

BLM # KAA119001
USBR # 6AG602113
USGS # G10AC00709
NPS # H6000110100
USFWS # 60181BJ650
USFS # 11-JV-11221632-002
NRCS # 68-3A75-11-9
USACE-CW # W912HZ-08-2-0004
DOD-ODUSD (I&E) # W9126G-10-2-2010

**GREAT PLAINS
COOPERATIVE ECOSYSTEM STUDIES UNIT
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

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

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

**U.S. DEPARTMENT OF DEFENSE
U.S. Army Corps of Engineers – Civil Works
Office of the Deputy Under Secretary of Defense
(Installations and Environment)**

and

**UNIVERSITY OF NEBRASKA - LINCOLN (HOST)
Black Hills State University
Colorado State University
Kansas State University
Langston University
North Dakota State University
South Dakota State University
Texas AgriLife Research of the Texas A&M University System
University of Minnesota**

**University of North Dakota
University of Oklahoma
University of South Dakota
University of Wyoming
Emporia State University
New Mexico Highlands University
South Dakota School of Mines and Technology
Winona State University**

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Bureau of Reclamation, U.S. Geological Survey, National Park Service, U.S. Fish and Wildlife Service, U.S. Forest Service, Natural Resources Conservation Service, U.S. Army Corps of Engineers – Civil Works, and Office of the Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called Federal Agencies), and the University of Nebraska-Lincoln and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Great Plains Cooperative Ecosystem Studies Unit (CESU). This continuation of the Great Plains 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 Plains CESU is associated with a national network of CESUs.
- B. The objectives of the Great Plains Cooperative Ecosystem Studies Unit are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resource issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 - Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 USC 1701 et seq.). In accordance with 43 USC 1737(b), the BLM is authorized to enter into a cooperative

agreement to continue the Great Plains CESU to assist in providing research, technical assistance and education.

- D. The U.S. Bureau of Reclamation (hereinafter called USBR) manages, develops, and protects water and related resources in an environmentally and economically sound manner in the interest of the American public (43 USC Chapter 12). USBR is authorized to enter into certain cooperative agreements in accordance with the authority delegated in 255 DM 14.1, which states that the Commissioner is delegated so much of the authority of the Secretary under the Fish and Wildlife Coordination Act, 16 USC 661 et seq., as is necessary to provide assistance, through grants or cooperative agreements, to public or private organizations for the improvement of fish and wildlife habitat associated with water systems or water supplies affected by Reclamation projects. In accordance with this authority, and also in accordance with the Omnibus Public Land Management Act of 2009 (P.L. 111-11), Subtitle F-Secure Water, Sec 9502, 9504, and 9509, the USBR is authorized to enter into a cooperative agreement to continue the Great Plains CESU to assist in providing research, technical assistance and education.
- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 31 USC 6302 et seq., 16 USC 1a-2j, 16 USC 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into a cooperative agreement to continue the Great Plains CESU to assist in providing research, technical assistance and education.
- F. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 USC 1 et seq.). In accordance with 16 USC 1a-2j and 16 USC 5933, the NPS is authorized to enter into a cooperative agreement to continue the Great Plains CESU to assist in providing research, technical assistance and education. The National Park Service is also authorized to enter into agreements which provide contributions by the recipient in furtherance of the project, Cost Share Agreements (16 USC 1f).
- G. 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, and inland sport fisheries. In accordance with the Fish and Wildlife Act of 1956 (16 USC 742f), the USFWS is authorized to enter into this cooperative agreement to continue the Great Plains CESU to assist in providing research, technical assistance, and education.

- H. 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 USC 1641-1646). In accordance with 7 USC 3318 (b) the USFS is authorized to enter into a joint venture agreement to continue the Great Plains CESU to assist in providing research, technical assistance and education.
- I. The Natural Resources Conservation Service (hereinafter called NRCS) provides technical assistance to farmers, ranchers, and other private landowners in managing soil, water, animal, plant, air and human resources. NRCS scientists and technical specialists identify appropriate technologies in research and development and transfer them to field staff for implementation. Under section 714 of P.L. 106-387, 7 USC 6962a, NRCS is authorized to enter into this cooperative agreement continuing the Great Plains CESU to assist in providing research, technical assistance and education.
- J. The U.S. Army Corp of Engineers – Civil Works (hereinafter called USACE-CW) provides assistance in the development and management in the nation's water resources. The main missions of USACE-CW, 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 non-federal 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 resource management. The university and scientific advances will assist the Corps in reaching sound, scientifically based decisions. In accordance with 10 USC 2358, USACE-CW is authorized to enter into the cooperative agreement with the Great Plains CESU enabling the USACE-CW to receive direct scientific support from regional CESU members under agreement number # W912HZ-08-2-0004 for a cumulative amount not-to-exceed \$25,000,000.00. USACE-CW is authorized to cooperate with other agencies in accordance with Title 33 USC 2323a and 10 USC 3036(d).
- K. The Department of Defense (hereinafter called DoD) manages nearly 30 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 USC 670c-1, 10 USC 2358, 10 USC 2694, 10 USC 2684, and P.L. 103-139 (FY 94 NDAA, page 107 Stat. 1422) DoD is authorized to enter into this cooperative agreement continuing the Great Plains CESU to assist in providing research, technical assistance and

education under agreement number # W9126G-10-2-2010. The U.S. Army Corps of Engineers through the Office of the Deputy Under Secretary of Defense (Installations and Environment) may only use this agreement for cooperative projects that are for the benefit of the Military Services and their installations and within the objectives of the CESU.

- L. The role of the University of Nebraska-Lincoln as the primary intellectual and cultural resource for the State is fulfilled through the missions of the University: teaching, research, and service. UNL pursues its missions through its nine colleges on its West Campus, the university-wide Graduate College, the College of Agricultural Sciences and Natural Resources, Agricultural Research Division, Cooperative Extension, International studies, and its museums, press, and telecommunication services. Teaching, research, and service take on a distinctive character at UNL because of its land-grant university status, which ensures a commitment to the people of the State, the region, and the nation. UNL is dedicated to the pursuit of an active research agenda which benefits the agricultural environment and natural resources, the highest quality of post-secondary education, and exceptional service through its partnership with federal, state, and local agencies.
- M. The partner institutions to the Host University include the Black Hills State University, Colorado State University, Kansas State University, Langston University, North Dakota State University, South Dakota State University, Texas AgriLife Research of the Texas A&M University System, University of Minnesota, University of North Dakota, University of Oklahoma, University of South Dakota, University of Wyoming, Emporia State University, New Mexico Highlands University, South Dakota School of Mines and Technology, Winona State University (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 Plains CESU objectives and to the extent allowed by each Federal Agencies' authorizing legislation;
 - 3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
 - 4. Provide funds for basic support and salary for participating Host University and Partner Institution faculty, as appropriate;

5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the Great Plains CESU Managers 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 polices generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner 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 Plains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Plains CESU objectives;
3. Allow and encourage its faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Great Plains CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Great Plains 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 Great Plains CESU Federal Agency staff 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 Plains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Great Plains CESU Managers 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 Plains 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 Plains 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 Plains CESU.

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

1. Maintain the Great Plains 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 current Great Plains CESU role and mission statement;
3. Operate under a current multi-year strategic plan;
4. Issue individual funding documents under this Agreement, in accordance with each Federal Agency's respective procedures, that 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;

Specifically for BLM, 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. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement;
- 6. Follow OMB Circulars: A-21, "Cost Principles for Educational Institutions," as codified at 2 CFR 220; A-87, "Cost Principles for State, Local, and Indian Tribal Governments," as codified at 2 CFR Part 225; A-102, "Grants and Cooperative Agreements with State and Local Governments;" A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as codified at 2 CFR Part 215; A-122, "Cost Principles for Non-Profit Organizations;" as codified at 2 CFR Part 230; A-133, "Audits of States, Local Governments and Non-Profit Organizations;" as appropriate; and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense) and these documents are incorporated into this Agreement by reference.

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be 06 October 2010. Parties will have until 06 October 2010 to sign this Agreement and thereby express their intent to continue participation in the Great Plains CESU; parties that do not sign this Agreement by 06 October 2010 will not be participants in the Great Plains CESU.

B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Great Plains CESU.

C. Amendments to the Agreement

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 in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III. C.2. (below).
2. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.

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 technical representatives for the Federal Agencies are as follows:

A.1. Bureau of Land Management

Adrienne Pilmanis
Plant Conservation Lead
Bureau of Land Management

P.O. Box 1828
5353 Yellowstone Road
Cheyenne, WY 82003
Phone: (307) 775-6035
Fax: (307) 775-6042
Adrienne_Pilmanis@blm.gov

A.2. U.S. Bureau of Reclamation

Lindsey Nafts
Grants and Cooperative Agreements Officer
Bureau of Reclamation
Great Plains Regional Office
P.O. Box 36900
Billings, MT 59107-6900
Phone: (406) 247-7684
Fax: (406) 247-7798
LNafts@usbr.gov

A.3. U.S. Geological Survey

Frank D'Erchia
Regional Science Coordinator
USGS Central Region
Building 810, MS-150
Denver, CO 80225
Phone: (303) 202-4743
Fax: (303) 202-4742
Frank_derchia@usgs.gov

A.4. National Park Service

Gary Willson
GP-CESU Research Coordinator
National Park Service
3310 Holdrege Street
515 Hardin Hall
University of Nebraska
Lincoln, NE 68583-0985
Phone: (402) 472-5047
Fax: (402) 472-2946
Gary_Willson@nps.gov

A.5. U.S. Fish and Wildlife Service

Greg Watson

Energy/Research Coordinator
U.S. Fish and Wildlife Service
P.O. Box 25486, DFC
Denver, CO 80225-0486
Phone: (303) 236-4514
Fax: (303) 236-8295
Greg_Watson@fws.gov

A.6. U.S. Forest Service

Paulette L. Ford
Research Ecologist
Grassland, Shrubland and Desert Ecosystems
U.S. Forest Service, Rocky Mountain Research Station
333 Broadway SE, Suite 115
Albuquerque, NM 87102-3497
Phone: (505) 724-3670
Fax: (505) 724-3688
plford@fs.fed.us

A.7. Natural Resources Conservation Service

Doris Washington
National CESU/COE Coordinator
USDA/Natural Resources Conservation Service
National Water Management Center
101 East Capitol Avenue, Suite B-100
Little Rock, AR 72201-3811
Phone: (501) 210-8910
Fax: (501) 210-8935
Doris.Washington@ar.usda.gov

A.8. U.S. Army Corps of Engineers – Civil Works

Alfred F. Cofrancesco
Technical Director, Civil Works, Environmental Engineering & Science
Department of the Army
Engineering Research and Development Center
U.S. Army Corps of Engineers
Environmental Laboratory
Waterways Experiment Station, 3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Phone: (601) 634-3182
Fax: (601) 634-3664
Al.F.Cofrancesco@usace.army.mil

Administrative Representatives:

Amanda Irwin Campbell
Contract Specialist, ERDC Contracting Office
Engineer Research and Development Center
U.S. Army Corps of Engineers
3909 Halls Ferry Road
Vicksburg, MS 39180
Phone: (601) 634-3944
Fax: (601) 634-4885
Amanda.I.Campbell@usace.army.mil

Michael G. Lee
Grants Officer
ERDC Contracting Office (ECO)
U.S. Army Corps of Engineers
3909 Halls Ferry Road
Vicksburg, MS 39180-6199
Phone: (601) 634-3903
Fax: (601) 634-4885
Michael.G.Lee@usace.army.mil

A.9. Department of Defense, Office of the Deputy Under Secretary of Defense (Installations and Environment)

Alan B. Anderson
Chief, Ecological Processes Branch
U.S. Army Engineer Research and Development Center (ERDC)
Construction Engineering Research Laboratory (CERL)
2902 Farber Drive
Champaign, IL 61822
Phone: (217) 352-6511 Ext. 6390
Phone: 800/USACERL Ext. 6390
Fax: (217) 373-7266
alan.b.anderson@usace.army.mil

B. The technical representative for the Host University, University of Nebraska-Lincoln, is:

Sunil Narumalani
Director, GP-CESU
Associate Dean for Academic Programs
College of Arts & Sciences
1223 Oldfather Hall
University of Nebraska

Lincoln, NE 68588-0312
Phone: (402) 472-2891
Fax: (402) 472-2946
snarumalani1@unl.edu

C. The technical representatives for the Partner Institutions are:

C.1. Black Hills State University

Brian Smith
Department of Biology
Black Hills State University
1200 University Street Unit 9044
Spearfish, SD 57799-9044
Phone: (605) 642-6879
Fax: (605) 642-6762
briansmith@bhsu.edu

C.2. Colorado State University

Gillian Bowser
Assistant Dean, Warner College of Natural Resources
Colorado State University
241 Wagar Building, 1401 CD
Fort Collins, CO 80523-1401
Phone: (970) 491-5871
Fax: (970) 491-0279
Gillian.Bowser@colostate.edu

C.3. Kansas State University

Samantha Wisely
Assistant Professor
111 Bushnell Hall
Division of Biology
Kansas State University
Manhattan, KS 66506-4901
Phone: (785) 532-0978
Fax: (785) 532-6653
wisely@ksu.edu

C.4. Langston University

Dennis Howard
Extension/Outreach
P.O. Box 1258

Langston University
Langston, OK 73050
Phone: (405) 466-6102
dvhoward@lunet.edu

C.5. North Dakota State University

Rodney Lym
Department of Plant Sciences
North Dakota State University
Loftsgard Hall 474D
Fargo, ND 58105
Phone: (701) 231-8996
Fax: (701) 231-8474
rod.lym@ndsu.edu

C.6. South Dakota State University

David Willis
Head, Department of Wildlife and Fisheries Sciences
SNP 138, Box 2140B
South Dakota State University
Brookings, SD 57007-1696
Phone: (605) 688-6121
Fax: (605) 688-4515
David.Willis@sdstate.edu

C.7. Texas AgriLife Research of the Texas A&M University System

Neal Wilkins
Director, Institute of Renewable Natural Resources
2260 TAMU
Texas A&M University
College Station, TX 77843-2260
Phone: (979) 845-7726
Fax: (979) 845-0662
nwilkins@tamu.edu

C.8. University of Minnesota

Alan R. Ek
Department Head and Professor, Department of Forest Resources
College of Food, Agricultural and Natural Resource Sciences
University of Minnesota
1530 Cleveland Avenue North, 115 Green Hall
St. Paul, MN 55108

Phone: (612) 624-3400
Fax: (612) 625-5212
ae@umn.edu

C.9. University of North Dakota

Scott Korom
Geology and Geological Engineering
81 Cornell Stop 8358
University of North Dakota
Grand Forks, ND 58202-8358
Phone: (701) 777-6156
Fax: (701) 777-4449
scottkorom@mail.und.nodak.edu

C.10. University of Oklahoma

Rebecca Sherry
Department of Botany and Microbiology
770 Van Vleet Oval, Room 136
University of Oklahoma
Norman, OK 73019-6131
Phone: (405) 325-6685
Fax: (405) 325-7619
rsherry@ou.edu

C.11. University of South Dakota

Tim Cowman
Director, Missouri River Institute
414 East Clark Street
Akeley-Lawrence Science Center
University of South Dakota
Vermillion, SD 57069
Phone: (605) 677-6151
tim.cowman@usd.edu

C.12. University of Wyoming

Gary Beauvais
Director, Wyoming Natural Resource Diversity Database
University of Wyoming
P.O. Box 3381
Laramie, WY 82071
Phone: (307) 766-3027
Fax: (307) 766-3026

beauvais@uwyo.edu

C.13. Emporia State University

William Jensen
Department of Biological Sciences
Campus Box 4050
Emporia State University
Emporia, KS 66801
Phone: (620) 341-5339
Fax: (620) 341-5607
Wjensen1@emporia.edu

C.14. New Mexico Highlands University

Kent Reid
Interim Director, New Mexico Forest and Watershed Restoration Institute
P.O. Box 9000
New Mexico Highlands University
Las Vegas, NM 87701
Phone: (505) 426-2081
Fax: (505) 426-2192
rkreid@nmhu.edu

C.15. South Dakota School of Mines and Technology

Pallaoor V. (PV) Sundareshwar
Director and Biogeochemistry Core Facility
Institute of Atmospheric Sciences
South Dakota School of Mines and Technology
501 East St. Joseph Street
Rapid City, SD 57701
Phone: (605) 394-2492
Fax: (605) 394-6061
pvs@sdsmt.edu

C.16. Winona State University

W. Harold Ornes
Dean, College of Science and Engineering
Pasteur 101
P.O. Box 5838
Winona State University
Winona, MN 55987
Phone: (507) 457-5585
wornes@winona.edu

ARTICLE V. AWARD

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner shall obligate \$10,000 to award to the Host University to carry out this Agreement. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.
- B. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, as appropriate, and the related federal agency regulations, as applicable, specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).
- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications or task agreements.
 - 1. One exception is that the USFS cannot reimburse “state cooperative institutions” for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USFS cost-sharing requirements of 20% of total project costs.
 - 2. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 705 of P.L. 111-8.
 - 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 or task agreements to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification or task agreement.
- 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 OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Great Plains 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 this Agreement.
- C. A current role and mission statement for the Great Plains CESU will be agreed to and maintained by all Great Plains CESU cooperators. Copies of the role and mission statement will be available to all parties to this Agreement.
- D. Annual work plans will be developed to guide the specific activities of the Great Plains CESU and will:
 - 1. Describe the Great Plains CESU ongoing and proposed research, technical assistance and education activities;
 - 2. Describe anticipated projects and products; and
 - 3. Identify faculty, staff, and students involved in the Great Plains CESU during the year.

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

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

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

ARTICLE IX. TERMINATION

Termination of this Agreement is in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works). Any party to this Agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

1. 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 USC § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC § 6101 et seq.); and with all other applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 USC 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 USC 1913 (Lobbying with Appropriated Moneys), which states:

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

6. LIABILITY PROVISION:

Governmental Parties

The Federal Agencies (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.

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

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 USC §§1346 (b), 2672 et seq.).

Non-governmental Parties

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

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

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

7. TRAFFICKING VICTIM PROTECTION:

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 USC 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 Governmentwide 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 Governmentwide 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).

(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 USC 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”:
 - i. 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.
 - ii. Includes:
 - a. 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).
 - b. 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 USC 7102).

8. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING (Included pursuant to Department of the Interior Guidance Release – DIG-2010-04)

Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (<http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Award recipients shall adopt and enforce policies that immediately ban text messaging while driving company-owned or-rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

9. CENTRAL CONTRACTOR REGISTRATION AND DATA UNIVERSAL NUMBERING SYSTEM (2 CFR Part 25): 2 CFR Part 170 requires each applicant, as well as recipients and their direct subrecipients, other than individuals, that does not have an exception under 2 CFR §25.110, to:

(1) Be registered in the Central Contractor Registration (CCR) database prior to submitting an application or plan;

(2) Maintain an active CCR registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency; and

(3) Provide its Dun and Bradstreet Data Universal Numbering System (DUNS) number in each application or plan it submits to the agency.

10. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR Part 170): 2 CFR Part 170 requires each entity that applies, and does not have an exception under 2 CFR §170.110(b), to ensure they have the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, should they receive funding.

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:

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

ARTICLE XII. ATTACHMENTS

The following documents are attached:

- ATTACHMENT 1 – Request for Advance or Reimbursement, SF 270
- ATTACHMENT 2 – Federal Financial Report, SF 425
- ATTACHMENT 3 – ACH Payment, SF3881
- ATTACHMENT 4 – Example Modification Template

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached to this amendment:

U.S. DEPARTMENT OF THE INTERIOR

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

U.S. DEPARTMENT OF AGRICULTURE

- F. U.S. Forest Service
- G. Natural Resources Conservation Service


U.S. DEPARTMENT OF DEFENSE

- H. U.S. Army Corps of Engineers-Civil Works
- I. Office of the Deputy Under Secretary of Defense
(Installations and Environment)


- J. UNIVERSITY OF NEBRASKA-LINCOLN (Host)
- K. Black Hills State University
- L. Colorado State University
- M. Langston University
- N. Kansas State University
- O. North Dakota State University
- P. South Dakota State University
- Q. Texas AgriLife Research of the Texas A&M University System
- R. University of Minnesota
- S. University of North Dakota
- T. University of Oklahoma
- U. University of South Dakota
- V. University of Wyoming
- W. Emporia State University
- X. New Mexico Highlands University
- Y. South Dakota School of Mines and Technology
- Z. Winona State University

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management


[Print Name]: Ruth Welch
[Print Title]: Acting State Director
Wyoming BLM

10-7-10
Date


[Print Name]: ILZE KARKLINS-POWERS
[Print Title]: CONTRACT SPECIALIST
(GRANTS + AGREEMENTS)

10-7-10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

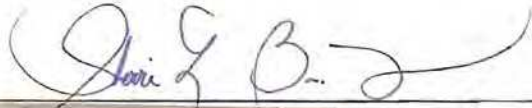

B. U.S. Bureau of Reclamation

Lindsey Nafts
[Print Name] Lindsey Nafts
[Print Title] Grants Officer

10-6-2010
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

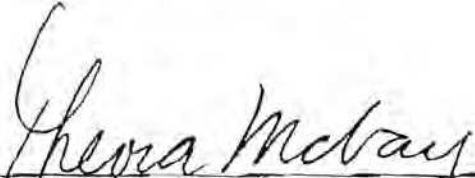
C. U.S. Geological Survey

09/16/10
Date /

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. National Park Service




[Print Name]: THEORA J. McVAY
[Print Title]: CONTRACTING OFFICER

9.16.10

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. U.S. Fish and Wildlife Service

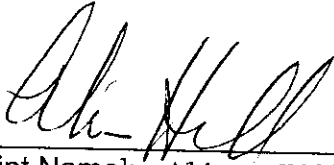

[Print Name]: Stephen J. Gannon
[Print Title]: RD

11/20/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

11-JV-11221632-002

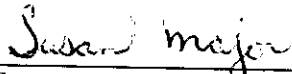
F. U.S. Forest Service



[Print Name]: Alison Hill
[Print Title]: Deputy Station Director

10/3/10
Date

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



Susan Major, G&A Specialist

9/29/10
DATE

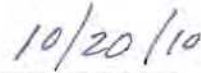
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. Natural Resources Conservation Service



[Print Name]:

[Print Title]:



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

Michael D. Lee

[Print Name]:

[Print Title]:

9/29/10

Date

ARTICLE XIII - AUTHORIZING SIGNATURES (cont.)

I. Office of the Deputy Under Secretary of Defense
(Installations and Environment)




Leslie E. Guy (representing ODUSD (I&E))
Grants Officer

6-Oct-10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. University of Nebraska-Lincoln (Host)

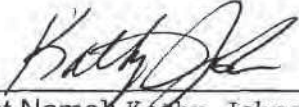


[Print Name]: Suzan G. Lund
[Print Title]: Assoc. Director, Sponsored Programs

10/6/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. Black Hills State University



[Print Name]: Kathy Johnson
[Print Title]: Vice President, Finance & Administration

10-7-10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Colorado State University

A handwritten signature in blue ink that reads "Douglas Leavell". The signature is written in a cursive style and is positioned above a horizontal line.

[Print Name]: Douglas Leavell
[Print Title]: Director, Sponsored Programs

10-5-10

Date

M. Langston University

Dennis Howard

10/7/10
Date

[Print Name]: Dennis Howard

[Print Title]: Assistant Director
Outreach and Extension Programs
Director, Grasslands Center of
Excellence

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Kansas State University

Paul R. Lowe

[Print Name]: Paul R. Lowe

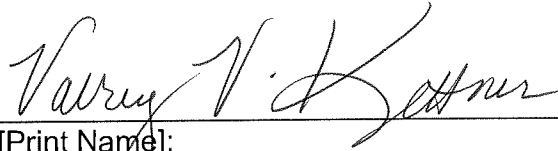
[Print Title]: Assistant Vice President for Research

10-6-10

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. North Dakota State University



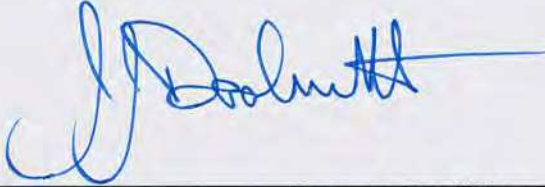
[Print Name]:
[Print Title]:

09/21/10
Date

Valrey V. Kettner
Associate Vice President
Office of Sponsored Programs Administration

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. South Dakota State University



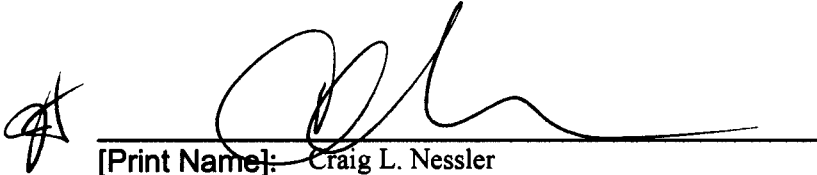
9-21-2010

[Print Name]: **James J. Doolittle**
[Print Title]: **Interim Associate VP for Research
South Dakota State University**

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. Texas AgriLife Research of the Texas A&M University System

A handwritten signature in black ink, appearing to be 'CN', is written over a horizontal line. To the left of the line is a small, stylized mark.

[Print Name]: Craig L. Nessler
[Print Title]: Director

9/21/2010
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. University of Minnesota




[Print Name]: Kevin McKoskey
[Print Title]: Senior Associate Director
Sponsored Projects Administration

10/6/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

S. University of North Dakota



Barry Milavetz, Ph.D.
Associate Vice President for Research and Economic Development

9/16/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. University of Oklahoma




[Print Name]:
[Print Title]:

9/29/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

U. University of South Dakota

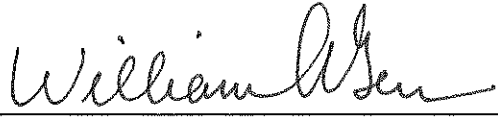


[Print Name]: Laura Jencki
[Print Title]: Vice President for Research

9.9.10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. University of Wyoming



9/29/10
Date

[Print Name]: William A. Gern
[Print Title]: Vice President for
Research and Economic Development
University of Wyoming

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. Emporia State University

Diana E. Kuhlmann

[Print Name]: *Diana E. Kuhlmann*
[Print Title]: *Associate Vice President for Fiscal Affairs*

9/22/10

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

X. New Mexico Highlands University

Linda LaGrange
[Print Name]: Linda La Grange
[Print Title]: Associate Vice President Academic Affairs

9/14/10
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Y. South Dakota School of Mines and Technology



[Print Name]: L. Eric James II, JD MS
[Print Title]: Associate Vice President for Research

10-5-2010
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Z. Winona State University

W. HAROLD ORNES
DEAN, COLLEGE OF SCIENCE & ENGINEERING
W. Ornes

[Print Name]:
[Print Title]:

10-11-10
Date

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO. 0348-0004	PAGE _____ OF _____ PAGES
--------------------------------------	---------------------------

1. TYPE OF PAYMENT REQUESTED a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSEMENT b. "X" the applicable box <input type="checkbox"/> FINAL <input type="checkbox"/> PARTIAL	2. BASIS OF REQUEST <input type="checkbox"/> CASH <input type="checkbox"/> ACCRUAL
---	--

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED	4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY	5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST
---	---	--

6. EMPLOYER IDENTIFICATION NUMBER	7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER	8. PERIOD COVERED BY THIS REQUEST	
		FROM (month, day, year)	TO (month, day, year)

9. RECIPIENT ORGANIZATION <i>Name:</i> <i>Number and Street:</i> <i>City, State and ZIP Code:</i>	10. PAYEE (Where check is to be sent if different than item 9) <i>Name:</i> <i>Number and Street:</i> <i>City, State and ZIP Code:</i>
--	---

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date <i>(As of date)</i>	\$	\$	\$	\$ 0.00
b. Less: Cumulative program income				0.00
c. Net program outlays (Line a minus line b)	0.00	0.00	0.00	0.00
d. Estimated net cash outlays for advance period				0.00
e. Total (Sum of lines c & d)	0.00	0.00	0.00	0.00
f. Non-Federal share of amount on line e				0.00
g. Federal share of amount on line e				0.00
h. Federal payments previously requested				0.00
i. Federal share now requested (Line g minus line h)	0.00	0.00	0.00	0.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month			0.00
	2nd month			0.00
	3rd month			0.00

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$ 0.00

I certify that to the best of my knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.	SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	DATE REQUEST SUBMITTED
	TYPED OR PRINTED NAME AND TITLE	TELEPHONE (AREA CODE, NUMBER, EXTENSION)

This space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

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

INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

<u>Item</u>	<u>Entry</u>	<u>Item</u>	<u>Entry</u>
2	Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.		activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.
4	Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement.	11a	Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees.
6	Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.	11b	Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.
7	This space is reserved for an account number or other identifying number that may be assigned by the recipient.	11d	Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.
8	Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.	13	Complete the certification before submitting this request.
Note:	The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.		
11	The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or		

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)			Page 1	of pages	
3. Recipient Organization (Name and complete address including Zip code)							
4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)		6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual		
8. Project/Grant Period From: (Month, Day, Year) To: (Month, Day, Year)			9. Reporting Period End Date (Month, Day, Year)				
10. Transactions					Cumulative		
(Use lines a-c for single or multiple grant reporting)							
Federal Cash (To report multiple grants, also use FFR Attachment):							
a. Cash Receipts							
b. Cash Disbursements							
c. Cash on Hand (line a minus b)							
(Use lines d-o for single grant reporting)							
Federal Expenditures and Unobligated Balance:							
d. Total Federal funds authorized							
e. Federal share of expenditures							
f. Federal share of unliquidated obligations							
g. Total Federal share (sum of lines e and f)							
h. Unobligated balance of Federal funds (line d minus g)							
Recipient Share:							
i. Total recipient share required							
j. Recipient share of expenditures							
k. Remaining recipient share to be provided (line i minus j)							
Program Income:							
l. Total Federal program income earned							
m. Program income expended in accordance with the deduction alternative							
n. Program income expended in accordance with the addition alternative							
o. Unexpended program income (line l minus line m or line n)							
11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
				g. Totals:			
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:							
13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)							
a. Typed or Printed Name and Title of Authorized Certifying Official				c. Telephone (Area code, number and extension)			
				d. Email address			
b. Signature of Authorized Certifying Official				e. Date Report Submitted (Month, Day, Year)			
				14. Agency use only:			

Standard Form 425
OMB Approval Number: 0348-0061
Expiration Date: 10/31/2011

Paperwork Burden Statement

According to the Paperwork Reduction Act, as amended, no persons are 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 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0060), Washington, DC 20503.

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

ACH FORMAT:

CCD+

CTX

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:
_ _ _ _ _

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

CHECKING

SAVINGS

LOCKBOX

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

TELEPHONE NUMBER:

()

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

[Agency Partner Name] – Project Summary



[CESU Name] Cooperative Ecosystem Studies Unit
Agreement Modification Form

FUNDING AGENCY:

SUB-AGREEMENT/MODIFICATION NUMBER:
[CESU USE ONLY]

COOPERATIVE AGREEMENT NUMBER:

FUNDING AMOUNT:

PROJECT TITLE:

EFFECTIVE PROJECT DATES:

PROJECT PURPOSE:

STATEMENT OF MUTUAL BENEFIT AND INTEREST:

Key Words:

Federal Agency Contact(s) and Signature(s)		Partner Signature(s)	
[Agency] Project Technical Representative & Project Leader:	[Agency] Administrator:	Principal Investigator:	Agreement / Grant Administrator:
Technical Rep:			
Address:			
Phone:			
Fax:			
Email:			
Project Leader:			
Phone:			
Email:			
No Signature Needed	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____

Project Type: Research ___ Technical Assistance ___ Education ___

Project Discipline(s): Biological ___ Cultural ___ Physical ___ Social ___ Interdisciplinary ___

Annual Performance Report Required:

Report(s) Received:

Publications on File:

This Modification is subject to all the provisions included in the CESU Agreement [Insert Agency Agreement Number]

[CESU Name] CESU Tracking #: