

UT 58986

USGS-BRD # 99HQAG0155  
NPS # 1443CA500099007  
USFS # SRS 33-RJVA-99-621  
DOE # DE-FC02-99ER-62856

**SOUTHERN APPALACHIAN MOUNTAINS  
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

**DEPARTMENT OF THE INTERIOR  
U.S. Geological Survey--Biological Resources Division  
National Park Service**

**DEPARTMENT OF AGRICULTURE  
U.S. Forest Service**

**DEPARTMENT OF ENERGY**

**and**

**UNIVERSITY OF TENNESSEE (HOST)  
Appalachian State University  
Western Carolina University  
Florida A&M University  
Foothills Land Conservancy  
Oak Ridge National Laboratory  
Joint Institute for Energy and the Environment  
Great Smoky Mountains Conservation Association  
National Council of the Paper Industry for Air & Stream Improvement  
Southern Appalachian Man and Biosphere**

## ARTICLE I - BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called agreement) between the U.S. Geological Survey--Biological Resources Division, National Park Service, U.S Forest Service, and the Department of Energy (hereinafter called Federal Agencies), the University of Tennessee and its partner institutions is to establish and maintain the Southern Appalachian Mountains Cooperative Ecosystem Studies Unit. The Southern Appalachian Mountains CESU is associated with a national network of CESUs.
- B. The objectives of the Southern Appalachian Mountains 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 institutions.
- 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 Southern Appalachian Mountains 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 Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- E. The U.S. Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 U.S.C 1641-1646). In accordance with 7 USC 3318 (b) the USFS is authorized to enter into a joint venture agreement to establish the

Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.

- F. The U.S. Department of Energy's (hereafter called DOE) mission is to ensure the energy security of this nation, maintain the safety, security and reliability of the U. S. nuclear weapons stockpile, clean up the environment from the legacy of the Cold War, and support basic and strategic energy-related research and development, including environmental research in support of the Department's mission. In accordance with Public Law 95-91, The DOE Organization Act, the DOE is authorized to enter into a cooperative agreement to establish the Southern Appalachian Mountains CESU to assist in providing research, technical assistance, and education.
- G. The University of Tennessee, Knoxville (hereinafter called Host University) provides a large, diverse, and solid foundation of programs relevant to a comprehensive approach for the study, analysis and management of the Southern Appalachian Mountains ecosystem. UT Knoxville, as the main campus of Tennessee's State University and Land Grant institutions, serves the state, region, and nation through a broad spectrum of undergraduate, graduate and professional studies, research and creative activity, and public service.
- H. The partner institutions to the Host University include Appalachian State University, Western Carolina University, Florida A&M University, Foothills Land Conservancy, Oak Ridge National Laboratory, Joint Institute for Energy and the Environment, Great Smoky Mountains Conservation Association, National Council of the Paper Industry for Air & Stream Improvement, and the Southern Appalachian Man and Biosphere (hereinafter called Partner Institutions).

## **ARTICLE II - STATEMENT OF WORK**

- A. Each Federal Agency agrees to:
  - 1. Provide administrative assistance, as appropriate, necessary to execute this agreement and subsequent modifications;
  - 2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Southern Appalachian Mountains 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 Southern Appalachian Mountains CESU Manager's Committee;

7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the agreement; and
10. Be individually responsible for their agency's role in administering the agreement, transferring funds, and supervision of agency employees, as appropriate.

B. The Host University agrees to:

1. Establish, in consultation with the Federal Agencies and Partner Institutions, the Southern Appalachian Mountains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Southern Appalachian Mountains CESU objectives;
3. Provide release time for faculty to engage in participating Federal Agencies research, technical assistance and education activities related to the Southern Appalachian Mountains CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Southern Appalachian Mountains 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 Agency personnel or their designated representatives to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency personnel or their designated representatives, as appropriate;
8. Encourage its students to participate in the activities of the Southern Appalachian Mountains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Establish a Southern Appalachian Mountains 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 Southern Appalachian Mountains 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 Southern Appalachian Mountains 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 Institutions agree to:
1. Establish and maintain the Southern Appalachian Mountains 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 Southern Appalachian Mountains 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;
  5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this agreement;
  6. Follow OMB Circulars A-21, A-87, A-102, A-110, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).

### **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 Southern Appalachian Mountains CESU.
- C. For the purposes of this agreement, amendments are changes (edits, deletions, or additions) to the agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host

University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this agreement.

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

#### **ARTICLE IV - KEY OFFICIALS**

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

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

Joseph Clark

U.S. Geological Survey-- Biological Resources Division

University of Tennessee

274 Willington

Plant Science Building

Knoxville, TN 37901-1071

Phone: (423) 974-0739

Email: jclark1@utk.edu

2. National Park Service

John Yancy

National Park Service

Southeast Region

1000 Alabama Street SW

Atlanta, GA 30303

Phone: (404) 562-3279

Fax: (404) 562-3263

Email: john\_yancy@nps.gov

3. U.S. Forest Service

Nancy Herbert

U.S. Forest Service

Southern Research Station

200 Weaver Blvd.

Asheville, NC 28804

Phone: (828) 257-4302

Fax: (828) 257-4313

Email: nherbert/srs@fs.fed.gov

4. Department of Energy

Dr. Jerry W. Elwood  
Department of Energy  
Environmental Sciences Division,  
Office of Biological and Environmental Research,  
Office of Science, SC-74  
19901 Germantown Road  
Germantown, Maryland 20874  
Phone: (301) 903-4583  
Fax: (301) 903-8519  
Email: jerry.elwood@science.doe.gov

B. The technical representative for the Host University is:

Dr. George Hopper  
Professor and Head  
Department of Forestry, Wildlife and Fisheries  
The University of Tennessee  
P.O. Box 1071  
Knoxville, TN 37901  
Phone: (423) 974-7988  
Fax: (423) 974-4714  
Email: ghopper@utk.edu

C. The technical representatives for the Partner Institutions are:

1. Appalachian State University

Dr. Gary Walker  
Appalachian State University  
572 Rivers Street  
Boone, NC 28608  
Phone: (704) 262-3025  
Fax: (704) 262-2127  
Email: meikledb@appstate.edu

2. Western Carolina University

Dr. James Costa  
Western Carolina University  
Cullowhee, NC 28723  
Phone: (704) 227-7244  
Fax: (704) 227-7647  
Email: costa@wcu.edu

3. Florida A&M University

Dr. Michael Abazinge and Dr. Larry Robinson  
Environmental Sciences Institute

320 Gamble Street  
Tallahassee, FL 32307  
Phone: (805) 599-8553  
Fax: (805) 561-2248  
Email: mabazinge@famuedu

4. Foothills Land Conservancy

Randolph Y. Brown  
Foothills Land Conservancy  
614 Sevierville Rd.  
Maryville, TN 37804  
Phone: (423) 681-8326  
Fax: (423) 681-1463  
Email:

5. Oak Ridge National Laboratory

Stephen Hildebrand  
Environmental Sciences Division  
Oak Ridge National Laboratory  
Bldg. 1505, MS-6037  
Oak Ridge, TN 37381  
Phone: (423) 574-7374  
Fax: (423) 574-7287  
Email: sgh@ornl.gov

6. Joint Institute for Energy and the Environment

John Sheffield  
Joint Institute for Energy and the Environment  
600 Henley Street, Suite 314  
Knoxville, TN 37996  
Phone: (423) 974-3939  
Fax: (423) 974-4609

7. Great Smoky Mountains Conservation Association

Edgar Faust  
Great Smoky Mountains Conservation Association  
P.O. Box 216  
Knoxville, TN 37901  
Phone: (423) 637-8339  
Fax: (423) 523-8186

8. National Council of the Paper Industry for Air & Stream Improvement

Dr. T. Bently Wigley  
National Council of the Paper Industry for Air & Stream Improvement  
P.O. Box 340362  
Clemson University



Clemson, SC 29634  
Phone: (864) 656-0840

9. Southern Appalachian Man and Biosphere  
Dr. Robb Turner  
Southern Appalachian Man and Biosphere  
317 Conference Center Bldg.  
Knoxville, TN 37996-4138  
Phone: (423) 974-4585  
Fax: (423) 974-4609

#### **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.S. Geological Survey--Biological Resources Division  
\$10,000 is awarded to the Host University to carry out this agreement.

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

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

Department of Energy  
\$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), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).
- D. A 15% indirect cost rate will be paid on work covered by the agreement and all its modifications. An exception is that the US Forest Service cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USFS cost-sharing requirements.

No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the agreement.

In accordance with DOE Order 481.1-1 and DOE Manual 481.1-1, the Department of Energy's "Work for Others" program requires full cost-recovery (which may exceed a

15% indirect cost rate) for non-DOE funded work by DOE laboratories, including Oak Ridge National Laboratory.

In addition, the Oak Ridge National Laboratory is a Federally Funded Research and Development Center owned by the Department of Energy. DOE funds transferred to the host institution and/or to any of the non-DOE partner institutions of the Southern Appalachian Mountain CESU through this Cooperative and Joint Venture Agreement cannot be transferred either directly or indirectly to the Oak Ridge National Laboratory for any purpose. DOE is required to use a different and separate funding instrument other than this Cooperative and Joint Venture Agreement to transfer DOE funds to the Oak Ridge National Laboratory for the purpose of supporting any of its activities as a partner institution covered under this CESU 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), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 600 (Department of Energy).

#### **ARTICLE VII - REPORTS AND/OR DELIVERABLES**

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Southern Appalachian Mountains CESU Federal Agencies and Partner Institutions (hereinafter called cooperators) for the purpose of collaboration and coordination of CESU activities. The first meeting will be convened within 90 days from the date this agreement is executed. Five (5) copies of the meeting minutes will be delivered to each Federal Agency.
- C. A role and mission statement will be adopted and agreed to by all Southern Appalachian Mountains 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 Southern Appalachian Mountains CESU and will:
1. Describe the Southern Appalachian Mountains 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 Southern Appalachian Mountains 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 Southern Appalachian Mountains 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), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy).

#### **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), 7 CFR Parts 3015-3052 (Department of Agriculture), and 10 CFR Part 600 and 10 CFR Part 605 (Department of Energy), and requires approval of each of the Federal Agencies and the Host University.

#### **ARTICLE X – REQUIRED/SPECIAL PROVISIONS**

##### **A. REQUIRED PROVISIONS:**

1. **NON-DISCRIMINATION:** All activities pursuant this agreement and the provisions of Executive Order 11246; shall be in compliance with requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act

of Congress or the laws of the District establishing, affecting, or relating to the agreement.

3. APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341): Nothing herein contained in this agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. OFFICIALS NOT TO BENEFIT: No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless the share or part benefit is for the general benefit of a corporation or company.
5. LOBBYING PROHIBITION: The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

#### 6. LIABILITY PROVISION:

##### Governmental Parties

The Federal Agencies, Host University and Partner Institutions which are governmental parties, accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law, including laws concerning self-insurance.

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

##### Non-governmental Parties

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

- (a) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from anyone incident. In

- subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- (b) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and
  - (c) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person organization, its representatives, or employees.

Non-governmental Partner Institutions shall provide the Federal Agencies confirmation of such insurance coverage, prior to beginning specific work authorized herein and specified in subsequent modifications.

#### **B. SPECIAL PROVISIONS:**

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

#### **ARTICLE XI – DOCUMENTS INCORPORATED BY REFERENCE**

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

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

#### **ARTICLE XII - 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

U.S. DEPARTMENT OF AGRICULTURE

- C. U.S. Forest Service

D. DEPARTMENT OF ENERGY

E. UNIVERSITY OF TENNESSEE

- F. Appalachian State University
- G. Western Carolina University
- H. Florida A&M University
- I. Foothills Land Conservancy
- J. Oak Ridge National Laboratory
- K. Joint Institute for Energy and the Environment
- L. Great Smoky Mountains Conservation Association
- M. National Council of the Paper Industry for Air & Stream Improvement
- N. Southern Appalachian Man and Biosphere

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

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


Mary B. Noll

6/17/99  
Date

Mary B. Noll, Contracting Officer  
USGS Cooperative Agreement No. 99HQAG0155  
Appropriation Data: 1999/2000 3051-1020E \$10,000

## ARTICLE XII - AUTHORIZING SIGNATURES (cont.)


### B. National Park Service

*for*   
Jerry Belson  
Director, Southeast Region

6/18/99  
Date

  
Marjorie F. Buck  
Contracting Officer

6/18/99  
Date

*for*   
John H. Yancy  
Associate Regional Director for  
Natural Resources Stewardship and Science

6/18/99  
Date



## ARTICLE XII - AUTHORIZING SIGNATURES (cont.)

### C. U.S. Forest Service

*Robert L. Doudrick*

*6/17/99*

*for*

PETER J. ROUSSOPOULOS, Station Director  
Southern Research Station

Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

D. Department of Energy

A handwritten signature in black ink, appearing to read "A. B. ...", is written over a horizontal line.


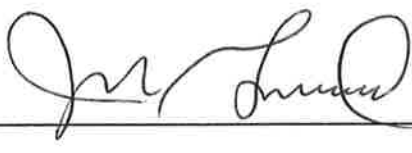
6/18/99

Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

E.

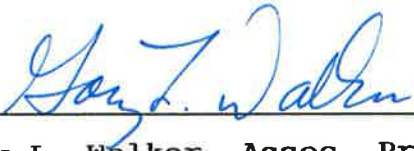
H. University of Tennessee

  \_\_\_\_\_

8/27/99  
Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

F. Appalachian State University



Gary L. Walker, Assoc. Prof. of Biology

5-27-99

Date

## ARTICLE XII - AUTHORIZING SIGNATURES (cont.)

G. Western Carolina University

~~Dr. Richard Collings~~  
~~Vice Chancellor for Academic Affairs~~

~~Date~~


Abdul M. Turay  
Dr. Abdul Turay, Dean  
Research and Graduate Studies

6-9-99  
Date



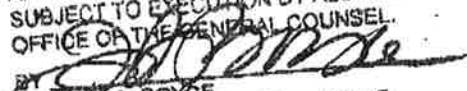
**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

H. Florida A&amp;M University

  
\_\_\_\_\_  
Dr. Franklin Hamilton  
Vice President for Research

6/8/99  
Date

APPROVED AS TO FORM, BUT LEGALITY  
SUBJECT TO EXECUTION BY ALL PARTIES.  
OFFICE OF THE GENERAL COUNSEL.

BY   
FAYE A. BOYCE  
DATE: June 11, 1999

## ARTICLE XII - AUTHORIZING SIGNATURES (cont.)

### I. Foothills Land Conservancy



Randolph Y. Brown

5/25/99  
Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

J. Oak Ridge National Laboratory

A handwritten signature in cursive script, appearing to read "David E. Reichle", is written over a horizontal line.

David E. Reichle, Associate Director  
Life Sciences and Environmental Technologies

6/1/99  
Date

ORNL's understanding is that, for purposes of Article X.A, clause 6, ORNL and its operating contractor, Lockheed Martin Energy Research Corporation, are deemed a "Governmental Party."



**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

K. Joint Institute for Energy and the Environment

John Sheffield

John Sheffield

5.28.99.

Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

M. Great Smoky Mountains Conservation Association

  
EDGAR M. FAUST

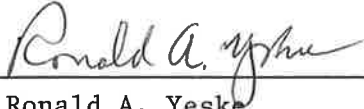
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May 25, 1999

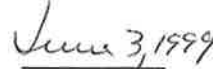
Date

## ARTICLE XII - AUTHORIZING SIGNATURES (cont.)

N. National Council of the Paper Industry for Air & Stream Improvement



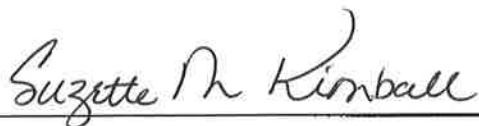
Ronald A. Yeske  
President



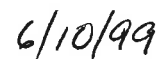
Date

**ARTICLE XII - AUTHORIZING SIGNATURES (cont.)**

**O. Southern Appalachian Man and Biosphere**



SUZETTE KIMBALL



Date

# APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED

Applicant Identifier

## 1. TYPE OF SUBMISSION:

Application

☐ Construction☒ Non-Construction

Preapplication

☐ Construction☐ Non-Construction

3. DATE RECEIVED BY STATE

State Application Identifier

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier

## 5. APPLICANT INFORMATION

Legal Name:

University of Tennessee

Organizational Unit:

Dept. of Forestry, Wildlife &amp; Fisheries

Address (give city, county, State, and zip code):

Dept. of Forestry, Wildlife &amp; Fisheries

P. O. Box 1071

Knoxville, TN 37901-1071

Name and telephone number of person to be contacted on matters involving this application (give area code)

Tech: George Hopper, 423/974-7126

Admin: Melinda Jones, 423/974-7357

## 6. EMPLOYER IDENTIFICATION NUMBER (EIN):

62-6001636

## 7. TYPE OF APPLICANT: (enter appropriate letter in box)

A. State

B. County

C. Municipal

D. Township

E. Interstate

F. Intermunicipal

G. Special District

H. Independent School Dist.

I. State Controlled Institution of Higher Learning

J. Private University

K. Indian Tribe

L. Individual

M. Profit Organization

N. Other (Specify) \_\_\_\_\_

☒ I

## 8. TYPE OF APPLICATION:

☒ New☐ Continuation☐ Revision

If Revision, enter appropriate letter(s) in box(es)

☐☐

A. Increase Award

B. Decrease Award

C. Increase Duration

D. Decrease Duration

Other(specify):

## 9. NAME OF FEDERAL AGENCY:

U. S. Dept. of Interior

## 10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:

☐☐-☐☐☐☐

TITLE:

## 12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):

## 11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

## 13. PROPOSED PROJECT

## 14. CONGRESSIONAL DISTRICTS OF:

Start Date

6/1/99

Ending Date

9/30/2000

a. Applicant

1

b. Project

1

## 15. ESTIMATED FUNDING:

a. Federal

\$

40,000

.00

b. Applicant

\$

3,150

.00

c. State

\$

.00

d. Local

\$

.00

e. Other

\$

.00

f. Program Income

\$

.00

g. TOTAL

\$

43,150

.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. ☐ PROGRAM IS NOT COVERED BY E. O. 12372☒ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

## 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation.☒ 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

Melinda Jones

b. Title

Coordinator, Grants/Contracts

c. Telephone Number

423/974-7357

d. Signature of Authorized Representative

e. Date Signed

6/21/99

## INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 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 (0348-0044), 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.**

### General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

### Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the Catalog program title and the Catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the Catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the Catalog program title on each line in Column (a) and the respective Catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

### Lines 1-4, Columns (c) through (g)

For *new applications*, leave Column (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For *continuing grant program applications*, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For *supplemental grants and changes* to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

### Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Line 6a-i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost.

Line 6k - Enter the total of amounts on Lines 6l and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program

# BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

## SECTION A. BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. CESU		\$	\$	40,000	3,150	\$ 43,150
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$

## SECTION B. BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1) CESU	(2)	(3)	(4)		
a. Personnel	\$	\$	\$	\$		\$
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual						
g. Construction						
h. Other						
i. Total Direct Charges (sum of 6a-6h)	36,088					
j. Indirect Charges	7,062					
k. TOTALS (sum of 6i and 6j)	\$ 43,150	\$	\$	\$		\$ 43,150
7. Program Income	\$	\$	\$	\$		\$

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**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.



SA-CESU Planning Support  
Estimated Budget for June 1, 1999-Sept. 30, 2000

	<u>DOE</u>	<u>USGS</u>	<u>NPS</u>	<u>USFS</u>	<u>UT</u>	<u>TOTAL</u>
Contractual	2,000	2,000	2,000	-	-	6,000
Other (communications)	667	666	667	-	-	2,000
Conference	-	-	-	10,000	-	10,000
Travel	4,666	4,667	4,667	-	-	14,000
Supplies	1,363	1,363	1,362	-	-	4,088
Total Direct Costs	8,696	8,696	8,696	-	-	36,088
Indirect Costs @15%	1,304	1,304	1,304	-	3,150	7,062
Total Cost	10,000	10,000	10,000	10,000	3,150	43,150

\*UT indirect cost line includes waived 31.5% on USFS to be used for USFS cost/share match.

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.

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**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.

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

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*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 \$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

*Melinda Jones*

TYPED NAME AND TITLE

Melinda Jones, Coordinator, Grants/Contracts

DATE *6/21/99*