

**ALASKA NATIVE SCIENCE & ENGINEERING PROGRAM
REGIONAL RESOURCE ASSISTANTS
PROGRAM PARTNERSHIP AGREEMENT**

between

THE UNIVERSITY OF ALASKA ANCHORAGE

and

UNITED STATES DEPARTMENT OF THE INTERIOR

This ALASKA NATIVE SCIENCE & ENGINEERING PROGRAM REGIONAL RESOURCE ASSISTANTS PROGRAM PARTNERSHIP AGREEMENT, hereinafter referred to as the “Agreement”, is hereby made and entered into by and between the University of Alaska Anchorage, hereinafter referred to as “University of Alaska,” and the Department of the Interior, hereinafter referred to as “DOI,” hereinafter collectively referred to as the “Partners”, under the authority at 16 U.S.C. Chapter 37, Public Lands Corps Act of 1993, as amended.

BACKGROUND, LEGAL AUTHORITY AND PURPOSE

The DOI and its bureaus and offices are committed to fully utilizing all available authorities to support workforce development goals and generational conservation stewardship, including through Congressionally authorized programs such as the Resource Assistants Program.

Under 16 U.S.C. section 1725, the Secretary may provide individual placements of resource assistants to carry out research or resource protection activities and may select resource assistants without regard to the civil service and classification laws, rules, or regulations. Furthermore, the Secretary may have an existing nonprofit organization provide appropriate recruitment and placement services to fulfill the requirements of a Resource Assistants Program. The Alaska Native Science & Engineering Program (ANSEP) at the University of Alaska is an existing nonprofit organization that the Secretary has determined to have the necessary capability to implement a Resource Assistants Program.

The purpose of this Agreement is to document the general cooperation between the Partners to implement a regional Resource Assistants Program, hereinafter referred to as “RAP-AK”, in accordance with the following provisions. In general, ANSEP at the University of Alaska will provide appropriate recruitment and placement services for Resource Assistant Interns and DOI bureaus and offices will provide Resource Assistant Internship opportunities and selections; establish an annual cohort schedule; implement annual work planning procedures; arrange for onboarding, orientation, and other training, as necessary; and ensure a safe and productive work environment for Resource Assistant Interns. Resource Assistant Interns are University of Alaska employees, unless employed by DOI directly. The Partners may agree to more specific and/or supplemental provisions in a participating Cooperative Agreement(s) between the University of Alaska and one or more DOI bureaus or offices.

I. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

It is mutually beneficial to enter this Agreement to establish a common framework for the development, support, and furtherance of individual and shared goals pursued by the DOI bureaus and offices.

The DOI objectives in participating in the RAP-AK are to:

- Attract and retain a diverse, inclusive, and broadly experienced workforce;
- Promote an immersive, paid, developmental experience for emerging and early career professionals in any DOI bureau or office;
- Promote regional and nationwide career exploration and professional development for recent graduates and underrepresented populations; and
- Facilitate DOI coaching and mentoring of emerging and early career professionals.

The DOI is responsible for protecting and managing the nation's natural resources and cultural heritage; providing scientific and other information about those resources; and honoring its trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated Island Communities, and can only accomplish its mission by working with a wide range of stakeholders. Collaboration with external partners to implement a regional Resource Assistants Program is integral to accomplishing this work and developing the future workforce of the DOI bureaus and offices.

The RAP-AK Partners provide essential networks and expertise that strengthen program outcomes, support recruitment of highly qualified candidates and a community of practice, and contribute critical administrative support and management of Resource Assistant benefits.

The RAP-AK is implemented through cohorts designed to promote efficiencies; ensure minimum standards of Resource Assistant engagement are met; align with workforce development, planning, and hiring timelines; facilitate a community of practice among selected Resource Assistants, participating DOI bureaus and offices, and host units; and streamline systems and processes that permit seasons of recruitment and program support.

The Agreement outlines expectations, standards, and rules of engagement for Resource Assistants, Partners, and the participating DOI bureaus and offices.

In consideration of the above premises, the Partners agree as follows—

II. RESPONSIBILITIES OF THE UNIVERSITY OF ALASKA

A. OUTREACH AND RECRUITMENT OF RESOURCE ASSISTANTS.

ANSEP at the University of Alaska will conduct outreach and recruit applicants for selection and placement with DOI bureaus and offices, providing DOI with an annual cohort of candidates that meet the requirements for Resource Assistants under 16 U.S.C. section 1725(a). ANSEP at the University of Alaska shall provide recruitment and placement services consistent with the preferences expressed in 16 U.S.C. section 1725, which states preference shall be given to current students and recent graduates from an institute of higher education, with particular attention to ensure full representation of women and participants from historically black, Hispanic, and Native American schools.

B. CAPABILITIES.

Under 16 U.S.C. section 1725(b), ANSEP at the University of Alaska shall have and maintain the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the RAP-AK annually, which includes funds sufficient to pay the nonfederal share of the expenses of providing and supporting the Resource Assistants, when applicable.

C. PROGRAM AND ADMINISTRATIVE SUPPORT.

University of Alaska shall provide ongoing program and administrative support, such as paying stipends, coordinating travel and training logistics, managing and updating each Resource Assistant's records, tracking progress and performance, and providing reports as needed to meet program requirements.

D. SUB-RECIPIENTS.

ANSEP at the University of Alaska shall work directly with the DOI bureaus and offices to deliver RAP-AK objectives and may not subcontract with others who are not approved to deliver RAP-AK requirements defined through this Agreement or a participating Cooperative Agreement, unless otherwise stated.

E. VERIFICATION OF MINIMUM PROGRAM REQUIREMENTS.

Upon meeting minimum program requirements and subsequently earning an undergraduate or graduate degree from an accredited institution of higher learning, Resource Assistants are eligible for noncompetitive hiring and direct hire eligibility as described in DOI policies and procedures. ANSEP at the University of Alaska will identify an intern supervisor to assist the DOI bureaus and offices in verifying rigorous internship program and educational degree requirements. ANSEP at the University of Alaska will notify DOI upon the graduation of a Resource Assistant and verify that the Resource Assistant:

- Completed a rigorous undergraduate or graduate summer internship with DOI, as defined in DOI Personnel Bulletin 21-08;
- Successfully fulfilled the requirements of the internship program; and
- Earned an undergraduate or graduate degree from an accredited institution of higher education.

For up to three (3) years after completion of the Resource Assistants Internship Program requirements, University of Alaska will keep – under sufficient security protocols to protect sensitive information – comprehensive documentation of Resource Assistant records to include position description(s), resume, approved timesheets, training and career development plan, performance assessments, and other human resources-related documents.

F. EDUCATION AWARDS AND CREDIT.

Resource Assistants are not eligible for AmeriCorps Education awards or academic credit for time served in the RAP-AK.

G. FUNDING; COST SHARE.

Contribute to the expenses of providing and supporting the Resource Assistants, through private sources of funding, at a level equal to 25 percent of the total costs of each participant in RAP-AK who has been recruited and placed through the University of Alaska with a DOI bureau or office.

III. RESPONSIBILITIES OF THE DOI BUREAUS AND OFFICES

A. SELECTION OF RESOURCE ASSISTANTS.

DOI bureaus and offices will interview and select Resource Assistants from among the candidates submitted by ANSEP at the University of Alaska for consideration. Preference shall be given to candidates from Tribal communities (including Alaskan Natives) and Hawaiian homelands and minority

serving institutions consistent with 16 U.S.C. 1725(a). Participant selection shall occur in accordance with the annual predetermined cohort timeline as communicated at the start of each fiscal year.

B. COHORT.

The DOI bureaus and offices will establish the annual cohort schedule and implement annual work planning procedures for Resource Assistants at the start of each fiscal year. The DOI will provide onboarding and orientation for Resource Assistants and other training as necessary.

C. LEVEL OF WORK.

The DOI bureaus and offices will identify work opportunities at a minimum GS-03 level with an emphasis on professional series to promote meaningful and measurable contributions to the DOI mission and prepare Resource Assistants for minimum GS-05 level positions.

D. WORK ENVIRONMENT.

Provide a safe and productive work environment for Resource Assistants and any necessary personal protective equipment as needed to carry out duties safely in the local area, inclusive of a risk management assessment.

E. OVERSIGHT OF RESOURCE ASSISTANTS.

Each DOI bureau or office with a Resource Assistant will identify a responsible official for purposes of oversight and who will coordinate with the ANSEP, University of Alaska intern supervisor. The responsible official will match the Resource Assistant with a mentor or coach to monitor the work and provide guidance about training and professional development opportunities.

F. USE OF GOVERNMENT-OWNED VEHICLES.

DOI vehicles may be used for official business in accordance with the requirements established by the bureau or office in which performance of the project takes place and the terms of this Agreement.

G. BUILDING AND COMPUTER ACCESS BY NON-DOI PERSONNEL.

Resource Assistants may be granted access to DOI facilities and/or computer systems to accomplish work. All non-federal employees with unescorted access to DOI facilities and/or computer systems shall have successfully completed background investigations, fulfilled all DOI requirements for mandatory security awareness and other applicable training, and signed all applicable DOI statements of responsibilities.

H. GOVERNMENT SHUTDOWN.

In situations of government shutdowns due to budget impasse, the DOI bureaus and offices will coordinate with ANSEP at the University of Alaska to provide timely direction and resources related to the shutdown and its impact to engagement of Resource Assistants and payment of stipends, as appropriate.

I. VERIFICATION AND CERTIFICATION OF HIRING ELIGIBILITIES.

The DOI bureaus and offices will verify Resource Assistants have met program requirements for direct hire authority eligibility for the Resource Assistants Program pursuant to the Secretary's Direct Hire Authority. DOI will issue certificates immediately upon notice from ANSEP with the University of Alaska that a Resource Assistant has completed the minimum program requirements for direct hire

authority. Certificates will be signed by a line officer, preferably a Regional Director or their official designee or another DOI designee, as appropriate.

J. APPOINTMENTS.

Direct Hire Authority Appointments of former Resource Assistants under 16 U.S.C. section 1725a to any DOI bureau or office may be made without regard to the provisions of 5 U.S.C. Chapter 33, Subchapter I, other than Sections 3303 (Recommendations of Senators or Representatives) and 3328 (Selective Service registration) of that title, for a former Resource Assistant Intern who:

1. Successfully completes a rigorous internship as defined in DOI policy;
2. Meets OPM qualification standards and any other qualification requirement; and
3. Earns an undergraduate or graduate degree from an accredited institution of higher education.
4. Enters a probationary period consistent with other competitive service appointments.

Eligibility for appointment will be subject to DOI's Reemployment Priority and Special Selection Priority Lists, Career Transition Assistance Plan (CTAP), and Interagency Career Transition Assistance Plan (ICTAP) provisions. This appointment authority cannot be used after the end of the two-year period beginning on the date the candidate completed their undergraduate or graduate degree program. This two-year timeframe cannot be extended.

K. FUNDING; COST SHARE.

A Cooperative Agreement shall be initiated and awarded prior to the transfer of funds for RAP-AK. The DOI bureaus and offices are allowed to initiate and award non-funded Master Cooperative Agreements at their discretion. If such Master Cooperative Agreements are awarded, Task Agreements are then allowed to be awarded under the Master Cooperative Agreement for individual projects and timelines.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTNERS THAT:

A. PRINCIPAL CONTACTS.

Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

University of Alaska Program Contact	University of Alaska Administrative Contact
Name: Elizabeth Spangler	Name: Jared Brandner
Address: 3211 Providence Dr. ANSEP 202	Address: 3211 Providence Drive
City, State, Zip: Anchorage, AK 99508	City, State, Zip: Anchorage, AK 99508-4614
Telephone: 907-748-4496	Telephone: 907-786-1569
FAX: 907-786-1899	FAX: 907-786-1899

Email: easpangler@alaska.edu	Email: jdbrandner@alaska.edu
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DOI Program Manager Contact	DOI Administrative Contact
Name: Jennifer Ackerman	Name: George Mcdonald
Address: 1849 C Street NW Room 4309	Address: 1849 C Street NW Room 5140
City, State, Zip: Washington, DC, 20240	City, State, Zip: Washington DC 20240
Telephone: 202 - 573 - 1203	Telephone: 202-208-3329
Email: Jennifer_ackerman@ios.doi.gov	Email: george_mcdonald@ios.doi.gov

B. AVAILABILITY FOR CONSULTATION.

Both Partners will make representatives available at mutually agreeable times for continuing consultation to discuss the conditions covered by this Agreement and agree to actions essential to fulfill its purposes.

C. SUPPLEMENTAL COOPERATIVE AGREEMENTS.

Any projects added to this Agreement must be by mutual consent through a specific Cooperative Agreement which shall be established between the University of Alaska and a DOI bureau or office.

D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.

This Agreement is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this Agreement, University of Alaska acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any federal law within the 24 months preceding the Agreement, unless a suspending and debaring official of the DOI has considered suspension or debarment is not necessary to protect the interests of the government. If University of Alaska fails to comply with these provisions, the DOI bureaus and offices will annul this Agreement and may recover any funds University of Alaska has expended.

E. NOTICES.

Any communications between the Partners affecting operations covered by this Agreement are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to the DOI Program Manager and University of Alaska officials at the addresses specified in section V(A) of this Agreement or as stated in a Cooperative Agreement. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

F. PARTICIPATION IN SIMILAR ACTIVITIES.

This Agreement in no way restricts the DOI or University of Alaska from participating in similar activities with other public or private agencies, organizations, and individuals.

G. NON-FEDERAL STATUS FOR COOPERATOR EMPLOYEES AND RESOURCE ASSISTANTS.

The Partners agree that University of Alaska staff shall not be deemed to be federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as University of Alaska has hereby willingly agreed to assume these responsibilities. However, Resource Assistants recruited and supported by the University of Alaska are assigned to DOI bureaus and offices and directed by DOI personnel and shall therefore be deemed to be federal employees for purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP) and will be enrolled on the Volunteer Service Agreement for the duration of their Resource Assistant Internship.

H. MEMBERS OF CONGRESS.

Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Agreement, or benefits that may arise therefrom, either directly or indirectly.

I. NONDISCRIMINATION.

In accordance with federal civil rights law and DOI civil rights regulations and policies, the DOI, its bureaus and offices, and employees, and institutions participating in or administering DOI programs, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by DOI. Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible DOI bureau or office.

J. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.

The University of Alaska shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding. "In accordance with Federal law, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. The DOI is an equal opportunity provider and employer." If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in a print size no smaller than the text: "This institution is an equal opportunity provider."

K. ELIGIBLE WORKERS.

University of Alaska shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). University of Alaska shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any participating Cooperative Agreement.

L. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The Partners shall monitor performance under this Agreement in compliance with statutory and program requirements and report data to demonstrate efforts to achieve performance goals. University of Alaska shall submit annual performance reports to participating DOI bureaus and offices and to the DOI Program Officer listed in section V(A). These reports are due 30 days after the reporting period noted in a Cooperative Agreement or 30 days after the close of a fiscal year where this Agreement was in effect. A final performance report must be submitted either with University of Alaska's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

M. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.

University of Alaska shall retain all records pertinent to this Agreement for a period of no less than three (3) years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. University of Alaska shall provide access and the right to examine all records related to this Agreement to the Inspector General, or Comptroller General or their authorized representative. The rights of access in this section will last as long as records are kept and will not be limited to the required retention period.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year period, the records will be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with federal funds will be retained for three (3) years after its final disposition.

N. FREEDOM OF INFORMATION ACT (FOIA).

Public access to records related to this Agreement will not be limited except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information Act regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36. Public access to culturally sensitive data and information from federally recognized Tribes may also be limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

O. PUBLIC NOTICES.

It is DOI policy to inform the public as fully as possible of its programs and activities. The University of Alaska is encouraged to give public notice of entry into and activities under this Agreement and, from time to time, to announce progress and accomplishments.

P. DOI ACKNOWLEDGMENT IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.

The University of Alaska shall acknowledge the DOI and its bureaus and offices in any publications, audiovisuals, and electronic media developed as a result of this Agreement.

Q. ENDORSEMENT.

Any cooperator contributions made under this Agreement do not by direct reference or implication convey DOI endorsement of the University of Alaska products or activities.

R. USE OF DOI BUREAUS AND OFFICES, INSIGNIA.

For University of Alaska to use the insignia(s) of DOI or its bureaus and offices on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the respective DOI bureaus and offices.

S. TRAINING, EVALUATION, AND CERTIFICATION.

Any of University of Alaska's employees, and any Participants and Volunteers engaged on behalf of the University of Alaska, DOI, and its bureaus and offices, who require federal training will be provided this training, evaluation, and certification, unless the DOI and the University of Alaska determine it is not in the best interest of the partnership.

T. TEXT MESSAGING WHILE DRIVING.

In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by federal employees is banned: a) while driving a Government-owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

U. REMEDIES FOR COMPLIANCE RELATED ISSUES.

If the University of Alaska materially fail(s) to comply with any term of the Agreement, whether stated in a federal statute or regulation, an assurance, the Agreement, or a participating Cooperative Agreement, the DOI and its bureaus and offices may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the University of Alaska or more severe enforcement action by the DOI;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the affected agreement;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures.

V. TERMINATION BY MUTUAL AGREEMENT.

This Agreement and participating Cooperative Agreements may be terminated, in whole or part, as follows:

1. When the DOI and the University of Alaska agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the University of Alaska to DOI setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If DOI decides the remaining portion of the affected agreement will not accomplish the purposes for which it was made, the DOI may terminate the agreement in its entirety.

Upon termination of an agreement, University of Alaska shall not incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many outstanding obligations as possible. The DOI and affected bureaus and offices shall allow full credit to University of Alaska for the share that cannot be cancelled and is properly incurred by the University of Alaska up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination. Individual Cooperative Agreements may provide alternative termination procedures.

W. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT.

In the event of any issue of controversy under this Agreement, the Partners may voluntarily pursue Alternate Dispute Resolution procedures to resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact-finding. However, DOI is legally prohibited from agreeing to binding arbitration.

X. DEBARMENT AND SUSPENSION.

The University of Alaska shall immediately inform the DOI if it or any of its principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should University of Alaska or any of its principals receive a transmittal letter or other official Federal notice of debarment or suspension, then it shall notify the DOI without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Y. MODIFICATIONS.

Modifications within the scope of this Agreement or a participating Cooperative Agreement must be made by mutual consent of the Partners through issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed or expected. Requests for modification should be made in writing at least 30 days prior to the desired date of implementation for the requested change. The DOI bureaus and offices are not obligated to fund any changes not properly approved in advance.

Z. COMMENCEMENT/EXPIRATION DATE.

This Agreement is executed as of the date of the last signature and is effective for 10 years at which time it will expire unless renewed. The expiration date is the final date for completion of all work activities under this Agreement.

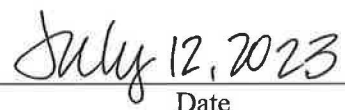
V. ADOPTION AND DELEGATION

By signature below, each Partner certifies the above provisions are agreed to and the individuals listed in this document as representatives of the individual Partners are authorized to act in their respective areas for matters related to the Agreement. In witness whereof, the parties hereto have executed this Agreement as of the last date written below.

Aaron Dotson, UAA Vice Chancellor for Research

Date



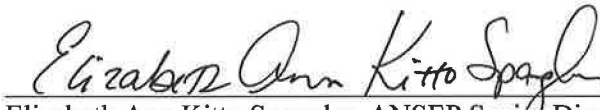


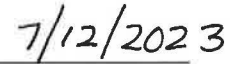
Joan Mooney, Principal Deputy Assistant Secretary –

Date

Policy, Management and Budget

Exercising the delegated authority of Assistant Secretary - Policy, Management and Budget





Elizabeth Ann Kitto Spangler, ANSEP Senior Director

Date