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 Idaho
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.

I. 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;
2. 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;
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 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;
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 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;
   2. 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:
   1. 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;
5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), 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:

1. **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.S. Bureau of Reclamation**
   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
3. **U.S. Fish and Wildlife Service**  
   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.S. Geological Survey**  
   Gary Larson  
   U.S. Geological Survey  
   USGS/BRD/FRESC  
   777 NW 9th St, Suite 400  
   Corvallis, OR 97330  
   (541) 750-1032 (phone)  
   gary_l._larson@usgs.gov

5. **National Park Service**  
   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. **Natural Resources Conservation Service**  
   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. **Heritage College**
   Mark Petruncio
   Heritage University
   Forestry Program
   3240 Fort Road
   Toppenish, WA 98948
   (509) 865-8550 (phone)
petruncio@yakama.com

2. **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

3. **Portland State University**
   Barbara A. Sestak
   Associate Vice Provost for Sponsored Research
   Office of Research and Sponsored Projects
   Portland State University
4. **Southern Oregon University**  
   Joseph Graf  
   Dean  
   School of Science  
   Southern Oregon University  
   Ashland, OR  97520  
   (541) 552-6861 (phone)  
   graf@sou.edu

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

6. **University of Alaska – Anchorage**  
   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

7. **University of Alaska – Southeast**  
   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
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   (604) 822-4701 (phone)
   cindy.prescott@ubc.ca

9. University of Idaho
   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
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:
   1. 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 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, 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 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, 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 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

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
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

[Print Name]:
[Print Title]:

[Signature]

JAMES G. KENNA
ASSOCIATE STATE DIRECTOR

[Signature]

Steven D. Shapiro
Contract Specialist/Assistance Officer
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Bureau of Reclamation

Maryanne Bach
Director, Research and Development

Aug. 11, 2005
Date
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

C. U.S. Fish and Wildlife Service

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

Date: 8/12/05
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

D. U.S. Geological Survey

[Print Name]:
[Print Title]:

[Signature]

Date: 08/10/05
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

E. National Park Service

[Print Name]: Jamie V. Sherrill
[Print Title]: Contracting Officer

[Signature]

Date: 8/15/05

[Signature]

Date: 8/16/05

Jonathan B. Jarvis
Regional Director
Pacific West Regional Office
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

F. Forest Service

Dr. Thomas Quigley
Director, Pacific Northwest Research Station

9/9/05
Date
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

G. Natural Resources Conservation Service

[Signature]
Dwight Holman
Deputy Chief for Management

8/10/05
Date
ARTICLE XII.  AUTHORIZING SIGNATURES (cont.)

H. University of Washington

[Print Name]: Carol Zuches
[Print Title]: ASSISTANT VICE PROVOST FOR RESEARCH
                OFFICE OF SPONSORED PROGRAMS

9/30/05  Date
ARTICLE XII.  AUTHORIZING SIGNATURES (cont.)

I. Heritage University

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

9/27/05
Date
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

J. Oregon State University

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

[Date]: 09/25/05
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

K. Portland State University

[Print Name]: Martha Kierstead
[Print Title]: Contract Officer

9/29/05
Date
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

L. Southern Oregon University

JAMES E. MAIN
VICE PRESIDENT FOR FINANCE AND ADMINISTRATION 9/23/05

[Print Name]:
[Print Title]:

James E. Main
ARTICLE XII.  AUTHORIZING SIGNATURES (cont.)

M. Tuskegee University

[Signature]

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

8/25/05
Date
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

N. University of Alaska – Anchorage

[Print Name]: Karol Weatherby
[Print Title]: Manager, Grants & Contracts

8-8-05
Date
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

O. University of Alaska – Southeast

[Print Name]: Barbara Hyde
[Print Title]: Director

09-01-05
Date
ARTICLE XII.  AUTHORIZING SIGNATURES (cont.)

P. University of British Columbia

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

AUG 31 2005
Date
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

Q. University of Idaho

[Print Name]: Melinda K. Stockton
[Print Title]: Polly Knutson, Interim Manager, Grants & Contracts Fin. Adm.

Date: 8/17/05
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

R. University of Oregon

[Print Name]:
[Print Title]:

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

Sept. 19, 2005
Date
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

S. University of Vermont

[Print Name]:
[Print Title]: Ruth Farrell, Associate Vice President for Research Administration

Date: OCT 03 2005
ARTICLE XII.  AUTHORIZING SIGNATURES (cont.)

T. Washington State University

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

[Print Name]:
[Print Title]:

__________________________

8/30/05

Date
ARTICLE XII.  AUTHORIZING SIGNATURES (cont.)

U. Western Washington University

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

[Signature]  8-19-05  
Date

APPROVED AS TO LEGAL FORM:

[Signature]  8-7-05  
Date

Wendy Bohler, Assistant Attorney General's Office

[Signature]
ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

V. Alaska Department of Fish and Game

Wayne Regelin
Deputy Commissioner

Sept 28, 2005
Date