

Cooperative Agreement No. 1434-HQ-14RU-01582
ADF&G No. Coop - 95-048

AGREEMENT FOR ESTABLISHMENT AND OPERATION
of the
ALASKA COOPERATIVE FISH AND WILDLIFE RESEARCH UNIT
by the
United States Geological Survey, DEPARTMENT OF INTERIOR
and the
UNIVERSITY OF ALASKA FAIRBANKS
and the
ALASKA DEPARTMENT OF FISH AND GAME
and the
WILDLIFE MANAGEMENT INSTITUTE
and the
US FISH AND WILDLIFE SERVICE

This agreement, effective on the date signed by all parties, is entered into by the Unit Cooperators: the United States Geological Survey, hereinafter referred to as the Survey, the University of Alaska Fairbanks, hereinafter referred to as the University, the Alaska Department of Fish and Game, hereinafter referred to as the Department, the Wildlife Management Institute, hereinafter referred to as the Institute, and the US Fish and Wildlife Service, hereinafter referred to as the Service.

I. Authorization:

The Survey is authorized under the Cooperative Units Act (Public Law 86-686 (as amended November 8, 1978)) to enter into cooperative agreements with colleges and universities and State fish and wildlife departments relating to Cooperative Research Units for the purpose of developing adequate, coordinated, cooperative unit programs of research and education relating to fish and wildlife.

The University is authorized by the laws of the State of Alaska to enter into agreements or contracts with the Federal Government or agencies thereof, as well as into agreements or contracts with agencies of other governments, and other colleges or universities, where such agreements or contracts, in the judgment of the trustees, will promote the objectives of the University.

The Department is authorized by the laws of the State of Alaska to enter into agreements and investigate questions relating to fish and wildlife and related resources, to initiate and conduct inquiries pertaining to such questions and to conduct such biological research that in its opinion will conserve, improve and enhance the status of these resources in the State of Alaska.

The Institute is authorized by its charter to enter into cooperative agreements for the support of research at the Cooperative Wildlife Research Units.

II. Purpose:

The Cooperators enter this agreement to provide for active cooperation in the advancement, organization and conduct of research, graduate education, in-service training, technical assistance, public relations and demonstration programs relating to fish and wildlife resources as outlined in the following sections.

III. Objectives:

1. To conduct research into the ecology, biology and management of fish, wildlife and other renewable natural resources and to investigate the production, utilization, management, protection and restoration of such resources. This research will be relevant to the needs of the State, the geographical region and the Nation.
2. To provide technical and professional education on the graduate and

professional levels in the fields of ecology and renewable natural resource sciences and management.

3. To make available to resource managers, land owners, other researchers and other interested public, such facts, methods, literature and new findings discovered through research.
4. To disseminate research findings through the publication of reports, bulletins, circulars, films and journal and magazine articles. These may include scientific, technical, semi-popular and popular media at all levels.
5. To help address the information needs of the Cooperators. This objective will include the careful linking of the Department information needs with those of the Survey and Service so the many overlapping interests are properly served.

IV. The Survey Agrees To:

1. Designate five or more full-time employees of the Survey to staff the Cooperative Research Unit. One of these employees shall serve as Unit Leader; others shall serve as Assistant Unit Leaders for their respective disciplines. All Unit staff appointments shall be made with the concurrence of the University and the Department. All Survey employees shall meet the qualifications for graduate faculty status within the University.
2. Pay the salaries of Survey personnel assigned to the Unit, and to provide incidental expense funds for these personnel as provided for in PL 86-686.
3. Make available such services, and facilities, including equipment, buildings and land under control of the Survey, as may be mutually agreed upon.
4. Cooperate in the planning and development of research, education, in-service training and the preparation of publications and demonstration programs.
5. Recognize the responsibilities of Unit scientists as educators, consistent with and supportive of the Unit mission identified in PL 86-686. These include appropriate performance evaluation and professional development. Permit the Survey's scientific personnel assigned to the Unit to participate in teaching graduate courses and seminars in their areas of specialization. This commitment is expected to be limited to the equivalent of one formal graduate level course per year per person.
6. Call Coordinating Committee Meetings for the purpose of coordinating the activities and programs of the Unit and cooperating agencies in accordance with local, regional and national requirements.
7. Recognize as participating cooperators those faculty, staff and students of the

University and employees of the Department participating in an approved activity of the Unit.

8. Provide funds through this Cooperative Agreement via Research Work Orders (RWO) to support specific research requested by various federal agencies, Unit operations or educational projects of primary interest to the Cooperators, including mutually agreed upon administrative and support services, which meet the terms of the Cooperative Units Act as amended. On the basis of statements of work that are mutually agreeable to all Cooperators, funds will be obligated through this agreement to the cooperating agencies to carry out the work.
9. Acknowledge the monetary equivalence of personnel, services, facilities and waived overhead provided by cooperators in the reports of annual Cooperative Unit budgets.

V. The University Agrees To:

1. In support of Unit base operations, make available to the Unit two full-time positions for secretarial and administrative assistance; administrative support for travel and for grants other than those funded through a RWO; offices, laboratory and storage space; computing facilities, as are regularly made available to other University faculty; publication channels; museum facilities; library; equipment; utilities, including both local and long distance telephone services, in locations where Federal Telecommunications Services are not available; indirect cost waivers on Survey funded research as defined in V.4.; account services for Cooperator contributions to the Unit and other personnel and facilities as may be mutually agreed upon for the efficient conduct of the Unit program. Contributions made by the university under this section are for the base operations of the Unit, not necessarily for incremental work assigned to the Unit as RWOs.
2. Recognize, as regular members of the University faculty, those research scientists of the Survey who are assigned to the Unit. These personnel shall have full faculty rights and privileges and be given professional rank appropriate to their qualifications. Survey personnel shall be given graduate faculty appointments, providing such personnel meet the standards and requirements of the University. Survey personnel shall be eligible for promotion in University rank in accordance with normal University standards and procedures but will not be tenured or salaried by the University.
3. Recognize that graduate students who receive financial and logistic support through the Unit will be members of an appropriate graduate program and subject to all established admittance review and evaluation procedures of that program. All normal graduate support facilities of the university accrue to those individuals by virtue of their being regular members of the graduate

program.

4. Mutually Agreed Overhead Rates and Contracts - Make available the means for the Unit to establish restricted fund accounts (accounts with no fiscal year limitations) with the University through which operating and research expenditures may be transacted. This service will be provided by the University without overhead charges on the base contributions from the Department (as defined in section VI.4). Department research contracts delivered through Reimbursable Service Agreements (RSA) beyond the base contributions will be charged indirect costs at a rate (25% of Modified Total Direct Costs (MTDC)) set by the University of Alaska Facilities and Administrative Rates Applicable to State of Alaska Sponsored Activity Memorandum of Understanding of 28 June 2002 as renewed through 30 June 2016 and subject to future renewal (Appendix I.). Indirect costs at a rate of 15% of Total Direct Costs (TDC) will be charged on all research contracts funded by the Survey. The differences between the 15% indirect cost rate for the Survey and the 25% indirect cost rate for the Department (beyond the base contributions noted in VI.4.) and the University's regular indirect cost rate on contracts will be considered as part of the University contribution to the Unit. Survey research contracts (RWOs) issued under this agreement will be administered under OMB Circular A21. A summary of indirect overhead rates is provided in Appendix II.
5. Cooperate in planning, developing and executing research, education, in-service training, publications, demonstration projects and other programs of the Unit.

VI. The Department Agrees To:

1. Make available such personnel and facilities, including equipment, buildings and land under its control, as may be mutually agreed upon for execution of the program.
2. Make its information needs known to Unit cooperators.
3. Cooperate in research, education, in-service training, public relations and demonstration on approved projects.
4. Cooperate through the Unit program in carrying forward approved research projects on fishery and wildlife resources. For furtherance of Unit operations, the Department agrees to provide annually, through a University account, a base contribution of up to \$150,000 to be used for basic operational expenses of Unit Scientists (e.g., equipment and supply purchases, maintenance, travel of Unit Scientists and their students and Postdoctoral Researchers, their student's stipends and tuition and their Postdoctoral Researches salaries and benefits, etc.). This amount may be supplemented by additional research

contracts through RSAs to Units Scientists or Cooperating Faculty or in-kind contributions of services or utilities for the conduct of research projects requested by the Department and mutually agreed upon by the Cooperators. The Department and the Survey will periodically reexamine the amount of their annual basic contributions and may make such adjustment as deemed appropriate after consideration of current economic conditions and revenues available.

5. Pay indirect costs at a rate of 25% of MTDC on all research contracts beyond the base contribution of the Department to the Unit noted in VI.4, consistent with the University of Alaska Facilities and Administrative Rates Applicable to State of Alaska Sponsored Activity MOU of 28 June 2002 as renewed through 30 June 2016 and subject to future renewal.

VII. The Institute Agrees To:

Contribute toward the activities of the Unit, on the basis of requests for individual research projects, in-service training programs and related activities. They will participate in annual coordinating committee meetings.

VIII. The Service Agrees To:

1. Cooperate in the planning and development of research, education, in-service training and demonstration programs.
2. Make its information needs known to Unit cooperators.
3. Use available resources, as may be mutually agreed upon, for support of the Unit's approved programs of research and education.
4. Actively participate in Coordinating Committee Meetings as a non-voting member.
5. Pay an indirect cost rate of 15% of TDC plus an annually negotiated bureau assessment fee to USGS for all Research Work Orders 1) initiated by the Service or 2) where the Service is a funding participant in the research.

IX. It Is Mutually Agreed That:

1. The Unit shall be administered through a Coordinating Committee, consisting of a designated representative of the Survey, the University, the Department, the Service and the Institute.
2. The Coordinating Committee, consisting of signature parties to the Cooperative Agreement, will meet annually in General Session, or as

otherwise mutually agreed. To maintain a balance between State, University, Federal and Institute interests in the program, the Service participates as a non-voting member of the Coordinating Committee, but otherwise is a full participant in all activities and discussions of the Committee.

At the annual meeting, the Coordinating Committee will:

- a. Review and modify as necessary, the Statement of Direction for the Unit. The Statement of Direction is a declaration of the research and teaching areas mutually agreed upon as needing primary emphasis and attention in the Unit.
 - b. Examine, and approve or modify, the annual budget, which shall include new funds each year and any gift or unexpended funds of the previous year not reverting to the contributing agencies. It shall review annual statements of financial expenditures and balances, and other financial reports or information needed for evaluating the Unit's research program. These budget statements and reports will be prepared by the Unit Leader and provided to each member of the Coordinating Committee in advance of the annual meeting.
 - c. Examine, and approve or modify, the Unit plan of activities, including proposed starts for all new projects.
 - d. Integrate, insofar as practicable, the research and educational programs of the Unit with the research and educational programs of the Cooperators, and with the general land and water use programs of the State and Nation.
 - e. Exchange information so that Cooperators and interested agencies will be informed of the plans, programs, progress, needs and probable future trends and patterns of development of the research and educational programs of the Unit.
 - f. A closed Executive Session of the Coordinating Committee may be held following the General Session, upon request of any Coordinating Committee member, for dealing with issues or matters of operational policy that should not be part of the open forum meeting. The Executive Session shall be attended only by signatory party representatives to the Unit Cooperative Agreement.
3. Participation of the Federal Government in this project is not intended to place it in a position of incurring liability for claims that arise as a result of Unit activities. Each party hereto shall have responsibility for acts of and injury to, or injury and damage caused by its own personnel and its own property occurring incidental to the conduct of the projects permitted hereunder.

4. Participation of the Institute in this project shall not place it in a position of incurring liability for any claim by anyone that might arise as a result of Unit activity at which the Institute is not present.
5. All equipment purchased by or for the Unit shall be the property of the contributing agency in the event of dissolution of the Unit. An equipment inventory indicating ownership, costs and condition of each item under the auspices of the Unit shall be maintained by the Unit Leader and made available annually to the Cooperators.
6. The obligations of the Survey and the Service are contingent upon the appropriations of Congress; of the University and the Department upon appropriations by the State Legislature; and of the Institute on contributed funds. No cooperative funds shall be spent except in furtherance of the programs of the Unit as approved by the Unit Cooperators through the Unit Coordinating Committee. Proposals for research to be undertaken by the Unit shall conform to the project protocol of the University and/or granting agencies.
7. The acquisition of special funds (contracts, grants, gifts, bequest funds, etc.) is encouraged and their use is also subject to Coordinating Committee approval.

X. Reports, Publications and Data Dissemination:

1. The principal investigator designated for a specific project supported by the Unit shall have primary responsibility for the quality of work being submitted for all required contractual reports and publications, as well as for adherence to the publications guidelines of supporters of the project. The Unit Leader shall be given the opportunity to review, prior to publication, all publications arising from work sponsored or coordinated by the Unit. Time for such reviews will be limited to 30 days. The Unit Leader will clear the manuscript through the Cooperators as appropriate.
2. Publication may be independent or joint as agreed upon, always giving credit for cooperation of the Unit and of contributing agencies where appropriate, yet recognizing within proper limits the rights of the individual doing the work.
3. In case of failure to agree as to the manner of publication or interpretation of results, each party may publish data after due notice and submission of the proposed manuscripts to the other parties. In such instances, the party publishing the results will give credit to the cooperators, but will assume full responsibility for any statements on which there is difference of opinion. Publication restrictions that may be incorporated into grant or contract research will be observed.

XI. Officials Not To Benefit:

As provided in applicable federal and state statutes, no person prohibited from doing so shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

XII. Nondiscrimination in Employment:

In connection with the performance of work under this agreement, the cooperators agree not to discriminate against any employee or applicant for employment because of sex, race, religion, color or national origin. This provision shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

XIII. Certification Regarding Drug-Free Workplace Requirements:

By signing this Cooperative Agreement the signatory certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Cooperator's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about—
 - a. The dangers of drug use in the workplace
 - b. The Cooperator's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug use violation occurring in the workplace;
3. Making it a requirement that each employee to be engaged in performance of work under this Cooperative Agreement be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of support under this Cooperative Agreement, the employee will—
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the Survey within ten days after receiving notice under subparagraph (4) (b) from an employee otherwise receiving actual notice of

such conviction;

6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is convicted by—
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

XIV. Effective Date And Termination:

This agreement shall become effective on the date of last signature and shall continue in force until terminated. It is the intent of the Cooperators to review the terms of this agreement every five years. The agreement may be terminated through mutual agreement following a written notice to the other cooperators 90 days in advance of a proposed termination date.

Approvals: Signatory Officials

Sunny Haight, Director, DAS
Alaska Department of Fish and Game

[Signature]
University of Alaska Fairbanks

W. James Fleming, 12/3/13
Cooperative Research Units, USGS

[Signature], 12/17/13
Wildlife Management Institute

[Signature], 1/27/14
US Fish and Wildlife Service

Approvals: Contracting Officers (as required):

[Signature], 12/06/13
USGS

[Signature]
University of Alaska Fairbanks

Sunny Haight, Director, DAS
Alaska Department of Fish and Game

Appendix I. University of Alaska Facilities and Administrative Rates Applicable to State of Alaska Sponsored Activity Memorandum of Understanding.

**University of Alaska Facilities and Administrative Rates
Applicable to State of Alaska Sponsored Activity
Memorandum of Understanding**

Background:

The University of Alaska has a fundamental role to play in providing education, basic and applied research and public service programs to support the development of Alaska's economy. The University of Alaska is providing necessary elements for the growth of several key economic sectors in Alaska, including health, transportation, natural resource development and education.

The State of Alaska, by constitution and by statute, has the ability to direct or significantly impact the economic success of these target sectors. Partnerships between State government and the University of Alaska system have grown in the areas of workforce development, continuing education, training and research. The State of Alaska contracts with UA for approximately \$24 million worth of activity on an annual basis, in addition to the annual general fund allocation to the University.

The University's facilities and administrative (F&A) rate has been perceived by some State agencies as a barrier to forming more, or more substantial, partnerships of a stable and permanent nature. Such partnerships are desirable because State law gives State agencies special streamlined procurement processes for doing business with the University. While there is a willingness in State agencies to pay some overhead expenses, they do not share the federal government's view concerning the appropriateness of the current rates, typically near 30% for "other sponsored activities", and higher rates for research that utilizes expensive university assets. This can lead to inconsistent and selective arrangements that may limit the opportunities made available to the University, and affects its competitiveness in establishing long-term partnerships with the State.

UA's Federal F&A Rate Development Process

The University develops its F&A rates in accordance with OMB Circular A-21 "Cost Principles for Colleges and Universities". All of the allowable costs of current operations are categorized into various bases and pools and rates are developed to recognize the full cost of defined activities. Source of funds is not a factor in the determination of the rates. Costs are classified as direct costs (base), or indirect costs (pool). The terms "indirect costs" and "facilities and administrative (F&A) costs" are used interchangeably. The administrative component of the rate is capped at 26%, while the facilities component is uncapped.

The primary rates negotiated with the federal government at each institution within the system are the organized research rate, the instruction rate, and the other sponsored activities rate. UA has nine different federally approved F&A rates ranging from 35% for "sponsored training" to 49.5% for "on-campus organized research". The base upon which these rates are applied is a Modified Total Direct Cost (MTDC) base, as defined in

**University of Alaska Facilities and Administrative Rates
Applicable to State of Alaska Sponsored Activity
Memorandum of Understanding**

Circular A-21, and includes salaries and wages, fringe benefits, materials and supplies, services, travel, and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract. Equipment, capital expenditures, charges for patient care and tuition remission, long term space rental costs, scholarships and fellowships, as well as the portion of each subgrant and subcontract in excess of \$25,000 are excluded from MTDC.

Rates are developed based on actual costs for a specific period of time. Base and pool projections are applied to these actual costs to develop rates applicable to future periods. The university currently negotiates rates on a three year predetermined basis. The costing methodology assumes that the full cost of a project includes a facilities and administrative burden. The best way to recover this burden is to assess the cost as each direct dollar is spent, subject to the MTDC limitations.

As described in Circular A-21, the relationship between the federal government and universities is a partnership. The costing model generally assumes that the federal government will share in the full cost of a particular sponsored activity. While most federal projects awarded through a competitive process require some level of matching expenditures to be committed by institutions, the federal government generally pays the full cost (direct and indirect) of the federally funded portion of a project. Certain federal agencies or programs have statutory thresholds on F&A cost rates that override negotiated rates. Those programs often fund the core mission of universities (instruction and financial aid), or relate to activities included in the original land grant function of universities (cooperative extension).

Agreement:

The University recognizes that the State is partially funding facilities and administrative costs through the annual general fund appropriation. The University and State would like to promote partnerships with each other. The University and State also wish to simplify and standardize the award process.

For awards that the State of Alaska, including its agencies and public corporations, makes to the University, for which the state agency or public corporation controls the award decision, the following F&A rates apply:

A) Instruction, Training and Other Sponsored Activity funded by the State:

Effective for new agreements, the State F&A cost rate will be 12% for State-sponsored awards applied to the MTDC base specified in A-21.

B) State Sponsored Research

Effective for new agreements, the State F&A cost rate will be 25% for State-sponsored research awards, applied to the MTDC base specified in A-21.

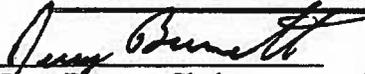
**University of Alaska Facilities and Administrative Rates
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Exceptions to the rates specified in this MOU may be made to comply with federal or other funding agency requirements that limit F&A rates for funding passed through the state to UA. The rates specified in this MOU are not intended to apply to proposals made by the state to external funding agencies, like the federal government, that include UA as a named sub-recipient. The F&A rate used for UA in those situations should be the appropriate UA federal negotiated rate.

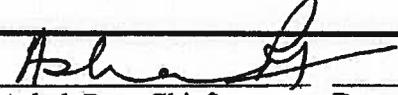
This MOU was first in effect for awards issued after June 28, 2002 and has been renewed several times. This MOU expires June 30, 2016. If the parties fail to extend the MOU by that date, the then current rates continue in effect unless and until amended by mutual consent.

For the State of Alaska:

For the University of Alaska:



Jerry Burnett, Chair 5-1-13
Administrative Services Team Date



Ashok Roy, Chief 5/1/13 mio
Financial Officer Date

Appendix II. Indirect overhead rates imposed by the University of Alaska as agreed to by cooperators with the Cooperative Agreement for “Establishment and Operation of the Alaska Cooperative Fish and Wildlife Research Unit”. These rates are for funding that originates from a Cooperator or other entity and is placed into the Unit and administered by the University as of October 2013.

Cooperator	Indirect Rate	Comment/Explanation
University of Alaska	Currently 50% for projects other than those specified in the Cooperative Agreement.	Renegotiated every 3 years with Office of Naval Research (ONR).
Survey – USGS The Survey serves as a clearing-house to deliver funds to the Unit from all federal agencies (including the Service) that address Unit appropriate and approved research.	15% of Total Direct Costs (TDC) on all Research Contracts funded by the Survey.	Uses “Research Work Order” (RWO) as a funding instrument; any federal agency may use a RWO. Regardless of federal agency source, all RWO funds are ultimately delivered by the Survey and therefore “funded” by the Survey. Some federal agencies, e.g., NSF, NOAA choose not to use the RWO.
Department – ADF&G	<p>0% on “Base Contributions to the Unit” up to \$150K annually; both Sport Fish and Wildlife Conservation divisions combined total; all Base Contributions remain with Unit Scientists.</p> <p>Funding for specific research projects (beyond the Base Contribution) is subject to an indirect costs rate of 25% of Modified Total Direct Costs (MTDC; excludes, tuition, equipment and subawards >\$25,000, among others) on Reimbursable Service Agreements (RSAs) provided to Unit Scientists or UAF Cooperating Faculty. This rate is established every few years through a global MOU between the State of Alaska and the University of Alaska system (Appendix I) –the most recent agreement is effective through 30 June 2016 and subject to future renewal;</p> <p>12% on “Instruction, Training and Other Sponsored Activity Funded by the State”. This rate is established every few years through a global MOU between the State of Alaska and the University of Alaska system (Appendix I) –the most recent agreement is effective through 30 June 2016 and subject to future renewal.</p>	<p>This indirect cost is distributed among units at UAF to contribute to administrative support of research, utility expenses, and repair and renovation of research facilities.</p> <p>This rate is available for direct support of faculty salary or student stipends only when no research product is expected.</p>