

**Memorandum of Understanding  
Among The  
University of Alaska Southeast,  
University of Alaska Fairbanks,  
U.S. Department of Agriculture  
Forest Service  
Pacific Northwest Research Station  
And The  
National Forest System  
Alaska Region,  
U.S. Department of Interior  
U.S. Fish and Wildlife Service Alaska Region,  
And The City and Borough of Juneau, Alaska**

August 7, 2009

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into for the purpose of establishing the Alaska Coastal Rainforest Center (ACRC) to serve as a collaborative environment that expands and enhances education and research opportunities by coordinating activities among the cooperating agencies.

The cooperating agencies include the University of Alaska, Southeast (the "University" in general terms or "UAS" in specific terms); University of Alaska, Fairbanks (the "University" in general terms or "UAF" in specific terms), the U.S. Forest Service Pacific Northwest Research Station ("PNW"), the U.S. Forest Service Alaska Region ("NFS"), the Alaska Region of the U.S. Fish and Wildlife Service ("FWS"), and the City and Borough of Juneau, Alaska ("CBJ"). When referring to the Forest Service in general, it will be referred to as the "Forest Service."

**STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

- A. Each Cooperating Agency supports collaboration in the advancement, organization, and conduct of education and research to enhance the lives of Alaskans and society as a whole. Education includes formal and informal K-12 grade level, undergraduate and graduate education, professional training, in-service training, technical assistance, public relations, and demonstration programs relating to coastal rainforest ecosystems as outlined in the following sections.
- B. Each Cooperating Agency has responsibilities and interests in the management and conservation of natural resources and agrees that natural resources of the United States need to be used, conserved, and managed in order to meet growing public demand for a broad spectrum of goods, services, and aesthetic benefits. In consideration of the above, the cooperating agencies agree to the following objectives:
  - 1. To provide opportunities for FWS, PNW, NFS, and CBJ professionals, and faculty from UAS and UAF, to participate in the education of students and others regarding rainforest ecosystems and natural resource management;

2. To conduct research into Alaska's temperate rainforest ecosystems, focusing on long-term research on Alaskan coastal forests and near-marine environments;
3. To apply knowledge gained through the collaboration to meet education and management needs for sustainable use of the resources contained within coastal rainforest ecosystems;
4. To make available to communities, tribal organizations, resource managers, landowners, other researchers, and other interested members of the public, facts, methods, literature, and new findings and to disseminate this information through all suitable types of media (reports, bulletins, circulars, films, journal and magazine articles, and internet); and
5. To develop and disseminate regional, long-term, predictive climate models.

### **Vision for the ACRC**

Alaska's rainforests encompass interlinked ecosystems that extend from the glaciated coastal mountains through the temperate forests to the productive marine waters of the north Pacific. The Alaska Coastal Rainforest Center will stimulate education and research by synthesizing ecological, economic, and social information to support vibrant and resilient communities and ecosystems in one of the most dynamic environments in the world.

### **Mission of the ACRC**

Meeting the highest standards of scholarship, ACRC will develop and deliver educational opportunities, conduct research, and promote learning for the community about temperate rainforests.

To carry out this mission, ACRC will facilitate public policy dialogue and foster a greater understanding of the interactions among rainforest ecosystems, communities, and social and economic systems. The Natural Resource Library, located at UAS, will be the depository for publications generated from ACRC activities. All ACRC members will be afforded virtual and physical access to the Natural Resource Library.

### **The ACRC Cooperating Agencies**

#### **The University of Alaska Southeast (UAS)**

The University is a regional education institute with the main campus located in Juneau and extended campuses in Sitka and Ketchikan. UAS is part of the larger University of Alaska educational system which includes two other separately accredited urban universities in Anchorage and Fairbanks. UAS currently has a strong faculty in marine biology and environmental sciences that are involved with a diversity of ecological research. UAS has an interest in further developing its teaching, research, and service elements to better support education and research in temperate rainforests, including greater attention to forest ecology, wildlife ecology, and the social and economic aspects of the coastal rainforest region.

#### **The University of Alaska Fairbanks (UAF)**

The University of Alaska Fairbanks is the state's research-intensive, Ph.D. granting, Land Grant institution with state-wide educational responsibilities conducted through each of its five community campuses located in Kotzebue, Nome, Bethel, Dillingham, and Interior/Aleutians. UAF is home to several research institutes, programs, and public policy initiatives that will serve ACRC members including: SNRAS' Agriculture and Forestry Experiment Station, the Scenarios Network for Alaska Planning (SNAP), and the Resilience and Adaptation Program. UAF faculty possess strong academic and research expertise in forestry, environmental studies, fisheries and ocean sciences, natural resource management, wildlife and Arctic biology, climate change studies, geophysics, and hydrology. Pre-college (K-12) and community outreach initiatives are integral to many UAF academic and research programs.

### **The Pacific Northwest Research Station of the Forest Service (PNW)**

The PNW Research Station is part of the research branch of the U.S. Forest Service. Within PNW, there are ten research locations in Oregon, Washington, and Alaska, as well as the headquarters office in Portland, Oregon. The PNW Research Station is one of seven research stations in the United States. PNW scientists in Juneau, Sitka and elsewhere conduct research on ecological, economic, and social issues dealing with Alaska's temperate rainforest and provide information that helps to maintain resilient communities.

### **The Alaska Region of the Forest Service (NFS)**

The Alaska Region, one of nine regions across the United States, contains the two largest national forests in the nation: the Chugach National Forest and the Tongass National Forest. As a part of the Tongass National Forest, the Mendenhall Glacier Visitor Center in Juneau serves 400,000 visitors annually by providing a range of interpretive services about glaciers and local ecosystems. The Tongass National Forest also provides rangers on cruise ships and Alaska State Ferries to interpret the landscapes and ecosystems for tourists. In addition, the conservation education programs associated with the Visitor Center serve hundreds of K-12 students both on-site and in the classroom.

### **The Alaska Region of the U.S. Fish and Wildlife Service (FWS)**

The Alaska Region, one of nine regions across the United States, manages four field offices and sixteen national wildlife refuges, totaling more than 76 million acres of land. The Juneau and Anchorage Field Offices, Alaska Maritime NWR, Kodiak NWR, and Kenai NWR manage FWS services and lands within the coastal temperate rainforest. FWS priorities focus on six conservation priorities: 1) National Wildlife Refuge System management, 2) landscape conservation through cooperation with partners, 3) migratory bird conservation and management, 4) achieving recovery and preventing extinction of threatened and endangered species, 5) managing and protecting aquatic habitat and terrestrial and aquatic trust species, and 6) connecting people with nature.

### **The City and Borough of Juneau, Alaska (CBJ)**

The City and Borough of Juneau is a home-rule municipality and exercises the powers granted to it by the Alaska State Constitution. Covering about 3,248 square miles, Juneau is twice the size of the state of Rhode Island. The state's capital, Juneau is the largest community located in the state's temperate coastal rainforest.

### **The Cooperating Agencies agree that:**

1. The ACRC will be led by a Director that will be an employee of and will be supervised by the University in consultation with the Cooperating Agencies. The Director may be employed on either a

full or part time appointment. Selection of the Director will be made by a committee formed by the Cooperating Agencies. An Interim Director may be appointed if the appointment is approved by the Cooperating Agencies. The Cooperating Agencies pledge to seek resources to support the Director position, and employment of a director is subject to funding and at the sole discretion of the University.

2. The ACRC will sponsor an annual coordination meeting of cooperators to review the ACRC activities, coordinate education and research activities, and evaluate progress. In addition, ACRC will provide current information about ecologic, social, and economic conditions and trends in southeast Alaska to tour operators, businesses, educators, tourists and the public at large.
3. The ACRC shall be initially administered through a Coordinating Committee, consisting of two designated representatives of the University and one designated representative of the NFS, one designated representative of the PNW, one designated representative of the FWS, and one designated representative of the CBJ. After the appointment of the Director the Coordinating Committee shall have such duties as set forth herein.
4. At each annual meeting the Coordinating Committee will:
  - a. Identify opportunities for mutually beneficial projects and activities that meet the intent of this MOU and review, modify as necessary, and recommend an annual plan of work for the ACRC. The plan describes the education and research opportunities for both development and implementation. Developing the annual plan of work is the Director's responsibility.
  - b. Prepare out-year budget recommendations for the UAS and UAF University Chancellors to approve. The University is responsible for reviewing annual statements of financial expenditures and balances, and other financial reports or information needed for evaluating the ACRC program of work. The Director will prepare budget statements and reports and provide them to each member of the Coordinating Committee in advance of the annual meeting.
  - c. Review, approve or modify the long-term strategic plan. The Director will work with the coordinating committee members, prior to the meeting, to prepare a draft strategic plan. That plan will be circulated among coordinating committee members for comment prior to the annual meeting.
  - d. Integrate, insofar as practicable, the educational and research programs of the ACRC with the educational and research programs of the University, Forest Service, FWS and CBJ.
  - e. Encourage other governmental and non-governmental organizations to join ACRC. Governmental and Non-Governmental organizations seeking to join ACRC shall be willing to further community education and knowledge about coastal Alaska rain forest systems to be approved as partners in the Alaska Coastal Rainforest Center.
5. Participation of the Government (federal, state, or city) in the Alaska Coastal Rainforest Center is not intended to place it in a position of liability for claims that arise as a result of ACRC activities. Each Cooperating Agency 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.

6. The University, with the cooperation of and in consultation with the Cooperating Agencies, is responsible for reviewing annual statements of financial expenditures and balances, and other financial reports or information needed for evaluating the ACRC program of work. The Director will prepare budget statements and reports and provide them to each member of the Coordinating Committee in advance of the annual meeting. The Cooperating Agencies recognize that governments (federal, state, city) cannot make funding commitments outside of any given fiscal year because appropriations are approved annually by either U.S. Congress, the Alaska State Legislature, or the CBJ Assembly.
7. Nothing in this MOU shall be construed as an indemnification by any Cooperating Agency for liabilities of another Cooperating Agency, or for claims by third parties for property loss or damage, death or personal injury, arising out of and during the performance of this MOU. Liability for claims of any kind arising out of and during the performance of this MOU shall be determined according to applicable law.
8. All equipment purchased by or for the ACRC shall remain the property of the contributing agency. An equipment inventory, indicating ownership, costs, and condition of each item purchased under the auspices of the ACRC shall be maintained by the Director and made available annually to the cooperating agencies. It is recognized that appropriate agreements, other than this MOU, must be used to make such commitments.
9. The obligations of the ACRC are contingent upon the level of annual funding. Funds shall only be spent in furtherance of the programs of the ACRC, as recommended by the Coordinating Committee and approved by the UAS and UAF Chancellors.
10. Proposals for research undertaken by the ACRC shall conform to the project protocol of the University and/or policies and procedures of Cooperating Agencies and participating granting agencies.
11. Research study plans shall comply with all requirements of and be approved by the Cooperating Agency employing the Principal Investigator.
12. If ACRC contemplates funding of research that may lead to the production of a patentable device, the director shall develop a written agreement regarding preservation and ownership of the potential intellectual property in consultation with the Cooperating Agencies prior to funding.
13. Publications:
  - a. The principal investigator/author designated for a specific project supported by ACRC shall have primary responsibility for the quality of work being submitted for publication, as well as for adherence to the publications guidelines of supporters of the project.
  - b. Publication shall comply with the procedures established by the Cooperating Agency employing the principal investigator, co-authors, as well as requirements of sponsors of the project. The Director shall review manuscripts before publication for compliance as appropriate.
  - c. Time for such review will be limited to 21 days. Publication restrictions that may be incorporated into grant or contract research will be observed.
  - d. Publication may be independent or joint as may be agreed upon by the Cooperating Agencies involved, always giving credit for cooperation of the ACRC and of contributing agencies where appropriate, yet recognizing within proper limits the contributions of the individual doing the work.

- e. Should a science disagreement or impasse occur among authors, representing different organizations, then the outstanding issues will be reviewed by an impartial board of senior scientists convened to resolve the issue.
14. The terms of this MOU are subject to all applicable laws, organizational procedures, funding limitations, and personnel availability. Cooperating agencies will make a good faith effort to develop, distribute, deliver, or cooperate in educational programs, media products, or research on the management and conservation of natural resources.
15. Pursuant to Section 22, Title 41, United States Code, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or any benefits that may arise there from.
16. Each Cooperating Agency will be informed of the plans, programs, progress, needs, and future trends and patterns of development of the education and research programs of the ACRC.
17. Any obligations of the Forest Service and Fish and Wildlife Service are contingent upon the appropriations of Congress. Any obligations of the University are contingent upon appropriations by the State Legislature or other contributing sources. Any obligations of the CBJ are contingent upon appropriations by the CBJ Assembly.
18. The Cooperating Agencies will manage their own independent activities and utilizing their own resources, including the expenditure of their own funds, in independently pursuing MOU objectives. Each Cooperating Agency will carry out its separate activities related to the ACRC in a coordinated and mutually beneficial manner.

**The Cooperating Agencies Further agree that:**

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service and Fish and Wildlife Service under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552) and that cooperating agencies established under Alaska law may be subject to Alaska's public records law (AS 40.25.110, et. seq.).
2. INTEGRATION AND MODIFICATION. This MOU is the sole agreement among the Cooperating Agencies with respect to the establishment and operation of ACRC, and the MOU sets forth the entire agreement and supersedes any and all prior agreements or understandings (whether or not in writing) pertaining to ACRC. The Cooperating Agencies may modify this memorandum of understanding only in writing, signed and dated by all cooperating agencies. The modification becomes effective on the later of two events: (1) a specified effective date; or (2) the date appearing for the last Cooperating Agency signature.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts any Cooperating Agency from participating in similar activities with other public or private agencies, organizations, and individuals.
4. COMMENCEMENT/EXPIRATION DATE AND TERMINATION. This MOU is executed as of the date of last signature and is effective for five years from signature date at which time it will expire

unless extended. Any Cooperating Agency may discontinue participation upon 60 days written notice to all other Cooperating Agencies.

5. PRINCIPAL CONTACTS. Each party agrees to immediately notify other parties of any changes to its principal or administrative contacts. The contact list shall be set forth in Appendix A, as it may be from time to time amended.
6. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. Specifically, this instrument does not establish authority for noncompetitive award to any Cooperating Agency of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
7. CERTIFICATION REGARDING DRUG-FREE WORKPLACE. Each Cooperating Agency certifies that it will provide a drug-free workplace.

***The University Agrees To:***

1. Make available such services and facilities, including equipment, buildings, and land under control of the University, as may be mutually agreed upon for University employee use.
2. Recognize, through appropriate and functional titles ("Affiliate Professor," "Adjunct Professor," etc.), ACRC educators and scientists as members of the University faculty. USFS and FWS employees assigned to the ACRC will be evaluated by their direct supervisor using the established federal performance appraisal system. Forest Service and FWS employees are not members of the University faculty, although they may participate in an adjunct or affiliate status, and they may not be represented as ACRC employees.
3. Cooperate in planning, developing, and executing research, education, in-service training, publications, demonstration projects, and other programs of the ACRC.
4. Support the acquisition of special funds by the University (contracts, grants, gifts, bequest funds, etc.) for the support of ACRC. Use of such funds is subject to recommendations of the Coordinating Committee and ultimate approval by the Chancellor.

***The Forest Service Agrees To:***

1. Make available such services and facilities, including equipment, buildings, and land under control of the Service, as may be mutually agreed upon for Forest Service employee use.
2. Cooperate in the planning and development of education, research, and service activities of the ACRC and in preparing an annual statement of work.

3. Recognize the responsibilities of ACRC scientists as educators, consistent with and supportive of the ACRC mission.
4. Prepare performance evaluations and professional development plans for Forest Service employees working on ACRC studies.
5. Permit Forest Service scientific personnel and professionals to participate in teaching by providing guest lectures or guest lab instruction for undergraduate and graduate courses and seminars in their area of specialization, subject to advance approval by the agency.
6. Support ACRC operations, research, and educational projects of primary interest to the Partners and the community.

***The Fish and Wildlife Service Agrees To:***

1. Make available such services and facilities, including equipment, buildings, and land under control of the Service, as may be mutually agreed upon for FWS employee use.
2. Cooperate in the planning and development of education, research, and service activities of the ACRC and in preparing an annual statement of work.
3. Recognize the responsibilities of ACRC managers and scientists as educators, consistent with and supportive of the ACRC mission.
4. Prepare performance evaluations and professional development plans for FWS employees working on ACRC studies.
5. Permit FWS personnel and professionals to participate in teaching by providing guest lectures or guest lab instruction for undergraduate and graduate courses and seminars in their area of specialization, subject to advance approval by the agency.
6. Support ACRC operations, research, and educational projects of primary interest to the Partners and the community.

***The City and Borough of Juneau Agrees To:***

1. Make available such services and facilities, including equipment, buildings, and land under control of the City, as may be mutually agreed upon for ACRC use.
2. Cooperate in the planning and development of education, research, and service activities of the ACRC and in preparing an annual statement of work.
3. Recognize the responsibilities of ACRC scientists as educators, consistent with and supportive of the ACRC mission.
4. Coordinate permission for ACRC affiliated educators, scientists, and cooperators access to City and Borough lands to participate in teaching and research activities.



5. Support ACRC operations, research, and educational projects of primary interest to the Partners and the community.
6. Designate City lands north of Tee Harbor as areas of special interest for education and research, particularly as it pertains to effects of climate change on coastal temperate rainforests.

**Agreement Authorization Numbers:**

University of Alaska SE Agreement No. FY09-CHO-004

University of Alaska Fairbanks Agreement No. FY09-ACRC

United States Forest Service, NFS Agreement No. 09-11100100-035

United States Forest Service, Research Agreement No. 09-MU-11261935-002

United States Fish and Wildlife Service, Agreement No. 701819K007

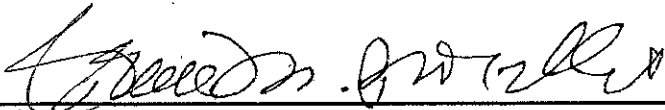
City and Borough of Juneau, Alaska, Agreement No. XXXXXXXX

## Appendix A. Principal and Administrative Contact Lists

UAS Contact	UAF Contact	Alaska Region Forest Service Contact	PNW Forest Service Contact	FWS Contact	City and Borough of Juneau Project Contact
John Pugh Chancellor, University of Alaska, Southeast	Mike Sfraga Associate Dean & Director, School of Natural Resources, Fairbanks	Pete Griffin District Ranger, Juneau Ranger District	Sandy Boyce Alaska Science Coordinator, Juneau	Bill Hanson Field Supervisor, Juneau Fish & Wildlife Field Office	Bruce M. Botelho Mayor
University of Alaska, Southeast 11120 Glacier Highway School of Arts and Sciences SOB1	University of Alaska, Fairbanks PO Box 757140	USDA Forest Service Juneau Ranger District 8510 Mendenhall Loop Rd.	USDA Forest Service Juneau Forestry Sciences Laboratory, 2770 Sherwood Lane, Suite 2a	USFWS Juneau Fish & Wildlife Field Office 3000 Vintage Blvd., Suite 201	City and Borough of Juneau 155 S. Seward Street
Juneau, AK 99801	Fairbanks, AK 99775	Juneau, AK 99801	Juneau, AK 99801	Juneau, AK 99801	Juneau, AK 99801
Phone: 907-796-6509	Phone: 907-474-7494	Phone: 907-789-6244	Phone: 907-586-8811	Phone: 907-780-1170	Phone: 907-586-5240
FAX 907-796-6421	FAX 907-474-6567	FAX: 907-586-8808	FAX: 907-586-7848	FAX: 907-586-7099	FAX 907-586-5385
Email: johnpugh@uas.alaska.edu	Email Mike.Sfraga@alaska.edu	Email: pgriffin@fs.fed.us	Email: daboyce@fs.fed.us	Email: bill_hanson@fws.gov	Email: mayor@ci.juneau.ak.us

UAS Administrative Contact	UAF Administrative Contact	Alaska Region FS Administrative Contact	PNW Forest Service Administrative Contact	FWS Administrative Contact	City and Borough of Juneau Administrative Contact
Carol Griffin Vice Chancellor for Administrative Services	Pat Pitney Vice Chancellor for Administrative Services	Mechele MacDonald Grants and Agreements Specialist	David Caswell Grants and Agreements Specialist	Paul Griffin Grants and Agreements Specialist	Kimberly A. Kiefer City Manager
11120 Glacier Hwy.	206 Administrative Services Center 3295 College Rd. P. O. Box 757900	648 Mission St.	333 Southwest First Ave., 6 <sup>th</sup> floor	1011 E. Tudor Rd.	155 S. Seward Street
Juneau, AK 99801	Fairbanks, AK 99775	Ketchikan, AK 99901	Portland, OR 97204	Anchorage, AK 99503- 6199	Juneau, AK 99801
907-796-6275	907-474-7907	907-228-6261	503-808-2107	907-786-3611	907-586-5240
FAX 907-796-6162	FAX 907-474-5850	FAX: 907-228-6216	FAX: 503-808-2130	FAX: 907-786-3923	City and Borough of Juneau Project Contact
Email: carol.griffin@uas.alaska.edu	Email: pat.pitney@uaf.alaska.edu	Email: mmacdonald@fs.fed.us	Email: dcaswell@fs.fed.us	Email: pete_griffin@fws.gov	Bruce M. Botelho mayor@ci.juneau.ak.us

Approvals:



Bruce M. Botelho, Mayor, City and Borough of Juneau, Alaska

8/13/09

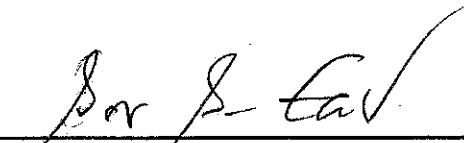
Date



Dennis E. Bschor, Regional Forester, Alaska Region, U.S. Forest Service

8/13/2009

Date



Bob B. Eav, Station Director, Pacific Northwest Research Station, U.S. Forest Service

8/13/09

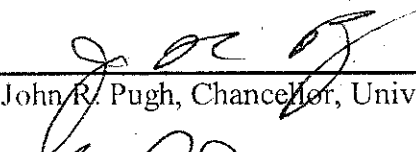
Date



Geoffrey L. Haskett, Regional Director, Alaska Region, U.S. Fish & Wildlife Service

8/13/2009

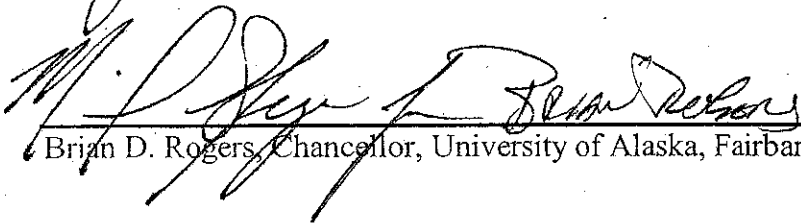
Date



John R. Pugh, Chancellor, University of Alaska, Southeast Campus

8/13/09

Date



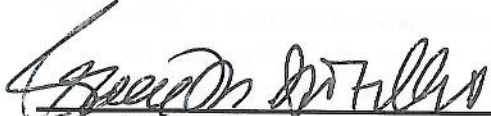
Brian D. Rogers, Chancellor, University of Alaska, Fairbanks Campus

8/13/09

Date




**Approvals:**

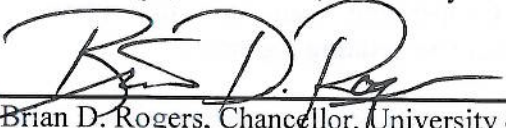
  
Bruce M. Botelho, Mayor, City and Borough of Juneau, Alaska 8/10/09  
Date

  
Dennis E. Bschor, Regional Forester, Alaska Region, U.S. Forest Service 8/10/09  
Date

  
Bob B. Eav, Station Director, Pacific Northwest Research Station, U.S. Forest Service 8/10/09  
Date

  
Geoffrey L. Haskett, Regional Director, Alaska Region, U.S. Fish & Wildlife Service 10/2/09  
Date

John R. Pugh, Chancellor, University of Alaska Southeast Date

  
Brian D. Rogers, Chancellor, University of Alaska Fairbanks Aug 10 2009  
Date

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