NORTH ATLANTIC COAST COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE AGREEMENT

between

U.S. Geological Survey--Biological Resources Division National Park Service

and

UNIVERSITY OF RHODE ISLAND (HOST) University of Maryland – Eastern Shore

ARTICLE I - BACKGROUND AND OBJECTIVES

- A. This Cooperative Agreement between the U.S. Geological Survey--Biological Resources Division, and the National Park Service (hereinafter called Federal Agencies), and the University of Rhode Island and its partner institution(s) is to establish and maintain the North Atlantic Coast Cooperative Ecosystem Studies Unit. The North Atlantic Coast CESU is associated with a national network of CESUs.
- B. The objectives of the North Atlantic Coast Cooperative Ecosystem Studies Unit (CESU) are to:
 - Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context; and

- Place special emphasis on the working collaboration among federal agencies and universities and their related partner institution(s).
- C. The U.S. Geological Survey--Biological Resources Division (hereinafter called BRD) works with others to provide scientific understanding and technologies needed to support the sound management and conservation of our Nation's biological resources (Secretarial Order No. 3202). In accordance with 16 U.S.C.1a-2j, 16 U.S.C. 5933 and Secretarial Order No. 3202, the BRD is authorized to enter into a cooperative agreement to establish the North Atlantic Coast CESU to assist in providing research, technical assistance and education.
- D. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the North Atlantic Coast CESU to assist in providing research, technical assistance and education.
- E. The University of Rhode Island (hereinafter called Host University) is one of the nation's premier academic institutions for the study of coastal ecosystems and associated watersheds. There are more than 200 faculty and 40 departments and programs that work in the field of marine, coastal, and environmental research, teaching, or service. The University of Rhode Island hosts a mixture of University programs, federal cooperative partnerships, and major federal laboratories that contribute to a diverse and enriched community all focused on coastal zone ecosystems.
- F. The partner institution(s) to the Host University includes the University of Maryland Eastern Shore, (hereinafter called Partner Institution(s)).

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;

 Conduct, with the Host University and Partner Institution(s), a program of research, technical assistance and education related to the North Atlantic Coast CESU objectives and to the extent allowed by each Federal Agencies' authorizing legislation;

3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all

applicable laws, regulations and Federal Agencies' policies;

4. Provide funds for basic support and salary for release time of Host University and Partner Institution faculty, as appropriate;

- 5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
- 6. Make available managers to serve on the North Atlantic Coast CESU Manager's Committee;
- 7. Comply with the Host University's and Partner Institution(s)' 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 polices 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 Institution(s), including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the agreement; and
- 10. Be individually responsible for their agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

- 1. Establish, in consultation with the Federal Agencies and Partner Institution(s), the North Atlantic Coast CESU;
- 2. Conduct, with participating Federal Agencies and Partner Institution(s), a program of research, technical assistance and education related to the North Atlantic Coast CESU objectives;
- Provide release time for faculty to engage in participating Federal Agencies research, technical assistance and education activities related to the North Atlantic Coast CESU objectives, as appropriate;
- 4. Provide basic administrative and clerical support as appropriate;
- Provide access for North Atlantic Coast CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
- 6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies personnel to be located at the Host University, as appropriate;
- 7. Offer educational and training opportunities to participating Federal Agency employees, as appropriate;
- 8. Encourage its students to participate in the activities of the North Atlantic Coast CESU:
- 9. Coordinate activities, as appropriate, with the Partner Institution(s) and develop administrative policies for such coordination; and
- 10. Establish a North Atlantic Coast 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 North Atlantic Coast 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 North Atlantic Coast CESU objectives;
 - 2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
 - 3. Encourage students and employees to participate in the activities of the CESU.
- D. All Federal Agencies, the Host University and Partner Institution(s) agree to:
 - 1. Establish and maintain the North Atlantic Coast CESU closely following the CESU Concept Paper (10 November 1997), adapting key elements to local and regional needs, as appropriate;
 - 2. Develop and adopt a North Atlantic Coast CESU role and mission statement;
 - 3. Develop a multi-year strategic plan;
 - 4. Make modifications, as appropriate, to this agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
 - (a) the proposed work and what is being modified in the agreement;
 - (b) the project contribution to the objectives of the CESU;
 - (c) the methodology of the project;
 - (d) the substantial involvement of each party;
 - (e) the project schedule;
 - (f) the specific deliverables;
 - Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
 - 6. Follow OMB Circulars A-21, A-87, A-102, A-110, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior).

ARTICLE III – TERMS OF AGREEMENT

- A. This agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this agreement shall be determined from the date of the last signature.
- B. By mutual consent and at the end of this agreement, a new agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the North Atlantic Coast CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institution(s). Amendments shall be in writing, signed and agreed to by all signatories to this agreement.

- D. For the purposes of this agreement, modifications are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad agreement. Modifications will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one federal agency to another federal agency.

ARTICLE IV - KEY OFFICIALS

- A. The technical representatives for the Federal Agencies are as follows:
 - 1. U.S. Geological Survey--Biological Resources Division

Dr. Charles Roman

U.S. Geological Survey

Pantuxent Wildlife Research Center

University of Rhode Island

South Ferry Road (Central Receiving)

Narragansett, RI 02882

Phone: (401) 874-6885

Fax: (401) 874-6889

Email: croman@gsounl.gso.uri.edu

2. National Park Service

Dr. Mary Foley

National Park Service

15 State Street

Boston, MA 02109

Phone: (617) 223-5024

Fax: (617) 223-5097

Email: mary_foley@nps.gov

B. The technical representative for the Host University is:

Dr. Kenneth Hinga

Assistant Dean

University of Rhode Island

Graduate School of Oceanography

South Ferry Road

Narragansett, RI 02882

Phone: (401) 874-6888

Fax: (401) 874-6889

Email: khinga@gsosun1.gso.uri.edu

C. The technical representatives for the Partner Institution(s) are:

1. University of Maryland - Eastern Shore

Roman Jesian, Ph.D. rjesian@mail.umes.edu Scientific Director Catherine Bolek, M.S. csbolek@mail.umes.edu Administrative Director 1129 Early Childhood Center Princess Anne, MD 21853-1299

Phone: (410) 651-6107 Fax: (410) 651-7768

ARTICLE V – AWARD

- A. Award under this agreement is as specified in the incorporated budget (Article XI 1.).
- B. Upon signature of all parties and upon satisfactory submission of a budget from the Host University, the Federal Agencies will obligate funds as follows:
 - <u>U.S. Geological Survey--Biological Resources Division</u> \$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.

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

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. 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).

ARTICLE VII - REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) establishes uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of North Atlantic Coast CESU Federal Agencies and Partner Institution(s) (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement will be adopted and agreed to by all North Atlantic Coast CESU cooperators within 120 days from the date this agreement is executed. Five (5) copies of the adopted mission statement will be delivered to each Federal Agency.
- D. Annual work plans will be developed to guide the specific activities of the North Atlantic Coast CESU and will:
 - 1. Describe the North Atlantic Coast CESU 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 North Atlantic Coast CESU during the year.

The first annual work plan (for FY1999) 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 North Atlantic Coast 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).

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) requires approval of each of the Federal Agencies and the Host University.

ARTICLE X - REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

- 1. NON-DISCRIMINATION: All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
- 2. CONSISTENCY WITH PUBLIC LAWS: Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District establishing, affecting, or relating to the agreement.
- 3. APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 4. OFFICIALS NOT TO BENEFIT: No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
- 5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:
 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

6. LIABILITY PROVISION:

Governmental Parties

The Federal Agencies, Host University and Partner Institution(s) which are governmental parties, accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting

within the scope of their employment, to the fullest extent permitted by law, including laws concerning self-insurance.

To the extent work by governmental parties is to be performed through subcontract by non-governmental entities or persons, the governmental party subcontracting work will require that subcontracted entity or person to meet provisions (a), (b), and (c) for non-governmental parties stated below.

Non-governmental Parties

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

- (a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from anyone incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- (b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
- (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

Non-governmental Partner Institution(s) 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 result is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion.

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- 2. That the results of any cooperative studies may be used for development of theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay theses publication.
- 3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI – DOCUMENTS INCORPORATED BY REFERENCE

- A. The following are to be incorporated into this agreement:
 - 1. Budget for funds awarded in this agreement
 - 2. DI-2010, Certifications for the Host University and Partner Institution(s) regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

ARTICLE XII - AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

- A. U.S. Geological Survey--Biological Resources Division
- B. National Park Service
- C. UNIVERSITY OF RHODE ISLAND
- D. University of Maryland Eastern Shore

A. U.S. Geological Survey--Biological Resource Division

Mary B. Noll, Contracting Officer USGS Cooperative Agreement No. 99HQAG0154 Appropriation Data: 1999/2000 3001-1020E \$10,000

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B. National Park Service

Elyse R. LaForest, Contracting Officer National Park Service, Boston Support Office 15 State Street Boston, MA 02109-3572

(617) 223-5037 elyse_laforest@nps.gov

C. University of Rhode Island

Thomas J. Rockel Vice Provost, Research

D. University of Maryland - Eastern Shore

Dalares & Spaker
Dr. Dolores R. Spikes, President

6/4/99

Date

FEDERAL ASSISTANC	nc .	2. DATE SUBMIT	TED	Applicant Identifier					
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5. APPLICANT INFORMATION	n-construction								
Legal Name:			Organizational Unit:						
THE UNIVERSITY OF RHOI	DE ISLAND		URI Coastal Institute						
Address (give city, county, state, and zip	code):		Name and telephone number of	of the person to be contacted on matters involving					
The Research Office Lower	Collogo Bo	od	this application (give area cod						
Univ. of Rhode Island, Kings	•		_	Angelo B. Mendillo					
6. EMPLOYER IDENTIFICATION NU		<u>'</u>	(401) 874-6222	(401) 874-5138					
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8. TYPE OF APPLICATION		1	B. County	I. State Controlled Institution of Higher Learning					
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If Revision, enter appropriate letter(s) in			F. Intermunicipal	M. Profit Organization N. Other (Specify):					
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TITLE:									
12. AREAS AFFECTED BY PROJECT	(cities, counties,	states, etc.);							
12 PROPOSED PROVINCE									
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18. TO THE BEST OF MY KNOWLEDGE AND BI AUTHORIZED BY THE GOVERNING BODY OF	ELIEF, ALL DATA II THE APPLICANT AN	N THIS APPLICATION/P ND THE APPLICANT WI	REAPPLICATION ARE TRUE AND C	O CORRECT, THE DOCUMENT HAS BEEN DULY ED ASSURANCES IF THE ASSISTANCE IS AWARDED					
a. Typed Name of Authorized Represent		b. Title		c. Telephone Number					
Angelo B. Mendillo		Director, Spor	nsored Proj. Review	401-874-5138					
d. Signature of Authorized Representati	ve (e. Date Signed 6/9/99					
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Total		GRANT PROGRAM, FUNCTION OR ACTIVITY	GRANT PROGRAM,		nies	6. Object Class Categories
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	New Or Revised Budget		Estimated Unobligated Funds	Estimated Unc	Catalog of Federal Domestic Assistance	Grant Program Function
		SUMMARY	SECTION A - BUDGET SUMMARY			
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Standard Form 424A (4-88)

direct Charges:	SECTION F OTHER BUDGET INFORMATION (Attach additional Sheets if Necessary)	20. TOTALS (sum of lines 16-19) \$0.00	19.	18.	17.	16.	(b) First	SECTION E BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT (a) Grant Program FUTURE FUNDING PERIODS (Years)	15. TOTAL (sum of lines 13 and 14) \$20,000.00 \$5,000.00 \$5,000.00	14. NonFederal 1997 \$0.00 \$0.00	13. Federal 1997 \$20,000.00 \$5,000.00 \$5,000.00	Total for 1st Year 1st Quarter 2nd Quarter 3	12. TOTALS (sum of lines 8 and 11)	11.	10.	9.		(a) Grant Program (b) Applicant (c) State (d) (SECTION C NON-FEDERAL RESOURCES
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J Agreement		\$0.00					(e) Fourth				\$5,000.00	4th Quarter	\$0.00	\$0.00	\$0.00		\$0.00	(e) TOTALS	

North Atlantic Coast CESU

Addendum to Budget							
Agency Share of Budget			US	GS/BRD	NPS		
	Tot	tal Budget	Poi	rtion	Portion		
Personnel	\$	5,500.00	\$	2,750.00	\$	2,750.00	
Fringe Benefits	\$	2,025.00	\$	1,012.50	\$	1,012.50	
Travel	\$	7,000.00	\$	3,500.00	\$	3,500.00	
Equipment	\$:=>	\$	-	\$	(c + 3	
Supplies	\$	1,366.30	\$	683.15	\$	683.15	
Contractural	\$	÷.	\$	=	\$:5	
Construction	\$	(=))	\$	-	\$	(**)	
Other (Telephone, Copy, & Workshop)	\$	1,500.00	\$	750.00	\$	750.00	
Total Direct charges	\$	17,391.30	\$	8,695.65	\$	8,695.65	
Indirect charges	\$	2,608.70	\$	1,304.35	\$	1,304.35	
Totals	\$	20,000.00	\$	10,000.00	\$	10,000.00	

Principal Investigator Margaret S. leinen

Kinuth Klinga for leinen

UNIV. RYODE ISLAND

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 for 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 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 IS 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 \$10,000 for each such failure.

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Thomas J. Rockett Vice Provost, Research

TYPED NAME AND TITLE

DATE 5/19/99