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USFWS # 1448-40181-02-J-021
USGS # G10AC00710
NPS # H 5000-10-5040
NRCS # 68-3A75-11-11
USACE-CW # W912HZ-07-2-0002

SOUTH FLORIDA – CARIBBEAN COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE AGREEMENT

between

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

U.S. DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service

U.S. DEPARTMENT OF THE ARMY
U.S. Army Corps of Engineers – Civil Works

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

and

UNIVERSITY OF MIAMI (HOST)
Barry University
Florida Atlantic University
The Florida International University Board of Trustees
Nova Southeastern University
University of Florida
University of North Carolina – Wilmington
University of Puerto Rico
University of the Virgin Islands
National Audubon Society, Inc. – Audubon of Florida
Institute for Regional Conservation
Florida Institute of Technology
Everglades Foundation
University of South Florida

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, Natural Resources Conservation Service, U.S. Army Corps of Engineers – Civil Works, and National Oceanic and Atmospheric Administration (hereinafter called Federal Agencies), and the University of Miami and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the South Florida – Caribbean Cooperative Ecosystem Studies Unit (CESU). This continuation of the South Florida – Caribbean 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 South Florida – Caribbean CESU is associated with a national network of CESUs.
- B. The objectives of the South Florida – Caribbean 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 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 USC 1701 et seq.). In accordance with 43 USC 1737(b), the BLM is authorized to enter into a cooperative agreement to continue the South Florida – Caribbean CESU to assist in providing research, technical assistance and education.
- D. 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 the Fish and

Wildlife Act of 1956 (16 USC 742f), the USFWS is authorized to enter into this cooperative agreement to continue the South Florida – Caribbean CESU to assist in providing research, technical assistance, and education.

- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 31 USC 6302 et seq., 16 USC 1a-2j, 16 USC 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into a cooperative agreement to continue the South Florida – Caribbean CESU to assist in providing research, technical assistance and education.
- F. 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 USC 1 et seq.). In accordance with 16 USC 1a-2j and 16 USC 5933, the NPS is authorized to enter into a cooperative agreement to continue the South Florida – Caribbean CESU to assist in providing research, technical assistance and education. The National Park Service is also authorized to enter into agreements which provide contributions by the recipient in furtherance of the project, Cost Share Agreements (16 USC 1f).
- 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 USC 6962a, NRCS is authorized to enter into this cooperative agreement continuing the South Florida – Caribbean CESU to assist in providing research, technical assistance and education.
- H. The U.S. 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 USC 2358, USACE-CW is authorized to enter into the cooperative agreement with the South Florida – Caribbean CESU enabling the USACE-CW to receive direct scientific support from regional CESU members under

agreement number # W912HZ-07-2-0002 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 USC 2323a and 10 USC 3036(d).

- I. The mission of the National Oceanic and Atmospheric Administration (hereafter NOAA) is to understand and predict changes in the Earth's environment and conserve and manage coastal and marine resources to meet our Nation's economic, social, and environmental needs. Authorities to participate in and conduct activities through the Cooperative Ecosystem Studies Units Network include 33 USC 883e, which gives NOAA the authority to enter into cooperative agreements with States, Federal Agencies, public or private organizations or individuals for authorized surveys or investigations and other specified purposes. In addition, under 16 USC 661, NOAA has the authority to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat, in controlling losses of the same from disease or other causes, in minimizing damages from overabundant species, among other things. NOAA also has the authority under 15 USC 2901 et seq., to enter into contracts, grants, or cooperative agreements for climate-related activities. Finally, the Coastal Zone Management Act at 16 USC 1451 et seq., grants NOAA the authority to coordinate with Federal Agencies and provide financial and technical assistance to states and territories to preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nation's coastal zone for this and succeeding generations, among other things. In accordance with the authorities listed above, NOAA is authorized to enter into this cooperative agreement continuing the South Florida – Caribbean CESU to assist in providing research, technical assistance and educational services.
- J. The University of Miami (hereinafter called Host University) is the largest private research university in the Southeast. The University comprises 14 schools and colleges located on four campuses, including the Coral Gables Campus, the School of Medicine Complex, the Rosenstiel School of Marine and Atmospheric Science Campus, and research facilities on South Campus. The University of Miami currently enrolls over 13,600 students in approximately 100 undergraduate, 85 master's, and 55 doctoral and professional areas of study. The Rosenstiel School is the campus with the mission to conduct high quality and policy relevant basic and applied research in the marine, atmospheric, and environmental sciences and disseminate the results of this research; provide graduate education and research training, and undergraduate education in the marine atmospheric and environmental sciences; and inform the public via pre-college, continuing education, and other outreach programs.
- K. The partner institutions to the Host University include the Barry University, Florida Atlantic University, The Florida International University Board of Trustees, Nova Southeastern University, University of Florida, University of North Carolina – Wilmington, University of Puerto Rico, University of the Virgin Islands, National Audubon Society, Inc. – Audubon of Florida, Institute for Regional Conservation,

Florida Institute of Technology, Everglades Foundation, and University of South Florida (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 South Florida – Caribbean CESU objectives and to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the South Florida – Caribbean 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, recombinant DNA, infectious agents or radioactive substances, as well as other polices generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the Agreement; and
10. Be individually responsible for their agency's role in administering the Agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Continue, in consultation with the Federal Agencies and Partner Institutions, the South Florida – Caribbean CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the South Florida – Caribbean CESU objectives;
3. Allow and encourage its faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the South Florida – Caribbean CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for South Florida – Caribbean CESU Federal Agency staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for South Florida – Caribbean CESU Federal Agency staff to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the South Florida – Caribbean CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a South Florida – Caribbean 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 South Florida – Caribbean 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 South Florida – Caribbean 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 South Florida – Caribbean CESU.

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

1. Maintain the South Florida – Caribbean CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a current South Florida – Caribbean CESU role and mission statement;
3. Operate under a current multi-year strategic plan;
4. Issue individual funding documents under this Agreement, in accordance with each Federal Agency's respective procedures, that include a specific "scope of work" statement and a brief explanation of the following:
 - (a) the proposed work;
 - (b) the project contribution to the objectives of the CESU;
 - (c) the methodology of the project;
 - (d) the substantial involvement of each party;
 - (e) the project budget and schedule;
 - (f) the specific project outputs or products;

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

5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement;
6. Follow OMB Circulars: A-21, "Cost Principles for Educational Institutions," as codified at 2 CFR 220; A-87, "Cost Principles for State, Local, and Indian Tribal Governments;" as codified at 2 CFR Part 225; A-102, "Grants and Cooperative Agreements with State and Local Governments;" A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher

Education, Hospitals and Other Non-Profit Organizations,” as codified at 2 CFR Part 215; A-122, “Cost Principles for Non-Profit Organizations;” as codified at 2 CFR Part 230; A-133, “Audits of States, Local Governments and Non-Profit Organizations;” as appropriate; and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works), and these documents are incorporated into this Agreement by reference.

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be 06 October 2010. Parties will have until 06 October 2010 to sign this Agreement and thereby express their intent to continue participation in the South Florida – Caribbean CESU; parties that do not sign this Agreement by 06 October 2010 will not be participants in the South Florida – Caribbean CESU.
- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the South Florida – Caribbean CESU.
- C. Amendments to the Agreement
 - 1. For the purposes of this Agreement, amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III. C.2. (below).
 - 2. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.
- D. For the purposes of this Agreement, modifications or task agreements are specific two-party agreements between one of the Federal Agencies and the Host University

and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.

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

ARTICLE IV. KEY OFFICIALS

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

A.1. Bureau of Land Management

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A.5. Natural Resources Conservation Service

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A.6. U.S. Army Corps of Engineers – Civil Works

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B. The technical representative for the Host University, University of Miami, is:

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C. The technical representatives for the Partner Institutions are:

C.1. Barry University

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C.2. Florida Atlantic University Board of Trustees

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C.3. The Florida International University Board of Trustees

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C.8. University of the Virgin Islands

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C.9. National Audubon Society, Inc. – Audubon of Florida

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C.10. The Institute for Regional Conservation

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C.11. Florida Institute of Technology

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C.12. Everglades Foundation

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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. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.
- B. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, as appropriate, and the related federal agency regulations, as applicable, specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 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 or task agreements.
 - 1. One 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 705 of P.L. 111-8.

2. 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 or task agreements to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification or task agreement.
- 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, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of South Florida – Caribbean 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 this Agreement.
- C. A current role and mission statement for the South Florida – Caribbean CESU will be agreed to and maintained by all South Florida – Caribbean CESU cooperators. Copies of the role and mission statement will be available to all parties to this Agreement.
- D. Annual work plans will be developed to guide the specific activities of the South Florida – Caribbean CESU and will:

1. Describe the South Florida – Caribbean 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 South Florida – Caribbean 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 South Florida – Caribbean CESU. Copies of the strategic plan will be available to all parties to this Agreement.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

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

ARTICLE IX. TERMINATION

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

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with applicable requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 USC § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat.

394; 29 USC § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC § 6101 et seq.); and with all other applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.

2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 USC 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 USC 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 U.S. Forest Service), Host University, and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their

respective employees, acting within the scope of their employment, to the fullest extent permitted by their respective applicable laws, including laws concerning self-insurance.

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

7. TRAFFICKING VICTIMS PROTECTION:

This Agreement and its subsequent modifications and task agreements are subject to requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); now located at 2 CFR Part 175:

Trafficking in Persons.

(a) Provisions applicable to a recipient that is a private entity.

- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

- (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --
 - i. Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

(b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- (1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or

- (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

(c) Provisions applicable to any recipient.

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(d) Definitions. For purposes of this award term:

- (1) “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- (3) "Private entity":
- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.

- (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

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

Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (<http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Award recipients shall adopt and enforce policies that immediately ban text messaging while driving company-owned or-rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

9. CENTRAL CONTRACTOR REGISTRATION AND DATA UNIVERSAL NUMBERING SYSTEM (2 CFR Part 25): 2 CFR Part 170 requires each applicant, as well as recipients and their direct subrecipients, other than individuals, that does not have an exception under 2 CFR §25.110, to:

- (1) Be registered in the Central Contractor Registration (CCR) database prior to submitting an application or plan;
- (2) Maintain an active CCR registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency; and
- (3) Provide its Dun and Bradstreet Data Universal Numbering System (DUNS) number in each application or plan it submits to the agency.

10. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR Part 170): 2 CFR Part 170 requires each entity that applies, and does not have an exception under 2 CFR §170.110(b), to ensure they have the necessary

processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, should they receive funding.

SPECIAL PROVISIONS:

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

ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE

The following are to be incorporated into this Agreement:

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

ARTICLE XII. ATTACHMENTS

The following documents are attached:

ATTACHMENT 1 – Request for Advance or Reimbursement, SF 270

ATTACHMENT 2 – Federal Financial Report, SF 425

ATTACHMENT 3 – ACH Payment, SF3881

ATTACHMENT 4 – Example Modification Template

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this amendment:

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. Natural Resources Conservation Service

U.S. DEPARTMENT OF THE ARMY

- F. U.S. Army Corps of Engineers – Civil Works

U.S. DEPARTMENT OF COMMERCE

- G. National Oceanic and Atmospheric Administration

H. UNIVERSITY OF MIAMI (HOST)

- I. Barry University
- J. Florida Atlantic University
- K. The Florida International University Board of Trustees
- L. Nova Southeastern University
- M. University of Florida
- N. University of North Carolina – Wilmington
- O. University of Puerto Rico
- P. University of the Virgin Islands
- Q. National Audubon Society, Inc. – Audubon of Florida
- R. The Institute for Regional Conservation
- S. Florida Institute of Technology
- T. Everglades Foundation
- U. University of South Florida

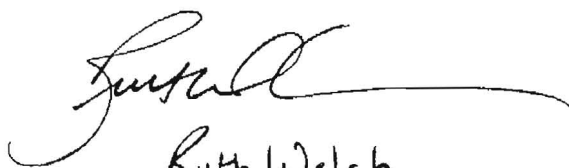
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management



[Print Name]: Velvete Clayton
[Print Title]: Procurement Analyst

11/12/10
Date


Ruth Welch
Acting State Director, Eastern States
Bureau of Land Management

11/12/10

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Fish and Wildlife Service




Don Calder
Chief, Division of Contracting and Grant Services
US Fish and Wildlife Service, Southeast Region
1875 Century Blvd., Suite 310
Atlanta, GA 30345

10-7-10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. U.S. Geological Survey

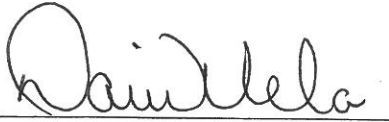


Sherri Ly Bredesen
Contracting Officer

09/16/10
Date/

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. National Park Service

A handwritten signature in cursive script, appearing to read "David Vela", written over a horizontal line.

David Vela
Regional Director
Southeast Region

10-6-10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. Natural Resources Conservation Service

Curtis Wilburn, Jr.

[Print Name]:
[Print Title]:

10/2/10

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

Michael D. Lee

[Print Name]:
[Print Title]:

9/29/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. National Oceanic and Atmospheric Administration



12/14/10

[Print Name]: Gary Reisner

Date

[Print Title]: Director, Management and Budget Office
National Marine Fisheries Service
National Oceanic and Atmospheric Administration

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. University of Miami

A handwritten signature in blue ink, appearing to read "Ravi Kumar", written over a horizontal line.

[Print Name]:
[Print Title]:

10-6-2010
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. Barry University

LINDA M. PETERSON, PROVOST

Linda M. Peterson, Ph. D.

[Print Name]:

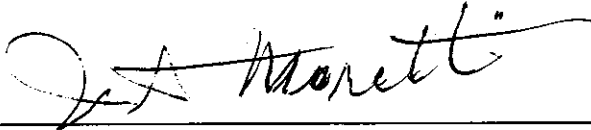
[Print Title]:

10/6/10

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. Florida Atlantic University **Florida Atlantic University**
Board of Trustees



10-12-10

[Print Name]:

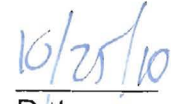
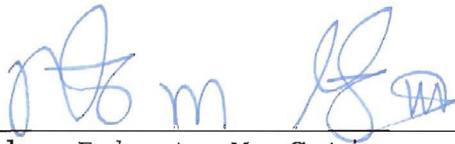
Date

[Print Title]:

JoAnn Moretti
Director
Sponsored Programs
Florida Atlantic University

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. The Florida International University Board of Trustees

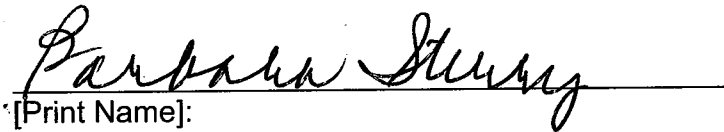


[Print Name]: Roberto M. Gutierrez
[Print Title]: Director, Pre-Award
Division of Research

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

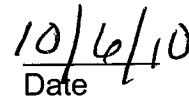
L. Nova Southeastern University



[Print Name]:

[Print Title]:

**Barbara Sterry
Executive Director
Office of Grants and Contracts**


Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. University of Florida



10/13/10

[Print Name]:

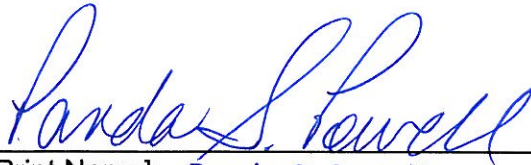
[Print Title]:

Brian Prindle
Associate Director of Research

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. University of North Carolina - Wilmington

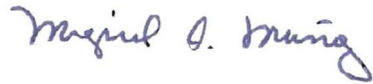


[Print Name]: Panda S. Powell
[Print Title]: Director, Sponsored Programs

9/10/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. University of Puerto Rico



Miguel A. Muñoz

[Print Name]:

[Print Title]:

10/6/2010
Date

L

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. University of the Virgin Islands



[Print Name]: Dr. David Hall
[Print Title]: President

10/6/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. The National Audubon Society, Inc. – Audubon of Florida




[Print Name]:
[Print Title]:

22 SEP 10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. The Institute for Regional Conservation



[Print Name]: Keith A. Bradley
[Print Title]: Assistant Director

1/3/11
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

S. Florida Institute of Technology

[Print Name]: **John P. Politano, Jr.**
[Print Title]: **Asst. Vice Provost for Research**

9/15/2010
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. Everglades Foundation

Stanley A. Boynton

[Print Name]:

[Print Title]:

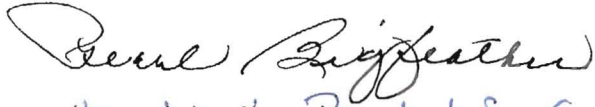
Vice President, Everglades Foundation

28 Sep 2010

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

U. University of South Florida



Associate Vice President for Sponsored Research

[Print Name]:

[Print Title]:

& Finance

9/28/10
Date

APPROVED AS TO
FORM AND LEGALITY

Hilary Black
ATTORNEY - U.S.F.