

BLM # new agreement number to be determined  
USFWS # 50120-B-J044  
USGS # G11AS20323  
NPS # P11AC30805  
ODUSD # W9126G-11-2-0041  
USACE-CW # W912HZ-08-2-0008  
USFS # 03-JV-11242328-001  
NRCS # A-3A75-11-143  
NOAA # [no number issued by this agency]

**CHESAPEAKE WATERSHED  
COOPERATIVE ECOSYSTEM STUDIES UNIT  
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

**U.S. DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
U.S. Fish and Wildlife Service  
U.S. Geological Survey  
National Park Service**

**U.S. DEPARTMENT OF DEFENSE  
Office of the Deputy Under Secretary of Defense  
(Installations and Environment)  
U.S. Army Corps of Engineers – Civil Works**

**U.S. DEPARTMENT OF AGRICULTURE  
U.S. Forest Service, Northern Research Station  
Natural Resources Conservation Service**

**U.S. DEPARTMENT OF COMMERCE  
National Oceanic and Atmospheric Administration**

and

**THE UNIVERSITY SYSTEM OF MARYLAND (HOST)  
University of Maryland Center for Environmental Science  
University of Maryland, College Park  
University of Maryland, Baltimore County  
Frostburg State University**

**College of William and Mary  
George Mason University**

**Pennsylvania State University  
University of the District of Columbia  
National Aquarium  
American Bird Conservancy  
James Madison University  
Delaware State University  
University of Delaware  
The Academy of Natural Sciences  
Western Pennsylvania Conservancy  
American University  
Christopher Newport University  
Howard University  
Indiana University of Pennsylvania  
University of Mary Washington  
University of Virginia  
Anne Arundel Community College**

## **ARTICLE I. BACKGROUND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, U.S. Department of Defense Office of the Deputy Under Secretary of Defense (Installations and Environment), U.S. Army Corps of Engineers – Civil Works, U.S. Forest Service, Natural Resources Conservation Service, and the National Oceanic and Atmospheric Administration (hereinafter called the Federal Agencies), and the University System of Maryland and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Chesapeake Watershed Cooperative Ecosystem Studies Unit (CESU). This continuation of the Chesapeake Watershed CESU is implemented by mutual consent of the parties and is consistent with the prior Agreement and the express intent of the request for proposals for that agreement. The Chesapeake Watershed CESU is associated with a national network of CESUs.
- B. The objectives of the Chesapeake Watershed Cooperative Ecosystem Studies Unit are to:
1. Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
  2. Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
  3. Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.

- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 USC 1701 et seq.). In accordance with 43 USC 1737(b), the BLM is authorized to enter into a cooperative agreement to continue the Chesapeake Watershed CESU to assist in providing research, technical assistance and education.
- D. The U.S. Fish and Wildlife Service (hereinafter called USFWS) working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through Federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, and inland sport fisheries. In accordance with the Fish and Wildlife Act of 1956 (16 USC 742f), the USFWS is authorized to enter into this cooperative agreement to continue the Chesapeake Watershed CESU to assist in providing research, technical assistance, and education.
- E. The U.S. Geological Survey (hereinafter called USGS) serves the nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 31 USC 6302 et seq., 16 USC 1a-2j, 16 USC 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into a cooperative agreement to continue the Chesapeake Watershed CESU to assist in providing research, technical assistance, and education.
- F. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 USC 1 et seq.). In accordance with 16 USC 1a-2j and 16 USC 5933, the NPS is authorized to enter into a cooperative agreement to continue the Chesapeake Watershed CESU to assist in providing research, technical assistance, and education. The National Park Service is also authorized to enter into agreements which provide contributions by the recipient in furtherance of the project, Cost Share Agreements (16 USC 1f).
- G. The U.S. Department of Defense Office of the Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called DOD) manages nearly 30 million acres of land, and the natural and cultural resources found there, and for this agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve

Components. DOD's primary mission is national defense. DOD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DOD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following: 16 USC 670c-1, 10 USC 2358, 10 USC 2694, 10 USC 2684, and P.L. 103-139 (FY 94 NDAA, page 107 Stat. 1422) DOD is authorized to enter into this cooperative agreement continuing the Chesapeake Watershed CESU to assist in providing research, technical assistance, and education under agreement number # W9126G-11-2-0041. The U.S. Army Corps of Engineers through the Office of the Deputy Under Secretary of Defense (Installations and Environment) may only use this agreement for cooperative projects that are for the benefit of the Military Services and their installations and within the objectives of the CESU.

- H. The U.S. Army Corp of Engineers – Civil Works (hereinafter called USACE) provides assistance in the development and management in the nation's water resources. The main missions of USACE, i.e., the Corps, are (1) to facilitate commercial navigation, (2) to protect citizens and their property from flood and storm damages, and (3) to protect and restore environmental resources. The USACE carries out most of its work in partnership with Tribal, state and local governments and other non-federal entities. The USACE must rely upon using the best available science in the evaluation of water resources needs and in the development of recommendations for water resource management. The university and scientific advances will assist the USACE in reaching sound, scientifically based decisions. In accordance with 10 USC 2358, USACE is authorized to enter into the cooperative agreement with the Chesapeake Watershed CESU enabling the USACE to receive direct scientific support from regional CESU members under agreement number # W912HZ-08-2-0008 for a cumulative amount not-to-exceed \$25,000,000.00. USACE is authorized to cooperate with other agencies in accordance with Title 33 USC 2323a and 10 USC 3036(d).
- I. The U.S. Department of Agriculture Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 USC 1641-1646). In accordance with 7 USC 3318 (b) the USFS is authorized to enter into a joint venture agreement to continue the Chesapeake Watershed CESU to assist in providing research, technical assistance, and education.
- J. The U.S. Department of Agriculture Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 of P.L. 106-387, 7 USC 6962a, NRCS is authorized to enter into this cooperative agreement continuing the Chesapeake

Watershed CESU to assist in providing research, technical assistance, and education.

- K. The mission of the National Oceanic and Atmospheric Administration (hereinafter called NOAA) is to understand and predict changes in the Earth's environment and conserve and manage coastal and marine resources to meet our Nation's economic, social, and environmental needs. Authorities to participate in and conduct activities through the Cooperative Ecosystem Studies Units Network include 33 USC 883e, which gives NOAA the authority to enter into cooperative agreements with States, Federal Agencies, public or private organizations or individuals for authorized surveys or investigations and other specified purposes. In addition, under 16 USC 661, NOAA has the authority to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat, in controlling losses of the same from disease or other causes, in minimizing damages from overabundant species, among other things. NOAA also has the authority under 15 USC 2901 et seq., to enter into contracts, grants, or cooperative agreements for climate-related activities. Finally, the Coastal Zone Management Act at 16 USC 1451 et seq., grants NOAA the authority to coordinate with Federal Agencies and provide financial and technical assistance to states and territories to preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nation's coastal zone for this and succeeding generations, among other things. In accordance with the authorities listed above, NOAA is authorized to enter into this cooperative agreement continuing the Chesapeake Watershed CESU to assist in providing research, technical assistance, and educational services.
- L. The University System of Maryland (USM) (hereinafter called Host University) participates in the Chesapeake Watershed CESU through USM institutions: the University of Maryland Center for Environmental Science (UMCES), the University of Maryland, College Park (UMCP), the University of Maryland, Baltimore County (UMBC), and Frostburg State University (FSU). UMCES serves as the administrative lead for the Host University. UMCES advances knowledge through scientific discovery, integration, application, and teaching, all leading toward a holistic understanding of our environmental and natural resources. UMCP is a public research university, sharing research, educational, and technological strengths with other institutions in the USM throughout the state, and is the original land-grant institution in Maryland. Home to more than 20 research centers and institutes, UMBC is a major center for cutting-edge research in the Baltimore-Washington Corridor. FSU serves as a premiere educational, economic, and cultural center for Western Maryland. Through inter-institutional collaboration, combined with the unique contributions of each constituent institution, the USM strives to contribute substantially to the cultural, economic, environmental, scientific, social and technological advancement of Maryland and the nation.
- M. The partner institutions to the Host University include the following: College of William and Mary, George Mason University, Pennsylvania State University,

University of the District of Columbia, National Aquarium, American Bird Conservancy, James Madison University, Delaware State University, University of Delaware, The Academy of Natural Sciences, Western Pennsylvania Conservancy, American University, Christopher Newport University, Howard University, Indiana University of Pennsylvania, University of Mary Washington, University of Virginia, and Anne Arundel Community College.

## **ARTICLE II. STATEMENT OF WORK**

### **A. Each Federal Agency agrees to:**

1. Provide administrative assistance, as appropriate, necessary to execute this agreement and subsequent modifications;
2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance, and education related to the Chesapeake Watershed CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the Chesapeake Watershed CESU Managers Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other polices generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the Agreement; and
10. Be individually responsible for their agency's role in administering the Agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Continue, in consultation with the Federal Agencies and Partner Institutions, the Chesapeake Watershed CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance, and education related to the Chesapeake Watershed CESU objectives;
3. Allow and encourage its faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Chesapeake Watershed CESU objectives, as appropriate;
4. Provide basic administrative and clerical support, as appropriate;
5. Provide access for Chesapeake Watershed CESU Federal Agency staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Chesapeake Watershed CESU Federal Agency staff to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Chesapeake Watershed CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Chesapeake Watershed CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluation the Chesapeake Watershed CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Chesapeake Watershed CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and

3. Encourage students and employees to participate in the activities of the Chesapeake Watershed CESU.

D. All Federal Agencies, the Host University, and Partner Institutions agree to:

1. Maintain the Chesapeake Watershed CESU closely following the mission and goals of the CESU Network as described in the CESU Network Strategic Plan, adapting key elements to local and regional needs, as appropriate;
2. Maintain a current Chesapeake Watershed CESU role and mission statement;
3. Operate under a current multi-year strategic plan;
4. Issue individual funding documents under this Agreement, in accordance with each Federal Agency's respective procedures, that include a specific "scope of work" statement and a brief explanation of the following:
  - a) the proposed work;
  - b) the project contribution to the objectives of the CESU;
  - c) the methodology of the project;
  - d) the substantial involvement of each party;
  - e) the project budget and schedule; and
  - f) the specific project outputs or products; and

Specifically for BLM, this agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate task agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement; and
6. Follow OMB Circulars: A-21, "Cost Principles for Educational Institutions," as codified at 2 CFR 220; A-87, "Cost Principles for State, Local, and Indian Tribal Governments;" as codified at 2 CFR Part 225; A-102, "Grants and Cooperative Agreements with State and Local Governments;" A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher



Education, Hospitals and Other Non-Profit Organizations,” as codified at 2 CFR Part 215; A-122, “Cost Principles for Non-Profit Organizations;” as codified at 2 CFR Part 230; A-133, “Audits of States, Local Governments and Non-Profit Organizations;” as appropriate; and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense) and these documents are incorporated into this Agreement by reference.

### **ARTICLE III. TERMS OF AGREEMENT**

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be 05 August 2011. Parties will have until 05 August 2011 to sign this Agreement and thereby express their intent to continue participation in the Chesapeake Watershed CESU. Parties that do not sign this Agreement by 05 August 2011 will not be participants in the Chesapeake Watershed CESU; such parties will remain in “inactive” status and ineligible to process projects under this Agreement until their official signature page has been received.
- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Chesapeake Watershed CESU.
- C. Amendments to this Agreement shall be made according to the following provisions:
  - 1. For the purposes of this Agreement, amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III.C.2. (below).
  - 2. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.

- D. For the purposes of this Agreement, modifications or task agreements are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one Federal Agency to another Federal Agency.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

#### **ARTICLE IV. KEY OFFICIALS**

A. The technical representatives for the Federal Agencies are as follows:

1. Bureau of Land Management

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2. U.S. Fish and Wildlife Service

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3. U.S. Geological Survey

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4. National Park Service

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5. Office of the Deputy Under Secretary of Defense (Installations and Environment)

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6. U.S. Army Corps of Engineers – Civil Works

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8. Natural Resources Conservation Service

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- B. The technical representative for the Host University, University System of Maryland, is:

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- C. The technical representatives for the Partner Institutions are as follows:

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6. The Pennsylvania State University

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10. James Madison University



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11. Delaware State University

Dr. Dyremple Marsh  
Dean, College of Agriculture and Related Sciences  
Delaware State University  
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Dover, DE 19901-2277  
Phone: (302) 857-6400  
Fax: (302) 857-6402  
[dmarsh@desu.edu](mailto:dmarsh@desu.edu)

12. University of Delaware

Dr. William F. Ritter  
Bioresources Engineering Department  
University of Delaware  
265 Townsend Hall  
Newark, DE 19716  
Phone: (302) 831-2468  
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13. The Academy of Natural Sciences

Dr. David Velinsky  
Senior Scientist & Vice President  
Patrick Center for Environmental Research  
The Academy of Natural Sciences  
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Philadelphia, PA 19103-1195  
Phone: (215) 299-1147  
Fax: (215) 299-1079  
[velinsky@ansp.org](mailto:velinsky@ansp.org)

14. Western Pennsylvania Conservancy

Ephraim Zimmerman  
Ecologist/Ecological Services Coordinator  
Pennsylvania Natural Heritage Program  
Western Pennsylvania Conservancy  
800 Waterfront Drive  
Pittsburgh, PA 15222  
Phone: (412) 586-2319  
Fax: (412) 231-1414  
[ezimmerman@paconserve.org](mailto:ezimmerman@paconserve.org)

15. American University

Dr. David Culver  
104 Beeghly Building  
American University  
4400 Massachusetts Ave, NW  
Washington, DC 20016-8014  
Phone: (202) 885-2180  
Fax: (202) 885-1752  
[dculver@american.edu](mailto:dculver@american.edu)

16. Christopher Newport University

Dr. David Doughty  
Dean, College of Natural and Behavioral Sciences  
Christopher Newport University  
One University Place  
McMurrin Hall  
Newport News, VA 23606  
Phone: (757) 594-7365  
Fax: (757) 594-7304  
[doughty@cnu.edu](mailto:doughty@cnu.edu)

17. Howard University

Dr. George Middendorf, III  
Professor, Department of Biology  
Howard University  
415 College Street NW  
Washington, DC 20059  
Phone: (202) 806-7289

Fax: (202) 806-4564  
[gmiddendorf@howard.edu](mailto:gmiddendorf@howard.edu)

18. Indiana University of Pennsylvania

Andrea Kimmel, JD, BCL  
Project Development Officer  
IUP Research Institute  
Indiana University of Pennsylvania  
1179 Grant Street  
Indiana, PA 15701  
Phone: (724) 357-1344  
Fax: (724) 357-7697  
[akimmel@iup.edu](mailto:akimmel@iup.edu)

19. University of Mary Washington

Michael Spencer  
Department of Historic Preservation  
Combs Hall #132  
University of Mary Washington  
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Fredericksburg, VA 22401-5300  
Phone: (540) 654-1311  
Fax: (540) 654-1068  
[Mspen1bi@umw.edu](mailto:Mspen1bi@umw.edu)

20. University of Virginia

Dr. Bernard J. Cosby  
Res. Professor, Dept. of Environmental Science  
University of Virginia, Clark Hall  
P.O. Box 400123  
Charlottesville, VA 22932-4123  
Phone: (434) 924-7761  
[B.J.Cosby@virginia.edu](mailto:B.J.Cosby@virginia.edu)

21. Anne Arundel Community College

Stephen Ailstock, Ph.D.  
Anne Arundel Community College  
101 College Parkway  
Arnold, MD 21012  
Phone: (410) 777-2230

Fax: (410) 777-4012  
[smailstock@aacc.edu](mailto:smailstock@aacc.edu)

## **ARTICLE V. AWARD**

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner shall obligate \$10,000 to award to the Host University to carry out this Agreement. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.
- B. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, as appropriate, and the related federal agency regulations, as applicable, specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works).
- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications or task agreements, with exceptions listed in Article V.C.1, 2, and 3 (below).
  - 1. One exception is that the USFS cannot reimburse “state cooperative institutions” for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USFS cost-sharing requirements of 20% of total project costs.
  - 2. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 705 of P.L. 111-8.
  - 3. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the Agreement.
- D. Award of additional funds or in-kind resources will be made through modifications or task agreements to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification or task agreement.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

## **ARTICLE VI. PRIOR APPROVAL**

Prior approvals are in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

## **ARTICLE VII. REPORTS AND/OR DELIVERABLES**

- A. OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Chesapeake Watershed CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to this Agreement.
- C. A current role and mission statement for the Chesapeake Watershed CESU will be agreed to and maintained by all Chesapeake Watershed CESU cooperators. Copies of the role and mission statement will be available to all parties to this Agreement.
- D. Annual work plans will be developed to guide the specific activities of the Chesapeake Watershed CESU and will be made available to all parties to this Agreement. They will:
  - 1. Describe the Chesapeake Watershed ongoing and proposed research, technical assistance and education activities;
  - 2. Describe anticipated projects and products; and
  - 3. Identify faculty, staff, and students involved in the Chesapeake Watershed during the year.
- E. A current multi-year strategic plan will be maintained to generally guide the Chesapeake Watershed CESU. Copies of the strategic plan will be available to all parties to this Agreement.

## **ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION**

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

## **ARTICLE IX. TERMINATION**

Termination of this Agreement is in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works). Any party to this Agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

## **ARTICLE X. REQUIRED/SPECIAL PROVISIONS**

### **A. Required Provisions:**

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with applicable requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 USC § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC § 6101 et seq.); and with all other applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 USC 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 USC 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

- a) Governmental Parties

- (1) The Federal Agencies (excluding the U.S. Forest Service), Host University, and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by their respective applicable laws, including laws concerning self-insurance.
- (2) To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a), (b), and (c) for non-governmental parties stated below.
- (3) This provision is applicable to the U.S. Forest Service acting by and through the Forest Service, USDA does hereby recognize potential liability for payment of claims for injury or loss of property of personal injury or death caused by the Government, or any officer, agent or employee thereof, while acting within the scope of his/her office of employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred (28 USC §§1346 (b), 2672 et seq.).

- b) Non-governmental Parties: Work provided by non-governmental entities or persons, will require that entity or person to:
- (1) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
  - (2) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
  - (3) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.
  - (4) Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

7. TRAFFICKING IN PERSONS: This Agreement and its subsequent modifications and task agreements are subject to requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC 7104); now located at 2 CFR Part 175: Trafficking in Persons.

- a) Provisions applicable to a recipient that is a private entity.
- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—



- i. Is determined to have violated a prohibition in paragraph (a) (1) of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a) (1) of this award term through conduct that is either—
    - a. Associated with performance under this award; or
    - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).
- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  - (1) Is determined to have violated an applicable prohibition in paragraph (a) (1) of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a) (1) of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).
- c) Provisions applicable to any recipient.
  - (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) (1) of this award term.
  - (2) Our right to terminate unilaterally that is described in paragraph (a) (2) or (b) of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - (3) You must include the requirements of paragraph (a) (1) of this award term in any subaward you make to a private entity.
- d) Definitions. For purposes of this award term:
  - (1) "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - (3) "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - b. A for-profit organization.
  - (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

8. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING (Included pursuant to Department of the Interior Guidance Release – DIG-2010-04)

Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (<http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or-rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government. The Government reserves the right to cancel this announcement and/or the solicitation. This announcement does not constitute solicitation. End of Announcement.

#### B. SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) 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 of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.
2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

#### **ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE**

The following are to be incorporated into this Agreement:

- A. SF-LLL, Disclosure of Lobbying Activities or Grants.gov Lobbying Form certification, identified in the agencies Funding Opportunity Announcement.
- B. Specific project award documents will incorporate the required Standard Forms for Application for Financial Assistance:

1. SF-424 – Application for Financial Assistance
2. SF-424a – Budget for Non-Construction
3. SF-424b – Assurances for Non-Construction
4. SF-424c – Budget for Construction
5. SF-424d – Assurances for Construction

## **ARTICLE XII. ATTACHMENTS**

The following documents are attached:

ATTACHMENT 1 – Request for Advance or Reimbursement, SF 270

ATTACHMENT 2 – Federal Financial Report, SF 425

ATTACHMENT 3 – ACH Payment, SF3881

ATTACHMENT 4 – Example Modification Template

## **ARTICLE XIII. AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

### **U.S. DEPARTMENT OF THE INTERIOR**

- A. Bureau of Land Management
- B. U.S. Fish and Wildlife Service
- C. U.S. Geological Survey
- D. National Park Service

### **U.S. DEPARTMENT OF DEFENSE**

- E. Office of the Deputy Under Secretary of Defense (Installations and Environment)
- F. U.S. Army Corps of Engineers – Civil Works

### **U.S. DEPARTMENT OF AGRICULTURE**

- G. U.S. Forest Service
- H. Natural Resources Conservation Service

### **U.S. DEPARTMENT OF COMMERCE**

- I. National Oceanic and Atmospheric Administration

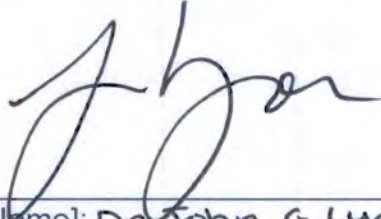
### **J. THE UNIVERSITY SYSTEM OF MARYLAND (HOST)**

- K. University of Maryland, College Park
- L. University of Maryland, Baltimore County
- M. Frostburg State University
- N. College of William and Mary
- O. George Mason University
- P. Pennsylvania State University

- Q. University of the District of Columbia
- R. National Aquarium
- S. American Bird Conservancy
- T. James Madison University
- U. Delaware State University
- V. University of Delaware
- W. The Academy of Natural Sciences
- X. Western Pennsylvania Conservancy
- Y. American University
- Z. Christopher Newport University
- AA. Howard University
- BB. Indiana University of Pennsylvania
- CC. University of Mary Washington
- DD. University of Virginia
- EE. Anne Arundel Community College

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

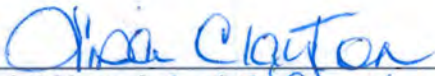
A. Bureau of Land Management



[Print Name]: Dr. John G. Lyon  
[Print Title]: state Director, Eastern states

07 26 2011

Date



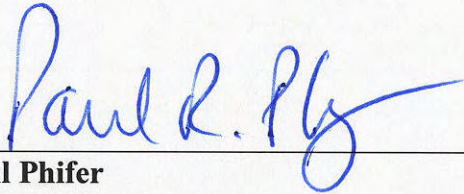
[Print Name]: LISA Clayton  
[Print Title]: GRANTS management officer

7-28-11

Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**B. U.S. Fish and Wildlife Service**



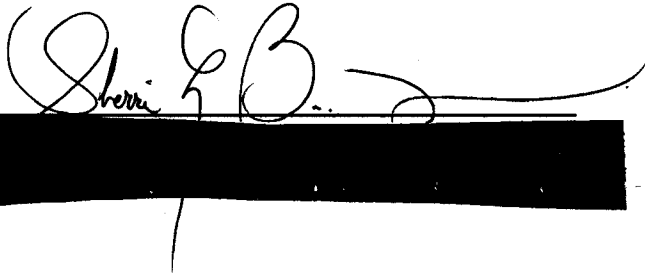
**Paul Phifer**  
**Assistant Regional Director**  
**Ecological Services, Region 5**

**Date** 7/21/11

**USFWS AGREEMENT # 50120-B-J044**

**TABLE AUTHORIZING SIGNATURES (cont.)**

**C. U.S. Geological Survey**

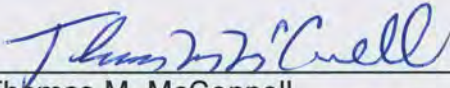
  
A handwritten signature in cursive, appearing to read "Sherri L. B.", is written over a thick black horizontal redaction bar. A vertical line extends downwards from the bottom center of the redaction bar.

07/19/11  
Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

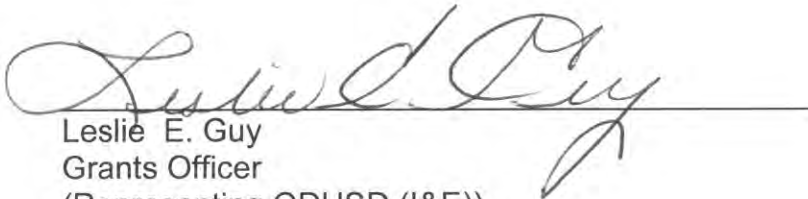
**D. National Park Service**

  
\_\_\_\_\_  
Thomas M. McConnell  
Chief, Acquisition Management Division  
National Capital Region

AUG 30 2011  
\_\_\_\_\_  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**E. Department of Defense – Office of the Deputy Under Secretary of Defense  
(Installations and Environment)**

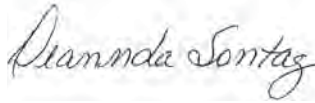


Leslie E. Guy  
Grants Officer  
(Representing ODUSD (I&E))

9-Aug-11  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**F. U.S. Army Corps of Engineers – Civil Works**



Digitally signed by  
SONTAG.DEANNDAS.1230791909  
DN: c=US, o=U.S. Government, ou=DoD,  
ou=PKI, ou=USA,  
cn=SONTAG.DEANNDAS.1230791909  
Date: 2011.08.04 08:48:02 -05'00'

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Deanna Sontag  
Grants Officer

4 Aug 2011

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Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

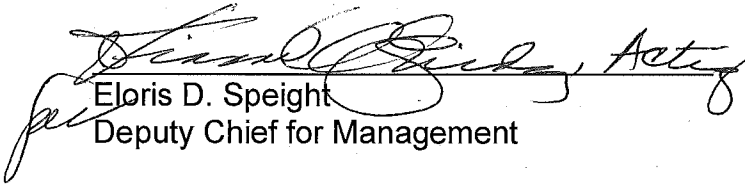
G. U.S. Forest Service

David Garrison  
David Garrison  
Grants Management Specialist  
USDA Forest Service  
Northern Research Station

7/25/11  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**H. Natural Resources Conservation Service**

  
Eloris D. Speight  
Deputy Chief for Management

2 Aug 11  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**I. National Oceanic and Atmospheric Administration**



[Print Name]: FRANK ALMEIDA  
[Print Title]: ACTING DEFSO DIRECTOR

8/12/11

Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**J. The University System of Maryland**

*WE Kirwan*

\_\_\_\_\_  
William E. Kirwan  
Chancellor

\_\_\_\_\_  
Date

**J.1 University of Maryland Center for Environmental Sciences**

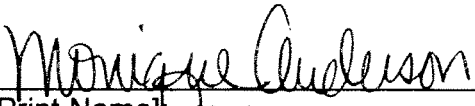
*Ruth Tallman*

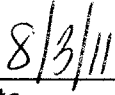
\_\_\_\_\_  
Ruth Tallman, Director  
Office of Research Administration & Advancement

*8/31/11*  
\_\_\_\_\_  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**K. University of Maryland, College Park**

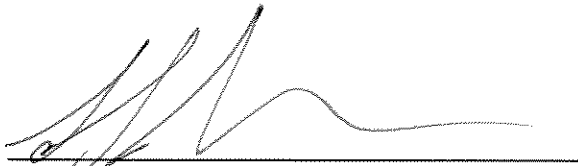
  
\_\_\_\_\_  
[Print Name]: Monique Anderson, Asst. Director  
[Print Title]: Research Administration & Advancement

  
\_\_\_\_\_  
Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**L. University of Maryland, Baltimore County**

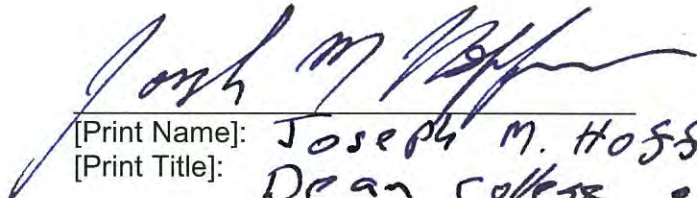
A handwritten signature in black ink, appearing to read 'Stan Jackson', written over a horizontal line.

[Print Name]: Stan Jackson, CRA  
[Print Title]: Grants and Contracts Manager

August 10, 2011  
Date

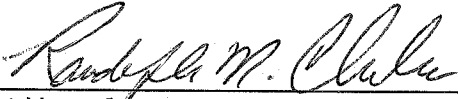
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. Frostburg State University

  
[Print Name]: Joseph M. Hoffmann Date: 8/26/11  
[Print Title]: Dean College of Liberal Arts and Sciences

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. College of William and Mary



[Print Name]: RANDOLPH M. CHAMBERS

[Print Title]: DIRECTOR, RECK ENVIRONMENTAL LAB  
CESU REP, COLLEGE OF WM & MARY


7-27-2011

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

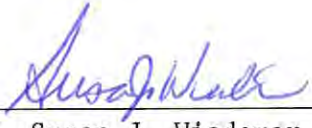
O. George Mason University

  
\_\_\_\_\_  
[Print Name]: **Michael Laskofski**  
[Print Title]: **Director**  
**Office of Sponsored Programs**

  
\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. Pennsylvania State University



\_\_\_\_\_  
[Print Name]: Susan J. Wiedemer  
[Print Title]: Assistant Treasurer

\_\_\_\_\_  
9/14/11  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

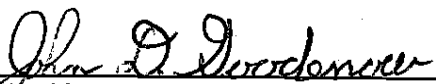
Q. University of the District of Columbia

Graeme Baxter / *GB*  
Graeme Baxter  
Provost and Vice President for Academic Affairs  
(Interim)

August 4, 2011  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

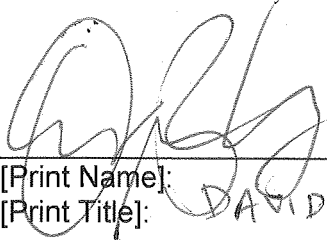
R. National Aquarium

  
\_\_\_\_\_  
[Print Name]: John D. Goodenow  
[Print Title]: Senior Director of Development

8-5-11  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**S. American Bird Conservancy**


  
\_\_\_\_\_  
[Print Name]: DAVID PASHLEY  
[Print Title]: VICE-PRESIDENT

12 August 2011  
Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**T. James Madison University**

 John Hulvey  
cn=John Hulvey, c=US, o=James  
Madison University, ou=Office of  
Sponsored Programs  
2011.08.15 15:05:18 -04'00'

8/15/2011

---

[Print Name]: John D. Hulvey

---

Date

[Print Title]: Director, Sponsored Programs  
Administration and Accounting

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**U. Delaware State University**

Harry Lee Williams  
[Print Name]:  
[Print Title]:

8/15/11  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. University of Delaware

Katherine M Lyons  
[Print Name]: KATHERINE M LYONS  
[Print Title]: CONTRACT & GRANT SPECIALIST

8/17/11  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. The Academy of Natural Sciences



[Print Name]: DAVID Velinsky  
[Print Title]: VP for Environmental Science

8/4/11  
Date

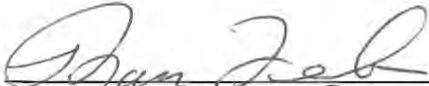


George W. Gephart, Jr.  
President & CEO

8/4/11

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

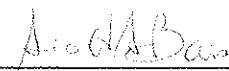
**X. Western Pennsylvania Conservancy**

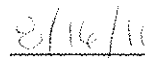
  
\_\_\_\_\_  
[Print Name]: Shawn Ferlan  
[Print Title]: Vice President, Western Pennsylvania  
Conservancy

15 August 2011  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)


Y. American University

  
\_\_\_\_\_  
Scott A. Bass  
Provost

  
\_\_\_\_\_  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

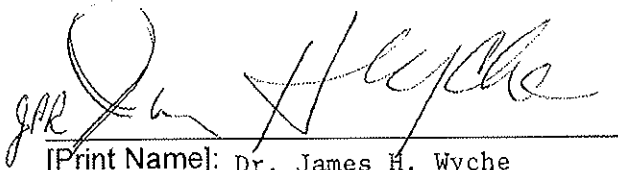
**Z. Christopher Newport University**

  
\_\_\_\_\_  
[Print Name]:  
[Print Title]: Mark Padilla  
Provost

August 1, 2011  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AA. Howard University

Handwritten signature of Dr. James H. Wyche in cursive script, written over a horizontal line.

[Print Name]: Dr. James H. Wyche  
[Print Title]: Provost & Chief Academic Officer

8/4/2011  
Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**BB. Indiana University of Pennsylvania**




\_\_\_\_\_  
[Print Name]: Timothy P. Mack  
[Print Title]: Dean of the School of Graduate  
                  Studies and Research

7-20-11  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

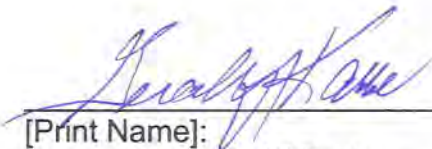
CC. University of Mary Washington

  
[Print Name]: Richard R. Pearce  
[Print Title]: Acting Vice President for  
Administration & Finance and CFO

7/27/11  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

**DD. University of Virginia**



[Print Name]:

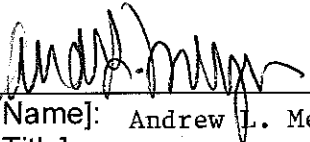
[Print Title]:

**Gerald J. Kane, Jr.**  
**Director of Grants and Contracts**  
**Office of Sponsored Programs**  
**University of Virginia**

8-4-11  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

EE. Anne Arundel Community College

  
\_\_\_\_\_  
[Print Name]: Andrew L. Meyer  
[Print Title]: Vice President for Learning

8/17/11  
\_\_\_\_\_  
Date