

Cooperative Agreement No. 1434-17HQRU1569

AGREEMENT FOR ESTABLISHMENT AND OPERATION

of the

SOUTH CAROLINA COOPERATIVE FISH AND WILDLIFE RESEARCH UNIT

by the

U.S. GEOLOGICAL SURVEY, U.S. DEPARTMENT OF THE INTERIOR

and

CLEMSON UNIVERSITY

and the

SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES

and the

WILDLIFE MANAGEMENT INSTITUTE

and the

U.S. FISH AND WILDLIFE SERVICE, U.S. DEPARTMENT OF THE INTERIOR  
(non-voting)

This agreement is entered into by the Unit Cooperators: the U.S. Geological Survey, hereinafter referred to as the "USGS", Clemson University, hereinafter referred to as the "University", the South Carolina Department of Natural Resources, hereinafter referred to as the "Department", and the Wildlife Management Institute of Washington, D.C., hereinafter referred to as the "Institute", and the U.S. Fish and Wildlife Service, hereinafter referred to as "FWS", and collectively referred to as Unit Cooperators.

## **I. Authorization**

The U.S. Department of the Interior is 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 programs of research and education relating to fish and wildlife.

The University is authorized by the laws of the State of South Carolina 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 South Carolina to enter into agreements with educational institutions and other agencies and to 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.

The Institute is authorized by its charter to enter into cooperative agreements for the support of research at the cooperative research units.

## **II. Purpose:**

The Cooperators enter this agreement to provide for active cooperation in conservation and the advancement, organization, and conducting 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 conservation and ecology of fish and wildlife 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 training and continuing education primarily at the graduate and professional levels, in the fields of fish and wildlife biology/management, administration, research, information, and education.

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 oral presentation and written publication of scientific, technical, and semi-technical information. Media may include reports, bulletins, articles, videos, web-based resources, and other formats appropriate to the information and intended audience.

#### **IV. The USGS Agrees To:**

1. Designate up to three full-time employees of the USGS to staff the Cooperative Research Unit. One of these employees shall serve as Unit Leader, and the others shall serve as Assistant Unit Leaders in their respective disciplines. Other USGS employees may be appointed to carry out specific education or research assignments. All Unit staff appointments shall be made with the concurrence of the University and the Department. All USGS employees shall meet the qualifications for graduate faculty status within the University unless otherwise agreed upon by the Cooperators. In all activities related to University functions, the Unit Leader and Assistant Unit Leaders shall operate as Regular Faculty of the University, subject to University rules and procedures as outlined in the faculty manual.
2. Pay the salaries of USGS personnel assigned to the Unit, and to provide incidental expense funds for these personnel as provided for in PL86-686.
3. Make available such services, facilities, and equipment under control of the USGS, 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. Permit USGS 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 annually per USGS employee.
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. Make available to the Unit: (a) one and one-half full-time positions for administrative responsibilities with the operation of the Unit, (b) offices, laboratory and storage space; computer facilities, publication channels, museum facilities, library facilities, and equipment items as are regularly made available to other University faculty, (c) utilities, including high speed internet access and both local and long distance telephone services in locations where Federal Telecommunications Services are not available, (d) indirect cost waivers for Department- and USGS-supported research, as defined in V.4, (e) accounting services for Cooperator contributions to the Unit, and (f) other personnel, land for research, 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.
2. Recognize as members of the University staff those personnel of the USGS and Department who are assigned to the Unit. These personnel shall be defined as Regular Faculty per the University Faculty Manual and be given rank appropriate to their qualifications. USGS personnel shall be given graduate faculty appointments, providing such personnel meet the standards and requirements of the University. USGS 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 program accrue to those individuals by virtue of their being regular members of the graduate program. Graduate students who are supported by research assistantships and directed by the Unit Leader and Assistant Leaders will be provided graduate assistant deferments if the sponsor of any given research funding stipulates that graduate tuition will not be covered by said research funding. Graduate students who are supported by teaching assistantships or start-up funds, and directed by the Unit Leader and Assistant Leaders, will be provided graduate assistant deferments.
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 contribution from the Department (as defined in section VI.3). Indirect costs will be charged at a rate of 9% for all research cooperative agreements funded by USGS- and FWS-supported research contracts, 0% for research contracts supported with funds from the Department, and 0% for any contributions from the Institute. Any exception to these rates must be agreed to by the Cooperators. The difference between these rates and the University's regular indirect cost rate on contracts, collectively known as "indirect cost waivers", will be considered as part of the University's contribution to the Unit. Survey research cooperative agreements (Research Work Orders) issued under this agreement will be administered under Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), effective December 26, 2014. Direct costs allowable for Research Work Orders under this agreement are subject to the Negotiated Rate Agreement in place for federal agencies. Indirect costs charged on grants or contracts coming to the Unit from non-Cooperator sources will be negotiated on a case -by-case basis.

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 wildlife resources. For furtherance of Unit operations, the Department agrees to provide annually, through University accounts, a minimum of \$40,000 to be used for basic operational expenses of the Unit (i.e. equipment and supply purchases, travel of Unit personnel and students, student stipends, etc.) and to augment research projects as mutually agreed to by the Cooperators. 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 will periodically reexamine the amount of its annual basic contribution and may make such adjustment as deemed appropriate after consideration of current economic conditions and revenues available.

**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 Units' approved programs of research and education; and
4. Participate in Coordinating Committee Meetings as a non-voting member.

**IX. It is Mutually Agreed That:**

1. The Unit activities shall be directed and monitored by a Coordinating Committee, consisting of signature parties to this Cooperative Agreement. To maintain a balance between State, University, Federal, and WMI 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.

2. The Coordinating Committee will meet annually in General Session or as otherwise mutually agreed. The General Session of the Coordinating Committee will be open to anyone interested in the activities of the Unit. At the General Session 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 gifts 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 Unit Leader and provided to each member of the Coordinating Committee in advance of the annual meeting.

c. Evaluate and approve the Unit plan of activities, including proposed starts for all new projects.

d. Integrate, insofar as practical, the research and training programs of the Unit with the research and training programs of the agencies cooperating in the Unit 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 training programs of the Unit.

f. An Executive Session of the Coordinating Committee may be held upon request of any Coordinating Committee member. The Executive Session shall be attended only by official Coordinating Committee members and other staff persons invited to participate by the Committee.

3. Participation by any party in this agreement 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 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. 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 USGS and FWS are contingent upon the appropriations of Congress; of the University and the Department upon appropriations by the State Legislature or other available funds; 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 cooperating agencies 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.

#### **X. 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 the cooperating agency supporting 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 generally be limited to 30 days. Publication restrictions that may be incorporated into grant or contract research will be observed. The Unit Leader will clear the manuscript through the cooperating agencies 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 data will give credit to the cooperators, but will assume full responsibility for any statements on which there is difference of opinion.

#### **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 USGS 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:**

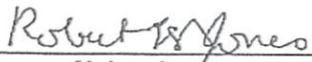
This agreement shall become effective on the date of last signature and shall continue in force until terminated. Any party may terminate its participation in this agreement by giving written notice to the other cooperators 90 days in advance. The cooperators will periodically review and may update this agreement as judged appropriate by all parties.



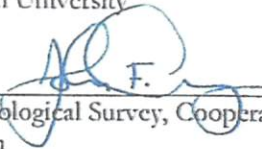
Approvals:

  
\_\_\_\_\_  
South Carolina Department of Natural Resources

Date: 8-21-17

  
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Clemson University

Date: August 30, 2017

  
\_\_\_\_\_  
U.S. Geological Survey, Cooperative Research Units  
Program

Date: October 2, 2017

  
\_\_\_\_\_  
U.S. Fish and Wildlife Service

Date: 11/16/17

  
\_\_\_\_\_  
Wildlife Management Institute

Date: 10/6/17

Approvals: Contracting Officers (as required)

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USGS