

BLM # KAA000011
USGS-BRD # 00HQAG0210
NPS # CA6000A0100
USFS # 00-JV-11221614-181

**GREAT PLAINS
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**

and

**UNIVERSITY OF NEBRASKA - LINCOLN (HOST)
Colorado State University
Langston University
Little Priest Tribal College
Texas A&M University
University of Minnesota
University of North Dakota
University of Oklahoma**

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, and U.S. Forest Service (hereinafter called Federal Agencies), and the University of Nebraska - Lincoln and its partner institutions is to establish and maintain the Great Plains Cooperative Ecosystem Studies Unit. The Great Plains CESU is associated with a national network of CESUs.

- B. The objectives of the Great Plains 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 Plains CESU to assist in providing research, technical assistance and education.
- D. The U.S. Geological Survey–Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C. 1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish the Great Plains 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 and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the Great Plains CESU to assist in providing research, technical assistance and education.

- F. The U.S. Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 (b) the USFS is authorized to enter into a joint venture agreement to establish the Great Plains CESU to assist in providing research, technical assistance and education.
- G. The role of the University of Nebraska-Lincoln as the primary intellectual and cultural resource for the State is fulfilled through the missions of the University: teaching, research, and service. UNL pursues its missions through its nine colleges on its West Campus, the university-wide Graduate College, the College of Agricultural Sciences and Natural Resources, Agricultural Research Division, Cooperative Extension, International studies, and its museums, press, and telecommunication services. Teaching research, and service take on a distinctive character at UNL because of its land-grant university status, which ensures a commitment to the people of the State, the region, and the nation. UNL is dedicated to the pursuit of an active research agenda which benefits the agricultural environment and natural resources, the highest quality of post-secondary education, and exceptional service through its partnership with federal, state, and local agencies. The UN-system also includes campuses in Omaha, (UNO and UN-Medical Center) and Kearney (UNK), as well as a network of experiment stations state-wide.
- H. The partner institutions to the Host University include Colorado State University, Langston University, Little Priest Tribal College, Texas A&M University, University of Minnesota, University of North Dakota, and University of Oklahoma (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 Plains CESU objectives and 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 release time of Host University and Partner Institution faculty, as appropriate;
 5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
 6. Make available managers to serve on the Great Plains CESU Manager's Committee;

7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government 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. Establish, in consultation with the Federal Agencies and Partner Institutions, the Great Plains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Plains CESU objectives;
3. Provide release time for faculty to engage in participating Federal Agencies research, technical assistance and education activities related to the Great Plains CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Great Plains 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 Plains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a Great Plains 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 Plains 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

- Plains CESU objectives and provide release time for faculty to participate in this program if 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 CESU.
- D. All Federal Agencies, the Host University and Partner Institutions agree to:
1. Establish and maintain the Great Plains CESU closely following the CESU Introduction (June 1999), adapting key elements to local and regional needs, as appropriate;
 2. Develop and adopt a Great Plains CESU role and mission statement;
 3. Develop a multi-year strategic plan;
 4. Make modifications, as appropriate, to this agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
 - (a) the proposed work and what is being modified in the agreement;
 - (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, 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 determined from the date of the last signature.
- 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 Plains 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.
- D. For the purposes of this agreement, modifications 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 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.

ARTICLE IV - KEY OFFICIALS

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

1. Bureau of Land Management

Gene Schaaf
Bureau of Land Management
Wyoming State Office
5353 Yellowstone
P.O. Box 1828
Cheyenne, WY 82003
(307) 775-6104
gene_schaaf@blm.gov

2. U.S. Geological Survey—Biological Resources Division

Gary D. Willson
USGS Biological Resources Division
University of Missouri
302 Gentry Hall
Columbia, MO 65211-0001
(573) 882-8645
WillsonGD@missouri.edu

3. National Park Service

Steve Cinnamon
Associate Regional Director, Natural Resource Stewardship and Science (Acting)
National Park Service
Midwest Regional Office
1709 Jackson Street
Omaha, NE 68102
402-221-3437
Steve_Cinnamon@nps.gov

4. U.S. Forest Service

Dr. Michele Schoeneberger
USDA Forest Service
Rocky Mountain Research Station
National Agroforestry Center
East Campus
University of Nebraska
Lincoln, NE 68583-0822
(402) 437-5178x21 (phone)
(402) 437-5712 (fax)
mschoeneberger@fs.fed.us

Dr. Daniel Uresk
USDA Forest Service
Rocky Mountain Research Station
Forest Sciences Laboratory
South Dakota School of Mines and Technology
501 East St. Joseph Street
Rapid City, SD 57701
(605) 394-1960 (phone)
(605) 394-6627 (fax)
duresk@fs.fed.us

B. The technical representative for the Host University is:

Dr. Edward T. Elliott
Director
School of Natural Resource Sciences
University of Nebraska
303 Biochem Hall
Lincoln, NE 68583
(402) 472-9873

C. The technical representatives for the Partner Institutions are:

1. Colorado State University

Dr. Dennis Child, Head
Department of Rangeland Ecosystem Science
Colorado State University
240E Natural Resources Building
Fort Collins, CO 80523-1478
(970) 491-6677

2. Langston University

Dr. Sherman L. Lewis
Director
Center for Outreach Programs
Langston University
PO Box 730
Langston, OK 73050
(405) 466-9896

3. Little Priest Tribal College

Ms. Ann M. Downes
President
Little Priest Tribal College
PO Box 270
Winnebago, NE 68071
(402) 878-2380

4. Texas A&M University

Dr. Robert D. Brown
Head
Department of Wildlife and Fisheries Sciences
Texas A&M University
2258 TAMU
College Station, TX 77843-2258
(979) 845-1261

5. University of Minnesota

Dr. Dorothy H. Anderson
Department of Forest Resources
University of Minnesota
1530 Cleveland Avenue
St. Paul, MN 55108
(612) 624-2721

6. University of North Dakota

Dr. Carl A. Fox
Director
Office of Research and Program Development
University of North Dakota
PO Box 7134
Grand Forks, ND 58202-7134
(701) 777-4278

7. University of Oklahoma

Dr. Linda L. Wallace
University of Oklahoma
Department of Botany and Microbiology
Norman, OK 73019
(405) 325-6685

ARTICLE V – AWARD

- A. Award under this agreement is as specified in the incorporated proposal and budget (Article XI 1. and 2.).
- B. Upon signature of all parties and upon satisfactory submission of a budget from the Host University, the Federal Agencies will obligate funds as follows:

Bureau of Land Management

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Geological Survey–Biological Resources Division

\$10,000 is awarded to the Host University to carry out this agreement.

National Park Service

\$10,000 is awarded to the Host University to carry out this agreement.

U.S. Forest Service

\$10,000 is awarded to the Host University to carry out this agreement.

- C. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-102, A-133 and specifically, 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture).
- D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An exception is that the US Forest Service 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.

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.

- E. Award of additional funds or in-kind resources will be made through modifications to the agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the agreement shall be kept on file with the Host University.

- F. 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 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).

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 Plains CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement will be prepared, adopted and agreed to by all Great Plains CESU cooperators within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.
- D. Annual work plans will be developed to guide the specific activities of the Great Plains CESU and will:
1. Describe the Great Plains 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 Plains CESU during the year.
- The first annual work plan (for FY2001) will be delivered 120 days from the date this agreement is executed. Five (5) copies of the annual work plan will be delivered to each Federal Agency.
- E. A multi-year strategic plan will be developed to generally guide the Great Plains CESU and will be delivered within 12 months from the date this agreement is executed. Five (5) copies of the multi-year strategic plan will be delivered to each Federal Agency.

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).

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.

ARTICLE X – REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. **NON-DISCRIMINATION:** All activities pursuant 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, 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 or the laws of the District establishing, affecting, or relating to the agreement.
3. **APPROPRIATIONS** (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
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, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United

States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

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 sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted 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. That the results of any cooperative studies may be used for development of theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay theses publication.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI – DOCUMENTS INCORPORATED BY REFERENCE

A. The following are to be incorporated into this agreement:

1. Budget for funds awarded in this agreement
2. DI-2010, Certifications for the Host University and Partner Institutions regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

ARTICLE XII - ATTACHMENTS

A. The following are attached:

1. ATTACHMENT 1 – Financial Status Report, SF 269A
2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
3. ATTACHMENT 3 – ACH Payment, SF3881
4. 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

U.S. Department of Agriculture

- D. U.S. Forest Service

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

- E. UNIVERSITY OF NEBRASKA - LINCOLN
- F. Colorado State University
- G. Langston University
- H. Little Priest Tribal College
- I. Texas A&M University
- J. University of Minnesota
- K. University of North Dakota
- L. University of Oklahoma

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management



for Al Pierson
State Director
Wyoming State Office

10-4-00
Date



Luis Maestas
Assistance Officer
Wyoming State Office

10/5/00
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

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



Sherri Ly Newman
Contracting Officer



Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

C. National Park Service



Theora McVay
Contracting Officer

9.28.00
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

D. U.S. Forest Service

A handwritten signature in cursive script, reading "Denver P. Burns", written over a horizontal line.

Denver P. Burns
Station Director

9-29-00
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

E. University of Nebraska - Lincoln

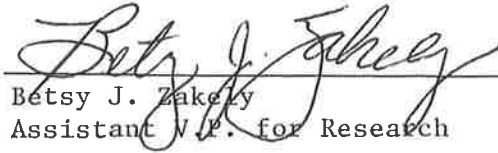


Dr. Donald W. Helmuth
Associate Vice Chancellor

9.20.20
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

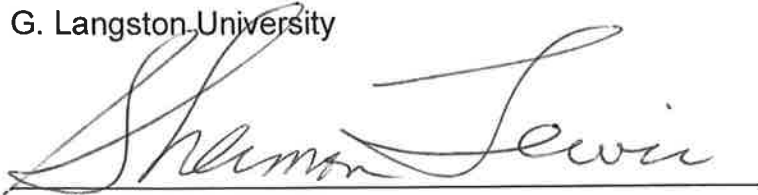
F. Colorado State University


Betsy J. Zakaly
Assistant V.P. for Research

9-21-00
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

G. Langston University

A handwritten signature in cursive script, reading "Sherman Lewis", written over a horizontal line.

Dr. Sherman L. Lewis
Director
Center for Outreach Programs

9-19-00
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

H. Little Priest Tribal College

A handwritten signature in cursive script, reading "Ann M. Downes", written over a horizontal line.

Ms. Ann M. Downes
President

9/18/00
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

I. Texas A&M University


A handwritten signature in cursive script, reading "Edward A. Hilger", written over a horizontal line.

Dr. Ed Hilger
Vice Chancellor and Dean
College of Agriculture and Life Sciences

9-19-00
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

J. University of Minnesota



Mary Lou Weiss
Grants Manager
Sponsored Programs Administration

9/19/00
Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

K. University of North Dakota



Dr. Sally Eckert-Tilotta
Associate Director
Office of Research and Program Development

9/20/20

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

L. University of Oklahoma

A handwritten signature in cursive script, appearing to read "Susan S. Sedwick", written over a horizontal line.

Dr. Susan S. Sedwick

Director

Office of Research Administration

9/18/00

Date

ATTACHMENTS 1-4 REFERENCED IN ARTICLE XII

FINANCIAL STATUS REPORT

(Short Form)

(Follow instructions on the back)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned By Federal Agency		OMB Approval No. 0348-0038	Page of pages
3. Recipient Organization (Name and complete address, including ZIP code)					
4. Employer Identification Number		5. Recipient Account Number or Identifying Number		6. Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Basis <input type="checkbox"/> Cash <input type="checkbox"/> Accrual					
8. Funding/Grant Period (See instructions) From: (Month, Day, Year)		To: (Month, Day, Year)		9. Period Covered by this Report From: (Month, Day, Year)	
To: (Month, Day, Year)		To: (Month, Day, Year)		To: (Month, Day, Year)	
10. Transactions:		I Previously Reported	II This Period	III Cumulative	
11. Indirect Expense		a. Type of Rate (Place "X" in appropriate box) <input type="checkbox"/> Provisional <input type="checkbox"/> Predetermined <input type="checkbox"/> Final <input type="checkbox"/> Fixed			
b. Rate		c. Base		d. Total Amount	
				e. Federal Share	
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.					
13. Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.					
Typed or Printed Name and Title				Telephone (Area code, number and extension)	
Signature of Authorized Certifying Official				Date Report Submitted	

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

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.

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:

☐ CCD+

☐ CTX

☐ CTP

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME:

DUNS NUMBER:

SSN NUMBER OR TAXPAYER ID
NUMBER:

ADDRESS:

CONTACT PERSON NAME AND TITLE:

TELEPHONE NUMBER:

FAX NUMBER:

()

()

TYPE OF BUSINESS (ie, small business, woman-owned business, 8(a), minority, disadvantaged)

EMAIL ADDRESS:

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSIT ACCOUNT NUMBER:

TYPE OF ACCOUNT:

☐

CHECKING

☐

SAVINGS

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

()

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

☐ ADVANCE ☐ REIMBURSE-
MENT

b. "X" the applicable box

☐ FINAL ☐ PARTIAL

2. BASIS OF REQUEST

☐ CASH

☐ 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 (As of date)	\$	\$	\$	\$
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)	

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)

Prescribed by OMB Circulars A-102 and A-110

TEMPLATE

[insert biogeographic name] Cooperative Ecosystem Studies Unit Cooperative Agreement Modification

[insert agency]

MODIFICATION NO [insert #]

COOPERATIVE AGREEMENT NO.: [insert #]

EFFECTIVE DATES: __/__/__ through __/__/__

COOPERATOR(S) [insert contact information]

PROJECT TITLE [insert title]

FISCAL YEAR FUNDING [insert FY#]

ACCOUNT # [insert #]

NOT TO EXCEED: [insert \$]

PROJECT ABSTRACT [insert short description of project.]

SCOPE OF WORK

[Provide or attach a brief explanation of the following:

(a) the proposed work and what is being modified in the Cooperative Agreement;

(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 deliverables.

All other terms and conditions remain the same.]

This Modification is subject to all the provisions included in the Cooperative Agreement, dated [insert date]

[insert coordinator(s)]:

[insert agency]:

[insert appropriate name(s) & title(s)]

DATE

[insert appropriate name(s) & title(s)]

DATE

Use as many signature blocks as needed.

Attach any supporting material as necessary.

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED 9/27/00		Applicant Identifier	
		3. DATE RECEIVED BY STATE		State Application Identifier	
				4. DATE RECEIVED BY FEDERAL AGENCY	
5. APPLICANT INFORMATION					
Legal Name: The Board of Regents of the University of Nebraska			Organizational Unit: School of Natural Resource Sciences		
Address (give city, county, State, and zip code): Research Grants & Contracts Office University of Nebraska-Lincoln 303 Canfield Administration Bldg. Lincoln, NE 68583-0430			Name and telephone number of person to be contacted on matters involving this application (give area code) Kyle Hoagland, Project Coordinator 402-472-8182/ kahoagland@unl.edu		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 4 7 — 0 4 9 1 2 3 3 </div>			7. TYPE OF APPLICANT: (enter appropriate letter in box) <div style="display: flex; justify-content: space-between;"> <div> A. State B. County C. Municipal D. Township E. Interstate F. Intermunicipal G. Special District </div> <div> H. Independent School Dist. I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) _____ </div> </div> <div style="text-align: right; margin-top: -20px;"> <div style="border: 1px solid black; padding: 2px; display: inline-block;">I</div> </div>		
8. TYPE OF APPLICATION: <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision </div> If Revision, enter appropriate letter(s) in box(es) A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify): _____			9. NAME OF FEDERAL AGENCY: BLM, USGS-BRD, NPS, USFS		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 00 — 0000 </div> TITLE: _____			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Great Plains Cooperative Ecosystem Studies Unit - Cooperative and Joint Venture Agreement		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Great Plains States (CO, MN, ND, NE, OK, TX)					
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:			
Start Date 9/00	Ending Date 8/05	a. Applicant One (Nebraska)		b. Project One (Nebraska)	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?			
a. Federal	\$ 40,000	a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW			
b. Applicant	\$ 2,500				
c. State	\$				
d. Local	\$				
e. Other	\$				
f. Program Income	\$				
g. TOTAL	\$ 42,500	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes," attach an explanation. <input checked="" type="checkbox"/> No			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Type Name of Authorized Representative Donald W. Helmuth		b. Title Interim Vice Chancellor for Research		c. Telephone Number 402-472-3171	
d. Signature of Authorized Representative 		e. Date Signed 9.27.00			

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 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 (0348-0043), 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.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry: | Item: | Entry: |
|-------|---|-------|--|
| 1. | Self-explanatory. | 12. | List only the largest political entities affected (e.g., State, counties, cities). |
| 2. | Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable). | 13. | Self-explanatory. |
| 3. | State use only (if applicable). | 14. | List the applicant's Congressional District and any District(s) affected by the program or project. |
| 4. | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. | 15. | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <u>only</u> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 5. | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application. | 16. | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. |
| 6. | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. | 17. | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. |
| 7. | Enter the appropriate letter in the space provided. | 18. | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.) |
| 8. | Check appropriate box and enter appropriate letter(s) in the space(s) provided:

-- "New" means a new assistance award.

-- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.

-- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. | | |
| 9. | Name of Federal agency from which assistance is being requested with this application. | | |
| 10. | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. | | |
| 11. | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project. | | |

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Cooperative Ecosystem Studies		\$	\$	\$ 40,000	\$ 2,500	\$ 42,500
2.						
3.						
4.						
5. Totals		\$	\$	\$ 40,000	\$ 2,500	\$ 42,500

SECTION B - BUDGET CATEGORIES

Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) federal	(2) non-federal	(3)	(4)	
a. Personnel	\$ 16,000	\$	\$	\$	\$ 16,000
b. Fringe Benefits	3,680				3,680
c. Travel	9,304				9,304
d. Equipment					
e. Supplies	2,400				2,400
f. Contractual					
g. Construction					
h. Other	4,704				4,704
i. Total Direct Charges (sum of 6a-6h)	36,088				36,088
j. Indirect Charges	3,912	2,500			6,412
k. TOTALS (sum of 6i and 6j)	\$ 40,000	\$ 2,500	\$	\$	\$ 42,500
7. Program Income	\$	0	\$	0	\$

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Cooperative Ecosystem Studies	\$ 2,500	\$	\$	\$	\$ 2,500
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 2,500	\$	\$	\$	\$ 2,500

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	FUTURE FUNDING PERIODS (Years)			
		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 40,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
14. Non-Federal	2,500	500	500	500	1,000
15. TOTAL (sum of lines 13 and 14)	\$ 42,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 11,000

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0040), 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.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Great Plains CESU Support Budget

	BLM	USGS	NPS	USFS	Host	Total
Salaries and Wages	\$4,000	\$4,000	\$4,000	\$4,000		\$16,000
Fringe Benefits	\$920	\$920	\$920	\$920		\$3,680
Travel	\$2,000	\$2,000	\$2,000	\$3,304		\$9,304
Supplies	\$600	\$600	\$600	\$600		\$2,400
Other	\$1,176	\$1,176	\$1,176	\$1,176		\$4,704
Total Direct Cost	\$8,696	\$8,696	\$8,696	\$10,000		\$36,088
Indirect Costs @ 15%	\$1,304	\$1,304	\$1,304		\$2,500	\$6,412
Total Cost	\$10,000	\$10,000	\$10,000	\$10,000	\$2,500	\$42,500

PART C: Certification Regarding Drug-Free Workplace Requirements

~~CHECK~~ ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

University of Nebraska-Lincoln

14th and R Streets

Lincoln, NE 68588-0430 (Lancaster County)

Check ☐ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ☒ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ☐ IF CERTIFICATION FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Donald W. Helmuth, Interim V.C. for Research
TYPED NAME AND TITLE

9.25.00

DATE