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NASA # no number issued

**GREAT LAKES-NORTHERN FOREST
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT
VENTURE AGREEMENT**

between

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

**U.S. DEPARTMENT OF AGRICULTURE
U.S. Forest Service, Northern Research Station
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**

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

and

UNIVERSITY OF MINNESOTA (HOST)

**Antioch University New England
Ball State University
Central Michigan University
Cleveland State University
Cornell University
Fond du Lac Tribal and Community College
Grand Valley State University
Hamline University
Indiana State University
Indiana University
Kent State University
Michigan State University
Michigan Technological University**

**Minnesota State University–Mankato
Northern Illinois University
Northern Michigan University
Northland College
The Ohio State University
Purdue University
Saint Mary’s University of Minnesota
Southern University and A&M College
The Research Foundation for SUNY at The College at Brockport
SUNY–College of Environmental Science and Forestry
Stephen F. Austin State University
University of Iowa
University of Michigan
University of Notre Dame
University of Toledo
University of Vermont and State Agricultural College
University of Wisconsin–Extension
University of Wisconsin–Green Bay
University of Wisconsin–La Crosse
University of Wisconsin–Madison
University of Wisconsin–Stevens Point
Wayne State University
West Virginia University
Winona State University
Minnesota Department of Natural Resources
American Indian Science and Engineering Society
Chicago Botanic Garden
George Wright Society
Great Lakes Commission
~~Great Lakes Forest Alliance~~ [dissolved]
Midwest Art Conservation Center
~~National Council for Air and Stream Improvement, Inc.~~ [withdrawn]
The Nature Conservancy
Science Museum of Minnesota
Wildlife Conservation Society**

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Indian Affairs, Bureau of Land Management, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, 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, and National Aeronautics and Space Administration (hereinafter called Federal Agencies), and the University of Minnesota (Host University) and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Great Lakes-Northern Forest Cooperative Ecosystem Studies Unit (CESU). This continuation of the Great Lakes-Northern Forest CESU is implemented by mutual consent of the parties and is consistent with the prior Agreement and the express intent of the request for proposals for that Agreement. The Great Lakes-Northern Forest CESU is associated with a national network of CESUs.
- B. The objectives of the Great Lakes-Northern Forest Cooperative Ecosystem Studies Unit are to:
- Provide research, technical assistance and education to federal land management, environmental, and research agencies and their potential partners;
 - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. Bureau of Indian Affairs. The Bureau of Indian Affairs (hereinafter called BIA) is the oldest bureau of the United States Department of the Interior. Established in 1824, BIA currently provides services to approximately 1.9 million American Indians and Alaska Natives. There are 566 federally recognized American Indian tribes and Alaska Natives in the United States. The mission of the Bureau of Indian Affairs is to: "... enhance the quality of life, to promote economic opportunity, and to carry out the responsibility to protect and improve the trust assets of American Indians, Indian tribes, and Alaska Natives." BIA has responsibility for the administration and management of 55 million surface acres and 57 million acres of subsurface minerals estates held in trust by the United States for American Indian, Indian tribes, and Alaska Natives. BIA serves a special role, both serving tribes through trust management and by providing technical support and advice across a broad range of topics. The BIA is also the lead agency providing for federal management of the trust corpus held on behalf of tribal government and individual beneficial owners and as such is tasked with coordinating science, technical education, and management

needs for those trust resources. The tribes, through the Indian Self-Determination and Education Assistance Act of 1975 (Pub. L. 93-638), are authorized to contract BIA management functions and as such mission needs, research results, and education efforts serve and enable tribal and BIA staff. The Act also authorized the federal government to follow specific contracting regulations for Recognized Federal Indian Tribes, and with tribal approval, tribally chartered Indian colleges and universities.

BIA participation in the CESU Network will include support, coordination, and cooperation focused on science and education for climate and trust resource management, as well as other areas within its range of mission-related services and activities. BIA is authorized to enter into cooperative agreements under the general authority for climate change via the Snyder Act of 1921, as amended, 25 U.S.C. § 13; for FY14 (2-year funding) via Pub. L. 113-76, and FY15 (2-year funding) via Pub. L. 113-164, as amended (and subsequent annual budget appropriations as may be authorized during the term of the agreement); and for any potential Forestry and Wildland Fire Management program efforts, via the National Indian Forest Resources Management Act of 1990, Pub. L. 101- 630. BIA has the authority to enter into this agreement pursuant to 25 U.S.C. § 2; the Education and Training Program, 23 U.S.C. § 6004; and Snyder Act of 1921, as amended, 25 U.S.C. § 13.

- D. Bureau of Land Management. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures, and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the BLM to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. § 1701 et seq.). In accordance with 43 U.S.C. § 1737(b), the BLM is authorized to enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands; and is thereby authorized to enter into this cooperative agreement to continue the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance and education.
- E. U.S. Fish and Wildlife Service. The U.S. Fish and Wildlife Service (hereinafter called USFWS), working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, inland sport fisheries, and the National Wildlife Refuge System. In accordance with 16 U.S.C. § 661, 16 U.S.C. § 742(f), and 16 U.S.C. § 753(a), the USFWS is authorized to cooperate with other agencies to assist in providing research, technical assistance, and education; and is thereby authorized to enter into this cooperative agreement to continue the Great Lakes-Northern Forest CESU.

- F. U.S. Geological Survey. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. USGS has authority to enter into this Agreement pursuant to Pub. L. 99-591, that bestows permanent authority on the USGS to “prosecute projects in cooperation with other agencies, Federal, state, and private” (43 U.S.C. § 36(c)), the USGS Organic Act of March 3, 1879, as amended (43 U.S.C. § 31 et seq.), 16 U.S.C. § 1(a)(2)(j), 16 U.S.C. § 1(g), 16 U.S.C. § 5933, and 16 U.S.C. § 753(a) to continue the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance, and education.
- G. National Park Service. 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 “shall ensure that management of System units 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” (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 or individuals 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)) or to investigate, protect, preserve, maintain, or operate any historic or archeologic building, site, or object of national significance (54 U.S.C. §§ 320101-320103); 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 Great Lakes-Northern Forest CESU to assist in providing research, technical assistance and education.

- H. U.S. Forest Service. The U.S. Department of Agriculture 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 U.S.C. § 3318(b), the USFS is authorized to enter into a joint venture agreement to assist in providing agricultural research and teaching activities.

- I. Natural Resources Conservation Service. The Natural Resources Conservation Service (hereinafter called NRCS) improves the health of our Nation's natural resources while sustaining and enhancing the productivity of American agriculture (16 U.S.C. §§ 590(a)-(f)). We achieve this by providing voluntary assistance through strong partnerships with private landowners, managers, and communities to protect, restore, and enhance the lands and waters upon which people and the environment depend. NRCS scientists and technical specialists identify appropriate technologies in research, development, and transfer them to field staff for recommending the technologies to America's farmers and ranchers. Under Section 714 of Pub. L. 106-387, 7 U.S.C. § 6962(a), NRCS is authorized to enter into this cooperative agreement to continue the Great Lakes-Northern Forest CESU to assist in providing research, studies, technical assistance, and educational services consistent with the mission of the NRCS and the CESU Network.

- J. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment. The U.S. Department of Defense – Office of the Assistant Secretary of Defense for Energy, Installations, and Environment (hereinafter called DOD) manages 25 million acres of land, and the natural and cultural resources found there, and for this Agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DOD's primary mission is national defense. DOD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DOD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following: 16 U.S.C. § 670c-1, 10 U.S.C. § 2358, 10 U.S.C. § 2694, 10 U.S.C. § 2684, and Pub. L. 103-139 (FY 94 NDAA, page 107 Stat. 1422), DOD is authorized to enter into cooperative agreements with States, nonprofit organizations, academic institutions, and other partners to support research, technical assistance, and educational services consistent with the mission of the DOD and the CESU Network. In accordance with the aforementioned authorities, the DOD is authorized to enter into this Agreement to continue the Great Lakes-Northern Forest CESU.

- K. U.S. Army Corps of Engineers–Civil Works. The U.S. Army Corps of Engineers' Civil Works Program (hereinafter called USACE) provides assistance in the development and management of the nation's water resources. The main missions of USACE, i.e., the Corps, are 1) to facilitate commercial navigation, 2) to protect citizens and their property from flood and storm damages, and 3) to protect and restore environmental resources. The Corps carries out most of its work in partnership with Tribal, state, and local governments and other nonfederal entities. The Corps must rely upon using the best available science in the evaluation of water resources needs and in the development of recommendations for water resources management. The university and scientific institutions that comprise the CESU Network have knowledge and expertise of the latest scientific advances that will assist the Corps in reaching sound, scientifically based decisions. In addition, by participating in the CESU, scientists within the Corps will have access to university resources within the CESU Network and be able to interact with colleagues in various scientific disciplines, and thereby further their own professional development. Corps field offices may avail themselves of support from the regional CESUs by collaborating with the Engineer Research and Development Center, who has the authority to enter into cooperative agreements with such CESUs, thus enabling these Corps offices to receive scientific support from regional CESU members. USACE is authorized to cooperate with other agencies in accordance with Title 33 U.S.C. § 2323(a) and 10 U.S.C. § 3036(d). Additionally, USACE may enter into transactions under the authority of 10 U.S.C. § 2371 in carrying out basic, applied, and advanced research projects. In accordance with 10 U.S.C. § 2358, USACE is authorized to enter into this cooperative agreement continuing the Great Lakes-Northern Forest CESU.
- L. National Aeronautics and Space Administration. Among the National Aeronautics and Space Administration's (hereinafter called NASA) missions is the utilization of aeronautical and space activities for scientific purposes, encompassing research designed to expand knowledge of the Earth, its resources, and the effects of climatic change on the transformation of its ecological systems. In addition, NASA is responsible for the environmental stewardship of the land, water, and wildlife resources under its control. In accordance with 51 U.S.C. § 20113 (e) of the National Aeronautics and Space Act of 1958 (51 U.S.C. § 20101 et seq.), NASA is authorized to enter into a cooperative agreement to establish the Great Lakes-Northern Forest CESU to assist in providing research, technical assistance and education.
- M. Host University. The University of Minnesota (hereinafter called Host University), a land grant university, founded in the belief that all people are enriched by understanding, is dedicated to the advancement of learning and the search for truth; to the sharing of this knowledge through education for a diverse community; and to the application of this knowledge to benefit the people of the state, the nation, and the world. The University's mission, carried out on multiple campuses throughout the state and beyond is threefold: Research and Discovery, Teaching and Learning, and Outreach and Public Service. In all its activities, the University strives to sustain

an open exchange of ideas in an environment that embodies the values of academic freedom, responsibility, integrity, and cooperation; that provides an atmosphere of mutual respect, free from racism, sexism, and other forms of prejudice and intolerance; that assists individuals, institutions, and communities in responding to a continuously changing world; that is conscious of and responsive to the needs of the many communities it is committed to serving; that creates and supports partnerships within the University, with other educational systems and institutions, and with communities to achieve common goals; and that inspires, sets high expectations for, and empowers individuals within its community.

N. Partner Institutions. The partner institutions to the Host University include Antioch University New England, Ball State University, Central Michigan University, Cleveland State University, Cornell University, Fond du Lac Tribal and Community College, Grand Valley State University, Hamline University, Indiana State University, Indiana University, Kent State University, Michigan State University, Michigan Technological University, Minnesota State University–Mankato, Northern Illinois University, Northern Michigan University, Northland College, The Ohio State University, Purdue University, Saint Mary’s University of Minnesota, Southern University and A&M College, The Research Foundation for SUNY at The College at Brockport, SUNY–College of Environmental Science and Forestry, Stephen F. Austin State University, University of Iowa, University of Michigan, University of Notre Dame, University of Toledo, University of Vermont and State Agricultural College, University of Wisconsin–Extension, University of Wisconsin–Green Bay, University of Wisconsin–La Crosse, University of Wisconsin–Madison, University of Wisconsin–Stevens Point, Wayne State University, West Virginia University, Winona State University, Minnesota Department of Natural Resources, American Indian Science and Engineering Society, Chicago Botanic Garden, George Wright Society, Great Lakes Commission, ~~Great Lakes Forest Alliance~~, Midwest Art Conservation Center, ~~National Council for Air and Stream Improvement, Inc.~~, The Nature Conservancy, Science Museum of Minnesota, and Wildlife Conservation Society (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 Great Lakes-Northern Forest CESU objectives to the extent allowed by each Federal Agencies’ authorizing legislation;

3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate and as available;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate and as available;
6. Make available managers to serve on the Great Lakes-Northern Forest 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 Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 CFR Part 2635);
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. Continue, in consultation with the Federal Agencies and Partner Institutions, the Great Lakes-Northern Forest CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Lakes-Northern Forest CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Great Lakes-Northern Forest CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;

5. Provide access for Great Lakes-Northern Forest CESU Federal Agency staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies' personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Great Lakes-Northern Forest CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Great Lakes-Northern Forest 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 Great Lakes-Northern Forest 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 Great Lakes-Northern Forest CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the Great Lakes-Northern Forest CESU.

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

1. Maintain the Great Lakes-Northern Forest CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a Great Lakes-Northern Forest CESU role and mission statement;
3. Operate under a multi-year strategic plan;

4. Issue individual funding documents, in accordance with each agency's procedures, to this Agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
 - a. the proposed work;
 - b. the project contribution to the objectives of the CESU;
 - c. the methodology of the project;
 - d. the substantial involvement of each party;
 - e. the project budget and schedule;
 - f. the specific project outputs or products.

Note: For BLM, FWS, USFS, and other agencies as appropriate, this Agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate task agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Specifically, this Agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

5. 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 National Office website (www.cesu.org);
6. 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;
7. 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;
8. 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, DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense), and 2 CFR 1800 (National Aeronautics and Space Administration); and these documents are incorporated into this Agreement by reference.

ARTICLE III. TERM OF AGREEMENT

- A. The effective date of this Agreement shall be 02 August 2017. Parties will have until 02 August 2017 to sign this Agreement and thereby express their intent to continue participation in the Great Lakes-Northern Forest CESU; parties that do not sign this Agreement by 02 August 2017 will not be participants in the Great Lakes-Northern Forest CESU; such parties will remain in “inactive” status and ineligible to process projects under this Agreement until their official signature page has been received.
- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Great Lakes-Northern Forest CESU.
- C. Amendments to this Agreement shall be made according to the following provisions:
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 and 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.
 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 guidance, as posted on the CESU Network website (www.cesu.org). All partners shall receive prior notification of amendments.
 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.
- D. For the purposes of this Agreement, modifications or task agreements 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 or task agreements 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.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

ARTICLE IV. KEY OFFICIALS

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

1. Bureau of Indian Affairs

Technical Representative(s)

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2. Bureau of Land Management

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3. U.S. Fish and Wildlife Service

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4. U.S. Geological Survey

Technical Representative(s)

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5. National Park Service

Technical Representative(s)

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6. U.S. Forest Service

Technical Representative(s)

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7. Natural Resources Conservation Service

Technical Representative(s)

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45. National Council for Air and Stream
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48. Wildlife Conservation Society

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ARTICLE V. AWARD

- A. Upon signature of all parties to this Agreement, the CESU Network National Office shall administer support funding to the Great Lakes-Northern Forest CESU Host University in furtherance of the Agreement, to be authorized and executed by a

modification to the Agreement. The amount of funding shall be determined in accordance with CESU Council annual host institution support guidelines.

- 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), DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works), and 2 CFR 1800 (National Aeronautics and Space Administration).
- 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]).
 - 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.
 - 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.
 - 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 to the Agreement.
- D. Award of additional funds or in-kind resources will be made through modifications to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification.
- E. 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 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), DOD

3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works), and 2 CFR 1800 (National Aeronautics and Space Administration).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- 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), DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works), and 2 CFR 1800 (National Aeronautics and Space Administration) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Great Lakes-Northern Forest CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to the Agreement.
- C. A current role and mission statement for the Great Lakes-Northern Forest CESU will be agreed to and maintained by all Great Lakes-Northern Forest CESU cooperators. Copies of the role and mission statement will be available to all parties to the Agreement.
- D. Annual work plans will be developed to guide the specific activities of the Great Lakes-Northern Forest CESU and will:
 - 1. Describe the Great Lakes-Northern Forest CESU's ongoing and proposed research, technical assistance, and education activities;
 - 2. Describe anticipated projects and products; and
 - 3. Identify faculty, staff, and students involved in the Great Lakes-Northern Forest CESU during the year.

Copies of the annual work plan will be available to all parties to the Agreement.

- E. A current multi-year strategic plan will be maintained to generally guide the Great Lakes-Northern Forest CESU. Copies of the strategic plan will be available to all parties to the Agreement.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

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), DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works), and 2 CFR 1800 (National Aeronautics and Space Administration).

ARTICLE IX. TERMINATION

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), DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works), and 2 CFR 1800 (National Aeronautics and Space Administration). 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.

ARTICLE X: REQUIRED/SPECIAL PROVISIONS

A. REQUIRED PROVISIONS:

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with applicable 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 applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religion, or sex in providing of facilities and services to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. § 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

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

ARTICLE I. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

a) Governmental Parties

- (1) The Federal Agencies (excluding the U.S. Forest Service), Host University, and Partner Institutions which are governmental parties, each accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by their respective applicable laws, including laws concerning self-insurance.
- (2) 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 (1), (2), and (3) for non-governmental parties stated below.
- (3) This provision is applicable to the U.S. Forest Service acting by and through the Forest Service, USDA does hereby recognize potential liability for payment of claims for injury or loss of property of personal injury or death caused by the Government, or any officer, agent or employee thereof, while acting within the scope of his/her office of employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred (28 U.S.C. §§1346 (b), 2672 et seq.).

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

- (1) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and
- (2) 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
- (3) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.
- (4) 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.

7. TRAFFICKING IN PERSONS: This Agreement and its subsequent modifications and task agreements are subject to requirements of section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104); now located at 2 CFR Part 175: Trafficking in Persons.

a) Provisions applicable to a recipient that is a private entity.

- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii Procure a commercial sex act during the period of time that the award is in effect; or
 - iii Use forced labor in the performance of the award or subawards under the award.
- (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—

- i Is determined to have violated a prohibition in paragraph (a) (1) of this award term; or
 - ii Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a) (1) of this award term through conduct that is either—
 - (a) Associated with performance under this award; or
 - (b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).
- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- (1) Is determined to have violated an applicable prohibition in paragraph (a) (1) of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a) (1) of this award term through conduct that is either—
 - i Associated with performance under this award; or
 - ii Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).
- c) Provisions applicable to any recipient.

- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) (1) of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph (a) (2) or (b) of this section:
 - i Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph (a) (1) of this award term in any subaward you make to a private entity.
- d) *Definitions.* For purposes of this award term:
- (1) *“Employee”* means either:
 - i An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) *“Forced labor”* means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (3) *“Private entity”* means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes:
 - i A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii A for-profit organization.

(4) “*Severe forms of trafficking in persons,*” “*commercial sex act,*” and “*coercion*” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

8. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” the following actions by Federal employees are banned: a) any and all text messaging by while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

9. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658

a) *Definitions.* As used in this clause—

“*United States*” means the 50 states and the District of Columbia.

“*Worker*”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

i Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

ii Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,

iii Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training

program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage Rate.*

- (1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
- (2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.
- (3)
 - (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.
 - (ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.
 - (iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

- (4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
 - (5) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.
 - (6) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
 - (7) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
 - (8) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
 - (9) The Recipient shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- i Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;
 - ii Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and
 - iii Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to—

- i Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
- ii Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—
 - (a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).
 - (b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).
 - (c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).
- d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- e) *Payroll Records.*
 - (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
 - i Name, address, and social security number;

- ii The worker's occupation(s) or classification(s);
- iii The rate or rates of wages paid;
- iv The number of daily and weekly hours worked by each worker;
- v Any deductions made; and
- vi Total wages paid.

(2) The Recipient shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.

(3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.

h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

- i) *Antiretaliation*. The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance*. The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards*. The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

B. SPECIAL PROVISIONS:

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.
2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

ARTICLE XI: DOCUMENTS INCORPORATED BY REFERENCE

The following are to be incorporated into this Agreement:

- A. SF-LLL, Disclosure of Lobbying Activities or Grants.gov Lobbying Form certification, identified in the agencies Funding Opportunity Announcement.
- B. Specific project award documents will incorporate the required Standard Forms for Application for Financial Assistance, as appropriate:

- SF-424 – Application for Financial Assistance
- SF-424a – Budget for Non-Construction
- SF-424b – Assurances for Non-Construction
- SF-424c – Budget for Construction
- SF-424d – Assurances for Construction

Standard Forms are available on the CESU Network website (www.cesu.org).

ARTICLE XII. ATTACHMENTS/LINKS

The following documents are attached for use per agency requirements, as appropriate:

- ATTACHMENT 1 – [Request for Advance or Reimbursement, SF-270](#)
- ATTACHMENT 2 – [Federal Financial Report, SF-425](#)
- ATTACHMENT 3 – [ACH Payment Enrollment, SF-3881](#)
- ATTACHMENT 4 – [Example Modification Template](#)
- ATTACHMENT 5 – U.S. Forest Service Joint Venture Agreement Provisions

Attachment documents are available on the CESU Network website (www.cesu.org).

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

- A. Bureau of Indian Affairs
- B. Bureau of Land 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
- J. National Aeronautics and Space Administration

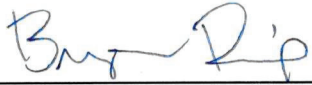
K. UNIVERSITY OF MINNESOTA (HOST)

- L. Antioch University New England
- M. Ball State University
- N. Central Michigan University
- O. Cleveland State University
- P. Cornell University
- Q. Fond du Lac Tribal and Community College
- R. Grand Valley State University
- S. Hamline University
- T. Indiana State University
- U. Indiana University
- V. Kent State University
- W. Michigan State University
- X. Michigan Technological University
- Y. Minnesota State University–Mankato
- Z. Northern Illinois University
- AA. Northern Michigan University
- BB. Northland College
- CC. The Ohio State University
- DD. Purdue University
- EE. Saint Mary's University of Minnesota
- FF. Southern University and A&M College
- GG. The Research Foundation for SUNY at The College at Brockport

HH. SUNY–College of Environmental Science and Forestry
II. Stephen F. Austin State University
JJ. University of Iowa
KK. University of Michigan
LL. University of Notre Dame
MM. University of Toledo
NN. University of Vermont and State Agricultural College
OO. University of Wisconsin–Extension
PP. University of Wisconsin–Green Bay
QQ. University of Wisconsin–La Crosse
RR. University of Wisconsin–Madison
SS. University of Wisconsin–Stevens Point
TT. Wayne State University
UU. West Virginia University
VV. Winona State University
WW. Minnesota Department of Natural Resources
XX. American Indian Science and Engineering Society
YY. Chicago Botanic Garden
ZZ. George Wright Society
AAA. Great Lakes Commission
~~BBB. Great Lakes Forest Alliance [dissolved]~~
CCC. Midwest Art Conservation Center
~~DDD. National Council for Air and Stream Improvement [withdrawn]~~
EEE. The Nature Conservancy
FFF. Science Museum of Minnesota
GGG. Wildlife Conservation Society

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Indian Affairs



Bryan Rice
Director, Bureau of Indian Affairs
U.S. Department of the Interior

12/4/2017
Date

**BRIAN
SCHOELLKOPF**



Digitally signed by BRIAN
SCHOELLKOPF
Date: 2018.04.12 08:18:50 -04'00'

Brian Schoellkopf
Grants Management Specialist

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. Bureau of Land Management



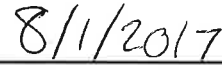
Karen Mouritsen
State Director
Eastern States Office



Date



Brandon Riley
Grants Management Officer



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. U.S. Fish and Wildlife Service

 Digitally signed by DANIEL
LOVDAHL
Date: 2017.08.02 09:34:23
-05'00'

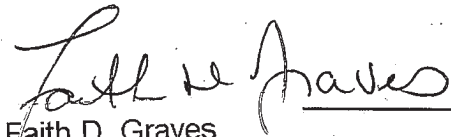
Daniel D. Lovdahl
Grants Management Specialist
Midwest Region

August 2, 2017

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. U.S. Geological Survey



Faith D. Graves
Contracting Officer

8/1/17
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. National Park Service



Erin Williams
Research Coordinator
Great Lakes-Northern Forest CESU


8/4/17
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. U.S. Forest Service



David Garrison
Grants Management Specialist
Northern Research Station



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. Natural Resources Conservation Service

**ROYLENE RIDES
AT THE DOOR**

Digitally signed by ROYLENE
RIDES AT THE DOOR
Date: 2017.08.15 12:58:51 -04'00'

ROYLENE RIDES AT THE DOOR
Acting Deputy Chief for Science and Technology

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

DALSIMER.ALLYN.AN
N.1284843602

Digitally signed by
DALSIMER.ALLYN.ANN.1284843602
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,
ou=OTHER, cn=DALSIMER.ALLYN.ANN.1284843602
Date: 2017.08.09 09:04:40 -04'00'

Alison A. Dalsimer
Director, DoD Natural Resources Program

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

**WHITTEN.CHELSEA.M.1139
493768**

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: 2018.01.30 08:41:12 -06'00'

Chelsea Whitten
Lead Contract Specialist
ERDC Contracting Office

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. National Aeronautics and Space Administration

Denise Thaller

Denise R. Thaller
Director
Environmental Management Division (EMD)

4/10/2020

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. University of Minnesota



Kevin McKoskey
Director
Office of Sponsored Projects Administration

8/7/17
Date



Michael Kilgore
Interim Head, Department of Forest Resources and
Director, Great Lakes-Northern Forest CESU

8/4/17
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Antioch University dba Antioch University New England



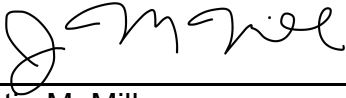
By: Anne E. Driscoll, Academic Dean
Antioch University New England

8.01.17

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. Ball State University



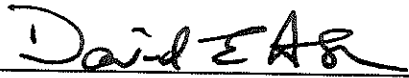
Justin M. Miller
Director, Sponsored Projects Administration

8/1/17

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Central Michigan University



David E. Ash
Vice President for Research and Dean of Graduate Studies



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. Cleveland State University

[This partner is currently inactive pending submission of signature page per Article III. A.]

Daniel Simon
Associate Vice President for Research

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. Cornell University




Digitally signed by Christine Brown
DN: cn=Christine Brown, o=Cornell University,
ou=Office of Sponsored, email=cb284@cornell.edu,
c=US
Date: 2017.09.19 10:30:39 -04'00'

~~Mary Margaret Klempa~~ Christine Brown, Grant & Contract Officer
~~Director~~, Office of Sponsored Programs

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. Fond du Lac Tribal and Community College

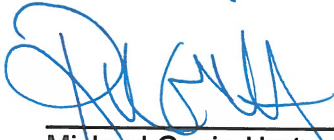


Larry Anderson
President

2/5/18
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. Grand Valley State University



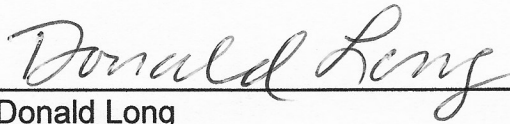
Michael Gouin-Hart
Director, Office of Sponsored Programs

8/1/17


Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

S. Hamline University



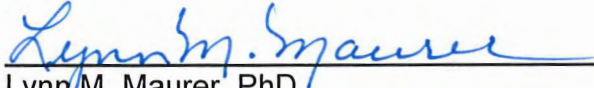
Donald Long
Director, Sponsored Programs



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. Indiana State University



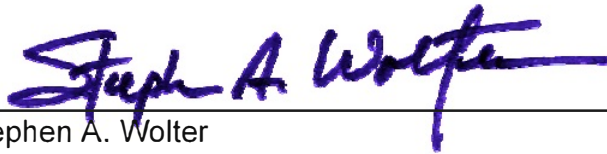
Lynn M. Maurer, PhD
Chief Research Officer and Dean

1-30-18

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

U. Indiana University



Stephen A. Wolter
Executive Director, Eppley Institute for Parks and Public Lands

08/01/2017

Date




KATIE MORRIS
Director of Research Contracting

8/1/2017

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. Kent State University



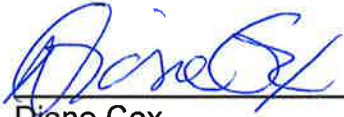
Paul E. DiCorleto
Vice President for Research and Sponsored Programs

8/2/2017

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. Michigan State University

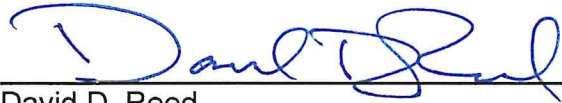


Diane Cox
Manager, Awards and Agreements
Office of Sponsored Programs Administration

29 Aug 17
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

X. Michigan Technological University



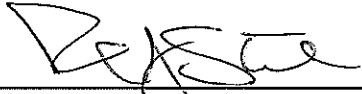
David D. Reed
Vice President for Research

8/2/17

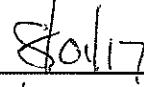
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Y. Minnesota State University–Mankato



Richard J. Straka
Vice President for Finance and Administration



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Z. Northern Illinois University



Dara C. Little
Assistant Vice President and Director
Sponsored Programs Administration

8/1/17

Date

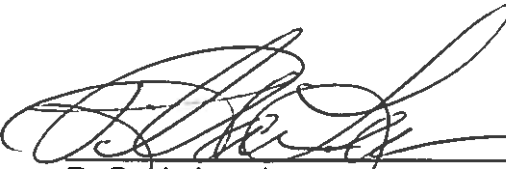
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AA. Northern Michigan University



Kerri Schuiling
Provost and Vice President for Academic Affairs

8/3/17
Date

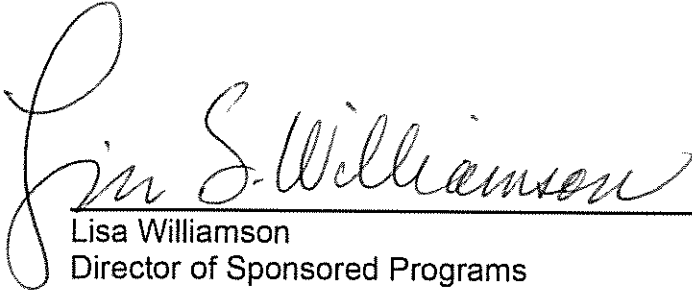


R. Gavin Leach
Vice President for Finance and Administration

8.3.2017
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

BB. Northland College



Lisa Williamson
Director of Sponsored Programs

1-30-18
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

CC. The Ohio State University



Kristy A. Baker, CRA
Assistant Director, Office of Research



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

DD. Purdue University


Scott Levans | Contract Analyst

Digitally signed
by Scott Levans


PURDUE
UNIVERSITY

Date:
2018.02.06

SPONSORED PROGRAM SERVICES
CONTRACTING

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Scott M. Levans
Contract Analyst
Sponsored Program Services


Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

EE. Saint Mary's University of Minnesota



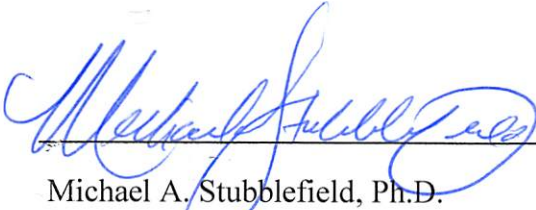
Benjamin Murray
Vice President for Financial Affairs



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

FF. Southern University and A&M College



Michael A. Stubblefield, Ph.D.
Vice Chancellor for Research

8-9-2017

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

GG. The Research Foundation for SUNY at The College at Brockport

Aimee Coates

Aimee Coates
Contract & Grant Administrator

8/3/17

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

HH. SUNY–College of Environmental Science and Forestry

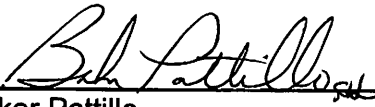
**Christopher
T. Nomura** Digitally signed by
Christopher T. Nomura
Date: 2020.04.17
15:53:58 -04'00'

Christoper T. Nomura
Campus Operations Manager

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

II. Stephen F. Austin State University



Baker Pattillo
President

2-6-18
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

JJ. University of Iowa

DocuSigned by:
Wendy Beaver
7A3F67C14F684DB...

Wendy Beaver
Executive Director, Division of Sponsored
Programs

8/2/2017

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

The Regents of the
KK. University of Michigan

Beth Wenner

10/12/2017

Date

Beth Wenner
Project Representative
Office of Res. & Spon. Proj.

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

LL. University of Notre Dame




Greg Luttrell
Director, Research Contracts

01/30/2018

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

MM. University of Toledo



Frank J. Calzonetti, Ph.D.
Vice President for Research

8-1-17
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

NN. University of Vermont and State Agricultural College

S. Stern

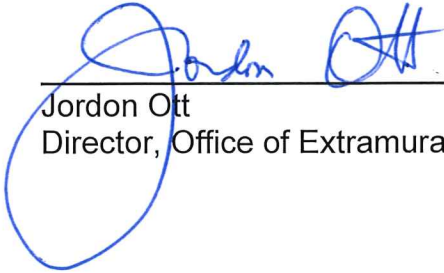
Sonya Stern
Interim Director, Sponsored Project Administration

1/30/2018

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

OO. University of Wisconsin-Extension

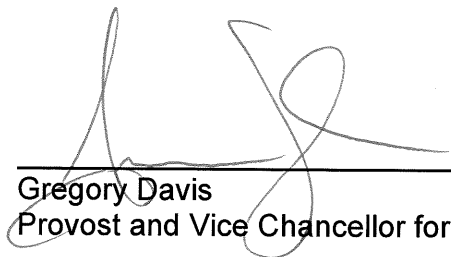


Jordon Ott
Director, Office of Extramural Support

8/2/2017
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

PP. University of Wisconsin–Green Bay



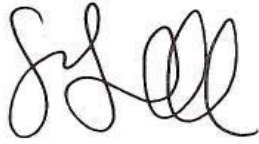
Gregory Davis
Provost and Vice Chancellor for Academic Affairs

1 Aug 17

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

QQ. University of Wisconsin–La Crosse



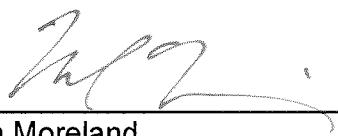
Sandra Grunwald
Associate Vice Chancellor for Academic Affairs

8/1/2017

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

RR. University of Wisconsin–Madison

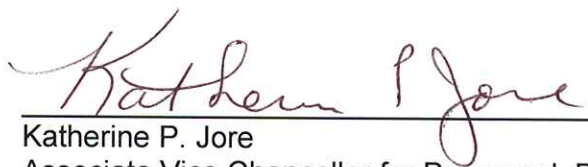
for 

Kim Moreland
Associate Vice Chancellor and Director
Office of Research and Sponsored Programs

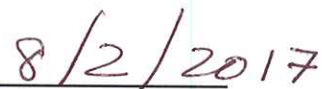
8/2/17
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

SS. University of Wisconsin–Stevens Point



Katherine P. Jore
Associate Vice Chancellor for Personnel, Budget and Grants



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

TT. Wayne State University




Gail L. Ryan
Associate Vice President for Sponsored Program Administration

8/1/17
Date

**LaShonda Cooley, Senior Director
Sponsored Program Administration**

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

UU. West Virginia University



John Childress
Director, Office of Sponsored Programs

8.2.17
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

VV. Winona State University

Charla S. Miertschin

Charla S. Miertschin
Dean, College of Science and Engineering

CE * ~ • d F I G F I

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

WW. Minnesota Department of Natural Resources



Dave Schad
Deputy Commissioner

8/8/2017
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

XX. American Indian Science and Engineering Society

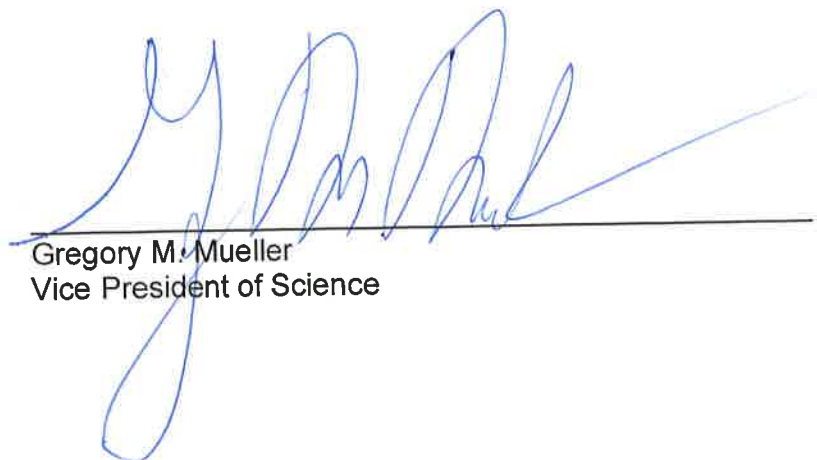
[This partner is currently inactive pending submission of signature page per Article III. A.]

Sarah Echohawk
Chief Executive Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

YY. Chicago Botanic Garden



Gregory M. Mueller
Vice President of Science

2 August 2017
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

ZZ. George Wright Society




Jennifer Palmer
Executive Director

Aug 2, 2017

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AAA. Great Lakes Commission



Tim A. Eder
Executive Director

8/1/17

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

~~BBB. Great Lakes Forest Alliance [dissolved]~~

[This partner is currently inactive pending submission of signature page per Article III. A.]

Michael Prouty
Executive Director

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

CCC. Midwest Art Conservation Center



Colin D. Turner
Executive Director

8/1/2017
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

~~DDD. National Council for Air and Stream Improvement, Inc. [withdrawn]~~


[This partner is currently inactive pending submission of signature page per Article III. A.]

Colin D. Turner
Executive Director

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

EEE. The Nature Conservancy



Peggy Ladner
State Director in Minnesota, North Dakota, South Dakota

5/29/19
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

FFF. Science Museum of Minnesota

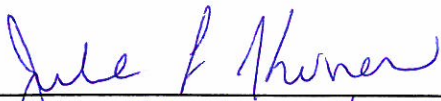


Alison Brown
President and Chief Executive Officer

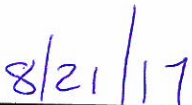
8/9/17
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

GGG. Wildlife Conservation Society



~~Jodi Hilty~~ Julie K. Thunen, Vice President, Americas
Director of North American Conservation Programs



Date



Forest Service Agreement No. 17-JV-11242300-126

**GREAT LAKES NORTHERN FOREST
COOPERATIVE ECOSYSTEMS STUDIES UNIT**

**USDA FOREST SERVICE
NORTHERN RESEARCH STATION
JOINT VENTURE AGREEMENT PROVISIONS ATTACHMENT**

This JOINT VENTURE AGREEMENT is hereby made and entered into by and between the Great Lakes Northern Forest Cooperative Ecosystems Studies Unit having the Regents of the University of Minnesota as the Host, hereinafter referred to as "GLNF CESU/Cooperator," and the USDA, Forest Service Northern Research Station, hereinafter referred to as the "U.S. Forest Service," under the provisions of the National Agricultural Research, Extension and Teaching Policy Act of 1977 {7 U.S.C. 3318(b), Pub. L. 95-113}, as amended by the Food Security Act of 1985 (Title XIV, Pub. L. 99-198).

I. The following provisions are incorporated into the Master GLNF CESU and are applicable to subsequent GLNF CESU Task Agreements where the USDA Forest Service, Northern Research Station is a party. In consideration of the above premises, the parties agree as follow:

II. THE COOPERATOR SHALL:

- A. LEGAL AUTHORITY: The Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. ENVIRONMENTAL STANDARDS. The Cooperator shall comply with environmental standards pursuant to the notification of violating facilities in E.O. 11738.

III. THE U.S. FOREST SERVICE SHALL:
(See individual Task Agreements)

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Cooperator is/are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the Cooperator, at the Cooperator's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- B. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- C. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities.
- D. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperator to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request must be submitted by **NORTHERN RESEARCH STATION** to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service **NORTHERN RESEARCH STATION** will notify the Cooperator when permission is granted.
- E. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- F. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.



To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

- G. ELIGIBLE WORKERS. The Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- H. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- I. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The Cooperator shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The Cooperator shall keep effective internal controls to ensure that all United States Federal funds



received are separately and properly allocated to the activities described in the agreement. The Cooperator shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Source Documentation

The Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents. These documents must be made available to the U.S. Forest Service upon request.

5. Advance Payments

When applicable, the Cooperator shall establish and maintain specific procedures to minimize the time elapsing between the advance of federal funds and their subsequent disbursement. Any advance requested by the Cooperator must be expended within 30 days of receipt.

J. INDIRECT COSTS AND TUITION REMISSION. In accordance with 7 U.S.C. 3319, indirect costs and tuition remission are not reimbursable to a State Cooperative Institution, as defined in 7 U.S.C. 3103 (18), under this agreement. Indirect costs and tuition remission, however, may be used by a State cooperative institution to satisfy matching or cost-sharing requirements.

K. INDIRECT COST RATES- PARTNERSHIP

Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
3. For a rate greater than 25 percent, the U.S. Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost



rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the Forest Service.

L. PROGRAM INCOME – PARTNERSHIP AGREEMENTS.

1. The Cooperator shall apply the standards set forth in this Provision to account for program income earned under the agreement.

2. If any program income is generated as a result of this agreement, the income must be applied using the deduction alternative. The deduction alternative means that program income must be deducted from total allowable costs to determine the net allowable costs, unless otherwise approved by the signatory official. Program income must be used for current costs unless the Federal agency authorizes otherwise. Program income which the Cooperator did not anticipate at the time of the award must be used to reduce the Federal agency and the Cooperator contributions rather than to increase the funds committed to the project.

3. Unless the terms and conditions of the agreement provide otherwise, the Cooperator shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.

4. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the agreement and they comply with the Cost Principles, if applicable.

5. Unless the terms and conditions of the agreement provide otherwise, the Cooperator shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an agreement. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards.

M. OVERPAYMENT. Any funds paid to the Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the Cooperator to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;



If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the Cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- N. AGREEMENT CLOSEOUT. The Cooperator shall close out the GLNF CESU Task Agreement within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to the Cooperator must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22.

Within a maximum of 90 days following the date of expiration or termination of the Task Agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the Cooperator.

If a Task Agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- O. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Cooperator shall retain all records pertinent to Task Agreements for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

The Cooperator shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall



not be limited to the required retention period but shall last as long as the records are kept.

- P. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitles B §8106 (2008 Farm Bill).

- Q. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- R. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this agreement entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- S. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Cooperator's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). The Cooperator must maintain cost and price analysis documentation for potential U.S. Forest Service review. The Cooperator is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- T. GOVERNMENT-FURNISHED PROPERTY. The Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. The Cooperator shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to



any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.
Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, the Cooperator shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or the Cooperator is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Cooperator's managerial personnel. The Cooperator's managerial personnel, in this clause, means the Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Cooperator's business; all or substantially all of the Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
 2. The Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperator shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
 3. The Cooperator shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
 4. Upon the request of the Grants & Agreements Specialist, the Cooperator shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- U. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- V. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.



In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- W. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Cooperator materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by the Cooperator or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current agreement for the Cooperator's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 417.
- X. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and the Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by the Cooperator to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If, in the case of a partial termination,



the U.S. Forest Service determines that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, the Cooperator shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the Cooperator for the United States Federal share of the non-cancelable obligations properly incurred by the Cooperator up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

- Y. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- Z. DEBARMENT AND SUSPENSION. The Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- AA. INTERNATIONAL TRAVEL. When U.S. Forest Service funds are used, and no Federal, statutory exceptions apply, the Cooperator shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States Government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).
- BB. COPYRIGHTING. The Cooperator is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.



This provision includes:

1. The copyright in any work developed by the Cooperator under this agreement.
 2. Any right of copyright to which the Cooperator purchase(s) ownership with any Federal contributions.
- CC. U.S. FOREST SERVICE CODE OF SCIENTIFIC ETHICS. All persons performing under this agreement shall be aware of and perform according to the U.S. Forest Service Code of Scientific Ethics found at:
[http://www.fs.fed.us/research/publications/fs_code_of%20 scientific ethics.pdf](http://www.fs.fed.us/research/publications/fs_code_of%20scientific_ethics.pdf)
- DD. USDA GUIDELINES FOR QUALITY OF INFORMATION. This agreement is subject to the “Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies; Republication” and the “USDA Guidelines for Quality of Information” which can be found at <http://www.fs.fed.us/qoi/>.
- EE. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All Non-federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and



(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

FF. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

The authority and format of this agreement have been reviewed and approved for signature.

8/03/17

David Garrison, Grants Management Specialist
USDA Forest Service, Northern Research Station

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.