone: (732) 708-1462 (office); (732) 238-1443 (East Brunswick)
Fax: (732) 872-1586 (office)
psuty@imcs.rutgers.edu

3. University of Maryland Eastern Shore

Catherine Bolek, M.S.
Director, Sponsored Research
Sponsored Programs Department
University of Maryland Eastern Shore
Princess Anne, MD 21853
Phone: (410) 651-6714
Fax: (410) 651-6714
csbolek@mail.umes.edu

4. University of Massachusetts – Amherst

Dr. Matthew Kelty
Head, Department of Natural Resources Conservation
Holdsworth Natural Resource Center
University of Massachusetts – Amherst
Amherst, Massachusetts 01003-9285
Phone: (413) 545-1799
kelty@forwild.umass.edu

5. Maryland Coastal Bays Program

Dr. Roman Jesien
Maryland Coastal Bays Program
9609 Stephen Decatur Highway
Berlin, MD 21811
Phone: (410) 213-2297
Fax: (410) 213-2574
science@mdcoastalbays.org

ARTICLE V. AWARD

- A. Payments made by the Federal Agencies for work covered by all modifications to this agreement will be in accordance with OMB Circulars A-21, A-87, A-110, A-102, A-122, A-133 and specifically, 43 CFR Part 12 (Department of the Interior).
- B. A 17.5% indirect cost rate will be paid on work covered by all modifications to this agreement. In accordance with individual Federal Agency policies, indirect costs may be used to satisfy Federal Agency cost-sharing requirements.

- C. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the agreement.
- D. Award of additional funds or in-kind resources will be made through modifications to the agreement, subject to the rules regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the agreement shall be kept on file with the Host University.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI. PRIOR APPROVAL

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of North Atlantic Coast CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to this agreement.
- C. A current role and mission statement will be maintained and agreed to by all North Atlantic Coast CESU cooperators.
- D. Annual work plans will be developed to guide the specific activities of the North Atlantic Coast CESU and will:
 - 1. Describe the North Atlantic Coast 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 North Atlantic Coast 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 North Atlantic Coast CESU.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior).

ARTICLE IX. TERMINATION

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior). Any party to this agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. **NON-DISCRIMINATION:** All activities pursuant to this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341):** Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon. The provisions of this section shall not apply to any contracts or agreements heretofore or hereafter entered into under the Agricultural Adjustment Act (7.U.S.C. 601 et seq.), the Federal Farm Loan Act, the Emergency Farm Mortgage Act of 1933, the Federal Farm Mortgage Corporation Act, the Farm Credit Act of 1933, and the Home Owners' Loan Act of 1933 (12 U.S.C. 1461 et seq.), and shall not apply to contracts or agreements of a kind which the Secretary of Agriculture may enter into with farmers: Provided, That such exemption shall be made a matter of public record.
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, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by their respective applicable laws, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a),(b), and (c) for non-governmental parties stated below.

Non-governmental Parties

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

- a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and

- c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

B. SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion.
2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

- A. U.S. Geological Survey
- B. National Park Service

C. UNIVERSITY OF RHODE ISLAND

- D. The Research Foundation of SUNY
- E. Rutgers University
- F. University of Maryland Eastern Shore
- G. University of Massachusetts – Amherst
- H. Maryland Coastal Bays Program

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

A. U.S. Geological Survey

Pansy R. Yeatts Contracting Officer

[Print Name]: PANSY R. YEATTS
[Print Title]:

APR 28 2004

Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

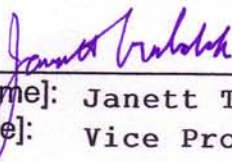
B. National Park Service

Beth A Faudree
[Print Name]: Beth A. Faudree
[Print Title]: Contracting Officer

5/18/04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

C. University of Rhode Island

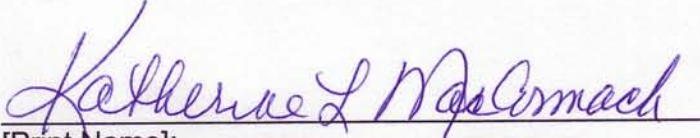


[Print Name]: Janett Trubatch
[Print Title]: Vice Provost for Research

04/28/04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

D. The Research Foundation of SUNY



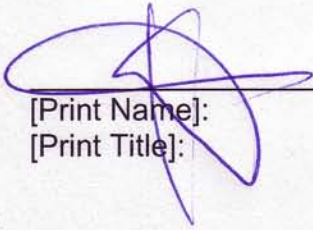


[Print Name]: KATHERINE L. MACCORMACK
[Print Title]: CONTRACTS & GRANTS ADMINISTRATOR

Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

E. Rutgers University



[Print Name]:
[Print Title]:

Date

Keith Osterhage, CRA
Director
Office of Research and
Sponsored Programs

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

F. University of Maryland Eastern Shore

Thelma B. Thompson

[Print Name]: Dr. Thelma Thompson
[Print Title]: President

4/28/04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

G. University of Massachusetts – Amherst

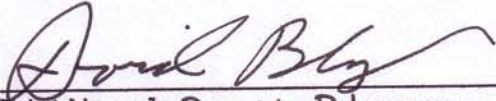
[Print Name]:

[Print Title]:

6/2/04
Date

ARTICLE XI - AUTHORIZING SIGNATURES (cont.)

H. Maryland Coastal Bays Program



[Print Name]: David Blazer
[Print Title]: Executive Director

5/25/04
Date