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USGS # G14AC00186  
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USDA FS # 14-JV-11330101-054  
NRCS # A-3A75-14-153  
DOD ODUSD (I&E) # W9126G-14-2-0015  
USACE-CW # W912HZ-08-2-0005

**SOUTHERN APPALACHIAN MOUNTAINS  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

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

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

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

**and**

**UNIVERSITY OF TENNESSEE (HOST)  
Appalachian State University  
Florida A&M University  
Lincoln Memorial University  
Middle Tennessee State University  
Tennessee Technological University  
University of Kentucky  
Western Carolina University  
Western Kentucky University**

**UT - Institute for a Secure and Sustainable Environment  
Southern Appalachian Man and the Biosphere  
Virginia Polytechnic Institute and State University  
Discover Life in America  
University of North Carolina Asheville  
East Tennessee State University  
Tennessee Aquarium Conservation Institute  
Austin Peay State University  
Jacksonville State University  
Marshall University  
The University of the South  
Tennessee State University**

**ARTICLE I. BACKGROUND AND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, U.S. Forest Service, Natural Resources Conservation Service, Department of Defense, Office of the Deputy Under Secretary of Defense (Installations and Environment, and U.S. Army Corps of Engineers – Civil Works (hereinafter called Federal Agencies), and the University of Tennessee and its partner institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Southern Appalachian Mountains Cooperative Ecosystem Studies Unit (CESU). This continuation of the Southern Appalachian Mountains 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 Southern Appalachian Mountains CESU is associated with a national network of CESUs.
- B. The objectives of the Southern Appalachian Mountains 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 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 Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- D. The U.S. Fish and Wildlife Service (hereinafter called USFWS), working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, 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 Southern Appalachian Mountains CESU.
- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. 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. § 753a to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance, and education.
- F. The National Park Service (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” (16 U.S.C. § 1 et seq.). In support of this broad mission, the Secretary of the Interior is authorized and directed to assure that management of units of the National Park System is enhanced by the availability and utilization of a broad program of the highest quality science and information (16 U.S.C. § 5932), and to enter into cooperative agreements with colleges and universities, including but not limited to 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 National Park System, or the larger region of which parks are a part (16 U.S.C. § 5933). 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 (16 U.S.C. § 1a-2(j)); 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 (16 U.S.C. § 1g); with State, local, or tribal governments, other Federal agencies, other public entities, educational institutions, private nonprofit organizations, or participating private landowners 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 (16 U.S.C. § 1j); 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 (per 16 U.S.C. § 1c(a)), any affiliated area, or any designated National Scenic or Historic Trail (16 U.S.C. § 1f). NPS is also authorized to provide conservation, recreation, and disaster assistance to partners to help them achieve goals of mutual interest (16 U.S.C. § 460l(1), 16 U.S.C. § 1723(c)). In accordance with the aforementioned authorities, the NPS is authorized to enter into this Agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.

- G. 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 this joint venture agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance, and education.
- H. 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 (16 U.S.C. §§ 590(a)-(f)). 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 Section 714 of Pub. L. 106-387, 7 U.S.C. § 6962(a), NRCS is authorized to enter into this cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, studies, technical assistance, and educational services consistent with the mission of the NRCS and the CESU Network.

- I. The U.S. Department of Defense Office of the Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called DOD) manages nearly 30 million acres of land, and the natural and cultural resources found there, and for this Agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DOD's primary mission is national defense. DOD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DOD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following: 16 U.S.C. § 670(c)(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 Southern Appalachian Mountains CESU.
- J. 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 Southern Appalachian Mountains CESU, under agreement number W912HZ-08-2-0005 for a cumulative amount not-to-exceed \$25,000,000.00.

- K. The University of Tennessee, Knoxville (hereinafter called Host University) provides a large, diverse, and solid foundation of programs relevant to a comprehensive approach for the study, analysis and management of the Southern Appalachian Mountains ecosystem. UT-Knoxville, as the main campus of Tennessee's State University and Land Grant institutions, serves the state, region, and nation through a broad spectrum of undergraduate, graduate and professional studies, research and creative activity, and public service.
- L. The partner institutions to the Host University include Appalachian State University, Florida A&M University, Lincoln Memorial University, Middle Tennessee State University, Tennessee Technological University, University of Kentucky, Western Carolina University, Western Kentucky University, UT Institute for a Secure and Sustainable Environment, Southern Appalachian Man and the Biosphere, Virginia Polytechnic Institute and State University, Discover Life in America, University of North Carolina Asheville, East Tennessee State University, Tennessee Aquarium Conservation Institute, Austin Peay State University, Jacksonville State University, Marshall University, The University of the South, and Tennessee State University (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 Southern Appalachian Mountains 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 Southern Appalachian Mountains 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 Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 C.F.R. 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 Southern Appalachian Mountains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Southern Appalachian Mountains CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Southern Appalachian Mountains CESU objectives, as appropriate;
4. Provide basic administrative and clerical support, as appropriate;
5. Provide access for Southern Appalachian Mountains 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 Southern Appalachian Mountains CESU Federal Agency staff to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Southern Appalachian Mountains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Southern Appalachian Mountains 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 Southern Appalachian Mountains 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 Southern Appalachian Mountains 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 Southern Appalachian Mountains CESU.

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

1. Maintain the Southern Appalachian Mountains 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 Southern Appalachian Mountains 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. 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. 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), as appropriate;
7. Follow OMB Circulars: A-21, "Cost Principles for Educational Institutions," as codified at 2 CFR 220; A-87, "Cost Principles for State, Local, and Indian Tribal Governments," as codified at 2 CFR Part 225; A-102, "Grants and Cooperative Agreements with State and Local Governments," 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations;" A-122, "Cost Principles for Non-Profit Organizations;" as codified at 2 CFR Part 230; A-133, "Audits of States, Local Governments



and Non-Profit Organizations;” as appropriate; and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015- 3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense); and these documents are incorporated into this Agreement by reference.

### **ARTICLE III. TERM 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 19 June 2014. Parties will have until 19 June 2014 to sign this Agreement and thereby express their intent to continue participation in the Southern Appalachian Mountains CESU; parties that do not sign this Agreement by 19 June 2014 will not be participants in the Southern Appalachian Mountains CESU; such parties will remain in “inactive” status and ineligible to process projects under this Agreement until their official signature page has been received.
- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Southern Appalachian Mountains CESU.
- C. Amendments to this Agreement shall be made according to the following provisions:
1. For the purposes of this Agreement, amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III.C.2. (below).
  2. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.
- D. For the purposes of this Agreement, modifications or task agreements are specific two-party Agreements between one of the Federal Agencies and the Host University

and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.

- E. A separate Interagency Agreement is required to facilitate transfer of funds from one federal agency to another federal agency.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

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

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

1. Bureau of Land Management

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2. U.S. Fish and Wildlife Service

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3. U.S. Geological Survey

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4. National Park Service

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5. U.S. Forest Service

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6. Natural Resources Conservation Service

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7. U.S. Army Corps of Engineers-Civil Works

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8. Department of Defense, Office of the Deputy Under Secretary for Defense  
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B. The technical representative for the Host University, University of Tennessee, is:

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C. The technical representatives for the Partner Institutions are:

1. Appalachian State University

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9. University of Tennessee Institute for a Secure and Sustainable Environment

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Fax: (423) 267-3561  
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16. Austin Peay State University

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Director of Grants and Sponsored Research  
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Steven W. Hamilton  
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hamiltonsw@apsu.edu

17. Jacksonville State University

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Jacksonville State University  
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Jacksonville, AL 36265  
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18. Marshall University

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Director, Grant/Contract Development  
Marshall University  
Coal Exchange, 14th Floor  
Huntington, WV 25755  
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Fax: (304) 697-3885

ciccarello@marshall.edu

19. The University of the South

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Sponsored Research Officer  
The University of the South  
735 University Avenue  
Sewanee, TN 37383-1000  
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Fax: (931) 598-1899  
lblentil@sewanee.edu

20. Tennessee State University

Michael Busby  
Interim Associate Vice President of Academic Affairs for Research and  
Sponsored Programs  
Tennessee State University  
3500 John A. Merritt Boulevard, Campus Box 9519  
Nashville, TN 37209-1561  
Phone: (615) 963-7631  
Fax: (615) 963-5068  
research@tnstate.edu

**ARTICLE V. AWARD**

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner shall obligate \$10,000 to award to the Host University to carry out this Agreement. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.
- B. Payments will be made by the Federal Agencies for work in accordance with 2 CFR Part 215 and OMB Circular A-21, A-87, A-102, A-122, A-133, as appropriate, and the related federal agency regulations, as applicable, specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 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).
- 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).

1. One exception is that 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. 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 Pub. L. 107-76.
  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 Part 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 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 VII. REPORTS AND/OR DELIVERABLES**

- A. Reports in accordance with 2 CFR Part 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 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) establish uniform reporting procedures for financial and technical reporting.

- B. As appropriate, the Host University will convene periodic meetings of Southern Appalachian Mountains 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 Southern Appalachian Mountains CESU will be agreed to and maintained by all Southern Appalachian Mountains 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 Southern Appalachian Mountains CESU and will:
  - 1. Describe the Southern Appalachian Mountains 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 Southern Appalachian Mountains 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 Southern Appalachian Mountains 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 Part 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 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 Part 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 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). Any party to this Agreement may terminate its participation

by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

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

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

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with applicable requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 USC § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 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, 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, 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).
  
- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  - (1) Is determined to have violated an applicable prohibition in paragraph (a) (1) of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a) (1) of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).
  
- c) Provisions applicable to any recipient.
  - (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) (1) of this award term.



(2) Our right to terminate unilaterally that is described in paragraph (a) (2) or (b) of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 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. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING (Included pursuant to Department of the Interior Guidance Release – DIG-2010-04):

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

#### **B. SPECIAL PROVISIONS:**

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

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

The following are to be incorporated into this Agreement:

- A. SF-LLL, Disclosure of Lobbying Activities or Grants.gov Lobbying Form certification, identified in the agencies Funding Opportunity Announcement.

B. Specific project award documents will incorporate the required Standard Forms for Application for Financial Assistance:

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

## **ARTICLE XII. ATTACHMENTS**

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

- ATTACHMENT 1 – Request for Advance or Reimbursement, SF-270
- ATTACHMENT 2 – Federal Financial Report, SF-425
- ATTACHMENT 3 – ACH Payment Enrollment, SF-3881
- ATTACHMENT 4 – Example Modification Template

## **ARTICLE XIII. AUTHORIZING SIGNATURES**

The following authorizing signatures are attached to the Agreement:

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

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

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

- E. USDA Forest Service (Southern Research Station)
- F. Natural Resources Conservation Service

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

- G. Office of the Deputy Under Secretary of Defense (Installations and Environment)
- H. US Army Corps of Engineers – Civil Works

### **I. UNIVERSITY OF TENNESSEE (HOST)**

- J. Appalachian State University
- K. Florida A&M University
- L. Lincoln Memorial University
- M. Middle Tennessee State University
- N. Tennessee Technological University
- O. University of Kentucky

- P. Western Carolina University
- Q. Western Kentucky University
- R. University of Tennessee Institute for a Secure and Sustainable Environment
- S. Southern Appalachian Man and the Biosphere
- T. Virginia Polytechnic Institute and State University
- U. Discover Life in America
- V. University of North Carolina Asheville
- W. East Tennessee State University
- X. Tennessee Aquarium Conservation Institute
- Y. Austin Peay State University
- Z. Jacksonville State University
- AA. Marshall University
- BB. The University of the South
- CC. Tennessee State University

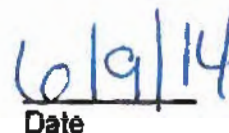
**ARTICLE XIII. AUTHORIZING SIGNATURES**

**A. Bureau of Land Management**

  
James S. Kenna  
State Director

  
Date

  
Leona Parker  
Assistance Officer

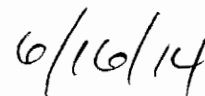
  
Date

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

B. U.S. Fish and Wildlife Service



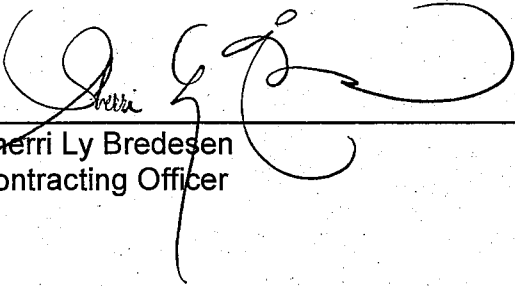
\_\_\_\_\_  
**Victor Bowman**  
**Acting Chief**  
**Division of Contracting and Grant Services**

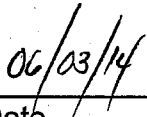


\_\_\_\_\_  
Date

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

C. U.S. Geological Survey

  
\_\_\_\_\_  
Sherri Ly Bredesen  
Contracting Officer

  
\_\_\_\_\_  
Date

ARTICLE XIII. AGREEMENT AUTHORIZING SIGNATURES (cont.)

D. National Park Service

*Stanley Austin*  
\_\_\_\_\_  
Acting Stanley Austin  
Regional Director

*6-18-14*  
\_\_\_\_\_  
Date

*Brian Straka*  
\_\_\_\_\_  
Brian Straka  
Financial Assistance Agreements Officer

*June 11, 2014*  
\_\_\_\_\_  
Date



ARTICLE XIII. AGREEMENT AUTHORIZING SIGNATURES (cont.)

E. USDA Forest Service, Southern Research Station

Robert L. Doudrick  
Robert L. Doudrick  
Station Director

05/30/2014  
Date

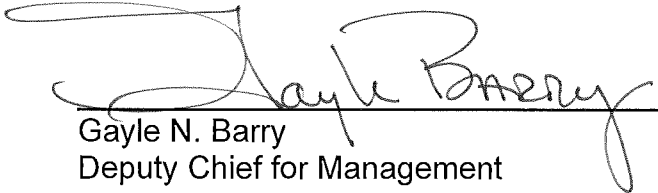
The authority and format of this instrument has been reviewed and approved for signature.

Joyce M. Gorgas  
Joyce M. Gorgas  
Grants and Agreements Specialist  
Southern Research Station

5/30/2014  
Date

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

F. Natural Resources Conservation Service

  
Gayle N. Barry  
Deputy Chief for Management

6/16/2014  
Date

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

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

**ROBICHEAUX.TRACI.D.126035  
3990**

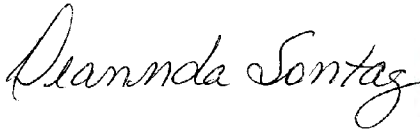
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Date: 2014.06.17 14:50:40 -05'00'

Traci Robicheaux      W9126G-14-2-0015  
Grants Officer  
Representing ODUSD (I&E)

Date

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

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



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**Deanna Sontag**  
Grants Officer


9 June 2014

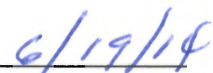
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**Date**

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

I. The University of Tennessee

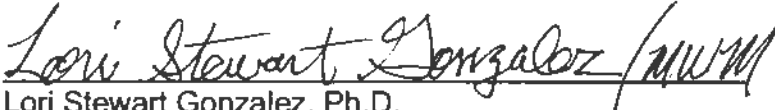
  
\_\_\_\_\_  
Cynthia Nichols  
Budget Director, UT AgResearch

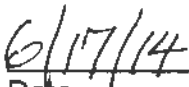
  
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*By agreeing to Article X A. 6. a), no party waives any sovereign or governmental immunities to which it is entitled under state or federal law.*

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

J. Appalachian State University

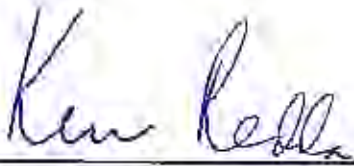
  
Lori Stewart Gonzalez, Ph.D.  
Provost and Executive Vice Chancellor

  
Date

Office of General Counsel  
Reviewed/approved as to form.  
Initials: 

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

K. Florida A&M University



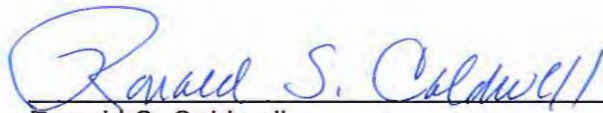
07-03-14

[Print Name]: Kinfu K. Redda, Ph.D.  
[Print Title]: Vice President for Research

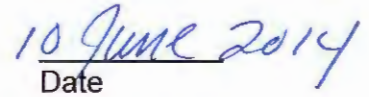
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ARTICLE XIII. AGREEMENT AUTHORIZING SIGNATURES (cont.)

L. Lincoln Memorial University

\_\_\_\_\_

Ronald S. Caldwell  
Professor of Biology  
Director, CMRC

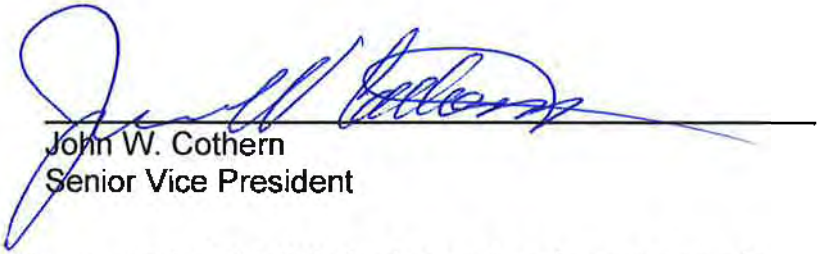
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Date



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

M. Middle Tennessee State University



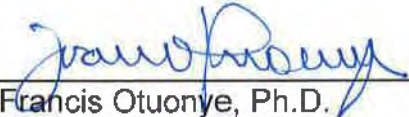
John W. Cothern  
Senior Vice President

6/19/14  
Date

By agreeing to Article X A. 6. a.), no party waives any sovereign or governmental immunities to which it is entitled under state or federal law.

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

N. Tennessee Technological University

  
\_\_\_\_\_

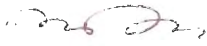
Francis Otuonye, Ph.D.  
Associate Vice President for Research/Graduate Studies

6/19/2014  
Date

*By agreeing to Article X A. b. a), no party waives any sovereign or governmental immunities to which it is entitled under state or federal law.*

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

O. University of Kentucky



\_\_\_\_\_  
Deborah K. Davis  
Associate Director  
University of Kentucky Research Foundation

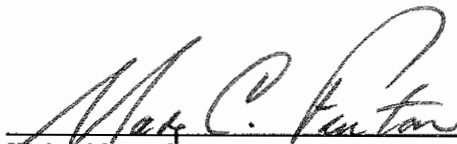
8/13/14

\_\_\_\_\_  
Date

By agreeing to Article X A 6. a.), no party waives any sovereign or governmental immunities to which it is entitled under state or federal law.

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

P. Western Carolina University

  
\_\_\_\_\_  
[Print Name]: Mary C. Fenton  
[Print Title]: Chief Research Officer

6/19/2014  
Date

Approved as to form.
<b>SRB</b>
Attorney

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

Q. Western Kentucky University



\_\_\_\_\_  
Nancy Mager  
Director, WKU Office of Sponsored Programs



\_\_\_\_\_  
Date

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

R. The University of Tennessee  
Institute for a Secure and Sustainable Environment

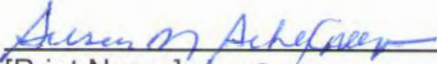
  
\_\_\_\_\_  
Gregory D. Reed  
Associate Vice Chancellor for Research & Engagement

  
\_\_\_\_\_  
6-19-14

*By agreeing to Article X.A. 6. a), no party waives any sovereign or governmental immunities to which it is entitled under state or federal law.*

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

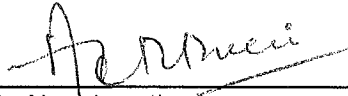
S. Southern Appalachian Man and the Biosphere

  
\_\_\_\_\_  
[Print Name]: Susan M. Schekraydin  
[Print Title] President, SAMAB Foundation

  
Date

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

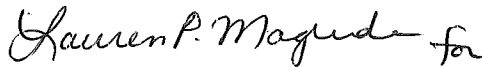
T. Virginia Polytechnic Institute and State University



\_\_\_\_\_  
Janaki R.R. Alavalapati  
Professor and Department Head  
Department of Forest Resources and Environmental Conservation

6/9/14

\_\_\_\_\_  
Date



\_\_\_\_\_  
John C. Rudd, Jr.  
Assistant VP for OSP Administration

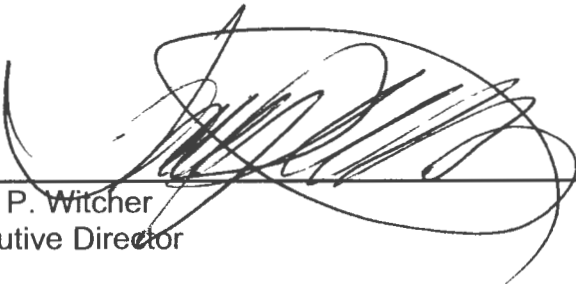
9-3-14

\_\_\_\_\_  
Date



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

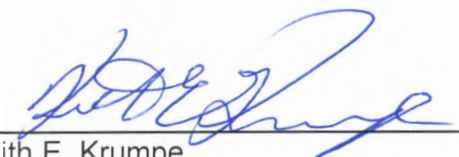
U. Discover Life in America

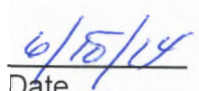
  
\_\_\_\_\_  
Todd P. Witcher  
Executive Director

6/11/14  
Date

ARTICLE XIII. AGREEMENT AUTHORIZING SIGNATURES (cont.)

V. University of North Carolina Asheville

  
\_\_\_\_\_  
Keith E. Krump  
Dean of Natural Sciences and Professor of Chemistry

  
\_\_\_\_\_  
Date

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

W. East Tennessee State University

*William R. Duncan*

\_\_\_\_\_  
Dr. William R. Duncan  
Vice Provost for Research


*6/19/14*

\_\_\_\_\_  
Date

*By agreeing to Article X A. 6. a), no party waives any sovereign or governmental immunities to which it is entitled under state or federal law.*

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

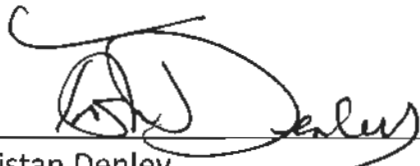
X. Tennessee Aquarium Conservation Institute

  
\_\_\_\_\_  
Gordon A. Stalans  
Division of Finance

6-23-14  
Date

ARTICLE XIII. AGREEMENT AUTHORIZING SIGNATURES (cont.)

Y. Austin Peay State University

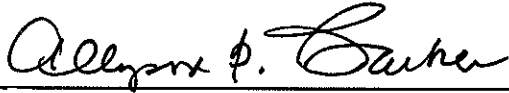
  
\_\_\_\_\_  
Tristan Denley  
Interim President

6/19/2014  
Date

*By agreeing to Article X A. 6. a), no party waives any sovereign or governmental immunities to which it is entitled under state or federal law.*

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

Z. Jacksonville State University



Allyson G. Barker  
Vice President, Administration and Business Affairs


Acting

6/13/2014

Date

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

AA. Marshall University



\_\_\_\_\_  
John M. Maher  
Executive Director, Marshall University Research Group


June 28, 2014  
Date

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

BB. The University of the South

  
\_\_\_\_\_  
Leigh B. Lentile  
Sponsored Research Officer

6/9/14  
Date

  
\_\_\_\_\_  
Nancy J. Berner  
Associate Provost

6-9-14  
Date



ARTICLE XIII. AGREEMENT AUTHORIZING SIGNATURES (cont.)

CC. Tennessee State University

By: Glenda Glover 1/18  
[Print name]: Dr. Glenda Glover  
[Print title]: President

6-17-17  
Date

# REQUEST FOR ADVANCE OR REIMBURSEMENT

*(See instructions on back)*

OMB APPROVAL NO. <b>0348-0004</b>	PAGE _____ OF _____ PAGES
--------------------------------------	---------------------------

1. TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input type="checkbox"/> <b>ADVANCE</b> <input type="checkbox"/> <b>REIMBURSEMENT</b> b. "X" the applicable box <input type="checkbox"/> <b>FINAL</b> <input type="checkbox"/> <b>PARTIAL</b>	2. BASIS OF REQUEST <input type="checkbox"/> <b>CASH</b> <input type="checkbox"/> <b>ACCRUAL</b>
---	--

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. **PERIOD COVERED BY THIS REQUEST**  
 FROM (month, day, year) \_\_\_\_\_ TO (month, day, year) \_\_\_\_\_

9. RECIPIENT ORGANIZATION

*Name:* \_\_\_\_\_

*Number and Street:* \_\_\_\_\_

*City, State and ZIP Code:* \_\_\_\_\_

10. PAYEE (Where check is to be sent if different than item 9)

*Name:* \_\_\_\_\_

*Number and Street:* \_\_\_\_\_

*City, State and ZIP Code:* \_\_\_\_\_

**11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED**

PROGRAMS/FUNCTIONS/ACTIVITIES ►	(a)	(b)	(c)	<b>TOTAL</b>
a. Total program outlays to date <small>(As of date)</small>	\$	\$	\$	\$
b. Less: Cumulative program income				
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			
	2nd month			
	3rd month			

**12. ALTERNATE COMPUTATION FOR ADVANCES ONLY**

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$

13. **CERTIFICATION**

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**INSTRUCTIONS**

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<u>Item</u>	<u>Entry</u>	<u>Item</u>	<u>Entry</u>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.		
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		

# FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)			Page	1	of	
pages								
3. Recipient Organization (Name and complete address including Zip code)								
4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)			6. Report Type	7. Basis of Accounting		
					<input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	<input type="checkbox"/> Cash <input type="checkbox"/> Accrual		
8. Project/Grant Period From: (Month, Day, Year)				To: (Month, Day, Year)		9. Reporting Period End Date (Month, Day, Year)		
<b>10. Transactions</b>						Cumulative		
<i>(Use lines a-c for single or multiple grant reporting)</i>								
<b>Federal Cash (To report multiple grants, also use FFR Attachment):</b>								
a. Cash Receipts								
b. Cash Disbursements								
c. Cash on Hand (line a minus b)								
<i>(Use lines d-o for single grant reporting)</i>								
<b>Federal Expenditures and Unobligated Balance:</b>								
d. Total Federal funds authorized								
e. Federal share of expenditures								
f. Federal share of unliquidated obligations								
g. Total Federal share (sum of lines e and f)								
h. Unobligated balance of Federal funds (line d minus g)								
<b>Recipient Share:</b>								
i. Total recipient share required								
j. Recipient share of expenditures								
k. Remaining recipient share to be provided (line i minus j)								
<b>Program Income:</b>								
l. Total Federal program income earned								
m. Program income expended in accordance with the deduction alternative								
n. Program income expended in accordance with the addition alternative								
o. Unexpended program income (line l minus line m or line n)								
11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share	
				g. Totals:				
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:								
<b>13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)</b>								
a. Typed or Printed Name and Title of Authorized Certifying Official					c. Telephone (Area code, number and extension)			
					d. Email address			
b. Signature of Authorized Certifying Official					e. Date Report Submitted (Month, Day, Year)			
14. Agency use only:								

Standard Form 425-A  
OMB Approval Number: 0348-0061  
Expiration Date: 10/31/2011

**Paperwork Burden Statement**

According to the Paperwork Reduction Act, as amended, no persons are 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 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.



## **Instructions for Completing SF 3881 Form**

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

## **Burden Estimate Statement**

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

[Agency Partner Name] – Project Summary



[CESU Name] Cooperative Ecosystem Studies Unit  
Agreement Modification Form

FUNDING AGENCY:

SUB-AGREEMENT/MODIFICATION NUMBER:  
[CESU USE ONLY]

COOPERATIVE AGREEMENT NUMBER:

FUNDING AMOUNT:

PROJECT TITLE:

EFFECTIVE PROJECT DATES:

PROJECT PURPOSE:

STATEMENT OF MUTUAL BENEFIT AND INTEREST:

Key Words:

Federal Agency Contact(s) and Signature(s)		Partner Signature(s)	
<p>[Agency] Project Technical Representative &amp; Project Leader:</p> <p>Technical Rep:</p> <p>Address:</p> <p>Phone:</p> <p>Fax:</p> <p>Email:</p> <p>Project Leader:</p> <p>Phone:</p> <p>Email:</p> <p>No Signature Needed</p>	<p>[Agency] Administrator:</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>Principal Investigator:</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>Agreement / Grant Administrator:</p> <p>Signature: _____</p> <p>Date: _____</p>

Project Type:      Research \_\_\_\_    Technical Assistance \_\_\_\_    Education \_\_\_\_

Project Discipline(s):    Biological \_\_\_\_    Cultural \_\_\_\_    Physical \_\_\_\_    Social \_\_\_\_    Interdisciplinary \_\_\_\_

Annual Performance Report Required:

Report(s) Received:

Publications on File:

This Modification is subject to all the provisions included in the CESU Agreement [Insert Agency Agreement Number]

[CESU Name] CESU Tracking #: