

AGREEMENT FOR ESTABLISHMENT AND OPERATION
of the
TEXAS COOPERATIVE FISH AND WILDLIFE RESEARCH UNIT
by the
U.S. GEOLOGICAL SURVEY, U.S. DEPARTMENT OF THE INTERIOR
and
TEXAS TECH UNIVERSITY
and
TEXAS PARKS AND WILDLIFE DEPARTMENT
and the
WILDLIFE MANAGEMENT INSTITUTE
and the
U.S. FISH AND WILDLIFE SERVICE
(Non-Voting)

This agreement, effective on the date signed by all the parties, is entered into by the Unit Cooperators, hereinafter referred to collaboratively as "Cooperator": the U.S. Geological Survey, hereinafter referred to as "the Survey", Texas Tech University, hereinafter referred to as "the University", Texas Parks and Wildlife Department, hereinafter referred to as "TPWD", the Wildlife Management Institute, hereinafter referred to as "the Institute", and the U.S. Fish and Wildlife Service, hereinafter referred to as "the Service".

I. Authorization:

The Survey and the Service 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 Board of Trustees 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 colleges or universities, where such agreements or contracts, in the judgment of the Trustees, will promote the objectives of the University.

TPWD is authorized under the Parks & Wildlife Code to enter into agreements with educational institutions, nonprofit organizations, and other state and federal agencies, 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 of Texas.

The Institute is authorized by its charter to enter into cooperative agreements for the support of research at the Texas Cooperative Fish and Wildlife Research Unit (herein after referred to as the "Unit").

II. Purpose:

The Cooperators enter into 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 in Texas and the region through the unit as outlined in the following sections.

III. Objectives:

1. To conduct research into the ecology of renewable natural resources and to investigate the production, utilization, management, protection, and restoration of such resources, including fish and wildlife adaptation to a changing environment. This research will be relevant to the needs of the State, the geographical region, and the Nation.
2. To provide technical and professional education at the graduate and professional levels in the fields of renewable natural resource sciences.
3. To make available to resource managers, landowners, other researchers, and other interested public

entities 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, video/DVDs, and other appropriate mechanisms designed to disseminate the information to the intended audience.

5. To help address the information needs of the Cooperators, including the Service, the primary Federal client of the Units. This objective will include linking TPWD information needs with those of the Service so the many overlapping interests are properly and efficiently served. The Service is invited to be represented at each Unit Coordinating Committee meeting to make the information needs of the Service known and help shape the overall program of the Unit.

IV. The Survey agrees to:

1. Designate up to three (3) full-time employees of the Survey to staff the Cooperative Research Unit. One of these employees will continue to serve as Unit Leader, one shall continue to serve as Assistant Unit Leader for wildlife science and one shall continue to serve as Assistant Unit Leader for aquatic ecology. Other Survey 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 TPWD. All Survey employees shall meet the qualifications for graduate faculty status within the University unless otherwise agreed upon by the Cooperators.

2. Pay the salaries of Survey 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, training, facilities, and equipment 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. 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 annually per Survey 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 TPWD 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 at least the equivalent of two - positions for secretarial and administrative assistance; office, laboratory and storage space; computer facilities, as are regularly made available to other University Faculty; publication channels; museum facilities; library; equipment; maintenance of an emergency electrical generator and transfer switch previously provided by the U.S. Department of Interior; utilities, including both local and long distance telephone services, in locations where Federal Telecommunications Services are not available; indirect cost waivers on TPWD, the Survey, and the Service- supported research as defined in V.4; accounting services for Cooperator contributions to the Unit for research and training 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.
2. Recognize as regular members of the University faculty, those research scientists of the Survey who are assigned to the Unit. These personnel shall enjoy faculty rights, privileges and responsibilities that are consistent with their technical, professional, and academic involvement and contributions and be awarded 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 standards and procedures but will not be eligible for tenure 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 admission review and evaluation procedures of that program. All normal graduate support facilities of the program and appropriate university benefits are available to those individuals in accordance with their employment status.
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 TPWD and the Survey (as defined in section VI.3). Indirect costs will be charged for reimbursement at a reduced rate of 10% applied to the University's Modified Total Direct Cost (MTDC) as defined in their Negotiated Indirect Cost Rate Agreement for TPWD, Institute, Survey, and Service supported research contracts. The difference between these reimbursement rates and the University's regular indirect cost rate on contracts will be considered as part of the University's contribution to the Unit, if match is required. 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. If University issues a subaward under the Cooperative Agreement, the indirect cost restrictions will be passed down to the subawardee. 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. Unit personnel services to the University are to be considered in part to be in lieu of reduced University indirect cost rates for contract research supported by Cooperators. Invoices to TPWD shall include itemized detail of University indirect costs that have not been recovered or reimbursed. TPWD needs reports of the maximum indirect costs allowed in the contract for federal aid reimbursement purposes.

5. Cooperate in planning, developing, and executing research, in-service training, publications, demonstration projects, and other programs of the Unit.

6. Remain committed to sustain or grow their current fisheries and wildlife program to ensure that it will sustain a robust and healthy graduate studies curriculum.

VI. TPWD 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, TPWD agrees to provide annually, through University accounts, a minimum of \$80,000 (of which \$40,000 will be used for projects and \$40,000 will be used for programs including basic operational expenses of the Unit). These funds will not include indirect costs and will have no reporting requirements.

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:

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 as a non-voting member.

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, TPWD, the Institute, and the Service.

2. The Coordinating Committee, consisting of signature parties, or designated representative, to the Cooperative Agreement, 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. Examine, and approve or modify, the annual research 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.
- b. Evaluate and approve the Unit annual plan of activities, including proposed starts for all new

- projects.
- c. Integrate, insofar as practicable, 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.
 - d. 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.
 - e. A closed Executive Session of the Coordinating Committee may be held upon request of any Coordinating Committee member for dealing with issues or matters of policy that should not be part of open discussion. The Executive Session shall be attended only by official Coordinating Committee members.
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 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, to the extent allowed by applicable law.
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, to the extent allowed by applicable law.
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 TPWD 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 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 granting agencies.
7. All parties of the agreement cannot commit out-year funds and each year's funding is dependent upon appropriation or fund availability. However, it is the intent of all parties to financially and otherwise support the Unit as agreed to herein.
8. This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

X. Publications:

1. The principal investigator designated for specific projects 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

provided an information copy, prior to publication, for all publications arising from work sponsored or administered by the Unit. Publication restrictions that may be incorporated into grant or contract research will be observed, as will any applicable permission requirements for using information obtained from private property. 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 right 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 there from.

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 5 days after such conviction;
5. Notifying the Survey within 10 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. WHISTLEBLOWER RIGHTS AND REQUIREMENTS:

41 United States Code (U.S.C.) §4712, Enhancement of Recipient (Performing Agency) and Subrecipient (Sub-Contractors) Employee Whistleblower Protection:

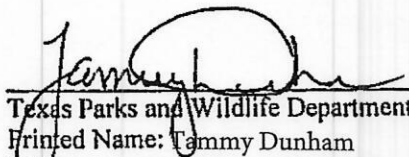
- a. a) This award, related subawards and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C.4712.
- b. b) Recipients, their subrecipients and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. §4712.
- c) The recipient shall Insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

XV. Effective date and termination:

This Agreement shall become effective on September 01, 2019, or on the date of the last signature, whichever is first, and shall continue in force for 6 years. All parties agree to start review and negotiation in year 5. If no changes are needed, an amendment extending the period another 6 years will be signed by all parties. If changes are needed, negotiations must be complete before the term of the agreement ends.

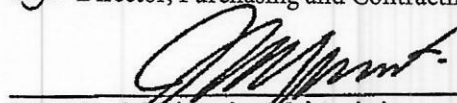
This agreement supersedes and replaces all previous agreements concerning the Texas Cooperative Fish and Wildlife Research Unit at Texas Tech University.

Approvals:




Texas Parks and Wildlife Department (TPWD)
Printed Name: Tammy Dunham
Title: Director, Purchasing and Contracting

Date: 8/23/2019



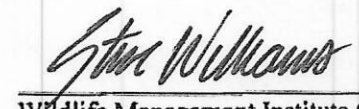
Texas Tech University (University)
Printed Name: Joseph A. Heppert, Ph.D
Title: Vice President for Research

Date: 9 Aug 19



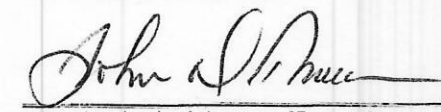
U.S. Fish and Wildlife Service (Service)
Printed Name:
Title:

Date: 9/4/19



Wildlife Management Institute (Institute)
Printed Name: Steve Williams
Title: President

Date: 9/27/19



U.S. Geological Survey (Survey)
Printed Name:
Title:

Date: 8/27/19