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NASA # NCC3-993  
USACE#W912HZ-07-2-0038

**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**

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

## **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;
6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).

### **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 | 16. Property Improvements               |
| Fair Competitive Practices Act      | 17. Environmental Standards             |
| 2. Forest Service Acknowledged in   | 18. Legal Authority                     |
| Publications and Audiovisuals       | 19. Participation in Similar Activities |
| 3. Financial Status and Cash        | 21. Extension of Performance Period     |
| Reporting                           | 22. Termination                         |
| 4. Federal Cost Principals          | 24. Availability of Funds               |
| 5. Collection of Amounts Due the    | 26. Davis-Bacon or Service Contract     |
| Federal Government                  | Act                                     |
| 6. Taxpayer Identification Number   | 27. Copyrighting (1)                    |
| 7. Right to transfer Equipment and  | 29. Publication Sale                    |
| Supplies                            | 30. Publishing                          |
| 8. Funding Equipment and Supplies   | 31. Electronic Funds Transfer           |
| 9. Freedom of Information Act       | 43. Indirect Costs and Tuition          |
| (FOIA)                              | Remission                               |
| 10. Confidential Information        | 44. Program Performance Reports         |
| 11. Retention and Access            | 45. Program Income                      |
| Requirements for Records            | 46. Endorsement                         |
| 12. Modification                    | 47. Forest Service Liability            |
| 13. Commencement/Termination        | 48. Patent Rights                       |
| 15. Nondiscrimination               | Payment Procedures                      |



## ARTICLE IV - KEY OFFICIALS

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

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Fax: 715-346-4554  
[cthomas@uwsp.edu](mailto: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](mailto: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](mailto:sbeasley@sfasu.edu)

26. University of Wisconsin-La Crosse

James G. Wiener, Ph.D.  
Wisconsin Distinguished Professor  
University of Wisconsin-La Crosse



River Studies Center  
4032 Cowley Hall, 1725 State Street  
La Crosse, WI 54601  
Phone: 608-785-6454  
Fax: 608-785-6959  
[wiener.james@uwlax.edu](mailto:wiener.james@uwlax.edu)

## **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

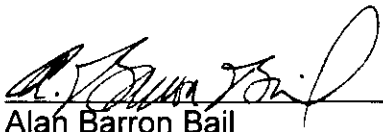
**H. UNIVERSITY OF MINNESOTA (HOST)**

- I. Fond du Lac Tribal and Community College

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

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


A. Bureau of Land Management – Eastern States

  
\_\_\_\_\_  
Alan Barron Bail  
Acting State Director

7/18/07  
Date

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

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

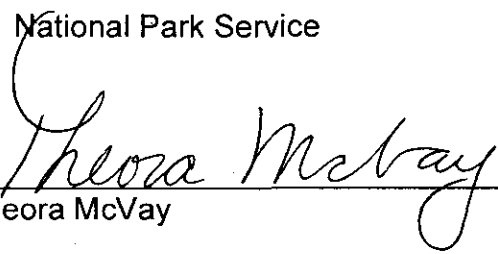
  
\_\_\_\_\_  
Sherri Ly Bredesen  
Contract Officer

07/19/07  
Date



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

C. National Park Service

  
\_\_\_\_\_  
Theora McVay

7-26-07

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

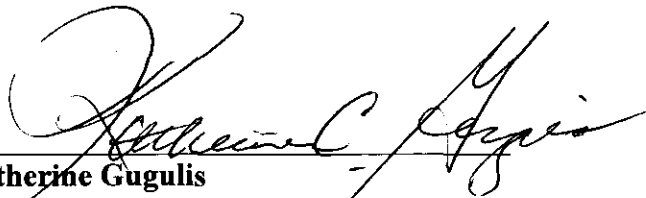
D. USDA Forest Service

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

7/23/07  
Date

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

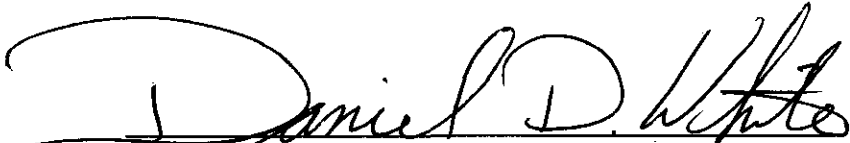
**E. Natural Resources Conservation Service**

  
\_\_\_\_\_  
**Katherine Gugulis**  
**Deputy Chief for Management**

7/27/07  
**Date**

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

F. National Aeronautic and Space Administration

  
Daniel D. White

7/26/07  
Date

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

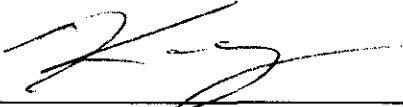
G. US Army Corps of Engineers

  
\_\_\_\_\_  
Laurie A. Bagby  
Grants Officer

7/3/2007  
Date

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

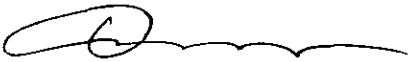
H. University of Minnesota



---

Kevin McKoskey  
Senior Grants Manager  
Office of Sponsored Projects Administration

7/24/07  
Date



---

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

27 June 2007  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

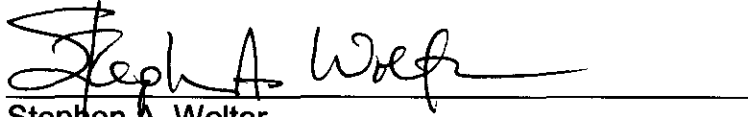
I. Fond du Lac Tribal and Community College

Donald R. Ray  
Donald R. Ray

7-26-07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

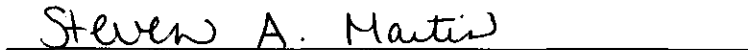
J. Indiana University



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

6/28/2007

Date



Steve Martin  
Assistant Vice President for Research


7-17-07

Date



**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

K. Michigan State University

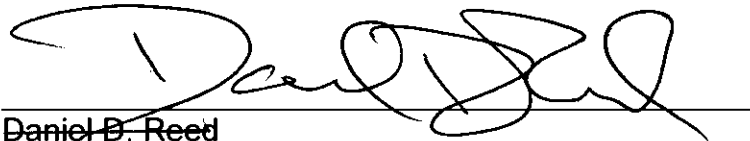
  
\_\_\_\_\_  
Daniel T. Evon

6/29/07  
Date

Daniel T. Evon, Director  
Contract & Grant Administration

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

L. Michigan Technological University

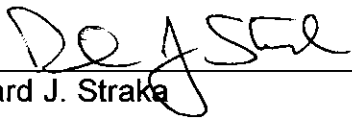
A handwritten signature in black ink, appearing to read "Daniel B. Reed", is written over a horizontal line.

Daniel B. Reed  
David D. Reed

7/9/07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

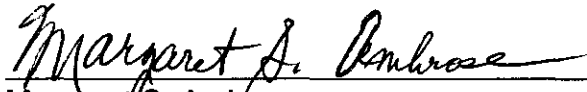
M. Minnesota State University, Mankato

  
\_\_\_\_\_  
Richard J. Straka

7/2/07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

N. Southern University and A&M College

Handwritten signature of Margaret S. Ambrose in cursive script, written over a horizontal line.

Margaret S. Ambrose  
Interim Chancellor

6/21/07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

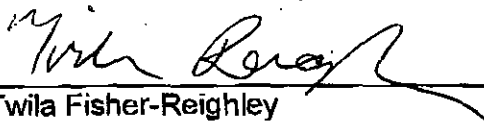
O. SUNY-College of Environmental Science and Forestry

Cornelius B. Murphy, Jr.  
Cornelius B. Murphy, Jr.

7/6/07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

P. University of Iowa

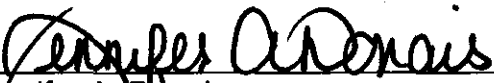
  
\_\_\_\_\_  
Twila Fisher-Reighley

7/31/07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

Q. University of Massachusetts, Amherst

108-0122

  
\_\_\_\_\_  
Jennifer A. Donais, CRA  
Associate Director

7-25-07  
Date

JAD

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

R. University of Toledo

\_\_\_\_\_  
Frank Calzonetti

\_\_\_\_\_  
Date



**INSTITUTIONAL APPROVAL**

*R. Douglas Wilkerson* 7/25/07  
**R. Douglas Wilkerson, Ph.D.**  
Vice President, Research Administration

BLM # PAA027031  
USGS-BRD # 02HQAG0112  
NPS # H6000C02000  
USDA FS # 02-JV-11231300-084  
NRCS # 68-3A75-2-89  
NASA # NCC3-993  
USACE#W912HZ-07-2-0038

*University of  
Toledo*

**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**

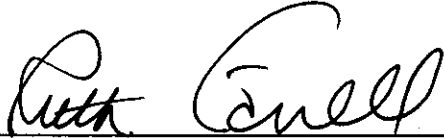
**DEPARTMENT OF THE ARMY  
US Army Corps of Engineers – Civil Works**

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**

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

S. University of Vermont and State Agricultural College



Ruth Farrell

**JUN 25 2007**

Date

Ruth Farrell, Associate Vice President  
for Research Administration

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

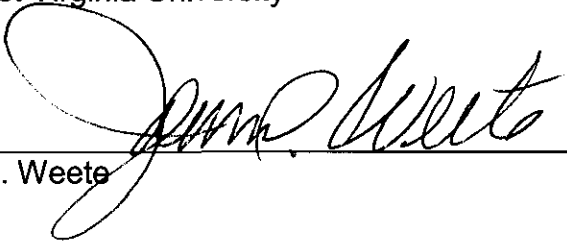
T. University of Wisconsin, Madison

*Stephanie Gray*  
\_\_\_\_\_  
for Diane Barrett  
**Stephanie Gray, Admin. Officer  
Research & Sponsored Programs**

*07/23/2007*  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

U. West Virginia University

  
\_\_\_\_\_  
John D. Weete

7-19-07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

V. American Indian Science and Engineering Society

*Dwight Gourneau*

*7-25-07*

Dwight Gourneau

Date

*for  
PAM Silas, AISES Executive Director*

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

W. Great Lakes Commission

*Thomas R. Crane*

\_\_\_\_\_  
Tom Crane

*7-24-07*

\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

X. Great Lakes Forest Alliance

  
\_\_\_\_\_  
Stefan Bergmann

7/23/07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

Y. International Association for Great Lakes Research



Lynda D. Corkum

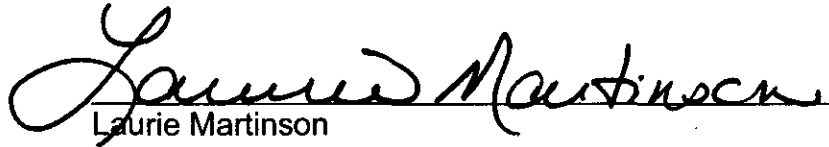
Date

July 19, 2007



**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

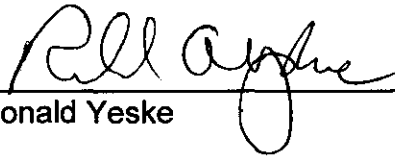
Z. Minnesota Department of Natural Resources

  
Laurie Martinson

7-27-07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

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

  
\_\_\_\_\_  
Ronald Yeske

6/28/07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

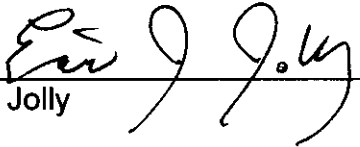
BB. The Nature Conservancy

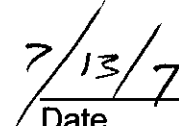
  
\_\_\_\_\_  
Rob McKim, Central US Regional Director

7-3-07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**


CC. Science Museum of Minnesota

  
\_\_\_\_\_  
Eric Jolly

  
\_\_\_\_\_  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

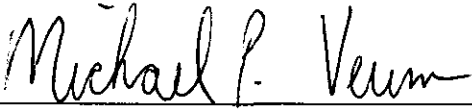
DD. Cleveland State University

  
\_\_\_\_\_  
Leo W. Jeffres, Interim Vice Provost for Research

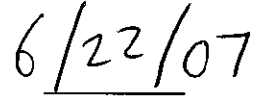
7-23-2007  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

EE. University of Wisconsin-Stevens Point



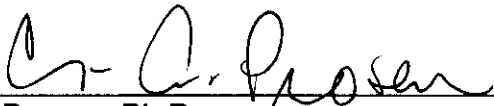
\_\_\_\_\_  
Michael P. Veum  
Associate Vice Chancellor for Personnel,  
Budget, Grants & Summer Session



\_\_\_\_\_  
Date

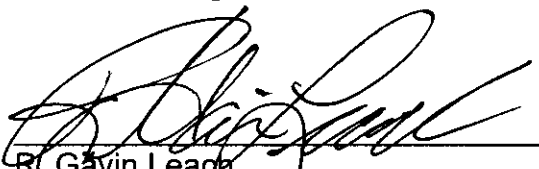
**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

FF. Northern Michigan University



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

7/19/07  
Date

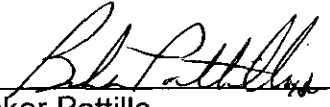


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R. Gavin Leach  
Vice President of Finance and Administration

7.12.07  
Date

**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

GG. Stephen F. Austin State University

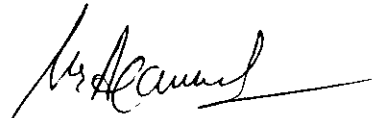
  
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Baker Pattillo  
President

7-23-07  
Date



**ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)**

HH. University of Wisconsin-La Crosse



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Vijendra K. Agarwal  
Associate Vice Chancellor for Academic Affairs

6/26/07

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Date