GREAT LAKES-NORTHERN FORESTS
COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE and JOINT VENTURE AGREEMENT

between

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

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

NATIONAL AERONAUTICS and SPACE ADMINISTRATION
NASA

DEPARTMENT OF THE ARMY
US Army Corps of Engineers – Civil Works

And

UNIVERSITY OF MINNESOTA (HOST)
Fond du Lac Tribal and Community College
Indiana University
Michigan State University
Michigan Technological University
Minnesota State University, Mankato
Southern University and A&M College
SUNY-College of Environmental Science and Forestry
University of Iowa
University of Massachusetts, Amherst
ARTICLE I - BACKGROUND AND OBJECTIVES

A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Geological Survey–Biological Resources Division, National Park Service, U.S. Forest Service, Natural Resources Conservation Service, National Aeronautic and Space Administration, and the US Army Corps of Engineers (hereinafter called Federal Agencies), and the University of Minnesota and its partner institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Great Lakes-Northern Forests Cooperative Ecosystem Studies Unit (CESU). This continuation of the Great Lakes-Northern Forests 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 Lakes-Northern Forests CESU is associated with a national network of CESUs.

B. The objectives of the Great Lakes-Northern Forests Cooperative Ecosystem Studies Unit (CESU) are to:

- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;

- Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple
scales and in an ecosystem context at the local, regional, and national level; and

- Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.

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

D. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 43 U.S.C. 36d, 16 U.S.C. 1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into this cooperative agreement to continue the Great Lakes-Northern Forests CESU to assist in providing research, technical assistance and education.

E. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j, 16 U.S.C. 5933, and U.S.C. 5934, the NPS is authorized to enter into cooperative agreements with public and private institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training programs concerning the resources of the National Park System.

F. The U.S. Department of Agriculture Forest Service (hereinafter called USDA FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 (b) the USDA FS is authorized to enter into a joint venture agreement to establish the Great Lakes-Northern Forests CESU to assist in providing research, technical assistance and education.
G. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 of P.L. 106-387, 7 U.S.C. 6962a, NRCS is authorized to enter into the cooperative agreement establishing the Great Lakes-Northern Forests CESU to assist in providing research, technical assistance and education.

H. The National Aeronautic and Space Administration Among the National Aeronautics and Space Administration's (hereinafter called NASA) missions is the utilization of aeronautical and space activities for scientific purposes, encompassing research designed to expand knowledge of the Earth, its resources, and the effects of climatic change on the transformation of its ecological systems. In addition, NASA is responsible for the environmental stewardship of the land, water, and wildlife resources under its control. In accordance with Section 203(c) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. 2473(c), NASA is authorized to enter into a cooperative agreement to establish the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance and education.

I. The US Army Corps of Engineers – Civil Works (hereinafter called the USACE-CECW) provides assistance in the development and management in the nation's water resources. The main missions of USACE-CECW, 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 non federal 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 resource management. In accordance with Title 10 U.S.C. 2358, Title 33 U.S.C. 2323a and 10 U.S.C 3036(d), USACE-CW is authorized to enter into the cooperative agreement with the Gulf Coast CESU enabling the USACE-CW to receive direct scientific support from regional CESU members. The US Army Corps of Engineers-Civil Works (USACE-CECW) is included in the Gulf Coast CESU as a Federal Agency Partner under agreement number W912HZ-07-2-0038 for a cumulative amount not-to-exceed $25,000,000.00.

J. The University of Minnesota (hereinafter called Host University), a land grant university, founded in the belief that all people are enriched by understanding, is dedicated to the advancement of learning and the search for truth; to the sharing of this knowledge through education for a diverse community; and to the application of this knowledge to benefit the people of the state, the nation, and the world. The University's mission, carried out on multiple campuses throughout the state and beyond is threefold: Research and Discovery,
Teaching and Learning, and Outreach and Public Service. In all its activities, the University strives to sustain an open exchange of ideas in an environment that embodies the values of academic freedom, responsibility, integrity, and cooperation; that provides an atmosphere of mutual respect, free from racism, sexism, and other forms of prejudice and intolerance; that assists individuals, institutions, and communities in responding to a continuously changing world; that is conscious of and responsive to the needs of the many communities it is committed to serving; that creates and supports partnerships within the University, with other educational systems and institutions, and with communities to achieve common goals; and that inspires, sets high expectations for, and empowers individuals within its community.

K. The partner institutions to the Host University include Fond du Lac Tribal and Community College, Indiana University, Michigan State University, Michigan Technological University, Minnesota State University, Mankato, Southern University and A&M College, SUNY-College of Environmental Science and Forestry, University of Iowa, University of Massachusetts, Amherst, University of Toledo, University of Vermont and State Agricultural College, University of Wisconsin, Madison, West Virginia University, American Indian Science and Engineering Society, Great Lakes Commission, Great Lakes Forest Alliance, International Association for Great Lakes Research, Minnesota Department of Natural Resources, National Council for Air and Stream Improvement, Inc., The Nature Conservancy, and Science Museum of Minnesota, Cleveland State University, University of Wisconsin-Stevens Point, Northern Michigan University, Stephen F. Austin State University, University of Wisconsin-La Crosse (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 Lakes-Northern Forests 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 Lakes-Northern Forests CESU Managers Committee;
   7. Comply with the Host University’s and Partner Institutions’ rules, regulations, and policies regarding professional conduct, health, safety, use of services
and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;

8. Ensure its employees follow the Code of Ethics for Government Employees;

9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, 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 Lakes-Northern Forests CESU;

2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Lakes-Northern Forests CESU objectives;

3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Great Lakes-Northern Forests CESU objectives, as appropriate;

4. Provide basic administrative and clerical support as appropriate;

5. Provide access for Great Lakes-Northern Forests CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;

6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies personnel to be located at the Host University, as appropriate;

7. Offer educational and training opportunities to participating Federal Agency employees, as appropriate;

8. Encourage its students to participate in the activities of the Great Lakes-Northern Forests CESU;

9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and

10. Maintain a Great Lakes-Northern Forests CESU Managers Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Great Lakes-Northern Forests CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Great Lakes-Northern Forests CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the Great Lakes-Northern Forests CESU.

D. All Federal Agencies, the Host University and Partner Institutions agree to:
1. Maintain the Great Lakes-Northern Forests CESU closely following the mission and goals of the CESU Network as described in the CESU Network Strategic Plan FY2004-2008, adapting key elements to local and regional needs, as appropriate;
2. Maintain a Great Lakes-Northern Forests CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual funding documents in accordance with each agencies' 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 deliverables;
5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement;

ARTICLE III – TERMS OF AGREEMENT
A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be August 2, 2007. Parties will have until August 2, 2007 to sign this Agreement and thereby express their intent to continue participation in the Great Lakes-Northern Forests CESU; parties that do not sign this Agreement by August 2, 2007 will not be participants in the Great Lakes-Northern Forests CESU.

B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Great Lakes-Northern Forests CESU.

C. For the purposes of this Agreement, amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this Agreement.
• For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.

D. For the purposes of this Agreement, modifications or task agreements are specific two-party Agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency’s respective procedures.

E. A separate interagency Agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

F. This Agreement hereby incorporates the following Forest Service provisions required under Joint Venture Agreements by reference. The provisions can be viewed in full text at http://www.fs.fed.us/business/. The following are applicable:

1. International Air Transportation Fair Competitive Practices Act
2. Forest Service Acknowledged in Publications and Audiovisuals
3. Financial Status and Cash Reporting
4. Federal Cost Principals
5. Collection of Amounts Due the Federal Government
6. Taxpayer Identification Number
7. Right to transfer Equipment and Supplies
8. Funding Equipment and Supplies
9. Freedom of Information Act (FOIA)
10. Confidential Information
11. Retention and Access Requirements for Records
12. Modification
13. Commencement/Termination
14. Nondiscrimination
15. Property Improvements
16. Environmental Standards
17. Legal Authority
18. Participation in Similar Activities
19. Extension of Performance Period
20. Termination
21. Availability of Funds
22. Davis-Bacon or Service Contract Act
23. Copyrighting (1)
24. Publication Sale
25. Publishing
26. Electronic Funds Transfer
27. Indirect Costs and Tuition Remission
28. Program Performance Reports
29. Program Income
30. Endorsement
31. Forest Service Liability
32. Patent Rights
33. Payment Procedures

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE IV - KEY OFFICIALS

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

1. Bureau of Land Management
   David Murphy
   Bureau of Land Management
   Eastern States Office
   7450 Boston Boulevard
   Springfield, VA 22153
   Phone: 703-440-1535
   Fax: 703-440-1551
   dave_murphy@blm.gov

2. U.S. Geological Survey-Biological Resources Division
   Kirk Lohman
   U.S. Geological Survey-Biology Discipline
   Upper Midwest Environmental Science Center
   2630 Fanta Reed Road
   LaCrosse, WI 54603
   Phone: 608-781-6375
   Fax: 608-783-6066
   klohman@usgs.gov

3. National Park Service
   Jerrilyn Thompson
   CESU Research Coordinator
   Great Lakes and Northern Forests CESU
   15 Green Hall
   1530 Cleveland Ave, N
   St. Paul, MN 55108
   Phone: 612-624-3699
   Fax: 612-625-5212
   Jerrilyn_thompson@nps.gov

4. USDA Forest Service
   Thomas Schmidt
   Assistant Director
   Northern Research Station
   USDA Forest Service
   1992 Folwell Avenue
   St. Paul, MN 55108
   Phone: 651-649-5260
   Fax: 651-649-5256
   tschmidt@fs.fed.us

Great Lakes-Northern Forests CESU Final Renewal Agreement
5. **Natural Resources Conservation Service**  
Sheryl H. Kunickis  
5601 Sunnyside Avenue  
Room 4-2274  
Beltville, MD 20705-5140  
Phone: 301-504-4787  
Fax: 301-504-6231  
Sheryl.kunickis@usda.gov

6. **National Aeronautics and Space Administration**  
Daniel D. White  
National Aeronautics and Space Administration  
Glenn Research Center  
MS 6-4  
21000 Brookpark Road  
Cleveland, OH 44135  
Phone: 216-433-8620  
Daniel.D.White@nasa.gov

7. **Department of the Army, US Army Corps of Engineers**  
Alfred F. Cofrancesco  
Technical Director, Civil Works, Environmental Engineering & Science  
Department of the Army  
Engineering Research and Development Center  
Corps of Engineers  
Environmental Laboratory  
Waterways Experiment Station, 3909 Halls Ferry Road  
Vicksburg, MS 39180-6199  
AlF.Cofrancesco@erdc.usace.army.mil

B. The technical representatives for the Host University are:

Dorothy Anderson  
Department of Forest Resources  
College of Food, Agricultural and Natural Resource Sciences  
University of Minnesota  
115 Green Hall  
1530 Cleveland Avenue N  
St. Paul, MN 55108  
Phone: 612-624-2721  
Fax: 612-625-5212  
dha@umn.edu  
http://www.umn.edu  
http://fr.cfans.umn.edu/  
http://www.cesu.umn.edu

Great Lakes-Northern Forests CESU Final Renewal Agreement
C. The technical representatives for the Partner Institutions are:

1. **Fond du Lac Tribal and Community College**  
   Jay Sandal  
   Environmental Institute  
   Fond du Lac Tribal and Community College  
   2101 14th Street  
   Cloquet, MN 55720  
   Phone: 218-879-0867  
   Fax: 218-879-0814  
   jsandal@fdltcc.edu  
   [http://www.fdl.cc.mn.us/](http://www.fdl.cc.mn.us/)

2. **Indiana University**  
   Stephen Wolter, Director  
   Eppley Institute for Parks and Public Lands  
   Indiana University  
   HPER 133  
   Bloomington, IN 47405-4801  
   Phone: 812-855-7083  
   Fax: 812-855-3998  
   sawolter@indiana.edu  
   [http://www.iu.edu/](http://www.iu.edu/)

3. **Michigan State University**  
   Thomas G. Coon, Associate Professor & Associate Chairperson  
   Department of Fisheries and Wildlife  
   Michigan State University  
   East Lansing, MI 48824-1222  
   Phone: 517-353-0647  
   Fax: 517-432-1699  
   coontg@msu.edu

4. **Michigan Technological University**  
   David D. Reed  
   Vice President of Research  
   Michigan Technological University  
   1400 Townsend Drive  
   Houghton, MI 49931  
   Phone: 906-487-3043  
   Fax: 906-487-2245  
   ddreed@mtu.edu  
   [http://www.mtu.edu/](http://www.mtu.edu/)

5. **Minnesota State University, Mankato**
Ron Nickerson  
Department of Recreation, Parks and Leisure Services  
Minnesota State University, Mankato  
213 Highland Avenue N  
Mankato, MI  56001  
Phone: 507-389-3201  
Fax: 507-389-2985  
Ronald.Nickerson@MnSU.edu  
http://www.mankato.msus.edu

6. Southern University and A&M College  
Damien Ejigiri  
Nelson Mandela School of Public Policy and Urban Affairs  
Southern University and A&M College  
Box 9656  
Baton Rouge, LA  70813  
Phone: 225-771-3094/3095  
Fax: 225-771-3105  
ejigiri@yahoo.com  
http://www.subr.edu

7. SUNY-College of Environmental Science and Forestry  
William Porter  
SUNY-College of Environmental Science and Forestry  
1 Forestry Drive  
Syracuse, NY  13210  
Phone: 315-470-6798  
wfporter@esf.edu

8. University of Iowa  
Keri Hor nbuckle, Associate Professor  
Department of Civil and Environmental Engineering  
University of Iowa  
4138 SC  
lowa City, IA  52242  
Phone: 319-384-0789  
Fax: 319-385-5660  
keri-hornbuckle@uiowa.edu  
http://www.uiowa.edu/  
http://www.cee.engineering.uiowa.edu/hornbuckle.htm

9. University of Massachusetts, Amherst  
Mathew Kelty, Department Head  
Department of Natural Resources Conservation  
University of Massachusetts, Amherst  
Amherst, MA 01003
10. University of Toledo
Jiquan Chen, Associate Professor
Landscape Ecology and Ecosystem Science and Earth Ecological and Environmental Sciences
Bowman-Oddy Laboratories, Mail Stop 604
University of Toledo
Toledo, OH 43606-3390
Phone: 419-530-2246
Fax: 419-530-4421
jiquan.chen@utoledo.edu
http://www.utoledo.edu/
http://research.eesscience.utoledo.edu/lees/

11. University of Vermont and State Agricultural College
Robert Manning
School of Natural Resources
University of Vermont and State Agricultural College
330 George D. Aiken Center
Burlington, VT 05405
Phone: 802-656-4280
Fax: 802-656-8683
Robert.manning@snr.uvm.edu
http://www.uvm.edu

12. University of Wisconsin, Madison
Richard Straub
Research Division
College of Agricultural and Life Sciences
University of Wisconsin-Madison
146 Agricultural Hall
1450 Linden Drive
Madison, WI 53706
Phone: 608-260-0689
Fax: 608-265-9534
rjstraub@wisc.edu
http://www.wisc.edu

13. West Virginia University
Chad Pierskalla
Division of Forestry
West Virginia University
Dwight A. Gourneau, Director of Professional Development
American Indian Science and Engineering Society
3009 17th Avenue NW
Rochester, MN 55901
Phone: 507-252-9809
dwight@aises.org

15. Great Lakes Commission
Tom Crane, Program Manager
Resource Management
Great Lakes Commission
Argus II Bldg.
400 Fourth Street
Ann Arbor, MI 48103-4816
Phone: 734-665-9135
Fax: 734-665-4370
tcrane@glc.org

16. Great Lakes Forest Alliance
Stefan Bergmann, Executive Director
Great Lakes Forest Alliance
P.O. Box 722
Hayward, WI 54843
Phone: 715-634-2006
Fax: 715-634-2006
stefan@greatforests.org
http://www.lsfa.org

17. International Association for Great Lakes Research
Mary Ginnebaugh, Outreach Committee Co-Chair
International Association for Great Lakes Research
2205 Commonwealth Blvd.
Ann Arbor, MI 48105
Phone: 920-492-5886
Fax: 920-492-5913
ginnem@dnr.state.wi.us
http://www.iaglr.org/

18. **Minnesota Department of Natural Resources**  
Keith Wendt, Manager Science Policy Section  
Office of Management and Budget Services  
Minnesota Department of Natural Resources  
500 Lafayette Road, Box 10  
St. Paul, MN  55155  
Phone: 651-297-7879  
Fax: 651-296-6047  
keith.wendt@dnr.state.mn.us  
http://www.dnr.state.mn.us/

19. **National Council for Air and Stream Improvement, Inc.**  
Jay Unwin, Regional Manager  
National Council for Air and Stream Improvement, Inc.  
Western Michigan University  
A-114 Parkview Campus  
Mail Stop 5436  
Kalamazoo, MI  49008  
Phone: 269-276-3550  
Fax: 269-276-3551  
junwin@ncasi.org  
http://www.ncasi.org/

20. **The Nature Conservancy**  
John Andersen  
The Nature Conservancy  
8 South Michigan Avenue, Suite 2301  
Chicago, IL  60603  
Phone: 312-759-8017  
Fax: 312-759-8409  
jandersen@nc.org  
http://www.nature.org/

21. **The Science Museum of Minnesota**  
Dr. Daniel R. Engstrom, Director  
St. Croix Watershed Research Station  
The Science Museum of Minnesota  
120 West Kellogg Boulevard  
St. Paul, MN  55102  
Phone: 651-433-5953 x 11  
Fax: 651-433-5924  
dre@smm.org  
http://www.smm.org
22. Cleveland State University
Mike Walton
Center for Env. Science, Technology & Policy
Cleveland State University
2121 Euclid Avenue (MC 219)
Cleveland, OH 44115
Phone: 216-687-4860
Fax: 216-687-5393
b.walton@csuohio.edu

23. University of Wisconsin-Stevens Point
Dr. Christine L. Thomas, Interim Dean
College of Natural Resources
University of Wisconsin-Stevens Point
800 Reserve Street
Stevens Point, WI 54481
Phone: 715-346-4185
Fax: 715-346-4554
cthomas@uwsp.edu

24. Northern Michigan University
John Anderton, Ph.D.
Associate Professor of Geography
3119 New Science Facility
Northern Michigan University
Marquette, MN 49855
Phone: 906-227-1140
Fax: 906-227-1621
janderto@nmu.edu

25. Stephen F. Austin State University
Dr. R. Scott Beasley
Dean, Arthur Temple College of Forestry
Box 6109, SFA Station
East College at Raguet
Stephen F. Austin State University
Nacogdoches, TX 75962-6109
Phone: 936-468-3304
Fax: 936-468-2489
sbeasley@sfasu.edu

26. University of Wisconsin-La Crosse
James G. Wiener, Ph.D.
Wisconsin Distinguished Professor
University of Wisconsin-La Crosse
ARTICLE V – AWARD

A. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-87, A-110, A-102, A-122, A-133 and specifically, 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

B. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its funding documents. An exception is that the USDA FS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(17) and 7 USC 3319. In accordance with Forest Service Handbook 1509.11, 62.2, indirect costs may be used to satisfy a “portion” of the USDA FS cost-sharing requirements of 20% (minimum) of total project costs. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of P.L. 107-76.

C. 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 funding document to the Agreement.

D. Award of funds or in-kind resources will be made through modifications to and task agreements or other funding documents under the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification or task agreement. Copies of all modifications and task agreements to the Agreement shall be kept on file with the Host University.

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.

F. Also in accordance with 22 CFR part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers – Civil Works).

ARTICLE VI - PRIOR APPROVAL

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

Also in accordance with 22 CFR part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers – Civil Works).

ARTICLE VII - REPORTS AND/OR DELIVERABLES
A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture) establish uniform reporting procedures for financial and technical reporting.

B. As appropriate, the Host University will convene periodic meetings of Great Lakes-Northern Forests CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) 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 Lakes-Northern Forests CESU will be maintained and agreed to by all Great Lakes-Northern Forests CESU cooperators.

D. Annual work plans will be developed to guide the specific activities of the Great Lakes-Northern Forests CESU and will:
1. Describe the Great Lakes-Northern Forests CESU’s ongoing and proposed research, technical assistance and education activities;
2. Describe anticipated projects and products; and
3. Identify faculty, staff and students involved in the Great Lakes-Northern Forests 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 Lakes-Northern Forests CESU.

G. Also in accordance with 22 CFR part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers – Civil Works).

ARTICLE VIII - PROPERTY UTILIZATION AND DISPOSITION
Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

Also in accordance with 22 CFR part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers – Civil Works).
ARTICLE IX - TERMINATION

Termination of this Agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and requires approval of each of the Federal Agencies and the Host University. Such approval shall not be withheld unreasonably.

Also in accordance with 22 CFR part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers – Civil Works).

ARTICLE X – REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. NON-DISCRIMINATION: All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religious or sex in providing of facilities and service to the public.

2. CONSISTENCY WITH PUBLIC LAWS: Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.

3. APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

4. OFFICIALS NOT TO BENEFIT: No Member of Congress shall be admitted to any share or part of this Agreement or to any benefit to arise thereupon 41 U.S.C 21.

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 or 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. Violations of this section shall constitute violations of Section 1352(a) of title 31.

6. LIABILITY PROVISION:

   Governmental Parties

   The Federal Agencies, Host University and Partner Institutions which are governmental parties, accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law, including laws concerning self-insurance.

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

   Non-governmental Parties

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

B. SPECIAL PROVISIONS:
   1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation 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.
   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 - AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

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

U.S. DEPARTMENT OF AGRICULTURE
   D. U.S. Forest Service
   E. Natural Resources Conservation Service

NATIONAL AERONAUTIC AND SPACE ADMINISTRATION
   F. NASA

DEPARTMENT OF DEFENSE
   G. US Army Corps of Engineers

H. UNIVERSITY OF MINNESOTA (HOST)

I. Fond du Lac Tribal and Community College

Great Lakes-Northern Forests CESU Final Renewal Agreement
J. Indiana University
K. Michigan State University
L. Michigan Technological University
M. Minnesota State University, Mankato
N. Southern University and A&M College
O. SUNY-College of Environmental Science and Forestry
P. University of Iowa
Q. University of Massachusetts, Amherst
R. University of Toledo
S. University of Vermont and State Agricultural College
T. University of Wisconsin, Madison
U. West Virginia University
V. American Indian Science and Engineering Society
W. Great Lakes Commission
X. Great Lakes Forest Alliance
Y. International Association for Great Lakes Research
Z. Minnesota Department of Natural Resources
AA. National Council for Air and Stream Improvement, Inc.
BB. The Nature Conservancy
CC. Science Museum of Minnesota
DD. Cleveland State University
EE. University of Wisconsin-Stevens Point
FF. Northern Michigan University
GG. Stephen F. Austin State University
HH. University of Wisconsin-La Crosse

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management – Eastern States

[Signature]
Alan Barron Bail
Acting State Director

[Date]
7/18/07
ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey–Biological Resources Division

[Signature]
Sherri Ly Bredesen
Contract Officer

07/19/07
Date
ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

C. National Park Service

Theora McVay

7-26-07
ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

D. USDA Forest Service

[Signature]
David Garrison, Grants and Agreements Specialist
Northern Research Station  

[Date]
7/23/07
ARTICLE XIII – AUTHORIZING SIGNATURES (cont.)

E. Natural Resources Conservation Service

[Signature]
Katherine Gugulis
Deputy Chief for Management

7/27/07
Date
ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

F. National Aeronautic and Space Administration

[Signature]

Daniel D. White

Date: 7/26/07
ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

G. US Army Corps of Engineers

[Signature]
Laurie A. Bagby
Grants Officer

2/3/2007
Date
ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

H. University of Minnesota

Kevin McKoskey
Senior Grants Manager
Office of Sponsored Projects Administration

Dorothy H. Anderson, Ph.D.
Coordinator, Great Lakes-Northern Forest CESU

7/24/09
Date

27 Jun 2007
Date

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

I. Fond du Lac Tribal and Community College

[Signature]
Donald R. Ray

7-26-07
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. Indiana University

[Signature]
Stephen A. Wolter
Executive Director, Eppley Institute for Parks & Public Lands
Technical Representative

[Signature]
Steve Martin
Assistant Vice President for Research

6/28/2007

Date

7-17-07

Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. Michigan State University

Daniel T. Evon  
6/24/07  
Date

Daniel T. Evon, Director  
Contract & Grant Administration

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. Michigan Technological University

Daniel D. Reed  
David D. Reed  
7/9/07  
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. Minnesota State University, Mankato

Richard J. Straka  
7/2/07  Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. Southern University and A&M College

[Signature]

Margaret S. Ambrose
Interim Chancellor

6/21/07

Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

O.  SUNY-College of Environmental Science and Forestry

[Signature]
Cornelius B. Murphy, Jr.

[Date] 7/6/07

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. University of Iowa

Twila Fisher-Reighley

7/31/07

Date

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Q. University of Massachusetts, Amherst

Jennifer A. Donais
CRA
Associate Director

12-20-07

7-25-07
Date

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

R. University of Toledo

______________________________       
Frank Calzonetti                   Date
GREAT LAKES-NORTHERN FORESTS
OPERATIVE ECOSYSTEM STUDIES UNIT

OPERATIVE and JOINT VENTURE AGREEMENT

between

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

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

NATIONAL AERONAUTICS and SPACE ADMINISTRATION
NASA

DEPARTMENT OF THE ARMY
US Army Corps of Engineers – Civil Works

And

UNIVERSITY OF MINNESOTA (HOST)
Fond du Lac Tribal and Community College
Indiana University
Michigan State University
Michigan Technological University
Minnesota State University, Mankato
Southern University and A&M College
SUNY-College of Environmental Science and Forestry
University of Iowa
University of Massachusetts, Amherst

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

S. University of Vermont and State Agricultural College

[Signature]
Ruth Farrell

Ruth Farrell, Associate Vice President
for Research Administration

JUN 25 2007
Date

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

T. University of Wisconsin, Madison

[Signature]

Diane Barrett

Stephanie Gray, Admin. Officer
Research & Sponsored Programs

[Signature]

7/23/2007
Date

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

U. West Virginia University

[Signature]

John D. Weete  7-19-07  Date

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

V. American Indian Science and Engineering Society

Dwight Gourneau for Pam Silas, AISES Executive Director

7-25-07 Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

W. Great Lakes Commission

\[Signature\]

Tom Crane

7-24-07

Date

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

X. Great Lakes Forest Alliance

[Signature]

Stefan Bergmann

Date: 7/23/07

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Y. International Association for Great Lakes Research

[Signature]

Lynda D. Corkum

Date

July 19, 2007

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Z. Minnesota Department of Natural Resources

Laurie Martinson  7-27-07

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

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

[Signature]
Ronald Yeske

[Stamp]
Date: 6/28/07

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

BB. The Nature Conservancy

[Signature]

Rob McKim, Central US Regional Director

7-3-07

Date

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

CC. Science Museum of Minnesota

[Signature]

Eric Jolly

7/13/7

Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

DD. Cleveland State University

[Signature]
Leo W. Jeffres, Interim Vice Provost for Research

7-23-2007
Date

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

EE. University of Wisconsin-Stevens Point

[Signature]

Michael P. Veum
Associate Vice Chancellor for Personnel,
Budget, Grants & Summer Session

6/22/07

Date

Great Lakes-Northern Forests CESU Final Renewal Agreement
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

FF. Northern Michigan University

Cynthia Prosen, Ph.D.
Dean of College of Graduate Studies and Research

R. Gavin Leach
Vice President of Finance and Administration

7/19/07
Date

2/12/07
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

GG. Stephen F. Austin State University

[Signature]
Baker Pattillo
President

7-23-02
Date
ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

HH. University of Wisconsin-La Crosse

Vijendra K. Agarwal
Associate Vice Chancellor for Academic Affairs

Date 6/26/07