



University of California
Office of the President

Vice President—
Research & Graduate Studies

Research Administration Office

Memo

Operating Guidance

No. 08 - 09
October 2, 2008

CONTRACT AND GRANT OFFICERS

Subject: Californian Cooperative Ecosystems Studies Unit Cooperative and Joint Venture Agreement – July 1, 2008

The attached California Cooperative Ecosystems Studies Unit (CESU) Cooperative and Joint Venture Agreement replaces the previous CESU Agreement which ended July 1, 2008, issued with Contract and Grant Operating Guidance Memos 03-07, 03-07S1 and 03-07S2. The CESU members, agreement terms, and administrative procedures remain the same as those described in these memos.

BACKGROUND

The Californian Cooperative Ecosystems Studies Unit (CESU) is associated with a national network of CESUs. The CESUs have been established to provide research, technical assistance, and education to federal land management, environmental and research agencies, and their potential partners. The CESU is cooperative in that multiple federal agencies and universities are among the partners in this program. Ecosystem studies involve the biological, physical, social, and cultural sciences needed to address resource issues and interdisciplinary problem solving at multiple scales and in an ecosystem context. Resources encompass natural and cultural resources.

Participating federal agencies will provide scientific staff, administrative support funds (for assistance beyond the basic support provided by the universities), and project funds for specific research projects and technical assistance. Federal agencies will contribute research scientists and/or other professionals to be located and working at the University. Federal personnel are supervised and supported by their respective agencies, through existing administrative systems.

The following entities are partners in the California CESU:

DEPARTMENT OF THE INTERIOR

Bureau of Land Management
Bureau of Reclamation
U.S. Geological Survey
National Park Service
U.S. Fish and Wildlife Service

DEPARTMENT OF AGRICULTURE

U.S. Forest Service
Natural Resources Conservation Service

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

DEPARTMENT OF DEFENSE

*Note: The addressees above represent the standard distribution of Contract and Grant Memos. Additional addressees, if any, may be added based on the subject of the Memo. See cc's.

Office of the Deputy Under Secretary of Defense
(Installations and Environment)

UNIVERSITY OF CALIFORNIA (HOST)

(UC-Berkeley, UC-Davis, UC-Irvine, UC-Los Angeles, UC-Merced,
UC-Riverside, UC-San Diego, UC-Santa Barbara, UC-Santa Cruz)

SAN FRANCISCO STATE UNIVERSITY

CALIFORNIA STATE UNIVERSITY, FRESNO

CALIFORNIA STATE UNIVERSITY, LOS ANGELES

CAL POLY CORPORATION, CALIFORNIA POLITECHNIC STATE UNIVERSITY

CSU, CHICO RESEARCH FOUNDATION, CALIF. STATE UNIVERSITY, CHICO

HUMBOLDT STATE UNIVERSITY

CALIFORNIA STATE UNIVERSITY, NORTHRIDGE

CALIFORNIA STATE UNIVERSITY, STANISLAUS

While Office of the President signs for the University of California, the Host University, the Berkeley campus College of Natural Resources is the administrative lead for the Californian CESU.

IMPLEMENTATION

The purpose of the CESUs is to create additional opportunities for interdisciplinary and multi-agency research, technical assistance, and education, and to do so with minimum administrative procedures. The Californian CESU Cooperative and Joint Venture Agreement will operate much like a Master Agreement. Individual projects funded under the CESU will not reiterate general terms.

Any of the participating partners may submit a proposal to a federal agency under the CESU so long as the project fits within the CESU objectives and federal cooperative participation can be demonstrated.

Administrative Procedures:

1. The effective date of this Agreement is July 1, 2008. It runs for five years until June 30, 2013.
2. Proposals for individual projects should be submitted directly to the sponsoring federal agency. A federal agency participant may also initiate proposal discussions with a particular researcher.
3. Proposals must contain, at minimum, a scope of work (SOW), budget, and budget narrative. Additional documentation may be required by the sponsoring agency. The SOW must clearly outline **the substantial participation of both university and the federal agency in the project.**
4. Funding for specific projects under the CESU is processed in accordance with agency specifications via the execution of a "modification" or "task order." Please note that agencies may use different terms for what are essentially task orders under this Master Agreement. The use of the term "modification" is generally used. Attached is a sample modification, although federal sponsors may use a variation of the sample.
5. Each federal participating agency has its own agreement number for the Californian CESU. They will issue "modifications" to their own agreement number.

Bureau of Land Management: BLM # BAA08011
Bureau of Reclamation: USBR# 3FC810873
U.S. Geological Survey: USGS # 08HQAG0132
National Park Service: NPS # H8C07080001
U.S. Fish & Wildlife Service: USFWS # 81332-8-J005
U.S. Department of Agriculture Forest Service: USDA FS # 08-JV-11272150-052
Natural Resources Conservation Service: NRCS # A-3A75-8-69
National Aeronautics and Space Administration: NASA # NCC2-1403
Dept. of Defense Installation&Environ: DOD OSD (I&E) # W912DY-08-2-0029

6. Projects executed under this Agreement may be subject to additional specific terms and conditions as noted by the funding agency, but the general terms of the Californian CESU should not be altered in individual projects.
7. Projects performed under this Agreement will be subject to indirect cost recovery of 17.5% of total direct costs for all federal CESU sponsors, except the U.S. Department of Agriculture-Forest Service, which is prohibited by law from paying indirect costs. Indirect costs class waiver number 02R-150 is applicable to CESU funded projects.
8. The 17.5% overhead limit applies to total direct costs whether they are incurred by a partner, or by a subcontractor. When a subcontract is contemplated, the 17.5% will apply to the subcontractor's total direct cost. The CESU partner making the subcontract is not allowed to charge 17.5% on the first \$25,000 of the subcontract as normally permitted by OMB Circular No. A-21.
9. The SOW must clearly outline **the substantial participation of both University and the federal agency** in the project. Projects that do not adequately demonstrate collaboration and active participation of both University and agency personnel should not be executed under this Californian CESU Agreement. If an agency decides to fund a project that does not meet the Cooperative Agreement criteria, it should be funded via a direct grant from the agency.
10. In accordance with the terms of this Agreement, the Host University must maintain a record of all projects executed under the CESU. **Copies of all projects executed under this Agreement must be provided to the Californian CESU Administrative Office:**

c/o University of California
College of Natural Resources
ATTN: Californian CESU Administrative Office
101 Giannini Hall, MC # 3100
Berkeley, CA 94720-3100

Or by email attachment to: dvdiaz@nature.berkeley.edu

11. Projects will be executed by the Sponsored Projects Office at the Principal Investigator's home campus and that office will function as the office of record for each project executed under the Agreement.
12. Funding will be awarded directly to that campus and the campus will be responsible for all financial and technical reporting requirements relating to its project.
13. Each project will be set up as a new project under the Agreement and will be assigned a fund number specific to the project.

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Additional information about the CESU can be found on-line at <http://www.cesu.org/>. Questions regarding the California CESU may be directed to the California CESU Administrative Office at UC Berkeley College of Natural Resources, David Diaz, (510) 643-7530.

Refer: David Diaz

(510) 643-7530

dvdiaz@nature.berkeley.edu

Lourdes DeMattos

(510) 987-9850

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Lourdes G. DeMattos
Research Administrator

Attachment

CESU Agreement

[template.doc](#)

(6/11/09)