

UT 58986

BLM # MOU-ES-2009-10
USFWS # 401814J002
USGS # G09AC00233
NPS # H5000 09 5041
USDAFS # 09-JV-11330101-086
NRCS # A-3A75-9-89
DOD ODUSD (I&E) # W9132T-05-2-0021
USACE-CW # W912HZ-08-2-0005

SOUTHERN APPALACHIAN MOUNTAINS COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE and JOINT VENTURE AGREEMENT

between

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

**DEPARTMENT OF AGRICULTURE
U.S. Forest Service (Southern Research Station)
Natural Resources Conservation Service**

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

and

**UNIVERSITY OF TENNESSEE (HOST)
Appalachian State University
Florida A&M University
Lincoln Memorial University
Middle Tennessee State University
Tennessee Technological University
University of Kentucky
Western Carolina University
Western Kentucky University
Institute for a Secure and Sustainable Environment**

**Southern Appalachian Man and the Biosphere
Virginia Polytechnic Institute and State University**

ARTICLE I. BACKGROUND AND OBJECTIVES

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

- D. 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 the Fish and Wildlife Act of 1956 (16 USC 742f), the USFWS is authorized to enter into this cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. In accordance with 31 USC 6302 et seq., 16 USC 1a-2j, 16 USC 5933 and Secretarial Order No. 3202, the USGS is authorized to enter into a cooperative agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- F. The National Park Service (hereinafter called NPS) is responsible for the management of areas in the National Park System to conserve the scenery, the natural and historic objects, and the wild life 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 Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- G. The USDA Forest Service (hereinafter called USDA FS) 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 USDA FS is authorized to enter into a joint venture agreement to continue the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- H. 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 16 USC 590a-f, NRCS is authorized to enter into this cooperative agreement continuing the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education.
- I. The Department of Defense (hereinafter called DoD) manages nearly 30 million acres of land, and the natural and cultural resources found there, and for this Agreement includes the Office of the Secretary of Defense, the Military Services, the

Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DoD's primary mission is national defense. DoD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DoD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following, 16 USC 670c-1, 10 USC 2358, 10 USC 2694, 10 USC 2684, and P.L. 103-139 (FY 94 NDAA, page 107 Stat. 1422), DoD is authorized to enter into this cooperative agreement continuing the Southern Appalachian Mountains CESU to assist in providing research, technical assistance and education under agreement number # W9132T-05-2-0021. The U.S. Army Corps of Engineers through the Office of the Deputy Under Secretary of Defense (Installations and Environment) may only use this agreement for cooperative projects that are for the benefit of the Military Services and their installations and within the objectives of the CESU.

- J. 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, i.e., the Corps, are 1) to facilitate commercial navigation, 2) to protect citizens and their property from flood and storm damages, and 3) to protect and restore environmental resources. The Corps carries out most of its work in partnership with Tribal, state and local governments and other non-federal entities. The Corps must rely upon using the best available science in the evaluation of water resources needs and in the development of recommendations for water resource management. The university and scientific advances will assist the Corps in reaching sound, scientifically based decisions. In accordance with 10 USC 2358, USACE-CW is authorized to enter into the cooperative agreement with the Southern Appalachian Mountains CESU enabling the USACE-CW to receive direct scientific support from regional CESU members under agreement number # W912HZ-08-2-0005 for a cumulative amount not-to-exceed \$25,000,000.00. USACE-CW is authorized to cooperate with other agencies in accordance with Title 33 USC 2323a and 10 USC 3036(d).
- K. The University of Tennessee, Knoxville (hereinafter called Host University) provides a large, diverse, and solid foundation of programs relevant to a comprehensive approach for the study, analysis and management of the Southern Appalachian Mountains ecosystem. UT-Knoxville, as the main campus of Tennessee's State University and Land Grant institutions, serves the state, region, and nation through a broad spectrum of undergraduate, graduate and professional studies, research and creative activity, and public service.
- L. The partner institutions to the Host University include Appalachian State University, Florida A&M University, Lincoln Memorial University, Middle Tennessee State University, Tennessee Technological University, University of Kentucky , Western Carolina University, Western Kentucky University, Institute for a Secure and Sustainable Environment, Southern Appalachian Man and the Biosphere, and

Virginia Polytechnic Institute and State University (hereinafter called Partner Institutions).

ARTICLE II. STATEMENT OF WORK

A. Each Federal Agency agrees to:

1. Provide administrative assistance, as appropriate, necessary to execute this Agreement and subsequent modifications;
2. Conduct, with the Host University and Partner Institutions, a program of research, technical assistance and education related to the Southern Appalachian Mountains CESU objectives and to the extent allowed by each Federal Agencies' authorizing legislation;
3. Provide opportunities for research on federal lands or using federal facilities in cooperation with Federal Agencies, as appropriate, and according to all applicable laws, regulations and Federal Agencies' policies;
4. Provide funds for basic support and salary for 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 Southern Appalachian Mountains 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 Southern Appalachian Mountains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Southern Appalachian Mountains CESU objectives;
3. Allow and encourage its faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Southern Appalachian Mountains CESU objectives, as appropriate;
4. Provide basic administrative and clerical support, as appropriate;
5. Provide access for Southern Appalachian Mountains CESU 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 Southern Appalachian Mountains 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 Southern Appalachian Mountains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Southern Appalachian Mountains CESU Managers Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Southern Appalachian Mountains CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Southern Appalachian Mountains CESU objectives 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 Southern Appalachian Mountains CESU.

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

1. Maintain the Southern Appalachian Mountains 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 Southern Appalachian Mountains CESU role and mission statement;
3. Operate under a current multi-year strategic plan;
4. Issue individual funding documents under this Agreement, in accordance with each Federal Agency's respective procedures, that include a specific "scope of work" statement and a brief explanation of the following:
 - (a) the proposed work;
 - (b) the project contribution to the objectives of the CESU;
 - (c) the methodology of the project;
 - (d) the substantial involvement of each party;
 - (e) the project budget and schedule;
 - (f) the specific 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 the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense). These documents are incorporated into this Agreement by reference.

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be 19 June 2009. Parties will have until 19 June 2009 to sign this Agreement and thereby express their intent to continue participation in the Southern Appalachian Mountains CESU; parties that do not sign this Agreement by 19 June 2009 will not be participants in the Southern Appalachian Mountains CESU.
- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Southern Appalachian Mountains CESU.
- C. For the purposes of this Agreement, amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III. C.1.
 - 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 States
626 E. Wisconsin Avenue, Suite 200
Milwaukee, WI 53202
Phone: (414) 277-4450
Fax: (414) 397-4405
Mark_Storzer@blm.gov

Steven Wells
BLM-Eastern States
7450 Boston Boulevard
Springfield, VA 22153
Phone: (703) 440-1535
Fax: (703) 440-1551
steven_wells@es.blm.gov

2. U.S. Fish and Wildlife Service

Keith Taniguchi
CESU Coordinator
USFWS, Southeast Regional Office
Division of Federal Assistance
1875 Century Boulevard, Suite 240
Atlanta, GA 30345-3319
Phone: (404) 679-7180
Fax: (404) 679-4160
keith_taniguchi@fws.gov

Donald H. Calder
Chief, Division of Contracting and Grant Services
USFWS, Southeast Regional Office
1875 Century Boulevard, Suite 310
Atlanta, GA 30345-3319
Phone: (404) 679-4058
Fax: (404) 679-4057
don_calder@fws.gov

3. U.S. Geological Survey

Joseph Clark
U.S. Geological Survey
University of Tennessee
274 Ellington PS Building

Knoxville, TN 37996
Phone: (865) 974-4790
Fax: (865) 974-4714
jclark1@utk.edu

4. National Park Service

Dr. Raymond Albright
NPS Research Coordinator
Southern Appalachian Mountains CESU
Department of Forestry, Wildlife and Fisheries
University of Tennessee
274 Ellington PS Building
Knoxville, TN 37996
Phone: (865) 974-8443
Fax: (865) 974-4717
Ray_Albright@nps.gov

5. U.S.D.A. Forest Service

Nancy Herbert
USDA Forest Service
Southern Research Station
200 Weaver Blvd.
Asheville, NC 28804
Phone: (828) 257-4302
Fax: (828) 257-4313
nherbert@fs.fed.us

Dr. Kay Franzreb
USDA Forest Service
Department of Forestry, Wildlife and Fisheries
University of Tennessee
274 Ellington PS Building
Knoxville, TN 37996
Phone: (865) 974-0932
Fax: (865) 946-1131
franzreb@utk.edu

6. Natural Resources Conservation Service

Doris Washington
National CESU/COE Coordinator
USDA/Natural Resources Conservation Service
101 East Capitol Avenue, Suite B-100
Little Rock, AR 72201-3811

Phone: (501) 210-8910
Fax: (501) 210-8935
Doris.Washington@ar.usda.gov

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

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

Administrative Representative:

Joyce Roberts
Contract Specialist
Vicksburg Consolidated Contracting Office
CEMVK-CT-TC/J. Roberts
PO Box 9005
Champaign, IL 61826-9005
Phone: (217) 373-4479, or 800/USACERL Ext. 4479
Fax: (217) 373-6773
Joyce.I.Roberts@usace.army.mil

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

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

Administrative Representatives:

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

Michael G. Lee
Grants Officer
ERDC Contracting Office (ECO)
4155 Clay Street
Vicksburg, MS 39183
Phone: (601) 631-7254
Fax: (601) 631-7263
Michael.G.Lee@usace.army.mil

B. The technical representative for the Host University, University of Tennessee, is:

Dr. Keith Belli
Department of Forestry, Wildlife and Fisheries
The University of Tennessee
274 Ellington Hall PS Bldg.
Knoxville, TN 37996
Phone: (865) 974-7989
Fax: (865) 974-4714
kbelli@utk.edu

C. The technical representatives for the Partner Institutions are:

1. Appalachian State University

Dr. Steven Seagle
Professor and Chair, Department of Biology
Appalachian State University
P.O. Box 32027
Boone, NC 28608
Phone: (828) 262-2681 / 3025
Fax: (828) 262-2127
seaglesw@appstate.edu

2. Florida A&M University

Dr. Larry Robinson
Vice President for Research
Division of Research
Florida A&M University
1700 Lee Hall Avenue, 410 FHAC
Tallahassee, Florida 32307
Phone: (850) 412-5102
Fax: (850) 412-5096
Larry.Robinson@famu.edu

Dr. Michael Abazinge
Professor, Environmental Sciences Institute
Florida A&M University
1515 Martin Luther King Boulevard
Tallahassee, Florida 32307
Phone: (850) 599-8553
Fax: (850) 561-2248
Michael.Abazinge@famu.edu

9. Lincoln Memorial University

Dr. Ron Caldwell
Professor, Biology and Director, Cumberland Mountain Research Center
P.O. Box 1657
Lincoln Memorial University
Cumberland Gap Parkway
Harrogate, TN 37752
Phone: (423) 869-6227
rcaldwell@lmunet.edu

10. Middle Tennessee State University

Dr. Myra Norman
Director, Office of Research Services
Box 124
Middle Tennessee State University
Murfreesboro, TN 37132
Phone: (615) 898-5005
Fax: (615) 494-7846
mnorman@mtsu.edu

11. Tennessee Technological University

Dr. Dan Combs
Department of Biology, Box 5063

Tennessee Technological University
Cookeville, TN 38505
Phone: (931) 372-6541
Fax: (931) 372-6257
dlcombs@tntech.edu

12. University of Kentucky

Dr. Jeffrey W. Stringer
Associate Professor
Department of Forestry
T.P. Cooper Building
University of Kentucky
Lexington, KY 40546-0073
Phone: (859) 257-5994
Fax: (859) 323-1031
stringer@uky.edu

13. Western Carolina University

Dr. Robert Young
Professor, Department of Geosciences and Natural Resources
Director, Program for the Study of Developed Shorelines
Western Carolina University
Cullowhee, NC 28723
Phone: (828) 227-3822
Fax: (828) 227-7393
ryoung@wcu.edu

Michelle Hargis, Ed.D.
Associate Dean
Western Carolina University
110 Cordelia Camp Building
Cullowhee, NC 28723
Phone: (828) 227-7212
mhargis@email.wcu.edu
<http://research.wcu.edu/>

14. Western Kentucky University

Dr. Blaine Ferrell
Director, Applied Research and Technology Program
Ogden College of Science and Engineering
Western Kentucky University
1 Big Red Way
Bowling Green, KY 42101

Phone: (270) 745-4448
Fax: (270) 745-6471
blaine.ferrell@wku.edu

15. Institute for a Secure and Sustainable Environment

Dr. Randall W. Gentry
Director, Institute for a Secure and Sustainable Environment
The University of Tennessee
311 UT Conference Center
Knoxville, TN 37996-4134
Phone: (865) 974-1842
Fax: (865) 974-1838
rgentry@utk.edu

Dr. Larry L. Bell
Assistant Director, Grants and Contracts
Institute for a Secure and Sustainable Environment
The University of Tennessee
311 Conference Center Building
Knoxville, TN 37996-4134
Phone: (865) 974-3894
Fax: (865) 974-1838
lbell@utk.edu

16. Southern Appalachian Man and Biosphere

Charles Van Sickle
President, The Southern Appalachian Man and the Biosphere Foundation
10 Nottingham Dr.
Candler, NC 28715
Phone: (828) 665-2422
cvans1@juno.com

17. Virginia Polytechnic Institute and State University

Dr. Harold Burkhart
Department of Forestry
319 Cheatham Hall
Virginia Polytechnic Institute and State University
Blacksburg, VA 24061
Phone: (540) 231-6952
Fax: (540) 231-3698
burkhart@vt.edu

ARTICLE V. AWARD

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner shall obligate \$10,000 to award to the Host University to carry out this Agreement. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.
- B. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, as appropriate, and the related federal agency regulations, as applicable, specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (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.
 - 1. One exception is that the USDA FS 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 USDA FS 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 to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI. PRIOR APPROVAL

Prior approvals are in accordance with OMB Circulars A-110 or A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12

(Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

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

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

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

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

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

ARTICLE IX. TERMINATION

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

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

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:

Governmental Parties

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

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

This provision is applicable to the USDA Forest Service acting by and through the Forest Service, USDA does hereby recognize potential liability for payment of claims for injury or loss of property of personal injury or death caused by the Government, or any officer, agent or employee thereof, while acting within the scope of his/her office of employment under circumstances when the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. 28 USC §§1346 (b), 2672 et seq.

Non-governmental Parties

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

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

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

7. TRAFFICKING IN PERSONS:

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

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

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:

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

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:

DEPARTMENT OF THE INTERIOR

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

DEPARTMENT OF AGRICULTURE

- E. USDA Forest Service (Southern Research Station)
- F. Natural Resources Conservation Service


DEPARTMENT OF DEFENSE

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

- H. US Army Corps of Engineers – Civil Works
- I. UNIVERSITY OF TENNESSEE (HOST)
- J. Appalachian State University
- K. Florida A&M University
- L. Lincoln Memorial University
- M. Middle Tennessee State University
- N. Tennessee Technological University
- O. University of Kentucky
- P. Western Carolina University
- Q. Western Kentucky University
- R. Institute for a Secure and Sustainable Environment
- S. Southern Appalachian Man and the Biosphere
- T. Virginia Polytechnic Institute and State University


ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management



Juan Palma
State Director, Eastern States

6/19/09
Date



Velvette Clayton
Procurement Analyst

6/19/2009
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Fish and Wildlife Service

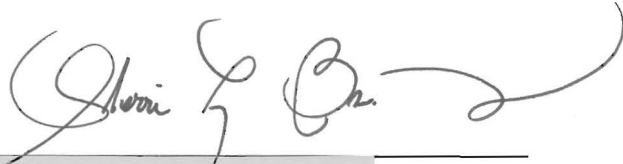


Don Calder
Chief, Contracting and Grant Services Division

6/18/08
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. U.S. Geological Survey



Sherri Ly Bredesen
Contracting Officer

05/28/09
Date

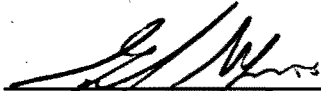
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. National Park Service



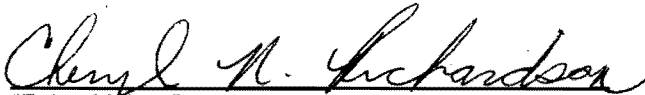
[Print Name]: DAN SCHEIDT
[Print Title]: ACTING DEPUTY REG. DIRECTOR

June 18, 2009
Date



[Print Name]: Gordon Wissinger
[Print Title]: Parks Regional Director

June 18, 2009
Date

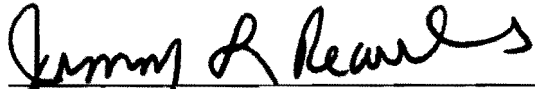


[Print Name]:
[Print Title]:

June 18, 2009
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. USDA Forest Service, Southern Research Station



Jimmy L. Reaves
Station Director

6-18-09
Date

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



Jorge M. Horgas
Grants and Agreements Specialist
Southern Research Station

6/17/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. Natural Resources Conservation Service

Elois D. Speight

[Print Name]:

[Print Title]:

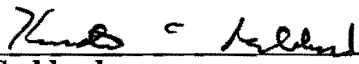
6/28/09

Date

Elois D. Speight
Acting Deputy Chief for Management

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. Department of Defense – Office of the Deputy Under Secretary of Defense
(Installations and Environment)



Kenneth E. Goddard
Grants Officer
U.S. Army Engineering & Support Center- Huntsville

6/26
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

Michael D. Lee

[Print Name]:


[Print Title]:

17 JUNE 2009

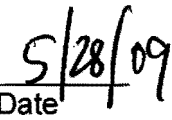
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. The University of Tennessee

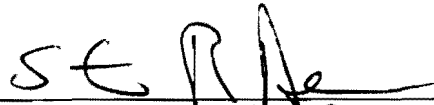
X 

[Print Name]: William F. Brown
[Print Title]: Deant Director


Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. Appalachian State University

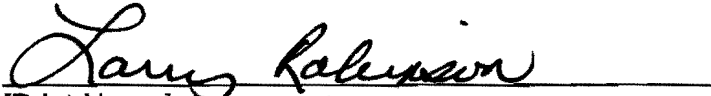


[Print Name]: Stanley R. Aeschleman
[Print Title]: Provost and Executive
Vice Chancellor

6/15/09
Date

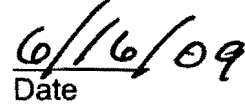
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. Florida A&M University

A handwritten signature in cursive script, reading "Larry Robinson", written over a horizontal line.

[Print Name]: Larry Robinson

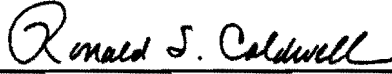
[Print Title]: Vice President for Research

A handwritten date "6/16/09" written in cursive script.

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Lincoln Memorial University

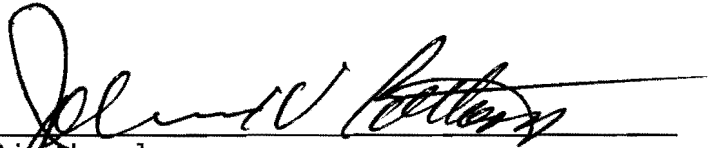


[Print Name]: Ronald S. Caldwell
[Print Title]: Professor of Biology

8 June 2009
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

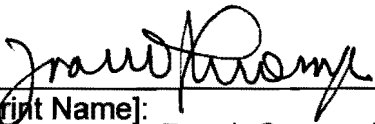
M. Middle Tennessee State University


[Print Name]: **John W. Cothern**
[Print Title]: **Senior Vice President**

4/14/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Tennessee Technological University

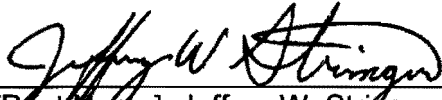


[Print Name]: Francis Otuonye, Ph.D.
[Print Title]: Assoc. VP for Research/Graduate Studies

5/27/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. University of Kentucky

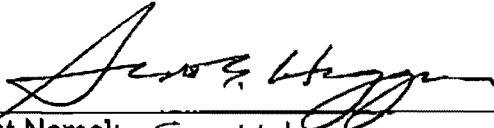


[Print Name]: Jeffrey W. Stringer
[Print Title]: Professor

Date: 6/18/09

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. Western Carolina University



[Print Name]: Scott Higgins
[Print Title]: Graduate Dean

6/19/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

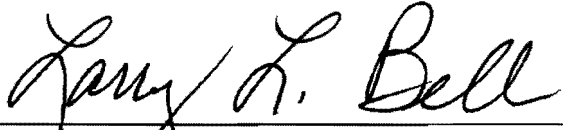
Q. Western Kentucky University

Blaine Ferrell
[Print Name]: Blaine Ferrell
[Print Title]: Director of Applied Research and Technology
Program

Date 5/25/09

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. Institute for a Secure and Sustainable Environment

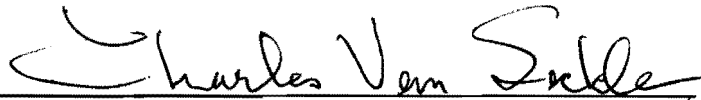
for 

[Print Name] Randall W. Gentry
[Print Title] Director

6/18/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

S. Southern Appalachian Man and the Biosphere *Foundation*


[Print Name]: Charles Van Sickle
[Print Title] President

June 2, 09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. Virginia Polytechnic Institute and State University



[Print Name]:
[Print Title]

6/18/09
Date

REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

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

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

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. **PERIOD COVERED BY THIS REQUEST**
 FROM (month, day, year) _____ TO (month, day, year) _____

9. RECIPIENT ORGANIZATION

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

10. PAYEE (Where check is to be sent if different than item 9)

Name: _____

Number and Street: _____

City, State and ZIP Code: _____

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

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

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

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

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

This space for agency use

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

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

INSTRUCTIONS

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

- | <i>Item</i> | <i>Entry</i> |
|---|--|
| 2 | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis. |
| 4 | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. |
| 6 | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency. |
| 7 | This space is reserved for an account number or other identifying number that may be assigned by the recipient. |
| 8 | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested. |
| Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports. | |
| 11 | The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or |

- | <i>Item</i> | <i>Entry</i> |
|-------------|---|
| | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. |
| 11a | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 11b | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement. |
| 11d | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance. |
| 13 | Complete the certification before submitting this request. |

FEDERAL FINANCIAL REPORT

(Follow form instructions)

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

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

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

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

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

PRIVACY ACT STATEMENT

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

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY		
AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS:		
CONTACT PERSON NAME:		TELEPHONE NUMBER: ()
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

Instructions for Completing SF 3881 Form

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

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

Burden Estimate Statement

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

[Agency Partner Name] – Project Summary



**[CESU Name] Cooperative Ecosystem Studies Unit
Agreement Modification Form**

FUNDING AGENCY:

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

COOPERATIVE AGREEMENT NUMBER:

FUNDING AMOUNT:

PROJECT TITLE:

EFFECTIVE PROJECT DATES:

PROJECT PURPOSE:

STATEMENT OF MUTUAL BENEFIT AND INTEREST:

Key Words:

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

Project Type: Research ____ Technical Assistance ____ Education ____

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

Annual Performance Report Required:

Report(s) Received:

Publications on File:

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

[CESU Name] CESU Tracking #: