

Cooperative Agreement No. 1434-12HQRU1585

AGREEMENT FOR ESTABLISHMENT AND OPERATION

of the

HAWAI'I COOPERATIVE FISHERY RESEARCH UNIT

by the

UNITED STATES GEOLOGICAL SURVEY, DEPARTMENT OF INTERIOR

and the

UNIVERSITY OF HAWAI'I

and the

HAWAI'I DEPARTMENT OF LAND AND NATURAL RESOURCES

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 Hawai'i, hereinafter referred to as the University, the Hawai'i Department of Land and Natural Resources, hereinafter referred to as the Department, and the United States Fish and Wildlife Service, hereinafter referred to as the Service. The University of Hawai'i at Hilo will serve as the administrative campus for the Unit, however, the agreement is with the University of Hawai'i System, and therefore, all campuses of the system may participate in cooperative research projects. As the Unit host campus where base operations will be located, the University of Hawai'i at Hilo campus will be responsible for agreement conditions.

I. Authorization:

Agencies in the Department of Interior are authorized under 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 Hawai'i 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 Hawai'i 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 Hawai'i.

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 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 renewable natural resource sciences.
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 two or more full-time employees of the Survey to staff the Cooperative Research Unit. One of these employees shall serve as Unit Leader, and the 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 provide incidental expense funds for these personnel as provided for in PL86-686.
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 PL86-686. 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 to support specific research, Unit operations or educational projects of primary interest to the Cooperators, including mutually agreed upon university 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.

V. The University Agrees To:

1. In support of Unit base operations, make available to the Unit at least one full-time position for administrative assistance; offices, laboratory and storage space; computer 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, accounting 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. Monetary equivalence for services and facilities will be shown in reports of annual Cooperative Unit budgets. 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 Research Work Orders.
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 students of the university.
4. Make available the means for the Unit to establish revolving 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 annual contributions from the Department and Survey (as defined in section VI.3).

Indirect costs at a rate of 15% will be charged on all research contracts funded through the Unit from Federal sources. The difference between the 15% rate 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 (Research Work Orders) issued under this agreement will be administered under OMB Circular A21. Direct costs allowable for Research Work Orders under this agreement are subject to the prevailing Negotiated Rate Agreements in place for Federal and state agencies.

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. Cooperate in research, education, in-service training, public relations, and demonstration on approved projects.
3. Cooperate through the Unit program in carrying forward approved research projects on fishery and other renewable natural resources. For furtherance of Unit operations, the Department agrees to provide annually, through University accounts, twenty thousand dollars (\$20,000.00) to be used for basic operational expenses of the Unit (e.g. equipment and supply purchases, maintenance, travel of Unit personnel and students, student stipends, etc.). This amount may be supplemented by additional funds 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.

VII. 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.

VIII. 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 of Hawai'i at Hilo, the Department, and the Service.
2. The Coordinating Committee, consisting of signatory party representatives to the Cooperative Agreement, will meet annually in General Session, or as otherwise mutually agreed. To maintain a balance between State, University, and Federal 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 Program Direction for the Unit. The Statement of Program 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 research 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. Budget statements and reports will be prepared by the Program Leaders 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 liability for claims that arise as a result of Unit activities. Each party hereto shall have responsibility for acts of an 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. 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.
5. The obligations of the Survey and the Service are contingent upon the appropriations of Congress; the obligations of the University and the Department are contingent upon appropriations by the State Legislature. 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.
6. The acquisition of special funds (contracts, grants, gifts, bequest funds, etc.) is encouraged, and their use is also subject to Coordinating Committee approval.

IX. Publications:

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 publication, 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. Publication restrictions that may be incorporated into grant or contract research will be observed. The Unit Leader will clear manuscripts 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(s) 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 data will give credit to the cooperators, but will assume full responsibility for any statements on which there is difference of opinion.

X. 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.

XI. 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.

XII. 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).

XIII. Effective Date and Termination:

This agreement shall become effective on the date of last signature and shall continue in force until terminated through mutual agreement following a written notice to all Cooperators 90 days in advance of a proposed termination date. It is the intent of the Cooperators to review the terms of the agreement every five (5) years.

Approvals: Signatory Officials

Walter J. ...
Hawai'i Department of Lands & Natural Resources

3/22/12
Date

Mike Seonwood
University of Hawai'i

3/22/12
Date

Byron K. Williams
Cooperative Research Units, USGS

5/23/12
Date

Robyn Thorson
U. S. Fish and Wildlife Service

6/19/12
Date

Approvals: Contracting Officers (as required)

Stevie G. ...
USGS

06/04/12
Date