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NPS # H5000085041
USFWS # 401814J023
USDA FS # SRS 08-JV-11330101-039
NRCS # A-3A75-8-68
DOD ODUSD (I&E) # W912DY-07-2-0028
USACE-CW # W912HZ-08-2-0003

PIEDMONT – SOUTH ATLANTIC COAST COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE and JOINT VENTURE AGREEMENT

between

DEPARTMENT OF THE INTERIOR

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

DEPARTMENT OF AGRICULTURE

**U.S. Forest Service, Southern Research Station
Natural Resources Conservation Service**

DEPARTMENT OF DEFENSE

Naval Hospital – Beaufort, SC

DEPARTMENT OF THE ARMY

US Army Corps of Engineers – Civil Works

and

UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC. (HOST)

**Auburn University
Clemson University
Florida A&M University
North Carolina State University
University of Central Florida
University of Florida
Audubon of Florida
Audubon of North Carolina**

**Audubon of South Carolina
East Carolina University
University of South Carolina
North Carolina Agricultural and Technical State University
Towson University
University of South Florida
Southern Forest Research Partnership**

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Geological Survey, National Park Service, U.S. Fish and Wildlife Service, U.S. Forest Service Southern Research Station, Natural Resources Conservation Service, Department of Defense, Office of the Deputy Under Secretary for Defense (Installations and Environment), Naval Hospital – Beaufort, SC, and US Army Corps of Engineers – Civil Works (hereinafter called Federal Agencies), and the University of Georgia Research Foundation, Inc. and its partner institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Piedmont – South Atlantic Coast Cooperative Ecosystem Studies Unit (CESU). This continuation of the Piedmont – South 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 Piedmont – South Atlantic Coast CESU is associated with a national network of CESUs.
- B. The objectives of the Piedmont – South Atlantic Coast Cooperative Ecosystem Studies Unit are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the 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 a cooperative agreement to establish the Piedmont – South Atlantic Coast CESU to assist in providing research, technical assistance and education.
- D. 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 Piedmont – South Atlantic Coast CESU to assist in providing research, technical assistance and education.

- E. 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 establish the Piedmont – South Atlantic Coast CESU to assist in providing research, technical assistance and education.
- F. The U.S. Department of Agriculture Forest Service Southern Research Station (hereinafter called USDA FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with the National Agricultural Research and teaching Policy Act of 1977 (Pub L. 95-113), as amended by the Food Security Act of 1985 (7 U. S. C. 3318 and 3319, Pub L. 99-198) the USDA FS is authorized to enter into a joint venture agreement to establish the Piedmont – South Atlantic Coast CESU to assist in providing research, technical assistance, and education.
- G. 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 this cooperative agreement establishing the Piedmont – South Atlantic Coast CESU to assist in providing research, technical assistance and education.
- H. The U.S. Fish and Wildlife Service (hereinafter called USFWS) working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through Federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, and inland sport fisheries. In accordance with 16 U.S.C. 742f, the USFWS is authorized to enter into the cooperative agreement establishing the Piedmont-South Atlantic Coast CESU to assist in providing research, technical assistance and education.
- I. The Department of Defense (hereinafter called DoD) manages nearly 29 million acres of land, and the natural and cultural resources found there, and for this

agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DoD's primary mission is national defense. DoD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DoD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with 16 U.S.C. 670, as amended, and with 10 U.S.C. 2358, DoD is authorized to enter into the cooperative agreement establishing the Piedmont-South Atlantic Coast CESU to assist in providing research, technical assistance, and education.

- J. The US Army Corp of Engineers–Civil Works (hereinafter called USACE-CW) provides assistance in the development and management in the nation's water resources. The main missions of USACE-CW, i.e., the Corps, are 1) to facilitate commercial navigation, 2) to protect citizens and their property from flood and storm damages, and 3) to protect and restore environmental resources. The Corps carries out most of its work in partnership with Tribal, state and local governments and other non-federal entities. The Corps must rely upon using the best available science in the evaluation of water resources needs and in the development of recommendations for water resource management. The university and scientific advances will assist the Corps in reaching sound, scientifically based decisions. In accordance with 10 U.S.C. 2358, USACE-CW is authorized to enter into the cooperative agreement with the Piedmont-South Atlantic CESU enabling the USACE-CW to receive direct scientific support from regional CESU members under agreement number W912HZ-08-2-0003 for a cumulative amount not to exceed \$25,000,000.00. USACE-CW is authorized to cooperate with other agencies in accordance with Title 33 U.S.C. 2323a and 10 U.S.C. 3036(d).
- K. The University of Georgia Foundation, Inc. (hereinafter called Host University) is the state's oldest, most comprehensive, and most diversified institution of higher education. Its motto, "to teach, to serve, and to inquire into the nature of things," reflects the University's integral and unique role in the conservation and enhancement of the state's and nation's intellectual, cultural and environmental heritage. As a comprehensive land-grant and sea-grant institution, the University of Georgia offers baccalaureate, master's, and doctoral and professional degrees. The University has a responsibility and commitment to excellence in teaching and learning, research and scholarship, and public service and economic development.
- L. The partner institutions to the Host University include Auburn University, Clemson University, Florida Agricultural and Mechanical University, North Carolina State University, University of Central Florida, University of Florida, Audubon of Florida, Audubon of North Carolina, Audubon of South Carolina, East Carolina University, University of South Carolina, North Carolina Agricultural and Technical State University, Towson University, University of South Florida, Southern Forest Research Partnership (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 Piedmont – South Atlantic Coast CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the Piedmont – South 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 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, in accordance with the respective policies of the Host University or Partner Institutions, 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 Piedmont – South Atlantic Coast CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Piedmont – South Atlantic Coast CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Piedmont – South Atlantic Coast CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal Piedmont – South 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 Piedmont – South Atlantic Coast CESU;
 9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
 10. Maintain a Piedmont – South 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 Piedmont – South 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 Piedmont – South 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 Piedmont – South Atlantic Coast CESU.

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

1. Maintain the Piedmont – South 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 Piedmont – South Atlantic Coast CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual funding documents, in accordance with each agency's procedures, to this Agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
 - (a) the proposed work;
 - (b) the project contribution to the objectives of the CESU;
 - (c) the methodology of the project;
 - (d) the substantial involvement of each party;
 - (e) the project budget and schedule;
 - (f) the specific 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), 22 CFR Part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works).

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be July 01, 2008. Parties will have until July 01, 2008 to sign this Agreement and thereby express their intent to continue participation in the Piedmont – South Atlantic Coast CESU; parties that do not sign this Agreement by July 01, 2008 will not be participants in the Piedmont – South Atlantic Coast 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 Piedmont – South 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, except in cases described in Article III. C.1.
 - C.1. For amendments whose sole purpose is to add one or more Partner Institutions and/or Federal Agencies 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. Each Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.
- D. For the purposes of this Agreement, modifications or task agreements are specific two-party Agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.

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

ARTICLE IV. KEY OFFICIALS

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

1. Bureau of Land Management

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2. U.S. Geological Survey

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3. National Park Service

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5. U.S. Fish and Wildlife Service

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6. Natural Resources Conservation Service

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7. Department of Defense, Office of the Under Secretary for Defense
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8. U.S. Army Corps of Engineers-Civil Works

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B. The technical representative for the Host University is:

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1. Auburn University
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5. University of Central Florida
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7. Audubon of Florida
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11. University of South Carolina

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14. University of South Florida

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15. Southern Forest Research Partnership

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ARTICLE V. AWARD

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner shall obligate \$10,000 to award to the Host University to carry out this Agreement.
- B. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, and specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works).
- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications.
- C.1. One exception is that the USDA FS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USDA FS cost-sharing requirements of 20% of total project costs.
- C.2. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of P.L. 107-76.
- C.3. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the Agreement.
- D. Award of additional funds or in-kind resources will be made through modifications to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification.

- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI. PRIOR APPROVAL

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

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, 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. Also, in accordance with 22 CFR Part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works).
- B. As appropriate, the Host University will convene periodic meetings of Piedmont – South Atlantic Coast CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to the Agreement.
- C. A current role and mission statement for the Piedmont – South Atlantic Coast CESU will be agreed to and maintained by all Piedmont – South Atlantic Coast CESU cooperators. Copies of the role and mission statement will be available to all parties to the Agreement.
- D. Annual work plans will be developed to guide the specific activities of the Piedmont – South Atlantic Coast CESU and will:
1. Describe the Piedmont – South Atlantic Coast CESU's ongoing and proposed research, technical assistance, and education activities;
 2. Describe anticipated projects and products; and
 3. Identify faculty, staff, and students involved in the Piedmont – South Atlantic Coast CESU during the year.

Copies of the annual work plan will be available to all parties to the Agreement.

- E. A current multi-year strategic plan will be maintained to generally guide the Piedmont – South Atlantic Coast CESU. Copies of the strategic plan will be available to all parties to the Agreement.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

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

ARTICLE IX. TERMINATION

Termination of this Agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works). Any party to this Agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 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, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

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

6. LIABILITY PROVISION:

Governmental Parties

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

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

This provision is applicable to the US Forest Service acting by and through the Forest Service, USDA does hereby recognize potential liability for payment of claims for injury or loss of property of personal injury or death caused by the Government, or any officer, agent or employee thereof, while acting within the scope of his/her office of employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. 28 U.S.C. §§1346 (b), 2672 et seq.

Non-governmental Parties

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

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

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

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 to be incorporated into this Agreement:
1. DI-2010, Certifications for the Host University regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

ARTICLE XII. ATTACHMENTS

- A. The following are attached:
1. ATTACHMENT 1 – Financial Status Report, SF 269A
 2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
 3. ATTACHMENT 3 – Federal Cash Transactions Report, SF272
 4. ATTACHMENT 4 – ACH Payment, SF3881
 5. ATTACHMENT 5 – Example Modification Template

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

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

U.S. DEPARTMENT OF AGRICULTURE

- ~~E. Agricultural Research Service (withdrawn)~~
- F. USDA Forest Service Southern Research Station
- G. Natural Resources Conservation Service

U.S. DEPARTMENT OF DEFENSE

- H. Naval Hospital – Beaufort, SC

U.S. DEPARTMENT OF THE ARMY

- I. US Army Corps of Engineers-Civil Works

J. THE UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.

- K. Auburn University
- L. Clemson University
- M. Florida A&M University
- N. North Carolina State University
- O. University of Central Florida
- P. University of Florida
- Q. Audubon of Florida
- R. Audubon of North Carolina
- S. Audubon of South Carolina
- T. East Carolina University
- U. University of South Carolina

- V. North Carolina Agricultural and Technical State University
- W. Towson University
- X. University of South Florida
- Y. Southern Forest Research Partnership

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

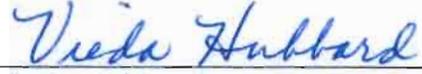
A. Bureau of Land Management



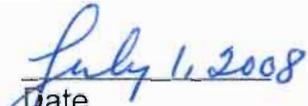
Juan Palma
State Director, Eastern States



Date



Vieda Hubbard
Grants & Agreements Specialist



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Fish and Wildlife Service



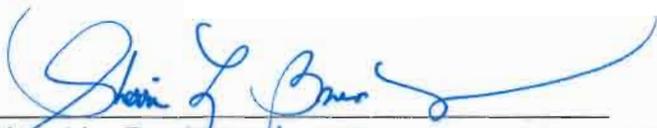
[Print Name]: DON CALDER
[Print Title]:

6-12-08
Date

~~Chief, Contracting & Grant Services Division~~

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. U.S. Geological Survey



Sherri Ly Bredesen
Contracting Officer



Date

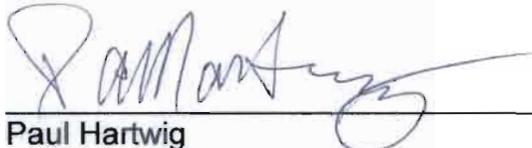
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. National Park Service

John

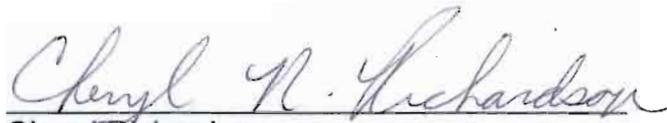

David Vela
Regional Director

Date 6/26/08



Paul Hartwig
Associate Regional Director

Date 6/23/08



Cheryl Richardson
Contracting Officer

Date 6/25/08

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

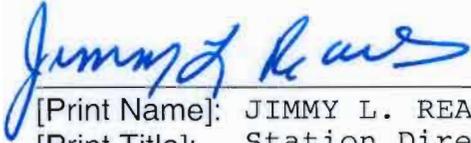
~~E. USDA Agricultural Research Service~~ (withdrawn)

{Print Name}:
{Print Title}:

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. USDA Forest Service Southern Research Station



[Print Name]: JIMMY L. REAVES
[Print Title]: Station Director

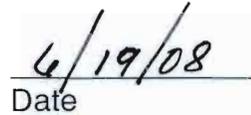


Date

The authority and format of this instrument has been reviewed and approved for signature.



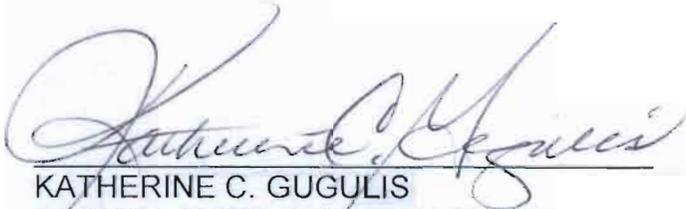
[Print Name]:
US Forest Service Agreements Coordinator
Southern Research Station



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

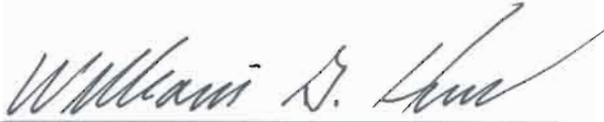
G. Natural Resources Conservation Service


KATHERINE C. GUGULIS
DEPUTY CHIEF FOR MANAGEMENT

7/1/08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. Department of Defense – Naval Hospital – Beaufort, SC



6/11/08
Date

[Print Name]: WILLIAM.G.HUNT
[Print Title]: ENVIRONMENTAL MANAGER

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. US Army Corps of Engineers-Civil Works

Michael G. Lee

[Print Name]: MICHAEL G. LEE

[Print Title]: GRANTS OFFICER

11 JUNE 2008

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. The University of Georgia Research Foundation, Inc.



[Print Name]: **Jacob Maas**
[Print Title]: **Grants Specialist**

6/16/08

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. Auburn University

Ralph Zee

Ralph H. Zee
Acting Associate Provost and Vice President for Research

06/17/08

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Clemson University



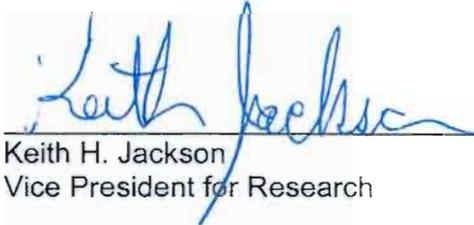
[Print Name]: Christian E. G. Przirembel
[Print Title]: Vice President for Research
and Economic Development



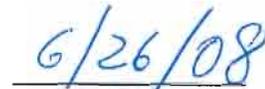
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. Florida Agricultural and Mechanical University



Keith H. Jackson
Vice President for Research



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. North Carolina State University



06/16/2008

[Print Name]: Matthew Ronning
[Print Title]: Associate Vice Chancellor

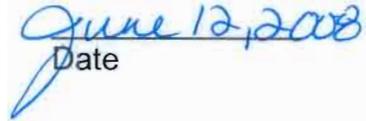
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ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. University of Central Florida



[Print Name]: Terri Vallery
[Print Title]: Contract Manager



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. University of Florida



[Print Name]:

Date

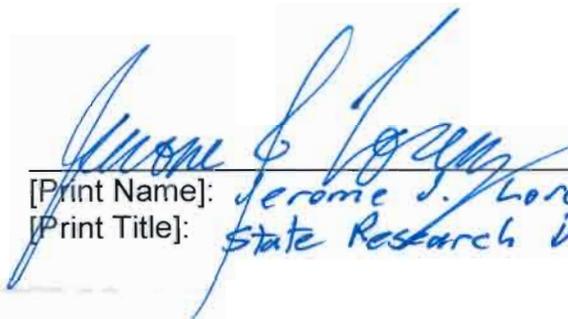
[Print Title]:

Brian Prindle
Associate Director of Research

University of Florida
Division of Sponsored Research
219 Grinter Hall, Box 115500
Gainesville, FL 32611

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. Audubon of Florida



[Print Name]: Jerome S. Lorenz
[Print Title]: State Research Director

26 JUN 08
Date

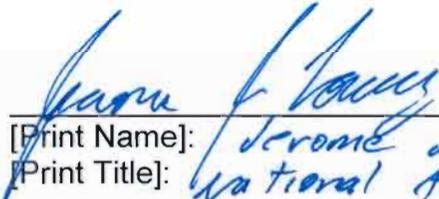
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. Audubon of North Carolina


[Print Name]: Jerome J. Lorenz 26 JUN 08
[Print Title]: National Audubon Society Representative Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

S. Audubon of South Carolina

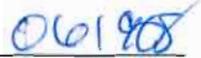

[Print Name]: Jerome J. Lorenz
[Print Title]: National Audubon Society Representative 26 JUN 08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. East Carolina University



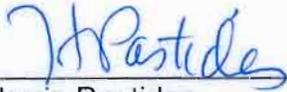
[Print Name]: Kathleen G. Hall
[Print Title]: Director, Office of Sponsored Programs



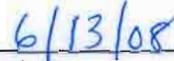
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

U. University of South Carolina



Harris Pastides
Vice President for Research and Health Sciences



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. North Carolina Agricultural and Technical State University



6/30/08

[Print Name]:

Date

[Print Title]:

**N. RADHAKRISHNAN Ph.D, PE.
VICE CHANCELLOR FOR RESEARCH
AND ECONOMIC DEVELOPMENT**

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. Towson University



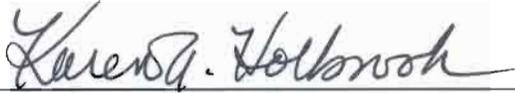
James P. Sheehan
Vice President, Administration and Finance/CFO



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

X. University of South Florida



Karen A. Holbrook, Ph.D.
Vice President for Research & Innovation

6/24/08

Date

APPROVED AS TO
FORM AND LEGALITY



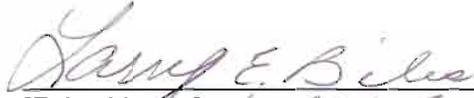
ATTORNEY - U.S.F.



Reviewed:
J.C. Gentilini

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Y. Southern Forest Research Partnership


[Print Name]: LARRY E. BILES
[Print Title]: DIRECTOR

6-16-2008
Date