



United States Department of the Interior

NATIONAL PARK SERVICE

Northeast Region
15 State Street
Boston, Massachusetts 02109-3572

IN REPLY REFER TO:

October 2, 2003

A4415 (NER-COS)

H4525037056

Janett Trubatch
Vice Provost for Research
University of Rhode Island
70 Lower College Road
Kingston, RI 02881

Dear Ms. Trubatch:

Please find enclosed one (1) fully executed original copy of Cooperative Agreement H4525037056, between the National Park Service and the University of Rhode Island.

We would like to remind you of the reporting requirements outlined in the OMB Circulars. Please find enclosed the DI2010 (*U.S. Department of Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying*), SF269 (*Financial Status Report*), and SF270 (*Request for Advance or Reimbursement*). One (1) DI2010 should be submitted as soon as possible. In accordance with 43 CFR § 12.952, one (1) SF269 should be submitted annually from the effective date of the Cooperative Agreement. The SF270 is specified under *Article VI* (Award and Payment) of the Cooperative Agreement. All forms should be sent to **Carol Daye, Program Analyst at the National Park Service, Northeast Region, Natural Resources, 15 State Street, Boston, MA, 02109-3572.**

If you have any questions or concerns, please do not hesitate to contact me at (617) 223-5038.

Thank you very much for your support. We look forward to a continuing mutually beneficial relationship.

Sincerely,

Susan Gray
Procurement Assistant

Enclosures

cc: Elizabeth Johnson/NPS

COOPERATIVE AGREEMENT H4525037056

Between

**THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

And

THE UNIVERSITY OF RHODE ISLAND

(Principal Investigator: Y.Q.Wang)

Beginning Date: Date of Signature

Completion Date: Five years from date of
last signature

Fiscal Year 2003 Funding for Year 1:

- **Task 1:** Account # 2109-NII, \$ 31,466.
Account #2108-NII, \$ 7,820.
Account #2111-NII, \$ 81,164.
Total----- \$120,450.
- **Task 2:** Account #2110-COAS-NII, \$79,190

Not to Exceed \$ 199,640.

Budget Object Class: 411C

Project Title:

- **Task 1:** Impacts Of Land-Cover Change On The National Parks Of The Northeast
Temperate Network 0203-0451
-
- **Task 2:** Remote Sensing of Terrestrial and Submerged Aquatic Vegetation in Fire Island
National Seashore: Towards Long-term Resource Management and Monitoring
0304-0059
-

COR: Elizabeth Johnson

This Cooperative Agreement is entered into by and between the *University of Rhode Island* (hereinafter also known as the Cooperator) and the **United States Department of the Interior, National Park Service** (hereinafter also known as the Service).

ARTICLE I – BACKGROUND AND OBJECTIVES

The Cooperator is organized and maintained to conduct a program of education, research and extension designed to benefit all people of the State and to serve as a focal point concerning the use, conservation and management of park and recreation areas.

The principal objective(s) of the Cooperative Agreement (hereinafter also known as the Agreement) is/are to provide land use / land cover change analyses to the 11 National Parks in the Northeast Temperate Network (NETN) and to map terrestrial and submerged vegetation for Fire Island National Seashore and develop methods for long-term monitoring of vegetation changes for the 8 National Parks in the Northeast Coastal and Barriers Network (NCBN). The conduct and results of this project will be valuable to the programs of the Cooperator and will be valuable and necessary for the management of the areas and resources under the jurisdiction of the Service.

The Service and the Cooperator mutually desire to cooperate in executing this Agreement in order to conduct scientific research, monitoring, and interpretive activities so as to increase basic knowledge and understanding in areas of inquiry of relevance to the Service's mission (for the general good of the scientific community) to protect and manage the natural and cultural resources of the national park system and other similar areas elsewhere.

Both parties to this Cooperative Agreement desire to cooperate with one another for their mutual benefit and for the general benefit of the people of the United States and future generations.

It is contemplated that there will be substantial involvement, as specified in Article III of this Cooperative Agreement, by the Service in the work of the Cooperator.

ARTICLE II - AUTHORITY

The Act of August 25, 1916, as amended, *16 U.S.C. § 1, 2-4 (1988)*, declares that the Service will promote and regulate the use of the various federal areas known as units of the national park system by such means and measures as conform to the fundamental purpose of the national park system, which purpose is to conserve the scenery and natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.

16 U.S.C. § 1g provides broad authority for the National Park Service to, "in fiscal year 1997 and thereafter enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to state, local, and tribal governments, other public entities, educational institutions, and private non-profit organizations for the public purpose of carrying out National Park Service programs pursuant to *section 6305 of Title 31* to carry out public purposes of National Park Service programs."

16 U.S.C. § 1a-2(j) authorizes the Secretary of the Interior, in order to facilitate the administration of the national park system, to carry out the following activity under such terms and conditions as he may deem advisable: "Enter into cooperative agreements with public or private educational institutions, States, and their political subdivisions, for the purpose of

developing adequate coordinated, cooperative research and training programs concerning the resources of the national park system, and, pursuant to any such agreements, to accept from and make available to the cooperator such technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units as the Secretary deems appropriate; except that this paragraph shall not waive any requirements for research projects that are subject to the *Federal procurement regulations*."

16 U.S.C. §5933, Cooperative Study Units, authorizes and directs the Secretary to enter into cooperative agreements with colleges and universities, including but not limited to land grant schools, in partnership with other federal and state agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the resources of the national park system, or the larger region of which parks are a part.

ARTICLE III – STATEMENT OF WORK

A. The Cooperator agrees to:

Task 1:

1. Document land-cover types, using Landsat imagery, within and surrounding the 11 NETN National Parks for 3 time periods from early 1970's, mid-1980's, to the present.
2. Quantify changes in land-cover types within and adjacent to NETN parks for three time periods (1973-present).
3. Assess impacts of land-cover change on the NETN parks and neighboring protected lands by determining the amount each land-cover type that is protected around parks.

Task 2:

1. Develop digital maps of the terrestrial and near-shore vegetation and seagrass beds within the Fire Island National Seashore boundary using high spatial resolution QuickBird-2 multi-spectral satellite remote sensing data.
2. Map the estuarine and submerged aquatic habitats within and near the Fire Island National Seashore boundary using hyperspectral remote sensing data.
3. Compare and validate the agreement between satellite derived vegetation maps and the delineation result from the previous NPS vegetation mapping project.

4. Compare and validate the agreement between satellite derived submerged aquatic vegetation maps and the delineation result from photograph survey.
5. Develop working protocols that are transferable among NPS projects for the use of high spatial resolution satellite remote sensing data for estuarine and terrestrial vegetation habitat mapping.

B. The Service agrees to:

1. provide access to and use of the natural and cultural resources of units of the national park system for appropriate research, monitoring, and educational activities of the Cooperator, except for those activities which may conflict with the values and purposes of the area as stated in federal law or policy;
2. provide a description of Service management needs through appropriate planning documents and from direct contacts between specific park staff and the Cooperator;
3. provide necessary permits (e.g., collecting, special use, and research) subject to park approval, and assist Cooperator scientists in securing Antiquities Act permits, as needed, for work conducted within a park unit under this Cooperative Agreement.
4. participate with the Cooperators in workshops, park staff meetings and other forums to establish annual work tasks and priorities;
5. provide the cooperator with all existing bibliography and spatial data, reports, publications, etc from existing park sources as required;
6. maintain and archive all reports and data layers;
7. provide personnel time of parks, Northeast Temperate Network Coordinator and Data Manager, Northeast Coastal and Barrier Network Coordinator and Data Manager, Northeast Region Inventory and Monitoring Coordinator and other Northeast Region Science Program staff to evaluate work in progress, consult with the Cooperator, assist with database development, mapping and;
8. make available, not to exceed \$366,952 (\$230,319 for task 1 and \$136,633 for task 2) in FY2003, to the Cooperator to carry out the terms of this Agreement. Based upon satisfactory project progress, additional funding may be obligated to the Agreement by additional amendments and upon approval of associated research and budget proposals.
9. provide GIS boundary files, digital georeferenced orthophotographs and aerial photographs, and associated metadata if available. For Task 1, the NETN will provide GIS coverages and associated metadata with respect to the boundaries of

conservation lands surrounding the park in the Network. Available data will be compiled and submitted to the project P.I.'s on or before September 15, 2003. Buffer zones for the NETN parks as well as surrounding protected areas will be determined by this time as well.

10. provide NPS personnel, as available, to assist in selection of sampling sites and installation of survey equipment.
11. provide NPS vehicle access to remote portions of the parks for field work as road conditions allow, subject to the determination of the Superintendent. Permission to use University vehicles or University staff vehicles on parks roads in order to accomplish the objectives of this project may be granted as road conditions allow.

C. The Service and Cooperator jointly agree to:

1. meet together periodically, and with other cooperators, to coordinate activities and track progress and expenditures of individual projects; and
2. plan and develop interpretive and educational materials and programs about individual projects, such as brochures, news releases, media contacts, signs, exhibits, field trips, and school activities, and acknowledge involvement of all partners in published materials and project information/publicity.

ARTICLE IV – TERM OF AGREEMENT

This Cooperative Agreement will become effective upon signature of both parties and extend for 5 years from date of last signature unless terminated earlier in accordance with Article XI.

ARTICLE V – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the Service:

Elizabeth Johnson
Regional Inventory and Monitoring Coordinator
Northeast Region
University of Rhode Island
105 Coastal Institute
Kingston, RI 02881
email: beth_johnson@nps.gov
Phone: (401) 874-7060
Fax: (401) 874-4561

2. For the Cooperator:

Y. Q. Wang
Associate Professor
Department of Natural Resources Science
University of Rhode Island
Kingston, RI 02881-0804
(401) 874-4345
yqwang@uri.edu

- B. Communications - The Cooperator will address any communication regarding this Agreement to the Service key official.
- C. Changes in Key Officials - Neither the Service nor the Cooperator may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – AWARD AND PAYMENT

Work plans and budgets specifying the tasks the Cooperator will accomplish during the term of this Agreement are attached to this Agreement. On a reimbursable basis, the Service will make available, not to exceed, \$120,450. for Task 1 and \$79,190. for Task 2 in FY03, to be paid to the Cooperator for costs incurred during the conduct of year 1 of this project. Based on the availability of funding in FY04, and satisfactory completion of year 1 products the Service will provide additional funds to the Cooperator for completion of year 2 described in the attached task proposals.

The chargeable appropriation for Fiscal Year 2003 Funding:

- Task 1: Account # 2109-NII, \$31,466.
Account #2108-NII, \$7,820.
Account #2111-NII, \$81,164.
- Task 2: Account #2110-COAS-NII, \$79,190

Nothing in this Agreement will be construed as binding the Service to expend in any fiscal year any sum in excess of the appropriation made by Congress for purposes of this Agreement in that fiscal year.

The Cooperator shall be reimbursed for indirect costs at the negotiated rate of 25.0% of Modified Total Direct Costs. The Cooperator will contribute the balance of its standard indirect cost rate as services-in-kind support.

The Cooperator will submit requests for reimbursement on Standard Form 270 (SF-270), Request for Advance or Reimbursement, original and two copies, to the Service key official. Payment will be made no more frequently than monthly and will be paid by Electronic Funds Transfer.

ARTICLE VII - PRIOR APPROVAL

The Cooperator shall obtain prior approval for budget and program revisions, in accordance with OMB circular A-110 as codified by 43 CFR §12.925.

ARTICLE VIII - LIABILITY

The Cooperator agrees:

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of the Cooperator, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To purchase public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, the Cooperator shall provide the Service with confirmation of such insurance coverage.
- C. To provide workers' compensation protection to Cooperator officers, employees, and representatives.
- D. To pay the United States the full value for all damage to the lands or other property of the United States caused by the Cooperator, its officers, employees, or representatives.
- E. In the event of damage to or destruction of Service buildings and facilities assigned for the use of the Cooperator in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the Service to replace or repair the buildings or facilities. If the Service determines in writing, after consultation with the Cooperator, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Cooperator, the Service shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to

substitute and assign other facilities acceptable to the Cooperator will constitute termination of this Agreement by the Service.

- F. To cooperate with the Service in the investigation and defense of any claims that may be filed with the Service arising out of the activities of the Cooperator, its agents, and employees.

ARTICLE IX – REPORTS AND/OR DELIVERABLES

Funds advanced for specific projects or activities will be tracked and reported by annual submittal of Standard Form 269, Financial Status Report.

The Cooperator will keep records concerning this Agreement in accordance with the requirements of Article XII, Paragraph A, General Provisions, and all applicable Office of Management and Budget Circulars. The Cooperator will give the Service and the Comptroller General of the United States, or any authorized representative, access to and the right to examine all records related to this Agreement. The Service will give the Cooperator or any authorized representative the right to examine any records related to this Agreement that otherwise would be available to the Cooperator under the *Freedom of Information Act*, 5 U.S.C. §552.

Task 1:

All draft deliverables will be subject to peer scientific and Service management reviews. All mutually agreed upon comments and revisions to draft deliverables shall be addressed and incorporated during the preparation of the final deliverables. All draft and final deliverables shall be submitted to the Northeast Temperate Network Coordinator (Greg_Shriver@nps.gov) and/or his designees. The Network Coordinator will further distribute individual reports and data to each park on CD (or DVD).

All draft reports must be double spaced and final reports single spaced. Draft reports will be submitted in MS Word format and final reports both in MS Word and PDF format. All reports and data will be issued in digital format, on digital media (CD or DVD). One CD containing the final reports and data will be submitted to the NETN Coordinator, additional CD's for each park will be provided by the cooperator once all final products have been accepted. The media that the final report is issued on will have an html interface to assist with finding desired data and written information.

Unless otherwise specified, the Cooperator shall follow all the requirements of the Service's Northeast Region I&M Program Product Specifications that specify the content and format for all deliverable reports, spatial and non-spatial databases, and Federal Geographic Data Committee (FGDC) metadata. These guidelines shall be provided to the Cooperator's principle investigator.

Deliverables and Schedule:

Progress reports for each Network park will be submitted to the NETN Coordinator on or before August 31, 2004. These reports will include the current status of each park's land-cover classification and ground truthing results.

The draft and final products submitted on or before March 18, 2005 and July 15, 2005, respectively, will consist of the following:

- Written reports for each of the parks as well as a Network-wide comprehensive report addressing the Network as a whole. Reports will include: (1) Finalized land-cover classification for each park and surrounding lands. (2) Land-use change analyses and associated tables for each park. (3) An assessment and interpretation of land-cover changes and associated impacts to parks over 3 time periods within each park and nearby protected areas, as well as within buffer zones determined by park management and Inventory and Monitoring program staff, surrounding each park and protected area.
- FGDC compliant metadata for each spatial data set developed as part of this project. All metadata will be parsed following the Service GIS guidelines and provided in three file formats, ASCII text, HTML and SGML.
- Accuracy assessment analysis of all map products produced including a description of the methods used, locations of all field sites with GPS coordinates, field data, field verification photos, and the results.
- GRID land-cover and equivalent ArcInfo vector polygon files for each park addressing each of the 3 time periods as well as land-cover change analysis results for each park and AT segment. Spatial resolution of the files will correspond to spatial resolution of source imagery. All files will be accompanied by FGDC compliant metadata.
- Source GIS data as either an ArcInfo coverages and interchange files or ArcView shapefiles with FGDC metadata if permitted by issuing agency.
- Source Landsat imagery if permitted by issuing agency.
- Tabulated land-cover change data within defined buffer zones for each park and AT segment in the NETN.

Task 2.

The required deliverables and their due dates are described below. All deliverables shall be submitted in draft on or before June 30, 2005, and will be subject to peer scientific and Service management reviews. All mutually agreed upon comments and revisions to draft deliverables shall be addressed and incorporated during the preparation of the final deliverables. Final deliverables shall be submitted on or before August 31, 2005. All draft and final deliverables shall be submitted to the Service's Northeast Coastal and Barrier Network Coordinator

(Bryan_Milstead@nps.gov) and/or his designee. The Network Coordinator will further distribute individual reports and data to the park on CD (or DVD).

The draft and final reports must be double and single spaced respectively. The draft report will be submitted in MS Word format and the final report both in MS Word and PDF format. All reports and data will be issued in digital format, on digital media (CD or DVD). One CD containing the final report and data will be submitted to the NCBN Coordinator, additional CD's for each park will be provided by the cooperator once all final products have been accepted.

Unless otherwise specified, the Cooperator shall follow all the requirements of the Service's Northeast Region I&M Program Product Specifications that specify the content and format for all deliverable reports, spatial and non-spatial databases, and Federal Geographic Data Committee (FGDC) metadata. These guidelines shall be provided to the Cooperator's principle investigator.

Deliverables and Schedule:

A progress report shall be submitted on or before June 1, 2004 in MS Word format via e-mail to the NCBN Coordinator (bryan_milstead@nps.gov).

The draft and final products shall be submitted on or before June 30, 2005 and August 31, 2005, respectively, and shall consist of the following:

- A report that includes: (1) The most updated (2003) terrestrial vegetation and seagrass bed maps of the Fire Island National Seashore obtained from QuickBird-2 satellite imagery. (2) Estuarine and Submerged Aquatic Habitat Map for the Great South Bay adjacent to Fire Island National Seashore derived from airborne AVIRIS or space-borne Hyperion hyperspectral remote sensing data. (3) Descriptions of the habitat and vegetation mapping units employed. (4) Detailed protocols for the use of satellite imagery for habitat classification including image processing, and post-classification improvement modeling and a discussion of the cost and utility for long-term monitoring of terrestrial and aquatic vegetation. (5) A comparison and validation of the agreement between map products developed during this study with those from existing photographic surveys. (6) Accuracy assessment analysis of all map products produced including a description of the methods used, locations of all field sites with GPS coordinates, field data, field verification photos, and the results. (7) Hard-copy maps showing vegetation and submerged aquatic habitat classification result.
- Federal Geographic Data Committee (FGDC) compliant metadata for each spatial data set developed as part of this project. All metadata will be parsed following the Service GIS guidelines and provided in three file formats, ASCII text, HTML and SGML.
- Digital copies of the remote sensing data obtained for this project and all derived products.
- Differentially corrected GPS coordinates (UTM NAD83) of all sampling locations as either an ArcInfo coverage and interchange file or ArcView shapefile.

- Map products and derived digital data to be delivered as either ArcInfo coverages or ArcView shapefiles in UTM coordinates (NAD83).
- A highlight or article about the overall project results for submission and consideration by the editorial board of the Service's "Park Science" bulletin on or about January 31, 2005.

The Cooperator is encouraged to publish the results of these projects in refereed professional scientific publications and to present findings at conferences and symposia during and after the time period that this Agreement is in effect. The Service's key official and appropriate Park(s) Superintendent(s) appreciate opportunities to review manuscripts or presentations and receive copies of final reprints or publications.

ARTICLE X – PROPERTY UTILIZATION

Any tools, equipment, and facilities furnished by the Service will be on a loan basis and will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 43 *CFR* §12.933 through 12.935 apply to this Agreement. The specific method for disposition of equipment acquired by the Cooperator with funds obligated under this Cooperative Agreement will be mutually agreed to prior to any disposition.

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Cooperative Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Cooperative Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XII - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. **OMB Circulars and other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Cooperative Agreement:
 - (a) *OMB Circular A-21*, "Cost Principles for Educational Institutions."
 - (b) *OMB Circular A-110*, as codified by 43 *CFR Part 12, Subpart F*, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations."
 - (c) *OMB Circular A-133*, "Audits of States, Local Governments, and Non-Profit Organizations."

- (d) 43 *CFR* Part 12, Subpart D, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)."
- (e) 43 *CFR* Part 12, Subpart E, "Buy American Requirements for Assistance Programs."
- (f) *FAR* Clause 52.203-12, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions."

2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the *Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); Title V, Section 504 of the *Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition** - 18 U.S.C. § 1913, Lobbying with Appropriated Moneys - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
4. **Anti-Deficiency Act** - 31 U.S.C. § 1341 - Nothing contained in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Minority Business Enterprise Development** - *Executive Order 12432* - It is national policy to award a fair share of contracts to small and minority firms. The Service is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 *CFR* § 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 *CFR* § 12.76 for State and Local Governments.

B. Special Provisions

1. Public Information

- (a) The Cooperator will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the Cooperator represents. No release of information relating to this Agreement may state or imply that the Government approves of the work product of the Cooperator or considers the Cooperator's work product to be superior to other products or services.
- (b) The Cooperator will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."
- (c) The Cooperator will obtain prior approval from the Service key official for any public information release which refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official who will forward such materials to appropriate Service personnel for timely approval.
- (d) The Cooperator agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.
- (e) All data, documentation, and information of any kind produced under this Agreement, including all research notes, shall be delivered to the NPS on or before the termination date of this Agreement (or "of the specific Task Agreement"). The Cooperator hereby grants the United States of America a world-wide, royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, all copyrightable material first produced or composed under this Agreement by the Cooperator, its employees, or any individual or concern specifically employed or assigned to originate and prepare such material.

2. Publication of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XIII - ATTACHMENTS

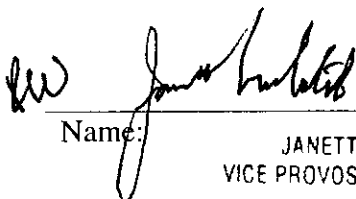
The circulars, regulations, and forms previously specified in this Cooperative Agreement are incorporated by reference and made a part of this Cooperative Agreement. In addition, the following form(s) are attached to and made a part of this Cooperative Agreement:

1. DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying.
2. Standard Form 424 (SF-424), Application for Federal Assistance.
3. Vendor Maintenance Form
4. Proposal Task 1: Impacts of Land-Cover Change on the National Parks of the Northeast Temperate Network, Y. Q. Wang and G. Bonyne, 10 June 2003.
5. Proposal Task 2 Remote Sensing of Terrestrial and Submerged Aquatic Vegetation in Fire Island National Seashore: Towards Long-term Resource Management and Monitoring, Y. Q. Wang and Mike Traber, 10 June 2003.

ARTICLE XIV - SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this Cooperative Agreement on the latter date set forth below.

UNIVERSITY OF RHODE ISLAND


Name: _____

JANETT TRUBATCH
VICE PROVOST FOR RESEARCH


Date: _____

Title:

NATIONAL PARK SERVICE

Beth A Fandree

9/11/03
Date

Contract Officer
Northeast Region
Boston Office
15 State Street
Boston, Massachusetts