

**Agreement Number(s)**  
BIA # BIA-CHWA-CESU-2021  
BLM # BLM-CHWA-CESU-2021  
BOEM # BOEM-CHWA-CESU-2021  
FWS # FWS-CHWA-CESU-2021  
USGS # USGS-CHWA-CESU-2021  
NPS # NPS-CHWA-CESU-2021  
USFS # 21-JV-11242308-086  
NRCS # NRC21MOU0012115  
NOAA # no number issued  
DOD # no number issued  
USACE # USACE-CHWA-CESU-2021  
NASA # no number issued

**CHESAPEAKE WATERSHED  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT  
VENTURE AGREEMENT**

**between**

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

**U.S. DEPARTMENT OF AGRICULTURE  
U.S. Forest Service  
Natural Resources Conservation Service**

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

**U.S. DEPARTMENT OF DEFENSE  
Office of the Assistant Secretary of Defense for Sustainment  
U.S. Army Corps of Engineers–Civil Works**

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION**

**and**

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

**American University  
Anne Arundel Community College  
Binghamton University**

**Bryn Mawr College**  
**Christopher Newport University**  
**College of William and Mary**  
**Delaware State University**  
**Gallaudet University**  
**Garrett College** [withdrawn]  
**George Mason University**  
**George Washington University**  
**Hood College**  
**Howard University**  
**Indiana University**  
**Indiana University of Pennsylvania**  
**James Madison University**  
**Johns Hopkins University**  
**Lock Haven University**  
**Longwood University**  
**Mansfield University**  
**Maryland Institute College of Art**  
**Monmouth University**  
**Morgan State University**  
**Ohio University**  
**Old Dominion University**  
**The Pennsylvania State University**  
**St. Mary's College of Maryland**  
**Shepherd University**  
**Shippensburg University**  
**Smithsonian Institution**  
**Temple University**  
**University of Delaware**  
**University of the District of Columbia**  
**University of Mary Washington**  
**University of Pennsylvania**  
**University of Richmond**  
**The Rector and Visitors of the University of Virginia**  
**Virginia Commonwealth University**  
**Virginia Institute of Marine Science**  
**Virginia Polytechnic Institute and State University**  
**West Virginia University**  
**DC Department of Energy and Environment**  
**Virginia Department of Conservation and Recreation**  
**The Academy of Natural Sciences**  
**American Bird Conservancy**  
**American Indian Higher Education Consortium**  
**Association for the Study of African American Life and History**  
**Association of African American Museums**  
**Conservation Science Global, Inc.**

**Ecological Society of America  
Live It, Learn It  
National Aquarium  
NatureServe  
Park Rx America  
Stroud Water Research Center  
Western Pennsylvania Conservancy**

**ARTICLE I. BACKGROUND AND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Indian Affairs, Bureau of Land Management, Bureau of Ocean Energy Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, U.S. Forest Service, Natural Resources Conservation Service, National Oceanic and Atmospheric Administration, Office of the Assistant Secretary of Defense for Sustainment, U.S. Army Corps of Engineers–Civil Works, and National Aeronautics and Space Administration (hereinafter called Federal Agencies) and the University System of Maryland (Host University) 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:
- Provide research, technical assistance and education to federal land management, environmental, and research agencies and their potential partners;
  - 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
  - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. Bureau of Indian Affairs. The Bureau of Indian Affairs (hereinafter called BIA) is the oldest bureau of the United States Department of the Interior. Established in 1824, BIA currently provides services to approximately two million American Indians and Alaska Natives. There are 574 federally recognized American Indian tribes and Alaska Natives in the United States. The mission of the Bureau of Indian Affairs is to: "... enhance the quality of life, to promote economic opportunity, and to carry out the

responsibility to protect and improve the trust assets of American Indians, Indian tribes, and Alaska Natives." BIA has responsibility for the administration and management of 55 million surface acres and 57 million acres of subsurface minerals estates held in trust by the United States for American Indian, Indian tribes, and Alaska Natives. BIA serves a special role, both serving tribes through trust management and by providing technical support and advice across a broad range of topics. The BIA is also the lead agency providing for federal management of the trust corpus held on behalf of tribal government and individual beneficial owners and as such is tasked with coordinating science, technical education, and management needs for those trust resources. The tribes, through the Indian Self-Determination and Education Assistance Act of 1975 (Pub. L. 93-638), are authorized to contract BIA management functions and as such mission needs, research results, and education efforts serve and enable tribal and BIA staff. The Act also authorized the federal government to follow specific contracting regulations for Recognized Federal Indian Tribes, and with tribal approval, tribally chartered Indian colleges and universities.

BIA participation in the CESU Network will include support, coordination, and cooperation focused on science and education for climate and trust resource management, as well as other areas within its range of mission-related services and activities. BIA is authorized to enter into cooperative agreements under the general authority for climate change via the Snyder Act of 1921, as amended, 25 U.S.C. § 13; for FY14 (2-year funding) via Pub. L. 113-76, and FY15 (2-year funding) via Pub. L. 113-164, as amended (and subsequent annual budget appropriations as may be authorized during the term of the agreement); and for any potential Forestry and Wildland Fire Management program efforts, via the National Indian Forest Resources Management Act of 1990, Pub. L. 101- 630. BIA has the authority to enter into this agreement pursuant to 25 U.S.C. § 2; the Education and Training Program, 23 U.S.C. § 6004; and Snyder Act of 1921, as amended, 25 U.S.C. § 13.

D. Bureau of Land Management. 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 BLM to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. § 1701 et seq.). In accordance with 43 U.S.C. § 1737(b), the BLM is authorized to enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands; and is thereby authorized to enter into this cooperative agreement to continue the Chesapeake Watershed CESU to assist in providing research, technical assistance and education.

E. Bureau of Ocean Energy Management. The Bureau of Ocean Energy Management (hereinafter called BOEM) oversees the exploration and development of oil, natural gas and other minerals and renewable energy alternatives on the Nation's outer

continental shelf. BOEM continues to look for better ways to serve the American people and to ensure that the Nation receives the best value for its resources now and into the future. The program not only supports decisions made within the Department of the Interior, but also provides other Federal regulators, and the coastal states, and local governments with the information necessary to ensure that all stages of offshore energy and mineral activities are conducted in a manner to protect both the human and natural environments. Outer Continental Shelf Lands Act (OCSLA) (43 U.S.C. §§ 1331-1356) Section 1346 mandates the conduct of environmental and socioeconomic studies needed for the assessment and management of environmental impacts on the human, marine, and coastal environments which may be affected by oil and gas, renewable energy or mineral development. OCSLA Section 1345 authorizes the use of cooperative agreements with affected States to meet the requirements of OCSLA, including sharing of information, joint utilization of available expertise, formation of joint monitoring arrangements to carry out applicable Federal and State laws, regulations, and stipulations relevant to outer continental shelf operations both onshore and offshore. BOEM can enter into cooperative agreements with State offices, and public colleges and universities within the affected states; and is thereby authorized to enter into this cooperative agreement to continue the Chesapeake Watershed CESU to assist in providing research, technical assistance, and education.

- F. U.S. Fish and Wildlife Service. 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, inland sport fisheries, and the National Wildlife Refuge System. In accordance with 16 U.S.C. § 661, 16 U.S.C. § 742(f), and 16 U.S.C. § 753(a), the USFWS is authorized to cooperate with other agencies to assist in providing research, technical assistance, and education; and is thereby authorized to enter into this cooperative agreement to continue the Chesapeake Watershed CESU.
  
- G. U.S. Geological Survey. 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. USGS has authority to enter into this Agreement pursuant to Pub. L. 99-591, that bestows permanent authority on the USGS to “prosecute projects in cooperation with other agencies, Federal, state, and private” (43 U.S.C. § 36(c)), the USGS Organic Act of March 3, 1879, as amended (43 U.S.C. § 31 et seq.), 16 U.S.C. § 1(a)(2)(j), 16 U.S.C. § 1(g), 16 U.S.C. § 5933, and 16 U.S.C. § 753(a) to continue the Chesapeake Watershed CESU to assist in providing research, technical assistance, and education.
  
- H. National Park Service. The National Park Service (hereinafter called NPS) manages areas of the National Park System “to conserve the scenery and the natural and

historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations” (54 U.S.C. § 100101 et seq.). In support of this broad mission, the Secretary of the Interior “shall ensure that management of System units is enhanced by the availability and utilization of a broad program of the highest quality science and information” (54 U.S.C. § 100702), and “shall enter into cooperative agreements with colleges and universities, including land grant schools, in partnership with other Federal and State agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the resources of the System, or the larger region of which System units are a part” (54 U.S.C. § 100703). The NPS is authorized to enter into cooperative agreements with public or private educational institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training activities concerning the resources of the National Park System (54 U.S.C. § 101702(b)); with State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs (54 U.S.C. § 101702(a)); with State, local, or tribal governments, other Federal agencies, other public entities, educational institutions, private nonprofit organizations, or participating private landowners or individuals for the purpose of protecting natural resources of units of the National Park System through collaborative efforts on land inside and outside of National Park System units (54 U.S.C. § 101702(d)) or to investigate, protect, preserve, maintain, or operate any historic or archeologic building, site, or object of national significance (54 U.S.C. §§ 320101-320103); and with any State or local government, public or private agency, organization, institution, corporation, individual, or other entity for the purpose of sharing costs or services in carrying out authorized functions and responsibilities of the Secretary of the Interior with respect to any unit or program of the National Park System, any affiliated area, or any designated National Scenic or Historic Trail (54 U.S.C. § 101701). NPS is also authorized to provide conservation, recreation, and disaster assistance to partners to help them achieve goals of mutual interest (54 U.S.C. § 200103, 16 U.S.C. § 1723(c)), and support projects to be carried out on Federal, State, local, or private lands as part of disaster prevention or relief efforts in response to an emergency or major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). In accordance with the aforementioned authorities, the NPS is authorized to enter into this Agreement to continue the Chesapeake Watershed CESU to assist in providing research, technical assistance and education.

- I. U.S. Forest Service. 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 U.S.C. § 1641-1646). In accordance with 7 U.S.C. § 3318(b), the USFS is authorized to enter into a joint venture agreement to assist in providing agricultural research and teaching activities.

- J. Natural Resources Conservation Service. The Natural Resources Conservation Service (hereinafter called NRCS) improves the health of our Nation's natural resources while sustaining and enhancing the productivity of American agriculture. We achieve this by providing voluntary assistance through strong partnerships with private landowners, managers, and communities to protect, restore, and enhance the lands and waters upon which people and the environment depend. NRCS scientists and technical specialists identify appropriate technologies in research, development, and transfer them to field staff for recommending the technologies to America's farmers and ranchers. Under 7 U.S.C. 6962a, 16 U.S.C. 590a-q, 42 U.S.C. 3271-3274, and 16 U.S.C. 3839aa et seq., NRCS is authorized to enter into this cooperative agreement to continue the Chesapeake Watershed CESU to assist in providing research, studies, technical assistance, and educational services consistent with the mission of the NRCS and the CESU Network.
- K. National Oceanic and Atmospheric Administration. 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 U.S.C. 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 U.S.C. 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 U.S.C. 2901 et seq., to enter into contracts, grants, or cooperative agreements for climate-related activities. Finally, the Coastal Zone Management Act at 16 U.S.C. 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. Office of the Assistant Secretary of Defense for Sustainment. The U.S. Department of Defense—Office of the Assistant Secretary of Defense for Sustainment (hereinafter called DOD) manages 25 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 U.S.C. § 670c-1, 10 U.S.C. § 2358, 10 U.S.C. § 2694, 10 U.S.C. § 2684, and Pub. L. 103-139 (FY 94 NDAA, page 107 Stat. 1422), DOD is authorized to enter into cooperative agreements with States, nonprofit organizations, academic institutions, and other partners to support research, technical assistance, and educational services consistent with the mission of the DOD and the CESU Network. In accordance with the aforementioned authorities, the DOD is authorized to enter into this Agreement to continue the Chesapeake Watershed CESU.

- M. U.S. Army Corps of Engineers–Civil Works. The U.S. Army Corps of Engineers Civil Works Program (hereinafter called USACE) provides assistance in the development and management of 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 Corps carries out most of its work in partnership with Tribal, state, and local governments and other nonfederal entities. The Corps must rely upon using the best available science in the evaluation of water resources needs and in the development of recommendations for water resources management. The university and scientific institutions that comprise the CESU Network have knowledge and expertise of the latest scientific advances that will assist the Corps in reaching sound, scientifically based decisions. In addition, by participating in the CESU, scientists within the Corps will have access to university resources within the CESU Network and be able to interact with colleagues in various scientific disciplines, and thereby further their own professional development. Corps field offices may avail themselves of support from the regional CESUs by collaborating with the Engineer Research and Development Center, who has the authority to enter into cooperative agreements with such CESUs, thus enabling these Corps offices to receive scientific support from regional CESU members. USACE is authorized to cooperate with other agencies in accordance with Title 33 U.S.C. § 2323(a) and 10 U.S.C. § 3036(d). Additionally, USACE may enter into transactions under the authority of 10 U.S.C. § 2371 in carrying out basic, applied, and advanced research projects. In accordance with 10 U.S.C. § 2358, USACE is authorized to enter into this cooperative agreement continuing the Chesapeake Watershed CESU.
- N. National Aeronautics and Space Administration. The National Aeronautics and Space Administration (hereinafter called NASA) has among its missions the utilization of aeronautical and space activities for scientific purposes, encompassing research designed to expand knowledge of the Earth, its resources, and the effects of climatic change on the transformation of its ecological systems. In addition, NASA is responsible for the environmental stewardship of the land, water, and wildlife resources under its control. In accordance with 51 U.S.C. § 20113 (e) of the National Aeronautics and Space Act of 1958 (51 U.S.C. § 20101 et seq.), NASA is authorized to enter into this cooperative agreement to continue the Chesapeake Watershed CESU to assist in providing research, technical assistance, and education.



- O. Host University. 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, Baltimore County (UMBC), the University of Maryland, College Park (UMCP), the University of Maryland Eastern Shore (UMES), Bowie State University (BSU), Frostburg State University (FSU), and Towson University (TU). 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. Home to more than 20 research centers and institutes, UMBC is a major center for cutting-edge research in the Baltimore-Washington Corridor. 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. UMES is Maryland's Historically Black 1890 Land-Grant Institution; it is a teaching, research, and doctoral institution that nurtures and launches leaders in a student-centered environment. BSU is Maryland's oldest Historically Black College/University and empowers students to think critically, make new discoveries, value differences and emerge as leaders in a highly technical, rapidly changing global society. FSU serves as a premiere educational, economic, and cultural center for Western Maryland. The largest university in the Baltimore area, TU produces innovative research and offers nationally recognized undergraduate and graduate programs in the liberal arts, sciences, arts, and applied professional fields. 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.
- P. Partner Institutions. The partner institutions to the Host University include American University, Anne Arundel Community College, Binghamton University, Bryn Mawr College, Christopher Newport University, College of William and Mary, Delaware State University, Gallaudet University, ~~Garrett College~~, George Mason University, George Washington University, Hood College, Howard University, Indiana University, Indiana University of Pennsylvania, James Madison University, Johns Hopkins University, Lock Haven University, Longwood University, Mansfield University, Maryland Institute College of Art, Monmouth University, Morgan State University, Ohio University, Old Dominion University, The Pennsylvania State University, St. Mary's College of Maryland, Shepherd University, Shippensburg University, Smithsonian Institution, Temple University, University of Delaware, University of the District of Columbia, University of Mary Washington, University of Pennsylvania, University of Richmond, The Rector and Visitors of the University of Virginia, Virginia Commonwealth University, Virginia Institute of Marine Science, Virginia Polytechnic Institute and State University, West Virginia University, DC Department of Energy and Environment, Virginia Department of Conservation and Recreation, The Academy of Natural Sciences, American Bird Conservancy, American Indian Higher Education Consortium, Association for the Study of African

American Life and History, Association of African American Museums, Conservation Science Global, Inc., Ecological Society of America, Live It, Learn It, National Aquarium, NatureServe, Park Rx America, Stroud Water Research Center, and Western Pennsylvania Conservancy (hereinafter called Partner Institutions).

## **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 and as available;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate and as available;
6. Make available managers to serve on the Chesapeake Watershed CESU Executive Committee and Federal 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 policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 CFR Part 2635);
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 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 Federal Agencies' personnel 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 Executive 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 evaluating 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 Chesapeake Watershed CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual funding documents, in accordance with each agency's procedures, to this Agreement that individually 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;
  - f. the specific project outputs or products.

Note: For BLM, FWS, USFS, and other agencies as appropriate, 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. Provide data on CESU projects to the CESU Network National Office and/or Host University in accordance with CESU Council guidelines as posted on the CESU Network National Office website ([www.cesu.org](http://www.cesu.org));

6. 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;
7. Engage in collaborative activities consistent with federal scientific and scholarly integrity directives and policies (e.g., Presidential and OSTP Scientific Integrity Memoranda; DOD Instruction 3200.20; DOI 305 DM 3; USDA DR 1074-001; NOAA AO 202-735D), as appropriate;
8. Follow 2 CFR 200, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as appropriate; and the related federal agency regulations, as applicable, specifically 22 CFR 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 U.S.C. 2358, 10 U.S.C. 3036(d), 33 U.S.C. 2323a, DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (Department of Defense); and these documents are incorporated into this Agreement by reference.

### **ARTICLE III. TERM OF AGREEMENT**

- A. The effective date of this Agreement shall be 05 August 2021. This Agreement shall be effective for all signatory parties for a period of five (5) years from the effective date. Parties will have until 05 August 2021 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 2021 will remain in “inactive” status and ineligible to process new 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 five (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 executed in writing by the CESU Network National Office. Amendments shall be signed by all signatories to this Agreement, except in cases described in Sections C.2. and C.3. (below). Unless otherwise specified, all terms and conditions of the CESU Agreement apply to the Amendment, and once fully executed the Amendment is made part of the Agreement.

2. For Amendments for which the sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, the Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the Amendment. New Partner Institutions and/or Federal Agencies shall be approved and added in accordance with the CESU Council guidance, as posted on the CESU Network website ([www.cesu.org](http://www.cesu.org)). All partners shall receive prior notification of amendments.
  3. For amendments for which the sole purpose is to incorporate administrative changes that do not affect the intent, execution, and implementation of the terms of this Agreement, such as Partner changes or modifications as required by federal (e.g., OMB) financial assistance regulations, the Partner Institution and/or Federal Agency requesting the administrative change and the Host University shall sign the amendment. Such amendments shall be made at the discretion of the CESU Council and all partners shall receive prior notification of amendments.
- 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 representatives for the Federal Agencies are as follows:

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. <u>Bureau of Indian Affairs</u><br/> <i>Technical Representative(s)</i><br/>           Rachael Novak<br/>           Tribal Resilience Coordinator<br/>           Bureau of Indian Affairs<br/>           1001 Indian School Road NW<br/>           Bldg 1, 321-A<br/>           Albuquerque, NM 87104<br/>           Phone: (505) 563-5253<br/>           Mobile: (202) 510-5198<br/> <a href="mailto:rachael.novak@bia.gov">rachael.novak@bia.gov</a> </li> </ol> | <ol style="list-style-type: none"> <li><i>Administrative Representative(s)</i><br/>           Jo Ann Metcalfe<br/>           Grants Management Specialist<br/>           Bureau of Indian Affairs<br/>           12220 Sunrise Valley Drive<br/>           Reston, VA 20191<br/>           Phone: (703) 390-6410<br/> <a href="mailto:jo.metcalfe@bia.gov">jo.metcalfe@bia.gov</a> </li> </ol> |
| <ol style="list-style-type: none"> <li>2. <u>Bureau of Land Management</u><br/> <i>Technical Representative(s)</i> </li> </ol>   |  |

Anthony D. Bobo, Jr.  
Deputy State Director  
BLM Eastern States  
5275 Leesburg Pike  
Falls Church, VA 22041  
Phone: (703) 558-7723  
[a1bobo@blm.gov](mailto:a1bobo@blm.gov)

*Administrative Representative(s)*

Melanie Beckstead  
Grant Policy Analyst  
BLM Headquarters, HQ-720  
760 Horizon Drive  
Grand Junction, CO 81506  
Phone: (801) 539-4169  
[mbeckstead@blm.gov](mailto:mbeckstead@blm.gov)

3. Bureau of Ocean Energy  
Management

*Technical Representative(s)*

Paul Knorr  
Geologist  
Marine Minerals Division  
Bureau of Ocean Energy  
Management  
45600 Woodland Road, MS-VAM-  
LD  
Sterling, VA 20166  
Phone: (703) 787-1524  
[paul.knorr@boem.gov](mailto:paul.knorr@boem.gov)

*Administrative Representative(s)*

Briana Robinson  
Budget Analyst  
Office of Environmental Programs  
Bureau of Ocean Energy  
Management  
45600 Woodland Road, MS-VAM-  
OEP  
Sterling, VA 20166  
Phone: (703) 787-1754  
[briana.robinson@boem.gov](mailto:briana.robinson@boem.gov)

4. U.S. Fish and Wildlife Service

*Technical Representative(s)*

Genevieve Pullis LaRouche  
Field Office Supervisor  
Chesapeake Bay Field Office  
U.S. Fish and Wildlife Service  
Annapolis, MD 21401  
Phone: (202) 341-5882  
[genevieve\\_larouche@fws.gov](mailto:genevieve_larouche@fws.gov)

*Administrative Representative(s)*

Anna-Marie York  
Grants Management Specialist  
Science Applications  
U.S. Fish and Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041  
Phone: (703) 358-1881  
[anna-marie\\_york@fws.gov](mailto:anna-marie_york@fws.gov)

5. U.S. Geological Survey

*Technical Representative(s)*

Tom O'Connell  
Director  
USGS Eastern Ecological Science  
Center  
11649 Leetown Road  
Kearneysville, WV 25430  
Phone: (304) 724-4401  
Mobile: (304) 620-3759  
Fax: (304) 724-4410  
[toconnell@usgs.gov](mailto:toconnell@usgs.gov)

*Administrative Representative(s)*

Faith Graves  
Contracting Officer  
U.S. Geological Survey  
12201 Sunrise Valley Drive,  
MS205G  
Reston, VA 20192  
Phone: (703) 648-7356  
Fax: (703) 648-7901  
[fgraves@usgs.gov](mailto:fgraves@usgs.gov)

6. National Park Service

*Technical Representative(s)*

Tanya Gossett  
Associate Regional Director  
Resource Stewardship and Science  
Region 1–National Capital Area  
National Park Service,  
1100 Ohio Drive SW  
Washington, DC 20242  
Phone: (202) 302-3933  
[tanya\\_gossett@nps.gov](mailto:tanya_gossett@nps.gov)

Daniel Filer, MBA, EdD  
Chesapeake Watershed CESU  
Research Coordinator  
Region 1–National Capital Area  
National Park Service  
UMCES Appalachian Laboratory  
301 Braddock Road, Room 304  
Frostburg, MD 21532  
Phone: (301) 689-7108  
Mobile: (301) 491-2465  
[danny\\_filer@nps.gov](mailto:danny_filer@nps.gov)

*Administrative Representative(s)*

LaQuita Palmer  
Grants Management Specialist  
Office of Acquisition, Financial  
Assistance, and Property  
Management  
Region 1–National Capital Area  
National Park Service  
1100 Ohio Drive SW  
Washington, DC 20242  
Phone: (202) 619-7082  
Mobile: (202) 868-3263  
Fax: (202) 485-9720  
[laquita\\_palmer@nps.gov](mailto:laquita_palmer@nps.gov)

7. U.S. Forest Service

*Technical Representative(s)*

Elizabeth Larry  
Assistant Station Director for  
Research  
Northern Research Station  
U.S. Forest Service

5523 Research Park Drive, Suite  
350  
Baltimore, MD 21228-4783  
Phone: (443) 543-5386  
[elizabeth.b.larry@usda.gov](mailto:elizabeth.b.larry@usda.gov)

*Administrative Representative(s)*

Jerry Elian  
Grants Management Specialist  
Northern Research Station  
U.S. Forest Service  
1992 Folwell Avenue  
St. Paul, MN 55108-1034  
Phone: (651) 649-5155 Office  
[jerry.s.elian@usda.gov](mailto:jerry.s.elian@usda.gov)

8. Natural Resources Conservation  
Service

*Technical Representative(s)*

Ronald Harris  
Director  
Outreach and Partnerships Division  
USDA Natural Resources  
Conservation Service  
1400 Independence Avenue SW /  
Room 6006-S  
Washington, DC 20250  
Phone: (202) 720-6646  
[ronald.harris@usda.gov](mailto:ronald.harris@usda.gov)

*Administrative Representative(s)*

Aileen Anderson  
Grants Management Specialist  
Quality Assurance Branch 1  
Grants and Agreements Division  
Farm Production and Conservation  
– Business Center (FPAC-BC)  
U.S. Department of Agriculture  
Watertown Service Center  
21168 State Route 232  
Watertown, NY 13601-0838  
Phone: (315) 221-5884  
Fax: (855) 401-1956  
[aileen.anderson@usda.gov](mailto:aileen.anderson@usda.gov)



9. National Oceanic and Atmospheric Administration

*Technical Representative(s)*

Jon Hare  
Science and Research Director  
Northeast Fisheries Science Center  
NOAA Fisheries Service  
166 Water Street  
Woods Hole, MA 02543  
Phone: (508) 495-2000  
[jon.hare@noaa.gov](mailto:jon.hare@noaa.gov)

*Administrative Representative(s)*

Michael Liddel  
Branch Chief, Commercial Fishery  
Statistics  
Program Director, Fishery  
Information System (FIS)  
Office of Science and Technology  
NOAA Fisheries Service  
1315 East-West Highway, Room  
12441  
Silver Spring, MD 20910-3282  
Phone: (301) 427-8139  
[michael.liddel@noaa.gov](mailto:michael.liddel@noaa.gov)

10. Office of the Assistant Secretary of Defense for Sustainment

*Technical Representative(s)*

Chris Petersen  
Senior Natural Resources Specialist  
NAVFAC Atlantic  
6506 Hampton Blvd  
Norfolk, VA 23508  
Phone: (757) 322-4560  
[chris.petersen@navy.mil](mailto:chris.petersen@navy.mil)

Elizabeth Galli-Noble  
Senior Natural Resources Program  
Manager  
DoD Legacy and Natural Resources  
Programs  
4800 Mark Center Drive, Suite  
16F16

Alexandria, VA 22350  
Phone: (571) 372-8299  
Mobile: (406) 581-8148  
[elizabeth.j.galli-noble.civ@mail.mil](mailto:elizabeth.j.galli-noble.civ@mail.mil)  
[elizabeth.galli-nobl@ag.tamu.edu](mailto:elizabeth.galli-nobl@ag.tamu.edu)

*Administrative Representative(s)*

Lori Kruse-Johnson  
SWD CESU Program Manager  
U.S. Army Corps of Engineers -  
Tulsa District  
2488 E 81st Street  
Tulsa, OK 74137  
Phone: (918) 810-9419  
[Lori.M.Kruse-Johnson@usace.army.mil](mailto:Lori.M.Kruse-Johnson@usace.army.mil)

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

*Technical Representative(s)*

Jennifer Seiter-Moser  
Acting Technical Director  
Civil Engineering Programs  
Engineer Research and  
Development Center  
U.S. Army Corps of Engineers  
3909 Halls Ferry Road  
Vicksburg, MS 39180  
Phone: (601) 634-3750  
[jennifer.m.seiter-moser@usace.army.mil](mailto:jennifer.m.seiter-moser@usace.army.mil)

*Administrative Representative(s)*

Sherry Whitaker  
CESU Program Manager  
Engineer Research and  
Development Center  
U.S. Army Corps of Engineers  
3909 Halls Ferry Road  
Vicksburg, MS 39180  
Phone: (601) 634-2990  
[sherry.l.whitaker@usace.army.mil](mailto:sherry.l.whitaker@usace.army.mil)

12. National Aeronautics and Space Administration

*Technical Representative(s)*  
Tina Norwood  
NEPA Manager  
Environmental Management  
Division

National Aeronautics and Space  
Administration  
300 E Street SW, Suite 2U82  
Washington, DC 20546  
Phone: (202) 358-7234  
[tina.norwood@nasa.gov](mailto:tina.norwood@nasa.gov)

B. The representatives for the Host University, The University System of Maryland, are:

*Technical Representative(s)*  
Matthew Fitzpatrick  
Professor  
Appalachian Laboratory  
University of Maryland Center for  
Environmental Science  
301 Braddock Road  
Frostburg, MD 21532  
Phone: (301) 689-7131  
[mfitzpatrick@umces.edu](mailto:mfitzpatrick@umces.edu)

Katie Klein  
Laboratory Manager  
Appalachian Laboratory  
University of Maryland Center for  
Environmental Science  
301 Braddock Road  
Frostburg, MD 21532  
Phone: (301) 689-7122  
[kkline@umces.edu](mailto:kkline@umces.edu)

Rhonda Schwinabart  
Coordinator of External Affairs  
Appalachian Laboratory (Host)  
University of Maryland Center for  
Environmental Science  
301 Braddock Road  
Frostburg, MD 21532  
Phone: (301) 689-7102  
Fax: (301) 689-7200  
[rschwinabart@umces.edu](mailto:rschwinabart@umces.edu)

*Administrative Representative(s)*  
Ginger Steelman  
Assistant Director  
Office of Research Administration  
and Advancement  
University of Maryland Center for  
Environmental Science  
PO Box 775  
Cambridge, MD 21613  
Phone: (410) 221-2014  
[gsteelman@umces.edu](mailto:gsteelman@umces.edu)

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

1. University of Maryland, Baltimore  
County  
*Technical Representative(s)*  
Christopher Swan  
Professor  
Department of Geography and  
Environmental Systems  
216 Interdisciplinary Life Sciences  
Building

University of Maryland, Baltimore  
County  
1000 Hilltop Circle  
Baltimore, MD 21250  
Phone: (410) 455-3957  
[Chris.Swan@umbc.edu](mailto:Chris.Swan@umbc.edu)

*Administrative Representative(s)*  
Rebecca O'Brien, MPP  
Grants and Contracts Manager  
Office of Sponsored Programs

University of Maryland, Baltimore  
County  
1000 Hilltop Circle  
Baltimore, MD 21250  
Phone: (410) 455-3928  
[obrienr@umbc.edu](mailto:obrienr@umbc.edu)  
[ospa@umbc.edu](mailto:ospa@umbc.edu)

Phone: (410) 651-8447  
[mkcrawford@umes.edu](mailto:mkcrawford@umes.edu)

*Administrative Representative(s)*

Joseph Pitula  
Director of Research  
Office of Sponsored Research and  
Programs  
University of Maryland Eastern  
Shore  
Engineering and Aviation Sciences  
Complex, Suite 3046  
Princess Anne, MD 21853  
Phone: (410) 621-2980  
[jspitula@umes.edu](mailto:jspitula@umes.edu)

2. University of Maryland, College  
Park

*Technical Representative(s)*

Lance T. Yonkos  
Associate Professor  
Department of Environmental  
Science and Technology  
1431 Animal Sciences  
Agriculture Engineering Building  
University of Maryland  
8127 Regents Drive  
College Park, MD 20742-2315  
Phone: (301) 405-7871  
[lyonkos@umd.edu](mailto:lyonkos@umd.edu)

*Administrative Representative(s)*

Wendy Montgomery  
Director, Office of Research  
Administration  
3126 Lee Building  
University of Maryland  
7809 Regents Drive  
College Park, MD 20742-5141  
Phone: (301) 405-6279  
[wmont@umd.edu](mailto:wmont@umd.edu)

3. University of Maryland Eastern  
Shore

*Technical Representative(s)*

Maurice Crawford  
Associate Professor  
Department of Natural Science  
2101 Carver Hall  
University of Maryland Eastern  
Shore  
Princess Anne, MD 21853

4. Bowie State University

*Technical Representative(s)*

Gina Lewis  
Associate Professor, Art  
Program Coordinator, Studio Art  
Department of Fine and Performing  
Arts  
Bowie State University  
14000 Jericho Park Road  
Bowie, MD 20715  
Phone: (301) 860-3715  
Mobile: (301) 445-4462  
Fax: (301) 860-3767  
[glewis@bowiestate.edu](mailto:glewis@bowiestate.edu)

*Administrative Representative(s)*

Anika Bissahoyo  
Director, Office of Sponsored  
Projects and Research  
Bowie State University  
14000 Jericho Park Road  
Bowie, MD 20715  
Phone: (301) 860-4399  
[abissahoyo@bowiestate.edu](mailto:abissahoyo@bowiestate.edu)

5. Frostburg State University

*Technical Representative(s)*

Thomas Serfass

Professor, Biology Department  
Compton Science Center 210  
Frostburg State University  
101 Braddock Road  
Frostburg, MD 21532-2303  
Phone: (301) 687-4171  
Fax: (301) 687-3034  
[tserfass@frostburg.edu](mailto:tserfass@frostburg.edu)

*Administrative Representative(s)*

Sara Wilhelm  
Director, Office of Sponsored  
Programs  
Frostburg State University  
101 Braddock Road  
Frostburg, MD 21532  
Phone: (301) 687-7054  
[slwilhelm@frostburg.edu](mailto:slwilhelm@frostburg.edu)

6. Towson University

*Technical Representative(s)*

Richard Seigel  
Professor, Department of Biological  
Sciences  
Towson University  
8000 York Road  
Towson, MD 21252  
Phone: (410) 704-3123  
Fax: (410) 704-2405  
[rseigel@towson.edu](mailto:rseigel@towson.edu)

*Administrative Representative(s):*

Nancy Dufau  
Assistant Vice President  
Office of Sponsored Programs and  
Research  
Towson University  
Administrative Building, 2nd Floor  
8000 York Road  
Towson, MD 21252  
Phone: (410) 704-5822  
[ndufau@towson.edu](mailto:ndufau@towson.edu)

7. American University

*Technical Representative(s)*

Kim Blankenship  
Professor, Department of Sociology  
Associate Dean of Research  
College of Arts and Sciences  
G-15 Watkins Building  
American University  
4400 Massachusetts Avenue NW  
Washington, DC 20016  
Phone: (202) 885-6211  
[blankens@american.edu](mailto:blankens@american.edu)

*Administrative Representative(s)*

Vibeke Svensson  
Director, Office of Sponsored  
Programs  
American University  
4801 Massachusetts Ave NW,  
Room 309  
Washington, DC 20016  
Phone: (202) 885-3980  
[svensson@american.edu](mailto:svensson@american.edu)

8. Anne Arundel Community College

*Technical Representative(s)*

Tammy Domanski  
Director, Environmental Center  
Anne Arundel Community College  
101 College Parkway  
Arnold, MD 21012  
Phone: (410) 777-2274  
[tldomanski@aacc.edu](mailto:tldomanski@aacc.edu)

*Administrative Representative(s)*

Susan Gallagher  
Director, Office of Sponsored  
Programs  
Anne Arundel Community College  
101 College Parkway  
Arnold, MD 21012  
Phone: (410) 777-2124  
[sgallagher5@aacc.edu](mailto:sgallagher5@aacc.edu)

9. Binghamton University

*Technical Representative(s)*

Carl Lipo  
Professor, Department of  
Anthropology  
Associate Dean for Research and  
Programs  
Harpur College of Arts and Sciences  
Binghamton University  
PO Box 6000  
Binghamton, NY 13902-6000  
Phone: (607) 777-4306  
[clipo@binghamton.edu](mailto:clipo@binghamton.edu)

*Administrative Representative(s):*

Tanja deMauro  
Director, Office of Sponsored  
Programs  
Binghamton University  
PO Box 6000  
Binghamton, NY 13902-6000  
Phone: (607) 777-6136  
[tdemauro@binghamton.edu](mailto:tdemauro@binghamton.edu)

10. Bryn Mawr College

*Technical Representative(s)*

Thomas Mozdzer  
Associate Professor of Biology  
Bryn Mawr College  
101 N Merion Avenue  
Bryn Mawr, PA 19010  
Phone: (610) 526-5098  
Fax: (610) 526-5086  
[tmozdzer@brynmawr.edu](mailto:tmozdzer@brynmawr.edu)

*Administrative Representative(s):*

Sarah Robertson  
Director of Sponsored Research  
Bryn Mawr College  
101 N Merion Avenue  
Bryn Mawr, PA 19010  
Phone: (610) 526-5496  
[serobertso@brynmawr.edu](mailto:serobertso@brynmawr.edu)

11. Christopher Newport University

*Technical Representative(s)*

Nicole R. Guajardo  
Dean, College of Natural and  
Behavioral Sciences  
Christopher Newport University  
1 Avenue of the Arts  
Forbes Hall 3035  
Newport News, VA 23606  
Phone: (757) 594-8214  
[nguajard@cnu.edu](mailto:nguajard@cnu.edu)

*Administrative Representative(s)*

Anne Pascucci  
Director, Office of Sponsored  
Programs  
Christopher Newport University  
Forbes Hall 2040  
Newport News, VA 23606  
Phone: (757) 594-7266  
[anne.pascucci@cnu.edu](mailto:anne.pascucci@cnu.edu)

12. College of William and Mary

*Technical Representative(s)*

Randolph Chambers  
Director, Keck Environmental Field  
Laboratory  
College of William and Mary  
PO Box 8795  
Williamsburg, VA 23187-8795  
Phone: (757) 221-2311  
[rmcham@wm.edu](mailto:rmcham@wm.edu)

*Administrative Representative(s)*

Katherine Davis Small  
Director, Office of Sponsored  
Programs  
College of William and Mary  
PO Box 8795  
Williamsburg, VA 23187-8795  
Phone: (757) 221-3965  
[khdavi@wm.edu](mailto:khdavi@wm.edu)

13. Delaware State University

*Technical Representative(s)*

Cherese Winstead-Casson  
Interim Dean, College of Agriculture  
and Related Sciences  
Delaware State University  
1200 N DuPont Highway, Annex  
Bldg  
Dover, DE 19901  
Phone: (302) 857-6400  
[cwinstead@desu.edu](mailto:cwinstead@desu.edu)

*Administrative Representative(s)*

Renee Jones  
Director, Office of Sponsored  
Programs  
Delaware State University  
1200 N DuPont Highway  
Dover, DE 19901  
Phone: (302) 857-6819  
[rjones@desu.edu](mailto:rjones@desu.edu)

14. Gallaudet University

*Technical Representative(s)*

Caroline Solomon  
Professor and Chair  
Department of Science, Technology,  
and Mathematics  
Gallaudet University  
800 Florida Ave NE  
Washington, DC 20002  
Phone: (202) 250-2370  
[caroline.solomon@gallaudet.edu](mailto:caroline.solomon@gallaudet.edu)

*Administrative Representative(s):*

Audrey Foster  
Director, Office of Sponsored  
Programs  
Gallaudet University  
800 Florida Ave NE  
Washington, DC 20002  
Phone: (202) 651-5497  
[audrey.foster@gallaudet.edu](mailto:audrey.foster@gallaudet.edu)

15. Garrett College [withdrawn]

~~*Technical Representative(s)*~~

~~Kevin Dodge  
Professor of Wildlife and Biology  
Director, Natural Resources and  
Wildlife Technology Program  
Garrett College  
687 Mosser Road  
McHenry, MD 21541  
Phone: (301) 387-3328  
[kevin.dodge@garrettcollege.edu](mailto:kevin.dodge@garrettcollege.edu)~~

~~*Administrative Representative(s)*~~

~~Dallas Ouellette  
Dean of Business and Finance  
Garrett College  
687 Mosser Road  
McHenry, MD 21541  
Phone: (301) 387-3097  
[dallas.ouellette@garrettcollege.edu](mailto:dallas.ouellette@garrettcollege.edu)~~

16. George Mason University

*Technical Representative(s)*

Paul Houser  
Professor of Global Hydrology  
Geography and Geoinformation  
Science  
George Mason University  
4400 University Drive  
Fairfax, VA 22030-4444  
Phone: (301) 613-3782  
[phouser@gmu.edu](mailto:phouser@gmu.edu)

*Administrative Representative(s)*

Eileen Gallagher, JD  
Director, Contracts  
Office of Sponsored Programs  
George Mason University  
4400 University Drive, MS 4C6  
Fairfax, VA 22030  
Phone: (703) 993-2292  
[egallagh@gmu.edu](mailto:egallagh@gmu.edu)

17. George Washington University

*Technical Representative(s)*

Evangeline Downie

Associate Dean of Research and  
Strategic Initiatives  
Columbian College of Arts and  
Sciences  
212 Phillips Hall  
George Washington University  
801 22nd Street NW  
Washington, DC 20052  
Phone: (202) 994-3083  
[edownie@gwu.edu](mailto:edownie@gwu.edu)

*Administrative Representative(s)*

Sylvia Ezekilova  
Executive Director, Sponsored  
Projects  
The George Washington University  
Office of the Vice President for  
Research  
1922 F Street NW - 4th Floor  
Washington, DC 20052-0042  
Phone: (202) 994-0728  
[osr@gwu.edu](mailto:osr@gwu.edu)

18. Hood College

*Technical Representative(s)*

Drew Ferrier  
Professor, Department of Biology  
Director, Center for Coastal and  
Watershed Studies  
Hood College  
401 Rosemont Avenue  
Frederick, MD 21701  
Phone: (301) 696-3660  
[dferrier@hood.edu](mailto:dferrier@hood.edu)

*Administrative Representative(s):*

Jaime Cacciola  
Director of Grants and Sponsored  
Programs  
Hood College  
401 Rosemont Avenue  
Frederick, MD 21701  
Phone: (301) 696-3828  
[cacciola@hood.edu](mailto:cacciola@hood.edu)

19. Howard University

*Technical Representative(s)*

George Middendorf, III  
Professor, Department of Biology  
Howard University  
415 College Street NW  
Washington, DC 20059  
Phone: (202) 806-7289  
[gmiddendorf@howard.edu](mailto:gmiddendorf@howard.edu)

Linda Jones  
Assistant Dean for Administration  
and Finance  
Howard Graduate School  
415 College Street NW  
Washington, DC 20059  
Phone: (202) 806-4676  
[lgjones@howard.edu](mailto:lgjones@howard.edu)

*Administrative Representative(s)*

Dana Hector, CRA  
Executive Director  
Research Administration  
Howard University  
2201 Georgia Avenue NW  
Washington, DC 20059  
Phone: (202) 806-4759  
Fax: (202) 483-8042  
[dhector@howard.edu](mailto:dhector@howard.edu)

20. Indiana University

*Technical Representative(s)*

Stephen Wolter  
Executive Director, Eppley Institute  
for Parks and Public Lands  
Indiana University  
501 N Morton Street, Suite 101  
Bloomington, IN 47404  
Phone: (812) 855-7083  
[sawolter@indiana.edu](mailto:sawolter@indiana.edu)

*Administrative Representative(s):*

Steven Martin  
Associate Vice President

Office of Research Administration  
Indiana University  
509 E 3rd Street  
Bloomington, IN 47401-3654  
Phone: (812) 855-3963  
[stemarti@iu.edu](mailto:stemarti@iu.edu)  
[iuaward@iu.edu](mailto:iuaward@iu.edu)

21. Indiana University of Pennsylvania

*Technical Representative(s)*

Steve Hovan  
Interim Dean, College of Natural  
Science and Mathematics  
Indiana University of Pennsylvania  
975 Oakland Avenue  
Indiana, PA 15705  
Phone: (724) 357-2609  
[hovan@iup.edu](mailto:hovan@iup.edu)

*Administrative Representative(s)*

Hilliary Creely  
Interim Dean, School of Graduate  
Studies and Research  
Stright Hall, Room 129  
Indiana University of Pennsylvania  
210 South Tenth Street  
Indiana, PA 15705-1081  
Phone: (724) 357-1409  
[hcreely@iup.edu](mailto:hcreely@iup.edu)

22. James Madison University

*Technical Representative(s)*

Christie-Joy Brodrick Hartman  
Professor, ISAT  
Executive Director, Institute for  
Stewardship of the Natural World  
Engineering/Geosciences 2137,  
MSC 1106  
James Madison University  
800 South Main Street  
Harrisonburg, VA 22807  
Phone: (540) 568-3202  
[brodrick@jmu.edu](mailto:brodrick@jmu.edu)

Robert Brent  
Professor, ISAT  
ISAT/CS Building 327, MSC 4102  
James Madison University  
701 Carrier Drive,  
Harrisonburg, VA 22807  
Phone: (540) 568-2728  
[brentrn@jmu.edu](mailto:brentrn@jmu.edu)

Christine May  
Associate Professor  
Department of Biology  
Bioscience Bldg 1028D, MSC 7801  
James Madison University  
951 Carrier Drive  
Harrisonburg, VA 22807  
Phone: (540) 568-5030  
[maycl@jmu.edu](mailto:maycl@jmu.edu)

*Administrative Representative(s)*

Tamara Hatch  
Director, Office of Sponsored  
Programs  
James Madison University  
Foundation Hall, MSC 5728  
1031 Harrison Street  
Harrisonburg, VA 22807  
Phone: (540) 568-2350  
[hatchtt@jmu.edu](mailto:hatchtt@jmu.edu)

23. Johns Hopkins University

*Technical Representative(s)*

Jennifer Kingsley  
Faculty Director and Senior Lecturer  
Program in Museums and Society  
Johns Hopkins University  
3400 North Charles Street, 301  
Gilman Hall  
Baltimore, MD 21218  
Phone: (410) 516-3188  
Phone: (410) 516-7502  
[jkingsley@jhu.edu](mailto:jkingsley@jhu.edu)

*Administrative Representative(s):*

Mary Louise Healy



Assistant Dean for Research  
Administration  
Johns Hopkins University  
3400 North Charles Street, Wyman  
N600  
Baltimore, MD 21218  
Phone: (410) 516-8617  
Phone: (410) 516-4100  
[mhealy11@jhu.edu](mailto:mhealy11@jhu.edu)

Brian Bates  
Professor of Anthropology and  
Archaeology  
Executive Director, Institute of  
Archaeology  
Longwood University  
201 High Street  
Farmville, VA 23909  
Phone: (434) 395-2875  
[batesbd@longwood.edu](mailto:batesbd@longwood.edu)

24. Lock Haven University

*Technical Representative(s)*

Daniel Spooner  
Department of Biological Sciences  
ECSC 204  
Lock Haven University  
401 N Fairview Street  
Lock Haven, PA 17745  
Phone: (570) 484-2596  
[des1053@lockhaven.edu](mailto:des1053@lockhaven.edu)

Jonathan Lindzey  
Associate Provost and  
Dean, College of Natural, Behavioral,  
and Health Sciences  
ECAM J108  
Lock Haven University  
401 N Fairview Street  
Lock Haven, PA 17745  
Phone: (570) 484-2204  
[jlindzey@lockhaven.edu](mailto:jlindzey@lockhaven.edu)

*Administrative Representative(s)*

Deana Hill  
Chief Administration and Finance  
Officer  
ECAM J204  
Lock Haven University  
401 N Fairview Street  
Lock Haven, PA 17745  
Phone: (570) 484-2014  
[dhill@lockhaven.edu](mailto:dhill@lockhaven.edu)

25. Longwood University

*Technical Representative(s)*

*Administrative Representative(s)*

Alix Dowling Fink  
Associate Provost for Research and  
Academic Initiatives  
Professor of Biology  
Longwood University  
201 High Street  
Farmville, VA 23909  
Phone: (434) 395-2576  
Phone: (434) 395-2785 Lab  
[finkad@longwood.edu](mailto:finkad@longwood.edu)

26. Mansfield University

*Technical Representative(s)*

Jennifer Demchak  
Chair, Department of Geosciences  
Belknap 205B  
Mansfield University  
31 South Academy Street  
Mansfield, PA 16933  
Phone: (570) 662-4613  
Fax: (570) 662-4126  
[jdemchak@mansfield.edu](mailto:jdemchak@mansfield.edu)

*Administrative Representative(s):*

Phillip Swank  
Director, Office of Grants and  
Sponsored Programs  
521 North Hall  
Mansfield University  
31 South Academy Street  
Mansfield, PA 16933  
Phone: (570) 662-4809  
[pswank@mansfield.edu](mailto:pswank@mansfield.edu)

27. Maryland Institute College of Art

*Technical Representative(s)*

Kiscia Cannon  
Director, Office of Research  
Maryland Institute College of Art  
81 W Mosher Street  
Baltimore, MD 21201  
Phone: (410) 225-4110  
[kcannon01@mica.edu](mailto:kcannon01@mica.edu)

28. Monmouth University

*Technical Representative(s)*

Keith Dunton  
Assistant Professor  
Department of Biology  
Monmouth University  
400 Cedar Avenue  
West Long Branch, NJ 07764  
Phone: (732) 571-4432  
[kdunton@monmouth.edu](mailto:kdunton@monmouth.edu)

Thomas Herrington  
Associate Director  
Urban Coast Institute  
Monmouth University  
400 Cedar Avenue  
West Long Branch, NJ 07764  
Phone: (732) 263-5588  
[therring@monmouth.edu](mailto:therring@monmouth.edu)

*Administrative Representative(s)*

Monique Burger  
Interim Director, Office of Grants  
and Contracts  
Monmouth University  
400 Cedar Avenue  
West Long Branch, NJ 07764  
Phone: (732) 571-4491  
[mburger@monmouth.edu](mailto:mburger@monmouth.edu)

29. Morgan State University

*Technical Representative(s)*

Scott Knoche  
Director, PEARL  
Morgan State University  
10545 Mackall Road  
St. Leonard, MD 20685  
Phone: (443) 885-5931  
[scott.knoche@morgan.edu](mailto:scott.knoche@morgan.edu)

*Administrative Representative(s)*

Timothy Akers  
Assistant Vice President for  
Research Innovation and  
Advocacy  
1700 East Cold Spring Lane  
Baltimore, MD 21251  
Phone: (443) 885-3798  
[timothy.akers@morgan.edu](mailto:timothy.akers@morgan.edu)

30. Ohio University

*Technical Representative(s)*

Elissa Welch  
Project Manager  
Voinovich School of Leadership and  
Public Service  
Building 21, The Ridges  
1 Ohio University  
Athens, OH 45701-2979  
Phone: (740) 537-0112  
[welche@ohio.edu](mailto:welche@ohio.edu)

*Administrative Representative(s)*

Marta Gomez  
Research Support Manager  
104A RTEC  
1 Ohio University  
Athens, OH 45701  
740-597-6777  
[gomezm@ohio.edu](mailto:gomezm@ohio.edu)

31. Old Dominion University

*Technical Representative(s)*

Thomas Allen  
Professor, Political Science and  
Geography

713 Batten Arts and Letters  
Old Dominion University  
Norfolk, VA 23529  
Phone: (757) 683-6059  
[tallen@odu.edu](mailto:tallen@odu.edu)

*Administrative Representative(s):*

Richard Brammer  
Manager, Sponsored Programs  
Old Dominion University Research  
Foundation  
4111 Monarch Way Suite 201  
Norfolk, VA 23529  
Phone: (757) 683-7224  
[rbrammer@odu.edu](mailto:rbrammer@odu.edu)

32. The Pennsylvania State University

*Technical Representative(s)*

Lara Fowler  
Assistant Director for Outreach and  
Engagement  
Institutes of Energy and the  
Environment  
Land and Water Research Building  
The Pennsylvania State University  
University Park, PA 16802  
Phone: (814) 863-0291  
[lbf10@psu.edu](mailto:lbf10@psu.edu)

Gwendolyn Bryson  
Managing Director  
Institutes of Energy and the  
Environment  
Land and Water Research Building  
The Pennsylvania State University  
University Park, PA 16802  
Phone: (814) 863-0292  
[gqb5236@psu.edu](mailto:gqb5236@psu.edu)

*Administrative Representative(s)*

Tim Stodart  
Associate Director, Office of  
Sponsored Programs  
110 Technology Center Building  
The Pennsylvania State University

University Park, PA 16802  
Phone: (814) 865-1027  
[tms21@psu.edu](mailto:tms21@psu.edu)

33. St. Mary's College of Maryland

*Technical Representative(s)*

Sabine Dillingham  
Director of Research and  
Sponsored Programs  
St. Mary's College of Maryland  
47645 College Drive  
St. Mary's City, MD 20686  
Phone: (240) 895-4192  
[sldillingham@smcm.edu](mailto:sldillingham@smcm.edu)

*Administrative Representative(s)*

Paul A. Pusecker III  
Vice President for Business and  
CFO  
St. Mary's College of Maryland  
47645 College Drive  
St. Mary's City, MD 20686  
Phone: (240) 895-4413  
[papusecker@smcm.edu](mailto:papusecker@smcm.edu)

34. Shepherd University

*Technical Representative(s)*

Robert Warburton  
Professor of Biochemistry  
Dean, College of Science,  
Technology, Engineering, and  
Mathematics  
Shepherd University  
301 N King Street  
Shepherdstown, WV 25434  
Phone: (304) 876-5227  
[rwarburt@shepherd.edu](mailto:rwarburt@shepherd.edu)

*Administrative Representative(s)*

Madge Morningstar  
Director, Office of Sponsored  
Programs  
Shepherd University  
301 N King Street

Shepherdstown, WV 25434  
Phone: (304) 876-5358  
[mmorning@shepherd.edu](mailto:mmorning@shepherd.edu)

Phone: (202) 633-7111  
Mobile: (202) 285-9432  
Fax: (202) 312-2823  
[OtijiK@si.edu](mailto:OtijiK@si.edu)

35. Shippensburg University

*Technical Representative(s)*

Claire Jantz  
Professor, Department of  
Geography and Earth Science  
Shippensburg University  
1871 Old Main Drive  
Shippensburg, PA 17257  
Phone: (717) 477-1399  
[cajant@ship.edu](mailto:cajant@ship.edu)

*Administrative Representative(s)*

Christopher Wonders  
Director, Institute for Public Service  
and Sponsored Programs  
Shippensburg University  
1871 Old Main Drive  
Shippensburg, PA 17257  
Phone: (717) 477-1251  
[cawonders@ship.edu](mailto:cawonders@ship.edu)

36. Smithsonian Institution

*Technical Representative(s)*

Scott Miller  
Chief Scientist  
Office of the Under Secretary for  
Science and Research  
Smithsonian Institution  
PO Box 37012, MRC 040  
Washington, DC 20013-7012  
Phone: (202) 633-5132  
[MillerS@si.edu](mailto:MillerS@si.edu)

*Administrative Representative(s)*

Karen Otiji  
Acting Director, Office of Sponsored  
Projects  
Smithsonian Institution  
PO Box 37012, MRC 1205  
Washington, DC 20013-7012

37. Temple University

*Technical Representative(s)*

Michele Masucci  
Vice President for Research  
Temple University  
1801 N Broad Street  
Conwell Hall, 4th Floor, Suite 401  
Philadelphia, PA 19122  
Phone: (215) 204-6875  
[masucci@temple.edu](mailto:masucci@temple.edu)

*Administrative Representative(s):*

Allison Shah  
Associate Vice President for  
Research Administration  
Temple University  
1801 N Broad Street  
Conwell Hall, 4th Floor, Suite 401  
Philadelphia, PA 19122  
Phone: (215) 206-2088  
[allison.shah@temple.edu](mailto:allison.shah@temple.edu)

38. University of Delaware

*Technical Representative(s)*

Greg Shriver  
Professor of Wildlife Ecology  
Department of Entomology and  
Wildlife Ecology  
257 Townsend Hall  
University of Delaware  
531 S. College Avenue  
Newark, DE 19716  
Phone: (302) 831-1300  
[gshriver@udel.edu](mailto:gshriver@udel.edu)

*Administrative Representative(s)*

James Lewis  
Contract and Grants Specialist

Research Administration and  
Sponsored Programs  
University of Delaware  
210 Hullahen Hall  
Newark, DE 19716  
Phone: (302) 831-0446  
Fax: (302) 831-2828  
[jalewis@udel.edu](mailto:jalewis@udel.edu)

39. University of the District of Columbia

*Technical Representative(s)*

Harris Trobman  
Project Specialist for Green  
Infrastructure  
Center for Sustainable Development  
and Resilience  
College of Agriculture, Urban  
Sustainability and Environmental  
Sciences (CAUSES)  
University of the District of Columbia  
4250 Connecticut Avenue NW,  
Office 5115  
Washington, DC 20008  
Phone: (202) 274-6682  
Mobile: (202) 365-4295  
[harris.trobman@udc.edu](mailto:harris.trobman@udc.edu)

*Administrative Representative(s)*

Laura Lee Davidson  
Director, Office of Sponsored  
Programs | Compliance  
University of the District of Columbia  
4250 Connecticut Avenue NW,  
Floor 2  
Washington, DC 20008  
Phone: (202) 274-6260  
Mobile: (202) 875-9443  
[lauralee.davidson@udc.edu](mailto:lauralee.davidson@udc.edu)

40. University of Mary Washington

*Technical Representative(s)*

Michael Spencer  
Chair, Department of Historic  
Preservation

Combs Hall #132  
University of Mary Washington  
1301 College Avenue  
Fredericksburg, VA 22401-5300  
Phone: (540) 654-1311  
[mspen1bi@umw.edu](mailto:mspen1bi@umw.edu)

*Administrative Representative(s)*

Julie Smith  
Associate Vice President for  
Finance  
Eagle Village, Suite 480  
University of Mary Washington  
1301 College Avenue  
Fredericksburg, VA 22401-5300  
Phone: (540) 654-1614  
[jsmith23@umw.edu](mailto:jsmith23@umw.edu)

41. University of Pennsylvania

*Technical Representative(s)*

Randall Mason  
Professor, Graduate Program in  
Historic Preservation  
Department of City and Regional  
Planning  
Weitzman School of Design  
115 Meyerson Hall  
University of Pennsylvania  
210 South 34th Street  
Philadelphia, PA 19104-6311  
Phone: (215) 898-3169  
[rfmason@design.upenn.edu](mailto:rfmason@design.upenn.edu)

*Administrative Representative(s)*

Elizabeth Peloso  
Associate Vice President and  
Associate Vice Provost  
Office of Research Services  
5th Floor, Franklin Building  
University of Pennsylvania  
3451 Walnut Street  
Philadelphia, PA 19104-6205  
Phone: (215) 746-0234  
[epeloso@upenn.edu](mailto:epeloso@upenn.edu)

42. University of Richmond

*Technical Representative(s)*

Todd Lookingbill  
Associate Professor and Chair  
Department of Geography and the  
Environment  
311 Carole Weinstein International  
Center  
211 Richmond Way  
University of Richmond, VA 23173  
Phone: (804) 289-8265  
[tlooking@richmond.edu](mailto:tlooking@richmond.edu)

*Administrative Representative(s)*

Brenda Thomas  
Director of Grant Support  
Office of Foundation, Corporate,  
and Government Relations  
118 UR Drive  
University of Richmond, VA 23173  
Phone: (804) 289-8005  
[bthomas2@richmond.edu](mailto:bthomas2@richmond.edu)

43. The Rector and Visitors of the  
University of Virginia

*Technical Representative(s)*

Todd Scanlon  
Professor, Department of  
Environmental Sciences  
Clark Hall 376A  
University of Virginia  
291 McCormick Road  
Charlottesville, VA 22904  
Phone: (434) 924-3382  
[tms2v@virginia.edu](mailto:tms2v@virginia.edu)

*Administrative Representative(s)*

Stewart Craig  
Executive Director, Office of  
Sponsored Programs  
University of Virginia  
1001 N Emmet Street  
Charlottesville, VA 22903  
Phone: (434) 924-4270

[ospnoa@virginia.edu](mailto:ospnoa@virginia.edu)

44. Virginia Commonwealth University

*Technical Representative(s)*

Gregory Garman  
Director, VCU Rice Rivers Center  
Virginia Commonwealth University  
1000 West Cary Street  
Richmond, VA 23284  
Phone: (804) 828-1574  
[ggarman@vcu.edu](mailto:ggarman@vcu.edu)

*Administrative Representative(s)*

Nick Fetzer  
Director of Sponsored Programs,  
VCU Life Sciences  
Trani Center for Life Sciences  
Virginia Commonwealth University  
1000 West Cary Street, Suite 111  
Richmond, VA 23284-2030  
Phone: (804) 827-0336  
[nbfetzer@vcu.edu](mailto:nbfetzer@vcu.edu)

45. Virginia Institute of Marine Science

*Technical Representative(s)*

Mark Luckenbach  
Associate Dean for Research and  
Advisory Services  
Virginia Institute of Marine Science  
1375 Greate Road  
Gloucester Point, VA 23062-2026  
Phone: (804) 684-7108  
[luck@vims.edu](mailto:luck@vims.edu)

*Administrative Representative(s)*

Connie Motley  
Director, Office of Sponsored  
Programs  
Virginia Institute of Marine Science  
1375 Greate Road  
Gloucester Point, VA 23062-2026  
Phone: (804) 684-7027  
[motley@vims.edu](mailto:motley@vims.edu)

46. Virginia Polytechnic Institute and State University

*Technical Representative(s)*

Joel Snodgrass  
Professor and Head  
Department of Fish and Wildlife Conservation  
100 Cheatham Hall  
Virginia Tech  
310 West Campus Drive  
Blacksburg, VA 24061  
Phone: (540) 231-2215  
[joels@vt.edu](mailto:joels@vt.edu)

Paul Kelsch  
Associate Professor, Department of Landscape Architecture  
School of Architecture and Design  
Virginia Tech Washington-Alexandria Architecture Center  
1001 Prince Street  
Alexandria, VA 22314  
Phone: (703) 566-6701  
[pkelsch@vt.edu](mailto:pkelsch@vt.edu)

*Administrative Representative(s)*

Rachel Meadows  
Contracts Specialist Team Lead  
Office of Sponsored Programs  
North End Center, Suite 4200  
Virginia Tech  
300 Turner Street NW  
Blacksburg, VA 24061  
Phone: (540) 231-3570  
[ospcontracts@vt.edu](mailto:ospcontracts@vt.edu)

47. West Virginia University

*Technical Representative(s)*

Paul J. Kinder  
Director, Natural Resource Analysis Center  
West Virginia University  
P.O. Box 6108  
Morgantown, WV 26506-6108

Phone: (304) 612-0836  
Fax: (304) 293-3740  
[Paul.Kinder@mail.wvu.edu](mailto:Paul.Kinder@mail.wvu.edu)

*Administrative Representative(s):*

Cathy Tarabrella  
Sponsored Programs Administrator  
Office of Sponsored Programs  
West Virginia University  
886 Chestnut Ridge Road  
PO Box 6845  
Morgantown, WV 26506-6845  
Phone: (304) 293-7219  
Fax: (304) 293-7435  
[cathy.tarabrella@mail.wvu.edu](mailto:cathy.tarabrella@mail.wvu.edu)

48. DC Department of Energy and Environment

*Technical Representative(s)*

Matthew Robinson  
Environmental Protection Specialist  
Partnering and Environmental Conservation Branch  
Watershed Protection Division  
DC Department of Energy and Environment  
1200 First Street NE, 5th Floor  
Washington, DC 20002  
Phone: (202) 442-3204  
[matthew.robinson@dc.gov](mailto:matthew.robinson@dc.gov)

49. Virginia Department of Conservation and Recreation

*Technical Representative(s)*

Anne Chazal  
Chief Biologist  
VA DCR-DNH  
600 East Main Street, 16th floor  
Richmond, VA 23219  
Phone: (804) 786-9014  
[anne.chazal@dcr.virginia.gov](mailto:anne.chazal@dcr.virginia.gov)

50. The Academy of Natural Sciences

*Technical Representative(s)*

David Velinsky  
Vice President for Academy  
Science  
The Academy of Natural Sciences  
1900 Benjamin Franklin Pkwy  
Philadelphia, PA 19103  
Phone: (215) 299-1147  
[djv23@drexel.edu](mailto:djv23@drexel.edu)

*Administrative Representative(s)*

Lisa Miller  
Vice President for Finance, CFO,  
and COO  
The Academy of Natural Sciences  
1900 Benjamin Franklin Pkwy  
Philadelphia, PA 19103  
Phone: (215) 299-1000  
[Imm457@drexel.edu](mailto:Imm457@drexel.edu)

51. American Bird Conservancy

*Technical Representative(s)*

David Wiedenfeld  
Senior Conservation Scientist  
American Bird Conservancy  
PO Box 249  
4249 Loudoun Ave  
The Plains, VA 20198-2237  
Phone: (540) 253-5780  
[dwiedenfeld@abcbirds.org](mailto:dwiedenfeld@abcbirds.org)

*Administrative Representative(s)*

Lindsey Lash  
Grants and Finance Coordinator  
American Bird Conservancy  
PO Box 249  
The Plains, VA 20198  
Phone: (540) 253-5780  
[LLash@abcbirds.org](mailto:LLash@abcbirds.org)

52. American Indian Higher Education  
Consortium

*Technical Representative(s)*

John Phillips

AIHEC Land Grant Programs  
Director  
American Indian Higher Education  
Consortium  
121 Oronoco Street  
Alexandria, VA 22314  
Phone: (703) 838-0400  
[jphillips@aihec.org](mailto:jphillips@aihec.org)

*Administrative Representative(s)*

Al Kuslikis  
Senior Associate for Strategic  
Initiatives  
American Indian Higher Education  
Consortium  
121 Oronoco Street  
Alexandria, VA 22314  
Phone: (703) 838-0400 x121  
[akuslikis@aihec.org](mailto:akuslikis@aihec.org)

53. Association for the Study of African  
American Life and History

*Technical Representative(s)*

Evelyn Brooks Higginbotham  
ASALH President  
Chair, Department of History  
Robinson Hall 202  
Harvard University  
Cambridge, MA 02138  
Phone: (617) 495-2504  
[ebhiggin@fas.harvard.edu](mailto:ebhiggin@fas.harvard.edu)

*Administrative Representative(s):*

Sylvia Cyrus  
Executive Director, ASALH  
301 Rhode Island Avenue NW, Suite  
2204  
Washington, DC 20001  
Phone: (202) 238-5910  
[scyrus@asalh.org](mailto:scyrus@asalh.org)

54. Association of African American  
Museums

*Technical Representative(s)*



LaNesha DeBardelaben  
Executive Director  
Northwest African American  
Museum  
2300 South Massachusetts Street  
Seattle, WA 98144  
Phone: (206) 518-6000  
[LNDebar@naamnw.org](mailto:LNDebar@naamnw.org)

*Administrative Representative(s)*

Vedet Coleman-Robinson  
Executive Director  
Association of African American  
Museums  
PO Box 23698  
Washington, DC 20026  
Phone: (202) 633-2869  
[ED@blackmuseums.org](mailto:ED@blackmuseums.org)

55. Conservation Science Global, Inc.

*Technical Representative(s)*

Adam Duerr  
Director of Research  
Conservation Science Global, Inc.  
700 Washington Street, Suite 2085  
Cape May, NJ 08204  
Phone: (757) 903-5461  
[adam.duerr@consciglobal.org](mailto:adam.duerr@consciglobal.org)

*Administrative Representative(s)*

Tricia Miller  
Executive Director  
Conservation Science Global, Inc.  
700 Washington Street, Suite 2085  
Cape May, NJ 08204  
Phone: (724) 216-3770  
[trish.miller@consciglobal.org](mailto:trish.miller@consciglobal.org)

56. Ecological Society of America

*Technical Representative(s)*

Adrienne Sponberg  
Director of Society Programs  
Ecological Society of America  
1990 M Street NW, Suite 700

Washington, DC 20036  
Phone: (202) 833-8773 x 221  
[adrienne@esa.org](mailto:adrienne@esa.org)

*Administrative Representative(s)*

Elizabeth Biggs  
Chief Financial Officer  
Ecological Society of America  
1990 M Street NW, Suite 700  
Washington, DC 20036  
Phone: (202) 833-8773 x 203  
Fax: (202) 833-8775  
[liz@esa.org](mailto:liz@esa.org)

57. Live It, Learn It

*Technical Representative(s)*

Michelle Edwards  
Executive Director  
Live It, Learn It  
735 8th Street SE, #300  
Washington, DC 20003  
Phone: (202) 546-6223  
[edwards@liveitlearnit.org](mailto:edwards@liveitlearnit.org)

*Administrative Representative(s)*

Lauren Peters  
Senior Director of Programs  
Live It, Learn It  
735 8th Street SE, #300  
Washington, DC 20003  
Phone: (202) 546-6223  
[development@liveitlearnit.org](mailto:development@liveitlearnit.org)

58. National Aquarium

*Technical Representative(s)*

Laura Bankey  
VP of Conservation Programs  
National Aquarium  
Pier 3, 501 East Pratt Street  
Baltimore, MD 21202  
Phone: (410) 659-4207  
[lbانkey@aqua.org](mailto:lbانkey@aqua.org)

*Administrative Representative(s)*

Charmaine Dahlenburg  
Director of Field Conservation  
National Aquarium  
Pier 3, 501 East Pratt Street  
Baltimore, MD 21202  
Phone: (410) 659-4274  
[cdahlenburg@aqua.org](mailto:cdahlenburg@aqua.org)

59. NatureServe

*Technical Representative(s)*

Don Faber-Langendoen  
Senior Ecologist and Conservation  
Methods Coordinator  
NatureServe  
2550 South Clark Street, Suite 930  
Arlington, VA 22202  
Phone: (703) 908-1816  
[don\\_faber-  
langendoen@natureserve.org](mailto:don_faber-langendoen@natureserve.org)

*Administrative Representative(s):*

Steve Sellers  
Chief Operating Officer  
NatureServe  
2550 South Clark Street, Suite 930  
Arlington, VA 22202  
Phone: (703) 908-1851  
[steve.sellers@natureserve.org](mailto:steve.sellers@natureserve.org)

60. Park Rx America

*Technical Representative(s)*

Robert Zarr, MD MPH  
Founder and Medical Director  
Park Rx America  
1102 Monroe Street NW  
Washington, DC 20010  
Phone: (202) 550-1740

[doczarr@parkrxamerica.org](mailto:doczarr@parkrxamerica.org)

61. Stroud Water Research Center

*Technical Representative(s)*

Scott Ensign  
Assistant Director/Vice President  
Stroud Water Research Center  
970 Spencer Road  
Avondale, PA 19311  
Phone: (610) 268-2153 x 223  
[ensign@stroudcenter.org](mailto:ensign@stroudcenter.org)

*Administrative Representative(s)*

Elizabeth Kerlin  
Grant and Contract Administrator  
Administration and Finance  
Department  
Stroud Water Research Center  
970 Spencer Road  
Avondale, PA 19311  
Phone: (610) 910-0051  
[bkerlin@stroudcenter.org](mailto:bkerlin@stroudcenter.org)

62. Western Pennsylvania Conservancy

*Technical Representative(s)*

Ephraim Zimmerman  
Ecologist/Natural Heritage Science  
Director  
Pennsylvania Natural Heritage  
Program  
Western Pennsylvania Conservancy  
800 Waterfront Drive  
Pittsburgh, PA 15222  
Phone: (412) 586-2319  
Mobile: (412) 716-8698  
[ezimmerman@paconserve.org](mailto:ezimmerman@paconserve.org)

## ARTICLE V. AWARD

- A. Upon signature of all parties to this Agreement, the CESU Network National Office shall administer support funding to the Chesapeake Watershed CESU Host University in furtherance of the Agreement, to be authorized and executed by a

modification to the Agreement. The amount of funding shall be determined in accordance with CESU Council annual Host University support guidelines.

- B. Payments will be made by the Federal Agencies for work in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically, 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. 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. paragraphs C.1., C.2., and C.3. (below). Refer to agency-specific policy and guidance for additional information regarding approval and implementation under 2 CFR 200, as appropriate (e.g., DOI-AAAP-0007 [Department of the Interior]; FAM-2015-02 [Department of Commerce]).
  - 1. The USFS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 U.S.C. § 3103(18) and 7 U.S.C. § 3319. Indirect costs may be used to satisfy USFS cost sharing requirements of at least a minimum of 20% of total project costs. It is recommended that cost-sharing is greater than 20% in accordance with the Forest Service Handbook FSH1509.11, Chapter 70.
  - 2. For NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 704 of Pub. L. 116-260.
  - 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 to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification.
- 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 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD

3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works).

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

- A. Reports in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and 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 the 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 the Agreement.
- D. Annual work plans will be developed to guide the specific activities of the Chesapeake Watershed CESU and will:
  - 1. Describe the Chesapeake Watershed CESU’s 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 CESU during the year.

Copies of the annual work plan will be available to all parties to the Agreement.

- 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 the Agreement.

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

Property utilization and disposition is in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C.

§ 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 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and 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 ninety (90) 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 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religion, or sex in providing of facilities and services 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 U.S.C. § 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 U.S.C. § 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 (1), (2), and (3) 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 U.S.C. §§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 U.S.C. § 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 Government wide 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), and 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 Government wide 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), and 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 U.S.C. § 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”* 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. Includes:
    - i 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).
    - ii 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 U.S.C. § 7102).

8. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” the following actions by Federal employees are banned: a) any and all text messaging by while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

9. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658

a) *Definitions.* As used in this clause—

“*United States*” means the 50 states and the District of Columbia.

“*Worker*”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

i Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

ii Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,

iii Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training

program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage Rate.*

- (1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
- (2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
- (3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
  - (ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.
  - (iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

- (4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
  - (5) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.
  - (6) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
  - (7) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
  - (8) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
  - (9) The Recipient shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- i Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;
  - ii Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and
  - iii Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to—

- i Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
- ii Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
  - (a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).
  - (b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).
  - (c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).
- d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- e) *Payroll Records.*
  - (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
    - i Name, address, and social security number;
    - ii The worker's occupation(s) or classification(s);

- iii The rate or rates of wages paid;
- iv The number of daily and weekly hours worked by each worker;
- v Any deductions made; and
- vi Total wages paid.

- (2) The Recipient shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.
- (3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.
- h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning Recipient compliance, the procedures for resolving disputes concerning a Recipient's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to

compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

- j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

#### 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, as appropriate:

- [SF-424 – Application for Financial Assistance](#)
- [SF-424A – Budget for Non-Construction](#)
- [SF-424B – Assurances for Non-Construction](#)

Standard Forms are available on the CESU Network website ([www.cesu.org](http://www.cesu.org)).

## **ARTICLE XII. ATTACHMENTS/LINKS**

The following documents are attached for use per agency requirements, as appropriate:

- [Request for Advance or Reimbursement, SF-270](#)
- [Federal Financial Report, SF-425](#)
- [Example \(NPS\) CESU Award Modification Template](#)

Attachment documents are available on the CESU Network website ([www.cesu.org](http://www.cesu.org)).



## ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

### U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Indian Affairs
- B. Bureau of Land Management
- C. Bureau of Ocean Energy Management
- D. U.S. Fish and Wildlife Service
- E. U.S. Geological Survey
- F. National Park Service

### 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

### U.S. DEPARTMENT OF DEFENSE

- J. Office of the Assistant Secretary of Defense for Sustainment
- K. U.S. Army Corps of Engineers–Civil Works

### L. National Aeronautics and Space Administration

### M. THE UNIVERSITY SYSTEM OF MARYLAND (HOST)

- M1. University of Maryland Center for Environmental Science
- N. University of Maryland, Baltimore County
- O. University of Maryland, College Park
- P. University of Maryland Eastern Shore
- Q. Bowie State University
- R. Frostburg State University
- S. Towson University

### T. American University

### U. Anne Arundel Community College

### V. Binghamton University

### W. Bryn Mawr College

### X. Christopher Newport University

### Y. College of William and Mary

### Z. Delaware State University

### AA. Gallaudet University

### ~~BB. Garrett College [withdrawn]~~

### CC. George Mason University

### DD. George Washington University


### EE. Hood College

FF. Howard University  
 GG. Indiana University  
 HH. Indiana University of Pennsylvania  
 II. James Madison University  
 JJ. Johns Hopkins University  
 KK. Lock Haven University  
 LL. Longwood University  
 MM. Mansfield University  
 NN. Maryland Institute College of Art  
 OO. Monmouth University  
 PP. Morgan State University  
 QQ. Ohio University  
 RR. Old Dominion University  
 SS. The Pennsylvania State University  
 TT. St. Mary's College of Maryland  
 UU. Shepherd University  
 VV. Shippensburg University  
 WW. Smithsonian Institution  
 XX. Temple University  
 YY. University of Delaware  
 ZZ. University of the District of Columbia  
 AAA. University of Mary Washington  
 BBB. University of Pennsylvania  
 CCC. University of Richmond  
 DDD. The Rector and Visitors of the University of Virginia  
 EEE. Virginia Commonwealth University  
 FFF. Virginia Institute of Marine Science  
 GGG. Virginia Polytechnic Institute and State University  
 HHH. West Virginia University  
 III. DC Department of Energy and Environment  
 JJJ. Virginia Department of Conservation and Recreation  
 KKK. The Academy of Natural Sciences  
 LLL. American Bird Conservancy  
 MMM. American Indian Higher Education Consortium  
 NNN. Association for the Study of African American Life and History  
 OOO. Association of African American Museums  
 PPP. Conservation Science Global, Inc.  
 QQQ. Ecological Society of America  
 RRR. Live It, Learn It  
 SSS. National Aquarium  
 TTT. NatureServe  
 UUU. Park Rx America  
 VVV. Stroud Water Research Center  
 WWW. Western Pennsylvania Conservancy

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

A. Bureau of Indian Affairs

Darryl  
LaCounte

 Digitally signed by Darryl  
LaCounte  
Date: 2021.10.19 08:37:53  
-04'00'


---

Darryl LaCounte  
Director, Bureau of Indian Affairs  
U.S. Department of the Interior

---

Date

JO METCALFE

 Digitally signed by JO METCALFE  
Date: 2022.05.18 07:48:42 -04'00'

---

Brian Schoellkopf  
Grants Management Specialist

---

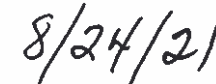
Date

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

**B. Bureau of Land Management**



Mitchell Leverette  
Director  
BLM Eastern States



Date

**MELANIE BECKSTEAD**

Digitally signed by MELANIE

BECKSTEAD

Date: 2021.08.10 10:32:07 -06'00'


Melanie Beckstead  
Bureau Grant Policy Analyst  
BLM Eastern States

Date

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

C. Bureau of Ocean Energy Management

**RODNEY  
CLUCK**

 Digitally signed by  
RODNEY CLUCK  
Date: 2021.07.30 08:44:18  
-04'00'

---

Rodney Cluck  
Chief, Division of Environmental Sciences

---

Date

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

D. U.S. Fish and Wildlife Service

**GENEVIEVE PULLIS** Digitally signed by GENEVIEVE PULLIS  
Date: 2021.08.23 10:48:15 -04'00'

---

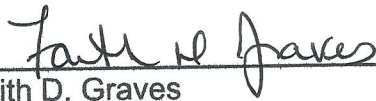
Genevieve Pullis LaRouche  
Field Office Supervisor  
Chesapeake Bay Field Office


---

Date

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

E. U.S. Geological Survey


  
\_\_\_\_\_  
Faith D. Graves  
Contracting Officer

  
\_\_\_\_\_  
Date

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

F. National Park Service

**KIMBERLY  
HALL**

 Digitally signed by KIMBERLY  
HALL  
Date: 2021.08.03 15:29:22  
-04'00'

---

Kym Hall  
Regional Director  
Region 1 - National Capital Area

---

Date

**LAQUITA PALMER**

 Digitally signed by LAQUITA  
PALMER  
Date: 2021.08.03 16:14:14 -04'00'

---

LaQuita Palmer  
Grants Management Specialist  
Region 1 - National Capital Area

---

Date



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

G. U.S. Forest Service

**JERRY  
ELIAN**

Digitally signed by  
JERRY ELIAN  
Date: 2021.08.05  
16:20:09 -05'00'

---

Cynthia West  
Station Director  
Northern Research Station

---

Date

The authority and format of this instrument has been reviewed and approved for signature.

**JERRY ELIAN** Digitally signed by JERRY  
ELIAN  
Date: 2021.08.05 16:19:30  
-05'00'

---

Jerry Elian  
Grants Management Specialist  
Northern Research Station


---

Date

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

H. Natural Resources Conservation Service

**DENISE COLEMAN**

 Digitally signed by DENISE COLEMAN  
Date: 2021.08.02 15:29:54 -04'00'

---

Denise Coleman  
Acting Associate Chief for Conservation

---

Date

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

I. National Oceanic and Atmospheric Administration

**Cisco Werner** Digitally signed by Cisco  
Werner  
Date: 2021.08.12 16:51:33  
-04'00'

---

Cisco Werner  
Director of Scientific Programs and Chief Science Advisor  
National Oceanic and Atmospheric Administration CESU Lead

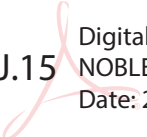
---

Date

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

J. Office of the Assistant Secretary of Defense for Sustainment

GALLI-  
NOBLE.ELIZABETH.J.1553297547  
53297547



Digitally signed by GALLI-  
NOBLE.ELIZABETH.J.1553297547  
Date: 2021.07.30 14:05:47 -04'00'

---

Elizabeth Galli-Noble  
Senior Natural Resources Program  
Manager, DoD Natural Resources  
Program

---

Date

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

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

**WHITTEN.CHELSEA.M.** Digitally signed by  
**1139493768** WHITTEN.CHELSEA.M.1139493768  
Date: 2021.08.12 12:44:09 -05'00'

---

Chelsea Whitten  
Lead Contract Specialist  
ERDC Contracting Office

---

Date

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

L. National Aeronautics and Space Administration

*Denise Thaller*

---

Denise R. Thaller  
Director  
Environmental Management Division (EMD)

10/28/2021

---

Date

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

M. THE UNIVERSITY SYSTEM OF MARYLAND (HOST)



---

Ellen Herbst  
Vice Chancellor for  
Administration and Finance

08/05/2021

---

Date

M1. University of Maryland Center for Environmental Science



---

Ginger Steelman  
Associate Director  
Office of Research Administration and Advancement

8/5/2021

---

Date

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

N. University of Maryland, Baltimore County

Rebecca  
O'Brien

Digitally signed by  
Rebecca O'Brien  
Date: 2021.08.09  
13:17:29 -04'00'

---

Rebecca O'Brien, CRA  
Grants and Contracts Manager, Office of Sponsored  
Programs

8/9/21

---


Date



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

O. University of Maryland, College Park

Stephanie  
Swann

 Digitally signed by Stephanie Swann  
DN: cn=Stephanie Swann, o=University of  
Maryland, ou=VPR-Office of Research  
Administration, email=sbrack@umd.edu, c=US  
Date: 2021.08.12 13:51:27 -04'00'  
Adobe Acrobat version: 2021.001.20142

8/12/2021

---

Stephanie Swann  
Contract Manager  
Office of Research Administration

---

Date

*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, and for the University of Maryland, College Park, an appropriation of funds by the Maryland General Assembly.*

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

P. University of Maryland Eastern Shore



---

Joseph S. Pitula  
Director of Research  
Office of Sponsored Research and Programs

08 / 23 / 2021

---

Date

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

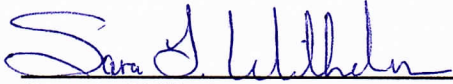
Q. Bowie State University

*Anika Bissahoyo*  
\_\_\_\_\_  
Anika C. Bissahoyo  
Assistant Vice President for Research  
Director, Research and Sponsored Programs

8/4/2021  
\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. Frostburg State University



Sara L. Wilhelm  
Director, Office of Sponsored Programs

8/2/2021  
Date

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

S. Towson University



Melanie Perreault  
Provost and Executive Vice President for  
Academic and Student Affairs



Date

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

T. American University



---

Diana L. Burley  
Vice Provost for Research

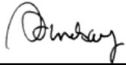
8/5/2021

---

Date

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

U. Anne Arundel Community College



---

Dr. Dawn Lindsay  
President

Aug 2, 2021

---

Date

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

V. Binghamton University

*Mary Beth Curtin*

\_\_\_\_\_  
Mary Beth Curtin  
Associate Vice President for Research

*8/4/21*

\_\_\_\_\_  
Date



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

W. Bryn Mawr College

  
\_\_\_\_\_  
Timothy Harte  
Provost

Aug. 4, 2021  
Date

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

X. Christopher Newport University



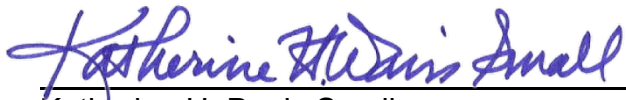
\_\_\_\_\_  
David C. Doughty, Jr.  
Provost

8/3/21

\_\_\_\_\_  
Date

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

Y. College of William and Mary



---

Katherine H. Davis Small  
Director, Sponsored Programs

August 4, 2021  
Date

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

Z. Delaware State University

DocuSigned by:  
*Melissa A Harrington*  
68027E341189433...  
\_\_\_\_\_  
Dr. Tony Allen      Dr. Melissa Harrington  
President              AVP for Research & OSP

8/3/2021  
\_\_\_\_\_  
Date

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

AA. Gallaudet University



---

Roberta J. Cordano  
President

Aug 6, 2021

Date

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

~~BB. Garrett College [withdrawn]~~

[This partner is currently inactive pending submission of signature page per Article III. A.]

---

Richard Midcap  
President

---

Date

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

CC. George Mason University

**Mike  
Laskofski**

Digitally signed by Mike  
Laskofski  
Date: 2021.07.30  
12:25:41 -04'00'

---

Michael Laskofski  
Associate Vice President, Research Services

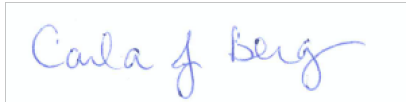
July 30, 2021

---

Date

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

DD. George Washington University



---

Carla Berg  
Interim Vice Provost for Research

7.30.2021

---

Date



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

EE. Hood College



\_\_\_\_\_  
Andrea E. Chapdelaine  
President

August 2, 2021

Date

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

FF. Howard University



---

Dana C. Hector  
Executive Director, Research Administrative Services

08/06/2021

---

Date

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

GG. Indiana University

*Katie Morris*

---

Katie Morris  
Director of Research Contracting

08/03/2021

---

Date

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

HH. Indiana University of Pennsylvania

*Lara Luetkehans*

---

Lara Luetkehans  
Interim Provost and Vice President for Academic Affairs

08/10/21

---

Date

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

II. James Madison University

  
\_\_\_\_\_  
Tamara T. Hatch  
Director, Office of Sponsored Programs

08/04/2021  
\_\_\_\_\_  
Date

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

JJ. Johns Hopkins University

**Jessica George**  
Digitally signed by Jessica George  
DN: cn=Jessica George, o=Johns Hopkins  
University, ou=Johns Hopkins University Research  
Administration, email=jgeorg38@jhu.edu, c=US  
Date: 2021.08.02 12:55:30 -04'00'

---

Jessica George  
Sr. Contracts Associate

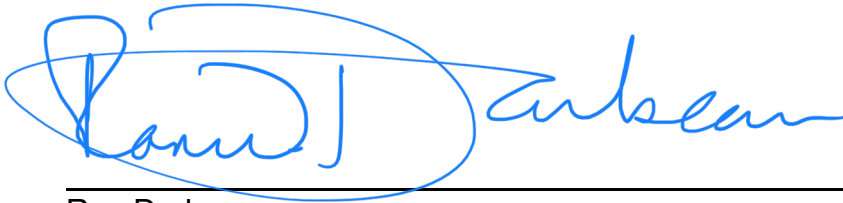
8/2/21

---

Date

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

KK. Lock Haven University

A handwritten signature in blue ink, appearing to read "Ron Darbeau", is written over a horizontal line. The signature is stylized and cursive.

Ron Darbeau  
Provost and Vice President of Academic Affairs

A handwritten date "8/4/21" in blue ink is written over a horizontal line.

Date

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

LL. Longwood University

*Louise Waller*

---

Louise Waller  
Vice President for Administration and Finance

8/2/2021

---

Date



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

MM. Mansfield University

**Dr. John M. Ulrich** Digitally signed by Dr. John M. Ulrich  
Date: 2021.08.04 15:40:30 -04'00'

---

John M. Ulrich  
Provost and Vice President for Academic Affairs

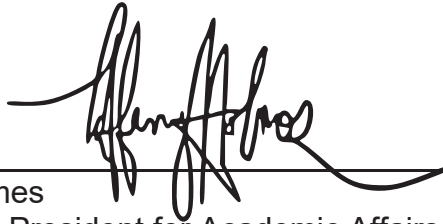
8-4-2021

---

Date

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

NN. Maryland Institute College of Art

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

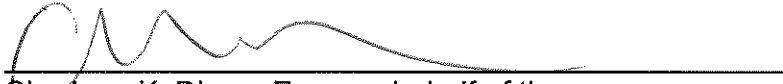
Tiffany Holmes  
Interim Vice President for Academic Affairs and Provost

**10.27.21**

Date

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

OO. Monmouth University



Charlene K. Diana, Esq., on behalf of the  
Interim Provost and Senior Vice President for Academic Affairs

8/3/2021

Date

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

PP. Morgan State University

*Farin Kamangar*

---

Farin Kamangar  
Interim Assistant Vice President for Research Administration

8/16/2021

---

Date

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

QQ. Ohio University

**P. Maureen Valentine** Digitally signed by P. Maureen  
Valentine  
Date: 2021.08.05 16:35:19 -04'00'

---

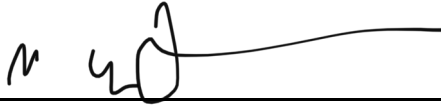
P. Maureen Valentine  
Assistant Vice President for Research and Sponsored Programs

\_\_\_\_\_

Date

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

RR. Old Dominion University

  
\_\_\_\_\_  
Morris Foster  
Vice President for Research

7/30/21  
Date

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

SS. The Pennsylvania State University

*Michele M Spangler*

Michele M Spangler (Sep 24, 2021 08:45 EDT)

---

Michele M. Spangler, Assistant Treasurer

24-Sep-2021

---

September 24, 2021

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

TT. St. Mary's College of Maryland



---

Paul A. Pusecker III  
Vice President for Business and Chief Operating Officer

07.30.2021

---

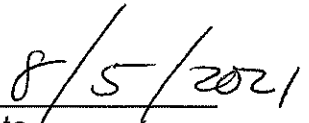
Date



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

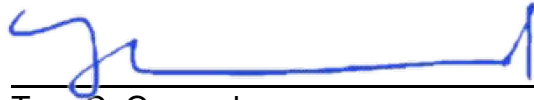
UU. Shepherd University

  
\_\_\_\_\_  
Madge Morningstar  
Director, Office of Sponsored Programs

  
\_\_\_\_\_  
Date

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

VV. Shippensburg University



---

Tom C. Ormond  
Provost and Vice President for Academic Affairs

8/2/2021

---

Date

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

WW. Smithsonian Institution

Karen Elliott  
Otiji, CRA

Digitally signed by Karen Elliott Otiji, CRA  
DN: C=US, OU=Office of Sponsored Projects,  
O=Smithsonian Institution, CN=Karen Elliott Otiji,  
CRA\*, E=otjjk@si.edu  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2021.08.02 15:41:54-04'00'  
Foxit PDF Editor Version: 11.0.0

---

Karen Otiji

---

Date

Acting Director, Office of Sponsored Projects

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

XX. Temple University



---

Jaison G. Kurichi  
Associate Vice President, Budget and Finance

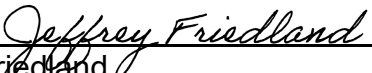
---

Aug 5, 2021

Date

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

YY. University of Delaware

  
\_\_\_\_\_  
Jeffrey Friedland  
Associate Vice President for Research Administration

08/03/2021  
Date

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

ZZ. University of the District of Columbia



9-22-21

---

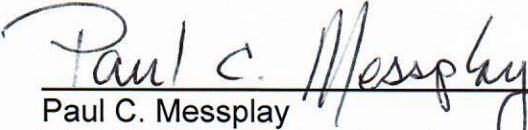
Ronald Mason, Jr.  
President

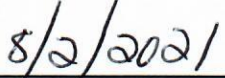
---

Date

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

AAA. University of Mary Washington

  
\_\_\_\_\_  
Paul C. Messplay  
Vice President, Administration and Finance  
and Chief Financial Officer

  
\_\_\_\_\_  
Date

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

BBB. University of Pennsylvania

Elizabeth Duggan Peloso

W. Stuart Watson  
Associate Director, Office of Research Services

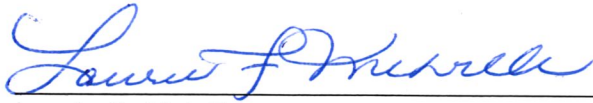
9/14/2021  
Date

Elizabeth D. Peloso  
Associate Vice President & Associate Vice Provost  
Office of Research Services



ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

CCC. University of Richmond



Laurie F. Melville  
Senior Associate Vice President for Finance and Controller

8/4/21

Date

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

DDD. The Rector and Visitors of the University of Virginia

DocuSigned by:  
*Stewart Craig* \_\_\_\_\_  
4BC8778EF6A1413...  
Executive Director, Office of Sponsored Programs

8/3/2021  
\_\_\_\_\_   
Date

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

EEE. Virginia Commonwealth University

DocuSigned by:  
*Tina Cunningham*  
30E7A1F4C8DA44E...

---

Tina Cunningham  
Associate Vice President for Sponsored Programs

8/4/2021


---

Date

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

FFF. Virginia Institute of Marine Science

Connie  
Motley

 Digitally signed by  
Connie Motley  
Date: 2021.08.19  
07:27:41 -04'00'

---

Connie M. Motley  
Director, Office of Sponsored Programs

8/19/2021

Date

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

GGG. Virginia Polytechnic Institute and State University

Trudy M Riley Digitally signed by Trudy M Riley  
Date: 2021.08.05 09:51:37 -04'00'

---

Trudy Riley  
Associate Vice President for Research and  
Innovation, Sponsored Programs

---

Date

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

HHH. West Virginia University



---

Katie Schneller  
Interim Director of OSP, Pre-Award

Aug 2, 2021

---

Date

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

III. DC Department of Energy and Environment

**Tommy  
Wells**

Digitally signed by Tommy Wells  
DN: cn=Tommy Wells, o=DC Dept  
of Energy & Environment,  
ou=Director,  
email=tommy.well@dc.gov, c=US  
Date: 2021.08.05 12:08:47 -04'00'

---


Tommy Wells  
Director

---

Date

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

JJJ. Virginia Department of Conservation and Recreation

 (Per)  
Clyde E. Cristman  
Director, VA DCR

---

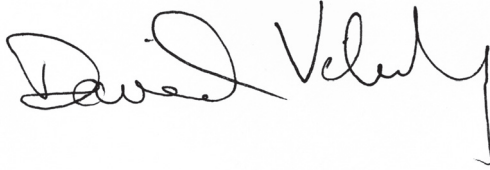
Deputy Director, DCR

5 August 2021  
Date



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

KKK. The Academy of Natural Sciences



Digitally signed by David  
Velinsky  
Date: 2021.08.04 09:48:55  
-04'00'

---

David Velinsky  
Vice President for Academy Science

---

Date

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

LLL. American Bird Conservancy

*Dana Matthews*

8/4/2021

---

Dana Matthews  
Chief Financial Officer / Chief  
Operational Officer

---

Date

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

MMM. American Indian Higher Education Consortium

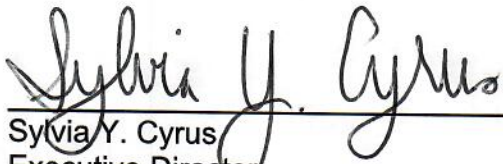
DocuSigned by:  
*Carrie Billy*  
8B1D3DAE601D4EF...  
\_\_\_\_\_  
Carrie Billy  
President and CEO


9/17/2021

\_\_\_\_\_  
Date

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

NNN. Association for the Study of African American Life and History

  
\_\_\_\_\_  
Sylvia Y. Cyrus  
Executive Director

  
\_\_\_\_\_  
Date

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

OOO. Association of African American Museums



---

LaNesha DeBardelaben  
AAAM President

08/05/2021

---

Date

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

PPP. Conservation Science Global, Inc.



---

Tricia A. Miller  
Executive Director

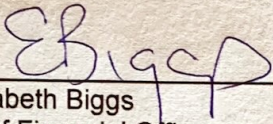
---

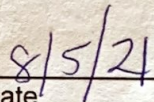
4 August 2021

Date

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

QQQ. Ecological Society of America

  
\_\_\_\_\_  
Elizabeth Biggs  
Chief Financial Officer

  
\_\_\_\_\_  
Date

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

RRR. Live It, Learn It

*Michelle N. Edwards*

August 5, 2021

---

Michelle N. Edwards, Ed.D.  
Executive Director

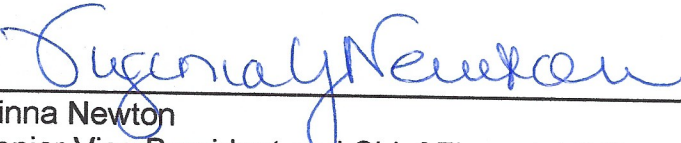
---


Date



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

SSS. National Aquarium

  
\_\_\_\_\_  
Ginna Newton  
Senior Vice President and Chief Financial Officer

  
\_\_\_\_\_  
Date

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

TTT. NatureServe



---

Sean T. O'Brien  
President and CEO

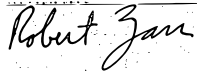
07/30/2021

---

Date

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

UUU. Park Rx America



---

John Henderson  
Executive Director

---

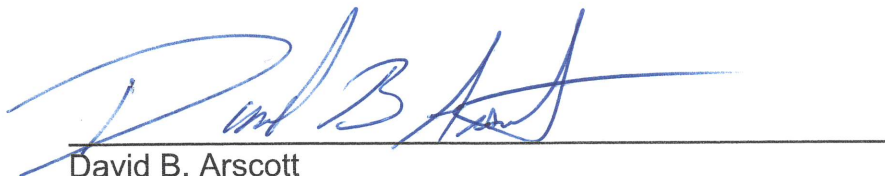
Robert Zarr, MD, MPH  
Founder and Medical Director

---

8-5-21  
Date

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

VV. Stroud Water Research Center



David B. Arscott  
President and Executive Director

7/30/21  
Date

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

WWW. Western Pennsylvania Conservancy



Digitally signed by Elizabeth Cuthbert  
DN: cn=Elizabeth Cuthbert, o=Western  
Pennsylvania Conservancy, ou,  
email=ecuthbert@paconserve.org, c=US  
Date: 2021.08.23 14:33:40 -04'00'

8/23/2021

---

Elizabeth Cuthbert  
Vice President, Administration and Finance and  
Chief Financial Officer

---

Date



---

8/24/21

Cynthia Carrow  
Vice President, Government & Community Relations



USDA FS Agreement No.

21-JV-11242308-086**MASTER AGREEMENT****CHESAPEAKE WATERSHED  
Cooperative Ecosystem Studies Unit (CESU) Network  
Host: University System of Maryland****USDA, FOREST SERVICE – NORTHERN RESEARCH STATION  
Joint Venture (JV) Research Agreement Provisions ATTACHMENT**

This JOINT VENTURE AGREEMENT is hereby made and entered into by and between the Chesapeake Watershed CESU (Cooperative Ecosystems Studies Unit), having the University System of Maryland as the “Host University”, hereinafter referred to as “CESU/Cooperator,” and the USDA, Forest Service Northern Research Station, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the National Agricultural Research, Extension and Teaching Policy Act of 1977 {7 U.S.C. 3318(b), Pub. L. 95-113}, as amended by the Food Security Act of 1985 (Title XIV, Pub. L. 99-198).

- CFDA # 10.707 Research Joint Venture & Cost Reimbursable Agreements.

Title: **Chesapeake Watershed CESU – USDA Forest Service Master**

- I. PURPOSE:** The purpose of this Master Agreement is to establish the framework of cooperation between parties of the Chesapeake Watershed CESU to develop and apply natural resource science in support of conservation and management in the Chesapeake Basin. Objectives include:
- Provide research, technical assistance and education to federal land management, environmental, and research agencies and their potential partners;
  - 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
  - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.

When conducting a Task Agreement with the USDA Forest Service the following Master Chesapeake Watershed CESU Joint Venture Agreement provisions are incorporated into the Task Agreements where the USDA Forest Service, Northern Research Station is a party.



## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

(See individual Task Agreements, however the U.S. Forest Service and the Cooperator must share Mutual Benefits and Mutual Interests in any future Task Agreement.)

In consideration of the above premises, the parties agree as follows:

## III. THE COOPERATOR SHALL:

- A. LEGAL AUTHORITY: The Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. ENVIRONMENTAL STANDARDS. The Cooperator shall comply with environmental standards pursuant to the notification of violating facilities in E.O. 11738.
- C. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- D. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The Cooperator may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-Government employees with unescorted access to U.S. Forest Service facilities and computer systems shall have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training and sign all applicable U.S. Forest Service statements of responsibilities.
- E. PROGRAM PERFORMANCE REPORTS: The Cooperator shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.



- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Cooperator shall submit ANNUAL, SEMI-ANNUAL, or QUARTERLY performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days for annual and for semi-annual/quarterly reports, 30 days after the reporting period. The final performance report must be submitted either with the Cooperator's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- F. (Additional Cooperator Shall provisions may be added as applicable to individual Task Agreements)

#### IV. THE U.S. FOREST SERVICE SHALL:

(See individual Task Agreements)

- A. Provide administrative assistance, as appropriate, necessary to execute this Agreement and subsequent modifications;
- B. 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;
- C. (Additional U.S. Forest Service Shall provisions may be added as applicable to individual Task Agreements)

#### V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

(See individual Task Agreements)

- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that





it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the Cooperator has expended in violation of sections 433 and 434.

- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator is/are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the Cooperator, at the Cooperator's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. SUB-AWARDS - SCIENCE AND TECHNOLOGY AGREEMENTS WITH FOREIGN GOVERNMENTS: This Agreement is governed by U.S. law. A Party that utilizes foreign governments or foreign government instrumentalities to conduct activities pursuant to this agreement shall conduct such activities consistent with the S&T Agreement [insert S&T agreement Country]. A Party shall notify foreign governments and foreign government instrumentalities that are conducting cooperative activities under this agreement for or on behalf of that Party that cooperative activities must be conducted consistent with S&T agreement [Country].
- F. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.



- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request must be submitted by U.S. Forest Service - Northern Research Station to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service - Northern Research Station will notify the Cooperator when permission is granted.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

- J. ELIGIBLE WORKERS. The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.



- K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- L. STANDARDS FOR FINANCIAL MANAGEMENT.
- 1. Financial Reporting**
- The Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
- 2. Accounting Records**
- The Cooperator shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.
- 3. Internal Control**
- The Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The Cooperator shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. The Cooperator shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.
- 4. Source Documentation**
- The Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents. These documents must be made available to the U.S. Forest Service upon request.
- M. INDIRECT COSTS AND TUITION REMISSION. In accordance with 7 U.S.C. 3319, indirect costs and tuition remission are not reimbursable to a State Cooperative Institution, as defined in 7 U.S.C. 3103 (18), under this agreement. Indirect costs and tuition remission, however, may be used by a State cooperative institution to satisfy matching or cost-sharing requirements.



N. INDIRECT COST RATES- PARTNERSHIP

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the U.S. Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.

O. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. The Cooperator shall apply the standards set forth in this Provision to account for program income earned under the agreement.
2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which the Cooperator did not anticipate at the time of the award must be used to reduce the Federal agency and Cooperator contributions rather than to increase the funds committed to the project.
3. Unless the terms and conditions of the agreement provide otherwise, the Cooperator shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.



4. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.

5. Unless the terms and conditions of the agreement provide otherwise, the Cooperator shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

P. OVERPAYMENT. Any funds paid to the Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the Cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

Q. AGREEMENT CLOSEOUT. The Cooperator shall close out the agreement within 120 days after expiration or notice of termination.

Any unobligated balance of cash advanced to the Cooperator must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the Cooperator.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.



- R. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, “records” includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

The Cooperator shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

- S. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitles B §8106 (2008 Farm Bill).

- T. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- U. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"(See individual Task Agreements)"

The Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperator is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

- V. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Cooperator's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Cooperator must maintain cost and price analysis documentation for potential U.S. Forest Service review. The Cooperator is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- X. GOVERNMENT-FURNISHED PROPERTY. The Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The Cooperator shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property. *Cooperator Liability for Government Property.*



1. Unless otherwise provided for in the agreement, the Cooperator shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
    - a. The risk is covered by insurance or the Cooperator is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
    - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of The Cooperator's managerial personnel. The Cooperator's managerial personnel, in this clause, means the Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Cooperator's business; all or substantially all of the Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
  2. The Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperator shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
  3. The Cooperator shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
  4. Upon the request of the Grants & Agreements Specialist, the Cooperator shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- Y. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- Z. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***





**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

- AA. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Cooperator materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by the Cooperator or more severe enforcement action by the U.S. Forest Service;
  2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the current agreement for The Cooperator's program;
  4. Withhold further awards for the program, or
  5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 417.
- BB. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and the Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
  2. By 30 days written notification by the Cooperator to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.



Upon termination of an agreement, the Cooperator shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the Cooperator for the United States Federal share of the non-cancelable obligations properly incurred by the Cooperator up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

- CC. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- DD. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- EE. INTERNATIONAL TRAVEL. When U.S. Forest Service funds are used, and no Federal, statutory exceptions apply, the Cooperator shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States Government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).
- FF. COPYRIGHTING. The Cooperator is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

1. The copyright in any work developed by the Cooperator under this agreement.
2. Any right of copyright to which the Cooperator purchase(s) ownership with any Federal contributions.



- GG. U.S. FOREST SERVICE CODE OF SCIENTIFIC ETHICS. All persons performing under this agreement shall be aware of and perform according to the U.S. Forest Service Code of Scientific Ethics found at:  
[http://www.fs.fed.us/research/publications/fs\\_code\\_of%20scientific\\_ethics.pdf](http://www.fs.fed.us/research/publications/fs_code_of%20scientific_ethics.pdf)
- HH. USDA GUIDELINES FOR QUALITY OF INFORMATION. This agreement is subject to the “Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies; Republication” and the “USDA Guidelines for Quality of Information” which can be found at <http://www.fs.fed.us/goi/>.
- II. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
  - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
    - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
    - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.



JJ. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least **60** days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

KK. COMMENCEMENT/EXPIRATION DATE.

(See individual Task Agreements)

The authority and format of this agreement have been reviewed and approved for signature.

**JERRY ELIAN** Digitally signed by JERRY ELIAN  
Date: 2021.08.05 16:17:59  
-05'00'

August 05, 2021

Jerry Elian, Grants Management Specialist  
USDA Forest Service, Northern Research Station

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.