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USGS # 08HQAG0130  
NPS # H6000080300  
USFWS # 301816J229  
NRCS # A-3A75-8-67  
DOD ODUSD (I&E) # W9132T-04-2-0001  
USACE-CW # W912HZ-07-2-0004

**GREAT RIVERS  
COOPERATIVE ECOSYSTEM STUDIES UNIT  
(FORMERLY, UPPER AND MIDDLE MISSISSIPPI VALLEY CESU)  
COOPERATIVE AGREEMENT**

**between**

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

**DEPARTMENT OF AGRICULTURE  
Natural Resources Conservation Service**

**DEPARTMENT OF DEFENSE  
Office of the Deputy Under Secretary of Defense  
(Installations and Environment)**

**DEPARTMENT OF THE ARMY  
U.S. Army Corps of Engineers – Civil Works**

**and**

**The Curators of the  
UNIVERSITY OF MISSOURI (HOST)  
Drake University  
Indiana University  
Iowa State University  
Lincoln University  
Southern Illinois University**

**Missouri State University (formerly Southwest Missouri State University)**  
**University of Illinois**  
**University of Iowa**  
**University of Kansas**  
**University of Minnesota**  
**Audubon of Missouri**  
**Audubon – Upper Mississippi River Campaign**  
**Conservation Federation of Missouri**  
**Missouri Botanical Garden**  
**National Mississippi River Museum and Aquarium**  
**St. Mary's University of Minnesota**  
**University of Notre Dame**

## ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Geological Survey, National Park Service, U.S. Fish and Wildlife Service, Natural Resources Conservation Service, Department of Defense, Office of the Deputy Under Secretary of Defense (Installations and Environment), U.S. Army Corps of Engineers–Civil Works (hereinafter called Federal Agencies), and the Curators of the University of Missouri and its partner institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Great Rivers (formerly Upper and Middle Mississippi Valley) Cooperative Ecosystem Studies Unit (CESU). This continuation of the Great Rivers (formerly Upper and Middle Mississippi Valley) 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 Rivers CESU is associated with a national network of CESUs.
- B. The objectives of the Great Rivers 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 U.S.C. 1701 *et seq.*). In accordance with 43 U.S.C. 1737(b), the BLM is authorized to enter into a cooperative agreement to establish the Great Rivers CESU to assist in providing research, technical assistance and education.
- D. 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 43 U.S.C. 36d, 16 U.S.C.1a-2j, 16 U.S.C. 5933, and Secretarial Order No. 3202, the USGS is authorized to enter into this cooperative agreement to continue the Great Rivers CESU to assist in providing research, technical assistance and education.

- E. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations (16 U.S.C. 1 et seq.). In accordance with 16 U.S.C.1a-2j and 16 U.S.C. 5933, the NPS is authorized to enter into a cooperative agreement to establish the Great Rivers CESU to assist in providing research, technical assistance and education.
- F. 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 U.S.C. 6962a, NRCS is authorized to enter into the cooperative agreement establishing the Great Rivers CESU to assist in providing research, technical assistance and education.
- G. The Department of Defense (hereinafter called DoD) manages nearly 25 million acres of land, and the natural and cultural resources found there, and for this agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DoD's primary mission is national defense. DoD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DoD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with 16 U.S.C. 670, as amended, and with 10 U.S.C. 2358, DoD is authorized to enter into the cooperative agreement establishing the Great Rivers CESU to assist in providing research, technical assistance, and education.
- H. The US 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 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 USACE-CW carries out most of its work in partnership with Tribal, state and local governments and other non-federal entities. The USACE-CW 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 U.S.C. 2358, USACE-CW is authorized to enter into the cooperative agreement with the Great Rivers CESU enabling the USACE-CW to receive direct scientific support from regional CESU members under agreement number W912HZ-07-2-0004 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 U.S.C. 2323a and 10 U.S.C. 3036(d).

- I. The U.S. Fish and Wildlife Service (hereinafter call 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 16 U.S.C. 742f, the USFWS is authorized to enter into this cooperative agreement to continue the Great Rivers CESU to assist in providing research, technical assistance and education.
- J. The University of Missouri–Columbia’s (hereinafter called Host University) primary mission in research and doctoral education provides enhanced opportunities and challenges in areas of humanities, arts, and sciences and in selected professional fields. The Host University aspires to achieve national and international prominence for its research and educational contributions by building on its research strengths in basic and applied biological and biomedical sciences; related physical and engineering sciences; and selected social and behavioral sciences. Its goal is to acquire, create, transmit, and preserve knowledge, and promote understanding.
- K. The partner institutions to the Host University include Drake University, Indiana University, Iowa State University, Lincoln University, Southern Illinois University, Missouri State University (formerly Southwest Missouri State University), University of Illinois, University of Iowa, University of Kansas, University of Minnesota, Audubon of Missouri, Audubon – Upper Mississippi River Campaign, Conservation Federation of Missouri, Missouri Botanical Garden, National Mississippi River Museum and Aquarium, St. Mary’s University of Minnesota, University of Notre Dame (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 Rivers 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 Rivers CESU Manager's Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Employees;
9. Allow Federal Agency employees to participate in the activities of the Host University and Partner Institutions, including serving on graduate committees and teaching courses, in accordance with the respective policies of the Host University or Partner Institutions, 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 Rivers CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Great Rivers CESU objectives;
3. Allow and encourage faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Great Rivers CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Federal Great Rivers CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies' personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the Great Rivers CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Great Rivers CESU Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the

annual work and multi-year strategic plans, and assist in evaluating the Great Rivers 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 Rivers 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 Rivers CESU.

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

1. Maintain the Great Rivers CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan FY2004-2008*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a Great Rivers CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual funding documents, in accordance with each agency's procedures, to this Agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
  - (a) the proposed work;
  - (b) the project contribution to the objectives of the CESU;
  - (c) the methodology of the project;
  - (d) the substantial involvement of each party;
  - (e) the project budget and schedule;
  - (f) the specific deliverables;
5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement;
6. Follow OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, as appropriate, and specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), and 22 CFR Part 518 (Department of Defense) and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations.

### **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 July 15, 2008. Parties will have until July 15, 2008 to sign this Agreement and thereby express their intent to continue participation in the Great Rivers CESU; parties that do not sign this Agreement by July 15, 2008 will not be participants in the Great Rivers CESU.

- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct five (5) year period, can be entered into to continue the activities of the Great Rivers CESU.
- C. For the purposes of this Agreement, amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III. C.1.
  - C.1. 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  
Mark Storzer  
BLM-Eastern Statese  
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2. U.S. Geological Survey  
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U.S. Geological Survey  
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3. National Park Service  
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4. U.S. Fish and Wildlife Service  
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US Fish and Wildlife Service, Region 3  
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Fort Snelling, MN 55111-4056  
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5. Natural Resources Conservation Service  
Lillian Woods, National Technology Support Coordinator  
Acting National CESU Coordinator  
USDA - Natural Resources Conservation Service  
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6. Department of Defense, Office of the Under Secretary for Defense  
(Installations and Environment)

Alan Anderson  
U.S. Army Engineer Research and Development Center (ERDC)  
Construction Engineering Research Laboratory (CERL)  
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7. U.S. Army Corps of Engineers-Civil Works

Technical Representative:

Dr. Alfred F. Cofrancesco  
Technical Director, Civil Works, Environmental Engineering & Science  
Department of the Army  
Engineering Research and Development Center  
Corps of Engineers  
Environmental Laboratory  
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Administrative Representatives:

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B. The technical representative for the Host University is:

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C. The technical representatives for the Partner Institutions are:

1. Drake University  
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Professor  
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2. Indiana University  
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3. Iowa State University  
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5. Southern Illinois University  
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Fisheries & IL Aquaculture Center  
Southern Illinois University  
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6. Missouri State University (formerly Southwest Missouri State University)  
Alicia Mathis  
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7. University of Illinois  
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Associate Vice Chancellor for Research  
University of Illinois  
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8. University of Iowa  
Larry J. Weber  
Director, IIHR - Hydrosience & Engineering

(representing the Lucille A. Carver Mississippi Riverside Environmental Research Station (LACMRERS) in Muscatine, Iowa)  
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9. University of Kansas

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10. University of Minnesota

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11. Audubon of Missouri

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Vice President  
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12. Audubon – Upper Mississippi River Campaign

Mark Peterson  
Vice President  
Audubon – Upper Mississippi River Campaign

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13. Conservation Federation of Missouri

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Executive Director  
Conservation Federation of Missouri  
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14. Missouri Botanical Garden

Dr. James Solomon  
Curator of the Herbarium  
Missouri Botanical Garden  
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jim.solomon@mobot.org

15. National Mississippi River Museum and Aquarium

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National Mississippi River Museum and Aquarium  
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16. St. Mary's University of Minnesota

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17. University of Notre Dame

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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.
  
- 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, and 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 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US 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.
  - C.1. One 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 708 of P.L. 107-76.
  - C.2. Also, in accordance with 22 CFR Part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations.
  - C.3. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the Agreement.
  
- D. Award of additional funds or in-kind resources will be made through modifications to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification. Copies of all modifications to the Agreement shall be kept on file with the Host University.
  
- 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, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), and 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations.

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

- A. OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) establish uniform reporting procedures for financial and technical reporting. Also, in accordance with 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), and 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations.
- B. As appropriate, the Host University will convene periodic meetings of Great Rivers CESU Federal Agencies and Partner Institutions for the purpose of collaboration and coordination of CESU activities. Copies of the meeting minutes will be available to all parties to the Agreement.
- C. A current role and mission statement for the Great Rivers CESU will be agreed to and maintained by all Great Rivers CESU cooperators. Copies of the role and mission statement will be available to all parties to the Agreement.
- D. Annual work plans will be developed to guide the specific activities of the Great Rivers CESU and will:
  - 1. Describe the Great Rivers CESU's ongoing and proposed research, technical assistance and education activities;
  - 2. Describe anticipated projects and products; and
  - 3. Identify faculty, staff and students involved in the Great Rivers CESU during the year.

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

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



## **ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION**

Property utilization and disposition is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior) and in accordance with 7 CFR Parts 3015-3052 (Department of Agriculture). Also, in accordance with 22 CFR Part 518 (Department of Defense), 10 U.S.C. 2358, 33 U.S.C. 2323a, 10 U.S.C. 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations.

## **ARTICLE IX. TERMINATION**

Termination of this Agreement is in accordance with OMB Circulars A-110 or A-102, specifically 43 CFR Part 12 (Department of the Interior). Also, in accordance with 7 CFR Parts 3015-3052 (Department of Agriculture). Also, in accordance with 22 CFR Part 518 (Department of Defense) and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations. 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 requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 U.S.C. 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or

designed to influence in any manner a Member of Congress, 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, 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.

### 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.

**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**

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

1. DI-2010, Certifications for the Host University regarding debarment, suspension and other responsibility matter, drug-free workplace requirements and lobbying.

**ARTICLE XII. ATTACHMENTS**

A. The following are attached:

1. ATTACHMENT 1 – Financial Status Report, SF 269A
2. ATTACHMENT 2 – Request for Advance or Reimbursement, SF 270
3. ATTACHMENT 3 – Federal Cash Transactions Report, SF 272
4. ATTACHMENT 4 – ACH Payment, SF 3881
5. ATTACHMENT 5 – Example Modification Template

**ARTICLE XIII. AUTHORIZING SIGNATURES**

The following authorizing signatures are attached:

DEPARTMENT OF THE INTERIOR

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

DEPARTMENT OF AGRICULTURE

- E. Natural Resources Conservation Service

DEPARTMENT OF DEFENSE

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

DEPARTMENT OF THE ARMY

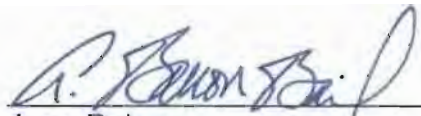
- G. U.S. Army Corps of Engineers – Civil Works

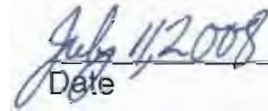
H. THE CURATORS OF THE UNIVERSITY OF MISSOURI (Host)

- I. Drake University
- J. Indiana University
- K. Iowa State University
- L. Lincoln University
- M. Southern Illinois University
- N. Missouri State University
- O. University of Illinois
- P. University of Iowa
- Q. University of Kansas
- R. University of Minnesota
- S. National Audubon Society, Inc. dba Audubon of Missouri
- T. National Audubon Society, Inc. dba Audubon – Upper Mississippi River Campaign
- U. Conservation Federation of Missouri
- V. Missouri Botanical Garden
- W. National Mississippi River Museum and Aquarium
- X. St. Mary's University of Minnesota
- Y. University of Notre Dame

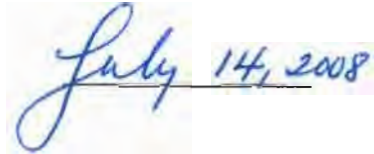
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

  
\_\_\_\_\_  
for Juan Palma  
State Director, Eastern States

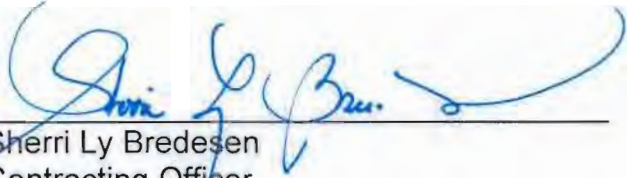
  
\_\_\_\_\_  
Date


  
\_\_\_\_\_  
Vieda Hubbard  
Grants and Agreements Specialist

  
\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

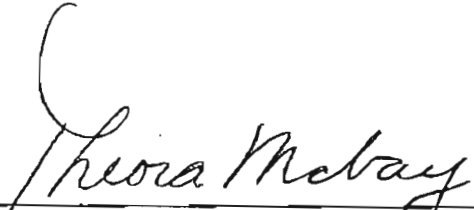
B. U.S. Geological Survey

  
\_\_\_\_\_  
Sherri Ly Bredesen  
Contracting Officer

  
\_\_\_\_\_  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

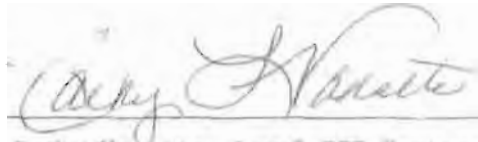
C. National Park Service

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

7-11-08  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

D. U.S. Fish and Wildlife Service

A handwritten signature in cursive script, appearing to read "Cathy Vanatta", written over a horizontal line.

Cathy Vanatta, Level III Contracting Officer

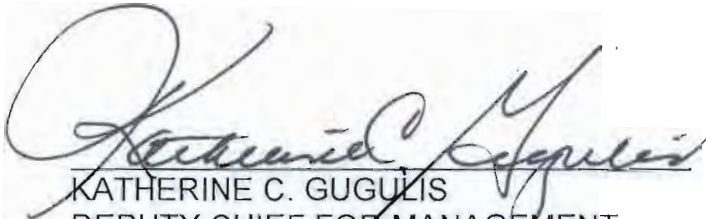
July 11, 2008

Date



ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

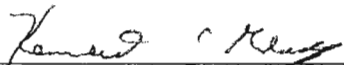
E. Natural Resources Conservation Service

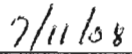
  
KATHERINE C. GUGULIS  
DEPUTY CHIEF FOR MANAGEMENT

7/3/08  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

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

  
\_\_\_\_\_  
Kenneth E. Goddard, Grants Officer  
(Representing ODUSD (I&E))

  
\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

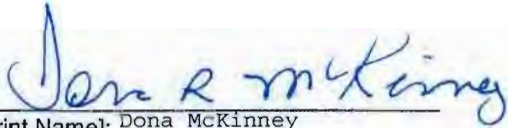
G. U.S Army Corps of Engineers-Civil Works

Michael G. Lee  
[Print Name]: MICHAEL G. LEE  
[Print Title]: GRANTS OFFICER

11 JUNE 2008  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. The Curators of the University of Missouri



[Print Name]: Dona McKinney  
[Print Title]: Associate Director

7-14-08  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. Drake University

*Ronald Troyer*

Ronald Troyer, Provost

[Print Name]:

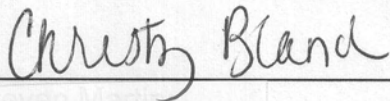
[Print Title]:

6-15-08

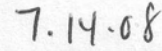
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

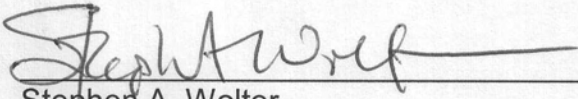
J. Indiana University



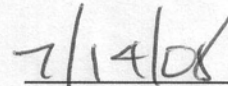
Christy Bland  
Grant Services Manager  
Indiana University



Date



Stephen A. Wolter  
Executive Director  
Eppley Institute for Parks & Public Lands  
Indiana University



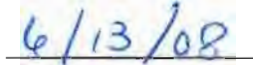
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. Iowa State University

Handwritten signature of Joanne K. Altieri in blue ink, written over a horizontal line.

Joanne K. Altieri, Director  
Office of Sponsored Programs Administration

Handwritten date 6/13/08 in blue ink, written over a horizontal line.

Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

L. Lincoln University

*Carolyn R. Mahoney*

[Print Name]: Carolyn R. Mahoney, Ph.D.  
[Print Title]: President

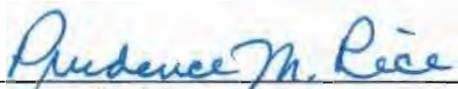
07/09/08

Date

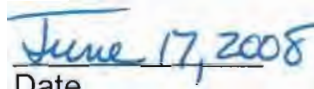


**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

M. Southern Illinois University

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

Prudence M. Rice  
Associate Vice Chancellor for Research  
Samuel Goldman, Interim Chancellor, SIUC

A handwritten date in blue ink that reads "June 17, 2008". The date is written in a cursive style and is positioned above a horizontal line.

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Missouri State University (formerly Southwest Missouri State University)

James P. Baker  
[Print Name]: James P. Baker, Ph.D.  
[Print Title]: VP for Research & Econ. Dev.

7/7/08  
Date

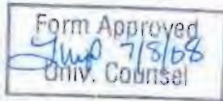
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

The Board of Trustees of the  
O. University of Illinois

Walter K. Knorr

[Print Name]:  
[Print Title]: **Walter K. Knorr, Comptroller**

7/09/08  
Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

P. University of Iowa



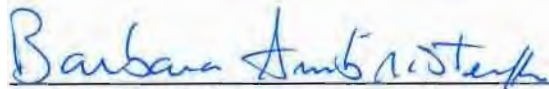
2/15/08

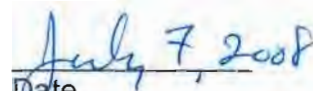
[Print Name]: Twila Fisher Reighley  
[Print Title]: Asst. VP for Research

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. University of Kansas

  
\_\_\_\_\_  
Barbara Armbrister  
Director, Research Administration


  
\_\_\_\_\_  
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. University of Minnesota



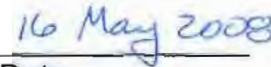
Kevin McKoskey  
Senior Grants Manager  
Office of Sponsored Projects Administration



Date



Dorothy H. Anderson  
Coordinator, Great Lakes-Northern Forest CESU



Date



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

S. National Audubon Society, Inc. dba Audubon of Missouri

*Bob Perciasepe*

*7/15/08*

[Print Name]: *Bob PERCiasope*

Date

[Print Title]: *Chief Operating Officer*

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

T. National Audubon Society, Inc. dba Audubon – Upper Mississippi River Campaign

*Bob Perriasepe*

*7/15/08*

[Print Name]:

*Bob Perriasepe*

Date

[Print Title]:

*Chief operating officer*



**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

U. Conservation Federation of Missouri

  
\_\_\_\_\_

[Print Name]:  
[Print Title]:

DAVID MURPHY  
EXECUTIVE DIRECTOR

7-11-2008  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

V. Missouri Botanical Garden

  
\_\_\_\_\_  
Robert E. Magill  
Senior Vice President  
Science and Conservation

11 June 2008  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

W. National Mississippi River Museum and Aquarium



[Print Name]: Mark D. Wagner  
[Print Title]: Education Director

July 11, 2008  
Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

X. St. Mary's University of Minnesota

James M. Bedtke

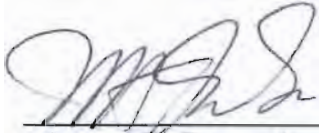
James M. Bedtke  
Associate University Provost  
Vice President, Schools of Graduate and Professional Programs

6/12/2008

Date

**ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)**

Y. University of Notre Dame



---

Michael T. Edwards  
Assistant Vice President / Director, Office of Research

6/12/08  
Date