

USBR # 06AG602112
USGS # G09AC00251
NPS #s (WASO) H2370094000
(IMR) H1200090004
USDA FS # 09-JV-11221601-162
NRCS # A-3A75-9-85
USACE-CW # W912HZ-08-2-0006
DOD ODUSD (I&E) # W912DY-09-2-0001

ROCKY MOUNTAINS COOPERATIVE ECOSYSTEM STUDIES UNIT

COOPERATIVE and JOINT VENTURE AGREEMENT

between

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

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

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

and

**THE UNIVERSITY OF MONTANA – MISSOULA (HOST)
Colorado State University
Montana State University
Salish Kootenai College
University of Colorado at Boulder
University of Colorado Denver
University of Idaho
University of Wyoming
Utah State University
Washington State University
University of Northern Colorado**

University of Calgary

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Bureau of Reclamation, U.S. Geological Survey, National Park Service, USDA Forest Service, Natural Resources Conservation Service, U.S. Army Corps of Engineers – Civil Works, and Department of Defense, Office of the Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called Federal Agencies), and The University of Montana – Missoula and its Partner Institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Rocky Mountains Cooperative Ecosystem Studies Unit (CESU). This continuation of the Rocky 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 Rocky Mountains CESU is associated with a national network of CESUs.
- B. The objectives of the Rocky 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 Rocky Mountains CESU to assist in providing research, technical assistance and education.
- D. The U.S. Bureau of Reclamation (hereinafter called USBR) manages, develops, and protects water and related resources in an environmentally and economically sound manner in the interest of the American public (43 USC Chapter 12). USBR is

authorized to enter into certain cooperative agreements in accordance with the authority delegated in 255 DM 14.1, which states that the Commissioner is delegated so much of the authority of the Secretary under the Fish and Wildlife Coordination Act, 16 USC 661 et seq., as is necessary to provide assistance, through grants or cooperative agreements, to public or private organizations for the improvement of fish and wildlife habitat associated with water systems or water supplies affected by Reclamation projects. In accordance with this authority, and also in accordance with the Omnibus Public Land Management Act of 2009 (P.L. 111-11), Subtitle F-Secure Water, Sec 9502, 9504, and 9509, the USBR is authorized to enter into a cooperative agreement to continue the Rocky 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 Rocky 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 Rocky 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 USFS is authorized to enter into a joint venture agreement to continue the Rocky 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 Rocky Mountains CESU to assist in providing research, technical assistance and education.

- I. 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 Rocky Mountains CESU enabling the USACE-CW to receive direct scientific support from regional CESU members under agreement number # W912HZ-08-2-0006 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).
- J. 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 Rocky Mountains CESU to assist in providing research, technical assistance and education under agreement number # W912DY-09-2-0001. 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 University of Montana -- Missoula (hereinafter called Host University) is a comprehensive university emphasizing the liberal arts and professional education in business, education, fine arts, forestry (natural resources), journalism, law, pharmacy and related health sciences, and vocational technical education. Programs in natural resources focus on conservation, forestry, range, recreation, wilderness, and wildlife. BS, MS, and PhD degrees are offered. The university has a growing research program, significantly in cooperation with several federal partners, and it houses a very active continuing education program. Other campuses of the university are Montana Tech at Butte, Western Montana College at Dillon, and VoTech at Helena. Governance of The University of Montana is provided by the Montana University System Board of Regents.

- L. The partner institutions to the Host University include Colorado State University, Montana State University, Salish Kootenai College, University of Colorado at Boulder, University of Colorado Denver, University of Idaho, University of Wyoming, Utah State University, Washington State University, University of Northern Colorado, and University of Calgary (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 Rocky 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 Rocky 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 Rocky Mountains CESU;
2. Conduct, with participating Federal Agencies and Partner Institutions, a program of research, technical assistance and education related to the Rocky Mountains CESU objectives;
3. Allow and encourage its faculty to engage in participating Federal Agencies' research, technical assistance and education activities related to the Rocky Mountains CESU objectives, as appropriate;
4. Provide basic administrative and clerical support as appropriate;
5. Provide access for Rocky 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 Rocky 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 Rocky Mountains CESU;
9. Coordinate activities, as appropriate, with the Partner Institutions and develop administrative policies for such coordination; and
10. Maintain a Rocky 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 Rocky 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 Rocky 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 Rocky Mountains CESU.

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

1. Maintain the Rocky 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 Rocky 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). and these documents are incorporated into this Agreement by reference.

ARTICLE III. TERM OF AGREEMENT

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be 29 May 2009. Parties will have until 29 May 2009 to sign this Agreement and thereby express their intent to continue participation in the Rocky Mountains CESU; parties that do not sign this Agreement by 29 May 2009 will not be participants in the Rocky 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 Rocky 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

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

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B. The technical representatives for the Host University, University of Montana, are:

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C. The technical representatives for the Partner Institutions are:

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11. University of Calgary

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ARTICLE V. AWARD

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner shall obligate \$10,000 to award to the Host University to carry out this Agreement. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.
- B. Payments will be made by the Federal Agencies for work in accordance with OMB Circulars A-21, A-110, A-87, A-102, A-122, A-133, as appropriate, and the related federal agency regulations, as applicable, specifically, 43 CFR Part 12 (Department of the Interior), 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 Rocky 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 Rocky Mountains CESU will be agreed to and maintained by all Rocky 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 Rocky Mountains CESU and will:
 - 1. Describe the Rocky 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 Rocky 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 Rocky 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 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. Bureau of Reclamation
- C. U.S. Geological Survey
- D. National Park Service

DEPARTMENT OF AGRICULTURE

- E. USDA Forest Service
- F. Natural Resources Conservation Service

DEPARTMENT OF DEFENSE

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

I. THE UNIVERSITY OF MONTANA – MISSOULA

- J. Colorado State University
- K. Montana State University
- L. Salish Kootenai College
- M. University of Colorado at Boulder
- N. University of Colorado Denver
- O. University of Idaho
- P. University of Wyoming
- Q. Utah State University
- R. Washington State University
- S. University of Northern Colorado
- T. University of Calgary

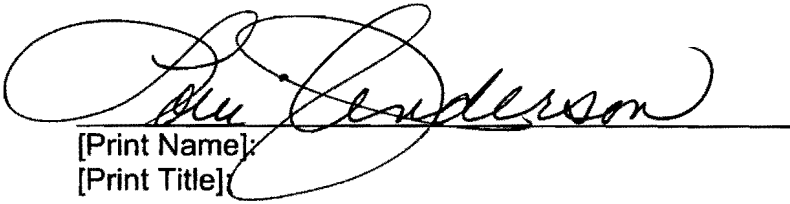
ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management



[Print Name]: Howard A. Lemm
[Print Title]: Acting State Director

5/27/09
Date




[Print Name]:
[Print Title]:

5/15/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. U.S. Bureau of Reclamation

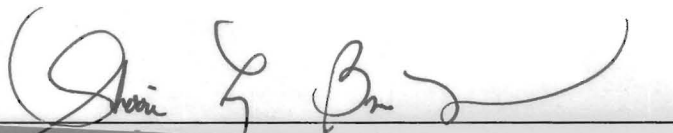

MICHAEL J. RYAN
REGIONAL DIRECTOR

[Print Name]:
[Print Title]:

5/19/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. U.S. Geological Survey

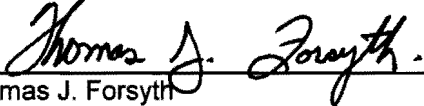


Sherri Ly Bredesen
Contracting Officer

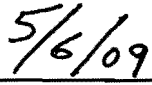
05/29/09
Date

ARTICLE XIII. AUTHORIZATING SIGNATURES (cont.)

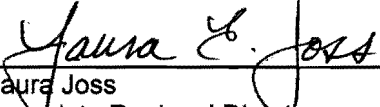
D. NATIONAL PARK SERVICE



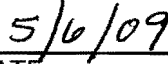
Thomas J. Forsyth
Contracting Officer
Intermountain Region



DATE



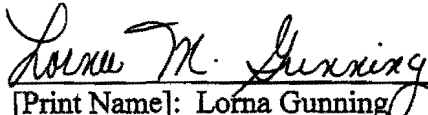
Laura Joss
Associate Regional Director
Resource Stewardship & Research
Intermountain Region



DATE

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. National Park Service



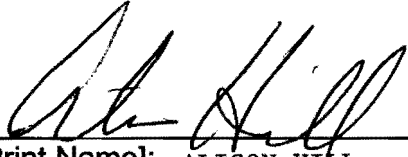
[Print Name]: Lorna Gunning
[Print Title]: Deputy Chief of Contracting
NPS WASO WCP
H2370094000



Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. USDA Forest Service

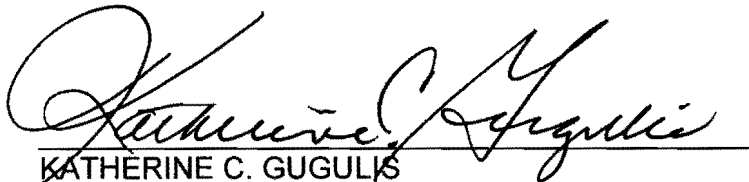


[Print Name]: ALISON HILL
[Print Title]: Deputy Station Director

5/26/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. Natural Resources Conservation Service


KATHERINE C. GUGULIS
Deputy Chief for Management

6/22/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

Michael D. Lee

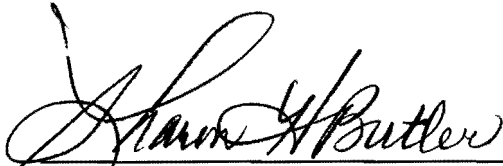
[Print Name]:

[Print Title]:

29 May 2009
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. U.S. Department of Defense – Office of the Deputy Under Secretary of Defense
(Installations and Environment)




Sharon H. Butler
Grants Officer

29 May 09

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

I. The University of Montana – Missoula

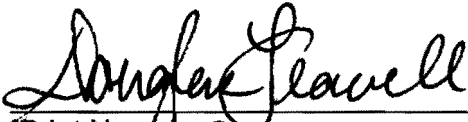


[Print Name]: **Jan Madole, Director**
[Print Title]: **Research & Sponsored Programs**

5/6/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

J. Colorado State University


[Print Name]: DOUGLAS LEAVELL
[Print Title]: DIRECTOR

5-21-09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. Montana State University



[Print Name]: Thomas J. McCoy
[Print Title]: VICE PRESIDENT FOR RESEARCH

5/20/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Salish Kootenai College



Audrey Plouffe

[Print Name]:

[Print Title]: CFO

05-28-2009
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. University of Colorado (at Boulder)



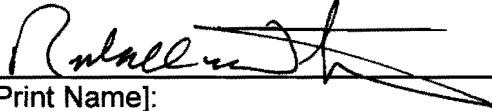
Russell Moore, Vice Chancellor for Research
[Print Name]: (Interim)

5-19-2009
Date

[Print Title]:

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. University of Colorado (at Boulder)

A handwritten signature in black ink, appearing to read "Randall W. Draper", is written over a horizontal line.

[Print Name]:

[Print Title]:

Randall W. Draper, Ph.D., Director
Office of Contracts and Grants

5/28/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. University of Colorado (^{Denver}~~at Denver and Health Sciences Center~~)

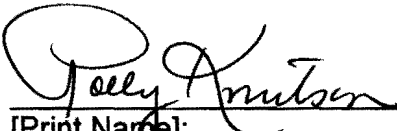


[Print Name]:
[Print Title]: Christine Ahearn
Asst. Director Contracts,
Policy and Education
Office of Grants and Contracts

5/19/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. University of Idaho

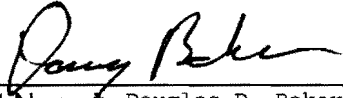


[Print Name]: Polly J Knutson, Interim Director
[Print Title]: Office of Sponsored Programs
University of Idaho

5/21/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

O. University of Idaho



[Print Name]: Douglas D. Baker
[Print Title]: Executive Vice President and Provost

5/27/09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. University of Wyoming



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

5/13/09

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. Utah State University



[Print Name]:

UP 5/14/09

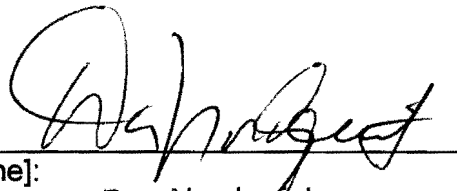
5/14/09
Date

[Print Title]:

**R. David Paul
Director
Sponsored Programs Office**

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. Washington State University 




[Print Name]:
[Print Title]: Dan Nordquist
Director, Authorized Inst. Official
Office of Grant and
Research Development

4/13/09
Date


ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

S. University of Northern Colorado



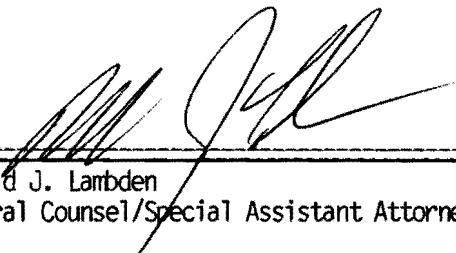
[Print Name]: Elaine Quam
[Print Title]: Executive Assistant to the President

5-26-09
Date



Arlene Hansen
Associate Director, SPARC

5-4-09
Date

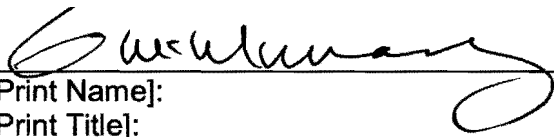


Ronald J. Lambden
General Counsel/Special Assistant Attorney General

5-14-09
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. University of Calgary



[Print Name]:
[Print Title]:

May 29/09

Date

G. A. McMurray
Senior Executive Director
Research Services & Research Accounting
University of Calgary