

BLM # BAA043001
USFWS# 12200-4-J001
USGS # 04HQAG0124
NPS # H8080040012
USDA FS # 04-JV-11272150-424
NRCS # 68-3A75-4-72

**HAWAII – PACIFIC ISLANDS
COOPERATIVE ECOSYSTEM STUDIES UNIT
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

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

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

and

**UNIVERSITY OF HAWAII (HOST)
(UH-Manoa, UH-Hilo, UH-West Oahu, Hawaii Community College, Honolulu
Community College, Kapiolani Community College, Kauai Community College,
Leeward Community College, Maui Community College, Windward Community
College)**

**University of California - Berkeley
University of Guam
American Samoa Community College
Bishop Museum
National Tropical Botanical Garden
The Nature Conservancy
Pacific International Center for High Technology Research**

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the Bureau of Land Management, U.S. Fish and Wildlife Service, U.S.

Geological Survey, National Park Service, U.S.D.A. Forest Service, and Natural Resources Conservation Service (hereinafter called Federal Agencies), and the University of Hawaii and its partner institutions is to establish and maintain the Hawaii-Pacific Islands Cooperative Ecosystem Studies Unit (CESU). The Hawaii-Pacific Islands CESU is associated with a national network of CESUs.

- B. The objectives of the Hawaii-Pacific Islands Cooperative Ecosystem Studies Unit 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 resource 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 this cooperative agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.
- D. The U.S. Fish and Wildlife Service (hereinafter call 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 16 U.S.C. 742f, the USFWS is authorized to enter into this cooperative agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.
- E. 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 U.S.C. 6302 et seq., 16 U.S.C. 1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into this cooperative

agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.

- F. 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 this cooperative agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.
- G. The U.S.D.A. Forest Service (hereinafter called USDA FS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C. 1641-1646). In accordance with 7 U.S.C. 3318 (b) the USDA FS is authorized to enter into this joint venture agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance, and education.
- H. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 Of P.L. 106-387, 7 U.S.C. 6962a, NRCS is authorized to enter into this cooperative agreement to establish the Hawaii-Pacific Islands CESU to assist in providing research, technical assistance and education.
- I. The University of Hawaii (hereinafter called Host University) participates in the Hawaii-Pacific Islands CESU through its ten campuses (UH-Manoa, UH-Hilo, UH-West Oahu, Hawaii Community College, Honolulu Community College, Kapiolani Community College, Kauai Community College, Leeward Community College, Maui Community College, and Windward Community College). The University of Hawaii, Manoa is the administrative lead for the Host University. Functioning as a system, the purposes of the University of Hawaii are to: 1) provide all qualified people in Hawaii with equal opportunity for high quality college and university education and training; 2) provide a variety of entry points into a comprehensive set of postsecondary educational offerings, allowing flexibility for students to move within the system to meet individual educational and professional goals; and 3) advance missions that promote distinctive pathways to excellence, differentially emphasizing instruction, research, and service while fostering a cohesive response to state needs and participation in the global community.
- J. The partner institutions to the Host University include University of California - Berkeley, University of Guam, American Samoa Community College, the Bishop

Museum, the National Tropical Botanical Garden, The Nature Conservancy, and the Pacific International Center for High Technology Research.

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 Hawaii-Pacific Islands 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;
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 Hawaii-Pacific Islands 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, in accordance with the respective policies of the Host University or Partner Institutions, 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 Hawaii-Pacific Islands CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Hawaii-Pacific Islands CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Hawaii-Pacific Islands CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;

5. Provide access for Federal Hawaii-Pacific Islands 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, 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 Hawaii-Pacific Islands CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a Hawaii-Pacific Islands 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 Hawaii-Pacific Islands 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 Hawaii-Pacific Islands 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 Hawaii-Pacific Islands CESU.

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

1. Establish and maintain the Hawaii-Pacific Islands CESU closely following mission and goals of the CESU Network as described in the *CESU Network Strategic Plan FY2004-2008*, adapting key elements to local and regional needs, as appropriate;
2. Develop and adopt a Hawaii-Pacific Islands CESU role and mission statement;
3. Develop a multi-year strategic plan;
4. Make modifications, as appropriate, to this agreement that are in accordance with their respective policies and procedures and 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, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture) and these documents are incorporated into this agreement by reference.

ARTICLE III. TERM 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. 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.
- C. 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 Hawaii-Pacific Islands CESU.
- D. 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. D. 1.
 1. 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.
- E. 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.
- F. 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
Edward Lorentzen
USDI, Bureau of Land Management
California State Office
2800 Cottage, Room W-1834
Sacramento, CA 95825-1886
Phone: 916-978-4646
Fax: 916-978-4657
elorentz@ca.blm.gov
2. U.S. Fish and Wildlife Service
Field Supervisor
U.S. Fish and Wildlife Service
Pacific Islands Fish and Wildlife Office
300 Ala Moana Boulevard, Room 3-122
Honolulu, HI 96850
Phone: 808-792-9400
Fax: 808-792-9581
3. U.S. Geological Survey
David A. Helweg, Ph.D.
Deputy Center Director
Pacific Island Ecosystems Research Center
U.S. Geological Survey
3190 Maile Way, Room 408
Honolulu, HI 96822
Phone: 808-956-9588
Fax: 808-956-5687
david_helweg@usgs.gov
4. National Park Service
Darcy Hu
Ecologist
National Park Service
Pacific West Region – Hawaii Volcanoes National Park
P.O. Box 52
Hawaii National Park, HI 96718
Phone: 808-985-6092
Fax: 808-985-6192
darcy_hu@nps.gov

5. USDA Forest Service

Carol DeMuth, Assistant Director
Operations, Research Planning and Applications
Pacific Southwest Research Station
USDA Forest Service
P.O. Box 245
Berkeley, CA 94701
Phone: 510-559-6315
Fax: 510-559-6440
cdemuth@fs.fed.us

6. Natural Resources Conservation Service

Sheryl H. Kunickis, Ph.D.
USDA Natural Resources Conservation Service
14th and Independence Avenue SW, Room 5238
Washington, DC 20250
Phone: 202-720-8723
Fax: 202-720-4839
sheryl.kunickis@usda.gov

B. The technical representative for the Host University is:

David Cameron Duffy
Professor of Botany and Unit Leader
University of Hawai'i
3190 Maile Way St. John 410
Honolulu, HI 96822
Phone: 808-956-8218
Fax: 808-973-2936 / 808-956-3923 (backup fax)
dduffy@hawaii.edu

C. The technical representatives for the Partner Institutions are:

1. University of California - Berkeley

Rosemary Gillespie
Director, Essig Museum of Entomology
Professor, Insect Biology
University of California
Berkeley, CA 94720-3112
Phone: 510-642-3445
Fax: 510-642-7428
gillespi@nature.berkeley.edu

2. University of Guam
Barry D. Smith
Director
Marine Laboratory
University of Guam
UOG Station
Mangilao, GU 96913
Phone: 671-735-2175
Fax: 671-734-6767
bdsmith@uog9.uog.edu
3. American Samoa Community College
Don Vargo
American Samoa Community College
Department of Community and Natural Resources
P.O. Box 5319
Pago Pago, AS 96799-5319
Phone: 011-684-699-1394/1575/2550
Fax: 011-684-699-5011
dvargo@ascc.as
4. Bishop Museum
Allen Allison
Vice President for Science
Bishop Museum
1525 Bernice Street
Honolulu, HI 96817
Phone: 808-848-4145
Fax: 808-847-8252
allison@bishopmuseum.org
5. National Tropical Botanical Garden
Dr. Diane Ragone
Director, The Breadfruit Institute
National Tropical Botanical Garden
3530 Papalina Road
Kalaheo, HI 96741
Phone: 808-332-7324 ext. 224
Fax: 808-332-9765
ragone@ntbg.org
6. The Nature Conservancy
Mark Fox
Director of External Affairs
The Nature Conservancy of Hawai'i
923 Nuuanu Avenue

Honolulu, HI 96817
Phone: 808-537-4508
Fax: 808-545-2019
mfox@tnc.org

7. Pacific International Center for High Technology Research

Dr. Terry Surles
President
PICHTR
1440 Kapiolani Boulevard, Suite 1225
Honolulu, HI 96814
Phone: 808-943-3771
Fax: 808-943-9582

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 and related documentation 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. Fish and Wildlife Service

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

U.S. Geological Survey

\$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.

USDA Forest Service

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

Natural Resources Conservation 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-87, A-110, A-102, A-122, A-133, and specifically, 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture).
- D. A 17.5% indirect cost rate of total direct costs (all costs except equipment) will be paid on work covered by the agreement and all its modifications. An exception is that

the USDA FS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of P.L. 108-199. In accordance with individual Federal Agency policies, indirect costs may be used to satisfy Federal Agency 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 Hawaii-Pacific Islands CESU Federal Agencies and Partner Institutions 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 for the Hawaii-Pacific Islands CESU will be prepared, adopted and agreed to by all CESU Federal Agencies, the Host University, and Partner Institutions 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 Hawaii-Pacific Islands CESU and will:
1. Describe the Hawaii-Pacific Islands 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 Hawaii-Pacific Islands CESU during the year.
- The first annual work plan (for FY2005) 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 Hawaii-Pacific Islands 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). 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 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 establishing, affecting, or relating to the agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341):** Nothing herein contained in this agreement shall be construed as binding the Federal Agencies

to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

4. OFFICIALS NOT TO BENEFIT: No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon. The provisions of this section shall not apply to any contracts or agreements heretofore or hereafter entered into under the Agricultural Adjustment Act (7.U.S.C. 601 et seq.), the Federal Farm Loan Act, the Emergency Farm Mortgage Act of 1933, the Federal Farm Mortgage Corporation Act, the Farm Credit Act of 1933, and the Home Owners' Loan Act of 1933 (12 U.S.C. 1461 et seq.), and shall not apply to contracts or agreements of a kind which the Secretary of Agriculture may enter into with farmers: Provided, That such exemption shall be made a matter of public record.

5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official 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:

Governmental Parties

The Federal Agencies, 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.

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 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
- 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 or 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 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

- A. The following are to be incorporated into this agreement:
 - 1. Budget for funds awarded in this agreement (including Application for Federal Assistance, SF424)
 - 2. Hawaii-Pacific Islands CESU proposal and addendum
 - 3. DI-2010, Certifications for the Host University 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 – Federal Cash Transactions Report, SF272
 - 4. ATTACHMENT 4 – ACH Payment, SF3881
 - 5. ATTACHMENT 5 – 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. Fish and Wildlife Service
- C. U.S. Geological Survey
- D. National Park Service

U.S. DEPARTMENT OF AGRICULTURE

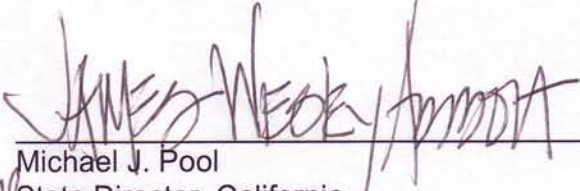
- E. USDA Forest Service
- F. Natural Resources Conservation Service

G. UNIVERSITY OF HAWAII

- H. University of California - Berkeley
- I. University of Guam
- J. American Samoa Community College
- K. Bishop Museum
- L. National Tropical Botanical Garden
- M. The Nature Conservancy
- N. Pacific International Center for High Technology Research

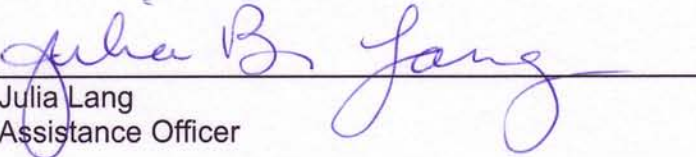
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management



Michael J. Pool
State Director, California

6/17/04
Date



Julia Lang
Assistance Officer

6/17/04
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Fish and Wildlife Service

Acting
Dave Allen
Regional Director


Dave Allen

6/25/04
Date

CONTRACT SUFFICIENCY REVIEW:
Stephanie Aulichman *6/24/04*
Contracting Officer FWS - 19093 Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. U.S. Geological Survey



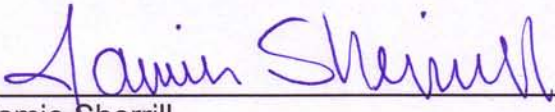
Sherri Ly Bredesen
Chief, Grants Branch



Date

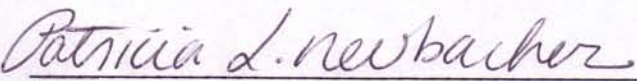
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. National Park Service



Jamie Sherrill
Contracts/Agreements Team Leader

6/23/04
Date


for 

Jonathan B. Jarvis
Regional Director
Pacific West Region

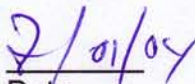
6/24/04
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. USDA Forest Service



James R. Sedell
Pacific Southwest Research Station



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. Natural Resources Conservation Service

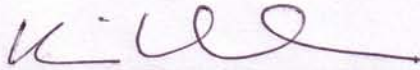
A handwritten signature in blue ink, appearing to read "Bruce I. Knight", is written over a horizontal line.

Bruce I. Knight
Chief

6/28/04
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. University of Hawaii, systemwide authorization



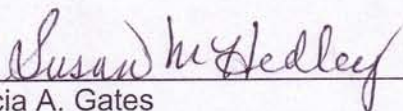
Kevin Hanaoka
Interim Director, ORS

JUN 10 2004

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. University of California - Berkeley

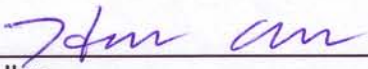


Patricia A. Gates
Assistant Director, Federal Projects

6-16-04
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. University of Guam

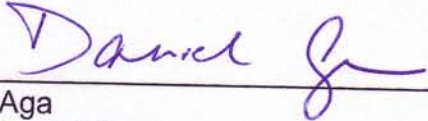


Harold L. Allen
President

6/14/04
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. American Samoa Community College

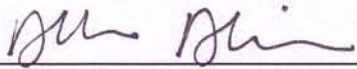


Daniel Aga
Acting Dean/Director

7 June 04
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. Bishop Museum

A handwritten signature in dark ink, appearing to read 'Dr. Allison', is written over a horizontal line.

Dr. Allen Allison
Vice President
Science Division

June 16, 2004
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. National Tropical Botanical Garden

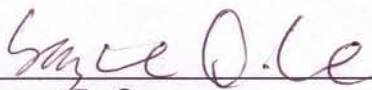


Chipper Wichman
Acting Director

6/15/04
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. The Nature Conservancy



Suzanne D. Case
Executive Director
The Nature Conservancy of Hawai'i

6-11-04
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Pacific International Center for High Technology Research



Janel Pang
Assistant Controller and Contracts Officer

June 7, 2004
Date

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 (<i>See instructions</i>) From: (Month, Day, Year)	To: (Month, Day, Year)	9. Period Covered by this Report From: (Month, Day, Year)	To: (Month, Day, Year)
10. Transactions:	I Previously Reported	II This Period	III Cumulative
a. Total outlays			
b. Recipient share of outlays			
c. Federal share of outlays			
d. Total unliquidated obligations			
e. Recipient share of unliquidated obligations			
f. Federal share of unliquidated obligations			
g. Total Federal share(<i>Sum of lines c and f</i>)			
h. Total Federal funds authorized for this funding period			
i. Unobligated balance of Federal funds(<i>Line h minus line g</i>)			
11. Indirect Expense	a. Type of Rate (<i>Place "X" in appropriate box</i>) <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: <i>Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation.</i>			
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	

Public reporting burden for this collection of information is estimated to average 90 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 (0348-0038), 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.

Please type or print legibly. The following general instructions explain how to use the form itself. You may need additional information to complete certain items correctly, or to decide whether a specific item is applicable to this award. Usually, such information will be found in the Federal agency's grant regulations or in the terms and conditions of the award. You may also contact the Federal agency directly.

Item	Entry	Item	Entry
1, 2 and 3.	Self-explanatory.		
4.	Enter the Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service.		
5.	Space reserved for an account number or other identifying number assigned by the recipient.		
6.	Check <i>yes</i> only if this is the last report for the period shown in item 8.	10b.	Self-explanatory.
7.	Self-explanatory.	10c.	Self-explanatory.
8.	Unless you have received other instructions from the awarding agency, enter the beginning and ending dates of the current funding period. If this is a multi-year program, the Federal agency might require cumulative reporting through consecutive funding periods. In that case, enter the beginning and ending dates of the grant period, and in the rest of these instructions, substitute the term "grant period" for "funding period."	10d.	Enter the total amount of unliquidated obligations, including unliquidated obligations to subgrantees and contractors. Unliquidated obligations on a cash basis are obligations incurred, but not yet paid. On an accrual basis, they are obligations incurred, but for which an outlay has not yet been recorded. Do not include any amounts on line 10d that have been included on lines 10a, b, or c. On the final report, line 10d must be zero.
9.	Self-explanatory.	10e.	f, g, h, h and i. Self-explanatory.
10.	The purpose of columns I, II, and III is to show the effect of this reporting period's transactions on cumulative financial status. The amounts entered in column I will normally be the same as those in column III of the previous report in <i>the same funding period</i> . If this is the first or only report of the funding period, leave columns I and II blank. If you need to adjust amounts entered on previous reports, footnote the column I entry on this report and attach an explanation.	11a.	Self-explanatory.
10a.	Enter total program outlays less any rebates, refunds, or other credits. For reports prepared on a cash basis, outlays are the sum of actual cash disbursements for direct costs for goods and services, the amount of indirect expense charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. For reports prepared on an accrual basis, outlays are the sum of actual cash disbursements for direct charges for goods and services, the amount of indirect expense incurred,	11b.	Enter the indirect cost rate in effect during the reporting period.
		11c.	Enter the amount of the base against which the rate was applied.
		11d.	Enter the total amount of indirect costs charged during the report period.
		11e.	Enter the Federal share of the amount in 11d.
		Note:	If more than one rate was in effect during the period shown in item 8, attach a schedule showing the bases against which the different rates were applied, the respective rates, the calendar periods they were in effect, amounts of indirect expense charged to the project, and the Federal share of indirect expense charged to the project to date.

REQUEST FOR ADVANCE OR REIMBURSEMENT <i>(See instructions on back)</i>		OMB APPROVAL NO.		PAGE	OF
		0348-0004			PAGES
		1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSE- MENT 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		10. PAYEE (Where check is to be sent if different than item 9)			
Name: Number and Street: City, State and ZIP Code:		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)				\$	

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>	<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.		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.
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.	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.
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.	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.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	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.
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.	13	Complete the certification before submitting this request.
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		

FEDERAL CASH TRANSACTIONS REPORT <i>(See instructions on the back. If report is for more than one grant or assistance agreement, attach completed Standard Form 272A.)</i>		OMB APPROVAL NO. 0348-0003 1. Federal sponsoring agency and organizational element to which this report is submitted	
2. RECIPIENT ORGANIZATION Name: Number and Street: City, State and ZIP Code:		4. Federal grant or other identification number	5. Recipient's account number or identifying number
		6. Letter of credit number	7. Last payment voucher number
		Give total number for this period	
		8. Payment Vouchers credited to your account	9. Treasury checks received <i>(whether or not deposited)</i>
3. FEDERAL EMPLOYER IDENTIFICATION NO.		10. PERIOD COVERED BY THIS REPORT	
		FROM <i>(month, day, year)</i>	TO <i>(month, day, year)</i>
11. STATUS OF FEDERAL CASH <i>(See specific instructions on the back)</i>		a. Cash on hand beginning of reporting period	
		\$	
		b. Letter of credit withdrawals	
		c. Treasury check payments	
		d. Total receipts <i>(Sum of lines b and c)</i>	
		e. Total cash available <i>(Sum of lines a and d)</i>	
		f. Gross disbursements	
		g. Federal share of program income	
		h. Net disbursements <i>(Line f minus line g)</i>	
		i. Adjustments of prior periods	
		j. Cash on hand end of period	
		\$	
12. THE AMOUNT SHOWN ON LINE 11j, ABOVE, REPRESENTS CASH REQUIREMENTS FOR THE ENSUING <i>Days</i>		13. OTHER INFORMATION	
		a. Interest income	
		\$	
		b. Advances to subgrantees or subcontractors	
		\$	
14. REMARKS <i>(Attach additional sheets of plain paper, if more space is required)</i>			

15. CERIFICATION			
I certify to the best of my knowledge and belief that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the grant or agreement.	AUTHORIZED	SIGNATURE	DATE REPORT SUBMITTED
	CERTIFYING	TYPED OR PRINTED NAME AND TITLE	TELEPHONE <i>(Area Code, Number, Extension)</i>
	OFFICIAL		

THIS SPACE FOR AGENCY USE

INSTRUCTIONS

Public reporting burden for this collection of information is estimated to average 120 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 (0348-0003), 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.

Please type or print legibly. Items 1, 2, 8, 9, 10, 11d, 11e, 11h, and 15 are self explanatory, specific instructions for other items are as follows:

<i>Item</i>	<i>Entry</i>	<i>Item</i>	<i>Entry</i>
3	Enter Employer Identification Number (EIN) assigned by the U.S. Internal Revenue Service or the FICE (institution) code.		benefits if treated as a direct cost, interdepartmental charges for supplies and services, and the amount to which the recipient is entitled for indirect costs.
4	If this report covers more than one grant or other agreement, leave items 4 and 5 blank and provide the information on Standard Form 272A, Report of Federal Cash Transactions - Continued. Enter Federal grant number, agreement number, or other identifying numbers if requested by sponsoring agency.	11g	Enter the Federal share of program income that was required to be used on the project or program by the terms of the grant or agreement.
5	This space reserved for an account number or other identifying number that may be assigned by the recipient.	11i	Enter the amount of all adjustments pertaining to prior periods affecting the ending balance that have not been included in any lines above. Identify each grant or agreement for which adjustment was made, and enter an explanation for each adjustment under "Remarks." Use plain sheets of paper if additional space is required.
6	Enter the letter of credit number that applies to this report. If all advances were made by Treasury check, enter "NA" for not applicable and leave items 7 and 8 blank.	11j	Enter the total amount of Federal cash on hand at the end of the reporting period. This amount should include all funds on deposit, imprest funds, and undeposited funds (line e, less line h, plus or minus line i).
7	Enter the voucher number of the last letter-of-credit payment voucher (Form TUS 5401) that was credited to your account.	12	Enter the estimated number of days until the cash on hand, shown on line 11j, will be expended. If more than three days cash requirements are on hand, provide an explanation under "Remarks" as to why the drawdown was made prematurely, or other reasons for the excess cash. The requirement for the explanation does not apply to prescheduled or automatic advances.
11a	Enter the total amount of Federal cash on hand at the beginning of the reporting period including all of the Federal funds on deposit, imprest funds, and undeposited Treasury checks.	13a	Enter the amount of interest earned on advances of Federal funds but not remitted to the Federal agency. If this includes any amount earned and not remitted to the Federal sponsoring agency for over 60 days, explain under "Remarks." Do not report interest earned on advances to States.
11b	Enter total amount of Federal funds received through payment vouchers (Form TUS 5401) that were credited to your account during the reporting period.	13b	Enter the amount of advance to secondary recipients included in item 11h.
11c	Enter the total amount of all Federal funds received during the reporting period through Treasury checks, whether or not deposited.	14	In addition to providing explanations as required above, give additional explanation deemed necessary by the recipient and for information required by the Federal sponsoring agency in compliance with governing legislation. Use plain sheets of paper if additional space is required.
11f	Enter the total Federal cash disbursements, made during the reporting period, including cash received as program income. Disbursements as used here also include the amount of advances and payments less refunds to subgrantees or contractors; the gross amount of direct salaries and wages, including the employee's share of		

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

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:

☐

CHECKING

☐

SAVINGS

☐

LOCKBOX

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

TELEPHONE NUMBER:

()

Instructions for Completing SF 3881 Form

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.

TEMPLATE/EXAMPLE

[insert biogeographic name] Cooperative Ecosystem Studies Unit Cooperative Agreement Modification [some federal agencies may use a "task order" or "task agreement," etc. instead of "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]. <div style="display: flex; justify-content: space-between;"> <div>[insert coordinator(s)]:</div> <div>[insert agency]:</div> </div> <div style="display: flex; justify-content: space-between;"> <div>[insert appropriate name(s) & title(s)] _____ DATE</div> <div>[insert appropriate name(s) & title(s)] _____ DATE</div> </div> <p style="text-align: center;"><i>Use as many signature blocks as needed.</i></p>		

Attach any supporting material as necessary.

**CESU Planning Support
Hawaii-Pacific Islands CESU**

	BLM	USFWS	USGS	NPS	USDA-FS	NRCS	UH	Total
Salaries	3700	3700	3700	3700	4480	3700	0	22980
Benefits (25%)	925	925	925	925	1120	925	0	5745
Travel	1700	1700	1700	1700	1700	1700	0	10200
Supplies	700	700	700	700	700	700	0	4200
Subcontracts	700	700	700	700	1200	1000	0	5000
Other (Communications)	786	786	786	786	800	1066	0	5010
Subtotal	8511	8511	8511	8511	10000	9091	0	53135
Indirect (17.5%)*	1489	1489	1489	1489	0	909	2500	9365
Total	10000	10000	10000	10000	10000	10000	2500	62500

UH= waived overhead [as cost-share for USDA FS]

The subcontract will be for a facilitator to direct the strategic planning process.

*except USDA = 0% overhead and NRCS = 10% overhead

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 June 5, 2004	Applicant Identifier
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION																													
Legal Name: The University of Hawaii	Organizational Unit: Statewide System																												
Address (give city, county, State, and zip code): 2530 Dole Street, D200 Honolulu, HI 96822	Name and telephone number of person to be contacted on matters involving this application (give area code) Dr. David Cameron Duffy, 808-956-8218																												
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 9 9 — 6 0 0 0 3 5 4 </div>																													
7. TYPE OF APPLICANT: (enter appropriate letter in box) <div style="float: right; border: 1px solid black; padding: 2px; margin-top: 10px;">I</div> <table style="width:100%; font-size: small;"> <tr> <td>A. State</td> <td>H. Independent School Dist.</td> </tr> <tr> <td>B. County</td> <td>I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>C. Municipal</td> <td>J. Private University</td> </tr> <tr> <td>D. Township</td> <td>K. Indian Tribe</td> </tr> <tr> <td>E. Interstate</td> <td>L. Individual</td> </tr> <tr> <td>F. Intermunicipal</td> <td>M. Profit Organization</td> </tr> <tr> <td>G. Special District</td> <td>N. Other (Specify) _____</td> </tr> </table>		A. State	H. Independent School Dist.	B. County	I. State Controlled Institution of Higher Learning	C. Municipal	J. Private University	D. Township	K. Indian Tribe	E. Interstate	L. Individual	F. Intermunicipal	M. Profit Organization	G. Special District	N. Other (Specify) _____														
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G. Special District	N. Other (Specify) _____																												
8. TYPE OF APPLICATION: <div style="text-align: center;"> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision </div> If Revision, enter appropriate letter(s) in box(es) <div style="display: inline-block; width: 30px; height: 20px; border: 1px solid black; margin: 0 5px;"></div> <div style="display: inline-block; width: 30px; height: 20px; border: 1px solid black; margin: 0 5px;"></div> <table style="width:100%; font-size: x-small;"> <tr> <td>A. Increase Award</td> <td>B. Decrease Award</td> <td>C. Increase Duration</td> </tr> <tr> <td>D. Decrease Duration</td> <td colspan="2">Other(specify): _____</td> </tr> </table>		A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	Other(specify): _____																							
A. Increase Award	B. Decrease Award	C. Increase Duration																											
D. Decrease Duration	Other(specify): _____																												
9. NAME OF FEDERAL AGENCY: CESU: BLM, FWS, USGS, NPS, USDA FS, USDA NRCS																													
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <div style="text-align: center; border: 1px solid black; padding: 2px; display: inline-block;"> — </div> TITLE: Cooperative Ecosystem Studies Units																													
11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Hawaii-Pacific Islands Cooperative Ecosystem Studies Unit																													
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Hawai'i and US Pacific Commonwealths and Territories																													
13. PROPOSED PROJECT Start Date: 7/15/04 Ending Date: 8/15/09	14. CONGRESSIONAL DISTRICTS OF: a. Applicant: First b. Project: First																												
15. ESTIMATED FUNDING: <table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <td style="width:20%;">a. Federal</td> <td style="width:10%;">\$</td> <td style="width:10%; text-align: right;">60,000</td> <td style="width:10%; text-align: right;">.00</td> </tr> <tr> <td>b. Applicant</td> <td>\$</td> <td style="text-align: right;">2,500</td> <td style="text-align: right;">.00</td> </tr> <tr> <td>c. State</td> <td>\$</td> <td></td> <td style="text-align: right;">.00</td> </tr> <tr> <td>d. Local</td> <td>\$</td> <td></td> <td style="text-align: right;">.00</td> </tr> <tr> <td>e. Other</td> <td>\$</td> <td></td> <td style="text-align: right;">.00</td> </tr> <tr> <td>f. Program Income</td> <td>\$</td> <td></td> <td style="text-align: right;">.00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$</td> <td style="text-align: right;">62,500</td> <td style="text-align: right;">.00</td> </tr> </table>		a. Federal	\$	60,000	.00	b. Applicant	\$	2,500	.00	c. State	\$.00	d. Local	\$.00	e. Other	\$.00	f. Program Income	\$.00	g. TOTAL	\$	62,500	.00
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f. Program Income	\$.00																										
g. TOTAL	\$	62,500	.00																										
16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? 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																													
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 Kevin Hanaoka	b. Title Interim Director, ORS																												
c. Telephone Number (808) 956-7800	d. Signature of Authorized Representative 																												
e. Date Signed JUN 10 2004																													

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. Establish HPI-CESU		\$	\$	\$ 60,000.00	\$ 2,500.00	\$ 62,500.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 60,000.00	\$ 2,500.00	\$ 62,500.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	(2)	(3)	(4)		
a. Personnel	\$ 22,980.00	\$	\$	\$	\$	22,980.00
b. Fringe Benefits	5,745.00					5,745.00
c. Travel	10,200.00					10,200.00
d. Equipment						0.00
e. Supplies	4,200.00					4,200.00
f. Contractual	5,000.00					5,000.00
g. Construction						0.00
h. Other	5,010.00					5,010.00
i. Total Direct Charges (sum of 6a-6h)	53,135.00		0.00	0.00	0.00	53,135.00
j. Indirect Charges	9,365.00					9,365.00
k. TOTALS (sum of 6i and 6j)	\$ 62,500.00	\$	0.00	\$ 0.00	\$ 0.00	\$ 62,500.00
7. Program Income	\$	\$	\$	\$	\$	0.00

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Establish HPI CESU	\$ 2,500.00	\$	\$	\$	2,500.00
9.					0.00
10.					0.00
11.					0.00
12. TOTAL (sum of lines 8-11)	\$ 2,500.00	\$ 0.00	\$ 0.00	\$	2,500.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
	\$	\$	\$	\$	\$
13. Federal	60,000.00	15,000.00	15,000.00	15,000.00	15,000.00
14. Non-Federal	2,500.00	625.00	625.00	625.00	625.00
15. TOTAL (sum of lines 13 and 14)	\$ 62,500.00	\$ 15,625.00	\$ 15,625.00	\$ 15,625.00	\$ 15,625.00

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. Establish HPI CESU	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$	0.00	\$ 0.00	\$ 0.00	0.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges: predetermined; \$50,000 Base Total to which rate applied; \$9,365 total IDC
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.

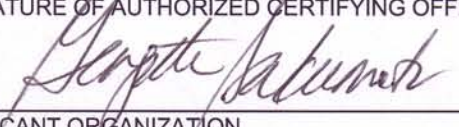
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Kevin Hanaoka Interim Director of Research Services
APPLICANT ORGANIZATION University of Hawaii	DATE SUBMITTED JUN 10 2004

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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)

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
KEVIN HANAOKA
Interim Director-ORS

TYPED NAME AND TITLE

JUN 10 2004

DATE