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USACE-CW # no number assigned

GREAT LAKES - NORTHERN FOREST COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE and JOINT VENTURE AGREEMENT

between

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

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

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

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

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 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
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
Antioch University New England
Cornell University
Indiana State University
Purdue University
University of Notre Dame
Ball State University
Grand Valley State University
Hamline University
Midwest Art Conservation Center
St. Mary’s University of Minnesota
Winona State University**

ARTICLE I. BACKGROUND 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. Fish and Wildlife Service, U.S. Forest Service, Natural Resources Conservation Service, National Aeronautic and Space Administration, the U.S. Army Corps of Engineers, and the Office of the Deputy Under Secretary of Defense (Installations and Environment) (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 Forest Cooperative Ecosystem Studies Unit (CESU). This continuation of the Great Lakes-Northern Forest 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 Forest CESU is associated with a national network of CESUs.

- B. The objectives of the Great Lakes - Northern Forest Cooperative Ecosystem Studies Unit are to:
1. Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 2. 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
 3. 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 USC 1701 et seq.). In accordance with 43 USC 1737(b), the BLM is authorized to enter into a cooperative agreement to continue the Great Lakes - Northern Forest 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 31 USC 6302 et seq., 16 USC 1a-2j, 16 USC 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into a cooperative agreement to continue the Great Lakes - Northern Forest CESU to assist in providing research, technical assistance, and education.
- E. The National Park Service (hereinafter called NPS) preserves unimpaired the natural and cultural resources and values of the national park system for the enjoyment, and inspiration of this and future generations. The NPS cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world. In accordance with one or more of the following: NPS Resource Inventory and Management; Sections 5932, Research Mandate; Sec. 5933, Cooperative Agreements, (a) Cooperative Study Units; and Sec. 5935, Availability for Scientific Study; NPS Challenge Cost Share 16 U.S. C. 1f; Research and Training 16 U.S.C. 1a-2j; Funding of Research Agreements (43 U.S.C. 1417f); Cooperative Agreements, 16 U.S.C. 1g, Title II of the 1998 NPS Omnibus Act (P.S. 105-391) NPS is authorized to enter into a cooperative

agreement to continue the Great Lakes - Northern Forest CESU to assist in providing research, technical assistance, and education.

- F. The U.S. Fish and Wildlife Service (hereinafter called USFWS) working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through Federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, and inland sport fisheries. In accordance with the Fish and Wildlife Act of 1956 (16 USC 742f), the USFWS is authorized to enter into this cooperative agreement to continue the Great Lakes - Northern Forest CESU to assist in providing research, technical assistance, and education.
- G. The U.S. Department of Agriculture Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 USC 1641-1646). In accordance with 7 USC 3318 (b) the USFS is authorized to enter into a joint venture agreement to continue the Great Lakes - Northern Forest CESU to assist in providing research, technical assistance, and education.
- H. The U.S. Department of Agriculture 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 USC 6962a, NRCS is authorized to enter into this cooperative agreement continuing the Great Lakes - Northern Forest CESU to assist in providing research, technical assistance, and education.
- I. 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.
- J. The U.S. Army Corp of Engineers – Civil Works (hereinafter called USACE) provides assistance in the development and management in the nation's water resources. The main missions of USACE, i.e., the Corps, are (1) to facilitate commercial navigation, (2) to protect citizens and their property from flood and storm damages, and (3) to protect and restore environmental resources. The USACE carries out most of its work in partnership with Tribal, state and local governments and other

non-federal entities. The USACE 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. The university and scientific advances will assist the USACE in reaching sound, scientifically based decisions. In accordance with 10 USC 2358, USACE is authorized to enter into the cooperative agreement with the Great Lakes - Northern Forest CESU enabling the USACE to receive direct scientific support from regional CESU members for a cumulative amount not-to-exceed \$25,000,000.00. USACE is authorized to cooperate with other agencies in accordance with Title 33 USC 2323a and 10 USC 3036(d).

- K. The U.S. Department of Defense Office of the Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called DOD) manages nearly 30 million acres of land, and the natural and cultural resources found there, and for this agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DOD's primary mission is national defense. DOD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DOD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following: 16 USC 670c-1, 10 USC 2358, 10 USC 2694, 10 USC 2684, and P.L. 103-139 (FY 94 NDAA, page 107 Stat. 1422) DOD is authorized to enter into this cooperative agreement continuing the Great Lakes - Northern Forest CESU to assist in providing research, technical assistance, and education under agreement number #W9126G-12-2-0020. The U.S. Army Corps of Engineers through the Office of the Deputy Under Secretary of Defense (Installations and Environment) may only use this agreement for cooperative projects that are for the benefit of the Military Services and their installations and within the objectives of the CESU.
- L. 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.

M. 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 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, 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, Antioch University New England, Cornell University, Indiana State University, Purdue University, University of Notre Dame, Ball State University, Grand Valley State University, Hamline University, Midwest Art Conservation Center, St. Mary's University of Minnesota, and Winona State University (hereinafter called Partner Institutions).

ARTICLE II. STATEMENT OF WORK

A. Each Federal Agency agrees to:

1. Provide administrative assistance, as appropriate, necessary to execute this agreement and subsequent modifications;
2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance, and education related to the Great Lakes - Northern Forest CESU objectives to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate 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 Forest 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 Forest CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance, and education related to the Great Lakes - Northern Forest CESU objectives;
3. Allow and encourage its faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Great Lakes - Northern Forest CESU objectives, as appropriate;
4. Provide basic administrative and clerical support, as appropriate;
5. Provide access for Great Lakes - Northern Forest CESU Federal Agency staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agency personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Great Lakes - Northern Forest CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Great Lakes - Northern Forest CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and

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

C. Each Partner Institution agrees to:

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

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

1. Maintain the Great Lakes - Northern Forest CESU closely following the mission and goals of the CESU Network as described in the CESU Network Strategic Plan, adapting key elements to local and regional needs, as appropriate;
2. Maintain a Great Lakes - Northern Forest CESU role and mission statement;
3. Operate under a current multi-year strategic plan;
4. Issue individual funding documents under this Agreement, in accordance with each Federal Agency's respective procedures, that 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; and
 - f) the specific project outputs or products; and

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

does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement; and
6. Follow OMB Circulars: A-21, "Cost Principles for Educational Institutions," as codified at 2 CFR 220; A-87, "Cost Principles for State, Local, and Indian Tribal Governments;" as codified at 2 CFR Part 225; A-102, "Grants and Cooperative Agreements with State and Local Governments;" 2 CFR 215, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations;" A-122, "Cost Principles for Non-Profit Organizations;" as codified at 2 CFR Part 230; A-133, "Audits of States, Local Governments and Non-Profit Organizations;" as appropriate; and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense) and these documents are incorporated into this Agreement by reference.

ARTICLE III. 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 02 August 2012. Parties will have until 02 August 2012 to sign this Agreement and thereby express their intent to continue participation in the Great Lakes - Northern Forest CESU. Parties that do not sign this Agreement by 02 August 2012 will not be participants in the Great Lakes - Northern Forest CESU; such parties will remain in "inactive" status and ineligible to process projects under this Agreement until their official signature page has been received.
- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Great Lakes - Northern Forest CESU.
- C. Amendments to this Agreement shall be made according to the following provisions:
 1. For the purposes of this Agreement, amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III.C.2. (below).

2. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.
- D. For the purposes of this Agreement, modifications or task agreements are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one Federal Agency to another Federal Agency.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

ARTICLE IV. KEY OFFICIALS

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

1. Bureau of Land Management

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2. U.S. Geological Survey

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3. National Park Service

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4. U.S. Fish and Wildlife Service

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6. Natural Resources Conservation Service

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7. National Aeronautics and Space Administration

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

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9. Office of the Deputy Under Secretary of Defense (Installations and Environment)

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B. The technical representative for the Host University, University of Minnesota, is:

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

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14. Great Lakes Commission

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16. International Association for Great Lakes Research

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17. Minnesota Department of Natural Resources

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

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Notre Dame, IN 46556
(574) 631-0580
Gary.A.Lamberti.1@nd.edu

31. Ball State University

Dr. Melody Bernot
Assistant Professor
Department of Biology
Ball State University
2000 W. University Avenue
Muncie, IN 47306
(765) 285-8820
mjbernot@bsu.edu

32. Grand Valley State University

Alan Steinman, Ph.D.
Director, Annis Water Resources Institute
Grand Valley State University
Lake Michigan Center
740 West Shoreline Drive
Muskegon, MI 49441
(616) 331-3749
steinmaa@gvsu.edu

33. Hamline University

Tracy Fredin, Director
Center for Global Environmental Education
Hamline University School of Education
MS-A1760
1536 Hewitt Avenue
St. Paul, MN 55104
(651) 523-3105
tfredin@hamline.edu

34. Midwest Art Conservation Center

Colin Turner, Executive Director
Midwest Art Conservation Center
2400 – 3rd Avenue South
Minneapolis, MN 55404
(612) 870-3120
cturner@preserveart.org

35. St. Mary's University of Minnesota

Barry Drazkowski
Executive Director
GeoSpatial Services
Saint Mary's University of Minnesota

Prairie Island Field Station
700 Terrace Heights
Winona, MN 55987-2440
(507) 457.6925
bdrazkow@smumn.edu

36. Winona State University

W. Harold Ornes, Dean
College of Science & Engineering
Winona State University
175 West Mark St., PO Box 5838
Winona, MN 55987
(507) 457-5585
wornes@winona.edu

ARTICLE V. AWARD

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner shall obligate \$10,000 to award to the Host University to carry out this Agreement. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.
- B. Payments will be made by the Federal Agencies for work in accordance with 2 CFR 215 and OMB Circulars A-21, A-87, A-102, A-122, A-133, as appropriate, and the related federal agency regulations, as applicable, specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works), and 14 CFR Part 1260 (National Aeronautics and Space Administration).
- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications or task agreements, with exceptions listed in Article V.C.1, 2, and 3 (below).
 1. One exception is that the USFS cannot reimburse “state cooperative institutions” for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USFS cost-sharing requirements of 20% of total project costs.

2. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 705 of P.L. 111-8.
 3. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the Agreement.
- D. Award of additional funds or in-kind resources will be made through modifications or task agreements to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification or task agreement.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI. PRIOR APPROVAL

Prior approvals are in accordance with 2 CFR 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. Reports in accordance with 2 CFR 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works) and 14 CFR Part 1260 (National Aeronautics and Space Administration) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Great Lakes - Northern Forest CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to this Agreement.

- C. A current role and mission statement for the Great Lakes - Northern Forest CESU will be agreed to and maintained by all Great Lakes - Northern Forest CESU partners. Copies of the role and mission statement will be available to all parties to this Agreement.
- D. Annual work plans will be developed to guide the specific activities of the Great Lakes - Northern Forest CESU and will be made available to all parties to this Agreement. They will:
 - 1. Describe the Great Lakes - Northern Forest CESU's ongoing and proposed research, technical assistance and education activities;
 - 2. Describe anticipated projects and products; and
 - 3. Identify faculty, staff, and students involved in the Great Lakes - Northern Forest CESU during the year.
- E. A current multi-year strategic plan will be maintained to generally guide the Great Lakes - Northern Forest CESU. Copies of the strategic plan will be available to all parties to this Agreement.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with 2 CFR 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

ARTICLE IX. TERMINATION

Termination of this Agreement is in accordance with 2 CFR 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works), and 14 CFR Part 1260 (National Aeronautics and Space Administration). Any party to this Agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

A. Required Provisions:

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with applicable requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 USC § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC § 6101 et seq.); and with all other applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 USC 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 USC 1913 (Lobbying with Appropriated Moneys), which states:

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

6. LIABILITY PROVISION:

a) Governmental Parties

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

(2) To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (1), (2), and (3) for non-governmental parties stated below.

(3) This provision is applicable to the U.S. Forest Service acting by and through the Forest Service, USDA does hereby recognize potential liability for payment of claims for injury or loss of property of personal injury or death caused by the Government, or any officer, agent or employee thereof, while acting within the scope of his/her office of employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred (28 USC §§1346 (b), 2672 et seq.).

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

(1) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and

(2) Pay the United States the full value for all damages to the lands or other property of the United States caused by such

person or organization, its representatives, or employees;
and

(3) Indemnify, save, hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

(4) Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

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

a) Provisions applicable to a recipient that is a private entity.

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—

- i. Is determined to have violated a prohibition in paragraph (a) (1) of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a) (1) of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by each respective federal agency partner

at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- (1) Is determined to have violated an applicable prohibition in paragraph (a) (1) of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a) (1) of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).
- c) Provisions applicable to any recipient.
- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) (1) of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph (a) (2) or (b) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph (a) (1) of this award term in any subaward you make to a private entity.
- d) Definitions. For purposes of this award term:
- (1) “Employee” means either:
 - i. An individual employed by you or a subrecipient who is

engaged in the performance of the project or program under this award; or

- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- ii. Includes:

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

- b. A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

8. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING (Included pursuant to Department of the Interior Guidance Release – DIG-2010-04)

Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (<http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or-rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government. The Government reserves the right to cancel this announcement

and/or the solicitation. This announcement does not constitute solicitation. End of Announcement.

B. SPECIAL PROVISIONS:

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

ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE

The following are to be incorporated into this Agreement:

- A. SF-LLL, Disclosure of Lobbying Activities or Grants.gov Lobbying Form certification, identified in the agencies Funding Opportunity Announcement.
- B. Specific project award documents will incorporate the required Standard Forms for Application for Financial Assistance:
 1. SF-424 – Application for Financial Assistance
 2. SF-424a – Budget for Non-Construction
 3. SF-424b – Assurances for Non-Construction
 4. SF-424c – Budget for Construction
 5. SF-424d – Assurances for Construction

ARTICLE XII. ATTACHMENTS

The following documents are attached:

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

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

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

U.S. DEPARTMENT OF AGRICULTURE

- E. U.S. Forest Service
- F. Natural Resources Conservation Service

G. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

U.S. DEPARTMENT OF DEFENSE

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

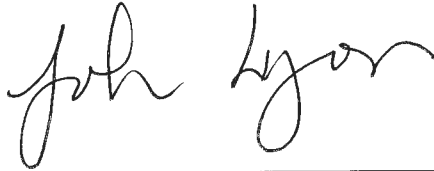
J. UNIVERSITY OF MINNESOTA (HOST)

- K. Fond du Lac Tribal and Community College
- L. Indiana University
- M. Michigan State University
- N. Michigan Technological University
- O. Minnesota State University–Mankato
- P. Southern University and A&M College
- Q. SUNY–College of Environmental Science and Forestry
- R. University of Iowa
- S. University of Toledo
- T. University of Vermont and State Agricultural College
- U. University of Wisconsin–Madison
- V. West Virginia University
- W. American Indian Science and Engineering Society
- X. Great Lakes Commission
- Y. Great Lakes Forest Alliance
- Z. International Association for Great Lakes Research
- AA. Minnesota Department of Natural Resources
- BB. National Council for Air and Stream Improvement, Inc.

CC. The Nature Conservancy
DD. Science Museum of Minnesota
EE. Cleveland State University
FF. University of Wisconsin–Stevens Point
GG. Northern Michigan University
HH. Stephen F. Austin State University
II. University of Wisconsin–La Crosse
JJ. Antioch University New England
KK. Cornell University
LL. Indiana State University
MM. Purdue University
NN. University of Notre Dame
OO. Ball State University
PP. Grand Valley State University
QQ. Hamline University
RR. Midwest Art Conservation Center
SS. St. Mary’s University of Minnesota
TT. Winona State University

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

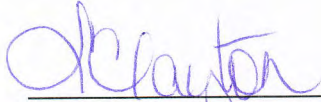
A. Bureau of Land Management



Dr. John Lyon
State Director, Eastern States

07 18 2012

Date




Lisa T. Clayton
Grants Management Officer

7.10.12

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey




Sherri Ly Bredesen
Contracting Officer

05/15/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. National Park Service

**PENNY
RUSSELL**

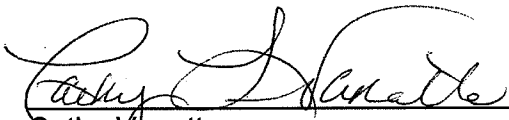
 Digitally signed by PENNY RUSSELL
DN: c=US, o=U.S. Government,
ou=Department of the Interior, ou=National
Park Service, cn=PENNY RUSSELL,
0.9.2342.19200300.100.1.1=14001000928588
Date: 2012.07.24 16:08:26 -05'00'

Penny Russell
Grants and Assistance Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. U.S. Fish and Wildlife Service



Cathy Vanatta
Contracting Officer, Region 3

JUL - 5 2012

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. U.S. Forest Service

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

David Garrison
Grants and Agreements Specialist
Northern Research Station

7/06/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

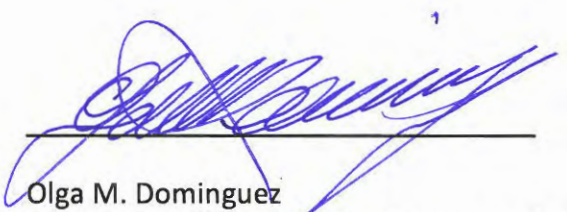
G. Natural Resources Conservation Service

Ronald Alvarado
[Print Name]:
[Print Title]:

07/26/12
Date

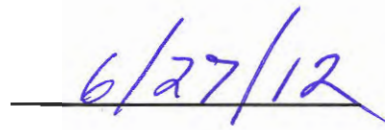
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. National Aeronautics and Space Administration



A handwritten signature in blue ink, appearing to read 'Olga M. Dominguez', is written over a horizontal black line. The signature is stylized and somewhat cursive.

Olga M. Dominguez
Assistant Administrator for Strategic Infrastructure



A handwritten date '6/27/12' in blue ink is written over a horizontal black line. The date is written in a clear, simple font.

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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



Digitally signed by
SONTAG.DEANNDAS.1230791909
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USA,
cn=SONTAG.DEANNDAS.1230791909
Date: 2012.07.23 09:24:04 -05'00'

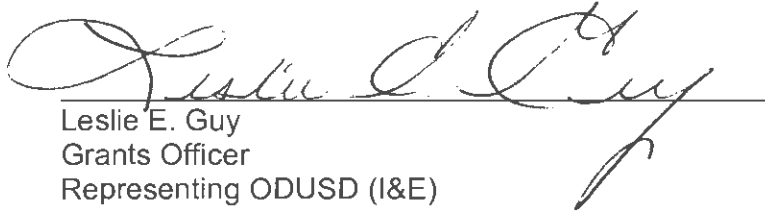
Deanna Sontag
Grants Officer

23 July 2012

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. Department of Defense, Office of the Deputy Under Secretary of Defense
(Installations and Environment)



Leslie E. Guy
Grants Officer
Representing ODUSD (I&E)

31 May 12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

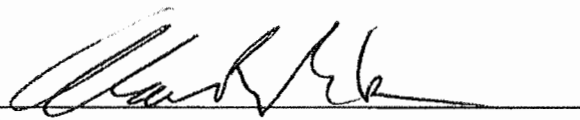
J. University of Minnesota



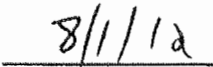
Kevin McKoskey
Senior Grants Manager
Office of Sponsored Projects Administration



Date



Alan Ek
Head, Department of Forest Resources and
Acting Director, Great Lakes-Northern Forest CESU



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. Fond du Lac Tribal and Community College

According to Article III.A., a partner that has not signed by August 2 is considered inactive until the CESU Network National Office receives a signature.

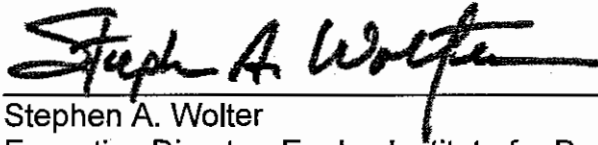


Larry Anderson
President

2/18/16
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

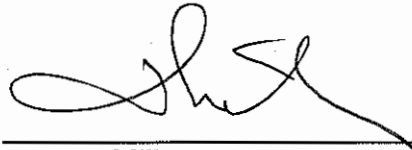
L. Indiana University



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

06/12/2012

Date



Teresa Miller
Manager Grant Services

Office of Research Administration
Indiana University
509 E 3RD ST
Bloomington, IN 47401-3654
Email: rugs@indiana.edu
Phone: (812) 855-0516

6-22-2012

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. Michigan State University

FOR

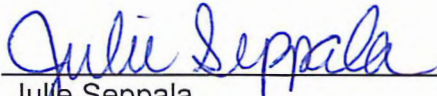

Daniel T. Evon
Director, Contract and Grant Administration

7-25-12
Date

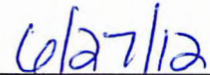
Craig O'Neill
Sponsored Programs Manager
Office of Sponsored Programs
Michigan State University

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Michigan Technological University



Julie Seppala
Executive Director, Sponsored Programs Office



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. Minnesota State University--Mankato



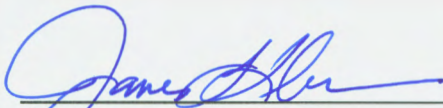
Richard J. Straka
Vice President for Finance and Administration



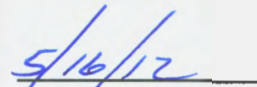
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. Southern University and A&M College



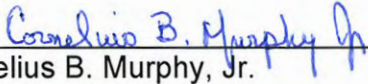
James Llorens, Ph.D.
Chancellor



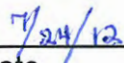
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. SUNY–College of Environmental Science and Forestry



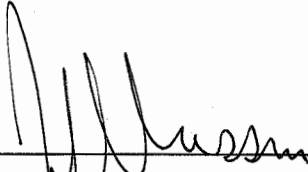
Cornelius B. Murphy, Jr.
President



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. University of Iowa

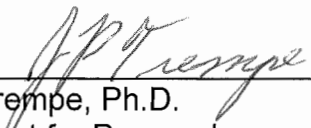


Jennifer Lassner
Executive Director
Division of Sponsored Programs

7/27/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

S. University of Toledo



James P. Trempe, Ph.D.
Vice President for Research

7/10/2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. University of Vermont and State Agricultural College

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

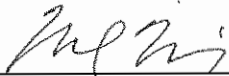
Ruth Farrell
Associate Vice President for Research Administration

JUL 13 2012

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

U. University of Wisconsin–Madison


for Kim Moreland
Director, Research and Sponsored Programs

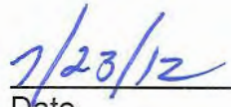
6/20/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. West Virginia University



Mary Jane Buckland
Interim Director of Sponsored Programs



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. American Indian Science and Engineering Society

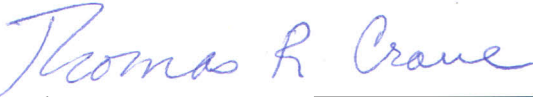
According to Article III.A., a partner that has not signed by August 2 is considered inactive until the CESU Network National Office receives a signature.

Name:
Title:

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

X. Great Lakes Commission



Name: Thomas R. Crane, Deputy Director

Date 03-2012

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Y. Great Lakes Forest Alliance

Michael Prouty 8/2/12

Michael Prouty
Executive Director:

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Z. International Association for Great Lakes Research

This partner is not continuing membership in the CESU.

Robert J. Letcher
President

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AA. Minnesota Department of Natural Resources

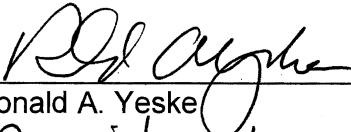
A handwritten signature in black ink, appearing to read "D. Schad", written over a horizontal line.

Dave Schad
Deputy Commissioner

7/12/2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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



Ronald A. Yeske
President

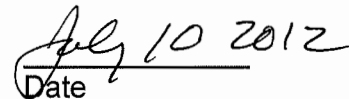
July 10, 2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

CC. The Nature Conservancy



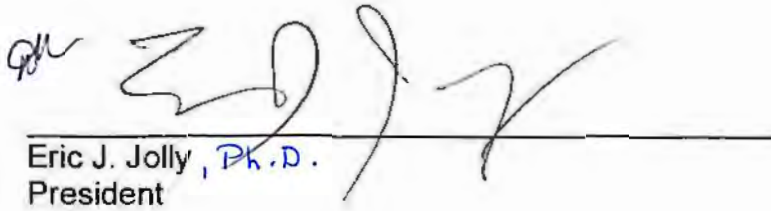
Rob McKim
Central US Regional Director



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

DD. Science Museum of Minnesota

A handwritten signature in black ink, appearing to be 'E. J. Jolly', written over a horizontal line. To the left of the signature, there is a small, faint handwritten mark that looks like 'GK'.

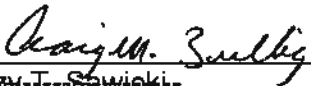
Eric J. Jolly, Ph.D.
President

7.17.12
Date

A small, handwritten signature in black ink, located in the bottom right corner of the page.

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

EE. Cleveland State University

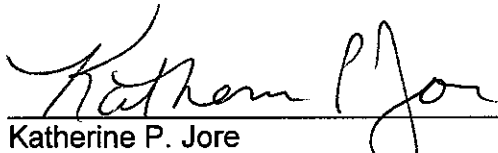


~~Jerzy T. Sawioki~~
~~Associate Vice President for Research~~
Craig M. Zullig
Director
Office of Sponsored Programs & Research

8/7/2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

FF. University of Wisconsin–Stevens Point




Katherine P. Jore
Associate Vice Chancellor for Personnel, Budget and Grants

6/28/12

Date


ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

GG. Northern Michigan University



Name: Terrance L. ~~Seethoff~~ *Seethoff*
Associate Provost for Academic Affairs

7-31-2012
Date



Name: R. Gavin Leach
Vice President for Finance and Administration

7-31-12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

HH. Stephen F. Austin State University

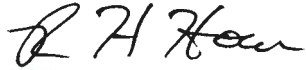


Baker Pattillo
President

5-21-12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

II. University of Wisconsin–La Crosse



Robert H. Hoar
Interim Associate Vice Chancellor for Academic Affairs

5/15/2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

JJ. Antioch University New England

A handwritten signature in black ink, appearing to read "D.A. Caruso", written over a horizontal line.

David A. Caruso, Ph.D.
President

5/21/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

KK. Cornell University



Christine M. Ashdown
Senior Grant & Contract Officer, Office of Sponsored Programs

8/1/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

LL. Indiana State University



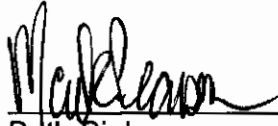
[Print Name] Mark D. Green
[Print Title] Chief Research Officer

7/20/12

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

MM. Purdue University



Mark Pearson
Sr. Contract Analyst


~~Beth Siple~~

~~Ag Sponsored Program Service~~

JUL 06 2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

NN. University of Notre Dame



Liz Rulli
Associate Vice President for Research

MAY 17 2012

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

OO. Ball State University



Anne C. Koriath
Director, Sponsored Programs Office

21 May 2012

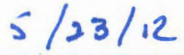
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

PP. Grand Valley State University



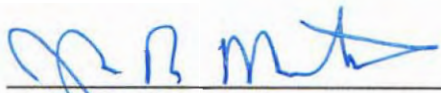
Christine C. Chamberlain
Director, Office of Sponsored Programs



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

QQ. Hamline University




John R. Matachek
Interim Provost



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

RR. Midwest Art Conservation Center

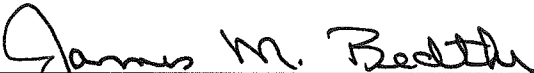


Colin D. Turner
Executive Director

5/15/2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

SS. St. Mary's University of Minnesota



James M. Bedtke, MBA
Vice President of the College

5/21/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

TT. Winona State University



W. Harold Omes
Dean, College of Science and Technology

5-15-2012

Date

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

| | |
|--------------------------------------|---------------------------|
| OMB APPROVAL NO. 0348-0004 | PAGE _____ OF _____ PAGES |
|--------------------------------------|---------------------------|

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

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

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

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

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

9. RECIPIENT ORGANIZATION

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

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

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

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

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

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

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

This space for agency use

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

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

INSTRUCTIONS

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

- | <i>Item</i> | <i>Entry</i> |
|---|--|
| 2 | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis. |
| 4 | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. |
| 6 | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency. |
| 7 | This space is reserved for an account number or other identifying number that may be assigned by the recipient. |
| 8 | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested. |
| Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports. | |
| 11 | The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or |

- | <i>Item</i> | <i>Entry</i> |
|-------------|---|
| | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. |
| 11a | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 11b | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement. |
| 11d | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance. |
| 13 | Complete the certification before submitting this request. |

FEDERAL FINANCIAL REPORT

(Follow form instructions)

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

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

Paperwork Burden Statement

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0060), Washington, DC 20503.

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

| | | |
|-------------------------|--------------------------------|---|
| FEDERAL PROGRAM AGENCY | | |
| AGENCY IDENTIFIER: | AGENCY LOCATION CODE (ALC): | ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX |
| ADDRESS: | | |
| | | |
| CONTACT PERSON NAME: | TELEPHONE NUMBER: () | |
| ADDITIONAL INFORMATION: | | |

PAYEE/COMPANY INFORMATION

| | |
|----------------------|--------------------------------|
| NAME | SSN NO. OR TAXPAYER ID NO. |
| ADDRESS | |
| | |
| CONTACT PERSON NAME: | TELEPHONE NUMBER: () |

FINANCIAL INSTITUTION INFORMATION

| | |
|---|--------------------------------|
| NAME: | |
| ADDRESS: | |
| | |
| ACH COORDINATOR NAME: | TELEPHONE NUMBER: () |
| NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _ | |
| DEPOSITOR ACCOUNT TITLE: | |
| DEPOSITOR ACCOUNT NUMBER: | LOCKBOX NUMBER: |
| TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX | |
| SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator) | TELEPHONE NUMBER: () |

Instructions for Completing SF 3881 Form

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

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

Burden Estimate Statement

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

[Agency Partner Name] – Project Summary



[CESU Name] Cooperative Ecosystem Studies Unit
Agreement Modification Form

FUNDING AGENCY:

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

COOPERATIVE AGREEMENT NUMBER:

FUNDING AMOUNT:

PROJECT TITLE:

EFFECTIVE PROJECT DATES:

PROJECT PURPOSE:

STATEMENT OF MUTUAL BENEFIT AND INTEREST:

Key Words:

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

Project Type: Research ____ Technical Assistance ____ Education ____

Project Discipline(s): Biological ____ Cultural ____ Physical ____ Social ____ Interdisciplinary ____

Annual Performance Report Required:

Report(s) Received:

Publications on File:

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

[CESU Name] CESU Tracking #: