## PIEDMONT-SOUTH ATLANTIC COAST COOPERATIVE ECOSYSTEM STUDIES UNIT

AMENDMENT TWO TO COOPERATIVE and JOINT VENTURE AGREEMENT

between

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

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

U.S. DEPARTMENT OF DEFENSE Office of the Assistant Secretary of Defense for Energy, Installations, and Environment U.S. Army Corps of Engineers – Civil Works

U.S. DEPARTMENT OF COMMERCE National Oceanic and Atmospheric Administration

and

UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC. (HOST)

Auburn University Clemson University Florida A&M University North Carolina State University University of Central Florida University of Florida Audubon of Florida Audubon of North Carolina Audubon of South Carolina East Carolina University University of South Carolina Towson University

University of South Florida Christopher Newport University The Citadel University of North Carolina Wilmington University of West Georgia **Duke University** University of North Carolina – Chapel Hill National Wildlife Federation The Orianne Society College of Charleston Georgia Department of Natural Resources-Wildlife Resources Division Marshall University Amphibian and Reptile Conservancy Georgia Tech Research Institute (on behalf of Georgia Institute of Technology) Georgia Southern University Research and Service Foundation University of North Florida

#### Adding: Georgia Aquarium Joseph W. Jones Ecological Research Center Georgia-Alabama Land Trust, Inc.

With the exception of the changes below, all terms and conditions of the Piedmont– South Atlantic Coast CESU Agreement apply to this Amendment, and this Amendment is hereby made part of the Agreement.

## ARTICLE I. BACKGROUND AND OBJECTIVES

G.0. Pursuant to enactment of Title 54, U.S. Code, "National Park Service and Related Programs," Section E. (National Park Service) is hereby amended and restated in its entirety as follows:

G. The National Park Service (hereinafter called NPS) manages areas of the National Park System "to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations" (54 U.S.C. § 100101 et seq.). In support of this broad mission, the Secretary of the Interior is authorized and directed to assure that management of units of the National Park System is enhanced by the availability and utilization of a broad program of the highest quality science and information (54 U.S.C. § 100702), and "shall enter into cooperative agreements with colleges and universities, including land grant schools, in partnership with other Federal and State agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the

resources of the System, or the larger region of which System units are a part" to enter into cooperative agreements with colleges and universities, including but not limited to land grant schools, in partnership with other Federal and State agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the resources of the National Park System, or the larger region of which parks are a part (54 U.S.C. § 100703). The NPS is authorized to enter into cooperative agreements with public or private educational institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training activities concerning the resources of the National Park System (54 U.S.C. § 101702(b)); with State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs (54 U.S.C. § 101702(a)); with State, local, or tribal governments, other Federal agencies, other public entities, educational institutions, private nonprofit organizations, or participating private landowners for the purpose of protecting natural resources of units of the National Park System through collaborative efforts on land inside and outside of National Park System units (54 U.S.C. § 101702(d)); and with any State or local government, public or private agency, organization, institution, corporation, individual, or other entity for the purpose of sharing costs or services in carrying out authorized functions and responsibilities of the Secretary of the Interior with respect to any unit or program of the National Park System, any affiliated area, or any designated National Scenic or Historic Trail (54 U.S.C. § 101701). NPS is also authorized to provide conservation, recreation, and disaster assistance to partners to help them achieve goals of mutual interest (54 U.S.C. § 200103, 16 U.S.C. § 1723(c)), and support projects to be carried out on Federal, State, local, or private lands as part of disaster prevention or relief efforts in response to an emergency or major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). In accordance with the aforementioned authorities, the NPS is authorized to enter into this Agreement to continue the Piedmont-South Atlantic Coast CESU to assist in providing research, technical assistance and education.

N.2. The Georgia Aquarium, Joseph W. Jones Ecological Research Center, and Georgia-Alabama Land Trust, Inc. are hereby included in the Piedmont–South Atlantic Coast CESU as Partner Institutions.

## ARTICLE II. STATEMENT OF WORK

- A.8.a. Section A.8. is hereby amended and restated in its entirety as follows:
  - A.8. Ensure its employees follow the Code of Ethics for Government Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 CFR Part 2635);

D.6.a. Section D.6. is hereby amended and restated in its entirety as follows:

D.6. Follow 2 CFR 200, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as appropriate; and the related federal agency regulations, as applicable, specifically 22 CFR 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 U.S.C. 2358, 10 U.S.C. 3036(d), 33 U.S.C. 2323a, and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense); and these documents are incorporated into this Agreement by reference.

- D.7. Provide data on CESU projects to the CESU Network National Office and/or host institution in accordance with CESU Council guidelines as posted on the CESU Network website (www.cesu.org).
- D.8. Engage in collaborative activities consistent with federal scientific and scholarly integrity directives and policies (e.g., Presidential and OSTP Scientific Integrity Memoranda; DOD Instruction 3200.20; DOI 305 DM 3; USDA DR 1074-001; NOAA AO 202-735D), as appropriate.

#### ARTICLE III. TERM OF AGREEMENT

- A.1. The effective date of the Piedmont–South Atlantic Coast CESU Cooperative and Joint Venture Agreement is 1 July 2013.
- A.2. The effective date of this Amendment to the Piedmont–South Atlantic Coast CESU Cooperative and Joint Venture Agreement shall be determined from the date of the last signature to this Amendment.
- C.0. Section C. is hereby amended and restated in its entirety as follows:

C. Amendments to this Agreement shall be made according to the following provisions:

C.1. For the purposes of this Agreement, Amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University, or by the Host University on behalf of any of the Partner Institutions. Amendments shall be executed in writing by the CESU Network National Office. Amendments shall be signed by all signatories to this Agreement, except in cases described in Sections C.2. and C.3. (below). Unless otherwise specified, all terms and conditions of the CESU Agreement apply to the Amendment, and once fully executed the Amendment is made part of the Agreement.

C.2. For Amendments for which the sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, the Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the Amendment. New Partner Institutions and/or Federal Agencies shall be approved and added in accordance with the CESU Council guidelines, as posted on the CESU Network website (www.cesu.org). All partners shall receive prior notification of amendments.

C.3. For amendments for which the sole purpose is to incorporate administrative changes that do not affect the intent, execution, and implementation of the terms of this Agreement, such as partner name changes or modifications as required by federal (e.g., OMB) financial assistance regulations, the Partner Institution and/or Federal Agency requesting the administrative change and the Host University shall sign the amendment. Such amendments shall be made at the discretion of the CESU Council and all partners shall receive prior notification of amendments.

## ARTICLE IV. KEY OFFICIALS

C.29. The technical representative for the Georgia Aquarium is:

Dr. Alistair Dove Director of Research and Conservation Georgia Aquarium 225 Baker St. Atlanta, GA 30313 Phone: (404) 581-4364 Fax: (404) 581-4303 adove@georgiaaquarium.org

C.30. The technical representative for the <u>Joseph W. Jones Ecological Research Center</u> is:

Dr. Lora L. Smith Associate Scientist Joseph W. Jones Ecological Research Center 3988 Jones Center Drive Newton, GA 39870 Phone: (229) 734-4706 Fax: (229) 734-4707 Iora.smith@jonesctr.org

C.31. The technical representative for the Georgia-Alabama Land Trust, Inc. is:

Hal S. Robinson, Esq., LL.M. in Environmental Law and Energy Policy ACUB Program Director and Director of Legal Affairs 428 Bull Street, Suite 201 Savannah, Georgia 31401 Phone: (912) 508-1855 Fax: (256) 447-0008 hrobinson@galandtrust.org

### ARTICLE V. AWARD

B.0. Section B. is hereby amended and restated in its entirety as follows:

B. Payments will be made by the Federal Agencies for work in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically, 22 CFR Part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323(a), 10 U.S.C. 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works).

C.0. Section C. is hereby amended and restated in its entirety as follows:

C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications or task agreements, with exceptions listed in Article V. paragraphs C.1., C.2., and C.3. (below). Refer to agency-specific policy and guidance for additional information regarding approval and implementation under 2 CFR 200, as appropriate (e.g., DOI-AAAP-0007 [Department of the Interior]; FAM-2015-02 [Department of Commerce]).

C.1. The USFS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 U.S.C. § 3103(18) and 7 U.S.C. § 3319. Indirect costs may be used to satisfy USFS cost sharing requirements of at least a minimum of 20% of total project costs. It is recommended that cost-sharing is greater than 20% in accordance with the Forest Service Handbook FSH1509.11, Chapter 70.

C.2. For NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 704 of Pub. L. 114-113.

C.3. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification (i.e., project award) to the Agreement.

#### ARTICLE VI. PRIOR APPROVAL

ARTICLE VI. is hereby amended and restated in its entirety as follows:

Prior approvals are in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works).

#### ARTICLE VII. REPORTS AND/OR DELIVERABLES

A.0. Section A. is hereby amended and restated in its entirety as follows:

A. Reports in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works) establish uniform reporting procedures for financial and technical reporting.

### ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

ARTICLE VIII. is hereby amended and restated in its entirety as follows:

Property utilization and disposition is in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

## ARTICLE IX. TERMINATION

ARTICLE IX. is hereby amended and restated in its entirety as follows:

Termination of this Agreement is in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works). Any party to this Agreement may terminate its participation by delivery of ninety (90) days advance written notice to each of the Federal Agencies and the Host University.

The following authorizing signatures are attached to this Amendment:

#### U.S. DEPARTMENT OF THE INTERIOR

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

#### U.S. DEPARTMENT OF AGRICULTURE

- F. U.S. Forest Service
- G. Natural Resources Conservation Service
- U.S. DEPARTMENT OF DEFENSE
- H. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment
- I. U.S. Army Corps of Engineers Civil Works

#### U.S. DEPARTMENT OF COMMERCE

- J. National Oceanic and Atmospheric Administration
- K. THE UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC.
- L. Auburn University
- M. Clemson University
- N. Florida A&M University
- O. North Carolina State University
- P. University of Central Florida
- Q. University of Florida
- R. Audubon of Florida
- S. Audubon of North Carolina
- T. Audubon of South Carolina
- U. East Carolina University
- V. University of South Carolina
- W. Towson University
- X. University of South Florida
- Y. Christopher Newport University
- Z. The Citadel
- AA. University of North Carolina Wilmington
- BB. University of West Georgia
- CC. Duke University
- DD. University of North Carolina-Chapel Hill
- EE. National Wildlife Federation
- FF. The Orianne Society
- GG. College of Charleston

- HH. Georgia Department of Natural Resources Wildlife Resources Division
- II. Marshall University
- JJ. Amphibian and Reptile Conservancy
- KK. Georgia Tech Research Institute (on behalf of Georgia Institute of Technology)
- LL. Georgia Southern University Research and Service Foundation
- MM. University of North Florida
- NN. Georgia Aquarium
- **OO. Joseph W. Jones Ecological Research Center**
- PP. Georgia-Alabama Land Trust, Inc.

A. Bureau of Land Management

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Mitchell Leverette Acting State Director Eastern States Region

**Brandon Riley** 

Grants Management Officer

3/27/18 Date

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B. Bureau of Ocean Energy Management

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3/13/18

Rodney Cluck Chief, Division of Environmental Sciences

Date

C. U.S. Fish and Wildlife Service



Digitally signed by STEVEN SPONAUGLE Date: 2018.03.05 06:19:04 -05'00'

03/05/2018

Steve Sponaugle Chief, Division of Contracting and Grant Services U.S. Fish and Wildlife Service, Southeast Region Date

D. U.S. Geological Survey

00 Faith D. Graves Contracting Officer

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E. National Park Service

Stanley Austin

Regional Director Southeast Region

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Chief of Contracting

6/18 Date

3/5/2018 Date

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F. U.S. Forest Service

Robert L. Dous

Robert L. Doudrick, Ph.D. Station Director Southern Research Station

The authority and format of this instrument has been reviewed and approved for signature.

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Joyce M. Gorgas Lead Grants Management Specialist Southern Research Station

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G. Natural Resources Conservation Service



THOMAS W. CHRISTENSEN Associate Chief For Operatations

H. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment



Alison A. Dalsimer Director, DoD Natural Resources Program Date

I. U.S. Army Corps of Engineers-Civil Works

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Chelsea Whitten Lead Contracting Specialist ERDC Contracting Office Digitally signed by WHITTEN.CHELSEA.M.1139493768 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=WHITTEN.CHELSEA.M.1139493768 Date: 2018.03.30 09:35:21 -05'00'

Date

J. National Oceanic and Atmospheric Administration

Cisco Werner Director of Scientific Programs and Chief Science Advisor National Oceanic and Atmospheric Administration CESU Lead

K. The University of Georgia Research Foundation, Inc. (HOST)

isa Notile

Jacob Maas Molissa Mottley Senier Grants Officer Assistant Director of Pre-Award 03/13/18 Date

L. Auburn University

for

Darren B. May Assistant Director Office of Sponsored Programs

<u>3/19/14</u> Date

Gene Taylor Director, Office of Sponsored Programs

Piedmont-South Atlantic Coast CESU 2013-2018 Amendment Two

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M. Clemson University

Tanju Karanfil Vice President for Research

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For the purposes of this Agreement, the parties to this Agreement are to act as separate and independent entities at all times. For the avoidance of doubt, this agreement in no way should be construed as a pledge of the full faith and credit of Clemson University or the State of South Carolina.

N. Florida Agricultural and Mechanical University

Timothy Moore Vice President for Research

Piedmont-South Atlantic Coast CESU 2013-2018 Amendment Two

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O. North Carolina State University

Sherrie Settle Director of Sponsored Programs

22/18

Stefanie D. Saunders Assistant Director, Operations NCSU Sponsored Programs

P. University of Central Florida Board of Trustees

ORton

Signed Tuesday, March 27, 2018 Assistant Director, Research Administration 03/27/2018

Date

#### Q. University of Florida

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 Digitally signed by Stephanie L Gray DN: cn=Stephanie L Gray, o=University of Florida, ou=Office
of Research, email=slgray@ufl.edu, c=US
Date: 2018.03.02 15:31:27 -05'00'

Stephanie Gray Assistant Vice President and Director Division of Sponsored Programs 2 February 2018 Date

R. Audubon of Florida

Jerome J. Lorenz Research Director

nuthinell The B. Wraithmell stor Interim Executive Director

22 March 2018 Date

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S. Audubon of North Carolina

tolo WALKER GOLDER

Jerome J. Lorenz **CESU** Representative

5-4-18

Date

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T. Audubon of South Carolina

Jolde 1en GOLDER ALKER Jerome J-Lorenz

5-4-18

**CESU** Representative

Date

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U. East Carolina University

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Barbara H. Gray Director, Office of Sponsored Programs

<u>04/17/2</u>018 Date

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V. University of South Carolina

4/6/18

Thomas Coggins O Director, Office of Sponsored Awards Management

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W. Towson University

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Robert Campbell Acting Vice President and Chief Fiscal Officer Division of Administration and Finance

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X. University of South Florida Board of Trustees for the University of South Florida

Seith andersen

Keith Anderson, M.S., CRA, Director of Sponsored Research - USF Research and Innovation

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY Lynn Cash, JD ATTORNEY - USF

Y. Christopher Newport University

David Doughty Provost

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Piedmont-South Atlantic Coast CESU 2013-2018 Amendment Two

Z. The Citadel

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COL Charles L. Cansler Vice President for Finance and Business

5/4/18 Date

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AA. University of North Carolina Wilmington

n Vetter

Dr. Ron Vetter Associate Provost for Research and Dean of the Graduate School

3/21/18

BB. University of West Georgia

Denise Overfield, Ph.D. Associate Vice President for Academic Affairs and Dean of Graduate School

Piedmont-South Atlantic Coast CESU 2013-2018 Amendment Two

CC. Duke University

Keith Hurka-Owen, CRA Director, Office of Research Support

**3/2//18** Date

Piedmont–South Atlantic Coast CESU 2013-2018 Amendment Two

DD. University of North Carolina–Chapel Hill

Terry Magnuson Vice Chancellor for Research

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EE. National Wildlife Federation

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Collin O'Mara President and CEO

Date

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FF. The Orianne Society

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Christopher L. Jenkins CEO and Executive Director

2/21/2018 Date

GG. College of Charleston

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3/7/18 Date

Brian R. McGee Provost and Executive Vice President of Academic Affairs

HH. Georgia Department of Natural Resources, Wildlife Resources Division

Rusty Garrison

Director

<u>2-26-18</u> Date

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II. Marshall University

John M. Maher, Ph.D. Vice President for Research Executive Director, MU Research Corporation

3/4/18 Date

JJ. Amphibian and Reptile Conservancy

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Jeffrey N Holmes Executive Director

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Piedmont-South Atlantic Coast CESU 2013-2018 Amendment Two

KK. Georgia Tech Research Institute (on behalf of Georgia Institute of Technology)

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Russell L. Roberts Laboratory Director Georgia Tech Research Institute Date

LL. Georgia Southern University Research and Service Foundation

8/13/18 Date

Bruxanne Hein Director, Research Services and Sponsored Programs Executive Director, Research and Service Foundation

MM. University of North Florida

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John Kaniner Associate Vice President for Research

3/4/18 Date

NN. Georgia Aquarium

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D. Bossart, V.M.D., Ph.D. Gregbry Senior Vice President Animal Health, Research, and Conservation

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OO. Joseph W. Jones Ecological Research Center

Kier Klepzig Director

3/16/18 Date

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PP. Georgia-Alabama Land Trust, Inc.

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Hal. S. Robinson, Esq., LL.M. ACUB Program Director and Director of Legal Affairs 2/22/2018

Date