BLM # PAA007027 USFWS # 1448-40181-02-J-021 USGS # 05HQAG0099 NPS # H 5000 06 5040 NRCS # 68-3A75-4-73

### SOUTH FLORIDA – CARIBBEAN COOPERATIVE ECOSYSTEM STUDIES UNIT

### **COOPERATIVE AGREEMENT**

between

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

DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service

and

UNIVERSITY OF MIAMI (HOST)

Barry University

Florida A&M University

Florida International University

Nova Southeastern University

University of Florida

University of Puerto Rico

University of the Virgin Islands

Audubon of Florida

ARTICLE I.

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, and Natural Resources Conservation Service (hereinafter called Federal Agencies), and the University of Miami and its partner institutions is a continuation for a five (5) year term of the operation and maintenance of the South Florida – Caribbean Cooperative Ecosystem Studies Unit (CESU). This continuation

**BACKGROUND AND OBJECTIVES** 

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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 CESU are to:
  - Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
  - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
  - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into this cooperative agreement to continue the 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 16 U.S.C. 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 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 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 wild life therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2(j) and 16 U.S.C. 5933, the NPS is authorized to enter into this cooperative agreement to continue the South Florida Caribbean 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 to continue the South Florida Caribbean CESU to assist in providing research, technical assistance and education.
- H. 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.
- I. The partner institutions to the Host University include Barry University, Florida A&M University, Florida Atlantic University, Florida International University, Nova Southeastern University, University of Florida, University of North Carolina Wilmington, University of Puerto Rico, University of the Virgin Islands, and Audubon of 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 Agency's authorizing legislation;
- 3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
- 4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty and/or staff, as appropriate:
- 5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
- 6. Make available managers to serve on the 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 and/or human subjects, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
- 8. Ensure its employees follow the Code of Ethics for Government Employees;
- 9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to this agreement; and
- 10. Be individually responsible for their agency's role in administering this agreement, transferring funds, and supervision of agency employees, as appropriate.

### B. The Host University agrees to:

- 1. Continue, in consultation with the Federal Agencies and Partner Institutions, the 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 faculty and staff 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 to CESU Federal Agency employees duty-stationed at the Host University normal access to university facilities at the Rosenstiel School of Marine and Atmospheric Science, including but not limited to the library, mail room, physical plant, electronics, machine shop and computer facilities on the same basis or cost as other faculty members of the Host University to the extent allowable under state laws and regulations. Access to additional facilities can be provided by mutual consent of the Federal Agencies and the Host University;
- 6. Provide to CESU Federal Agency employees duty-stationed at the Host University suitable office space, furniture, laboratory space, utilities, computer network access and basic telephone service at the Rosenstiel School of Marine and Atmospheric Science, as appropriate and available;



- 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 and/or staff to participate in the program as appropriate;
- 2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
- 3. Encourage students and employees to participate in the activities of the CESU.

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

- 1. Maintain the South Florida Caribbean CESU closely following the mission and goals of the CESU Network as described in the CESU Network Strategic Plan FY2004-2008, adapting key elements to local and regional needs, as appropriate;
- 2. Maintain a current South Florida Caribbean CESU role and mission statement;
- 3. Operate under a current multi-year strategic plan;
- 4. Issue written modifications (defined in Article III.D.), as appropriate, to this agreement that are in accordance with their respective policies and procedures and include a specific "scope of work" statement and a brief explanation of the following:
  - a) the proposed work and what is being modified in this agreement;
  - b) the project contribution to the objectives of the CESU;
  - c) the methodology of the project;
  - d) the substantial involvement of each party;
  - e) the project budget and schedule:
  - f) the specific deliverables;
- Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
- 6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and these documents are incorporated into this agreement by reference.



### ARTICLE III. TERM OF AGREEMENT

- A. This agreement shall continue for a period of five (5) years from the effective date. The effective date of this agreement shall be 6 October 2005. Parties will have until 5 October 2005 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 5 October 2005 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 five (5) year period, can be entered into to continue the activities of the South Florida Caribbean CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to this agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.
  - 1. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this agreement, each Partner Institution and Federal Agency currently participating in this agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to this agreement and the Host University shall sign the amendment.
- D. For the purposes of this agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.
- F. The expiration of this agreement will not affect the validity or duration of projects which have been initiated under this agreement prior to such expiration.

### ARTICLE IV. KEY OFFICIALS

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



### 1. Bureau of Land Management

Geoffrey Walsh
Bureau of Land Management
Mail Stop ES-910
7450 Boston Boulevard
Springfield, VA 22153-3121
Phone: (703) 440-1668
Fax: (703) 440-1551
gwalsh@es.blm.gov

Geoffrey Walsh@es.blm.gov

### 2. U.S. Fish and Wildlife Service

Cindy Shulz
Endangered Species Program Supervisor
U.S. Fish and Wildlife Service
South Florida Ecological Services Field Office
1339 20<sup>th</sup> Street
Vero Beach, FL 32960
(772) 562-3909, ext. 305 (phone)
(772) 562-4288 (fax)
cindy schulz@fws.gov

Keith Taniguchi (backup)
Coordinator, Terrestrial Carbon Sequestration Program
U. S. Fish and Wildlife Service
Southeast Regional Office
Division of Migratory Birds and State Programs
1875 Century Blvld., Suite 240
Atlanta, GA 30345-3319
(404) 679-7180 (phone)
(404) 679-4180 (fax)
keith\_taniguchi@fws.gov

### 3. U.S. Geological Survey

Dr. Nicholas A. Funicelli USGS--Biological Resources Division 7920 NW 71st Street Gainesville, FL 32653 (352) 378-8181 x347 (phone) (352) 378-4956 (fax) nick funicelli@usgs.gov

### 4. National Park Service

Dr. Carol B. Daniels National Park Service University of Miami



Rosenstiel School of Marine and Atmospheric Science 4600 Rickenbacker Causeway Miami, FL 33149 (305) 421-4904 (phone) (305) 421-4632 (fax) carol\_daniels@nps.gov

John Yancy

Associate Regional Director, Natural Resource Stewardship and Science National Park Service
Southeast Region
1924 Building
100 Alabama Street, S.W.
Atlanta, GA 30303
(404) 562-3279 (phone)
(404) 562-3263 (fax)
John\_Yancy@nps.gov

5. Natural Resources Conservation Service

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

B. The technical representative for the Host University is:

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Dr. Peter K. Swart
Professor
Division of Marine Geology and Geophysics
Rosenstiel School of Marine and Atmospheric Science
University of Miami
4600 Rickenbacker Causeway
Miami, FL 33149
(305) 421-4103
pswart@rsmas.miami.edu

C. The technical representatives for the Partner Institutions are:

### 1. Barry University

Dr. Jeremy Montague Professor School of Natural and Health Science Barry University 11300 NE 2nd Avenue Miami Shores, FL 33161-6695 (305) 899-3218 (phone) jmontague@mail.barry.edu

### 2. Florida A&M University

Dr. Dreamal Worthen
Associate Professor
College of Engineering Sciences, Technology and Agriculture
116 Perry-Paige Hall
Florida A&M University
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(850) 599-3440 (phone)
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Helen.Worthen@famu.edu

Dr. Richard D. Gragg, III
Associate Director & Assoc. Professor
Environmental Sciences Institute
Florida A&M University
Science Research Center, 305D
Tallahassee, FL 32307
(850) 561-8549 (phone)
(850) 561-2248 (fax)

### 3. Florida Atlantic University

Dr. John C. Volin
Director of Environmental Sciences
Florida Atlantic University
Division of Science
2912 College Avenue
Davie, Florida 33314
(954) 236-1115 (phone)
(954) 236-1150 (fax)
jvolin@fau.edu

Dr. Gerald N. Goldberger (authorized signatory)
Assistant Vice President / Directory
Office of Sponsored Research
Florida Atlantic University
777 Glades Road



Boca Raton, FL 33431 (561) 297-2310 (phone) ggoldber@fau.edu

### 4. Florida International University

Dr. James W. Fourqurean, Chair Department of Biological Sciences Florida International University 1200 SW 8th Street Miami, FL 33199 (305) 348-4084 (phone) (305) 348-1986 (fax) fourqure@fiu.edu

Dr. Rudolf Jaffé, Director Southeast Environmental Research Center and Professor, Department of Chemistry Florida International University OE-148, University Park Campus Miami, Florida 33199 (305) 348-2456 (phone) (305) 348-4096 (fax) jaffer@fiu.edu

### 5. Nova Southeastern University

Dr. Richard E. Dodge Professor and Dean Oceanographic Center Nova Southeastern University 8000 North Ocean Drive Dania Beach, FL 33004 (954) 262-3651 (phone) dodge@nova.edu

### 6. University of Florida

Dr. Frank J. Mazzotti
Associate Professor
Ft. Lauderdale Research and Education Center
University of Florida
3205 College Avenue
Davie, FL, 33314-7719
(954) 577-6304 (phone)
fjma@ifas.ufl.edu

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### 7. University of North Carolina Wilmington

Dr. Alina M. Szmant
Professor of Marine Biology
Center for Marine Science
University of North Carolina Wilmington
5600 Marvin K. Moss Lane
Wilmington, NC 28409
(910) 962-2362 (phone)
szmanta@uncw.edu

### 8. University of Puerto Rico

Duane A. Kolterman, Ph.D.
Department of Biology
University of Puerto Rico, Mayagüez Campus
P.O. Box 9010
Mayagüez, PR 00681-9010
(787) 832-4040 ext. 2269 (phone)
(787) 265-3837 (fax)
dkolterman@uprm.edu

### 9. University of the Virgin Islands

Dr. Richard S. Nemeth, Director Center for Marine and Environmental Studies William P. MacLean Marine Science Center University of the Virgin Islands 2 John Brewers Bay St. Thomas, U.S. Virgin Islands 00802 (340) 693-1380 (phone) (340) 693-1385 (fax) rnemeth@uvi.edu

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### 10. Audubon of Florida

Dr. Jerry Lorenz
State Science Director
Audubon Society's Tavernier Science Center
115 Indian Mound Trail
Tavernier, FL 33070
(305) 852-5318 (phone)
(305) 852-8012 (fax)
jlorenz@audubon.org

### ARTICLE V. AWARD

A. Payments made by the Federal Agencies for work covered by all modifications to this agreement will be in accordance with OMB Circulars A-21, A-87, A-110, A-102,

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- A-122, A-133, as appropriate, and specifically, 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).
- B. A 17.5% indirect cost rate of total direct costs will be paid on work covered by all modifications to this agreement. An exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of P.L. 108-199. In accordance with individual Federal Agency policies, indirect costs may be used to satisfy Federal Agency cost-sharing requirements.
- C. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to this agreement.
- D. Award of additional funds or in-kind resources will be made through modifications to this agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to this agreement shall be kept on file with the Host University.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

### ARTICLE VI. PRIOR APPROVAL

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

### ARTICLE VII. REPORTS AND/OR DELIVERABLES

- H.
- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of South Florida Caribbean CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to this agreement.
- C. A current role and mission statement will be maintained and agreed to by all South Florida Caribbean CESU cooperators.
- 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.

### ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

### ARTICLE IX. TERMINATION

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture). Any party to this agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

### ARTICLE X. REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

- 1. NON-DISCRIMINATION: All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion or sex in providing of facilities and service to the public.
- 2. CONSISTENCY WITH PUBLIC LAWS: Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to this agreement.
- 3. APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 4. OFFICIALS NOT TO BENEFIT: No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon. The



provisions of this section shall not apply to any contracts or agreements heretofore or hereafter entered into under the Agricultural Adjustment Act (7 U.S.C. 601 et seq.), the Federal Farm Loan Act, the Emergency Farm Mortgage Act of 1933, the Federal Farm Mortgage Corporation Act, the Farm Credit Act of 1933, and the Home Owners' Loan Act of 1933 (12 U.S.C. 1461 et seq.), and shall not apply to contracts or agreements of a kind which the Secretary of Agriculture may entire into with farmers: Provided, That such exemption shall be made a matter of public record.

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

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

### 6. LIABILITY PROVISION:

### Governmental Parties

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

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

### Non-governmental Parties

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



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

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

### **B. SPECIAL PROVISIONS:**

- 1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the 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.

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### ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE

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

### ARTICLE XII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

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

### U.S. DEPARTMENT OF AGRICULTURE

- E. Natural Resources Conservation Service
- F. UNIVERSITY OF MIAMI
- G. Barry University
- H. Florida A&M University
- I. Florida Atlantic University
- J. Florida International University
- K. Nova Southeastern University
- L. University of Florida
- M. University of North Carolina Wilmington
- M. University of North Caroll

  A.

  N. University of Puerto Rico
  - O. University of the Virgin Islands
  - P. Audubon of Florida



### ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

N. University of Pyerto Rico

Dr. Jorge Ivan Vélez Arocho, Chancellor

[Print Name]: [Print Title]:

# ARTICLE XII. AUTHORIZING SIGNATURES (cont.) A. Bureau of Land Management [Print Name]: Date [Print Title]:

ARTICLE AII.	AUTHORIZING SIGNATURES (COIL.)	
B. U.S. Fish an	nd Wildlife Service	
[Print Name]: [Print Title]:		Date
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# ARTICLE XII. AUTHORIZING SIGNATURES (cont.) C. U.S. Geological Survey [Print Name]: Date [Print Title]:

# ARTICLE XII. AUTHORIZING SIGNATURES (cont.) D. National Park Service [Print Name]: Date [Print Title]:

### ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

E. Natural Resources Conservation Service	
Dwight Holman Deputy Chief for Management	Date

# ARTICLE XII. AUTHORIZING SIGNATURES (cont.) F. University of Miami [Print Name]: Date [Print Title]:

# ARTICLE XII. AUTHORIZING SIGNATURES (cont.) G. Barry University [Print Name]: Date [Print Title]:

# ARTICLE XII. AUTHORIZING SIGNATURES (cont.) H. Florida A&M University [Print Name]: [Print Title]:

### ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

I. Florida Atlantic University	
Gerald N. Goldberger, Ph.D. Assistant Vice President	Date
Office of Sponsored Research	

### ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

J. Florida International University	
Dr. George E. Dambach	 Date
Vice President for Research	Date
Office of Sponsored Research Administration	

# ARTICLE XII. AUTHORIZING SIGNATURES (cont.) K. Nova Southeastern University [Print Name]: Date [Print Title]:

### ARTICLE XII. AUTHORIZING SIGNATURES (cont.) L. University of Florida Brian Pindle Date

Brian Pindle
Associate Director
Division of Sponsored Research

# ARTICLE XII. AUTHORIZING SIGNATURES (cont.) M. University of North Carolina – Wilmington [Print Name]: [Print Title]:

# O. University of the Virgin Islands [Print Name]: [Print Title]: Date

# ARTICLE XII. AUTHORIZING SIGNATURES (cont.) P. Audubon of Florida [Print Name]: [Print Title]: