

NON-FUNDED COOPERATIVE AGREEMENT

BETWEEN
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
CHESAPEAKE BAY PROGRAM

AND

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESEARCH SERVICE
HENRY A. WALLACE BELTSVILLE AGRICULTURAL RESEARCH CENTER

AND

MIDATLANTIC REGIONAL WATER QUALITY PROGRAM
OF THE LAND GRANT UNIVERSITIES

This Non-Funded Cooperative Agreement (NFCA) is entered into by and among the Chesapeake Bay Program of the U.S. Environmental Protection Agency (EPA), the Henry A. Wallace Beltsville Agriculture Research Center of the Agricultural Research Service in the U.S. Department of Agriculture (BARC), and the Mid-Atlantic Regional Water Quality Program of the Land Grant Universities (WQP), effective this 5th day of October, 2005.

I. PURPOSE

The purpose of this NFCA is to strengthen cooperation among the parties to fulfill the commitments of the *Chesapeake 2000* agreement of the Chesapeake Bay Program, especially the “Keystone Commitments,” a copy of which is attached as Exhibit A to this document.

The parties recognize that cooperation is a matter of working together toward common goals of mutual interest, not merely of cooperative financing or sharing of research, outreach and education activities, and occurs only through mutual understanding and efficient administration of cooperative programs. This NFCA defines in general terms the basis on which the parties will cooperate with one another in areas of mutual interest. Individual research, and associated education and outreach projects may be developed and executed by two or more parties consistent with this NFCA.

II. INDEPENDENT INTERESTS OF THE PARTIES

A. The parties are currently engaged in and have independent interests in research, education and outreach designed to meet the commitments of the Chesapeake Bay Program in Living Resource Protection and Restoration, Vital Habitat Protection and Restoration, Water Quality Protection and Restoration, Sound Land Use, and Stewardship and Community Engagement. This agreement will enhance current and future areas of study and research results and improve coordination of outreach and education associated with those results.

- B. EPA is the lead federal agency for coordinating Chesapeake Bay research. The EPA-Chesapeake Bay Program and the EPA-Office of Research and Development are both involved with research and technology transfer activities vital for the successful restoration of the Bay.
- C. BARC has a number of on-going projects, results of which could have immediate impact on solving critical research issues of mutual concern to the parties.
- D. The WQP coordinates and conducts among nine (9) state land grant colleges and universities new education and outreach activities on water quality in the Mid Atlantic region, of which several key projects are relevant to the Chesapeake Bay water quality goals.

III. CONTRIBUTIONS OF THE PARTIES

To facilitate the purpose of this NFCA, each party agrees to:

- A. Work closely with one another in planning and conducting cooperative research and linked education and outreach activities; and
- B. Assign appropriate agency staff, or in the case of WQP designate regional university team members, to assist in identifying, planning and implementing cooperative research and linked education and outreach activities of mutual interest; and
- C. Develop and facilitate joint exchanges of scientific personnel; and/or
- D. Furnish or arrange for suitable contributions of land, facilities, equipment, supplies, labor, funds and other resources to support mutually agreed upon collaborative research and linked education and outreach activities.

IV. COOPERATIVE ACTIVITIES

The following terms shall guide and apply to all research projects and related outreach and educational activities.

- A. Broad outlines of research areas of study will be discussed and agreed to through meetings of the appropriate Chesapeake Bay Program Committees (Federal Agencies Committee, Scientific & Technical Advisory Committee, for example) and other ad hoc meetings, as necessary.
- B. Broad outlines of education and outreach linked to research programs will be discussed through mutually attended and appropriate Chesapeake Bay meetings and activities.
- C. The details of all future cooperative undertakings between two or more parties shall be planned and implemented under the auspices of separate agreements among the participating parties. Each separate agreement shall address:
 - 1. Goals and objectives, working plans, research methodologies, and procedures for the project; and

2. Consistent with Federal law, ownership rights in and to any intellectual property (including copyrightable works, inventions, discoveries, data and other results of research) developed, created or conceived of in the performance of work under each separate agreement; and
 3. The rights of the non-owning party or parties to use and practice intellectual property;
 4. The rights of each party to the separate agreement to make public the intellectual property and/or publish the results of work; and
 5. Other matters mutually agreed to by the parties.
- D. Nothing in this NFCA is to be construed as interfering in any way with the basic responsibilities and authority for independent action of the undersigned signatory parties.
- E. All cooperative activities performed under separate written agreements must conform to the policies and regulations of the cooperating parties.
- F. Nothing in this NFCA commits a party to pledge specific levels of financial or personnel support or to make other specific commitments of resources. A party's contributions to a particular collaborative activity shall be subject to the availability of resources. Each party will handle and expend its own funds.
- G. Each party shall be free to purchase and use any equipment needed to achieve the goals of this agreement. Equipment purchased with separate agency or institution funds shall remain the property of the funding agency or institution and shall be subject to removal or other disposition by it at any time.

V. GENERAL PROVISIONS

- A. Any party may request a modification to this NFCA by submitting the proposed modification in writing to the other parties no less than ninety (90) calendar days prior to the proposed effective date of the modification. No modification shall become effective unless agreed to by mutual written agreement of all the parties.
- B. This NFCA remains in effect for five (5) years and may be extended by mutual agreement of the Parties in writing.
- C. This NFCA may be terminated at any time upon the written request of any party sent to the other parties no less than ninety (90) calendar days prior to the proposed date of termination. The parties shall agree, in writing, whether cooperative activities not yet completed at the time of the proposed date of termination shall continue beyond the date of termination.
- D. All communications from one party to the others shall be addressed to each party's authorized signatory to this NFCA and in the manner set forth on Exhibit B attached to this document, or, upon written notice to the other parties, another designated contact person.

- E. This NFCA is and will be available for disclosure to the general public.
- F. This NFCA is an agreement among the parties and does not create or confer any right or benefit on any other person or party, private or public.
- G. With respect to one another, the parties to this NFCA are and shall remain independent. Nothing herein shall be construed as implying that the employees of any party are employees of any other parties.
- H. A determination that any term of this NFCA is invalid for any reason shall not affect the validity of its remaining terms.
- I. This NFCA, including Exhibit A and Exhibit B, constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, whether oral or written.

AGREED TO:

U.S. ENVIRONMENTAL PROTECTION AGENCY

BY: _____
 Rebecca Hanmer, Director Date
 Chesapeake Bay Program Office, US EPA

U.S. DEPARTMENT OF AGRICULTURE, AGRICULTURAL RESEARCH SERVICE

BY: _____
 Phyllis E. Johnson, Director Date
 Beltsville Agricultural Research Center, USDA/ARS

MIDATLANTIC REGIONAL WATER QUALITY PROGRAM

By: _____
 Cheng-i Wei, Dean Date
 College of Agriculture and Natural Resources
 University of Maryland, College Park

Exhibit A

Keystone Commitments

(attached)

Exhibit B

Notices

When this NFCA requires that a communication be made in writing, the communication shall be sent to each party (a) by first-class mail, postage prepaid to the mailing address of the designated signatory specified below or (b) by E-mail or facsimile specified below, followed by first-class mail, postage prepaid to the mailing address.

1. EPA
Mailing address: Rebecca Hanmer, Director
Chesapeake Bay Program Office
US Environmental Protection Agency
410 Severn Avenue, Suite 109
Annapolis, MD 21403
E-mail: hanmer.rebecca@epa.gov
Facsimile Number: (410) 267-5777
Telephone Number: (410) 267-5709

 2. BARC
Mailing address: Phyllis E. Johnson, Director
USDA / ARS / Beltsville Agricultural Research Center
10300 Baltimore Avenue
Building 003, Room 223
Beltsville, MD 20705
E-mail: johnsonp@ba.ars.usda.gov
Facsimile Number: (301) 504-5863
Telephone Number: (301) 504-6078

 3. WQP
Mailing address: Thomas Simpson, Project Director
University of Maryland Chesapeake Bay Program
1209 Symons Hall
College Park, MD 20742
E-mail: ts82@umail.umd.edu
Facsimile Number: (301) 405-2963
Telephone Number: (301) 405-5696
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Keystone Commitments

LIVING RESOURCE PROTECTION AND RESTORATION

Oysters

- By 2010, achieve, at a minimum, a tenfold increase in native oysters in the Chesapeake Bay, based upon a 1994 baseline. By 2002, develop and implement a strategy to achieve this increase by using sanctuaries sufficient in size and distribution, aquaculture, continued disease research and disease-resistant management strategies, and other management approaches.

Multi-species Management

- By 2007, revise and implement existing fisheries management plans to incorporate ecological, social and economic considerations, multi-species fisheries management and ecosystem approaches.

VITAL HABITAT PROTECTION AND RESTORATION

Submerged Aquatic Vegetation

- By 2002, implement a strategy to accelerate protection and restoration of SAV beds in areas of critical importance to the Bay's living resources.

Watersheds

- By 2010, work with local governments, community groups and watershed organizations to develop and implement locally supported watershed management plans in two-thirds of the Bay watershed covered by this Agreement. These plans would address the protection, conservation and restoration of stream corridors, riparian forest buffers and wetlands for the purposes of improving habitat and water quality, with collateral benefits for optimizing stream flow and water supply.

Wetlands

- By 2010, achieve a net resource gain by restoring 25,000 acres of tidal and non-tidal wetlands. To do this, we commit to achieve and maintain an average restoration rate of 2,500 acres per year basin wide by 2005 and beyond. We will evaluate our success in 2005.

Forests

- Conserve existing forests along all streams and shorelines.

WATER QUALITY PROTECTION AND RESTORATION

Nutrients and Sediments

- By 2010, correct the nutrient- and sediment-related problems in the Chesapeake Bay and its tidal tributaries sufficiently to remove the Bay and the tidal portions of its tributaries from the list of impaired waters under the Clean Water Act.

SOUND LAND USE

Land Conservation

- Strengthen programs for land acquisition and preservation within each state that are supported by funding and target the most valued lands for protection. Permanently preserve from development 20 percent of the land area in the watershed by 2010.

Development, Redevelopment and Revitalization

- By 2012, reduce the rate of harmful sprawl development of forest and agricultural land in the Chesapeake Bay watershed by 30 percent measured as an average over five years from the baseline of 1992-1997, with measures and progress reported regularly to the Chesapeake Executive Council.

STEWARDSHIP AND COMMUNITY ENGAGEMENT

Education and Outreach

- Beginning with the class of 2005, provide a meaningful Bay or stream outdoor experience for every school student in the watershed before graduation from high school.