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**GREAT RIVERS  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT  
VENTURE AGREEMENT**

**between**

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

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

**U.S. DEPARTMENT OF DEFENSE  
Office of the Assistant Secretary of Defense for  
Energy, Installations, and Environment  
U.S. Army Corps of Engineers–Civil Works**

**and**

**THE CURATORS OF THE UNIVERSITY OF MISSOURI (HOST)  
Drake University  
Indiana University  
Iowa State University  
Lincoln University  
Missouri State University  
Saint Louis University  
Saint Mary's University of Minnesota  
Southeast Missouri State University  
Southern Illinois University  
Southern Illinois University Edwardsville  
The Board of Trustees of the University of Illinois  
University of Iowa  
University of Kansas  
University of Memphis  
University of Minnesota**

**University of Notre Dame  
University of Wisconsin–Extension  
Winona State University  
Audubon Minnesota  
Audubon Missouri  
Conservation Federation of Missouri  
Missouri Botanical Garden  
National Great Rivers Research and Education Center  
National Mississippi River Museum and Aquarium**

**ARTICLE I. BACKGROUND AND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Indian Affairs, Bureau of Land Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, USDA Farm Service Agency, U.S. Forest Service, Natural Resources Conservation Service, U.S. Department of Defense–Office of the Assistant Secretary of Defense for Energy, Installations, and Environment, and U.S. Army Corps of Engineers–Civil Works (hereinafter called Federal Agencies) and the Curators of the University of Missouri on behalf of the University of Missouri (Host University) and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Great Rivers Cooperative Ecosystem Studies Unit (CESU). This continuation of the Great Rivers 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 Great Rivers CESU is associated with a national network of CESUs.
- B. The objectives of the Great Rivers Cooperative Ecosystem Studies Unit are to:
- Provide research, technical assistance and education to federal land management, environmental, and research agencies and their potential partners;
  - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
  - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. Bureau of Indian Affairs. The Bureau of Indian Affairs (hereinafter called BIA) is the oldest bureau of the United States Department of the Interior. Established in 1824, BIA currently provides services to approximately 1.9 million American Indians and Alaska Natives. There are 566 federally recognized American Indian tribes and

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

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

- D. Bureau of Land Management. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures, and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the BLM to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. § 1701 et seq.). In accordance with 43 U.S.C. § 1737(b), the BLM is authorized to enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands; and is thereby authorized to enter into this cooperative agreement to continue the Great Rivers CESU to assist in providing research, technical assistance and education.

- E. U.S. Fish and Wildlife Service. The U.S. Fish and Wildlife Service (hereinafter called USFWS), working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, inland sport fisheries, and the National Wildlife Refuge System. In accordance with 16 U.S.C. § 661, 16 U.S.C. § 742(f), and 16 U.S.C. § 753(a), the USFWS is authorized to cooperate with other agencies to assist in providing research, technical assistance, and education; and is thereby authorized to enter into this cooperative agreement to continue the Great Rivers CESU.
- F. U.S. Geological Survey. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. USGS has authority to enter into this Agreement pursuant to Pub. L. 99-591, that bestows permanent authority on the USGS to “prosecute projects in cooperation with other agencies, Federal, state, and private” (43 U.S.C. § 36(c)), the USGS Organic Act of March 3, 1879, as amended (43 U.S.C. § 31 et seq.), 16 U.S.C. § 1(a)(2)(j), 16 U.S.C. § 1(g), 16 U.S.C. § 5933, and 16 U.S.C. § 753(a) to continue the Great Rivers CESU to assist in providing research, technical assistance, and education.
- G. National Park Service. The National Park Service (hereinafter called NPS) manages areas of the National Park System “to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations” (54 U.S.C. § 100101 et seq.). In support of this broad mission, the Secretary of the Interior “shall ensure that management of System units is enhanced by the availability and utilization of a broad program of the highest quality science and information” (54 U.S.C. § 100702), and “shall enter into cooperative agreements with colleges and universities, including land grant schools, in partnership with other Federal and State agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the resources of the System, or the larger region of which System units are a part” (54 U.S.C. § 100703). The NPS is authorized to enter into cooperative agreements with public or private educational institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training activities concerning the resources of the National Park System (54 U.S.C. § 101702(b)); with State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs (54 U.S.C. § 101702(a)); with State, local, or tribal governments, other Federal agencies, other public entities, educational institutions, private nonprofit organizations, or participating private landowners or individuals for the purpose of protecting natural resources of units of the National Park System through collaborative efforts on land

inside and outside of National Park System units (54 U.S.C. § 101702(d)) or to investigate, protect, preserve, maintain, or operate any historic or archeologic building, site, or object of national significance (54 U.S.C. §§ 320101-320103); and with any State or local government, public or private agency, organization, institution, corporation, individual, or other entity for the purpose of sharing costs or services in carrying out authorized functions and responsibilities of the Secretary of the Interior with respect to any unit or program of the National Park System, any affiliated area, or any designated National Scenic or Historic Trail (54 U.S.C. § 101701). NPS is also authorized to provide conservation, recreation, and disaster assistance to partners to help them achieve goals of mutual interest (54 U.S.C. § 200103, 16 U.S.C. § 1723(c)), and support projects to be carried out on Federal, State, local, or private lands as part of disaster prevention or relief efforts in response to an emergency or major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). In accordance with the aforementioned authorities, the NPS is authorized to enter into this Agreement to continue the Great Rivers CESU to assist in providing research, technical assistance and education.

- H. Farm Service Agency. The USDA Farm Production and Conservation Business Center (hereinafter called FPAC) provides analytical support to the Farm Service Agency (hereinafter called FSA), whose mission is to equitably serve all farmers, ranchers, and agricultural partners through the delivery of effective, efficient agricultural programs for all Americans. FSA administers the Conservation Reserve Program (CRP) on behalf of the Commodity Credit Corporation (CCC). The CRP is a voluntary program for agricultural landowners. The CRP provides annual rental payments, technical assistance, and cost-share assistance to landowners who establish long-term, resource conserving covers on eligible farmland. FPAC oversees the Monitoring, Assessment, and Evaluation Project (MAE), which employs sound science to quantify CRP impacts on ecosystem services. FPAC, under 7 U.S.C. 2204b(b)(4), and CCC, under 15 U.S.C. § 714b(g), is authorized to enter into this cooperative agreement continuing the Great Rivers CESU to assist in providing research, technical assistance and education.
- I. U.S. Forest Service. The U.S. Department of Agriculture Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. § 1641-1646). In accordance with 7 U.S.C. § 3318(b), the USFS is authorized to enter into a joint venture agreement to assist in providing agricultural research and teaching activities.
- J. Natural Resources Conservation Service. The Natural Resources Conservation Service (hereinafter called NRCS) improves the health of our Nation's natural resources while sustaining and enhancing the productivity of American agriculture (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 Great Rivers CESU to assist in providing research, studies, technical assistance, and educational services consistent with the mission of the NRCS and the CESU Network.

- K. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment. The U.S. Department of Defense – Office of the Assistant Secretary of Defense for Energy, Installations, and Environment (hereinafter called DOD) manages 25 million acres of land, and the natural and cultural resources found there, and for this Agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DOD's primary mission is national defense. DOD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DOD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following: 16 U.S.C. § 670c-1, 10 U.S.C. § 2358, 10 U.S.C. § 2694, 10 U.S.C. § 2684, and Pub. L. 103-139 (FY 94 NDAA, page 107 Stat. 1422), DOD is authorized to enter into cooperative agreements with States, nonprofit organizations, academic institutions, and other partners to support research, technical assistance, and educational services consistent with the mission of the DOD and the CESU Network. In accordance with the aforementioned authorities, the DOD is authorized to enter into this Agreement to continue the Great Rivers CESU.
- L. U.S. Army Corps of Engineers–Civil Works. The U.S. Army Corps of Engineers' Civil Works Program (hereinafter called USACE) provides assistance in the development and management of the nation's water resources. The main missions of USACE, i.e., the Corps, are 1) to facilitate commercial navigation, 2) to protect citizens and their property from flood and storm damages, and 3) to protect and restore environmental resources. The Corps carries out most of its work in partnership with Tribal, state, and local governments and other nonfederal entities. The Corps must rely upon using the best available science in the evaluation of water resources needs and in the development of recommendations for water resources management. The university and scientific institutions that comprise the CESU Network have knowledge and expertise of the latest scientific advances that will assist the Corps in reaching sound, scientifically based decisions. In addition, by participating in the CESU, scientists within the Corps will have access to university resources within the CESU Network and be able to interact with colleagues in various scientific disciplines, and thereby further their own professional development. Corps field offices may avail themselves of support from the regional CESUs by collaborating with the Engineer Research and Development Center, who has the authority to enter into cooperative agreements with such CESUs, thus enabling these Corps offices to receive scientific support from regional CESU

members. USACE is authorized to cooperate with other agencies in accordance with Title 33 U.S.C. § 2323(a) and 10 U.S.C. § 3036(d). Additionally, USACE may enter into transactions under the authority of 10 U.S.C. § 2371 in carrying out basic, applied, and advanced research projects. In accordance with 10 U.S.C. § 2358, USACE is authorized to enter into this cooperative agreement continuing the Great Rivers CESU.

- M. Host University. The University of Missouri–Columbia’s (hereinafter called Host University) primary mission in research and doctoral education provides enhanced opportunities and challenges in areas of humanities, arts, and sciences and in selected professional fields. The Host University aspires to achieve national and international prominence for its research and educational contributions by building on its research strengths in basic and applied biological and biomedical sciences; related physical and engineering sciences; and selected social and behavioral sciences. Its goal is to acquire, create, transmit, and preserve knowledge, and promote understanding.
- N. Partner Institutions. The partner institutions to the Host University include Drake University, Indiana University, Iowa State University, Lincoln University, Missouri State University, Saint Louis University, Saint Mary’s University of Minnesota, Southeast Missouri State University, Southern Illinois University, Southern Illinois University Edwardsville, University of Illinois, University of Iowa, University of Kansas, University of Memphis, University of Minnesota, University of Notre Dame, University of Wisconsin–Extension, Winona State University, Audubon Minnesota, Audubon Missouri, Conservation Federation of Missouri, Missouri Botanical Garden, National Great Rivers Research and Education Center, and National Mississippi River Museum and Aquarium (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 Great Rivers CESU objectives to the extent allowed by each Federal Agencies’ authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies’ policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate and as available;

5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate and as available;
6. Make available managers to serve on the Great Rivers 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 CFR Part 2635);
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the Agreement; and
10. Be individually responsible for their agency's role in administering the Agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Continue, in consultation with the Federal Agencies and Partner Institutions, the Great Rivers CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Rivers CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Great Rivers CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Great Rivers CESU Federal Agency staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;



6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies' personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Great Rivers CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Great Rivers 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 Rivers 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 Rivers 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 Rivers CESU.

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

1. Maintain the Great Rivers 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 Great Rivers CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual funding documents, in accordance with each agency's procedures, to this Agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
  - a. the proposed work;

- b. the project contribution to the objectives of the CESU;
- c. the methodology of the project;
- d. the substantial involvement of each party;
- e. the project budget and schedule;
- f. the specific project outputs or products.

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

- 5. Provide data on CESU projects to the CESU Network National Office and/or host institution in accordance with CESU Council guidelines as posted on the CESU Network National Office website ([www.cesu.org](http://www.cesu.org));
- 6. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement;
- 7. Engage in collaborative activities consistent with federal scientific and scholarly integrity directives and policies (e.g., Presidential and OSTP Scientific Integrity Memoranda; DOD Instruction 3200.20; DOI 305 DM 3; USDA DR 1074-001; NOAA AO 202-735D), as appropriate;
- 8. Follow 2 CFR 200, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as appropriate; and the related federal agency regulations, as applicable, specifically 22 CFR 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 U.S.C. 2358, 10 U.S.C. 3036(d), 33 U.S.C. 2323a, DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (Department of Defense); and these documents are incorporated into this Agreement by reference.

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

- A. The effective date of this Agreement shall be 15 July 2018. This Agreement shall be effective for all signatory parties for a period of five (5) years from the effective date. Parties will have until 15 July 2018 to sign this Agreement and thereby express their intent to continue participation in the Great Rivers CESU. Parties that do not sign

this Agreement by 15 July 2018 will remain in “inactive” status and ineligible to process new projects under this Agreement until their official signature page has been received.

- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Great Rivers CESU.
- C. Amendments to this Agreement shall be made according to the following provisions:
  - 1. For the purposes of this Agreement, Amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University, or by the Host University on behalf of any of the Partner Institutions. Amendments shall be executed in writing by the CESU Network National Office and signed by all signatories to this Agreement, except in cases described in Sections C.2. and C.3. (below). Unless otherwise specified, all terms and conditions of the CESU Agreement apply to the Amendment, and once fully executed the Amendment is made part of the Agreement.
  - 2. For Amendments for which the sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, the Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the Amendment. New Partner Institutions and/or Federal Agencies shall be approved and added in accordance with the CESU Council guidance, as posted on the CESU Network website ([www.cesu.org](http://www.cesu.org)). All partners shall receive prior notification of amendments.
  - 3. For amendments for which the sole purpose is to incorporate administrative changes that do not affect the intent, execution, and implementation of the terms of this Agreement, such as partner name changes or modifications as required by federal (e.g., OMB) financial assistance regulations, the Partner Institution and/or Federal Agency requesting the administrative change and the Host University shall sign the amendment. Such amendments shall be made at the discretion of the CESU Council and all partners shall receive prior notification of amendments.
- D. For the purposes of this Agreement, modifications or task agreements are specific two-party Agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate Interagency Agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

#### ARTICLE IV. KEY OFFICIALS

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

1. Bureau of Indian Affairs

*Technical Representative(s)*

Rachael Novak  
Climate Science Coordinator  
Bureau of Indian Affairs  
1849 C Street NW, MIB 4633  
Washington, DC 20240  
Phone: (202) 219-1652  
[rachael.novak@bia.gov](mailto:rachael.novak@bia.gov)

*Administrative Representative(s)*

Jo Ann Metcalfe  
Grants Management Specialist  
Bureau of Indian Affairs  
12220 Sunrise Valley Drive  
Reston, VA 20191  
Phone: (703) 390-6410  
[jo.metcalfe@bia.gov](mailto:jo.metcalfe@bia.gov)

2. Bureau of Land Management

*Technical Representative(s)*

Derek Strohl  
Natural Resources Specialist  
BLM Milwaukee Field Office  
626 E Wisconsin Ave, Suite 200  
Milwaukee, WI 53202-4617  
Phone: (414) 297-4416  
Fax: (414) 297-4409  
[derek\\_strohl@blm.gov](mailto:derek_strohl@blm.gov)

Sean MacDougall  
Biological Sciences Program Lead  
Bureau of Land Management  
Eastern States Office  
20 M Street SE, Suite 950  
Washington, DC 20003-3503

Phone: (202) 912-7722  
[smacdoug@blm.gov](mailto:smacdoug@blm.gov)

Karlee Yurek  
Associate Deputy State Director  
Bureau of Land Management  
Eastern States Office  
20 M Street SE, Suite 950  
Washington, DC 20003-3503  
Phone: (202) 912-7724  
[kyurek@blm.gov](mailto:kyurek@blm.gov)

*Administrative Representative(s)*

Brandon Riley  
Grants Management Specialist  
Bureau of Land Management  
Eastern States Office  
20 M Street SE, Suite 950  
Washington, DC 20003-3503  
Phone: (202) 912-7540  
[briley@blm.gov](mailto:briley@blm.gov)

3. U.S. Fish and Wildlife Service

*Technical Representative(s)*

Doug Helmers  
Neal Smith NWR  
U.S. Fish and Wildlife Service  
PO Box 399  
Prairie City, IA 50228  
Phone: (515) 994-3400  
Fax: (515) 994-3459  
[Doug\\_Helmers@fws.gov](mailto:Doug_Helmers@fws.gov)

*Administrative Representative(s)*

Grayson Rentz  
Grants Management Specialist  
Region 3 CGS Division

U.S. Fish and Wildlife Service  
5600 American Blvd, Suite 900  
Bloomington, MN 55467  
Phone: (612) 713-5200  
Fax: (612) 713-5151  
[Grayson\\_Rentz@fws.gov](mailto:Grayson_Rentz@fws.gov)

4. U.S. Geological Survey

*Technical Representative(s)*

Jeff Stoner  
Science Coordinator  
USGS Midwest Region  
2280 Woodale Drive  
Mounds View, MN 55112  
Phone: 763-783-3138  
Cell: 612-790-1200  
[stoner@usgs.gov](mailto:stoner@usgs.gov)

*Administrative Representative(s)*

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

5. National Park Service

*Technical Representative(s)*

Nicole Athearn  
National Park Service CESU  
Research Coordinator and  
Co-Director, Great Rivers CESU  
The School of Natural Resources  
103 Anheuser-Busch Natural  
Resources Building  
University of Missouri  
Columbia, MO 65211  
Phone: (573) 882-8155  
[nicole\\_athearn@nps.gov](mailto:nicole_athearn@nps.gov)

*Administrative Representative(s)*

Noël Ann Miller  
Grants Management Specialist  
Midwest Regional Office  
National Park Service  
601 Riverfront Drive  
Omaha, NE 68102  
Phone: (402) 661-1658  
Fax: (402) 661-1984  
[noel\\_miller@nps.gov](mailto:noel_miller@nps.gov)

6. USDA Farm Service Agency

*Technical Representative(s)*

Rich Iovanna  
Agricultural Economist  
USDA Farm Service Agency  
1400 Independence Avenue SW  
Washington, DC 20250  
Phone: (202) 720-5291  
[rich.iovanna@wdc.usda.gov](mailto:rich.iovanna@wdc.usda.gov)

7. U.S. Forest Service

*Technical Representative(s)*

Daniel C. Dey  
Project Leader  
Northern Research Station  
U.S. Forest Service  
202 ABNR Bldg  
University of Missouri  
Columbia, MO 65211  
Phone: (573) 875-5341 ext 225  
[ddey@fs.fed.us](mailto:ddey@fs.fed.us)

*Administrative Representative(s)*

David Garrison  
Grants Management Specialist  
Northern Research Station  
U.S. Forest Service  
1992 Folwell Ave  
St. Paul, MN 55108  
Phone: (651) 649-5206  
[davidgarrison@fs.fed.us](mailto:davidgarrison@fs.fed.us)

8. Natural Resources Conservation Service

*Technical Representative(s)*

Doris Washington  
National Coordinator  
Cooperative Ecosystem Studies  
Units and Centers of Excellence  
National Water Management Center  
Natural Resources Conservation  
Service  
101 East Capitol Ave, Suite B-100  
Little Rock, AR 72201  
Phone: (501) 210-8910  
Fax: (501) 210-8935  
[doris.washington@ar.usda.gov](mailto:doris.washington@ar.usda.gov)

Noller Herbert  
National Technology Support  
Coordinator  
Science and Technology Deputy  
Area  
Natural Resources Conservation  
Service  
1400 Independence Avenue SW  
PO Box 2890 / Room 6227-S  
Washington, DC 20013  
Phone: (202) 720-2520  
[noller.herbert@wdc.usda.gov](mailto:noller.herbert@wdc.usda.gov)

*Administrative Representative(s)*

Christopher Watkins  
Acting Supervisor  
Central Region Grants and  
Agreements Team  
Natural Resources Conservation  
Service  
501 West Felix Street, Building 23  
Fort Worth, TX 76115  
Phone: (817) 509-3290  
Fax: (817) 509-3594  
[Christopher.Watkins@ftw.usda.gov](mailto:Christopher.Watkins@ftw.usda.gov)

9. Office of the Assistant Secretary of  
Defense for Energy, Installations,  
and Environment

*Technical Representative(s)*

Alan Anderson

ERDC-CERL  
Attn: CERCER-LL-N (Mr. Alan  
Anderson)  
PO Box 9005  
Champaign, IL 61826-9005  
Phone: (217) 352-6511 ext 7233  
Fax: (217) 373-7266  
[a-anderson@cecer.army.mil](mailto:a-anderson@cecer.army.mil)

Alison A. Dalsimer  
Program Manager  
DoD Natural Resources Program  
4800 Mark Center Drive  
Suite 16G14, Box 56  
Alexandria, VA 22350  
Phone: (571) 372-6893  
Mobile: (571) 215-0840  
[Allyn.A.Dalsimer.civ@mail.mil](mailto:Allyn.A.Dalsimer.civ@mail.mil)

*Administrative Representative(s)*

Kathy Mitchell  
Environmental Resources Planner  
DoD CESU Project Manager  
U.S. Army Corps of Engineers, Fort  
Worth District, CESWF-PER-EE  
819 Taylor Street, Room 3A12  
Fort Worth, TX 76102-0300  
Phone: (817) 886-1709  
Fax: (817) 886-6499  
[Kathy.S.Mitchell@usace.army.mil](mailto:Kathy.S.Mitchell@usace.army.mil)

Charles McGregor  
DoD CESU Project Manager  
Engineering Construction and  
Support Office  
U.S. Army Corps of Engineers  
819 Taylor Street, Room 3A14  
Fort Worth, TX 76102  
Phone: (817) 886-1585  
Fax: (817) 886-6404  
[charles.mcgregor@usace.army.mil](mailto:charles.mcgregor@usace.army.mil)

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

*Technical Representative(s)*

Alfred F. Cofrancesco  
Technical Director, Civil Works,  
Environmental Engineering and  
Science  
Engineer Research and  
Development Center  
U.S. Army Corps of Engineers  
3909 Halls Ferry Road  
Vicksburg, MS 39180  
Phone: (601) 634-3182  
[Al.F.Cofrancesco@usace.army.mil](mailto:Al.F.Cofrancesco@usace.army.mil)

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

*Administrative Representative(s)*

- B. The representatives for the Host University, The Curators of the University of Missouri (on behalf of the University of Missouri), are:

*Technical Representative(s)*

Dr. Shibu Jose  
Co-Director, Great Rivers CESU  
Professor and Director  
The School of Natural Resources  
103 Anheuser-Busch Natural  
Resources Building  
University of Missouri  
Columbia, MO 65211  
Phone: 573-882-0240  
[joses@missouri.edu](mailto:joses@missouri.edu)

*Administrative Representative(s)*

Holly Stillman  
Senior Grants and Contracts  
Administrator  
Sponsored Programs Administration  
University of Missouri  
115 Business Loop 70W  
Mizzou North, Room 501  
Columbia, MO 65211  
Phone: (573) 882-0154  
Fax: (573) 884-4078  
[stillmanh@missouri.edu](mailto:stillmanh@missouri.edu)

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

1. Drake University

*Technical Representative(s)*

Thomas Rosburg, PhD  
Professor, Dept of Biology  
Drake Biodiversity Center and  
Herbarium  
Drake University  
2507 University Ave  
Des Moines, IA 50311  
Phone: (515) 271-2920  
[thomas.rosburg@drake.edu](mailto:thomas.rosburg@drake.edu)

*Administrative Representative(s)*

Mary Pat Wohlford  
Director, Sponsored Programs and  
Grants Management  
Office of Sponsored Programs  
Administration  
Drake University  
2507 University Ave  
Des Moines, IA 50311-4516  
Phone: (515) 271-3788  
[mary.wohlford@drake.edu](mailto:mary.wohlford@drake.edu)



2. Indiana University

*Technical Representative(s)*

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

*Administrative Representative(s)*

Office of Research Administration  
Indiana University  
509 E 3rd Street  
Bloomington, IN 47405  
Phone: (812) 855-7190  
[oraresco@iu.edu](mailto:oraresco@iu.edu)

3. Iowa State University

*Technical Representative(s)*

John Lawrence  
Vice President for Extension and  
Outreach  
Iowa State University  
2150 Beardshear Hall, 515 Morrill  
Road  
Ames, IA 50011-2103  
Phone: (515) 294-5390  
[jdlaw@iastate.edu](mailto:jdlaw@iastate.edu)

*Administrative Representative(s)*

Rebecca Musselman  
Director  
Office of Sponsored Programs  
Administration  
Iowa State University  
1138 Pearson Hall, 505 Morrill Road  
Ames, IA 50011-2103  
Phone: (515) 294-5225  
Fax: (515) 294-8000  
[rjmusse@iastate.edu](mailto:rjmusse@iastate.edu)  
[grants@iastate.edu](mailto:grants@iastate.edu)

4. Lincoln University

*Technical Representative(s)*

Thomas R. Omara-Alwala  
Professor, Department of  
Agriculture and Environmental  
Sciences  
206 Founders Hall  
Lincoln University  
820 Chestnut Street  
Jefferson City, MO 65101  
Phone: (573) 681-5121  
[OmaraT@LincolnU.edu](mailto:OmaraT@LincolnU.edu)

*Administrative Representative(s)*

Stacey Schulte  
Grants Administrator  
Office of the Chief Financial Officer  
205-B Young Hall  
Lincoln University  
820 Chestnut Street  
Jefferson City, MO 65102-0029  
Phone: (573) 681-5030  
Fax: (573) 681-5865  
[Schultes@lincolnu.edu](mailto:Schultes@lincolnu.edu)

5. Missouri State University

*Technical Representative(s)*

Alicia A. Mathis  
Professor and Department Head  
Department of Biology  
Temple Hall 212  
Missouri State University  
901 South National Avenue  
Springfield, MO 65897  
Phone: (417) 836-5127  
[AliciaMathis@MissouriState.edu](mailto:AliciaMathis@MissouriState.edu)

*Administrative Representative(s)*

Janene Proctor  
Research Administration Specialist  
Office of Research Administration  
901 S. National / Carrington 405  
Springfield, MO 65897-0027



Phone: (417) 836-8419  
[janeneproctor@missouristate.edu](mailto:janeneproctor@missouristate.edu)

6. Saint Louis University

*Technical Representative(s)*

Amanda Cox  
Assistant Professor  
McDonnell Douglas Hall  
Saint Louis University  
St. Louis, MO 63103  
Phone: (314) 977-8324  
[coxal@slu.edu](mailto:coxal@slu.edu)

*Administrative Representative(s)*

Alexis L. Bruce-Staudt  
Executive Director, Grant Operation  
(GO) Centers  
Authorized Signatory Official  
Office of the Vice President for  
Research  
Saint Louis University  
3700 West Pine Mall  
St. Louis, MO 63108  
Phone: (314) 977-6314  
[alexis.brucestaudt@slu.edu](mailto:alexis.brucestaudt@slu.edu)

7. Saint Mary's University of  
Minnesota

*Technical Representative(s)*

Andy Robertson  
Executive Director of Geospatial  
Services  
Schools of Graduate and  
Professional Programs  
Saint Mary's University of  
Minnesota  
700 Terrace Heights, #7  
Winona, MN 55987  
Phone: (507) 457-8746  
[aroberts@smumn.edu](mailto:aroberts@smumn.edu)

*Administrative Representative(s)*

Benjamin Murray  
Vice President for Financial Affairs

Martin DePorres Hall-TC Campus,  
MDP140  
Saint Mary's University of  
Minnesota  
Campus Box: #8  
2500 Park Avenue  
Minneapolis, MN 55404-4403  
Phone: (612) 238-4526  
[bmurray@smumn.edu](mailto:bmurray@smumn.edu)

8. Southeast Missouri State University

*Technical Representative(s)*

Kathy M. Mangels  
Vice President for Finance and  
Administration  
Division of Finance and  
Administration  
Southeast Missouri State University  
One University Plaza, MS 3000  
Cape Girardeau, MO 63701  
Phone: (573) 651-2570  
[kmangels@semo.edu](mailto:kmangels@semo.edu)

*Administrative Representative(s)*

Pam Vargas  
Director  
Office of Research and Grant  
Development  
920 Broadway, Room 104, MS 0125  
Southeast Missouri State University  
Cape Girardeau, MO 63701  
Phone: (573) 651-2018  
[pvargas@semo.edu](mailto:pvargas@semo.edu)

9. Southern Illinois University

*Technical Representative(s)*

James E. Garvey  
Professor, Department of Zoology  
173A Life Science II  
Southern Illinois University  
Carbondale, IL 62901  
Phone: (618) 536-7761  
Fax: (618) 453-2806  
[jgarvey@siu.edu](mailto:jgarvey@siu.edu)

*Administrative Representative(s)*

Sonjie Schwartz  
Interim Director  
Office of Sponsored Projects  
Administration  
Woody Hall 315  
Southern Illinois University  
Carbondale, IL 62901  
Phone: (618) 453-4541  
[sonjie@siu.edu](mailto:sonjie@siu.edu)

10. Southern Illinois University  
Edwardsville

*Technical Representative(s)*

Jerry Weinberg  
Associate Provost for Research and  
Dean of the Graduate School  
Southern Illinois University  
Edwardsville  
Rendleman Hall Room 2215  
Edwardsville, IL 62026-1046  
Phone: (618) 650-3010  
Fax: (618) 650-3523  
[jweinbe@siue.edu](mailto:jweinbe@siue.edu)

*Administrative Representative(s)*

Susan Morgan  
Associate Dean for Research and  
Graduate Studies  
Graduate School.  
Southern Illinois University  
Edwardsville  
Rendleman Hall Room 2215  
Edwardsville, IL 62026-1046  
Phone: (618) 650-3010  
Fax: (618) 650-3523  
[smorgan@siue.edu](mailto:smorgan@siue.edu)

11. The Board of Trustees of the  
University of Illinois

*Technical Representative(s)*

Jeffrey Brawn  
Professor and Head

Department of Natural Resources  
and Environmental Sciences  
W-503B Turner Hall  
University of Illinois at Urbana-  
Champaign  
1102 South Goodwin Avenue  
Urbana, IL 61801  
Phone: (217) 244-5937  
Fax: (217) 244-2521  
[jbrawn@illinois.edu](mailto:jbrawn@illinois.edu)

*Administrative Representative(s)*

Linda Williams  
Director, Pre-Award  
Sponsored Programs Administration  
University of Illinois  
1901 South First Street, Suite A,  
MC-685  
Champaign, IL 61820  
Phone: (217) 333-2187  
[spapreaward@illinois.edu](mailto:spapreaward@illinois.edu)

12. University of Iowa

*Technical Representative(s)*

Gabriele Villarini  
Director, IIHR—Hydroscience &  
Engineering  
University of Iowa  
107C SHL  
Iowa City, IA 52242  
Phone: (319) 384-0596  
[gabriele-villarini@uiowa.edu](mailto:gabriele-villarini@uiowa.edu)

Carmen Langel, MBA  
Director of Development and  
Communications, IIHR—  
Hydroscience & Engineering  
Managing Director, Iowa Flood  
Center  
University of Iowa  
107B SHL  
Iowa City, IA 52242-1585  
Phone: (319) 335-5841  
[carmen-langel@uiowa.edu](mailto:carmen-langel@uiowa.edu)

*Administrative Representative(s)*

Erin Brothers  
Senior Sponsored Research  
Specialist  
Division of Sponsored Programs  
2 Gilmore Hall  
University of Iowa  
Iowa City, IA 52242  
Phone: (319) 384-1930  
[erin-brothers@uiowa.edu](mailto:erin-brothers@uiowa.edu)

13. University of Kansas

*Technical Representative(s)*

Donald Huggins  
Senior Scientist  
Kansas Biological Survey  
Director, Central Plains Center for  
BioAssessment  
35A Higuchi Hall  
University of Kansas  
2101 Constant Ave  
Lawrence, KS 66047-3759  
Phone: (785) 864-1548  
[dhuggins@ku.edu](mailto:dhuggins@ku.edu)

*Administrative Representative(s)*

Lucille Marino  
Associate Director  
Office of Research  
Youngberg 238  
University of Kansas  
2385 Irving Hill Road  
Lawrence, KS 66045  
Phone: (785) 864-7439  
[marino@ku.edu](mailto:marino@ku.edu)

14. University of Memphis

*Technical Representative(s)*

Brian Waldron  
Associate Professor, Civil  
Engineering and  
Director, Center for Applied Earth  
Science and Engineering  
Research (CAESER)

110D Engineering Science Building  
University of Memphis  
Memphis, TN 38152  
Phone: (901) 678-3283  
Fax: (901) 678-3026  
[bwaldron@memphis.edu](mailto:bwaldron@memphis.edu)

*Administrative Representative(s)*

Deborah Hernandez  
Director, Research Development  
Division of Research and  
Sponsored Programs  
Administration 308  
University of Memphis  
Memphis, TN 38152  
Phone: (901) 678-2648  
[dhernndz@memphis.edu](mailto:dhernndz@memphis.edu)

15. University of Minnesota

*Technical Representative(s)*

Michael A. Kilgore  
Professor and Head  
Department of Forest Resources  
College of Food, Agriculture and  
Natural Resources Sciences  
University of Minnesota  
1530 Cleveland Avenue N, 115  
Green Hall  
St. Paul, MN 55108  
Phone: (612) 624-3400  
[mkilgore@umn.edu](mailto:mkilgore@umn.edu)

*Administrative Representative(s)*

Kevin McKoskey  
Director  
Office of Sponsored Projects  
Administration  
University of Minnesota  
450 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455  
Phone: (612) 624-5066  
Fax: (612) 624-4843  
[kevin@umn.edu](mailto:kevin@umn.edu)

16. University of Notre Dame  
*Technical Representative(s)*

Paul W. Bohn  
Professor  
Department of Chemical and  
Biomolecular Engineering  
301 Cushing Hall  
University of Notre Dame  
Notre Dame, IN 46556  
Phone: (547) 631-1849  
[pbohn@nd.edu](mailto:pbohn@nd.edu)

*Administrative Representative(s)*

Liz Rulli  
Associate Vice President for  
Research  
Notre Dame Research  
940 Grace Hall  
University of Notre Dame  
Notre Dame, IN 46556  
Phone: (574) 631-3072  
[lrulli@nd.edu](mailto:lrulli@nd.edu)

17. University of Wisconsin–Extension

*Technical Representative(s)*

Rebecca Power  
Director, North Central Region  
Water Network  
UWEX Environmental Resources  
Center  
University of Wisconsin-Extension  
445 Henry Mall, Room 202  
Madison, WI 53706  
Phone: (608) 263-3425  
[RLPower@wisc.edu](mailto:RLPower@wisc.edu)

*Administrative Representative(s)*

Margaret Erickson  
Acting Director  
Office of Extramural Support  
University of Wisconsin-Extension  
UW-Extension Building  
432 N. Lake Street  
Madison, WI 53706

Phone: (608) 263-6470  
[margaret.erickson@uwex.edu](mailto:margaret.erickson@uwex.edu)

18. Winona State University

*Technical Representative(s)*

Charla S. Miertschin  
Dean  
College of Science and Engineering  
Pasteur 101  
Winona State University  
175 West Mark Street  
Winona, MN 55987  
Phone: (507) 457-5585  
[CMiertschin@winona.edu](mailto:CMiertschin@winona.edu)

*Administrative Representative(s)*

Brett Ayers  
Director  
Office of Grants and Sponsored  
Projects  
Maxwell 155  
Winona State University  
175 West Mark Street  
Winona, MN 55987  
Phone: (507) 457-5519  
[BAyers@winona.edu](mailto:BAyers@winona.edu)

19. Audubon Minnesota

*Technical Representative(s)*

Matthew Anderson  
Executive Director/Vice President  
Audubon Minnesota  
2357 Ventura Drive, Suite 106  
St. Paul, MN 55125  
Phone: (651) 739-9332  
[manderson@audubon.org](mailto:manderson@audubon.org)

20. Audubon Missouri

*Technical Representative(s)*

Ken Buchholz  
Director, Audubon Center at  
Riverlands  
301 Riverlands Way

West Alton, MO 63386  
Phone: (636) 899-0090  
[kbuchholz@audubon.org](mailto:kbuchholz@audubon.org)

One Confluence Way  
East Alton, IL 62024  
Phone: (618) 468-2870  
[lguyon@lc.edu](mailto:lguyon@lc.edu)

21. Conservation Federation of Missouri

*Technical Representative(s)*

Brandon Butler  
Executive Director  
Conservation Federation of Missouri  
728 W Main Street  
Jefferson City, MO 65101-1559  
Phone: (573) 634-2322  
Fax: (573) 634-8205  
[bbutler@confedmo.org](mailto:bbutler@confedmo.org)

Linda T. Chapman  
Vice President, Academic Affairs  
Lewis and Clark Community College  
5800 Godfrey Road, CW 2319  
Godfrey, IL 62035  
Phone: (618) 468-4000  
[lchapman@lc.edu](mailto:lchapman@lc.edu)

*Administrative Representative(s)*

Lori Artis  
Vice President, Administration  
Lewis and Clark Community College  
5800 Godfrey Road, CW 4327  
Godfrey, IL 62035  
Phone: (618) 468-3000  
Fax: (618) 468-7820  
[lartis@lc.edu](mailto:lartis@lc.edu)

22. Missouri Botanical Garden

*Technical Representative(s)*

James Solomon  
Curator of Herbarium  
Missouri Botanical Garden  
PO Box 299  
St. Louis, MO 63166-0299  
Phone: (314) 577-9507  
[jim.solomon@mobot.org](mailto:jim.solomon@mobot.org)

24. National Mississippi River Museum  
and Aquarium

*Technical Representative(s)*

Kurt Strand  
President and CEO  
National Mississippi River Museum  
and Aquarium  
350 East 3rd Street  
Dubuque, IA 52001  
Phone: (563) 557-9545  
[kstrand@rivermuseum.com](mailto:kstrand@rivermuseum.com)

*Administrative Representative(s)*

James S. Miller  
Senior Vice President, Science and  
Conservation  
Missouri Botanical Garden  
4344 Shaw Blvd  
St. Louis, MO 63110  
Phone: (314) 577-5100  
[james.miller@mobot.org](mailto:james.miller@mobot.org)

*Administrative Representative(s)*

Tom Lange  
Director of Finance and Accounting  
National Mississippi River Museum  
and Aquarium  
350 East 3rd Street  
Dubuque, IA 52001  
Phone: (563) 557-9545  
[tlange@rivermuseum.com](mailto:tlange@rivermuseum.com)

23. National Great Rivers Research and  
Education Center

*Technical Representative(s)*

Lyle Guyon  
Senior Research Scientist,  
Terrestrial  
National Great Rivers Research and  
Education Center

## ARTICLE V. AWARD

- A. Upon signature of all parties to this Agreement, the CESU Network National Office shall administer support funding to the Great Rivers CESU Host University in furtherance of the Agreement, to be authorized and executed by a modification to the Agreement. The amount of funding shall be determined in accordance with CESU Council annual host institution support guidelines.
- B. Payments will be made by the Federal Agencies for work in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically, 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).
- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications or task agreements, with exceptions listed in Article V. paragraphs C.1., C.2., and C.3. (below). Refer to agency-specific policy and guidance for additional information regarding approval and implementation under 2 CFR 200, as appropriate (e.g., DOI-AAAP-0007 [Department of the Interior]; FAM-2015-02 [Department of Commerce]).
1. The USFS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 U.S.C. § 3103(18) and 7 U.S.C. § 3319. Indirect costs may be used to satisfy USFS cost sharing requirements of at least a minimum of 20% of total project costs. It is recommended that cost-sharing is greater than 20% in accordance with the Forest Service Handbook FSH1509.11, Chapter 70.
  2. For NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 704 of Pub. L. 114-113.
  3. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the Agreement.
- D. Award of additional funds or in-kind resources will be made through modifications to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

## **ARTICLE VI. PRIOR APPROVAL**

Prior approvals are in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works).

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

- A. Reports in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Great Rivers 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 Great Rivers CESU will be agreed to and maintained by all Great Rivers 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 Great Rivers CESU and will:
  - 1. Describe the Great Rivers 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 Rivers 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 Great Rivers CESU. Copies of the strategic plan will be available to all parties to the Agreement.

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

Property utilization and disposition is in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

## **ARTICLE IX. TERMINATION**

Termination of this Agreement is in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works). Any party to this Agreement may terminate its participation by delivery of ninety (90) days advance written notice to each of the Federal Agencies and the Host University.

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

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

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with applicable requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religion, or sex in providing of facilities and services to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. § 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.



4. OFFICIALS NOT TO BENEFIT: No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. § 1913 (Lobbying with Appropriated Moneys), which states:

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

6. LIABILITY PROVISION:

a) Governmental Parties

- (1) The Federal Agencies (excluding the U.S. Forest Service), Host University, and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by their respective applicable laws, including laws concerning self-insurance.
- (2) To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (1), (2), and (3) for non-governmental parties stated below.
- (3) This provision is applicable to the U.S. Forest Service acting by and through the Forest Service, USDA does hereby recognize potential liability for payment of claims for injury or loss of property of personal injury or death caused by the Government, or any officer, agent or employee

thereof, while acting within the scope of his/her office of employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred (28 U.S.C. §§1346 (b), 2672 et seq.).

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

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

- a) Provisions applicable to a recipient that is a private entity.
  - (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- ii Procure a commercial sex act during the period of time that the award is in effect; or
  - iii Use forced labor in the performance of the award or subawards under the award.
- (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
- i Is determined to have violated a prohibition in paragraph (a) (1) of this award term; or
  - ii Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a) (1) of this award term through conduct that is either—
    - (a) Associated with performance under this award; or
    - (b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), and 7 CFR Part 3017 (Department of Agriculture).
- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- (1) Is determined to have violated an applicable prohibition in paragraph (a) (1) of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a) (1) of this award term through conduct that is either—
    - i Associated with performance under this award; or
    - ii Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1125 (Department of

Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), and 7 CFR Part 3017 (Department of Agriculture).

c) Provisions applicable to any recipient.

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) (1) of this award term.
- (2) Our right to terminate unilaterally that is described in paragraph (a) (2) or (b) of this section:
  - i Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - ii Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3) You must include the requirements of paragraph (a) (1) of this award term in any subaward you make to a private entity.

d) *Definitions*. For purposes of this award term:

- (1) *“Employee”* means either:
  - i An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2) *“Forced labor”* means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (3) *“Private entity”* means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes:

i A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii A for-profit organization.

(4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

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

9. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658

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

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

“Worker”—

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

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

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

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

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

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage Rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any

price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

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

with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

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



- (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
  - i Name, address, and social security number;
  - ii The worker's occupation(s) or classification(s);
  - iii The rate or rates of wages paid;
  - iv The number of daily and weekly hours worked by each worker;
  - v Any deductions made; and
  - vi Total wages paid.
- (2) The Recipient shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.
- (3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
- (4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.
- h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and

the contracting agency, the Department of Labor, or the workers or their representatives.

- i) *Antiretaliation*. The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance*. The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards*. The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**B. SPECIAL PROVISIONS:**

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

**ARTICLE XI: DOCUMENTS INCORPORATED BY REFERENCE**

The following are to be incorporated into this Agreement:

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

- ARTICLE I. SF-424 – Application for Financial Assistance
- ARTICLE II. SF-424a – Budget for Non-Construction
- ARTICLE III. SF-424b – Assurances for Non-Construction
- ARTICLE IV. SF-424c – Budget for Construction
- ARTICLE V. SF-424d – Assurances for Construction

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

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

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

- 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 CESU Project Award Modification Template](#)
- ATTACHMENT 5 – USDA Forest Service, Northern Research Station, Joint Venture Agreement Provisions

Attachment documents 1, 2, 3, and 4 are available on the CESU Network website ([www.cesu.org](http://www.cesu.org)).

## **ARTICLE XIII. AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

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

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

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

- F. Farm Service Agency
- G. U.S. Forest Service
- H. Natural Resources Conservation Service

U.S. DEPARTMENT OF DEFENSE

I. Office of the Assistant Secretary of Defense for Energy, Installations,  
and Environment

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

K. THE CURATORS OF THE UNIVERSITY OF MISSOURI (HOST)

L. Drake University

M. Indiana University

N. Iowa State University

O. Lincoln University

P. Missouri State University

Q. Saint Louis University

R. Saint Mary's University of Minnesota

S. Southeast Missouri State University

T. Southern Illinois University

U. Southern Illinois University Edwardsville

V. The Board of Trustees of the University of Illinois

W. University of Iowa

X. University of Kansas

Y. University of Memphis

Z. University of Minnesota

AA. University of Notre Dame

BB. University of Wisconsin–Extension

CC. Winona State University

DD. Audubon Minnesota

EE. Audubon Missouri

FF. Conservation Federation of Missouri

GG. Missouri Botanical Garden

HH. National Great Rivers Research and Education Center

II. National Mississippi River Museum and Aquarium

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

**A. Bureau of Indian Affairs**



\_\_\_\_\_  
Darryl LaCounte  
Director, Bureau of Indian Affairs (Acting)  
U.S. Department of the Interior

7-30-2018

Date

BRIAN  
SCHOELLKOPF

Digitally signed by  
BRIAN SCHOELLKOPF  
Date: 2018.08.02  
07:39:29 -04'00'

\_\_\_\_\_  
Brian Schoellkopf  
Grants Management Specialist

\_\_\_\_\_  
Date

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

**B. Bureau of Land Management**



Mitchell Leverette  
Acting State Director  
Eastern States Office

8/20/2018  
Date



Brandon Riley  
Grants Management Officer

8/20/2018  
Date

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

C. U.S. Fish and Wildlife Service

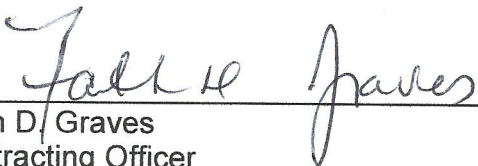


Grayson Reutz  
Grants Management Specialist

7/20/2018  
Date

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

D. U.S. Geological Survey

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

7/23/18  
Date



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

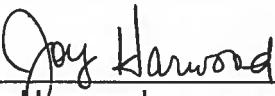
**E. National Park Service**

  
\_\_\_\_\_  
Nancy Finley  
Associate Regional Director, NRSS

8-9-18  
Date

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

F. USDA Farm Production and Conservation Business Center  
[obo FSA]

  
\_\_\_\_\_  
Joy Harwood  
Director, Economic and Policy Analysis Division

11/16/18  
Date

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

G. U.S. Forest Service

  
\_\_\_\_\_  
David Garrison  
Grants and Agreements Specialist  
Northern Research Station

7/19/18  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)


H. Natural Resources Conservation Service

  
\_\_\_\_\_  
Thomas W. Christensen  
Associate Chief For Operations

  
\_\_\_\_\_  
Date

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

I. Office of the Assistant Secretary of Defense for Energy, Installations,  
and Environment

  
\_\_\_\_\_  
Alison A. Dalsimer  
Program Manager, DoD Natural Resources

7.25.2018  
Date

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

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

**WHITTEN.CHELSEA.M  
.1139493768**

Digitally signed by WHITTEN.CHELSEA.M.1139493768  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA, cn=WHITTEN.CHELSEA.M.1139493768  
Date: 2018.07.24 19:51:27 -05'00'

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Chelsea Whitten  
Lead Contract Specialist  
ERDC Contracting Office

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Date

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

K. THE CURATORS OF THE UNIVERSITY OF MISSOURI (HOST)



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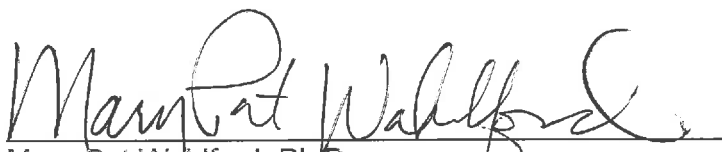
Michelle L. Leaton  
Assistant Pre-Award Manager and Authorized Signer - 00064044

08/06/2018

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Drake University

A handwritten signature in cursive script that reads "Mary Pat Wohlford". The signature is written in black ink and is positioned above a horizontal line.

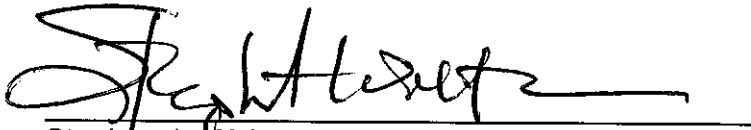
Mary Pat Wohlford, Ph.D.  
Director, Sponsored Programs and Grants Management

8/7/18  
Date



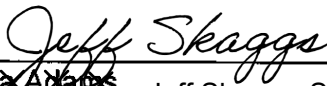
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. Indiana University



Stephen A. Wolter  
Executive Director, Eppley Institute for Parks and Public Lands

July 26, 2018  
Date



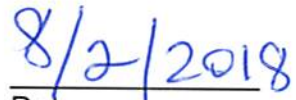
~~Tisha Adams~~ Jeff Skaggs, Senior Contract Officer  
~~Assistant Director of Research Contracting~~

7/27/18  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)


N. Iowa State University

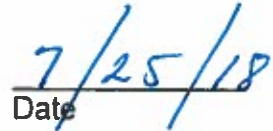
  
\_\_\_\_\_  
Tammy Polaski  
Associate Director  
Office of Sponsored Programs Administration

  
\_\_\_\_\_  
Date

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

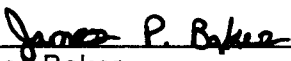
O. Lincoln University


  
\_\_\_\_\_  
Dr. Jerald Jones Woolfolk  
President

  
\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. Missouri State University

  
\_\_\_\_\_  
Dr. James Baker  
Vice President, Research and Economic Development

  
\_\_\_\_\_  
Date

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

Q. Saint Louis University

Alexis L. Bruce-Staudt Digitally signed by Alexis L. Bruce-Staudt  
DN: cn=Alexis L. Bruce-Staudt, o, ou=Executive Director, Grant  
Operation (GO) Centers, email=alexis.brucestaudt@slu.edu, c=US  
Date: 2018.08.24 15:32:27 -05'00'

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Alexis L. Bruce-Staudt  
Executive Director, Grant Operation (GO) Centers

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Date

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

R. Saint Mary's University of Minnesota

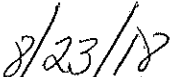
  
Benjamin Murray  
Vice President for Financial Affairs

08/23/2018  
Date

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

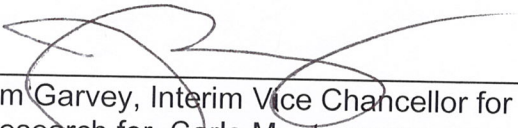
S. Southeast Missouri State University

  
\_\_\_\_\_  
Kathy M. Mangels  
Vice President Finance and Administration

  
\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. Southern Illinois University

  
\_\_\_\_\_  
Jim Garvey, Interim Vice Chancellor for  
Research for Carlo Montemagno,  
Chancellor, Southern Illinois University

7/24/18  
\_\_\_\_\_  
Date



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

U. Southern Illinois University Edwardsville



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Jerry B. Weinberg, Associate Provost for Research  
and Dean of the Graduate School, for Randall  
Pembroke, Chancellor of Southern Illinois University  
Edwardsville, for the Board of Trustees of Southern  
Illinois University Governing Southern Illinois  
University Edwardsville


7/23/18

Date

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

V. The Board of Trustees of the University of Illinois

  
\_\_\_\_\_  
Avijit Ghosh  
Vice President/Chief Financial Officer and Comptroller

  
\_\_\_\_\_  
Date

   
\_\_\_\_\_  
Signature of Comptroller Delegate, Date  
  
Robin Beach, Associate Director

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

W University of Iowa

DocuSigned by:  
*Wendy Beaver*  
7A3F87C14F694DB...

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Wendy Beaver  
Executive Director  
Division of Sponsored Programs


8/24/2018

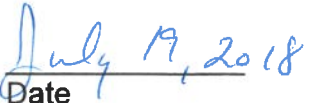
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Date

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

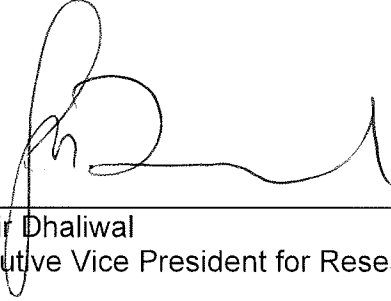
X. University of Kansas

  
\_\_\_\_\_  
Alicia M. Reed  
Assistant Vice Chancellor  
Office of Research

  
\_\_\_\_\_  
Date

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

Y. University of Memphis



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Jasbir Dhaliwal  
Executive Vice President for Research and Innovation

7/18/18  
Date

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


Z. University of Minnesota

  
\_\_\_\_\_  
Kevin McKoskey  
~~Senior Grants Manager~~ Director  
Office of Sponsored Projects Administration

7/20/18  
Date

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

AA. University of Notre Dame



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Greg Luttrell  
Director, Research Contracts

July 18, 2018

Date

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

BB. University of Wisconsin–Extension

  
\_\_\_\_\_  
Margaret Erickson  
Acting Director, Office of Extramural Support

8/30/18  
Date



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

CC. ~~BB.~~ Winona State University

*Charla S Miertschin*

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Charla S. Miertschin  
Dean, College of Science and Engineering

7/23/18

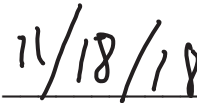
Date

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

DD. National Audubon Society, Inc. dba Audubon Minnesota



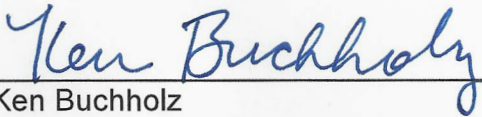
Rebecca Sanders  
Vice President  
Great Lakes and Upper Mississippi Flyway

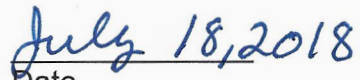


Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)


EE. ∅∅. National Audubon Society, Inc. dba Audubon Missouri

  
\_\_\_\_\_  
Ken Buchholz  
Director, Audubon Center at Riverlands

  
\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)


FF. Conservation Federation of Missouri

  
Brandon Butler  
Executive Director

11/5/18  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

GG. ~~FF~~. Missouri Botanical Garden

  
\_\_\_\_\_  
Dr. James S. Miller  
Senior Vice President, Science and Conservation

3 Aug 2018  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

HH. ~~DD~~. National Great Rivers Research and Education Center




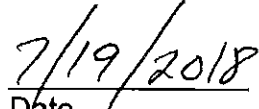
Dale T. Chapman, Ed.D.  
President, Lewis and Clark Community College  
Chair, National Great Rivers Research and Education Center

7-19-18  
Date

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

II. Z. National Mississippi River Museum and Aquarium

  
\_\_\_\_\_  
Tom Lange  
Director of Finance and Accounting

  
\_\_\_\_\_  
Date



FS Agreement No.

18-JV-11242311-093

**GREAT RIVERS  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**USDA FOREST SERVICE, NORTHERN RESEARCH STATION  
JOINT VENTURE AGREEMENT PROVISIONS ATTACHMENT**

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

Title: Great Rivers CESU

**I.** The following Joint Venture Agreement provisions are incorporated into the Master Great Rivers CESU **Task Agreements** where the USDA Forest Service, Northern Research Station is a party. In consideration of the above premises, the parties agree as follows:

**II. THE COOPERATOR SHALL:**

- A. LEGAL AUTHORITY: The Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. ENVIRONMENTAL STANDARDS. The Cooperator shall comply with environmental standards pursuant to the notification of violating facilities in E.O. 11738.
- C. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- D. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. The Cooperator may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-Government employees with unescorted access





to U.S. Forest Service facilities and computer systems shall have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.

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

(See individual Task Agreements)

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

- A. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.
- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator is/are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

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

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



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

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed



form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

- H. **ELIGIBLE WORKERS.** The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- I. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** The Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- J. **STANDARDS FOR FINANCIAL MANAGEMENT.**

### **1. Financial Reporting**

The Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

### **2. Accounting Records**

The Cooperator shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

### **3. Internal Control**

The Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The Cooperator shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. The Cooperator shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

### **4. Source Documentation**



The Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents. These documents must be made available to the U.S. Forest Service upon request.

- K. INDIRECT COSTS AND TUITION REMISSION. In accordance with 7 U.S.C. 3319, indirect costs and tuition remission are not reimbursable to a State Cooperative Institution, as defined in 7 U.S.C. 3103 (18), under this agreement. Indirect costs and tuition remission, however, may be used by a State cooperative institution to satisfy matching or cost-sharing requirements.

L. INDIRECT COST RATES- PARTNERSHIP

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

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

M. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. The Cooperator shall apply the standards set forth in this Provision to account for program income earned under the agreement.



2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which the Cooperator did not anticipate at the time of the award must be used to reduce the Federal agency and the Cooperator contributions rather than to increase the funds committed to the project.
  3. Unless the terms and conditions of the agreement provide otherwise, the Cooperator shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
  4. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.
  5. Unless the terms and conditions of the agreement provide otherwise, the Cooperator shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.
- N. OVERPAYMENT. Any funds paid to the Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the U.S. Forest Service:
- Any interest or other investment income earned on advances of agreement funds; or
  - Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;
- If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:
1. Making an administrative offset against other requests for reimbursement.
  2. Withholding advance payments otherwise due to the Cooperator.
  3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).
- Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.



- O. AGREEMENT CLOSEOUT. The Cooperator shall close out the agreement within 90 days after expiration or notice of termination.

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

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the Cooperator.

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

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

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

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

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

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

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



- R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- S. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- T. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Cooperator’s established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Cooperator must maintain cost and price analysis documentation for potential U.S. Forest Service review. The Cooperator is/are encouraged to utilize small businesses, minority-owned firms, and women’s business enterprises.
- U. GOVERNMENT-FURNISHED PROPERTY. The Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The Cooperator shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property. *Cooperator Liability for Government Property.*
1. Unless otherwise provided for in the agreement, the Cooperator shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
    - a. The risk is covered by insurance or the Cooperator is/are otherwise reimbursed (to the extent of such insurance or reimbursement).



- b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Cooperator's managerial personnel. The Cooperator's managerial personnel, in this clause, means the Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Cooperator's business; all or substantially all of the Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
  2. The Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperator shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
  3. The Cooperator shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
  4. Upon the request of the Grants & Agreements Specialist, the Cooperator shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- V. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- W. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

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

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





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

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

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

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



- Z. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- AA. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- BB. INTERNATIONAL TRAVEL. When U.S. Forest Service funds are used, and no Federal, statutory exceptions apply, the Cooperator shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States Government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).
- CC. COPYRIGHTING. The Cooperator is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.
- No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.
- This provision includes:
1. The copyright in any work developed by the Cooperator under this agreement.
  2. Any right of copyright to which the Cooperator purchase(s) ownership with any Federal contributions.
- DD. U.S. FOREST SERVICE CODE OF SCIENTIFIC ETHICS. All persons performing under this agreement shall be aware of and perform according to the U.S. Forest Service Code of Scientific Ethics found at:  
[http://www.fs.fed.us/research/publications/fs\\_code\\_of%20scientific\\_ethics.pdf](http://www.fs.fed.us/research/publications/fs_code_of%20scientific_ethics.pdf)



- EE. USDA GUIDELINES FOR QUALITY OF INFORMATION. This agreement is subject to the “Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies; Republication” and the “USDA Guidelines for Quality of Information” which can be found at <http://www.fs.fed.us/qoi/>.
- FF. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
  - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
    - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
    - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- GG. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.



**VI. SIGNATURE:**

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

David Garrison, Grants Management Specialist  
U.S. Forest Service, Northern Research Station

Date

Burden Statement

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

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