

NON-FUNDED COOPERATIVE AGREEMENT (DRAFT FOR COMMENT)

B E T W E E N

THE FEDERAL AGENCIES AND STATES OF THE HYPOXIA TASK FORCE

AND

THE LAND GRANT UNIVERSITIES LOCATED IN THE 12 STATES THAT ARE
MEMBERS OF THE HYPOXIA TASK FORCE

This Non-Funded Cooperative Agreement (NFCA) is entered into by and among the Hypoxia Task Force Federal Agencies including the Environmental Protection Agency, the United States Department of Agriculture's Research, Education, and Economics (REE) mission area and Natural Resources Conservation Service, the U.S. Army Corps of Engineers, the Department of Interior's U.S. Geological Survey and the National Oceanic and Atmospheric Administration, the Hypoxia Task Force member states of Arkansas, Ohio, Indiana, Illinois, Kentucky, Tennessee, Missouri, Minnesota, Wisconsin, Iowa, Mississippi and Louisiana, and the Land Grant Universities (LGUs) located in those 12 states effective this 24th day of September, 2013.

I. PURPOSE

The purpose of this NFCA is to strengthen cooperation among the parties to fulfill the commitments of the *Gulf Hypoxia Action Plan 2008 for Reducing, Mitigating and Controlling Hypoxia in the Gulf of Mexico and Improving Water Quality in the Mississippi River Basin* (http://water.epa.gov/type/watersheds/named/msbasin/upload/2008_8_28_msbasin_ghap2008_update082608.pdf), especially Actions 1 and 2 related to the development and implementation of federal and state nutrient reduction strategies.

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. 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. The Environmental Protection Agency is the federal co-chair of the Hypoxia Task Force.
- C. The State of Iowa's Department of Agriculture is the current rotating co-chair of the Hypoxia Task Force.

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 related to nutrients; and
- B. Assign appropriate agency staff, or in the ease of the LGUs designate regional university team members, to assist in identifying, planning and implementing cooperative research and linked education and outreach activities of mutual interest.

IV. COOPERATIVE ACTIVITIES

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

- A. Broad outlines of education and outreach linked to research programs will be discussed through mutually attended and appropriate meetings and activities.
 - B. This Agreement provides a framework for greater collaboration at various levels among Mississippi/Ohio River Basin states tasked with developing a nutrient reduction strategy for their state with their LGU that has research and extension education capacity to address agriculture's contribution to excessive nutrient loadings. The framework includes the following elements:
 - 1. Formation of a network of LGUs among the twelve HTF states that focuses on the development and implementation of nutrient reduction strategies and for the activities of the HTF.
 - 2. Organization and engagement of appropriate LGU faculty to work with its HTF member agency within each state.
 - 3. Outreach and education to the agricultural community at the state and national levels.
- 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; and
 - 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 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 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: _____
Nancy Stoner, Co-chair of the Hypoxia Task Force

STATE OF IOWA, DEPARTMENT OF AGRICULTURE

BY: _____
Bill Northey, Co-chair of the Hypoxia Task Force

LAND GRANT UNIVERSITIES

BY: _____