BLM # HAA003D00 USBR # 05-FC-10-1192 USFWS # 10100-0-J001 USGS # 05HQAG0096 NPS # H8W07060001 FS# 06-JV-11261900-067 NRCS # 68-3A75-4-101

PACIFIC NORTHWEST COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE and JOINT VENTURE AGREEMENT

between

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

DEPARTMENT OF AGRICULTURE Forest Service Natural Resources Conservation Service

and

UNIVERSITY OF WASHINGTON (HOST) Heritage University Oregon State University Portland State University Southern Oregon University Tuskegee University University of Alaska – Anchorage University of Alaska – Southeast University of British Columbia University of British Columbia University of Oregon University of Oregon University of Vermont Washington State University Western Washington University Alaska Department of Fish and Game

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Bureau of Reclamation, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, Forest Service, and Natural Resources Conservation Service (hereinafter called Federal Agencies), and the University of Washington and its partner institutions is a continuation for a five (5) year term of the operation and maintenance of the Pacific Northwest Cooperative Ecosystem Studies Unit (CESU). This continuation of the Pacific Northwest 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 Pacific Northwest CESU is associated with a national network of CESUs.
- B. The objectives of the Pacific Northwest 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 Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into this cooperative agreement to continue the Pacific Northwest CESU to assist in providing research, technical assistance and education.
- D. The U.S. Bureau of Reclamation (hereinafter called Reclamation) mission is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public. Pursuant to P.L. 108-447, Div. C, § 206; Reclamation is authorized to enter into grants and cooperative agreements with universities or non-profit institutions in FY2005 to fund water use efficiency research. Reclamation intends to pursue renewal of this authority each year until long-term authority is established. Reclamation may, as appropriate, use additional authorities available for specific activities under this agreement.

- E. 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 U.S.C. 742f, the USFWS is authorized to enter into this cooperative agreement to continue the Pacific Northwest CESU to assist in providing research, technical assistance and education.
- F. 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 43 U.S.C. 36d, 16 U.S.C.1a-2j, 16 U.S.C. 5933, and Secretarial Order No. 3202, the USGS is authorized to enter into this cooperative agreement to continue the Pacific Northwest CESU to assist in providing research, technical assistance and education.
- G. 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 wild life 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.). Under the authority provided in 16 U.S.C.1a-2(j) and 16 U.S.C. 5933, the NPS may enter into this cooperative agreement to continue the Pacific Northwest CESU to assist in providing research, technical assistance and education.
- H. The Forest Service (hereinafter called FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 and 7 U.S.C. 3319, the USFS is authorized to enter into this joint venture agreement and cost-reimbursable agreement respectively to continue the Pacific Northwest CESU to assist in providing research, technical assistance and education.
- 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 U.S.C. 6962a, NRCS is authorized to enter into a cooperative agreement to continue the Pacific Northwest CESU to assist in providing research, technical assistance and education.
- J. The University of Washington (hereinafter called Host University) is a comprehensive university emphasizing programs of research, education, and

support facilities relevant to federal land management, environmental and research agencies. These combined program elements are unsurpassed in the Pacific Northwest bioregion (PNW). The quality of UW's academic expertise and facilities is reflected in its rank as the number two recipient of federal research funds in the U.S. The UW's forestry, oceanography, and fisheries programs are among the world's finest. Also important are strong programs in social sciences, history, architecture and urban planning, zoology and engineering. The programs are found on the University's main campus in Seattle, as well as the branch campuses in Bothell and Tacoma, Washington.

K. The partner institutions to the Host University include Heritage University, Oregon State University, Portland State University, Southern Oregon University, Tuskegee University, University of Alaska – Anchorage, University of Alaska – Southeast, University of British Columbia, University of Idaho, University of Oregon, University of Vermont, Washington State University, Western Washington University, and Alaska Department of Fish and Game, (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;
 - Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Pacific Northwest CESU objectives and to the extent allowed by each Federal Agency's authorizing legislation;
 - 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 and/or staff, 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 Pacific Northwest 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 and/or human subjects, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
 - 8. Ensure its employees follow the Code of Ethics for Government Employees;
 - 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 this agreement; and

- 10. Be individually responsible for their agency's role in administering this 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 Pacific Northwest CESU;
 - Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Pacific Northwest CESU objectives;
 - 3. Allow and encourage faculty and staff to engage in participating Federal Agencies research, technical assistance and education activities related to the Pacific Northwest CESU objectives, as appropriate;
 - 4. Provide basic administrative and clerical support as appropriate;
 - 5. Provide access for Federal Pacific Northwest 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 Pacific Northwest CESU;
 - 9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
 - 10. Maintain a Pacific Northwest 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 Pacific Northwest CESU.
- C. Each Partner Institution agrees to:
 - Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Pacific Northwest CESU objectives and allow and encourage faculty and/or staff 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 Pacific Northwest 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 Pacific Northwest CESU role and mission statement;
- 3. Operate under a current multi-year strategic plan;
- 4. Issue written modifications (defined in Article III. D.), 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 this 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;
- 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;
- Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and these documents are incorporated into this agreement by reference.
- E. The University of British Columbia is a partner institution in the Pacific Northwest CESU. The University of British Columbia agrees to participate in the Pacific Northwest CESU as appropriate, within all Canadian and United States laws, and within the regulations of the Host University and the Federal Agencies party to the Pacific Northwest CESU.

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 21 October 2005. Parties will have until 20 October 2005 to sign this agreement and thereby express their intent to continue participation in the Pacific Northwest CESU; parties that do not sign this agreement by 20 October 2005 will not be participants in the Pacific Northwest CESU.
- B. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Pacific Northwest CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to this 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 this 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:
- Bureau of Land Management Steve Shapiro Contract Specialist Bureau of Land Management (OR 932) PO Box 2965 Portland, OR 97208 or 333 SW 1st Avenue Portland, OR 97204 (503) 808-6227 (phone) sshapiro@or.blm.gov
- 2. <u>U.S. Bureau of Reclamation</u> Jennifer Smout Program Coordinator U.S. Bureau of Reclamation 1150 N. Curtis Road, #100 Boise, ID 83706-1234 (208) 378-5114 (phone) (208) 378-5066 (fax) jsmout@pn.usbr.gov

- <u>U.S. Fish and Wildlife Service</u> Paul Heimowitz Aquatic Invasive Species and Research Coordinator U.S. Fish and Wildlife Service 911 NE 11th Avenue, 6E Portland, OR 97232-4128 (503) 872-2763 (phone) (503) 231-2062 (fax) paul_heimowitz@fws.gov
- 4. <u>U.S. Geological Survey</u> Gary Larson U.S. Geological Survey USGS/BRD/FRESC 777 NW 9th St, Suite 400 Corvallis, OR 97330 (541) 750-1032 (phone) gary_I._larson@usgs.gov
- <u>National Park Service</u> Darryll Johnson Research Coordinator National Park Service College of Forest Resources Anderson Hall, Room 15 Box 352100 University of Washington Seattle, WA 98195-2100 (206) 685-7404 (phone) (206) 685-0790 (fax) darryllj@u.washington.edu or darryll_Johnson@nps.gov
- 6. Forest Service

David L. Peterson USDA Forest Service Pacific Northwest Research Station Pacific Wildland Fire Sciences Laboratory 400 N. 34th St, Suite 201 Seattle, WA 98103 (206) 732-7812(phone) (206) 732-7801 (fax) peterson@fs.fed.us

7. <u>Natural Resources Conservation Service</u> Sheryl H. Kunickis, Ph.D. National Agricultural Research Coordinator USDA-NRCS 14th & Independence Avenue, S.W. 6126 South Building Washington, DC 20250 (202) 720-8723 (phone) (202) 720-0428 (fax) sheryl.kunickis@wdc.usda.gov

B. The technical representative for the Host University is:

Gordon Bradley Co-leader PNW CESU University of Washington College of Forest Resources Box 352100 Seattle, WA 98195-2100 206-685-0881 (phone) gbradley@u.washington.edu

- C. The technical representatives for the Partner Institutions are:
- 1. <u>Heritage College</u> Mark Petruncio Heritage University Forestry Program 3240 Fort Road Toppenish, WA 98948 (509) 865-8550 (phone) petruncio@yakama.com
- Oregon State University Denise Lach Co-Director Center for Water and Environmental Sustainability Oregon State University 210 Strand Ag Hall Corvallis, OR 97331 (541) 737-4022 (phone) denise.lach@orst.edu
- Portland State University Barbara A. Sestak Associate Vice Provost for Sponsored Research Office of Research and Sponsored Projects Portland State University

P.O. Box 751 Portland, OR 97207-0751 (503) 725-3340 (phone) (503) 725-3416 (fax) sestakb@pdx.edu

- 4. <u>Southern Oregon University</u> Joseph Graf Dean School of Science Southern Oregon University Ashland, OR 97520 (541) 552-6861 (phone) graf@sou.edu
- 5. <u>Tuskegee University</u>

Janet Haslerig College of Agricultural, Environmental & Natural Sciences Tuskegee University Milbank Hall Tuskegee, AL 36088 (334) 727-8456 (phone) jhaslerig@tuskegee.edu

- <u>University of Alaska Anchorage</u> Dr. Andrew Kliskey Assistant Professor Department of Biological Sciences University of Alaska Anchorage 3211 Providence Anchorage, AK 99508-8088 (907) 786-1136 (phone) afadk@uaa.alaska.edu
- <u>University of Alaska Southeast</u> Brendan Kelly Dean School of Arts and Sciences University of Alaska Southeast 11120 Glacier Highway Juneau, AK 99801 (907) 465-6510 (phone) brendan.kelly@uas.alaska.edu

8. University of British Columbia

Cindy Prescott Associate Dean of Graduate Studies and Research Faculty of Forestry University of British Columbia 2005-2424 Main Mall Vancouver, BC V6T1Z4 Canada (604) 822-4701 (phone) cindy.prescott@ubc.ca

- 9. <u>University of Idaho</u> Steven Daley Laursen Dean College of Natural Resources University of Idaho Moscow, ID 83844-1138 (208) 885-6442 (phone) stevendl@uidaho.edu
- 10. University of Oregon

Douglas Blandy AAA Associate Dean of Academic Affairs and Professor, Arts and Administration 251B Lawrence Hall 5230 University of Oregon Eugene, OR 97403-5230 (541) 346-3683 (phone) dblandy@darkwing.uoregon.edu

11. University of Vermont

Robert Manning School of Natural Resources University of Vermont 365 Aiken Center Burlington, VT 05405 (802) 656-3096 (phone) Robert.Manning@uvm.edu 12. Washington State University

Keith Blatner Chair Department of Natural Resource Sciences Washington State University Pullman, WA 99164-6410 (509) 335-6166 (phone) blatner@wsu.edu

13. Western Washington University

Bradley Smith Dean Huxley College of Environmental Studies Western Washington University ES-Room 539 MS9079 516 High Street Bellingham, WA 98225-9079 (360) 650-3521 (phone) brad.smith@wwu.edu

14. Alaska Department of Fish and Game

Tina Cunning Alaska Department of Fish and Game Program Manager, State-Federal Issues Office of the Commissioner 333 Raspberry Rd Anchorage, AK 99518 (907) 267-2248 (phone) tina_cunning@fishgame.state.ak.us

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, as appropriate, and specifically, 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).
- B. A 17.5% indirect cost rate of total direct costs will be paid on work covered by all modifications to this agreement. An exception is that the Forest Service cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. 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 P.L. 108-199. 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 this agreement.
- D. Award of additional funds or in-kind resources will be made through modifications to this agreement, subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to this 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), and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Pacific Northwest 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 Pacific Northwest CESU cooperators.
- D. Annual work plans will be developed to guide the specific activities of the Pacific Northwest CESU and will:
 - 1. Describe the Pacific Northwest 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 Pacific Northwest 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 Pacific Northwest 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), and 7 CFR Parts 3015-3052 (Department of Agriculture).

ARTICLE IX. TERMINATION

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture). 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:
 - NON-DISCRIMINATION: All activities pursuant 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 <u>et seq</u>.); 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 <u>et seq</u>.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion 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 this 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 entire 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, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

6. LIABILITY PROVISION:

Governmental Parties

The Federal Agencies, 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 subcontract by non-governmental entities or persons, the governmental party subcontracting work will require that subcontracted entity or person to meet provisions (a), (b), and (c) for non-governmental parties stated below.

Non-governmental Parties

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

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

- b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
- c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

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

B. SPECIAL PROVISIONS:

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

ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE

- A. The following are incorporated into this agreement by reference:
 - 1. OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture),
 - 2. Pacific Northwest CESU proposal and addenda

ARTICLE XII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

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

U.S. DEPARTMENT OF AGRICULTURE

- F. Forest Service
- G. Natural Resources Conservation Service
- H. UNIVERSITY OF WASHINGTON
- I. Heritage University
- J. Oregon State University
- K. Portland State University
- L. Southern Oregon University
- M. Tuskegee University
- N. University of Alaska Anchorage
- O. University of Alaska Southeast
- P. University of British Columbia
- Q. University of Idaho
- R. University of Oregon
- S. University of Vermont
- T. Washington State University
- U. Western Washington University
- V. Alaska Department of Fish and Game

A. Bureau of Land Management

[Print Name]: [Print Title]: G. KENNA JAMES

ASSOCIATE STATE DIRECTOR

8/9/05

Steven D. Shapiro

Steven D. Shapiro Contract Specialist/Assistance Officer

Date

B. U.S. Bureau of Reclamation

Maryanne Bach Director, Research and Development

Aupli, loos Date

C. U.S. Fish and Wildlife Service

[Print Name]. David B. Allen

[Print Name]. David B. Allen [Print Title]: Regional Director

8/12/05

CONTRACT SUFFICIENCY REVIEW: 8-18-05 Date Contracting Officer Fl 9726

Pacific Northwest CESU, 2005-2010

D. U.S. Geological Survey

[Print Name]: [Print Title]: Shein hy Biedeser Contracting Other

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E. National Park Service

[Print Name]: [Print Title]:

Jamie V. Sherrill Contracting Officer

815/05 Date

Jonathan B. Jarvis

Regional Director Pacific West Regional Office

F. Forest Service

EWIZ

Dr. Thomas Quigley Director, Pacific Northwest Research Station

<u>9/9/05</u> Date

G. Natural Resources Conservation Service

ACTING or Dwight Holman

Deputy Chief for Management

<u>8/10/0</u>5 Date

H. University of Washington

mucher HES

[Print Name]: [Print Title]:

CAROL ZUICHES ASST. VICE PROVOST FOR RESEARCH OFFICE OF SPONSORED PROGRAMS

9/30/05 Date

I. Heritage University

[Print Name]: Kathleen A. Ross, snjm, Ph.D. [Print Title]: President

<u>9/27/05</u> Date

J. Oregon State University

[Print Name]: Temis Taylor [Print Title]: Senior Contract Officer

8/25/05 Date

K. Portland State University

[Print Name]: [Print Title]:

Martha Kierstead Contract Officer

<u>9/29/05</u> Date

L. Southern Oregon University

SAMES E. MAIN VICE MESIDENT for FIMANCE & ApproxISTATION 9/23/05 [Print Name]: [Print Title]: Jamme E. Mai

Pacific Northwest CESU, 2005-2010

M. Tuskegee University

8/25/05 Date

[Print Name]: Janet Haslerig [Print Title]: Associate Professor, Forestry & Natural Resources Coordinator

Pacific Northwest CESU, 2005-2010

Page 30 of 39

N. University of Alaska - Anchorage

[Print Name]: [Print Title]:

Karol Weatherby Manager, Grants & Contracts

8-8-05 Date

Pacific Northwest CESU, 2005-2010

O. University of Alaska – Southeast

2

Tubach [Print Name]: Barbara Hyde [Print Title]: Directur

<u>09-01-05</u> Date

P. University of British Columbia

AUG 3 1 2005

Date

[Print Name]: Angus A. Livingstone [Print Title]: managing Director University - Industry Liaison Office

Q. University of Idaho

und A. Stockton

[Print Name]: [Print Title]:

Polly Knutson, Interim Manager Grants & Contracts Fin. Adm.

8/17/05 Date

R. University of Oregon

[Print Name]: [Print Title]:

Gary L. Chaffins, Director Office of Research Services & Administration

Sept. 19,2005 Date

S. University of Vermont

Inel tthe

[Print Name]: [Print Title]:

Ruth Farrell, Associate Vice President for Research Administration

OCT 0 3 2005

Date

T. Washington State University

6

[Print Name]: [Print Title]:

Dan Nordquist Director, Authorized Inst. Official Office of Grant and Research Development

8/30/05 Date

Pacific Northwest CESU, 2005-2010

U. Western Washington University

[Print Name]: Moheb A. Ghali [Print Title]: Vice Provost of Research

8-19-05 Date

APPROVED AS TO LEGAL FORM:

Vendy Bohlke, Assistant Attorney General's Office USA E. WOCHOS



Pacific Northwest CESU, 2005-2010

V. Alaska Department of Fish and Game

(Print Name): Wayne Regelin [Print Title]: Deputy Commissioner

<u>Sept 2</u> 8, 2005 Date