

Research User Agreement

General Terms of Use

Approval for each research study at the Station must be obtained from the Station Director <u>before</u> a research access permit will be approved. Research will not be allowed without a research access permit.

If applicants are working with fish and wildlife species, applicants are responsible for securing <u>all</u> <u>applicable State and Federal permits prior to issuance of a research access permit</u>. If working with animals or humans, <u>a separate IACUC or IRB permit maybe required</u> as well. It is up to the investigator to have all forms before research begins.

Research projects that extend onto the adjacent BLM lands will require a second and separate permit issued by the BLM. <u>Any required BLM permit should be obtained prior to issuance of a research access permit.</u>

Nondestructive research will be encouraged throughout the Station. A minimum amount of plant and animal collecting, root excavating, clipping, etc., is anticipated as part of ongoing research. However, anticipated extensive vegetation manipulation, animal manipulation, or ground excavation must be approved in advance and must occur in those portions of the Station designated for manipulative research.

Collecting of small hand samples of rocks (that may be carried easily by hand by one person) is allowed for teaching purposes, but excavations utilizing power tools or removal of large rocks requiring vehicles or heavy equipment must have the prior approval of the Station Director. Collecting of rock samples and hammering of outcrop faces should be kept to a minimum and should be done in so far as possible in areas away from normal public activities at the Station. Collecting of vertebrate fossils or archeological materials (such as artifacts or parts of ancient structures) is not allowed, and the location of any new discoveries of this nature should be brought to the attention of the Station Director immediately.

We encourage research projects that maintain a low visual profile. If cabling, instrument shelters, towers, or other obviously visual features are required, the user must inform the Station Director of this need as part of the permit process or as soon as it is known, but certainly before any structures are constructed. All towers and other structures must comply with OSHA, State of Utah, and University regulations. All structures (towers, field equipments, etc.) must be signed.

The researcher agrees to provide all of the necessary site and manipulation information associated with an approved research project to the Station Director so that adequate records can be achieved for future users.

The field station entry gate must be kept closed.

No overnight camping will be permitted outside either the designated campground area at the Station or the existing residential complex.



Both motorized and non-motorized vehicles are restricted to the main road and should not travel off the main road without special authorization. If extensive access is required to the field sites(s), the researcher should work with the Station Director and/or On-Site Manager to establish a flagged trail system.

Horses, cows, cats, and dogs are not permitted at the field station, except by special permission by the Station Director.

No fires are permitted at the field station away from the designated fire pits at the campground facility and adjacent to Dalton House. Evening fires are restricted to established fire pits and only at those times of the year when fire is not a danger. The Caretaker and Station Director will let visitors know if a campfire is allowed and where; they will also ensure that this policy is enforced.

Smoking at the station is only permitted in immediate vicinity of fire pits because of the potential fire danger.

No firearms are permitted at the Station, except as expressly allowed by State of Utah law and University of Utah policy.

The Station is closed to hunting.

Littering is prohibited — please remove all trash.

Upon termination of a study, please remove plot markers, instrument shelters, and all other materials connected with your research.

Do not disturb the research plots of others; please refrain from removing tags/markers.

Users must recognize that the Station serves multiple functions. As appropriate they should recognize that others associated with teaching, outreach or other activities may pass through the area in which research/educational activity is being conducted.

Research reporting requirements

The researcher agrees to provide the Station Director hard-copy and electronic-version copies of the various technical reports and publications arising from the research as they become available.

The user agrees to provide the Station Director with electronic copies of the data collected as part of this project for archival purposes. If plant and/or animal voucher specimens are collected, the user agrees to deposit these materials at the station for use by other investigators and teachers.



User Fees

User agrees to pay appropriate overnight user fee of \$4/person/night for University of Utah affiliates, \$8/person/night for users from all other education/research organizations.

Indemnification

The User shall hold harmless, defend and indemnify the University of Utah and it's officers, employees and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this contract by User, (b) User's use of University premises, or (c) any act, error, or omission on the part of the User, or its agents, employees, invitees, participants or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the University of Utah, its officers, employees or agents. User agrees to have all participants (or legal guardian, in case of minors) sign a waiver of liability and indemnification agreement.

By signing below, I acknowledge I have read and agree to the terms of use and reporting requirements herein described. As project PI, I agree it is my responsibility to ensure all members of my research team are aware of said terms of use and that the research team is in compliance. Any violation of terms may result in termination of research permit at Bonderman Field Station at Rio Mesa.

Signature

Date

Printed Name/ Organization

Title and/or Topic of Research Project