

**MEMORANDUM OF UNDERSTANDING
BETWEEN LINCOLN UNIVERSITY AND
THE U.S. GEOLOGICAL SURVEY MID-CONTINENT
GEOGRAPHIC SCIENCE CENTER AND
THE MISSOURI WATER SCIENCE CENTER
FOR COOPERATION IN SCIENTIFIC RESEARCH,
FACULTY EXCHANGE, AND STUDENT INTERNSHIPS**

ARTICLE I SCOPE AND OBJECTIVES

The U.S. Geological Survey Mid-Continent Geographic Science Center and the Missouri Water Science Center of the Department of Interior of the United States of America (hereafter referred to as the "USGS") and Lincoln University (hereafter referred to as the "LU") have agreed to procedures for cooperation as defined in this Memorandum of Understanding (MOU). The USGS and the LU (hereafter referred to as the "Parties") agree that this cooperation will be beneficial to both Parties and hereby state their intentions to pursue scientific and technical cooperation in the Earth and Natural Sciences.

The purpose of this Memorandum is to provide for the coordination of collaborative research, inventories, monitoring, and data exchange in the Earth and Natural Sciences including natural hazards, geology, hydrology, remote sensing, mapping, and biological studies between LU and the parties. This will facilitate the exchange of faculty and students for research in the field of management and interpretation of natural resources and hazards within LU and USGS.

ARTICLE II AUTHORITIES AND POLICIES

The authorities for entering into this MOU are Executive Order 13256, Section 7, signed by President George W. Bush on February 12, 2002, regarding Historic Black Colleges and Universities and stating that each executive department and agency identified by the Secretary shall emphasize programs and activities that develop the capacity of historically black colleges and universities to contribute to the development of human capital and strengthen America's economic and technological base through: (1) infrastructure development and acquisitions for instruction and research; (2) student and faculty doctoral fellowships and faculty development; (3) domestic and international faculty and student exchanges and study-abroad opportunities; (4) undergraduate and graduate student internships; and (5) summer, part-time, and permanent employment opportunities.

The terms of this MOU are authorized under 43 U.S.C. 36c (USGS Organic Act), which provides permanent authority to "prosecute projects in cooperation with other agencies, Federal, State and private." In case of conflict, the applicable Federal laws and regulations apply.

Actions taken relative to and under auspices of this MOU will comply with all Federal status relating to nondiscrimination. These include, but are not limited to: the Civil Rights Act of 1964, as amended (Public Law [P.L.] 88-352); the Rehabilitation Act of 1973, as amended (P.L. 93-112); the Age Discrimination of Employment Act of 1967, as amended (P.L. 90-202); and the Civil rights Act of 1991, as amended (P.L. 102-166). These regulations state, in part, that no person in the United States may be discriminated against on the basis of race, color, national origin, sex, religion, age, or physical or mental disability, and that all Federal funds must be used in a non-discriminatory manor.

ARTICLE III COOPERATIVE ACTIVITIES

The Parties agree that specific areas of cooperation may include, but are not limited to, such activities of mutual interest as:

1. Geographic Information Systems (GIS)
2. Interpretation of satellite imagery
3. Mapping
4. Remote sensing
5. Landslide hazards
6. Earthquake hazards
7. Flood hazards
8. Climate change research
9. Ecological studies and monitoring
10. Surface-and ground-water hydrology
11. Earth science data collection
12. Student internships
13. Faculty appointments

The Parties will seek opportunities for collaboration; the elimination of duplicated efforts where possible; the sharing of new and existing data and resources inventories, as appropriate; and participation in cooperative projects that benefit human health and safety, and natural ecosystem functions.

ARTICLE IV IMPLEMENTING AGREEMENTS

This MOU is neither a fiscal nor funds obligation document. Any endeavor involving reimbursement or contribution of funds between parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be documented in separate agreements, with specific projects between parties articulated; separate agreements will reference this MOU. This instrument does not establish authority for noncompetitive award to any entity of any contract or other agreement.

ARTICLE V FINANCIAL COMMITMENTS

This MOU does not constitute a financial commitment on the part of the Parties. Financial support, (if appropriate) for each reimbursable or cooperative agreement must be fully described and is subject to ordinary budgetary and administrative procedures.

ARTICLE VI INTELLECTUAL PROPERTY AND PUBLICATION RIGHTS

The Parties shall each have the right, at their discretion, to publish freely any results of research under this MOU. The right, if any, to disseminate information regarding intellectual property, the sharing of the same, the manner in which this shall be done, to what parties, the timing of any such release, and any other matters in relation to the allocation and use of intellectual property rights shall be stated in any annex or agreement modification made under the umbrella of this MOU. The LU policies and applicable Federal Laws and regulations shall govern any issues with respect to intellectual property.

ARTICLE VII HOLD HARMLESS CLAUSE

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Parties. The USGS's liability shall be governed by the provisions of the Federal Tort claims Act, 18 U.S.C. 2671-80 (1976). LU's liability shall be governed by Section 537.600 RSMo. et.seq. This paragraph is not intended and shall no be construed as a waiver of any immunity available to LU or USGS.

ARTICLE VIII TERMS OF AGREEMENT

When accepted in writing by both Parties, the MOU shall remain in effect for five years from the date of last signature. Proposals to modify the terms of the MOU can be initiated in writing by either of the Parties and are subject to approval by each of the parties. Each party will designate an official to administer proposals under this MOU and facilitate communication between the Parties. The MOU can be terminated by either party upon sixty (60) days written notice. The termination shall not affect the validity, duration, or completion of projects under this MOU that were initiated prior to such termination.

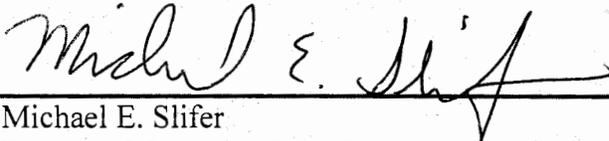
APPROVING SIGNATURES



6-15-06

Emmitt C. Witt III, PH
Director, Mid-Continent Geographic Science Center

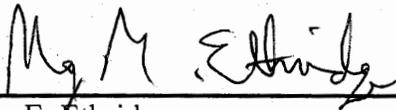
Date



6/28/06

Michael E. Slifer
Director, Missouri Water Science Center

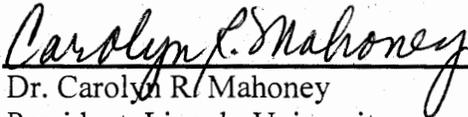
Date



6/19/06

Dr. Max E. Ethridge
Central Region Executive

Date



06/12/06

Dr. Carolyn R. Mahoney
President, Lincoln University

Date