

State of Hawai'i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Aquatic Resources  
Honolulu, Hawai'i 96813

May 22, 2026

Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, Hawai'i

**Request Approval for a State-Funded Project Agreement between the Department of Land and Natural Resources and the University of Hawai'i for "Building Laboratory and Technical Capacity for Cooperative Research Between the Hawai'i Cooperative Fishery Research Unit and Hawai'i Division of Aquatic Resources" in Support of the Division of Aquatic Resources' Management Goals**

Submitted for your consideration and approval is a request to enter into a Project Agreement (PA or Agreement) between the Department of Land and Natural Resources (DLNR or Department) and the University of Hawai'i (UH) . The PA is entitled "Building Laboratory and Technical Capacity for Cooperative Research Between the Hawai'i Cooperative Fishery Research Unit (HCFRU) and Hawai'i Division of Aquatic Resources" and is scheduled to run from June 30, 2026 through May 31, 2031. The PA provides \$274,321.00 in State funds and allows the Division of Aquatic Resources (DAR), through DLNR, to secure assistance from HCFRU on the four (4) project objectives listed below to facilitate timely completion of DAR's marine resources management projects over the next five (5) years.

**PROJECT OBJECTIVES**

1. **Identify and purchase equipment and supplies necessary to meet the scientific needs of cooperators and stakeholders.** These purchases will be of immediate benefit to ongoing and planned research projects within HCFRU and will increase the capacity of HCFRU to serve DAR's research needs going forward through:
  - a. A drying oven to process samples for ciguatoxin screening, stable isotope analysis, or long-term storage; and
  - b. A compact ultra-low temperature freezer for the preservation of samples for eDNA and other molecular analysis.
  
2. **Capitalize on the HCFRU primary mission to train the next generation of resource management professionals in Hawai'i while supporting DAR's research needs.** To that end, these funds will support the tuition and fees for a M.S. student in the Sustainable Fisheries Graduate Program at the University

of Hawai'i at Mānoa under the supervision of Dr. Lillian Tuttle Raz while working on research that supports DAR research needs and priorities.

3. **Support the development and implementation of a creel survey to document catch and effort for the year following the October 2026 reopening of the Ka'ūpūlehu Marine Reserve (KMR) to fishing.** The KMR was closed to all fishing activity for a 10-year period in 2016 to allow for the rebuilding of fish populations within the reserve. This closure also allowed for the development of a comprehensive Fisheries Management Plan and associated regulations, which include size and bag limits, spatial management provisions, and a proposed non-commercial fishing permit system requiring fishers to report catch and fishing effort (time in/out), that would be implemented upon its reopening. However, even with these new reporting requirements, independent monitoring of fishing effort and catch remains necessary to generate unbiased estimates of effort and harvest; evaluate compliance with regulations and reporting requirements; and support ongoing adaptive management of the fishery within the KMR through:
  - a. Work with The Nature Conservancy, the Hui Kahuwai Marine Life Advisory Committee, and the DAR-Kona office to design and implement the creel survey;
  - b. Hire and supervise the personnel who will have the primary responsibility of conducting the data collection, data entry, and data analysis for the creel survey;
  - c. Integrate data from multiple sources, such as roving effort and catch surveys, game trail camera systems, and (if implemented) permit-based online reporting to estimate fishing effort, catch, and compliance within the KMR; and
  - d. Hold meetings to provide project partners and community stakeholders with the opportunity to provide input on study design and receive updates and finalized findings.
  
4. **Provide the annual base funding to support HCFRU operations, as agreed to in the cooperative agreement between the U.S. Geological Survey, Hawai'i Department of Land and Natural Resources, the University of Hawai'i System, and the U.S. Fish and Wildlife Service (Cooperative Agreement #1434-12HQRU1585 - attached).**

### DURATION

This PA, entitled “Building Laboratory and Technical Capacity for Cooperative Research Between the Hawai’i Cooperative Fishery Research Unit and Hawai’i Division of Aquatic Resources,” is scheduled to run from the date of last signature execution through May 31, 2031.

### FUNDING SOURCE

State general funds in the total amount of \$274,321.

### EXEMPTION FROM ENVIRONMENTAL REVIEW REQUIREMENTS

This PA involves the use of state funds. The Department has determined that the actions undertaken by this project will have little or no significant effect on the environment and are exempt from the preparation of an environmental assessment. See Agency’s Declaration of Exemption (attached) from preparation of an environmental assessment.

### REMARKS

This project will provide HCFRU support staff to DAR to conduct the objectives outlined above.

The Project Agreement is being prepared for submission to the Attorney General’s Office for approval as to form. DAR is aware implementation of this Project Agreement is dependent upon receipt of all required approvals as well as the availability of funds and that funding restrictions may occur at any time.

### RECOMMENDATIONS

Based on the above discussion, the Division of Aquatic Resources requests:

1. That the Board, based on the attached proposed Declaration of Exemption prepared after consultation with and on advice of those having similar expertise in exemption determinations for the proposed actions under the Project Agreement, declare that the actions which are anticipated to be undertaken under this Project Agreement will have little or no significant effect on the environment and are therefore exempt from the preparation of an environmental assessment;
2. That the Board authorize the Chairperson to approve and execute the Project Agreement between the Department of Land and Natural Resources and the University of Hawai’i, entitled “Building Laboratory and Technical Capacity for Cooperative Research Between the Hawai’i Cooperative Fishery Research Unit (HCFRU) and Hawai’i Division of Aquatic Resources,” subject to approval as to form and content by the Department of the Attorney General; and

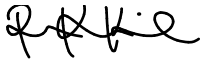
3. That the Board delegate to the Chairperson the authority to:
  - a. Approve and execute all future Division of Aquatic Resources Project Agreements and forthcoming amendments with the University of Hawai'i, subject to approval as to form and content by the Department of the Attorney General; and
  - b. When appropriate, declare that actions that are anticipated to be undertaken under these Project Agreements will have little or no significant effect on the environment and are therefore exempt from the preparation of an environmental assessment.

Respectfully submitted,



BRIAN J. NEILSON  
Administrator

APPROVED FOR SUBMITTAL:




By \_\_\_\_\_  
RYAN K.P. KANAKA'OLE  
Acting Chairperson  
Board of Land and Natural Resources

Attachment(s)

- Declaration of Exemption
- Project Agreement "Building Laboratory and Technical Capacity for Cooperative Research Between the Hawai'i Cooperative Fishery Research Unit and Hawai'i Division of Aquatic Resources" (DRAFT)
- Agreement for Establishment and Operation of the Hawai'i Cooperative Fishery Research Unit by the United States Geological Survey, Department of Interior and the University of Hawai'i and the Hawai'i Department of Land and Natural Resources and the US Fish and Wildlife Service

May 22, 2026

TO: Division of Aquatic Resources File

THROUGH: Ryan K.P. Kanaka'ole, Acting Chairperson 

FROM: Brian J. Neilson, Administrator  
Division of Aquatic Resources

SUBJECT: Declaration of Exemption from the Preparation of an Environmental Assessment under the Authority of Chapter 343, Hawaii Revised Statutes, and Chapter 11-200.1, Hawaii Administrative Rules, for a FY26 State-Funded Project Agreement Between the Department of Land and Natural Resources and the University of Hawai'i, Entitled "Building Laboratory and Technical Capacity for Cooperative Research between the Hawai'i Cooperative Fishery Research Unit and Hawai'i Division of Aquatic Resources"

Anticipated activities relating to the Project Agreement (Agreement) entitled "Building laboratory and technical capacity for cooperative research between the Hawai'i Cooperative Fishery Research Unit and Hawai'i Division of Aquatic Resources" and its subsequent project objectives are found to be exempted from preparation of an environmental assessment under the authority of Chapter 343, Hawaii Revised Statutes (HRS) and Chapter 11-200.1, Hawaii Administrative Rules (HAR).

#### PROJECT DESCRIPTION

The Agreement will provide the Division of Aquatic Resources (DAR) with support in fishery research efforts. Support staff that will be covered under the Agreement include trained Hawai'i Cooperative Fishery Research Unit (HCFRU) personnel who have the expertise to conduct the objectives outlined below.

The Agreement's project objectives are to:

1. Identify and purchase equipment and supplies necessary to meet the scientific needs of cooperators and stakeholders;
2. Capitalize on the HCFRU primary mission to train the next generation of resource management professionals in Hawai'i while supporting DAR's research needs;

3. Support the development and implementation of a creel survey to document catch and effort for the year following the October 2026 reopening of the Ka'ūpūlehu Marine Reserve (KMR) to fishing; and
4. Provide the annual base funding to support HCFRU operations, as agreed to in the cooperative agreement between the U.S. Geological Survey, Hawai'i Department of Land and Natural Resources, the University of Hawai'i System, and the U.S. Fish and Wildlife Service (Cooperative Agreement #1434-12HQRU1585).

### CONSULTED PARTIES

- Department of Land and Natural Resources - Division of Aquatic Resources' Staff
- HCFRU Staff
- UH Sustainable Fisheries Graduate Program Staff

### EXEMPTION DETERMINATION

After reviewing §11-200.1-15, HAR, and DLNR's departmental exemption list approved on November 10, 2020,<sup>1</sup> including the criteria used to determine significance under §11-200.1-13, HAR, DLNR has concluded that the activities under the Agreement would have minimal or no significant effect on the environment and that approval of the Project Agreement is categorically exempt from the requirement to prepare an environmental assessment based on the following analysis:

#### **1. All Activities Associated With the Agreement and its Subsequent Project Objectives Have Been Evaluated as a Single Action**

Since the Agreement involves activities that are precedent to a later planned activity, i.e., providing funding for supplies, personnel, and training to conduct creel surveys, the categorical exemption determination here will treat all planned activities as a single action under §11-200.1-10, HAR.

#### **2. The General Exemption Type 5 (Basic Data Collection and Scientific Research with no Serious or Major Environmental Disturbance) and Type 8 (Continuing Administrative Activities) Apply**

Subsection 11-200.1-15(c), HAR, exempts classes of actions that involve "basic data collection, research, experimental management, and resource and infrastructure testing and evaluation activities that do not result in a serious or major disturbance to an environmental resource" (HAR 11-200.1-15(c)(5) or "General Exemption Type 5"), and "continuing administrative activities" (HAR 11-200.1-15(c)(8) or "General Exemption Type 8"). These exemption classes have been interpreted to include the project objectives listed above, such as data collection, research related to fisheries management, and the purchase of supplies. The proposed activities fall squarely

<sup>1</sup> Exemption list for DLNR, approved on November 10, 2020. See Environmental Review Program website: [https://files.hawaii.gov/dbedt/erp/Agency\\_Exemption\\_Lists/State-Department-of-Land-and-Natural-Resources-Exemption-List-2020-11-10.pdf](https://files.hawaii.gov/dbedt/erp/Agency_Exemption_Lists/State-Department-of-Land-and-Natural-Resources-Exemption-List-2020-11-10.pdf)

under the exemption classes identified above, and as described in the most recent DLNR exemption list.<sup>2</sup>

A. *General Exemption Type 5 (Basic Data Collection, Research, Experimental Management, and Resource and Infrastructure Testing and Evaluation Activities that do not Result in a Serious or Major Disturbance to an Environmental Resource), Part 1*

Applicable exemptions under Part 1 of General Exemption Type 5 include:

- (1) “[C]onduct[ing] surveys or collect[ing] data on existing environmental conditions...;”<sup>3</sup>
- (2) “[N]on-destructive data collection and inventory, including field, aerial and satellite surveying and mapping;”<sup>4</sup> and
- (13) “[R]esearch that the Department declares is designed specifically to monitor, conserve, or enhance native species or native species habitat;”<sup>5</sup> and

Support to develop creel surveys to document catch and effort, independent monitoring of fishing effort involving data collection, data entry, and data analysis for the creel survey, evaluating compliance with regulations and reporting requirements, working with community stakeholders, and holding meetings to provide project partners and stakeholders with the opportunity to provide input on study design and receive updates and finalized fundings would all fall under General Exemption Type 5, Part 1, #1, #2, and #13.

B. *General Exemption Type 8 (Continuing Administrative Activities), Part 1*

Applicable exemptions under Part 1 of General Exemption Type 8 include:

- (1) “Purchase of supplies, equipment, materials, motor vehicles, boats, and services;”<sup>6</sup>
- (4) “Personnel-related actions;”<sup>7</sup> and
- (5) Training, environmental interpretation, public safety efforts and other educational activities.

Identifying and purchasing equipment and supplies necessary to meet the scientific needs of cooperators and stakeholders would fall under General Exemption Type 8, Part 1, #1. Training resource management professionals in Hawai'i to support DAR's research needs, by way of supporting personnel hiring within UH's Sustainable Fisheries Graduate Program, would fall under General Exemption Type 8, Part 1, #4 and #5.

<sup>2</sup> *Id.*

<sup>3</sup> See General Exemption Type 5, Part 1, #1.

<sup>4</sup> See General Exemption Type 5, Part 1, #2.

<sup>5</sup> See General Exemption Type 5, Part 1, #13.

<sup>6</sup> See General Exemption Type 8, Part 1, #1

<sup>7</sup> See General Exemption Type 8, Part 1, #4

As discussed below, no significant disturbance to any environmental resource is anticipated. Thus, as long as the below considerations are met, the general exemption types discussed above should cover the project objectives within the Agreement.

**3. Cumulative Impacts of Actions in the Same Place and Impacts with Respect to the Potentially Particularly Sensitive Environment Will Not Be Significant**

Even where a categorical exemption appears to include a proposed action, the action cannot be declared exempt if “the cumulative impact of planned successive actions in the same place, over time, is significant, or when an action that is normally insignificant in its impact on the environment may be significant in a particularly sensitive environment.”<sup>8</sup> To gauge whether a significant impact or effect is probable, an exempting agency must consider every phase of a proposed action, any expected primary and secondary consequences, the long-term and short-term effects of the action, the overall and cumulative effect of the action, and the sum effects of an action on the quality of the environment.<sup>9</sup>

Significant cumulative impacts are not anticipated as a result of the objectives of this activity, and numerous safeguards further ensure that the potentially sensitive environment of the project area(s) will not be significantly affected. All assessment and data integrative activities will be conducted on land and in a manner that does not diminish marine resources, qualities, and ecological integrity, or have any indirect, secondary, cultural, or cumulative effects. Creel surveys are land-based surveys and do not require entering into the marine environment.

Since no significant cumulative impacts or significant impacts with respect to any particularly sensitive aspect of the project area are anticipated, the categorical exemptions identified above should remain applicable.

**4. Overall Impacts will Probably have No Significant Effect on the Environment**

Any foreseeable impacts from the proposed activity will be further mitigated by general and specific conditions attached to the Project Agreement. Specifically, all research activities covered by this Project Agreement will be carried out with strict safeguards for natural, historic, and cultural resources, other applicable law, and agency policies and standard operating procedures.

**CONCLUSION**

Upon consideration of the Agreement before the Board of Land and Natural Resources, the potential effects of the above listed project as provided by Chapter 343, HRS, and Chapter 11-200.1, HAR, have been determined to be of probable minimal or no significant negative effect on the environment and exempt from the preparation of an environmental assessment.

<sup>8</sup> See §11-200.1-15(d), HAR.

<sup>9</sup> See §11-200.1-13, HAR.

**PROJECT AGREEMENT FOR BUILDING LABORATORY AND  
TECHNICAL CAPACITY FOR COOPERATIVE RESEARCH BETWEEN  
THE HAWAI'I COOPERATIVE FISHERY RESEARCH UNIT AND  
HAWAI'I DIVISION OF AQUATIC RESOURCES BETWEEN THE  
STATE OF HAWAI'I, DEPARTMENT OF LAND AND NATURAL RESOURCES  
AND  
THE UNIVERSITY OF HAWAI'I**

This Project Agreement ("Agreement"), entitled "Project Agreement for Building Laboratory and Technical Capacity for Cooperative Research between the Hawai'i Cooperative Fishery Research Unit and the Division of Aquatic Resources" is effective as of the date of the last signature, and is entered into cooperatively between the State of Hawai'i Department of Land and Natural Resources (hereinafter referred to as "Department"), by its Chairperson, for the Board of Land and Natural Resources, and the University of Hawai'i, the state university and constituted as a body corporate (hereinafter referred to as "UH"), the latter under its general powers delegated by its Board of Regents; which together are collectively referenced as the "Parties."

**WITNESSETH:**

Whereas, after determining that the proposed project undertakings cannot be adequately met by its currently available staff and resources, the Department requires the technical assistance and professional services of personnel to support project staff including trained aquatic biologists, technicians, specialists and other specialized staff who have the expertise to conduct the objectives described in this agreement; and

Whereas, the UH maintains long-held traditions of academic and institutional excellence, in graduate and faculty research and education, and particular strengths in topics regarding Hawaii's freshwater and marine environment; and

Whereas, the UH includes certain interdisciplinary and collaborative institutions of higher learning including the Hawai'i Cooperative Fishery Research Unit (HCFRU) , which provides actionable research and technical support addressing DAR's management priorities.

Whereas, the Parties recognize that mutually beneficial project goals and activities under this Cooperative Agreement may be complementary in nature; providing baseline data, management and conservation information, functions in maintenance of existing facilities, economies of scale, and the pooling of equipment, expertise, and analysis; and

Whereas, both Parties currently recognize and comply with all applicable federal and state laws prohibiting discrimination on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability; and are subject to and observe ethical codes of conduct and fair treatment as established in chapter 84, Hawaii Revised Statutes (HRS); and

Whereas, at its regularly scheduled meeting on May 22, 2026, the Board of Land and

Natural Resources approved as agenda item F-1, the submittal entitled, "Request Approval for a State-Funded Project Agreement Between the Department of Land and Natural Resources and the University of Hawai'i for "Building Laboratory and Technical Capacity for Cooperative Research Between the Hawai'i Cooperative Fishery Research Unit and Hawai'i Division of Aquatic Resources" in Support of the Division of Aquatic Resources' Management Goals; and

Whereas the Department and its Division of Aquatic Resources (DAR) desires to retain and engage the UH to provide the technical and professional services required under this Agreement, and the UH is agreeable to providing the services.

**NOW, THEREFORE, the Department and the UH agree as follows:**

1. **Scope of Services.** The UH shall provide the Department with technical and professional services in support of the Division of Aquatic Resources' (DAR's) management goals, which are described in Attachment 1, and hereby made a part of this Project Agreement.
2. **Time of Performance.** The services required of the UH under this Project Agreement shall be performed and completed in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of this Project Agreement.
3. **Compensation.** The UH shall be compensated for services rendered and costs incurred under the Project Agreement, as set forth in Attachment 3, which is hereby made a part of this Project Agreement.
4. **Department liaison.** The designated liaison for the Department is Brian Neilson, Administrator of the Division of Aquatic Resources.
5. **UH liaison.** The designated liaison for the UH is Dr. Timothy Grabowski, Principal Investigator and Dr. Lilian Tuttle Raz (co-PI).
6. **Relationship.** The UH is a contractor to the Department.
7. **Program Revenue.** The Project described in Attachment 1, does not include collection of program revenues or user fees for or on behalf of the State of Hawai'i.
8. **Termination.** This Project Agreement will terminate at the end of the time of performance, as indicated in Attachment 2. In addition, this Project Agreement may be terminated without cause by either party by giving the other party a minimum of sixty (60) days' advance notice, specifying the effective date of the termination.
9. **Applicability.** This Project Agreement constitutes the entire understanding

between the parties with respect to the subject matter.

**10. Amendment.** This Project Agreement may be amended at any time only by written mutual agreement of the Parties hereto.

IN WITNESS WHEREOF, the Department and the UH have executed this Project Agreement effective as of the date first above written.

Approved as to Form:

**State of Hawai'i, Department of Land and Natural Resources**

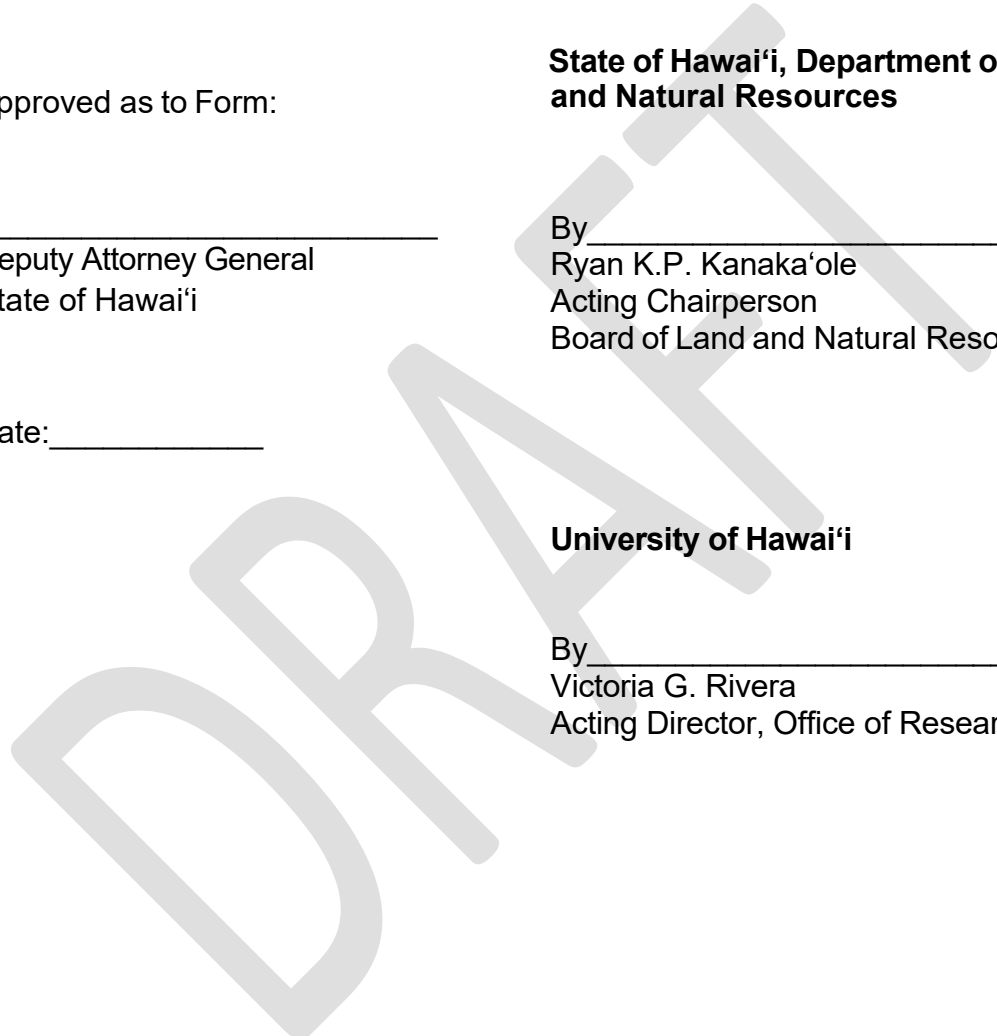
\_\_\_\_\_  
Deputy Attorney General  
State of Hawai'i

By \_\_\_\_\_  
Ryan K.P. Kanaka'ole  
Acting Chairperson  
Board of Land and Natural Resources

Date: \_\_\_\_\_

**University of Hawai'i**

By \_\_\_\_\_  
Victoria G. Rivera  
Acting Director, Office of Research Services



## Attachment 1

### SCOPE OF THE PROJECT

The UH shall provide the Department with technical and professional services including scientific research as directed and approved by DAR. Specifically, the work is to:

#### PROJECT OBJECTIVES

1. **Identify and purchase equipment and supplies necessary to meet the scientific needs of cooperators and stakeholders. These purchases will be of immediate benefit to ongoing and planned research projects within HCFRU and will increase the capacity of HCFRU to serve DAR's research needs going forward:**
  - a) A drying oven to process samples for ciguatoxin screening, stable isotope analysis, or long term storage.
  - b) A compact ultra-low temperature freezer for the preservation of samples for eDNA and other molecular analyses.
2. **Capitalize on the HCFRU primary mission to train the next generation of resource management professionals in Hawai'i while supporting DAR's research needs.** To that end, these funds will support the tuition and fees for a M.S. student in the Sustainable Fisheries Graduate Program at the University of Hawai'i at Mānoa under the supervision of Dr. Lillian Tuttle Raz while working on research that supports DAR research needs and priorities.
3. **Support the development and implementation of a creel survey to document catch and effort for the year following the October 2026 reopening of the Ka'ūpūlehu Marine Reserve (KMR) to fishing.** The KMR was closed to all fishing activity for a 10-year period in 2016 to allow for the rebuilding of fish populations within the reserve. This closure also allowed for the development of a comprehensive Fisheries Management Plan and associated regulations, which include size and bag limits, spatial management provisions, and a proposed non-commercial fishing permit system requiring fishers to report catch and fishing effort (time in/out), that would be implemented upon its reopening. However, even with these new reporting requirements, independent monitoring of fishing effort and catch remains necessary to generate unbiased estimates of effort and harvest; evaluate compliance with regulations and

reporting requirements; and support ongoing adaptive management of the fishery within the KMR. To that end, the HCFRU will:

- a) Work with The Nature Conservancy, the Hui Kahuwai Marine Life Advisory Committee, and the DAR-Kona office to design and implement the creel survey.
- b) Hire and supervise the personnel who will have the primary responsibility of conducting the data collection, data entry, and data analysis for the creel survey.
- c) Integrate data from multiple sources, such as roving effort and catch surveys, game trail camera systems, and (if implemented) permit-based online reporting to estimate fishing effort, catch, and compliance within the KMR.
- d) Hold meetings to provide project partners and community stakeholders with the opportunity to provide input on study design and receive updates and finalized findings.

4. **Provide the annual base funding to support HCFRU operations, as agreed to in the cooperative agreement between the U.S. Geological Survey, Hawai'i Department of Land and Natural Resources, the University of Hawai'i System, and the U.S. Fish and Wildlife Service (#1434-12HQRU1585).**

Further details for the above undertakings may be provided through mutual understandings for specific works listed above.

#### **Project Budget:**

Salary		\$125,840
Fringe		\$11,515
Equipment		\$7,000
Supplies		\$6,129
Travel		\$1,107
Other		\$122,668
	Direct	\$274,321
	Indirect	\$0
	TOTAL	\$274,321

Source of funds: State funds (G-26-041)

**Attachment 2**

**TIME OF PERFORMANCE**

UH shall provide the services required under this Project Agreement from date of last signature execution, to and including March 31, 2031, unless this Agreement is sooner terminated.

DRAFT

**Attachment 3****COMPENSATION AND PAYMENT SCHEDULE**

In full consideration for the services performed by the UH under this Agreement, the Department agrees to pay to the UH a total sum of money not to exceed Two hundred seventy four thousand three hundred twenty one and no/100 dollars (\$274,321.00), which shall be paid in accordance with and subject to the following:

- a. Payments by the Department to UH shall be made bi-monthly based on bi-monthly billing of actual expenditures prepared by UH.
- b. Invoices to be emailed to:

Name: Laura Jackson, DAR Grants and Contracts Specialist  
Email: [laura.a.jackson@hawaii.gov](mailto:laura.a.jackson@hawaii.gov) .

Cooperative Agreement No. 1434-24HQRU1585

AGREEMENT FOR ESTABLISHMENT AND OPERATION  
 of the  
 HAWAII COOPERATIVE FISHERY RESEARCH UNIT  
 by the  
 UNITED STATES GEOLOGICAL SURVEY, DEPARTMENT OF INTERIOR  
 and the  
 UNIVERSITY OF HAWAII  
 and the  
 HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES  
 and the  
 US FISH AND WILDLIFE SERVICE

This agreement, effective on the date signed by all parties, is entered into by the Unit Cooperators: the United States Geological Survey, hereinafter referred to as the Survey, the University of Hawai'i, hereinafter referred to as the University, the Hawai'i Department of Land and Natural Resources, hereinafter referred to as the Department, and the United States Fish and Wildlife Service, hereinafter referred to as the Service. The University of Hawai'i at Hilo will serve as the administrative campus for the Unit; however, the agreement is with the University of Hawai'i System, and therefore, all campuses of the system may participate in cooperative research projects. As the Unit host campus where base operations will be located, the University of Hawai'i at Hilo campus will be responsible for implementing agreement conditions.

I. Authorization:

Agencies in the Department of Interior are authorized under Public Law 86-686 (as amended November 8, 1978), to enter into cooperative agreements with colleges and universities and state fish and wildlife departments relating to Cooperative Research units for the purpose of developing adequate, coordinated, cooperative unit programs of research and education relating to fish and wildlife.

The University is authorized by the laws of the State of Hawai'i to enter into agreements or contracts with the Federal Government or agencies thereof, as well as into agreements or contracts with agencies of other governments, and other colleges or universities, where

such agreements or contracts, in the judgment of the trustees, will promote the objectives of the University.

The Department is authorized by the laws of the State of Hawai'i to enter into agreements and investigate questions relating to fish and wildlife and related resources, to initiate and conduct inquiries pertaining to such questions, and to conduct such biological research that in its opinion will conserve, improve, and enhance the status of these resources in the State of Hawai'i.

## II. Purpose:

The Cooperators enter this agreement to provide for active cooperation in the advancement, organization, and conduct of research, graduate education, in-service training, technical assistance, public relations, and demonstration programs relating to fish and wildlife resources as outlined in the following sections.

## III. Objectives:

1. To conduct research into the ecology, biology and management of fish and other renewable natural resources and to investigate the production, utilization, management, protection, and restoration of such resources. This research will be relevant to the needs of the State, the geographical region and the Nation.
2. To provide technical and professional education on the graduate and professional levels, in the fields of renewable natural resource sciences.
3. To make available to resource managers, land owners, other researchers, and other interested public, such facts, methods, literature, and new findings discovered through research.
4. To disseminate research findings through the publication of reports, bulletins, circulars, films, and journal and magazine articles. These may include scientific, technical, semi-popular and popular media at all levels.
5. To help address the information needs of the Cooperators. This objective will include the careful linking of the Department information needs with those of the Survey and Service so the many overlapping interests are properly served.

## IV. The Survey Agrees To:

1. Designate two or more full-time employees of the Survey to staff the Cooperative Research Unit. One of these employees shall serve as Unit Leader, and the others shall serve as Assistant Unit Leaders for their respective disciplines. All Unit staff

appointments shall be made with the concurrence of the University and the Department. All Survey employees shall meet the qualifications for graduate faculty status within the University.

2. Pay the salaries of Survey personnel assigned to the Unit and provide incidental expense funds for these personnel as provided for in PL86-686.
3. Make available such services, and facilities, including equipment, buildings, and land under control of the Survey, as may be mutually agreed upon.
4. Cooperate in the planning and development of research, education, in-service training, and the preparation of publications and demonstration programs.
5. Recognize the responsibilities of Unit scientists as educators, consistent with and supportive of the Unit mission identified in PL86-686. These include appropriate performance evaluation and professional development. Permit the Survey's scientific personnel assigned to the Unit to participate in teaching graduate courses and seminars in their areas of specialization. This commitment is expected to be limited to the equivalent of one formal graduate level course per year per person.
6. Call Coordinating Committee Meetings for the purpose of coordinating the activities and programs of the Unit and cooperating agencies in accordance with local, regional, and national requirements.
7. Recognize as participating cooperators those faculty, staff, and students of the University and employees of the Department participating in an approved activity of the Unit.
8. Provide funds through this Cooperative Agreement to support specific research, Unit operations or educational projects of primary interest to the Cooperators, including mutually agreed upon university administrative and support services, which meet the terms of the Cooperative Units Act as amended. On the basis of statements of work that are mutually agreeable to all Cooperators, funds will be obligated through this agreement to the cooperating agencies to carry out the work.

V. The University Agrees To:

1. In support of Unit base operations, the Office of the Vice President for Research and Innovation will provide administrative support to assist with all procurement, human

resources, budgeting, account management, and other administrative responsibilities. Further, the University will make available offices, laboratory and storage space; computer facilities, as are regularly made available to other University faculty; publication channels; museum facilities; library; equipment; utilities, including both local and long distance telephone services, in locations where Federal Telecommunications Services are not available; indirect cost waivers on Survey funded research as defined in V.4, accounting services for Cooperator contributions to the Unit, and other personnel and facilities as may be mutually agreed upon for the efficient conduct of the Unit program. Monetary equivalence for services and facilities will be shown in reports of annual Cooperative Unit budgets. Contributions made by the university under this section are for the base operations of the Unit, not necessarily for incremental work assigned to the Unit as Research Work Orders.

2. Research scientists of the Survey who are assigned to the Unit may request adjunct faculty appointments for up to one year with the academic units they are working with. Appointment and ranking procedures utilized will be identical to that employed in the regular faculty appointment process with the exception that the recruiting and advertising aspects for compensated appointments will not be required. Upon appointment, scientists assigned to the Unit shall have faculty rights and privileges related to chairing and serving on graduate student committees and serving as the instructor of record for graduate-level courses. Other rights, privileges, and duties, such as service obligations, are subject to the discretion of the appointing academic unit. Reappointments at the same rank or at a different rank must be reviewed in the same manner as other faculty appointments. Changing the rank upward will require full appointment review by peers but will not involve a "promotion" process since each year's appointment is considered essentially as a new appointment.
3. Recognize that graduate students who receive financial and logistic support through the Unit will be members of an appropriate graduate program and subject to all established admittance review and evaluation procedures of that program. All normal graduate support facilities of the university accrue to those individuals by virtue of their being students of the university.
4. Make available the means for the Unit to establish project accounts with no fiscal year limitations with the University through which operating and research expenditures may be transacted. This service will be provided by the University without overhead charges on the annual contributions from the Department and Survey (as defined in section VI.3). Indirect costs at a rate of 15% will be charged on all research cooperative agreements funded through the Unit from Federal and Department sources. The difference between the 15% rate and the University's regular indirect cost rate on contracts will be considered as part of the University contribution to the Unit. Survey research cooperative agreements (Research Work Orders) issued under this agreement will be administered under Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200). Direct costs allowable for Research Work Orders under this agreement are subject to the prevailing Negotiated Rate Agreements in place for Federal and state agencies.

5. Cooperate in planning, developing, and executing research, education, in-service training, publications, demonstration projects, and other programs of the Unit.

VI. The Department Agrees To:

1. Make available such personnel and facilities, including equipment, buildings, and land under its control, as may be mutually agreed upon for execution of the program.
2. Cooperate in research, education, in-service training, public relations, and demonstration on approved projects.
3. Cooperate through the Unit program in carrying forward approved research projects on fishery and other renewable natural resources. For furtherance of Unit operations, the Department agrees to provide annually, subject to available funding, through University accounts, at least twenty thousand dollars (\$20,000.00) to be used for basic operational expenses of the Unit (i.e. equipment and supply purchases, maintenance, travel of Unit personnel and students, student stipends, etc.). This amount may be supplemented by additional funds or in-kind contributions of services or utilities for the conduct of research projects requested by the Department and mutually agreed upon by the Cooperators. The Department and the Survey will periodically reexamine the amount of their annual basic contributions and may make such adjustment as deemed appropriate after consideration of current economic conditions and revenues available.

VII. The Service Agrees To:

1. Cooperate in the planning and development of research, education, in-service training, and demonstration programs.
2. Make its information needs known to Unit cooperators.
3. Use available resources, as may be mutually agreed upon, for support of the Unit's approved programs of research and education.
4. Actively participate in Coordinating Committee Meetings as a non-voting member.

VIII. It is Mutually Agreed That:

1. The Unit shall be administered through a Coordinating Committee, consisting of a designated representative of the Survey, the University of Hawai'i, the Department, and the Service.
2. The Coordinating Committee, consisting of signatory party representatives to the Cooperative Agreement, will meet annually in General Session, or as otherwise mutually agreed. To maintain a balance between State, University, and Federal interests in the program, the Service participates as a non-voting member of the Coordinating Committee, but otherwise is a full participant in all activities and discussions of the Committee.
3. At the annual meeting, the Coordinating Committee will:
  - a. Review and modify as necessary the Statement of Direction for the Unit. The Statement of Direction is a declaration of the research and teaching areas mutually agreed upon as needing primary emphasis and attention in the Unit.
  - b. Examine and approve or modify the annual research budget, which shall include new funds each year and any gift or unexpended funds of the previous year not reverting to the contributing agencies. It shall review annual statements of financial expenditures and balances, and other financial reports or information needed for evaluating the Unit's research program. Budget statements and reports will be prepared by the Program Leaders and provided to each member of the Coordinating Committee in advance of the annual meeting.
  - c. Examine and approve or modify the Unit plan of activities, including proposed starts for all new projects.
  - d. Integrate, insofar as practicable, the research and educational programs of the Unit with the research and educational programs of the Cooperators, and with the general land and water use programs of the State and Nation..
  - e. Exchange information so that Cooperators and interested agencies will be informed of the plans, programs, progress, needs, and probable future trends and patterns of development of the research and educational programs of the Unit.

- f. A closed Executive Session of the Coordinating Committee may be held following the General Session, upon request of any Coordinating Committee member, for dealing with issues or matters of operational policy that should not be part of the open forum meeting. The Executive Session shall be attended only by signatory party representatives to the Unit Cooperative Agreement.
4. Participation of the Federal Government in this project is not intended to place it in a position of liability for claims that arise as a result of Unit activities. Each party hereto shall have responsibility for acts of an 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.
5. All equipment purchased by or for the Unit shall be the property of the contributing agency in the event of dissolution of the Unit. An equipment inventory indicating ownership, costs, and condition of each item under the auspices of the Unit shall be maintained by the Unit Leader and made available annually to the Cooperators.
6. The obligations of the Survey and the Service are contingent upon the appropriations of Congress; the obligations of the University and the Department are contingent upon appropriations by the State Legislature. No cooperative funds shall be spent except in furtherance of the programs of the Unit as approved by the Unit Cooperators through the Unit Coordinating Committee. Proposals for research to be undertaken by the Unit shall conform to the project protocol of the University and/or granting agencies.
7. The acquisition of special funds (contracts, grants, gifts, bequest funds, etc.) is encouraged, and their use is also subject to Coordinating Committee approval.

#### IX. Publications:

1. The principal investigator designated for a specific project supported by the Unit shall have primary responsibility for the quality of work being submitted for publication, as well as for adherence to the publication guidelines of supporters of the project. The Unit Leader shall be given the opportunity to review, prior to publication, all publications arising from work sponsored or coordinated by the Unit. Time for such reviews will be limited to 30 days. Publication restrictions that may be incorporated into grant or contract research will be observed. The Unit Leader will clear manuscripts through the Cooperators as appropriate.
2. Publication may be independent or joint as agreed upon, always giving credit for cooperation of the Unit and of contributing agencies where appropriate, yet recognizing within proper limits the rights of the individual(s) doing the work.

3. In case of failure to agree as to the manner of publication or interpretation of results, each party may publish data after due notice and submission of the proposed manuscripts to the other parties. In such instances, the party publishing the data will give credit to the cooperators, but will assume full responsibility for any statements on which there is difference of opinion.

X. Officials Not To Benefit:

As provided in applicable Federal and State statutes, no person prohibited from doing so shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

XI. Nondiscrimination in Employment:

In connection with the performance of work under this agreement, the cooperators agree not to discriminate against any employee or applicant for employment because of sex, race, religion, color, or national origin. This provision shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

XII. Certification Regarding Drug-Free Workplace Requirements:

By signing this Cooperative Agreement, the signatory certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Cooperator's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug-free awareness program to inform employees about -
  - a. The dangers of drug use in the workplace.
  - b. The Cooperator's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance programs.

- d. The penalties that may be imposed upon employees for drug use violation occurring in the workplace.
3. Making it a requirement that each employee to be engaged in performance of work under this Cooperative Agreement be given a copy of the statement required by paragraph (1).
  4. Notifying the employee in the statement required by paragraph (1) that, as a condition of support under this Cooperative Agreement, the employee will -
    - a. Abide by the terms of the statement; and
    - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  5. Notifying the Survey within ten days after receiving notice under subparagraph (4) (b) from an employee otherwise receiving actual notice of such conviction.
  6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (4) (b), with respect to any employee who is convicted by -
    - a. Taking appropriate personnel action against such an employee, up to and including termination; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

### XIII. Effective Date and Termination:

This agreement shall become effective on the date of last signature and shall continue in force until terminated through mutual agreement following a written notice to all Cooperators 90 days in advance of a proposed termination date. This agreement shall remain in effect for five (5) years. Review of the terms of the agreement by all Cooperators shall be made no later than 90 days prior to the end of the fifth year. Mutual

written agreement, signed by all Cooperators, shall be issued for the continuation or modification of the agreement upon completion of the review. This agreement may be modified at any time in writing, and signed by all Cooperators. It is the intent of the Cooperators to review the terms of the agreement every five (5) years.

Approvals: Signatory Officials



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Hawai'i Department of Land and Natural Resources

Vassilis Syrmos  
Vassilis Syrmos (Nov 28, 2023 10:04 HST)

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University of Hawai'i System

**JONATHAN MAWDSLEY**  Digitally signed by JONATHAN MAWDSLEY  
Date: 2024.02.13 15:59:34 -05'00'

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Jonathan R. Mawdsley, Chief, Cooperative Research Programs  
Cooperative Research Units, USGS



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US Fish and Wildlife Service