

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 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**

**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, 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

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

### **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 Schulz  
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 Blvd., 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:

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

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

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
  
10. National Audubon Society, Inc./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,

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**

- 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 enter into with farmers: Provided, That such exemption shall be made a matter of public record.

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

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

6. **LIABILITY PROVISION:**

Governmental Parties

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

To the extent work by governmental parties is to be performed through 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.

Non-governmental Parties

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

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

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

**B. SPECIAL PROVISIONS:**

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

**ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE**

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

**I. Florida Atlantic University**

**J. The Florida International University Board of Trustees**

**K. Nova Southeastern University**

**L. University of Florida**

**M. University of North Carolina – Wilmington**

**N. University of Puerto Rico**

**O. University of the Virgin Islands**

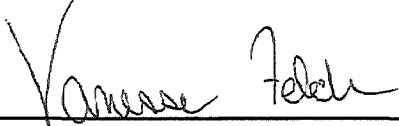
**P. National Audubon Society, Inc./Audubon of Florida**





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

A. Bureau of Land Management



\_\_\_\_\_  
[Print Name]:  
[Print Title]:

9/8/05  
\_\_\_\_\_  
Date

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

B. U.S. Fish and Wildlife Service



\_\_\_\_\_  
[Print Name]:


[Print Title]:

**Donald H. Calder  
Deputy Chief/Procurement Analyst**

August 9, 2005  
Date

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

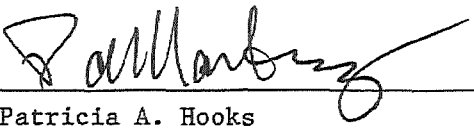
C. U.S. Geological Survey

  
\_\_\_\_\_  
[Print Name]: Sheri Ly Bledsoe  
[Print Title]: Contracting Officer

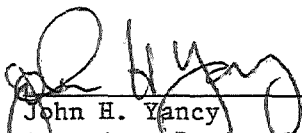
  
\_\_\_\_\_  
Date

ARTICLE XII. AUTHORIZING SIGNATURES (cont.)

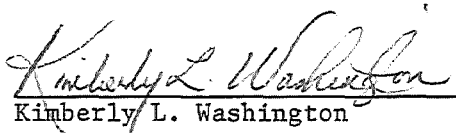
D. National Park Service

FOR   
\_\_\_\_\_  
Patricia A. Hooks  
Regional Director  
Southeast Region

8-12-05  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John H. Yancy  
Associate Regional Director  
Natural Resource Stewardship & Science  
Southeast Region

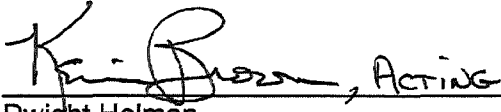
Aug 12 2005  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kimberly L. Washington  
Contracting Officer  
Southeast Region

Aug 15, 2005  
\_\_\_\_\_  
Date

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

**E. Natural Resources Conservation Service**

  
\_\_\_\_\_  
Dwight Holman  
Deputy Chief for Management

8/10/05  
Date

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

F. University of Miami

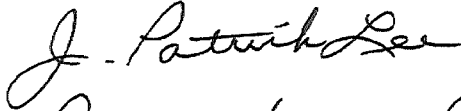


Norman H. Altman, V.M.D.  
Vice Provost for Research

8/10/05  
Date

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

G. Barry University



J. PATRICK LEE, PROVOST

[Print Name]:  
[Print Title]:

09/14/05  
Date

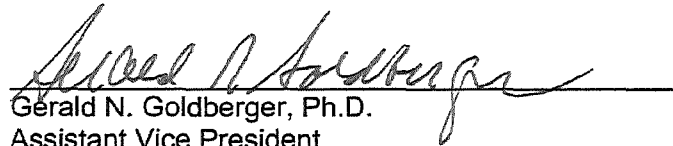


**ARTICLE XII. AUTHORIZING SIGNATURES (cont.)**

*[blank page]*

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

I. Florida Atlantic University

  
Gerald N. Goldberger, Ph.D.  
Assistant Vice President  
Office of Sponsored Research

9/15/05  
Date

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

**The**  
**J. / Florida International University Board of Trustees**



---

Dr. George E. Dambach  
Vice President for Research  
Office of Sponsored Research Administration

*23 August*  

---

Date *2005*

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

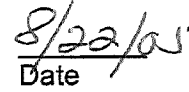
K. Nova Southeastern University

Handwritten signature of Barbara Sterry in cursive script, written over a horizontal line.

[Print Name]:

[Print Title]:

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

Handwritten date 8/22/05 in cursive script.

Date

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

L. University of Florida



---

Brian Pindle  
Associate Director  
Division of Sponsored Research

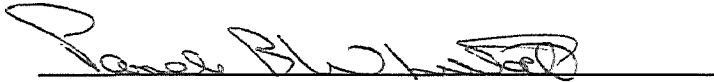


---

Date

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

M. University of North Carolina – Wilmington



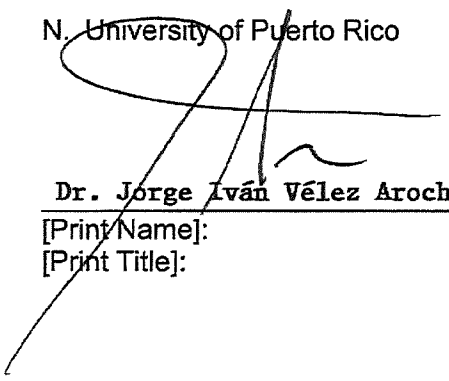
[Print Name]:  
[Print Title]:

8/15/05  
Date

**Pamela B. Whitlock**  
**Director, Sponsored Programs**

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

N. University of Puerto Rico

  
Dr. Jorge Iván Vélez Arocho, Chancellor


[Print Name]:

[Print Title]:

August, 2005  
Date

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

O. University of the Virgin Islands



---

[Print Name]: LaVerne E. Ragster, Ph.D.  
[Print Title]: President

9/1/2005  
Date



National Audubon Society, Inc. /

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

P. Audubon of Florida



[Print Name]: Monique Quinn  
[Print Title]: Chief Financial Officer

9/2/08  
Date