

Zion Group/Southern Utah University ALLIANCE FOR EDUCATION

(last updated August 28, 2008)

This General Agreement (Agreement) is made and entered into between Zion National Park, Cedar Breaks National Monument, Pipe Spring National Monument (referenced as park units), National Park Service (NPS), United States Department of the Interior, and Southern Utah University (University) in order to establish a cooperative and mutually-beneficial working relationship. This relationship is to further the missions of all entities: for the parks, protecting park resources and providing for visitor opportunities to enjoy those resources, educating visitors about the resources, and providing for opportunities to expand our knowledge of the resources; and, for the University, to provide an excellent education through a diverse, dynamic, and personalized learning environment. In so doing, the University will continue to enhance the economic, social and cultural development of the communities served as the comprehensive regional university.

WHEREAS, the authority of the Act of August 25, 1916, 16 USC § 1 and the authority and direction provided by the Redwoods Act of 1978 and the Omnibus Act of 1998, authorize and require the National Park Service to preserve the natural and cultural resources of Zion National Park, Cedar Breaks National Monument, and Pipe Spring National Monument to encourage decision-making based on peer reviewed science, and to provide for public use and enjoyment of the parks without impairment of the resources; and,

WHEREAS, Southern Utah University, as an institution of higher education of the state of Utah, is organized and maintained to conduct programs of education, research, and regional economic development designed to benefit all people of the State including owners, operators and users of recreational areas; and the use, conservation, and management of resources in the state is a concern of the University; and,

WHEREAS, the park units and the University are mutually interested in and desire to partner and cooperate in conducting undergraduate and graduate level studies of the parks' natural and cultural resources and of aspects of visitor use, quality of service, regional services and tourism management; and,

WHEREAS, such studies, whether performed and/or financed by the NPS or performed and/or financed by the University or other entities or persons will be valuable and necessary for the protection and management of the area and resources under the jurisdiction of the NPS and will be valuable to the education and research programs of the University; and,

WHEREAS, making facts, methods, and new findings discovered through research available to scientists, teachers, the public, and local, state and federal agencies, through the spoken word and through publications such as reports, bulletins, circulars, journal and magazine articles, and other appropriate media is desirable; and,

WHEREAS, the University has numerous disciplines and degree programs that prepare students for careers in natural and cultural resources management, public and business administration, hospitality and tourism services, web design, computer engineering, marketing and promotions, outdoor recreation, law enforcement, GIS technology, and geological studies, among others, which conduct research over the broad spectrum of natural, cultural, social, economic, and management sciences; and,

WHEREAS, the NPS and University are members of the Colorado Plateau Cooperative Ecosystems Study Unit (CESU); the CESU was established to coordinate federal land management and research agencies along with the nation's universities in order to develop high quality science, usable knowledge for resource managers, responsive technical assistance, continuing education, and cost-effective research programs; and,

WHEREAS, the University is recognized as the State's regional academic institution in relation to the three park units that will assist in expanding the knowledge of natural and cultural resources and disseminating this knowledge effectively.

Article I.

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto desire to cooperate and mutually agree as follows:

A. To develop specific working agreements for investigative activities, consultation, planning and undergraduate and graduate study in concert with existing NPS programs relating to natural, historical, and cultural resources and visitor use management.

B. To instruct students in the various park management-related disciplines

and to provide technical assistance in the training and education of University students and Park employees at the undergraduate and professional levels in fields of natural and cultural resources and visitor use management and research.

C. To work cooperatively in conducting research, sharing fieldwork and publishing the results of the research in a timely manner. To consult the other party before publishing any results of cooperative activities. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation and recognizing, within proper limits, the rights of the individuals doing the work.

In the case of failure to agree as to manner of publication or interpretation of results, either party may publish data after 30 days notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

D. To work within established guidelines to make internships at the park units available to University students to benefit all entities and park resources and visitors.

E. To hold nothing herein as obligating either the University or the park units to expend funds in excess of appropriations authorized by law and administratively allocated for cooperative activities, or as involving either in any contract or other obligation for the future payment of money.

Article II.

IN FURTHERANCE OF THE ABOVE MUTUAL OBJECTIVES

The University agrees to:

A. Maintain membership in the Colorado Plateau CESU to enable the acquisition of University research services.

B. Assist the park units in the creation and dissemination of new

and existing knowledge related to the specific park unit.

C. Provide adjunct faculty appointments for qualified NPS staff pursuant to the laws and policies of the University and without University tenure rights or compensation and as the University deems appropriate.

D. Provide access to University Library facilities by permanent employees of the park units.

E. Encourage appropriate faculty cooperation to:

i. provide consultation services to the park units on natural, historical, and cultural resource educational curricula and programs, visitor use management issues, including participation in resource education planning sessions; and,

ii. conduct or supervise field investigations and research, data retrieval and analysis, and preparation of reports and recommendations, as specified for each project.

F. Designate a research liaison for the University with the following duties:

i. participate in the preparation of research proposals or other related grant or contract requests such as providing assistance in the review and ranking of proposals requested; and,

ii. participate in training workshops and conferences of NPS scientists, staff and University project leaders.

G. Organize and conduct graduate and undergraduate level field trips, class activities, seminars, and training workshops, which will take place in the park units and which will provide useful scientific, historical and cultural resource management information to the park units as well as for the academic community.

H. Provide the park units with comprehensive reports, research data, annual reports and project papers generated by University personnel from funded projects in accordance with reporting requirements specified, or from projects supported by non-NPS funds and conducted by University personnel within the park units.

I. Obtain permits from the park units via the World Wide Web for conducting research and collecting biological, geological, historical, and cultural resource specimens and adhere to all NPS regulations and curatorial procedures prescribed by NPS regulations and management policies.

J. Provide liability insurance or self-insurance, subject to State provisions, for University personnel participating in programs under this agreement.

The NPS park units agree to:

A. Provide, subject to availability, office, classroom and laboratory space, and internet access for University research and support personnel while working in the park units.

B. Designate a research liaison for each park unit who directs the natural and cultural resource program for the respective park unit and coordinates research projects with the University.

C. Provide for the scheduling of areas within the park units as appropriate.

D. Provide consultation services upon request to University faculty and students engaged in related studies without charge to the University, and allow designated and approved park staff to serve on appropriate University committees.

E. Allow park staff to participate in University-related seminars and to deliver lectures or teach pertinent sections of courses on subjects related to each park unit's mission and research programs.

F. Provide space where available and appropriate for the dissemination of academic information about Southern Utah University.

Article III.

TERM OF AGREEMENT

This agreement shall be effective when signed by both parties and shall remain in effect as needed for up to five years from that date, subject to renewal by mutual agreement for additional periods not to exceed five years each.

SOUTHERN UTAH UNIVERSITY:

Michael Benson, President, Southern Utah University

NATIONAL PARK SERVICE:

Jock Whitworth, Superintendent, Zion National Park

Paul Roelandt, Superintendent, Cedar Breaks National Monument

John Hiscock, Superintendent, Pipe Spring National Monument