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USDA FS # 02-JV-11231300-084  
NRCS # 68-3A75-2-89  
NASA # NCC3-993

**GREAT LAKES-NORTHERN FOREST  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT VENTURE AGREEMENT**

between

**DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
U.S. Geological Survey-Biological Resources Division  
National Park Service**

**DEPARTMENT OF AGRICULTURE  
U.S. Forest Service (North Central Research Station)  
Natural Resources Conservation Service**

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION**

and

**UNIVERSITY OF MINNESOTA (HOST)**

**Fond du Lac Tribal and Community  
College  
Indiana University  
Michigan State University  
Michigan Technological University  
Minnesota State University, Mankato  
Southern University and A&M College  
SUNY-College of Environmental  
Science and Forestry  
University of Iowa  
University of Massachusetts, Amherst  
University of Toledo  
University of Vermont and State  
Agricultural College**

**University of Wisconsin, Madison  
West Virginia University  
American Indian Science and  
Engineering Society  
Great Lakes Commission  
The Great Lakes Forest Alliance  
International Association for Great  
Lakes Research  
Minnesota Department of Natural  
Resources  
Minnesota Forest Resources Council  
National Council for Air and Stream  
Improvement, Inc.  
The Nature Conservancy  
The Science Museum of Minnesota**

## ARTICLE I - BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Geological Survey—Biological Resources Division, National Park Service, U.S. Department of Agriculture Forest Service, Natural Resources Conservation Service, and National Aeronautics and Space Administration (hereinafter called Federal Agencies), and the University of Minnesota and its partner institutions is to establish and maintain the Great Lakes-Northern Forest Cooperative Ecosystem Studies Unit (CESU). The Great Lakes-Northern Forest CESU is associated with a national network of CESUs.
- B. The objectives of the Great Lakes-Northern Forest 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. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. 1701 et seq.). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to establish the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance and education.

- D. The U.S. Geological Survey—Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C. 1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance and education.
- E. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C. 1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance and education.
- F. The U.S. Department of Agriculture Forest Service (hereinafter called USDA FS) 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 USDA FS is authorized to enter into a joint venture agreement to establish the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance, and education.
- G. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 Of P.L. 106-387, 7 U.S.C. 6962a, NRCS is authorized to enter into a cooperative agreement to establish the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance and education.
- H. Among the National Aeronautics and Space Administration's (hereinafter called NASA) missions is 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 Section 203(c) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. 2473(c), NASA is authorized to enter into a cooperative agreement to establish the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance and education.

- I. The University of Minnesota (hereinafter called Host University), a land grant university, founded in the belief that all people are enriched by understanding, is dedicated to the advancement of learning and the search for truth; to the sharing of this knowledge through education for a diverse community; and to the application of this knowledge to benefit the people of the state, the nation, and the world. The University's mission, carried out on multiple campuses throughout the state and beyond is threefold: Research and Discovery, Teaching and Learning, and Outreach and Public Service. In all its activities, the University strives to sustain an open exchange of ideas in an environment that embodies the values of academic freedom, responsibility, integrity, and cooperation; that provides an atmosphere of mutual respect, free from racism, sexism, and other forms of prejudice and intolerance; that assists individuals, institutions, and communities in responding to a continuously changing world; that is conscious of and responsive to the needs of the many communities it is committed to serving; that creates and supports partnerships within the University, with other educational systems and institutions, and with communities to achieve common goals; and that inspires, sets high expectations for, and empowers individuals within its community.
  
- J. The partner institutions to the Host University include Fond du Lac Tribal and Community College, Indiana University, Michigan State University, Michigan Technological University, Minnesota State University, Mankato, Southern University and A&M College, SUNY-College of Environmental Science and Forestry, University of Iowa, University of Massachusetts, Amherst, University of Toledo, University of Vermont and State Agricultural College, University of Wisconsin, Madison, West Virginia University, American Indian Science and Engineering Society, Great Lakes Commission, Great Lakes Forest Alliance, International Association for Great Lakes Research, Minnesota Department of Natural Resources, Minnesota Forest Resources Council, National Council for Air and Stream Improvement, Inc., The Nature Conservancy, and Science Museum of Minnesota.

## **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 Great Lakes-Northern Forest CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;

5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the Great Lakes-Northern Forest CESU Manager's 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 Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, in accordance with the respective policies of the Host University or Partner Institutions, 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. Establish, in consultation with the Federal Agencies and Partner Institutions, the Great Lakes-Northern Forest CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Lakes-Northern Forest CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Great Lakes-Northern Forest CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal Great Lakes-Northern Forest CESU 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 Great Lakes-Northern Forest CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a Great Lakes-Northern Forest CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and

guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Great Lakes-Northern Forest 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 Great Lakes-Northern Forest 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 Great Lakes-Northern Forest CESU.

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

1. Establish and maintain the Great Lakes-Northern Forest CESU closely following the CESU Introduction (June 2001), adapting key elements to local and regional needs, as appropriate;
2. Develop and adopt a Great Lakes-Northern Forest CESU role and mission statement;
3. Develop a multi-year strategic plan;
4. Make modifications, as appropriate, to this agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
  - (a) the proposed work and what is being modified in the agreement;
  - (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 deliverables;
5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

### **ARTICLE III – TERMS OF AGREEMENT**

- A. This agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this agreement shall be determined from the date of the last signature.
- 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 Great Lakes-Northern Forest CESU.

- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.
- D. For the purposes of this agreement, modifications 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 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.

#### **ARTICLE IV - KEY OFFICIALS**

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

- 1. Bureau of Land Management

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- 2. U.S. Geological Survey-Biological Resources Division

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6. National Aeronautics and Space Administration

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C. The technical representatives for the Partner Institutions are:

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**22. The Science Museum of Minnesota**

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<http://www.smm.org/SCWRS>

**ARTICLE V – AWARD**

A. Award under this agreement is as specified in the incorporated proposal and budget (Article XI 1. and 2.).



- B. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, the Federal Agencies will obligate funds as follows:

Bureau of Land Management

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Geological Survey-Biological Resources Division

\$10,000 is awarded to the Host University to carry out this agreement.

National Park Service

\$10,000 is awarded to the Host University to carry out this agreement.

USDA Forest Service

\$10,000 is awarded to the Host University to carry out this agreement.

Natural Resources Conservation Service

\$10,000 is awarded to the Host University to carry out this agreement.

National Aeronautics and Space Administration

\$10,000 is awarded to the Host University to carry out this agreement.

- C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, and specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).
- D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An exception is that the USDA FS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USDA FS cost-sharing requirements of 20% of total project costs. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of P.L. 107-76.

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.

- E. 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. Copies of all modifications to the agreement shall be kept on file with the Host University.

- F. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

#### **ARTICLE VI - PRIOR APPROVAL**

Prior approvals are in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

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

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Great Lakes-Northern Forest CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement for the Great Lakes-Northern Forest CESU will be prepared, adopted and agreed to by all CESU Federal Agencies, the Host University, and Partner Institutions within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.
- D. Annual work plans will be developed to guide the specific activities of the Great Lakes-Northern Forest CESU and will:
1. Describe the Great Lakes-Northern Forest 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 Great Lakes-Northern Forest CESU during the year.
- The first annual work plan (for FY2003) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.
- E. A multi-year strategic plan will be developed to generally guide the Great Lakes-Northern Forest CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

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

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

## **ARTICLE IX - TERMINATION**

Termination of this agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), , 7 CFR Parts 3015-3052 (Department of Agriculture), and 14 CFR Part 1260 (National Aeronautics and Space Administration). Any party to this agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

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

### **A. REQUIRED PROVISIONS:**

1. **NON-DISCRIMINATION:** All activities pursuant to this agreement and the provisions of Executive Order 11246; shall be in compliance with 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 Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 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, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
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, to favor or oppose, by vote or otherwise,

any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

## 6. LIABILITY PROVISION:

### Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, 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 law, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (a),(b), and (c) for non-governmental parties stated below.

### Non-governmental Parties

Work provided by non-governmental entities or persons, will require that entity or person to:

- (a) 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
- (b) 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
- (c) 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.

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.

## **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**

### **A. The following are to be incorporated into this agreement:**

1. Budget for funds awarded in this agreement (including Application for Federal Assistance, SF424)
2. Great Lakes-Northern Forest CESU Proposal
3. DI-2010, Certifications for the Host University regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

## **ARTICLE XII - ATTACHMENTS**

### **A. The following are attached:**

1. ATTACHMENT 1 – Financial Status Report, SF 269A
2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
3. ATTACHMENT 3 – Federal Cash Transactions Report, SF272
4. ATTACHMENT 4 – ACH Payment, SF3881
5. ATTACHMENT 5 – Example Modification Template

## **ARTICLE XIII - AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

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

- A. Bureau of Land Management
- B. U.S. Geological Survey – Biological Resources Division
- C. National Park Service

**U.S. DEPARTMENT OF AGRICULTURE**

**D. U.S. Forest Service**

**E. Natural Resources Conservation Service**

**F. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION**

**G. UNIVERSITY OF MINNESOTA**

**H. Fond du Lac Tribal and Community College**

**I. Indiana University**

**J. Michigan State University**

**K. Michigan Technological University**

**L. Minnesota State University, Mankato**

**M. Southern University and A&M College**

**N. SUNY-College of Environmental Science and Forestry**

**O. University of Iowa**

**P. University of Massachusetts, Amherst**

**Q. University of Toledo**

**R. University of Vermont and State Agricultural College**

**S. University of Wisconsin, Madison**

**T. West Virginia University**

**U. American Indian Science and Engineering Society**

**V. Great Lakes Commission**

**W. Great Lakes Forest Alliance**

**X. International Association for Great Lakes Research**

**Y. Minnesota Department of Natural Resources**

**Z. Minnesota Forest Resources Council**


**AA. National Council for Air and Stream Improvement, Inc.**

**BB. The Nature Conservancy**


**CC. Science Museum of Minnesota**

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

  
\_\_\_\_\_  
Mike Nedd  
State Director, Eastern States

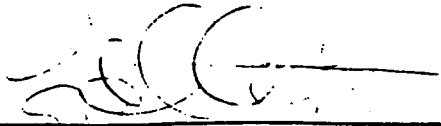
7/23/02  
Date

  
\_\_\_\_\_  
Modestenia Bush  
Assistance Officer

8/2/02  
Date

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

**B. U.S. Geological Survey-Biological Resources Division**



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Patricia L. Masterson  
Contract Officer, NAPB

JUL 3 | 2002

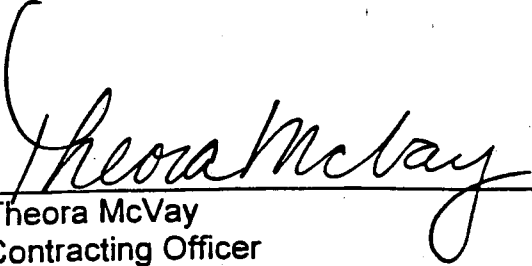
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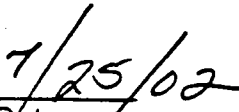
Date



ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

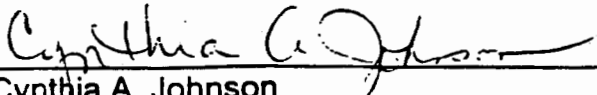
C. National Park Service

  
\_\_\_\_\_  
Theora McVay  
Contracting Officer

  
\_\_\_\_\_  
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

D. USDA Forest Service  
North Central Research Station

  
\_\_\_\_\_  
Cynthia A. Johnson  
Contracting Officer

7/30/03  
Date



United States  
Department of  
Agriculture

Forest  
Service

North Central Research  
Station

1992 Folwell Avenue  
St. Paul, MN 55108

File Code: 1580

Date: July 30, 2002

Dr. Gary Machlis  
National Coordinator, CESU Council  
Main Interior Building  
1849 C Street NW (Room 3127)  
Washington, DC 20240

Re: Great Lakes-Northern Forest CESU Agreement

Dear Mr. Machlis:

Enclosed is the first page containing the USDA Forest Service, North Central Research Station Joint Venture Agreement Number 02-JV-11231300-084 and the signed signature page that indicates acceptance and our partnership participation in the CESU agreement. However, due to budget constraints for national fire suppression, there is a restriction on all acquisitions for the Forest Service and therefore, we are not able to provide any funds at this time. When the funding becomes available, we will be able to obligate the Forest Service cost-share portion by a subsequent modification to the agreement.

Contingent upon our acceptance, the enclosed additional provisions are incorporated into the agreement which are required by Forest Service regulations for all Joint Venture Agreements that we enter into, which has been acknowledged by Jean McKendry.

We are pleased to enter into this cooperative relationship with the CESU. If you have any questions, please contact David Garrison at 651-649-5206.

Sincerely,

CYNTHIA A. JOHNSON  
Contract Specialist

Enclosures

cc:  
D. Shriner



USDA Forest Service, North Central Research Station

Joint Venture Agreement No. 02-JV-11231300-084

Additional Agreement Provisions Incorporated Into CESU Agreement

COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withholding advance payments otherwise due to the cooperator.
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument.

ENVIRONMENTAL STANDARDS. The cooperator will comply with environmental standards pursuant to the notification of violating facilities in E.O. 11738.

PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

COPYRIGHTING . The cooperator is granted sole and exclusive right to copyright, including 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 instrument. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The 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 shall be transferred to any subagreements or subcontracts. This provision includes:

- a. The copyright in any work developed by the Cooperator under this instrument.
- b. Any rights of copyright to which the Cooperator purchases ownership with any Federal contributions.

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

E. Natural Resources Conservation Service

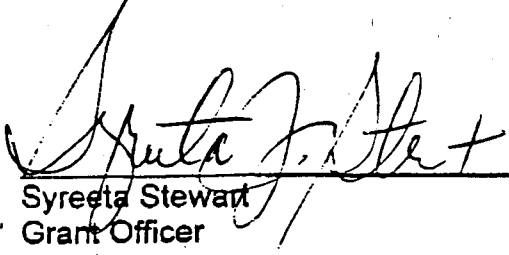


Bruce I. Knight  
Chief

7/29/02  
Date

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

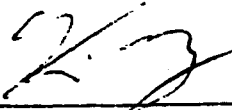
F. National Aeronautics and Space Administration

  
\_\_\_\_\_  
Syreeta Stewart  
Grant Officer

8/1/02  
Date

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

G. University of Minnesota



\_\_\_\_\_  
Kevin McKoskey, Grants Manager

7/15/02  
\_\_\_\_\_  
Date



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

H. Fond du Lac Tribal and Community College



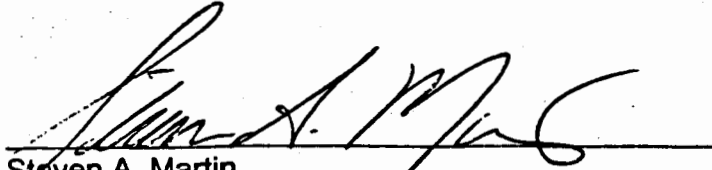
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Tom E. Davis  
Interim President

7/2/02  
Date

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

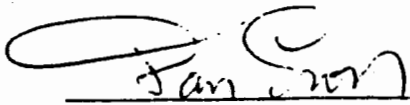
**I. Indiana University**

  
\_\_\_\_\_  
Steven A. Martin  
Assistant Vice President for Research

6/27/02  
Date

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

J. Michigan State University




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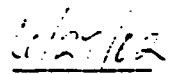
Dan Evon  
Director, Contract and Grant Administration

7/1/2002  
Date

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

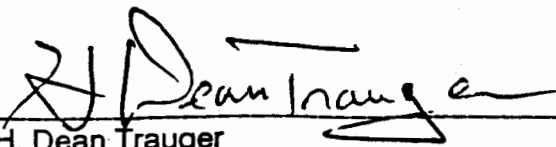
**K. Michigan Technological University**

  
\_\_\_\_\_  
Dave Reed  
Vice President for Research

  
\_\_\_\_\_  
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

L. Minnesota State University, Mankato



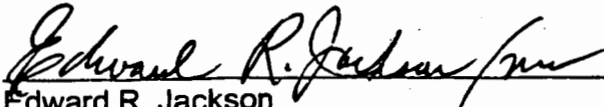
A handwritten signature in black ink, appearing to read "H. Dean Trauger", is written over a horizontal line.

H. Dean Trauger  
Vice President for Finance and Administration

7/2/02  
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

M. Southern University and A&M College

  
\_\_\_\_\_  
Edward R. Jackson  
Chancellor

7-3-02  
Date

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

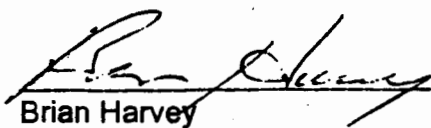
N. SUNY-College of Environmental Science and Forestry

Cornelius B. Murphy  
Cornelius B. Murphy  
President

6/26/02  
Date

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

O. University of Iowa

  
\_\_\_\_\_  
Brian Harvey  
Director, Sponsored Programs

7-2-02  
Date



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

P. University of Massachusetts, Amherst

F.W. Byron Jr.

Frederick W. Byron, Jr.  
Vice Chancellor for Research

6/27/02

Date

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

R. University of Vermont and State Agricultural College

A handwritten signature in cursive script, appearing to read "Ruth Farrell", written over a horizontal line.

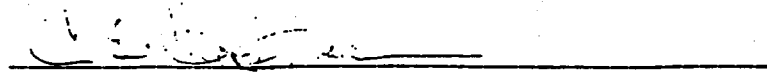
Ruth Farrell  
Director, Office of Sponsored Programs

JUL 01 2002

Date

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

S. University of Wisconsin, Madison



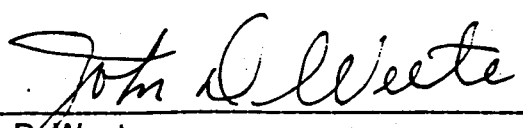
Charles. L. Hoffman  
Administrative Officer  
Research and Sponsored Programs

JUN 26 2002

Date

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

T. West Virginia University

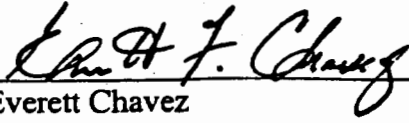


\_\_\_\_\_  
John D. Weete  
Vice President for Research and Economic Development  
Office of Research

7/2/02  
Date

**ARTICLE X111 – AUTHORIZING SIGNATURES (cont.)**

U. American Indian Science and Engineering Society

  
\_\_\_\_\_  
Everett Chavez  
Executive Director

  
\_\_\_\_\_  
Date

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

**V. Great Lakes Commission**



Handwritten signature of Michael J. Donahue in cursive script, written over a horizontal line.

Mike Donahue  
President

7/1/02  
Date

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

**W. Great Lakes Forest Alliance**

*Gerald Thiede*

Gerald Thiede  
Alliance Vice Chair

*6-25-02*

Date

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

**X. International Association for Great Lakes Research**

Patricia Chow-Fraser  
Patricia Chow-Fraser  
President

June 25, 2012  
Date




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

Y. Minnesota Department of Natural Resources



\_\_\_\_\_  
Brad Moore  
Assistant Commissioner

  
Date

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

Z. Minnesota Forest Resources Council



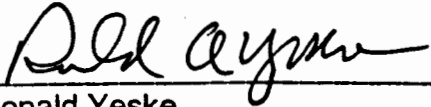
Dave Zumeta  
Executive Director

6/28/02

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

AA. National Council for Air and Stream Improvement, Inc.

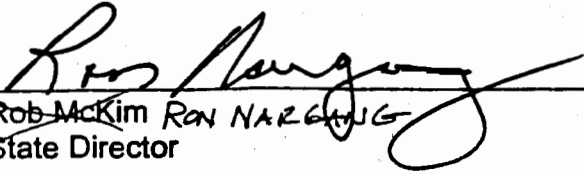


Ronald Yeske  
President

6/26/02  
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

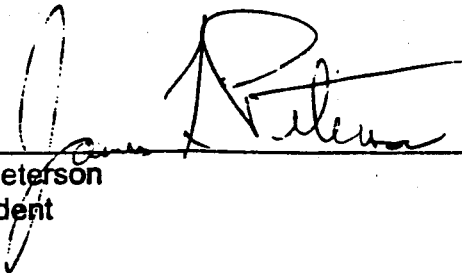
BB. The Nature Conservancy

  
\_\_\_\_\_  
Rob McKim ~~RON NARGANG~~  
State Director

7/8/02  
Date

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

CC. Science Museum of Minnesota



A handwritten signature in black ink, appearing to read "Jim Peterson", is written over a solid horizontal line.

Jim Peterson  
President

7/2/07  
Date