

BLM # BLM-CA-2011-006
USBR # R11AC40039
USFWS# F11AC00569
USGS # G11AS20324
NPS # P11AC8R001
USDA ARS # 58-5370-1-457
USFS # 11-JV-11221674-205
NRCS # A-3A75-11-142

**GREAT BASIN
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. Fish and Wildlife Service
U.S. Geological Survey
National Park Service**

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

and

**UNIVERSITY OF NEVADA - RENO (HOST)
Utah State University
Boise State University
Brigham Young University
California State University - Fresno
Desert Research Institute
Great Basin College
Idaho State University
Oregon State University
University of Idaho
University of Nevada - Las Vegas
University of Utah**

**The Regents of the University of California,
on behalf of its White Mountain Research Station
Texas A&M University – Kingsville**

ARTICLE I. BACKGROUND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Bureau of Reclamation, U.S. Fish and Wildlife Service, U.S. Geological Survey, National Park Service, and U.S. Department of Agriculture - Agricultural Research Service, U.S. Forest Service, and Natural Resources Conservation Service (hereinafter called Federal Agencies), and the University of Nevada-Reno and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Great Basin Cooperative Ecosystem Studies Unit (CESU). This continuation of the Great Basin 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 Basin CESU is associated with a national network of CESUs.
- B. The objectives of the Great Basin Cooperative Ecosystem Studies Unit are to:
1. Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 2. 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
 3. 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 Basin 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 Basin CESU to assist in providing research, technical assistance, and education.

- E. 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 Basin CESU to assist in providing research, technical assistance, and education.
- F. 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 Basin CESU to assist in providing research, technical assistance, and education.
- G. 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 Basin 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).
- H. The USDA Agricultural Research Service (hereinafter called ARS) mission is to conduct research to develop and transfer solutions to agricultural problems of high national priority and provide information access and dissemination to: ensure high-quality, safe food and other agricultural products; assess the nutritional needs of Americans; sustain a competitive agricultural economy; enhance the natural resource base and the environment; and provide economic opportunities for rural

citizens, communities, and society as a whole. In accordance with 7 USC 3318 the ARS is authorized to enter into a cooperative agreement continuing the Great Basin CESU to assist in providing research, technical assistance, and education.

- I. The U.S. Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 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 Basin CESU to assist in providing research, technical assistance, and education.
- J. 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 Basin CESU to assist in providing research, technical assistance, and education.
- K. The Board of Regents, Nevada System of Higher Education on behalf of the University of Nevada-Reno (Host University) was founded as Nevada's land-grant institution, and is a component of the Nevada System of Higher Education. The Host University is a center for scholarship and learning, with responsibilities that extend to the citizens of Nevada, the nation and world. The Host University emphasizes building partnerships that strengthen linkages with communities, business and industry, state and federal agencies, and public and private organizations.
- L. The partner institutions to the Host University include the following: Utah State University; Boise State University; Brigham Young University; California State University – Fresno; Desert Research Institute; Great Basin College; Idaho State University; Oregon State University; University of Idaho; University of Nevada - Las Vegas; University of Utah; the Regents of the University of California, on behalf of its White Mountain Research Station; and Texas A&M University – Kingsville.

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 Basin 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;
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 Basin 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 Basin CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Basin CESU objectives;
3. Allow and encourage its faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Great Basin CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;

5. Provide access for Great Basin 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 Basin 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 Basin CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Great Basin 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 evaluation the Great Basin 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 Basin 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 Basin CESU.

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

1. Maintain the Great Basin 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 Basin 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; and
- f) the specific project outputs or products.

Note: 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; and
- 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) and these documents are incorporated into this Agreement by reference.

ARTICLE III. TERMS OF AGREEMENT

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be 07 August 2011. Parties will have until 07 August 2011 to sign this Agreement and thereby express their intent to continue participation in the Great Basin CESU. Parties that do not sign this Agreement by 07 August 2011 will not be participants in the Great Basin 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 (5) year period, can be entered into to continue the activities of the Great Basin 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 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:
 - 1. Bureau of Land Management

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3. U.S. Fish and Wildlife Service

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5. National Park Service

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6. USDA Agricultural Research Service

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7. U.S. Forest Service

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8. Natural Resources Conservation Service

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B. The technical representative for the Host University, University of Nevada-Reno, is:

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C. The technical representatives for the Partner Institutions are:

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5. Desert Research Institute

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13. Texas A&M University-Kingsville

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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) and 7 CFR Parts 3015-3052 (Department of Agriculture).
- 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.C.1, 2, and 3 (below).

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) and 7 CFR Parts 3015-3052 (Department of Agriculture).

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).
- B. As appropriate, the Host University will convene periodic meetings of Great Basin 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 Basin CESU will be agreed to and maintained by all Great Basin 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 Basin CESU and will be made available to all parties to this Agreement. They will:
1. Describe the Great Basin 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 Basin during the year.
- E. A current multi-year strategic plan will be maintained to generally guide the Great Basin 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) and 7 CFR Parts 3015-3052 (Department of Agriculture).

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) and 7 CFR Parts 3015-3052 (Department of Agriculture). 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

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 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:**
 - 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 (a), (b), and (c) 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 USC §§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 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.
 - iv. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity— Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or 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 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 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. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please 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. The Government reserves the right to cancel this announcement and/or the solicitation. This announcement does not constitute solicitation. End of Announcement.

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:
 1. SF-424 – Application for Financial Assistance
 2. SF-424a – Budget for Non-Construction
 3. SF-424b – Assurances for Non-Construction
 4. SF-424c – Budget for Construction
 5. 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:

U.S. DEPARTMENT OF THE INTERIOR

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


U.S. DEPARTMENT OF AGRICULTURE

- F. Agricultural Research Service
- G. U.S. Forest Service
- H. Natural Resources Conservation Service

- I. UNIVERSITY OF NEVADA—RENO (HOST)
- J. Utah State University
- K. Boise State University
- L. Brigham Young University
- M. California State University - Fresno
- N. Desert Research Institute
- O. Great Basin College
- P. Idaho State University
- Q. Oregon State University
- R. University of Idaho
- S. University of Nevada - Las Vegas
- T. University of Utah
- U. The Regents of the University of California, on behalf of its White Mountain Research Station
- V. Texas A&M University – Kingsville

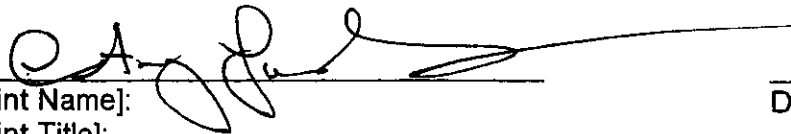
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management



[Print Name]: **Kenda C. Tucker**
[Print Title]: **Chief of the Contracting Office**

7/26/2011
Date




[Print Name]:
[Print Title]:

7/28/11
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Bureau of Reclamation



[Print Name]: Melynda Roberts
[Print Title]: Grants Officer

8/2/11
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. U.S. Fish and Wildlife Service

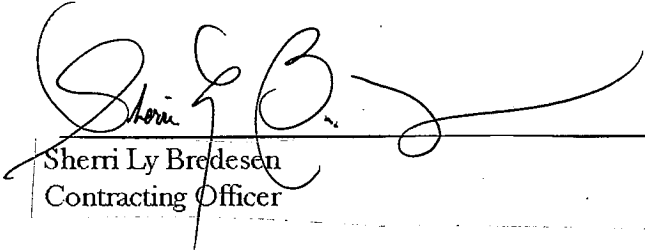
Mike Fris

7/25/11

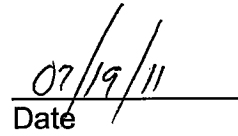
Mike Fris
Assistant Regional Director, Ecological Services
Region 8

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. U.S. Geological Survey



Sherri Ly Bredesen
Contracting Officer




Date

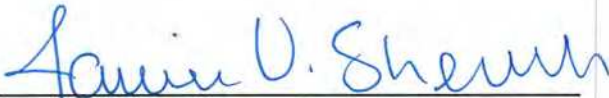
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. National Park Service



 Christine S. Lehnertz
Regional Director, Pacific West Region

7/29/11
Date



Jamie V. Sherrill
Contracting Officer

7/26/2011
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. USDA Agricultural Research Service

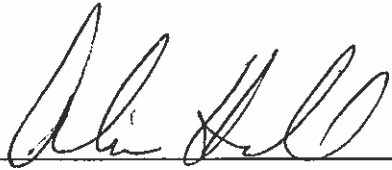


[Print Name]: Charles W. Myers
[Print Title]: Authorized Departmental Officer

8/29/11
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. U.S. Forest Service

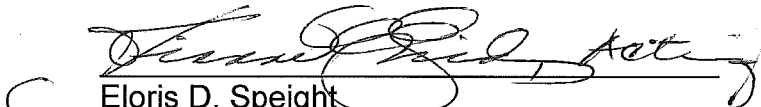


ALISON HILL
Deputy Station Director
Rocky Mountain Research Station

8/3/11
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. Natural Resources Conservation Service

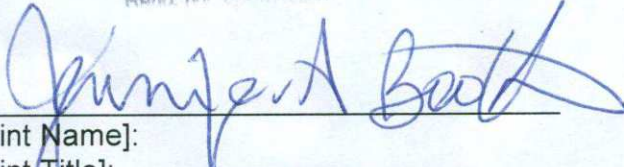

Eloris D. Speight
Deputy Chief for Management

2 Aug 11
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

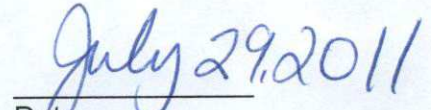
I. UNIVERSITY OF NEVADA—RENO (HOST)

Bd of Regents, NSHE, obo UNF
Sponsored Projects / MS 325
University of Nevada, Reno
Reno, NV 89557-0240



[Print Name]:
[Print Title]:

Jennifer Booth, B.A., M.P.A.
Assistant Director, Pre-Award
Sponsored Projects



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. Utah State University



Jeffrey R. Coleman
Director
Sponsored Programs Office

July 29, 2011
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. Boise State University



August 2, 2011

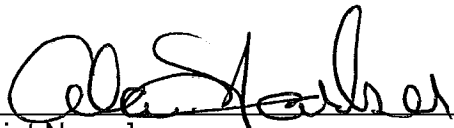
[Print Name]: Karen Henry

Date

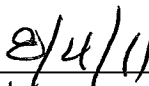
[Print Title]: Executive Director, Office of Sponsored Programs

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Brigham Young University



[Print Name]:
[Print Title]:



Date

ALAN HARKER
ASSOCIATE ACADEMIC VICE PRESIDENT
RESEARCH & GRADUATE STUDIES

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. California State University - Fresno

Cynthia Matson
[Print Name]:
[Print Title]:

8/2/2011
Date



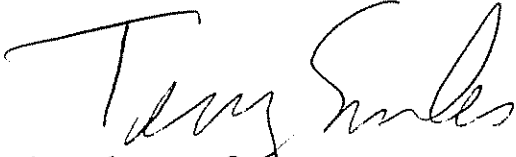
CALIFORNIA
STATE
UNIVERSITY,
FRESNO

Cynthia Teniente-Matson
Vice President for Administration
and Chief Financial Officer

Office of the Vice President
for Administration
Harold H. Haak Administrative Center
5200 North Barton Avenue M/S ML52
Fresno, California 93740-8014
559.278.2083
Fax 559.278.2928
cmatson@csufresno.edu

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Desert Research Institute


TERRY SURLES
[Print Name]:
[Print Title]: EXECUTIVE VICE
PRESIDENT FOR RESEARCH
Date 7/17/11

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. Great Basin College



[Print Name]: Carl A. Diekhans

[Print Title]: President



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. Idaho State University

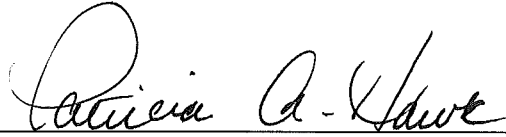


[Print Name]: Dianne K. Horrocks
[Print Title]: Director, Office of Sponsored Programs

8/4/11
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

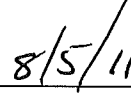
Q. Oregon State University



[Print Name]:

[Print Title]:

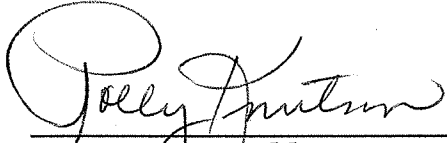
Patricia A. Hawk
Director, Sponsored Programs
Contracting Officer



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. University of Idaho



[Print Name]: Polly J. Knutson

[Print Title]: Director, Office of Sponsored Programs

8/3/11
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

S. University of Nevada - Las Vegas



Stanley D. Smith
Associate Vice President of Research

[Print Name]:

[Print Title]:

07/19/2011

Date



(Print Name): R. David Paul
(Print Title): Executive Director, OSP

7/27/11
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. University of Utah



[Print Name]:

[Print Title]:

BRENT K. BROWN, ESQ.
DIRECTOR
OFFICE OF SPONSORED PROJECTS

AUG 04 2011

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

**U. The Regents of the University of California, University of California, San Diego,
on behalf of its White Mountain Research Station**

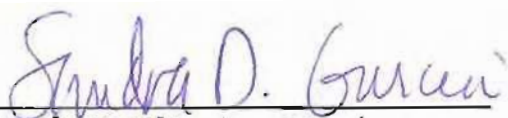
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They are in "inactive" status.

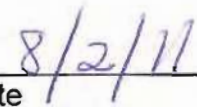
[Print Name]:
[Print Title]:

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. Texas A&M University – Kingsville


[Print Name]: Sandra D. Garcia
[Print Title]: Executive Director, ORSP


Date 8/2/11