BLM # BAA033001
USBR# 3FC810873
USGS-BRD # 03HQAG0012
NPS # H8C07030001
USDA FS # 03-JV-11272150-307
NASA # NCC2-1403

CALIFORNIAN
COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE and JOINT VENTURE AGREEMENT

between

DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Bureau of Reclamation
U.S. Geological Survey–Biological Resources Division
National Park Service

DEPARTMENT OF AGRICULTURE
U.S. Forest Service

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

and

UNIVERSITY OF CALIFORNIA (HOST)
(UC-Berkeley, UC-Davis, UC-Irvine, UC-Los Angeles, UC-Merced, UC-Riverside, UC-San Diego, UC-Santa Barbara, UC-Santa Cruz)

San Francisco State University
California State University, Fresno
California State University, Los Angeles

ARTICLE I - BACKGROUND AND OBJECTIVES

A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, Bureau of Reclamation, U.S. Geological Survey–Biological Resources Division, National Park Service, U.S.D.A. Forest Service, and National Aeronautics and Space Administration (hereinafter called Federal Agencies), and the University of California and its partner institutions is to

establish and maintain the Californian Cooperative Ecosystem Studies Unit (CESU). The Californian CESU is associated with a national network of CESUs.

B. The objectives of the Californian Cooperative Ecosystem Studies Unit are to:

Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;

Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and

Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.

C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to establish the Californian CESU to assist in providing research, technical assistance and education.

D. The Bureau of Reclamation (hereinafter called USBR) manages, develops, and protects water and related resources in an environmentally and economically sound manner in the interest of the American public (43 U.S.C. Chapter 12). USBR is authorized to enter into certain cooperative agreements in accordance with the authority delegated in 255 DM 14.1, which states, "The Commissioner, Bureau of Reclamation, is delegated so much of the authority of the Secretary under the Fish and Wildlife Coordination Act, 16 U.S.C. 661 et seq., as is necessary to provide assistance, through grants or cooperative agreements, to public or private organizations for the improvement of fish and wildlife habitat associated with water systems or water supplies affected by Reclamation projects." The following types of agreements as they relate to fish and wildlife habitat associated with water systems or water supplies affected by Reclamation projects are authorized, especially as they relate to State-Federal cooperation and coordination: protection, maintenance, and development of fish and wildlife habitat; fish and wildlife reintroduction and propagation; research and other field study programs including those involving the taking or possession of fish and wildlife; fish and wildlife resource inventories and data collection; education programs; toxicity/mortality investigations and monitoring;

animal damage management; endangered and threatened species; habitat preservation; management activities involving fish and wildlife; and disposition of fish and wildlife taken in conjunction with the activities listed herein. In accordance with this authority, the USBR is authorized to enter into a cooperative agreement to establish the Californian CESU to assist in providing research, technical assistance and education.

E. The U.S. Geological Survey–Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C.1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish the Californian 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 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the Californian CESU to assist in providing research, technical assistance and education.

G. The U.S.D.A. Forest Service (hereinafter called USDA FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 (b) the USDA FS is authorized to enter into a joint venture agreement to establish the Californian CESU to assist in providing research, technical assistance, and education.

H. Among the National Aeronautics and Space Administration's (hereinafter called NASA) missions is the utilization of aeronautical and space activities for scientific purposes, encompassing research designed to expand knowledge of the Earth, its resources, and the effects of climatic change on the transformation of its ecological systems. In addition, NASA is responsible for the environmental stewardship of the land, water, and wildlife resources under its control. In accordance with Section 203(c) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. 2473(c), NASA is authorized to enter into a cooperative agreement to establish the Californian CESU to assist in providing research, technical assistance and education.

I. The University of California (hereinafter called Host University) participates in the Californian CESU through its nine campuses (Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, Santa Barbara, Santa Cruz). The University of California, Berkeley is the administrative lead for the Host University. The University

of California is an educator of students. Equally important, however, has been the University's role as a problem solver. From its earliest days, the University of California has been the public's resource in addressing the pressing issues and challenges of the day and of the future. The public has rightly expected UC to make a difference through its wealth of knowledge, its resources for analysis and research, and its capacity for innovation. Since its inception in 1868, the University has made a profound difference in the lives of all Californians by providing real world solutions to the state's most pressing needs. As the needs and problems of an increasingly diverse state become more sophisticated and complex, the dedicated men and women of UC continue turning their research into real world solutions.

J. The partner institutions to the Host University include San Francisco State University, California State University, Fresno, and California State University, Los Angeles.

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 Californian CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the Californian CESU Manager's Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, in accordance with the respective policies of the Host University or Partner Institutions, and as specifically determined in modifications to the agreement; and

10. Be individually responsible for their agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:
1. Establish, in consultation with the Federal Agencies and Partner Institutions, the Californian CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Californian CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Californian CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal Californian CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies' personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Californian CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a Californian CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Californian 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 Californian 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 Californian CESU.

D. All Federal Agencies, the Host University and Partner Institutions agree to:
1. Establish and maintain the Californian CESU closely following the CESU Introduction (June 2001), adapting key elements to local and regional needs, as appropriate;

2. Develop and adopt a Californian CESU role and mission statement;
3. Develop a multi-year strategic plan;
4. Make modifications, as appropriate, to this agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
   (a) the proposed work and what is being modified in the 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), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

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 determined from the date of the last signature.

B. 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.

C. 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 Californian CESU.

D. 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. D. 1.

   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 the agreement and the Host University shall sign the amendment.

E. 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.

F. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

ARTICLE IV - KEY OFFICIALS

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

1. Bureau of Land Management
   Edward Lorentzen
   Bureau of Land Management
   California State Office
   2800 Cottage Way, Room W-1834
   Sacramento, CA 95825-1886
   Phone: 916-978-4646
   Edward_Lorentzen@ca.blm.gov

2. Bureau of Reclamation
   George Matanga, Ph.D.
   Hydraulic Engineer
   U.S. Bureau of Reclamation, MP-700
   2800 Cottage Way
   Sacramento, CA 95825
   Phone: 916-978-5084
   Fax: 916-978-5094
   gmatanga@mp.usbr.gov

3. U.S. Geological Survey-Biological Resources Division
   Steven E. Schwarzbach, Research Manager
   USGS
   Western Ecological Research Center
   7801 Folsom Boulevard, Suite 101
   Sacramento, CA 95826
   Phone: 916-379-3745
   Fax: 916-379-3765
   steven_schwarzbach@usgs.gov

4. National Park Service
   James Shevock
   Associate Regional Director, Resources, Partnerships and Science
   National Park Service
   Pacific West Region
   111 Jackson Street, Suite 700
   Oakland, CA 94701
   Phone: 510-817-1321
   Fax: 510-817-1485
   Jim_Shevock@nps.gov

5. USDA Forest Service
   Carol DeMuth, Assistant Director
   Operations, Research Planning and Applications
   Pacific Southwest Research Station
   P.O. Box 245
   Berkeley, CA 94701
   Phone: 510-559-6315
   Fax: 510-559-6440
   cdemuth@fs.fed.us

6. National Aeronautics and Space Administration
   Sandra M. Olliges
   Environmental Manager
   NASA Ames Research Center
   Moffett Field, CA 94035
   Phone: 650-604-3355
   Fax: 650-604-0680
   Sandra.M.Olliges@nasa.gov

B. The technical representatives for the Host University are:
   Barbara Allen-Diaz
   Executive Associate Dean
   College of Natural Resources, Dean's Office
   101 Giannini Hall, University of California
   Berkeley, CA 94720-3100
   Phone: 510-642-7171
   Fax: 510-642-4612
   ballen@nature.berkeley.edu

   David Garcia
   Senior Research Administrator
   UC Berkeley Sponsored Projects
   336 Sproul Hall, Mail Code 5940
   University of California, Berkeley

Berkeley, CA 94720-5940
Phone: 510-643-3391
Fax: 510-642-8236
dgarcia@uclink.berkeley.edu

C. The technical representatives for the Partner Institutions are:

1. San Francisco State University
Gretchen LeBuhn
Assistant Professor, Department of Biology
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132
Phone: 415-405-0729
Fax: 415-405-0729
lebuhn@sfsu.edu

2. California State University, Fresno
David Grubbs, Ph.D.
Professor of Biology and Associate Dean
College of Science and Mathematics
2555 E. San Ramon Avenue SB#90
California State University
Fresno, CA 93740-8034
Phone: 559-278-3936
Fax: 559-278-7139
davidgr@csufresno.edu

C. John Suen, Ph.D.
Chair, Earth and Environmental Science
2345 E. San Ramon Avenue MH#24
California State University
Fresno, CA 93740-8034
Phone: 559-278-3086
Fax: 559-278-5980
johns@csufresno.edu

3. California State University, Los Angeles
Dr. Carlos Robles, Director
CEA-CREST (Center for Environmental Analysis-Centers for Research Excellence in Science and Technology)
California State University at Los Angeles
Los Angeles, CA 90032-8201
Phone: 323-343-2067
Fax: 323-343-5795
crobles@CalStateLA.edu

ARTICLE V – AWARD

A. Award under this agreement is as specified in the incorporated proposal and budget (Article XI 1. and 2.).

B. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, the Federal Agencies will obligate funds as follows:

Bureau of Land Management
$10,000 is awarded to the Host University to carry out this agreement.

Bureau of Reclamation
$10,000 is awarded to the Host University to carry out this agreement.

U.S. Geological Survey–Biological Resources Division
$10,000 is awarded to the Host University to carry out this agreement.

National Park Service
$10,000 is awarded to the Host University to carry out this agreement.

USDA Forest Service
$10,000 is awarded to the Host University to carry out this agreement.

National Aeronautics and Space Administration
$10,000 is awarded to the Host University to carry out this agreement.

C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, and specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An exception is that the USDA FS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USDA FS cost-sharing requirements of 20% of total project costs.

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.

E. Award of additional funds or in-kind resources will be made through modifications to the agreement subject to the rules, regulations, and policies of the individual Federal

Agency proposing the modification. Copies of all modifications to the agreement shall be kept on file with the Host University.

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

ARTICLE VI - PRIOR APPROVAL

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

ARTICLE VII - REPORTS AND/OR DELIVERABLES

A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration) establish uniform reporting procedures for financial and technical reporting.

B. As appropriate, the Host University will convene periodic meetings of Californian CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.

C. A role and mission statement for the Californian CESU will be prepared, adopted and agreed to by all CESU Federal Agencies, the Host University, and Partner Institutions within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.

D. Annual work plans will be developed to guide the specific activities of the Californian CESU and will:
   1. Describe the Californian CESU's ongoing and proposed research, technical assistance and education activities;
   2. Describe anticipated projects and products; and
   3. Identify faculty, staff and students involved in the Californian CESU during the year.

   The first annual work plan (for FY2004) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.

E. A multi-year strategic plan will be developed to generally guide the Californian CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

ARTICLE VIII - PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

ARTICLE IX - TERMINATION

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration). Any party to this agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE X – REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. NON-DISCRIMINATION: All activities pursuant to this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. CONSISTENCY WITH PUBLIC LAWS: Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the agreement.
3. APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. OFFICIALS NOT TO BENEFIT: No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.
5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

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

6. LIABILITY PROVISION:

Governmental Parties

The Federal Agencies, 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 or organization, its representatives, or employees.

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

B. SPECIAL PROVISIONS:

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

ARTICLE XI – DOCUMENTS INCORPORATED BY REFERENCE

A. The following are to be incorporated into this agreement:

1. Budget for funds awarded in this agreement (including Application for Federal Assistance, SF424)
2. Californian CESU proposal and addendum
3. DI-2010, Certifications for the Host University regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

ARTICLE XII - ATTACHMENTS

A. The following are attached:

1. ATTACHMENT 1 – Financial Status Report, SF 269A
2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
3. ATTACHMENT 3 – Federal Cash Transactions Report, SF272

4. ATTACHMENT 4 – ACH Payment, SF3881
5. ATTACHMENT 5 – Example Modification Template

ARTICLE XIII - AUTHORIZING SIGNATURES
The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR
A. Bureau of Land Management
B. Bureau of Reclamation
C. U.S. Geological Survey – Biological Resources Division
D. National Park Service

U.S. DEPARTMENT OF AGRICULTURE
E. USDA Forest Service

F. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

G. UNIVERSITY OF CALIFORNIA
H. San Francisco State University
I. California State University, Fresno
J. California State University, Los Angeles

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

Julia B. Lang
Assistance Officer

6/19/03
Date

Michael J. Pool
State Director, California

6/23/03
Date