

BLM # KAA000011  
USBR # 2-FG-81-0421  
USGS # 05HQAG0097  
NPS # H6000060100  
FS # 05-JV-11221609-202  
NRCS # 68-3A75-4-102

**GREAT PLAINS  
COOPERATIVE ECOSYSTEM STUDIES UNIT  
COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

**DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
U.S. Bureau of Reclamation  
U.S. Geological Survey  
National Park Service**

**DEPARTMENT OF AGRICULTURE  
Forest Service  
Natural Resources Conservation Service**

**and**

**UNIVERSITY OF NEBRASKA - LINCOLN (HOST)  
Black Hills State University  
Colorado State University  
Kansas State University  
Langston University**

**North Dakota State University  
South Dakota State University  
Texas A&M University  
University of Minnesota  
University of North Dakota  
University of Oklahoma  
University of South Dakota  
University of Wyoming**

## **ARTICLE I. BACKGROUND AND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Bureau of Reclamation, U.S. Geological Survey, National Park Service, Forest Service, and Natural Resources Conservation Service (hereinafter called Federal Agencies), and the University of Nebraska - Lincoln and its partner institutions is a continuation for a five (5) year term of the operation and maintenance of the Great Plains Cooperative Ecosystem Studies Unit (CESU). This continuation of the Great Plains 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 Great Plains CESU is associated with a national network of CESUs.
- B. The objectives of the Great Plains 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 Great Plains CESU to assist in providing research, technical assistance and education.
- D. The U.S. Bureau of Reclamation (hereinafter called Reclamation) mission is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public. Pursuant to P.L. 108-447, Div. C, § 206; Reclamation is authorized to enter into grants and cooperative agreements with universities or non-profit institutions in FY2005 to fund water use efficiency research. Reclamation intends to pursue renewal of this authority each year until long-term authority is established. Reclamation may, as appropriate, use additional authorities available for specific activities under this agreement.

- 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 Great Plains 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 Great Plains CESU to assist in providing research, technical assistance and education.
- G. The Forest Service (hereinafter called 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 and 7 U.S.C. 3319, the FS is authorized to enter into this joint venture agreement and cost-reimbursable agreement respectively to continue the Great Plains CESU to assist in providing research, technical assistance and education.
- H. 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 a cooperative agreement to continue the Great Plains CESU to assist in providing research, technical assistance and education.
- I. The role of the University of Nebraska-Lincoln as the primary intellectual and cultural resource for the State is fulfilled through the missions of the University: teaching, research, and service. UNL pursues its missions through its nine colleges on its West Campus, the university-wide Graduate College, the College of Agricultural Sciences and Natural Resources, Agricultural Research Division, Cooperative Extension, International studies, and its museums, press, and telecommunication services. Teaching research, and service take on a distinctive character at UNL because of its land-grant university status, which ensures a commitment to the people of the State, the region, and the nation. UNL is dedicated to the pursuit of an active research agenda which benefits the agricultural environment and natural resources, the highest quality of post-secondary education, and exceptional service through its partnership with federal, state, and local agencies.

- J. The partner institutions to the Host University include Black Hills State University, Colorado State University, Kansas State University, Langston University, North Dakota State University, South Dakota State University, Texas A&M University, University of Minnesota, University of North Dakota, University of Oklahoma, University of South Dakota, and University of Wyoming (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 Great Plains 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 Great Plains 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 Great Plains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Plains CESU objectives;

3. Allow and encourage faculty and staff to engage in participating Federal Agencies research, technical assistance and education activities related to the Great Plains CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal Great Plains 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 Great Plains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Great Plains 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 Great Plains 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 Great Plains 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 Great Plains 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 Great Plains 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 Great Plains CESU; parties that do not sign this agreement by 5 October 2005 will not be participants in the Great Plains 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 Great Plains 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  
Ken Henke  
Hazmat/Science/Weed & Pest Coordinator  
Bureau of Land Management  
Wyoming State Office  
5353 Yellowstone Road  
P.O. Box 1828  
Cheyenne, WY 82003  
(307) 775-6041 (phone)  
(307) 775-6082 (fax)
2. U.S. Bureau of Reclamation  
Jeff Lucero  
GP-4300  
U.S. Bureau of Reclamation  
P.O. Box 36900  
Billings, MT 59107-6900  
(406) 247-7751 (phone)  
jlucero@gp.usbr.gov
3. U.S. Geological Survey  
Jay Hestbeck, Ph.D.  
Center Director  
US Geological Survey  
Northern Prairie Wildlife Research Center  
8711 37th Street Southeast  
Jamestown, ND 58401  
(701) 253-5515 (phone)  
jay\_hestbeck@usgs.gov
4. National Park Service  
Gary Willson  
National Park Service

314A Biochemistry Hall  
University of Nebraska  
Lincoln, NE 68583  
(402) 472-5047 (phone)  
(402) 472-8390 (fax)  
gary\_willson@nps.gov

5. Forest Service

Jack Butler  
Forest Sciences Laboratory  
USDA Forest Service  
1730 Samco Road  
Rapid City, SD 57702  
(605) 394-1960 (phone)  
jackbutler@fs.fed.us

6. 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:

Christine Lockert  
Administrative Coordinator, GP-CESU  
School of Natural Resources  
University of Nebraska-Lincoln  
Lincoln, NE 68583-0759  
(402) 472-5853 (phone)  
(402) 472-8390 (fax)  
clockert2@unl.edu

Dr. Kyle Hoagland  
Director, Water Center  
School of Natural Resources  
University of Nebraska-Lincoln  
Lincoln, NE 68583  
402) 472-3305 (phone)  
khoagland@unl.edu

C. The technical representatives for the Partner Institutions are:

1. Black Hills State University

Dr. Brian Smith  
Department of Biology  
Black Hills State University  
1200 University Street Unit 9044  
Spearfish, SD 57799-9044  
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(605) 642-6762 (fax)  
briansmith@bhsu.edu

2. Colorado State University

Dr. Dennis Child  
Department of Forest, Rangeland, and Watershed Stewardship  
Colorado State University  
1472 Campus Delivery  
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3. Kansas State University

Dr. Craig Paukert  
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Division of Biology  
Kansas State University  
205 Leasure Hall  
Manhattan, KS 66506  
(785) 532-6522 (phone)  
(785) 532-7159 (fax)  
cpaukert@ksu.edu

4. Langston University

Dr. LaDonna McCowan  
GIS Professor/Natural Resources Specialist  
Langston University  
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(405) 269-6561 (phone)  
ldmccowan@aol.com

6. North Dakota State University  
Dr. Rodney Lym  
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North Dakota State University  
Loftsgard Hall 474D  
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7. South Dakota State University  
Dr. Charles Scalet  
Professor and Head  
Department of Wildlife and Fisheries Sciences  
Box 2140B  
South Dakota State University  
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Phone: (605) 688-4777  
charles.scalet@sdstate.edu
  
8. Texas A&M University  
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Texas A&M University  
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College Station, TX 77843-2258  
(979) 845-1261 (phone)  
rdbrown@tamu.edu
  
9. University of Minnesota  
Dr. Dorothy H. Anderson  
Department of Forest Resources  
University of Minnesota  
1530 Cleveland Avenue  
St. Paul, MN 55108  
(612) 624-2721 (phone)  
dha@umn.edu
  
10. University of North Dakota  
Dr. Rick A. Sweitzer  
Associate Professor

Department of Biology  
University of North Dakota  
Grand Forks, ND 58202  
(701) 777-4876 (phone)  
richard\_sweitzer@und.nodak.edu

11. University of Oklahoma

Dr. Linda L. Wallace  
University of Oklahoma  
Department of Botany and Microbiology  
University of Oklahoma  
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(405) 325-6685 (phone)  
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12. University of South Dakota

David L. Swanson  
Department of Biology  
University of South Dakota  
414 East Clark Street  
Vermillion, SD 57069  
(605) 677-5211 (phone)  
(605) 677-6557  
dlswanso@usd.edu

13. University of Wyoming

Dr. Gary Beauvais  
Director, Wyoming Natural Resource Diversity Database  
University of Wyoming  
P.O. Box 3381  
Laramie, WY 82071  
(307) 766-3027 (phone)  
beauvais@uwyo.edu

**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 the Forest Service cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other

nonprofit organizations pursuant to Section 708 of P.L. 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 Great Plains 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 Great Plains CESU cooperators.
- D. Annual work plans will be developed to guide the specific activities of the Great Plains CESU and will:
  - 1. Describe the Great Plains 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 Great Plains 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 Great Plains 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. Great Plains 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. Bureau of Reclamation
- C. U.S. Geological Survey
- D. National Park Service

U.S. Department of Agriculture

- E. Forest Service
- F. Natural Resources Conservation Service

G. UNIVERSITY OF NEBRASKA - LINCOLN

- H. Black Hills State University
- I. Colorado State University
- J. Kansas State University
- K. Langston University

M. North Dakota State University

- N. South Dakota State University
- O. Texas A&M University
- P. University of Minnesota
- Q. University of North Dakota
- R. University of Oklahoma
- S. University of South Dakota
- T. University of Wyoming

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

A. Bureau of Land Management

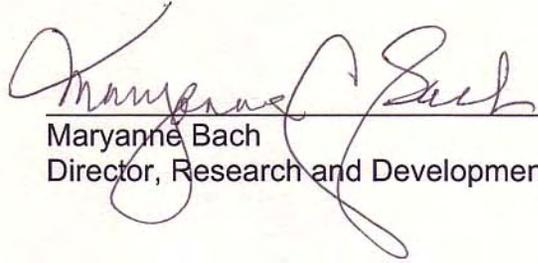
A handwritten signature in cursive script, appearing to read "Dave Johnson", is written over a horizontal line.

[Print Name]: Dave Johnson  
[Print Title]: BLM Agreements Officer

09/08/2005  
Date

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

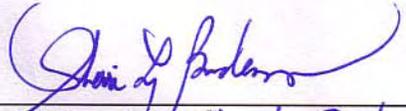
B. U.S. Bureau of Reclamation

  
\_\_\_\_\_  
Maryanne Bach  
Director, Research and Development

Aug 11, 2005  
Date

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

C. U.S. Geological Survey

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

08/10/05  
Date

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

D. National Park Service

  
\_\_\_\_\_  
[Print Name]: **THEORA J. MCVAY**  
[Print Title]: **CONTRACTING OFFICER**

9/12/05  
Date

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

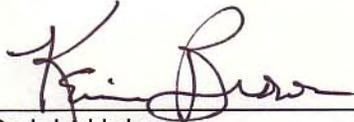
E. Forest Service

  
\_\_\_\_\_  
John R. Toliver  
Deputy Station Director

8/24/05  
Date

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

F. Natural Resources Conservation Service

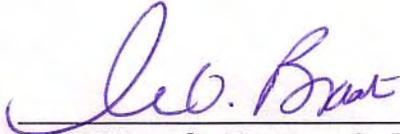


\_\_\_\_\_  
Dwight Holman  
Deputy Chief for Management

8/10/05  
Date

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

G. Board of Regents, University of Nebraska, University of Nebraska - Lincoln



\_\_\_\_\_  
[Print Name]: Norman O. Braaten  
[Print Title]: Director, Pre-Award Development

10/3/05  
Date

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

H. Black Hills State University

*Thomas O. Flickema*

Thomas O. Flickema

[Print Name]:

[Print Title]:

*President, Black Hills  
State University*

8/22/05  
Date

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

I. Colorado State University

*cm* \_\_\_\_\_  
[Print Name]: Lynn Johnson  
[Print Title]: Director, Sponsored Programs

9/23/05  
Date

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

J. Kansas State University

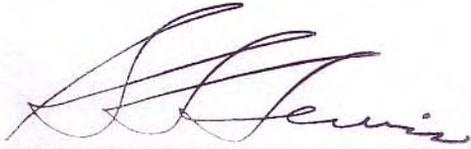


\_\_\_\_\_  
[Print Name]: Paul R. Lowe  
[Print Title]: Assistant Vice Provost for Research

8/30/05  
Date

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

K. Langston University



\_\_\_\_\_  
[Print Name]: Sherman Lewis  
[Print Title]: Associate Administrator/Outreach Extension

8/24/05  
Date

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

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

M. North Dakota State University

*Valrey V. Kettner*

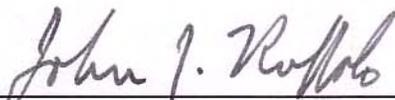
[Print Name]:  
[Print Title]:

*08/15/05*  
Date

**Valrey V. Kettner**  
**Assistant Vice President**  
**Office of Sponsored Programs Administration**

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

N. South Dakota State University



8/16/05

[Print Name]:

John J. Ruffolo, PhD

Date

[Print Title]:

Assoc. Dean, Research

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

O. Texas A&M University



8/28/05  
Date

---

[Print Name]: Dr. Elsa A. Murano  
[Print Title]: Vice Chancellor and Dean of  
Agricultural ~~and Life Sciences~~  
Director of the Texas Agricultural  
Experiment Station Texas A&M  
University System

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

P. University of Minnesota



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[Print Name]: Kevin McKoskey  
[Print Title]: Senior Grants Manager

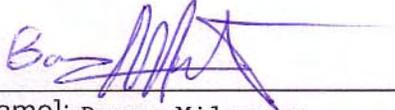
9/14/05  

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Date

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

Q. University of North Dakota



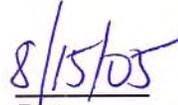
\_\_\_\_\_  
[Print Name]: Barry Milavetz  
[Print Title]: Associate VP for Research

9/27/05  
Date

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

R. University of Oklahoma

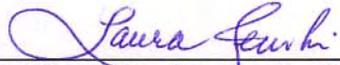
  
\_\_\_\_\_  
[Print Name]:  
[Print Title]:

  
\_\_\_\_\_  
Date

Susan Wyatt Sedwick, Ph.D., CRA  
Associate Vice President for Research

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

S. University of South Dakota



[Print Name]: Laura J. Jenks  
[Print Title]: Vice President for Research

8.17.05  
Date

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

T. University of Wyoming



8/17/06  
Date

[Print Name]:

[Print Title]:

Roger Wilmot  
Associate Vice President for Research  
University of Wyoming