

**GREAT RIVERS
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**AMENDMENT TWO TO
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
Natural Resources Conservation Service
U.S. Forest Service**

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

and

**The Curators of the UNIVERSITY OF MISSOURI (HOST)
Drake University
Indiana University
Iowa State University
Lincoln University
Southern Illinois University
Missouri State University
University of Illinois
University of Iowa
University of Kansas
University of Minnesota
Audubon of Missouri
Audubon – Upper Mississippi River Campaign
Conservation Federation of Missouri
Missouri Botanical Garden
National Mississippi River Museum and Aquarium
St. Mary's University of Minnesota
University of Notre Dame**

Winona State University

Adding:

National Great Rivers Research and Education Center

With the exception of the changes below, all terms and conditions of the Great Rivers CESU Cooperative and Joint Venture Agreement apply to this Amendment, and this Amendment is hereby made part of the Agreement.

ARTICLE I. BACKGROUND AND OBJECTIVES

K.2. The National Great Rivers Research and Education Center is hereby included as a Partner Institution in the Great Rivers Cooperative Ecosystem Studies Unit.

ARTICLE III. TERM OF AGREEMENT

A.1. The effective date of the Great Rivers CESU Cooperative and Joint Venture Agreement is 15 July 2008.

A.3. The effective date of this Amendment to the Great Rivers CESU Cooperative and Joint Venture Agreement shall be determined from the date of the last signature.

ARTICLE IV. KEY OFFICIALS

C.18. The technical representative for the National Great Rivers Research and Education Center is:

Dr. John Chick
Field Station Director
Great Rivers Field Station
National Great Rivers Research and Education Center
Brighton, IL 62012
Phone: (618) 466-9690
Fax: (618) 466-9688
chick@inhs.illinois.edu

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

All award recipients must comply with the following term and condition of award. This term of award is hereby made part of the Agreement pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104) and 2 CFR Part 175.

A. REQUIRED PROVISIONS:

7. 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).

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this amendment:

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

U.S. DEPARTMENT OF DEFENSE

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

I. THE CURATORS OF THE UNIVERSITY OF MISSOURI

- J. Drake University
- K. Indiana University
- L. Iowa State University
- M. Lincoln University
- N. Southern Illinois University
- O. Missouri State University
- P. University of Illinois
- Q. University of Iowa
- R. University of Kansas
- S. University of Minnesota
- T. National Audubon Society, Inc. dba Audubon of Missouri
- U. National Audubon Society, Inc. dba Audubon – Upper Mississippi River Campaign
- V. Conservation Federation of Missouri

- W. Missouri Botanical Garden
- X. National Mississippi River Museum and Aquarium
- Y. St. Mary's University of Minnesota
- Z. University of Notre Dame
- AA. Winona State University
- BB. National Great Rivers Research and Education Center**

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

[Print Name]:
[Print Title]:

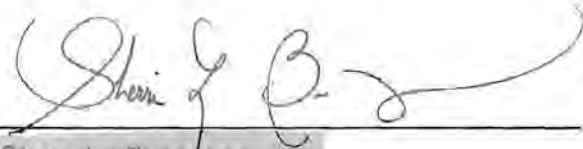
Date

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey



Sherril Ly Brecesen
Contracting Officer

08/23/10
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

C. National Park Service



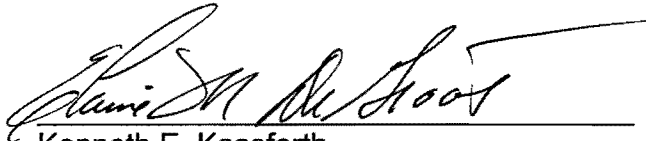
7.1.10

[Print Name]: THEORA J. McVAY
[Print Title]: CONTRACTING OFFICER

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

D. U.S. Fish and Wildlife Service



~~Kenneth E. Kaseforth~~
Level III Contracting Officer, Region 3
Elaine M. DeGroot

7/14/2010
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

E. Natural Resources Conservation Service


ELORIS D. SPEIGHT
Deputy Chief for Management

21 Jul 10
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

F. U.S. Forest Service



David Garrison
Grants & Agreements Specialist

[Print Name]:

[Print Title]:

5/25/11
Date

ARTICLE XIV - AUTHORIZING SIGNATURES (cont.)

G. Department of Defense - Office of the Deputy Under Secretary of Defense
(Installations and Environment)



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

22 July 10
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

H. Department of the Army, U.S Corps of Engineers-Civil Works

Michael D. Lee
[Print Name]:
[Print Title]:

12 July 2010
Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

I. The Curators of the University of Missouri



Jennifer Duncan, CPA, MPA
Director, Sponsored Programs Administration

[Print Name]:
[Print Title]:

2/24/10

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

J. Drake University

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

K. Indiana University

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

L. Iowa State University



8/16/10

[Print Name]:

Date

[Print Title]:

Rochelle Athey
Director
Office of Sponsored Programs Administration
Iowa State University

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

M. Lincoln University

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

N. Southern Illinois University

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

O. Southwest Missouri State University

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

P. University of Illinois

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Q. University of Iowa

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

R. University of Kansas

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

S. University of Minnesota

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

T. National Audubon Society, Inc. dba Audubon of Missouri

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

U. National Audubon Society, Inc. dba Audubon – Upper Mississippi River Campaign

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

V. Conservation Federation of Missouri

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

W. Missouri Botanical Garden

[Print Name]:
[Print Title]:

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

X. National Mississippi River Museum and Aquarium

Mark D. Wagner

Mark D. Wagner

[Print Name]:

[Print Title]:

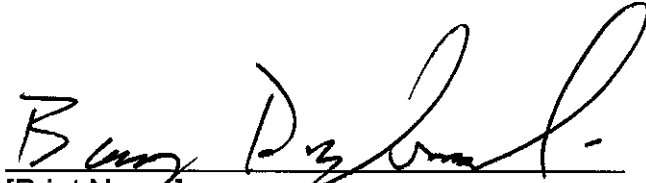
Education Director

7/1/2010

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Y. St. Mary's University of Minnesota



[Print Name]: Barry Drazkowski
[Print Title]: Director GeoSpatial Services
University Representative

July 1, 2010

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

Z. University of Notre Dame

Michael T. Edwards
Assistant Vice President / Director, Office of Research

Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

AA. Winona State University



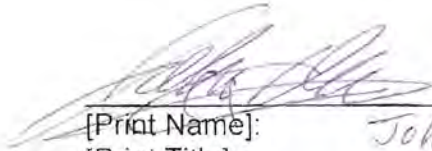
W. HAROLD ORNES

10-11-10

[Print Name]: DEAN, COLLEGE OF
[Print Title]: SCIENCE & ENGINEERING Date

ARTICLE XIV. AMENDMENT AUTHORIZING SIGNATURES (cont.)

BB. National Great Rivers Research and Education Center



[Print Name]:
[Print Title]:

John Clark
Field Station Director

5/13/2010
Date