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ODUSD # W9126G-12-2-0019
USACE-CW # no number issued
NOAA # no number issued
NASA # no number issued

**GULF COAST
COOPERATIVE ECOSYSTEM STUDIES UNIT
COOPERATIVE and JOINT VENTURE AGREEMENT**

between

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

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

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

**U.S. DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration**

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

and

**Texas AgriLife Research, Texas A&M University System (Host)
Auburn University
Louisiana State University
Mississippi State University
Texas A&M University – Corpus Christi**

**Texas A&M University at Galveston
Texas A&M University at Kingsville
Troy University
University of Central Florida
University of Florida
University of Georgia Research Foundation, Inc.
University of Louisiana at Lafayette
University of Texas - Austin
The Nature Conservancy
Stephen F. Austin State University
University of New Orleans
The University of West Florida
Tarleton State University
Sul Ross State University
University of Arkansas at Monticello
University of Arkansas, Division of Agriculture
Houston Advanced Research Center (HARC)
Southern University and A&M College
Bat Conservation International
University of Texas at Brownsville
Florida State University
University of Arkansas at Pine Bluff
Texas AgriLife Extension Service
Valdosta State University
Dauphin Island Sea Lab
Columbus State University
University of South Florida**

ARTICLE I. BACKGROUND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Geological Survey, National Park Service, U.S. Fish and Wildlife Service, Bureau of Ocean Energy Management, U.S. Forest Service Southern Research Station, Natural Resources Conservation Service, U.S. Department of Defense Office of the Deputy Under Secretary of Defense (Installations and Environment), U.S. Army Corps of Engineers – Civil Works, National Oceanic and Atmospheric Administration, and National Aeronautics and Space Administration (hereinafter called the Federal Agencies), and Texas AgriLife Research, Texas A&M University System and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Gulf Coast Cooperative Ecosystem Studies Unit (CESU). This continuation of the Gulf Coast 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 Gulf Coast CESU is associated with a national network of CESUs.

- B. The objectives of the Gulf Coast Cooperative Ecosystem Studies Unit are to:
1. Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
 2. Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and
 3. Place special emphasis on the working collaboration among federal agencies and universities and their related partner institutions.
- C. The Bureau of Land Management (hereinafter called BLM) administers public lands within a framework of numerous laws. The most comprehensive of these is the Federal Land Policy and Management Act of 1976 (FLPMA). All Bureau policies, procedures and management actions must be consistent with FLPMA and the other laws that govern use of the public lands. It is the mission of the Bureau of Land Management to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations (43 USC 1701 et seq.). In accordance with 43 USC 1737(b), the BLM is authorized to enter into a cooperative agreement to continue the Gulf Coast 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 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 Gulf Coast CESU to assist in providing research, technical assistance, and education.
- E. The National Park Service (hereinafter called NPS) preserves unimpaired the natural and cultural resources and values of the national park system for the enjoyment, and inspiration of this and future generations. The NPS cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world. In accordance with one or more of the following: NPS Resource Inventory and Management; Sections 5932, Research Mandate; Sec. 5933, Cooperative Agreements, (a) Cooperative Study Units; and Sec. 5935, Availability for Scientific Study; NPS Challenge Cost Share 16 U.S.C. 1f; Research and Training 16 U.S.C. 1a-2j; Funding of Research Agreements (43 U.S.C. 1417f); Cooperative Agreements, 16 U.S.C. 1g, Title II of the 1998 NPS Omnibus Act (P.L. 105-391) NPS is authorized to enter into a cooperative agreement to continue the Gulf Coast CESU to assist in providing research, technical assistance, and education.

- F. The U.S. Fish and Wildlife Service (hereinafter called USFWS) working with others, is responsible for conserving, protecting, and enhancing fish, wildlife, plants and their habitats for the continuing benefit of the American people through Federal programs related to migratory birds, endangered species, interjurisdictional fish and marine mammals, and inland sport fisheries. In accordance with the Fish and Wildlife Act of 1956 (16 USC 742f), the USFWS is authorized to enter into this cooperative agreement to continue the Gulf Coast CESU to assist in providing research, technical assistance, and education.
- G. The Bureau of Ocean Energy Management (BOEM) oversees the exploration and development of oil, natural gas and other minerals and renewable energy alternatives on the Nation's outer continental shelf. BOEM continues to look for better ways to serve the American people and to ensure that the Nation receives the best value for its resources now and into the future. The program not only supports decisions made within the Department of the Interior, but also provides other Federal regulators, and the coastal states, and local governments with the information necessary to ensure that all stages of offshore energy and mineral activities are conducted in a manner to protect both the human and natural environments. Outer Continental Shelf Lands Act (OCSLA) (43 USC 1331-1356) Section 1346 mandates the conduct of environmental and socioeconomic studies needed for the assessment and management of environmental impacts on the human, marine, and coastal environments which may be affected by oil and gas, renewable energy or mineral development. OCSLA Section 1345 authorizes the use of cooperative agreements with affected States to meet the requirements of OCSLA, including sharing of information, joint utilization of available expertise, formation of joint monitoring arrangements to carry out applicable Federal and State laws, regulations, and stipulations relevant to outer continental shelf operations both onshore and offshore. BOEM can enter into cooperative agreements with State offices, and public colleges and universities within the affected states.
- H. The U.S. Department of Agriculture Forest Service (hereinafter called USFS) mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of the people (16 USC 1641-1646). In accordance with 7 USC 3318 (b) the USFS is authorized to enter into a joint venture agreement to continue the Gulf Coast CESU to assist in providing research, technical assistance, and education.
- I. The U.S. Department of Agriculture 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 and 7 USC 6962a, NRCS is authorized to enter into this cooperative agreement continuing the Gulf Coast CESU to assist in providing research, technical assistance, and education.

- J. The U.S. Department of Defense Office of the Deputy Under Secretary of Defense (Installations and Environment) (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 Gulf Coast CESU to assist in providing research, technical assistance, and education under agreement number # W9126G-12-2-0019. 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.
- K. The U.S. Army Corp of Engineers – Civil Works (hereinafter called USACE) provides assistance in the development and management in the nation's water resources. The main missions of USACE, i.e., the Corps, are (1) to facilitate commercial navigation, (2) to protect citizens and their property from flood and storm damages, and (3) to protect and restore environmental resources. The USACE carries out most of its work in partnership with Tribal, state and local governments and other non-federal entities. The USACE 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 USACE in reaching sound, scientifically based decisions. In accordance with 10 USC 2358, USACE is authorized to enter into the cooperative agreement with the Gulf Coast CESU enabling the USACE to receive direct scientific support from regional CESU members und for a cumulative amount not-to-exceed \$25,000,000.00. USACE is authorized to cooperate with other agencies in accordance with Title 33 USC 2323a and 10 USC 3036(d).
- L. The mission of the National Oceanic and Atmospheric Administration (hereinafter called NOAA) is to understand and predict changes in the Earth's environment and conserve and manage coastal and marine resources to meet our Nation's economic, social, and environmental needs. Authorities to participate in and conduct activities through the Cooperative Ecosystem Studies Units Network include 33 USC 883e, which gives NOAA the authority to enter into cooperative agreements with States, Federal Agencies, public or private organizations or individuals for authorized surveys or investigations and other specified purposes. In addition, under 16 USC 661, NOAA has the authority to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development,

protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat, in controlling losses of the same from disease or other causes, in minimizing damages from overabundant species, among other things. NOAA also has the authority under 15 USC 2901 et seq., to enter into contracts, grants, or cooperative agreements for climate-related activities. Finally, the Coastal Zone Management Act at 16 USC 1451 et seq., grants NOAA the authority to coordinate with Federal Agencies and provide financial and technical assistance to states and territories to preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nation's coastal zone for this and succeeding generations, among other things. In accordance with the authorities listed above, NOAA is authorized to enter into this cooperative agreement continuing the Gulf Coast CESU to assist in providing research, technical assistance, and educational services.

- M. Among the National Aeronautics and Space Administration's (hereinafter called NASA) missions is the utilization of aeronautical and space activities for scientific purposes, encompassing research designed to expand knowledge of the Earth, its resources, and the effects of climatic change on the transformation of its ecological systems. In addition, NASA is responsible for the environmental stewardship of the land, water, and wildlife resources under its control. In accordance with Section 203(c) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. 2473(c), NASA is authorized to enter into a cooperative agreement to establish the Gulf Coast CESU to assist in providing research, technical assistance and education.
- N. Texas AgriLife Research, Texas A&M University System (hereinafter called Host University) is dedicated to the discovery, development, communication, and application of knowledge in a wide range of academic and professional fields. Its mission of providing the highest quality undergraduate and graduate programs is inseparable from its mission of developing new understandings through research and creativity. It prepares students to assume roles of leadership, responsibility, and service to society. It welcomes and seeks to serve persons of all racial, ethnic, and geographic groups, women and men alike, as it addresses the needs of an increasingly diverse population and a global economy. The Institute of Renewable Natural Resources (administrative lead) is an organizational component of the Agricultural Program of the Texas A&M University System. Its purpose is to coordinate, strengthen, and integrate inter- and multi-disciplinary approaches to renewable natural resource issues by providing a forum for quality research, teaching, and extension programs to explore the structure, function, and sustainable use of renewable natural resources in Texas, the nation, and the world.
- O. The partner institutions to the Host University include the following: Auburn University, Louisiana State University, Mississippi State University, Texas A&M University – Corpus Christi, Texas A&M University at Galveston, Texas A&M University – Kingsville, Troy University, University of Central Florida, University of Florida, University of Georgia Research Foundation, Inc., University of Louisiana at Lafayette, University of Texas at Austin, The Nature Conservancy of Texas, Stephen

F. Austin State University, University of New Orleans, The University of West Florida, Tarleton State University, Sul Ross State University, University of Arkansas at Monticello, University of Arkansas Division of Agriculture, Houston Advanced Research Center (HARC), Southern University and A&M College, Bat Conservation International, University of Texas at Brownsville, Florida State University, University of Arkansas Pine Bluff, Texas AgriLife Extension Service, Valdosta State University, Dauphin Island Sea Lab, Columbus State University, and University of South Florida.

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 Gulf Coast 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 Gulf Coast 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 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, 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 Gulf Coast CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance, and education related to the Gulf Coast CESU objectives;
3. Allow and encourage its faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Gulf Coast CESU objectives, as appropriate;
4. Provide basic administrative and clerical support, as appropriate;
5. Provide access for Gulf Coast CESU Federal Agency staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agency 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 Gulf Coast CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Gulf Coast 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 Gulf Coast 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 Gulf Coast 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 Gulf Coast CESU.

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

1. Maintain the Gulf Coast 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 Gulf Coast CESU role and mission statement;
3. Operate under a current multi-year strategic plan;
4. Issue individual funding documents under this Agreement, in accordance with each Federal Agency's respective procedures, that include a specific "scope of work" statement and a brief explanation of the following:
 - a) the proposed work;
 - b) the project contribution to the objectives of the CESU;
 - c) the methodology of the project;
 - d) the substantial involvement of each party;
 - e) the project budget and schedule; and
 - f) the specific project outputs or products; and

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

5. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement; and
6. Follow OMB Circulars: A-21, "Cost Principles for Educational Institutions," as codified at 2 CFR 220; A-87, "Cost Principles for State, Local, and Indian Tribal Governments;" as codified at 2 CFR Part 225; A-102, "Grants and Cooperative

Agreements with State and Local Governments;" 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations;" A-122, "Cost Principles for Non-Profit Organizations;" as codified at 2 CFR Part 230; A-133, "Audits of States, Local Governments and Non-Profit Organizations;" as appropriate; and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (Department of Defense), and 14 CFR Part 1260 (National Aeronautics and Space Administration) and these documents are incorporated into this Agreement by reference.

ARTICLE III. TERMS OF AGREEMENT

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be 02 August 2012. Parties will have until 02 August 2012 to sign this Agreement and thereby express their intent to continue participation in the Gulf Coast CESU. Parties that do not sign this Agreement by 02 August 2012 will not be participants in the Gulf Coast CESU; such parties will remain in "inactive" status and ineligible to process projects under this Agreement until their official signature page has been received.
- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct (5) year period, can be entered into to continue the activities of the Gulf Coast CESU.
- C. Amendments to this Agreement shall be made according to the following provisions:
 - 1. For the purposes of this Agreement, amendments are changes (edits, deletions, or additions) to the Agreement that do not involve the transfer of funds. Amendments may be proposed by any of the Federal Agencies, the Host University or by the Host University on behalf of any of the Partner Institutions. Amendments shall be in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III.C.2. (below).
 - 2. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.

- D. For the purposes of this Agreement, modifications or task agreements are specific two-party agreements between one of the Federal Agencies and the Host University and/or a Partner Institution in support of the goals of this broad Agreement. Modifications or task agreements will be issued by a Federal Agency, will transfer funds to support the statement of work, and will conform to each Federal Agency's respective procedures.
- E. A separate interagency agreement is required to facilitate transfer of funds from one Federal Agency to another Federal Agency.
- F. The expiration of this Agreement will not affect the validity or duration of projects which have been initiated under this Agreement prior to such expiration.

ARTICLE IV. KEY OFFICIALS

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

- 1. Bureau of Land Management

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- 2. 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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5. Bureau of Ocean Energy Management

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6. U.S. Forest Service

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7. Natural Resources Conservation Service

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

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

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Administrative Representative:

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10. National Oceanic and Atmospheric Administration

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11. National Aeronautics and Space Administration

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B. The technical representative for the Host University, Texas AgriLife Research, is:

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C. The technical representatives for the Partner Institutions are as follows:

1. Auburn University

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2. Louisiana State University

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3. Mississippi State University

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4. Texas A&M University – Corpus Christi

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9. University of Florida

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12. University of Texas – Austin

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13. The Nature Conservancy

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14. Stephen F. Austin State University

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15. University of New Orleans

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18. Sul Ross State University

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19. University of Arkansas at Monticello

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Fax: 870-460-1494
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20. University of Arkansas, Division of Agriculture

Phil Tappe, Director
Arkansas Forest Resources Center
Monticello, AR 71656
Phone: 870-460-1052
Fax: 870-460-1494
email: tappe@uamont.edu

21. Houston Advanced Research Center (HARC)

Jim Lester, President
4800 Research Forest Drive
The Woodlands, TX 77381
Phone: 281-364-6041
Fax: 281-363-7914
email: jlester@harc.edu

22. Southern University and A&M College

Kamran Abdollahi, Chair
Urban Forestry Program
PO Box 10771
Baton Rouge, LA 70813
Phone: 225-324-8206
Email: kamrana664@cs.com

23. Bat Conservation International

Mylea Bayless
PO Box 162603
Austin, TX 78716
Phone: 512-327-9721, ext. 34
Fax: 512-327-9724
email: mbayless@batcon.org

24. University of Texas at Brownsville

Daniel Heimmermann
College of Liberal Arts
80 Fort Brown - MRCS 311
Brownsville, TX 78520
Phone: 956-882-853
Fax: 956-882-8988
email: Daniel.heimmermann@utb.edu

25. Florida State University

Eric Chassignet
COAPS, R.M. Johnson Bldg., Suite 200
2035 E. Paul Dirac Dr., PO Box 3062840
Tallahassee, FL 32306-2840
Phone: 850-644-4581
Fax: 850-644-4841
email: echassignet@coaps.fsu.edu

26. University of Arkansas at Pine Bluff

Leslie Glover
1200 North University Drive, MS 4906
Pine Bluff, AR 71601
Phone: 870-575-8822
Fax: 870-575-4687
email: gloverl@uapb.edu

27. Texas AgriLife Extension Service

Pete Gibbs, Associate Director
600 John Kimbrough Drive, #500, MS 7101
College Station, TX 77843-7101
Phone: 979-862-3932
email: pgibbs@tamu.edu

28. Valdosta State University

J. Mitchell Lockhart
1500 North Patterson St
Valdosta, GA 31698
Phone: 229-333-5767
Fax: 229-245-6585
email: jmlockha@valdosta.edu

29. Dauphin Island Sea Lab

Kenneth L. Heck, Jr.
101 Bienville Boulevard
Dauphin Island, AL 36528
Phone: 251-861-2141, ext 2284
Fax: 251-861-4646
email: kheck@disl.org

30. Columbus State University

Julie Ballenger, Professor of Biology
4225 University Avenue
Columbus, GA 31907
Phone: 706-569-3015
Fax: 706-569-3133
email: Ballenger_julie@columbusstate.edu

31. University of South Florida

Jeffrey P. Du Vernay, Faculty Assistant in Research
3702 Spectrum Boulevard, Suite UTA 165
Tampa, FL 33620-5550
Phone: 813-974-0613
email: jduverna@usf.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 2 CFR Part 215 and OMB Circular A-21, 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), DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (US Army Corps of Engineers-Civil Works), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications or task agreements, with exceptions listed in Article V.C.1, 2, and 3 (below).
 - 1. One exception is that the USFS cannot reimburse “state cooperative institutions” for indirect costs, pursuant to 7 USC 3103(16) and 7 USC 3319. Indirect costs may be used to satisfy USFS cost-sharing requirements of 20% of total project costs.
 - 2. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 705 of P.L. 111-8.
 - 3. No indirect cost will be charged by the Host University for funds transferred directly from a participating Federal Agency to a Partner Institution via a modification to the Agreement.
- D. Award of additional funds or in-kind resources will be made through modifications or task agreements to the Agreement subject to the rules, regulations, and policies of the individual Federal Agency proposing the modification or task agreement.
- E. Nothing herein shall be construed as obligating the Federal Agencies to expend, or as involving the Federal Agencies in any contract or other obligation for the future payment of money, in excess of appropriations authorized by law and administratively allocated for specific work.

ARTICLE VI. PRIOR APPROVAL

Prior approvals are in accordance with 2 CFR Part 215 and OMB Circular 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), DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. Reports in accordance with 2 CFR Part 215 and OMB Circular 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), DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works), and 14 CFR Part 1260 (National Aeronautics and Space Administration) establish uniform reporting procedures for financial and technical reporting.
- B. As appropriate, the Host University will convene periodic meetings of Gulf Coast 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 Gulf Coast CESU will be agreed to and maintained by all Gulf Coast 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 Gulf Coast CESU and will be made available to all parties to this Agreement. They will:
 - 1. Describe the Gulf Coast 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 Gulf Coast CESU during the year.
- E. A current multi-year strategic plan will be maintained to generally guide the Gulf Coast 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 2 CFR Part 215 and OMB Circular 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), DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works), and 14 CFR Part 1260 (National Aeronautics and Space Administration).

ARTICLE IX. TERMINATION

Termination of this Agreement is in accordance with 2 CFR Part 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 USC 2358, 33 USC 2323a, 10 USC 3036(d), and DoD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works). Any party to this Agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

ARTICLE X. REQUIRED/SPECIAL PROVISIONS

A. Required Provisions:

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with applicable requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 USC § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 USC § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 USC § 6101 et seq.); and with all other applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 USC 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, or Resident Commissioner in, Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
5. **LOBBYING PROHIBITION:** The parties will abide by the provisions of 18 USC 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether

before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

a) Governmental Parties

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

(2) To the extent work by governmental parties is to be performed through sub-contract by non-governmental entities or persons, the governmental party sub-contracting work will require that subcontracted entity or person to meet provisions (1), (2), and (3) for non-governmental parties stated below.

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

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

(1) Have public and employee liability insurance from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of three million

dollars (\$3,000,000) for any number of claims arising from any one incident. In subsequent modifications, the parties may negotiate different levels of liability coverage, as appropriate. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk; and

(2) Pay the United States the full value for all damages to the lands or other property of the United States caused by such person or organization, its representatives, or employees; and

(3) Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person or organization, its representatives, or employees.

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

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

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

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

(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).

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

Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (<http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or-rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government. The Government reserves the right to cancel this announcement and/or the solicitation. This announcement does not constitute solicitation. End of Announcement.

B. SPECIAL PROVISIONS:

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

ARTICLE XI. DOCUMENTS INCORPORATED BY REFERENCE

The following are to be incorporated into this Agreement:

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

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

ARTICLE XII. ATTACHMENTS

The following documents are attached:

ATTACHMENT 1 – Request for Advance or Reimbursement, SF 270

ATTACHMENT 2 – Federal Financial Report, SF 425

ATTACHMENT 3 – ACH Payment, SF3881

ATTACHMENT 4 – Example Modification Template

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

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

U.S. DEPARTMENT OF AGRICULTURE

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

U.S. DEPARTMENT OF DEFENSE

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

U.S. DEPARTMENT OF COMMERCE

- J. National Oceanic and Atmospheric Administration

- K. National Aeronautics and Space Administration

- L. Texas AgriLife Research (Host)

- M. Auburn University

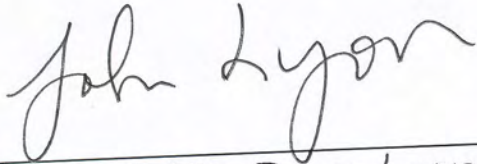
- N. Louisiana State University

- O. Mississippi State University

P. Texas A&M University – Corpus Christi
Q. Texas A&M University at Galveston
R. Texas A&M University at Kingsville
S. Troy University
T. University of Central Florida
U. University of Florida
V. University of Georgia Research Foundation, Inc.
W. University of Louisiana at Lafayette
X. University of Texas - Austin
Y. The Nature Conservancy
Z. Stephen F. Austin State University
AA. University of New Orleans
BB. The University of West Florida
CC. Tarleton State University
DD. Sul Ross State University
EE. University of Arkansas at Monticello
FF. University of Arkansas, Division of Agriculture
GG. Houston Advanced Research Center (HARC)
HH. Southern University and A&M College
II. Bat Conservation International
JJ. University of Texas at Brownsville
KK. Florida State University
LL. University of Arkansas at Pine Bluff
MM. Texas AgriLife Extension Service
NN. Valdosta State University
OO. Dauphin Island Sea Lab
PP. Columbus State University
QQ. University of South Florida

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

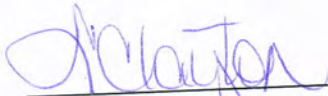
A. Bureau of Land Management



[Print Name]: Dr. John Lyon
[Print Title]: State Director, Eastern States

07 18 2012

Date



[Print Name]:
[Print Title]: Grants Mgmt Officer

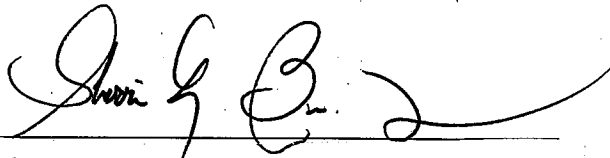
Lisa Clayton

7.10.12

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Geological Survey

A handwritten signature in black ink, appearing to read "Sherri Ly Bredesen", written over a horizontal line.

Sherri Ly Bredesen
Contracting Officer

05/15/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

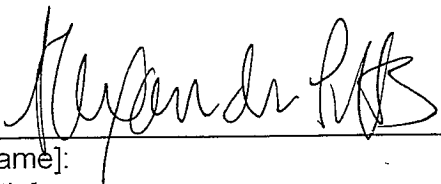
C. National Park Service

Shawwood Arch Regional Director 7/18/12
[Print Name]: Date
[Print Title]:

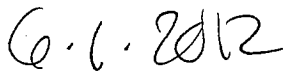
Rose M. McClelland 7/31/12
Rose M. McClelland Date
Contracting Officer

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. U.S. Fish and Wildlife Service



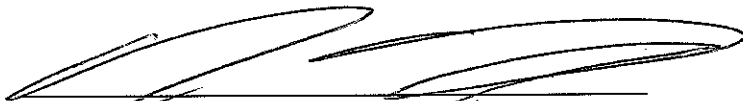
[Print Name]:
[Print Title]:



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. Bureau of Ocean Energy Management



5/14/2012

[Print Name]: Rodney Cluck

Date

[Print Title]: Chief, Division of Environmental Sciences

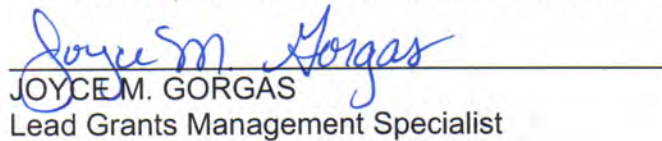
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. U.S. Forest Service


ROBERT L. DOUDRICK
Station Director

5-31-2012
Date

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


JOYCE M. GORGAS
Lead Grants Management Specialist

5-21-2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

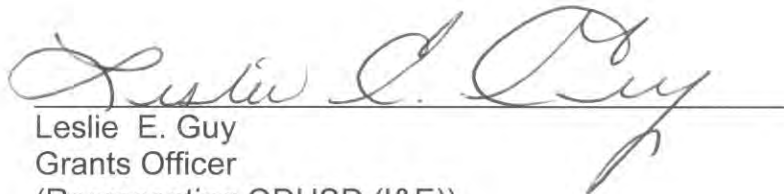
G. Natural Resources Conservation Service

Ronald Alvarado
[Print Name]:
[Print Title]:

07/26/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

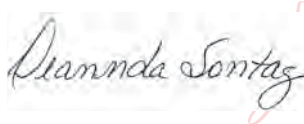


Leslie E. Guy
Grants Officer
(Representing ODUSD (I&E))

31-MAY-12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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



Digitally signed by
SONTAG.DEANNDA.S.1230791909
DN: c=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=USA,
cn=SONTAG.DEANNDA.S.1230791909
Date: 2012.07.19 13:36:49 -05'00'

[Print Name]: Deannnda Sontag
[Print Title]: Grants Officer

19 July 2012

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. National Oceanic and Atmospheric Administration



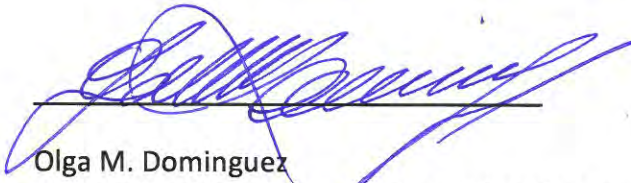
[Print Name]: Bonnie J. Panwirth, Ph.D.

[Print Title]: Science & Research Director.
Southeast Fisheries Science Center
NOAA Fisheries Service

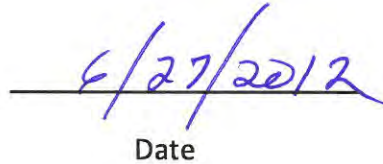
31 July, 2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. National Aeronautics and Space Administration




Olga M. Dominguez
Assistant Administrator for Strategic Infrastructure



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Texas AgriLife Research (Host)



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

Date 7/2/2012

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. Auburn University



Date

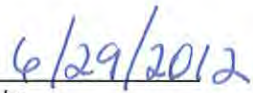
John M. Mason

Associate Provost and
Vice President for Research

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Louisiana State University


[Print Name]: Darya Courville
[Print Title]: Interim Director, Sponsored Programs


Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. Mississippi State University



Richard Swann

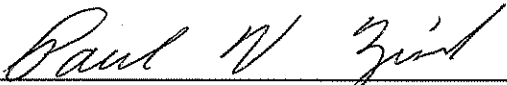
Director of Sponsored Programs Administration



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. Texas A&M University – Corpus Christi


[Print Name]: PAUL V ZIMBA
[Print Title]: DIRECTOR, CENTER FOR
COASTAL STUDIES

12 July 2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Texas A&M University on behalf of

Q. Texas A&M University at Galveston

try *Michele Lacey*
[Print Name]: Michele Lacey
[Print Title]: Director - Contracts & Grants

7/11/12
Date

Recommended for Approval:

Allmeyer
Dr. Antoinetta Quigg
Associate Vice President
for Research Development
Texas A&M University at Galveston

7-11-12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. Texas A&M University at Kingsville

Sandra D. Garcia

[Print Name]: Sandra D. Garcia

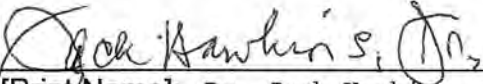
[Print Title]: Executive Director ORSP

5/31/12

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

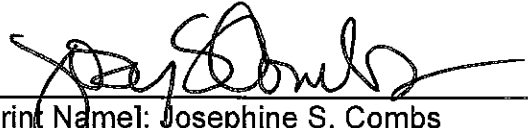
S. Troy University


[Print Name]: Dr. Jack Hawkins, Jr., Ph.D.
[Print Title]: Chancellor

8-7-12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. University of Central Florida



[Print Name]: Josephine S. Combs Date
[Print Title]: Sr. Contract Manager

6/12/2012

Approved as to Form and Legality
SrS, 6/6/2012

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

U. University of Florida



5/29/12

[Print Name]:

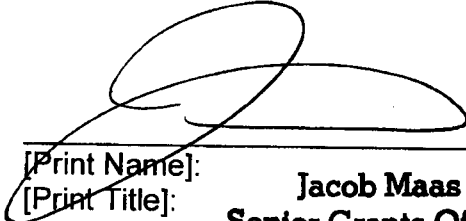
Date

[Print Title]:

**Brian Prindle
Associate Director of Research**

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. University of Georgia Research Foundation, Inc.




[Print Name]: _____
[Print Title]: **Jacob Maas**
Senior Grants Officer

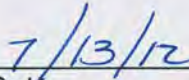
5/30/2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. University of Louisiana at Lafayette




Carolyn Bruder
Interim Provost & Vice President for Academic Affairs



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

X. University of Texas – Austin



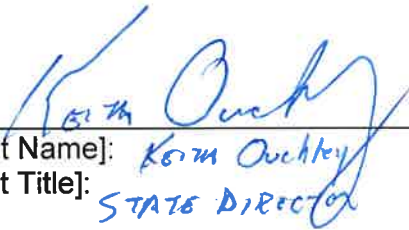
[Print Name]: Mr. David Hawkins, Associate Director
[Print Title]: Office of Sponsored Projects
The University of Texas at Austin

5.31.2012

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

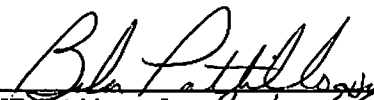
Y. The Nature Conservancy


[Print Name]: Keith Ouchley
[Print Title]: STATE DIRECTOR

July 26, 2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)


Z. Stephen F. Austin State University


[Print Name]: Baker Pattiño
[Print Title]: President

6-18-12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AA. University of New Orleans



[Print Name]: PETER J. FOS
[Print Title]: PRESIDENT

6/4/12

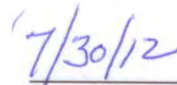
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

BB. The University of West Florida



[Print Name]:
[Print Title]: Richard S. Podemski, PhD
Associate Vice President for Research



Date

Approved for form and legality.



Office of University Counsel

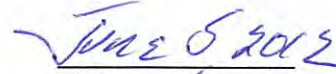


ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

CC. Tarleton State University

A handwritten signature in blue ink, appearing to read "F. Dominic Dottavio", written over a horizontal line.

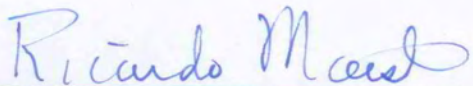
[Print Name]: **F. Dominic Dottavio**
[Print Title]: **President**

A handwritten date in blue ink, "June 5, 2012", written over a horizontal line.

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

DD. Sul Ross State University



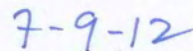
[Print Name]:

[Print Title]:

Ricardo Maestas, Ph.D.

President

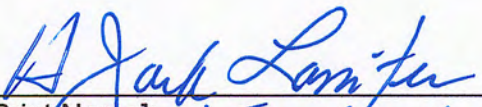
Sul Ross State University



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

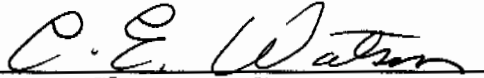
EE. University of Arkansas at Monticello


[Print Name]: H. Jack Lassiter
[Print Title]: Chancellor

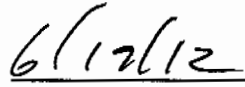
6/18/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

FF.University of Arkansas, Division of Agriculture

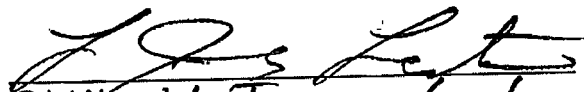
A handwritten signature in cursive script, appearing to read "C. E. Watson", written over a horizontal line.

[Print Name]: Clarence Watson
[Print Title]: Assoc. VP for Agriculture

A handwritten date "6/12/12" written in cursive script over a horizontal line.
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

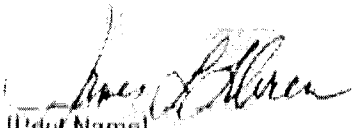
GG. Houston Advanced Research Center (HARC)


[Print Name]: L. James Lester
[Print Title]: President

5/29/2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

III Southern University and A&M College



[Print Name]

[Print Title]


Dr. James Llorens, Chancellor

5/30/12

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

II. Bat Conservation International


[Print Name]: DAVE WALDIEN
[Print Title]: INTERIM EXECUTIVE DIRECTOR

7/12/2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

JJ. University of Texas at Brownsville

A handwritten signature in blue ink, appearing to be 'D. Heimmermann', written over a horizontal line.

Daniel Heimmermann, Ph. D.
Dean

A handwritten date '6-13-12' in blue ink, written over a horizontal line.

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

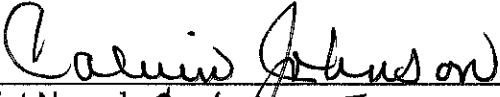
KK. Florida State University

Julie V Wamrock for
[Print Name]:
[Print Title]: Kirby W. Kemper
Vice President For Research

6/18/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

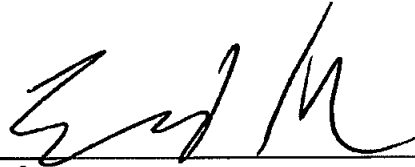
LL.University of Arkansas at Pine Bluff


[Print Name]: Calvin Johnson
[Print Title]: Interim Chancellor

6/4/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

MM. Texas AgriLife Extension Service

A handwritten signature in black ink, appearing to read 'E. G. Smith', written over a horizontal line.

[Print Name]:

[Print Title]:


Edward G. Smith
Director

7-5-2012

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

NN. Valdosta State University

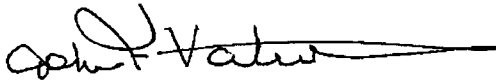


[Print Name]: Louis H. Levy, Ph. D.
[Print Title]: Interim President

6/4/12
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

OO. Dauphin Island Sea Lab

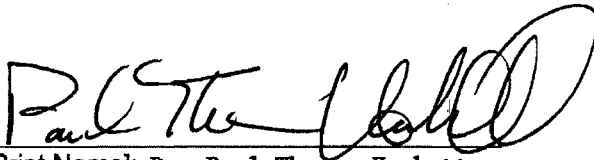


[Print Name]: JOHN VALENTINE
[Print Title]: EXEC. DIRECTOR, DISL

5/30/2012
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

PP. Columbus State University

A handwritten signature in black ink, appearing to read "Paul Thomas Hackett", written over a horizontal line.

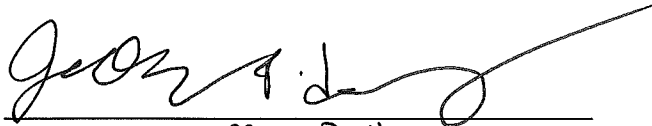
[Print Name]: Dr. Paul Thomas Hackett
[Print Title]: Provost/VPAA

5-31-12

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

QQ. University of South Florida

A handwritten signature in black ink, appearing to read "Jeffrey DuVernay", written over a horizontal line.

[Print Name]: Jeffrey DuVernay
[Print Title]: Faculty Assistant in Research

6-13-12
Date

REQUEST FOR ADVANCE OR REIMBURSEMENT <i>(See instructions on back)</i>		OMB APPROVAL NO.		PAGE	OF
		0348-0004			PAGES
		1. TYPE OF PAYMENT REQUESTED	a. "X" one or both boxes <input type="checkbox"/> ADVANCE <input type="checkbox"/> REIMBURSE- MENT 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		10. PAYEE (Where check is to be sent if different than item 9)			
Name: Number and Street: City, State and ZIP Code:		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 (As of date)	\$	\$	\$	\$	
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)				\$	

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)		Page 1	of pages		
3. Recipient Organization (Name and complete address including Zip code)							
4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual			
8. Project/Grant Period From: (Month, Day, Year) To: (Month, Day, Year)			9. Reporting Period End Date (Month, Day, Year)				
10. Transactions				Cumulative			
(Use lines a-c for single or multiple grant reporting)							
Federal Cash (To report multiple grants, also use FFR Attachment):							
a. Cash Receipts							
b. Cash Disbursements							
c. Cash on Hand (line a minus b)							
(Use lines d-o for single grant reporting)							
Federal Expenditures and Unobligated Balance:							
d. Total Federal funds authorized							
e. Federal share of expenditures							
f. Federal share of unliquidated obligations							
g. Total Federal share (sum of lines e and f)							
h. Unobligated balance of Federal funds (line d minus g)							
Recipient Share:							
i. Total recipient share required							
j. Recipient share of expenditures							
k. Remaining recipient share to be provided (line i minus j)							
Program Income:							
l. Total Federal program income earned							
m. Program income expended in accordance with the deduction alternative							
n. Program income expended in accordance with the addition alternative							
o. Unexpended program income (line l minus line m or line n)							
11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
			g. Totals:				
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:							
13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. 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-A, rev. 10-80
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 (0348-0061), Washington, DC 20503.

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

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

PRIVACY ACT STATEMENT

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

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

ACH FORMAT:

☐

CCD +

☐

CTX

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

— — — — —

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐

CHECKING

☐

SAVINGS

☐

LOCKBOX

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

TELEPHONE NUMBER:

()

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210

Instructions for Completing SF 3881 Form

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

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

Burden Estimate Statement

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

[Agency Partner Name] – Project Summary



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

FUNDING AGENCY:

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

COOPERATIVE AGREEMENT NUMBER:

FUNDING AMOUNT:

PROJECT TITLE:

EFFECTIVE PROJECT DATES:

PROJECT PURPOSE:

STATEMENT OF MUTUAL BENEFIT AND INTEREST:

Key Words:

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

Project Type: Research ____ Technical Assistance ____ Education ____

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

Annual Performance Report Required:

Report(s) Received:

Publications on File:

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

[CESU Name] CESU Tracking #: