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BLM # BLM-ROMO-CESU-2024
USBR # USBR-ROMO-CESU-2024
NPS # NPS-ROMO-CESU-2024
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USACE # USACE-ROMO-CESU-2024

**ROCKY MOUNTAINS
COOPERATIVE ECOSYSTEM STUDIES UNIT**

**COOPERATIVE and JOINT
VENTURE AGREEMENT**

between

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

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

**U.S. DEPARTMENT OF DEFENSE
Office of the Assistant Secretary of Defense
for Energy, Installations, and Environment
U.S. Army Corps of Engineers–Civil Works**

and

THE UNIVERSITY OF MONTANA – MISSOULA (HOST)

**Blackfeet Community College
Boise State University
Chief Dull Knife College
Colorado State University
Front Range Community College
Little Big Horn College
Montana State University
Northwest College
Salish Kootenai College
The Governors of the University of Calgary
University of Colorado Boulder
University of Colorado Denver
University of Denver
University of Idaho**

**University of Northern Colorado
University of Utah
University of Waterloo
University of Wyoming
Utah State University
Washington State University
Western Colorado University
Center for Large Landscape Conservation
The Ember Alliance
Piikani Lodge Health Institute
Smithsonian Institution
Western Association of Fish and Wildlife Agencies
Wildlife Restoration Foundation**

ARTICLE I. BACKGROUND AND OBJECTIVES

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Indian Affairs, Bureau of Land Management, Bureau of Reclamation, National Park Service, U.S. Fish and Wildlife Service, U.S. Geological Survey, U.S. Forest Service, Natural Resources Conservation Service, Office of the Assistant Secretary of Defense for Energy, Installations, and Environment, and U.S. Army Corps of Engineers–Civil Works (hereinafter called Federal Agencies) and the University of Montana (Host University) 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 resources 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. Bureau of Indian Affairs. The Bureau of Indian Affairs (hereinafter called BIA) is the oldest bureau of the United States Department of the Interior. Established in 1824, BIA currently provides services to approximately two million American Indians and Alaska Natives. There are 574 federally recognized American Indian tribes and Alaska Natives in the United States. The mission of the Bureau of Indian Affairs is to: "... enhance the quality of life, to promote economic opportunity, and to carry out the responsibility to protect and improve the trust assets of American Indians, Indian tribes, and Alaska Natives." BIA has responsibility for the administration and management of 55 million surface acres and 57 million acres of subsurface minerals estates held in trust by the United States for American Indian, Indian tribes, and Alaska Natives. BIA serves a special role, both serving tribes through trust management and by providing technical support and advice across a broad range of topics. The BIA is also the lead agency providing for federal management of the trust corpus held on behalf of tribal government and individual beneficial owners and as such is tasked with coordinating science, technical education, and management needs for those trust resources. The tribes, through the Indian Self-Determination and Education Assistance Act of 1975 (Pub. L. 93-638), are authorized to contract

BIA management functions and as such mission needs, research results, and education efforts serve and enable tribal and BIA staff. The Act also authorized the federal government to follow specific contracting regulations for Recognized Federal Indian Tribes, and with tribal approval, tribally chartered Indian colleges and universities.

BIA participation in the CESU Network will include support, coordination, and cooperation focused on science and education for climate and trust resource management, as well as other areas within its range of mission-related services and activities. BIA is authorized to enter into cooperative agreements under the general authority for climate change via the Snyder Act of 1921, as amended, 25 U.S.C. § 13; for FY14 (2-year funding) via Pub. L. 113-76, and FY15 (2-year funding) via Pub. L. 113-164, as amended (and subsequent annual budget appropriations as may be authorized during the term of the agreement); and for any potential Forestry and Wildland Fire Management program efforts, via the National Indian Forest Resources Management Act of 1990, Pub. L. 101- 630. BIA has the authority to enter into this agreement pursuant to 25 U.S.C. § 2; the Education and Training Program, 23 U.S.C. § 6004; and Snyder Act of 1921, as amended, 25 U.S.C. § 13.

- D. Bureau of Land Management. 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 BLM to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations (43 U.S.C. § 1701 et seq.). In accordance with 43 U.S.C. § 1737(b), the BLM is authorized to enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands; and is thereby authorized to enter into this cooperative agreement to continue the Rocky Mountains CESU to assist in providing research, technical assistance and education.
- E. Bureau of Reclamation. 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 U.S.C. Chapter 12). In accordance with the authority delegated in 255 DM 14.1 (U.S. Department of the Interior, Departmental Manual), which states that the Commissioner is delegated so much of the authority of the Secretary under the Fish and Wildlife Coordination Act (16 U.S.C. § 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; and in accordance with the Omnibus Public Land Management Act of 2009 (Pub. L. 111-11), Subtitle F- Secure Water, §§ 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.

- F. National Park Service. The National Park Service (hereinafter called NPS) manages areas of the National Park System “to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations” (54 U.S.C. § 100101 et seq.). In support of this broad mission, the Secretary of the Interior “shall ensure that management of System units is enhanced by the availability and utilization of a broad program of the highest quality science and information” (54 U.S.C. § 100702), and “shall enter into cooperative agreements with colleges and universities, including land grant schools, in partnership with other Federal and State agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the resources of the System, or the larger region of which System units are a part” (54 U.S.C. § 100703). The NPS is authorized to enter into cooperative agreements with public or private educational institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training activities concerning the resources of the National Park System (54 U.S.C. § 101702(b)); with State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs (54 U.S.C. § 101702(a)); with State, local, or tribal governments, other Federal agencies, other public entities, educational institutions, private nonprofit organizations, or participating private landowners or individuals for the purpose of protecting natural resources of units of the National Park System through collaborative efforts on land inside and outside of National Park System units (54 U.S.C. § 101702(d)) or to investigate, protect, preserve, maintain, or operate any historic or archeologic building, site, or object of national significance (54 U.S.C. §§ 320101-320103); and with any State or local government, public or private agency, organization, institution, corporation, individual, or other entity for the purpose of sharing costs or services in carrying out authorized functions and responsibilities of the Secretary of the Interior with respect to any unit or program of the National Park System, any affiliated area, or any designated National Scenic or Historic Trail (54 U.S.C. § 101701). NPS is also authorized to provide conservation, recreation, and disaster assistance to partners to help them achieve goals of mutual interest (54 U.S.C. § 200103, 16 U.S.C. § 1723(c)), and support projects to be carried out on Federal, State, local, or private lands as part of disaster prevention or relief efforts in response to an emergency or major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). In accordance with the aforementioned authorities, the NPS is authorized to enter into this Agreement to continue the Rocky Mountains CESU to assist in providing research, technical assistance, and education.
- G. U.S. Fish and Wildlife Service. 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, inland sport fisheries, and the National Wildlife Refuge System. In accordance with 16 U.S.C. § 661, 16 U.S.C. § 742(f), and 16 U.S.C. § 753(a), the USFWS is authorized to cooperate with other agencies to assist in providing research, technical assistance, and education; and is thereby authorized to enter into this cooperative agreement to continue the Rocky Mountains CESU.

- H. U.S. Geological Survey. 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. USGS has authority to enter into this Agreement pursuant to Pub. L. 99-591, that bestows permanent authority on the USGS to “prosecute projects in cooperation with other agencies, Federal, state, and private” (43 U.S.C. § 36(c)), the USGS Organic Act of March 3, 1879, as amended (43 U.S.C. § 31 et seq.), 16 U.S.C. § 1(a)(2)(j), 16 U.S.C. § 1(g), 16 U.S.C. § 5933, and 16 U.S.C. § 753(a) to continue the Rocky Mountains CESU to assist in providing research, technical assistance, and education.
- I. U.S. Forest Service. 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 U.S.C. §§ 1641-1646) and to sustain the health, diversity, and productivity of the nation’s forests and grasslands. The USFS is authorized to enter into agreements to cooperate with others in developing, planning, and implementing mutually beneficial projects that enhance Forest Service activities to meet the needs of present and future generations. In accordance with 7 U.S.C. § 3318(b), the USFS is authorized to enter into Joint Venture partnership agreements to assist in providing agricultural research and teaching activities (see Award article V.C.1). In accordance with the Interior and Related Agencies Appropriations Act of 1992 (Pub. L. 102-154), the USFS is authorized to enter into Challenge Cost-Share Agreements to cooperate with others in developing, planning, and implementing mutually beneficial projects that enhance Forest Service activities, where the cooperators provide matching funds or in-kind contributions. In accordance with Wyden Amendment (Pub. L. 105-277, Section 323 as amended by Pub. L. 109-54, Section 434), the USFS is authorized to enter into Cooperative Agreements or Participating Agreements for the protection, restoration, and enhancement of fish and wildlife habitat, and other natural or cultural resources on public or private land; the reduction of risk for natural disaster where public safety is threatened; or a combination of both. Wyden Amendment agreements must provide a benefit to the natural or cultural resources on National Forest System lands within the watershed. In accordance with the aforementioned authorities, the USFS is authorized to enter into this Agreement to continue the Rocky Mountains CESU to promote, conduct, and provide research, studies, assessments, monitoring, technical assistance, and education. National Forest System funds are not authorized for research Joint Venture (JV) activities.

- J. Natural Resources Conservation Service. The Natural Resources Conservation Service (hereinafter called NRCS) improves the health of our Nation's natural resources while sustaining and enhancing the productivity of American agriculture. We achieve this by providing voluntary assistance through strong partnerships with private landowners, managers, and communities to protect, restore, and enhance the lands and waters upon which people and the environment depend. As part of this assistance, NRCS scientists and technical specialists identify, acquire, develop, and coordinate technologies and transfer them to field staff for recommending to America's farmers, ranchers, private landowners, and the public. Under 16 U.S.C. 590a et. seq. and 42 U.S.C. 3271-3274, NRCS is authorized to enter into this cooperative agreement to continue the Rocky Mountains CESU to assist in providing research, studies, technical assistance, and educational services consistent with the mission of the NRCS and the CESU Network.
- K. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment. The U.S. Department of Defense—Office of the Assistant Secretary of Defense for Energy, Installations, and Environment (hereinafter called DOD) manages nearly 27 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 programs support this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water for testing, training and operational opportunities. DOD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following: 16 U.S.C. § 670c-1, 10 U.S.C. § 4001, 10 U.S.C. § 2694, 10 U.S.C. § 2684, and Pub. L. 103-139 (FY 94 NDAA, page 107 Stat. 1422), DOD is authorized to enter into cooperative agreements with States, nonprofit organizations, academic institutions, and other partners to support research, technical assistance, and educational services consistent with the mission of the DOD and the CESU Network. In accordance with the aforementioned authorities, the DOD is authorized to enter into this Agreement to continue the Rocky Mountains CESU.
- L. U.S. Army Corps of Engineers—Civil Works. The U.S. Army Corps of Engineers Civil Works Program (hereinafter called USACE) provides assistance in the development and management of 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 Corps carries out most of its work in partnership with Tribal, state, and local governments and other nonfederal 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 resources management. The university and scientific institutions that comprise the CESU Network have knowledge and expertise of the latest scientific advances that will assist the Corps in reaching sound, scientifically based decisions. In addition, by

participating in the CESU, scientists within the Corps will have access to university resources within the CESU Network and be able to interact with colleagues in various scientific disciplines, and thereby further their own professional development. Corps field offices may avail themselves of support from the regional CESUs by collaborating with the Engineer Research and Development Center, who has the authority to enter into cooperative agreements with such CESUs, thus enabling these Corps offices to receive scientific support from regional CESU members. USACE is authorized to cooperate with other agencies in accordance with Title 33 U.S.C. § 2323(a) and 10 U.S.C. § 3036(d). Additionally, USACE may enter into transactions under the authority of 10 U.S.C. § 4021 in carrying out basic, applied, and advanced research projects. In accordance with 10 U.S.C. § 4001, USACE is authorized to enter into this cooperative agreement continuing the Rocky Mountains CESU.

- M. Host University. 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, University of Montana Western at Dillon, and Helena College at Helena. Governance of The University of Montana is provided by the Montana University System Board of Regents.
- N. Partner Institutions. The partner institutions to the Host University include Blackfeet Community College, Boise State University, Chief Dull Knife College, Colorado State University, Front Range Community College, Little Big Horn College, Montana State University, Northwest College, Salish Kootenai College, The Governors of the University of Calgary, University of Colorado Boulder, University of Colorado Denver, University of Denver, University of Idaho, University of Northern Colorado, University of Utah, University of Waterloo, University of Wyoming, Utah State University, Washington State University, Western Colorado University, Center for Large Landscape Conservation, The Ember Alliance, Piikani Lodge Health Institute, Smithsonian Institution, Western Association of Fish and Wildlife Agencies, and Wildlife Restoration Foundation (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 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 and as available;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate and as available;
6. Make available managers to serve on the Rocky Mountains CESU Executive Committee and Federal 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 Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 CFR Part 2635);
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 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 Federal Agencies' personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the 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 Executive 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.
4. Ensure that reports and other formal materials (including publications and presentations) resulting from financial assistance awards issued under this

Agreement acknowledge the Cooperative Ecosystem Studies Unit and the funding agency or organization, and include the corresponding award number.

5. Provide project funds and/or in-kind collaboration to support specific research, technical assistance, and education projects, as appropriate and as available.

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 Rocky Mountains CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual financial assistance awards, in accordance with each agency's or partner institution's procedures, to this Agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
 - a. the proposed work;
 - b. the project contribution to the objectives of the CESU;
 - c. the methodology of the project;
 - d. the substantial involvement of each party;
 - e. the project budget and schedule;
 - f. the specific project outputs or products.

Note: For BLM, FWS, USFS, and other agencies as appropriate, 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. Provide data on CESU projects to the CESU Network National Office and/or Host University in accordance with CESU Council guidelines as posted on the CESU Network National Office website (www.cesu.org);
6. 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;

7. Engage in collaborative activities consistent with federal scientific and scholarly integrity directives and policies (e.g., Presidential and OSTP Scientific Integrity Memoranda; DOD Instruction 3200.20; DOI 305 DM 3; USDA DR 1074-001; NOAA AO 202-735D), as appropriate;
8. Engage in collaborative activities in accordance with the CESU Network Diversity, Equity, Inclusion, and Accessibility Statement and Principles and related federal and nonfederal directives and policies, as appropriate;
9. Follow 2 CFR 200, OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as appropriate; and the related federal agency regulations, as applicable, specifically 22 CFR 518 (Department of Defense), 32 CFR Parts 21, 22, 32, 33, and 34 (Department of Defense), 10 U.S.C. 4001, 10 U.S.C. 3036(d), 33 U.S.C. 2323a, DOD 3210.6-R, and 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. The effective date of this Agreement shall be 29 May 2024. This Agreement shall be effective for all signatory parties for a period of five (5) years from the effective date. Parties will have until 29 May 2024 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 2024 will remain in “inactive” status and ineligible to process new 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 five (5) year period, can be entered into to continue the activities of the Rocky Mountains 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 executed in writing by the CESU Network National Office. Amendments shall be signed by all signatories to this Agreement, except in cases described in Sections C.2. and C.3. (below). Unless otherwise specified, all terms and conditions of the CESU Agreement apply to the Amendment, and once fully executed the Amendment is made part of the Agreement.

2. For Amendments for which the sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, the Partner Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the Amendment. New Partner Institutions and/or Federal Agencies shall be approved and added in accordance with the CESU Council guidance, as posted on the CESU Network website (www.cesu.org). All partners shall receive prior notification of amendments.
 3. For amendments for which the sole purpose is to incorporate administrative changes that do not affect the intent, execution, and implementation of the terms of this Agreement, such as partner name changes or modifications as required by federal (e.g., OMB) financial assistance regulations, the Partner Institution and/or Federal Agency requesting the administrative change and the Host University shall sign the amendment. Such amendments shall be made at the discretion of the CESU Council and all partners shall receive prior notification of amendments.
- 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 representatives for the Federal Agencies are as follows:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. <u>Bureau of Indian Affairs</u>
 <i>Technical Representative(s)</i>
 John Mosley
 Branch Chief
 Tribal Climate Resilience
 Office of Trust Services
 Bureau of Indian Affairs
 2800 Cottage Way, Room W-2820
 Sacramento, CA 95825
 Phone: (916) 978-6053
 john.mosley@bia.gov | <ol style="list-style-type: none"> <i>Administrative Representative(s)</i>
 Jo Ann Metcalfe
 Grant Officer
 Bureau of Indian Affairs
 12220 Sunrise Valley Drive
 Reston, VA 20191
 Phone: (703) 390-6410
 jo.metcalfe@bia.gov |
| <ol style="list-style-type: none"> 2. <u>Bureau of Land Management</u>
 <i>Technical Representative(s)</i> | |

David Wood
Conservation Biologist
Montana/Dakotas State Office
Bureau of Land Management
5001 Southgate Drive
Billings, MT 59101
Phone: (406) 896-5246
djwood@blm.gov

Administrative Representative(s)

Leona Parker
Grants and Agreements Specialist
Wyoming State Office
Bureau of Land Management
5353 Yellowstone Road
Cheyenne, WY 82009
Phone: (530) 252-5338
lparker@blm.gov

3. U.S. Bureau of Reclamation

Technical Representative(s)

FName LName
Title
U.S. Bureau of Reclamation
2900 4th Ave N #501
Billings, MT 59101
Phone: (406) 000-0000
NAME@usbr.gov

Administrative Representative(s)

Lindsey Nafts
Supervisory Grants Management
Specialist
Financial Assistance Services
U.S. Bureau of Reclamation
2900 4th Ave N #501
Billings, MT 59101
Phone: (406) 247-7684
lnafts@usbr.gov

4. National Park Service

Technical Representative(s)

Sallie Hejl, Ph.D.
Science Advisor

National Park Service
(DOI Regions 6, 7, and 8)
Resource Stewardship and Science
Directorate
Cooperative Ecosystem Studies
Units (Desert Southwest,
Colorado Plateau, Rocky
Mountains)
Phone: 720-376-2936
sallie_hejl@nps.gov

Administrative Representative(s)

Kelvin Delaney
Branch Chief, CESU FA West
National Park Service
12795 W Alameda Parkway
Lakewood, CO 80228
Phone: (303) 969-2796
kelvin_delaney@nps.gov

5. U.S. Fish and Wildlife Service

Technical Representative(s)

Sean P. Finn
Science Coordinator
Science Applications Program
US Fish and Wildlife Service,
Mountain Prairie Region
230 N Collins Road, Building 4
Boise, ID 83702
Phone: (208) 387-1315
sean_finn@fws.gov

Administrative Representative(s)

Sonja Scott
Administrative Officer
Science Applications
U.S. Fish and Wildlife Service
5275 Leesburg Pike, MS:3N102
Falls Church, VA 22041
Phone: (703) 358-1720
sonja_scott@fws.gov

6. U.S. Geological Survey

Technical Representative(s)

Zachary H. Bowen, Ph.D.
Landscape Program Coordinator
Ecosystems Mission Area
Fort Collins Science Center
2150 Centre Avenue, Bldg C
Fort Collins, CO 80526
Phone: (970) 226-9218
bowenz@usgs.gov

Administrative Representative(s)

Faith Graves
Contracting Officer
U.S. Geological Survey
12201 Sunrise Valley Drive,
MS205G
Reston, VA 20192
Phone: (703) 648-7356
Fax: (703) 648-7901
fgraves@usgs.gov

7. U.S. Forest Service

*USFS Research and Development
– Technical Representative(s)*

Cindy Gordon
Assistant Station Director,
Operations and Strategic Planning
Rocky Mountain Research Station
U.S. Forest Service
240 West Prospect Road
Fort Collins, CO 80526
Phone: (970) 498-1172
cindy.d.gordon@usda.gov

*USFS Research and Development
– Administrative Representative(s)*

Angela Harris
Grants Management Specialist
Rocky Mountain Research Station
U.S. Forest Service
240 West Prospect Road
Fort Collins, CO 80526
Phone: (970) 498-1248
angela.harris@usda.gov

*USFS National Forest System –
Technical Representative(s)*

Vince Archer
Regional Soil Scientist
Natural Resources
Northern Region (R1)
U.S. Forest Service
Building 26 Fort Missoula Road
Missoula, MT 59804
Phone: (406) 329-3412
vincent.archer@usda.gov

Donna Shorrock
Regional Vegetation Ecologist
Ecology
Rocky Mountain Region
U.S. Forest Service
1617 Cole Blvd, Bldg 17
Lakewood, CO 80401
Phone: (720) 636-5396
donna.shorrock@usda.gov

Rebecca Kirby
Regional Wildlife Ecologist
Wildlife, Fish, Rare Plants, and
Rangeland Management
Southwestern Region (R3)
U.S. Forest Service
333 Broadway Blvd SE
Albuquerque, NM 87102
Phone: (505) 249-2344
rebecca.kirby@usda.gov

Marisa Anderson
Ecologist
Intermountain Region (R4)
U.S. Forest Service
324 25th Street
Ogden, UT 84401
Phone: (801) 395-4951
marisa.anderson@usda.gov

*USFS National Forest System –
Administrative Representative(s)*

Rick Maestas
Acting Director

Rocky Mountain Region, Office of
Grants and Agreements (OG&A)
U.S. Forest Service
1617 Cole Blvd, Bldg 17
Lakewood, CO 80401
Phone: (719) 437-9953
richard.maestas@usda.gov

8. Natural Resources Conservation
Service

Technical Representative(s)

Weihuan “Mark” Xu
Director, Resource Inventory and
Assessment Division, SSRA
USDA Natural Resources
Conservation Service
5601 Sunnyside Avenue
Beltsville, MD 20705
Phone: (301) 504-0303
Mobile: (202) 578-6504
weihuan.xu@usda.gov

David Lindbo
Director, Soil and Plant Science
Division
USDA Natural Resources
Conservation Service
1400 Independence Avenue SW
Washington, DC 20250
Phone: (202) 720-7848
Mobile: (202) 251-3518
david.lindbo@usda.gov

Administrative Representative(s)

Aileen Anderson
Senior Grants Management
Specialist
NHQ Branch
Grants and Agreements Division
Farm Production and Conservation
– Business Center (FPAC-BC)
U.S. Department of Agriculture
Watertown Service Center
21168 State Route 232
Watertown, NY 13601-0838

Phone: (315) 221-5884
Fax: (855) 401-1956
aileen.anderson@usda.gov

9. Office of the Assistant Secretary of
Defense for Energy, Installations,
and Environment

Technical Representative(s)

Jim Allen, PE
Research Civil
Engineer/Transportation Planner
ERDC-CERL
U.S. Army Corps of Engineers
2902 Newmark Drive
Champaign, IL 61822
Phone: (217) 373-3497
james.p.allen@usace.army.mil

Elizabeth Galli-Noble
Program Director, DoD Legacy
Resource Management Program
OASD(EI&E)/ODASD(EMR)
4800 Mark Center Drive, Suite
16F16
Alexandria, VA 22350
Phone: (571) 372-8299
Mobile: (406) 581-8148
elizabeth.j.galli-noble.civ@mail.mil

Administrative Representative(s)

Lori Kruse-Johnson
SWD CESU Program Manager
U.S. Army Corps of Engineers -
Tulsa District
2488 E 81st Street
Tulsa, OK 74137
Phone: (918) 810-9419
[Lori.M.Kruse-
Johnson@usace.army.mil](mailto:Lori.M.Kruse-Johnson@usace.army.mil)

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

Technical Representative(s)

Jennifer Seiter-Moser

Acting Technical Director
Civil Engineering Programs
Engineer Research and
Development Center
U.S. Army Corps of Engineers
3909 Halls Ferry Road
Vicksburg, MS 39180
Phone: (601) 634-3750
[jennifer.m.seiter-
moser@usace.army.mil](mailto:jennifer.m.seiter-moser@usace.army.mil)

Sherry Whitaker
CESU Program Manager
Engineer Research and
Development Center
U.S. Army Corps of Engineers
3909 Halls Ferry Road
Vicksburg, MS 39180
Phone: (601) 634-2990
sherry.l.whitaker@usace.army.mil

Administrative Representative(s)

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

Technical Representative(s)

Alan Townsend
Dean, W.A. Franke College of
Forestry and Conservation
University of Montana
32 Campus Drive
Missoula, MT, 59812
Phone: (406) 243-6650
alan.townsend@umontana.edu

Lisa Gerloff
RM-CESU Executive Coordinator
W.A. Franke College of Forestry
and Conservation
University of Montana
32 Campus Drive

Missoula, MT, 59812
Phone: (406) 552-5938
lisa.gerloff@umontana.edu

Administrative Representative(s)

Nicole Thompson
Director, Office of Sponsored
Programs (ORSP)
University of Montana
32 Campus Drive
Missoula, MT 59812
Phone: (406) 243-2354
nicole.thompson@mso.umt.edu
awards@umontana.edu

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

1. Blackfeet Community College

Technical Representative(s)

Melissa Weatherwax
Director, Office of Grants and
Research
Blackfeet Community College
PO Box 819
Browning, MT 59417
Phone: (406) 338-5441 x2762
melissa@bfcc.edu

Administrative Representative(s)

Melissa Weatherwax
Director, Office of Grants and
Research
Blackfeet Community College
PO Box 819
Browning, MT 59417
Phone: (406) 338-5441 x2762
melissa@bfcc.edu

2. Boise State University

Technical Representative(s)

Bob Reinhardt
Associate Professor
Department of History
Boise State University
1910 University Drive
Boise, ID 83725
Phone: (208) 426-1367
bobreinhardt@boisestate.edu

Administrative Representative(s)

Jennifer Lutke
Post-Award Operations Manager
Office of Sponsored Programs
Boise State University
1910 University Drive
Boise, ID 83725-1135
Phone: (208) 426-5733
jenniferlutke@boisestate.edu

3. Chief Dull Knife College

Technical Representative(s)

Bill Briggs
Dean of Academic Affairs
Chief Dull Knife College
One College Drive, PO Box 98
Lame Deer, MT 59043
Phone: (406) 477-6215 x124
bbriggs@cdkc.edu

Administrative Representative(s)

Leslie Evertz
CFO
Chief Dull Knife College
One College Drive, PO Box 98
Lame Deer, MT 59043
Phone: (406) 477-6215 x132
levertz@cdkc.edu

4. Colorado State University

Technical Representative(s)

Mark Paschke
Research Associate Dean

Warner College of Natural
Resources
Colorado State University
1472 Campus Delivery
Fort Collins, CO 80523-1472
Phone: (970) 491-0760
mark.paschke@colostate.edu

Administrative Representative(s)

Kellie Reifstenzel
Senior Research Administrator
Office of Sponsored Programs
Colorado State University
2002 Campus Delivery
Fort Collins, CO 80523-2002
Phone: (970) 491-6684
kellie.reifstenzel@colostate.edu

5. Front Range Community College

Technical Representative(s)

Jennifer Lee
Natural Resources Program
Director
Front Range Community College
4616 S Shields Street
Fort Collins, CO 80526
Phone: (970) 204 8253
jennifer.lee@frontrange.edu

Administrative Representative(s)

Edward Chusid
Director Resource Development /
Senior Grant Administrator
Front Range Community College
4616 S Shields Street
Fort Collins, CO 80526
Phone: (970) 204-8441
Edward.Chusid@frontrange.edu

6. Little Big Horn College

Technical Representative(s)

Franklin Cooper
Chief Information Officer
Little Big Horn College

PO Box 370
8645 South Weaver Drive
Crow Agency, MT 59022
Phone: (406) 638-3161
cooperf@lbhc.edu

Administrative Representative(s)

Aldean Good Luck
Chief Finance Officer
Little Big Horn College
PO Box 370
8645 South Weaver Drive
Crow Agency, MT 59022
Phone: (406) 638-3152
goodluckav@lbhc.edu

7. Montana State University

Technical Representative(s)

Robert Peterson
Professor
Department of Land Resources and
Environmental Sciences
330 Leon Johnson Hall
Montana State University
Bozeman, MT 59717-3120
Phone: (406) 994-7927
bpeterson@montana.edu

Diane Debinski
Professor and Department Head
Department of Ecology
310 Lewis Hall
Montana State University
Bozeman, MT 59717-3460
Phone: (406) 994-2949
diane.debinski@montana.edu

Administrative Representative(s)

Sandy Sward
Associate Vice President for
Research Administration
Montana State University
Bozeman, MT 59717
Phone: (406) 994-5318
ssward@montana.edu

ord@montana.edu

8. Northwest College

Technical Representative(s)

Eric Atkinson
Associate Professor of Biology
Northwest College
231 W 6th Street
Powell, WY 82435
Phone: (307) 754-6018
eric.atkinson@nwc.edu

Administrative Representative(s)

Jo Ann Heimer
Business Office Manager
Northwest College
231 W 6th Street
Powell, WY 82435
Phone: (307) 754-6105
joann.heimer@nwc.edu

9. Salish Kootenai College

Technical Representative(s)

Janene Lichtenberg
Head, Department of Wildlife and
Fisheries
Salish Kootenai College
PO Box 70
Pablo, MT 59855
Phone: (406) 275-4896
janene_lichtenberg@skc.edu

Adrian Leighton
Head, Natural Resources Division
Salish Kootenai College
PO Box 70
Pablo, MT 59855
Phone: (406) 275-4948
adrian_leighton@skc.edu

Administrative Representative(s)

Audrey Plouffe
VP Business Affairs
Salish Kootenai College

PO Box 70
Pablo, MT 59855
Phone: (406) 275-4800
audrey_plouffe@skc.edu

University of Colorado Boulder
3100 Marine Street, 4th Floor
Boulder, CO 80309-0001
Phone: (303) 492-0816
ocg@colorado.edu

10. The Governors of the University of
Calgary

Technical Representative(s)

Steven Vamosi
Scientific Director, Biogeoscience
Institute
Professor, Biological Sciences
University of Calgary
2500 University Drive NW
Calgary AB T2N 1N4
Phone: (403) 210-8508
smvamosi@ucalgary.ca

Administrative Representative(s)

Andre Buret
Associate Vice-President
(Research)
University of Calgary
2500 University Drive NW
Calgary AB T2N 1N4
Phone: (403) 220-5460
aburet@ucalgary.ca

11. University of Colorado Boulder

Technical Representative(s)

Nancy Emery
Associate Professor
Ecology and Evolutionary Biology
Campus Box 0334
University of Colorado Boulder
1900 Pleasant Street
Boulder, CO 80309-0334
Phone: (303) 734-7548
Nancy.Emery@Colorado.edu

Administrative Representative(s)

Alexa Van Dalsem
Director, Office of Contracts and
Grants

12. University of Colorado Denver

Technical Representative(s)

Ekaterini Vlahos
Professor
Center of Preservation Research
College of Architecture and
Planning
University of Colorado Denver
1250 14th Street
Denver, CO 80202
Phone: (303) 315- 0573
Kat.Vlahos@UCDenver.edu

Administrative Representative(s)

Michelle Haynes
Grants and Contracts Manager
College of Architecture and
Planning
University of Colorado Denver
1250 14th Street
Denver, CO 80202
Phone: (303) 315-0027
Michelle.A.Haynes@UCDenver.edu

13. University of Denver

Technical Representative(s)

Robin Tinghitella
Associate Professor
Biological Sciences
University of Denver
2190 E Iliff Avenue
Denver, CO 80120
Phone: (303) 871-3658
robin.tinghitella@du.edu

Administrative Representative(s)

Julie Cunningham

Senior Director, Sponsored
Programs
Office of Research and Sponsored
Programs
University of Denver
2601 E Colorado Ave
Denver, CO 80208
Phone: 303-871-4039
julie.cunningham@du.edu

Jeri-Anne Lyons
Associate Vice President for
Research and Dean of the
Graduate School
Campus Box 135
University of Northern Colorado
Greeley, CO 80639
Phone: (970) 351-3616
jeri.lyons@unco.edu

14. University of Idaho

Technical Representative(s)

Dr. Lee Vierling
Associate Dean, College of Natural
Resources
University of Idaho
875 Perimeter Drive, MS1138
Moscow, ID 83844-1138
Phone: (208) 885-7911
leev@uidaho.edu

Administrative Representative(s)

Sarah Martonick
Director, Sponsored Programs
University of Idaho
875 Perimeter Drive MS 3020
Moscow, ID 83844-3020
Phone: (208) 885-6651
osp@uidaho.edu or
smartonick@uidaho.edu

15. University of Northern Colorado

Technical Representative(s)

Carman Melendrez
Director of Research Development
Office of Research and Sponsored
Programs
Carter Hall 2008
University of Northern Colorado
Greeley, CO 80639
Phone: (970) 351-1907
carman.melendrez@unco.edu

Administrative Representative(s)

16. University of Utah

Technical Representative(s)

Jeff Rose
Assistant Professor
Parks, Recreation, and Tourism
HPER-North Suite 239
University of Utah
250 South 1850 East
Salt Lake City, UT 84112
Phone: (801) 585-6297
jeff.rose@utah.edu

Administrative Representative(s)

Erica Trejo
Sponsored Project Officer
Office Of Sponsored Projects
Park Bldg, Room 210
University of Utah
201 S President's Circle
Salt Lake City, UT 84112-9011
Phone: (801) 581-6232
erica.trejo@osp.utah.edu

17. University of Waterloo

Technical Representative(s)

Brad Fedy
Associate Professor
School of Environment, Resources
and Sustainability
University of Waterloo
200 University Avenue West
Waterloo ON N2L 3G1
Phone: (519) 888-4567 x42706
bfedy@uwaterloo.ca

Administrative Representative(s)

Cliff Lam
Senior Research Finance Manager
University of Waterloo
200 University Avenue West, EC5
Waterloo ON N2L 3G1
Phone: (519) 888-4567 x47389
cliff.lam@uwaterloo.ca

18. University of Wyoming

Technical Representative(s)

David Williams
Professor and Head
Department of Botany
Aven Nelson Room 114
University of Wyoming
Laramie, WY 82071
Phone: (307) 766-2494
dgw@uwyo.edu

Administrative Representative(s)

Farrel Rapp
Director, Research Services
University of Wyoming
1000 E University Avenue
Laramie, WY 82071
Phone: (307) 766-2047
fgraf@uwyo.edu

19. Utah State University

Technical Representative(s)

Daniel MacNulty
Associate Professor
Department of Wildland Resources
Utah State University
5200 Old Main Hill
Logan, UT 84322
Phone: (435) 797-7442
dan.macnulty@usu.edu

Administrative Representative(s)

Ethan Bosshardt

Grant and Contract Officer
Sponsored Programs Office
Utah State University
1450 Old Main Hill
Logan, UT 84322
Phone: (435) 797-9089
ethan.bosshardt@usu.edu

20. Washington State University

Technical Representative(s)

Caren Goldberg
Associate Professor
School of the Environment
Washington State University
PO Box 642812
Pullman, WA 99164-2812
Phone: (509) 335-3673
caren.goldberg@wsu.edu

Administrative Representative(s)

Elizabeth Jinks
Director, Sponsored Programs
Services
Office of the Controller
French Administration Building
Washington State University
PO Box 641025
Pullman, WA 99164-1025
Phone: (509) 335-2058
elizabeth.jinks@wsu.edu
sps@wsu.edu

21. Western Colorado University

Technical Representative(s)

Briget Eastep
Associate Professor
Director, Center for Public Lands
Western Colorado University
1 Western Way
Gunnison, CO 81231
Phone: (970) 943-2248
beastep@western.edu

Administrative Representative(s)

Laura Kerr
Director, Office of Sponsored
Programs and Grants
Western Colorado University
600 N Adams Street
Gunnison, CO 81231
Phone: (970) 943-3400
lkerr@western.edu

22. Center for Large Landscape
Conservation

Technical Representative(s)

Zack Wurtzebach
U.S. Program Director
Center for Large Landscape
Conservation
PO Box 1587
Bozeman, MT 59771
Phone: (406) 586-8082
zack@largelandscapes.org

Administrative Representative(s)

Katie Pidgeon
Operations Manager
Center for Large Landscape
Conservation
PO Box 1587
Bozeman, MT 59771
Phone: (406) 586-8082
katie@largelandscapes.org

23. The Ember Alliance

Technical Representative(s)

Meg Matonis
Wildland Fire Analyst
The Ember Alliance
1631 E Lincoln Ave
Fort Collins, CO 80524
Phone: (000) 000-0000
megan@emberalliance.org

Administrative Representative(s)

Jennifer Mueller
Chief Executive Officer

The Ember Alliance
1631 E Lincoln Ave
Fort Collins, CO 80524
Phone: (000) 000-0000
jennifer@emberalliance.org

24. Piikani Lodge Health Institute

Technical Representative(s)

Kim Paul
Executive Director
Piikani Lodge Health Institute
PO Box 187
Browning, MT 59417
Phone: (406) 370-0078
kpaul@piikanilodge.org

Administrative Representative(s)

Micaela Young
Director of Development
Piikani Lodge Health Institute
PO Box 187
Browning, MT 59417
Phone: (406) 570-6659
myoung@piikanilodge.org

25. Smithsonian Institution

Technical Representative(s)

Pierre Comizzoli
Senior Program Officer
Office of the Under Secretary for
Science and Research
Smithsonian Institution
PO Box 37012, MRC 040
Washington, DC 20013-7012
Phone: (202) 633-7110
comizzolip@si.edu

Administrative Representative(s)

Karen Otiji
Director
Office of Sponsored Projects
Smithsonian Institution
PO Box 37012, MRC 1205
Washington, DC 20013-7012

Phone: (202) 633-7111
Mobile: (202) 285-9432
OtijiK@si.edu

26. Western Association of Fish and Wildlife Agencies

Technical Representative(s)

Zachary Lowe
Executive Director
Western Association of Fish and Wildlife Agencies
PO Box 190150
Boise, ID 83719
Phone: (765) 404-4986
zach.lowe@wafwa.org

Administrative Representative(s)

Cathy Campbell

Grants and Agreements
Western Association of Fish and Wildlife Agencies
PO Box 190150
Boise, ID 83719
Phone: (208) 331-9431
cathy.campbell@wafwa.org

27. Wildlife Restoration Foundation

Technical and Administrative Representative(s):

Julie Anton Randall
President
Wildlife Restoration Foundation
4006 N Tazewell Street
Arlington, VA 22207
Phone: (703) 864-7770
jantonrandall@wildlifeandparks.org

ARTICLE V. AWARD

- A. Upon signature of all parties to this Agreement, the CESU Network National Office shall administer support funding to the Rocky Mountains CESU Host University in furtherance of the Agreement, to be authorized and executed by a modification to the Agreement. The amount of funding shall be determined in accordance with CESU Council annual Host University support guidelines.
- B. Payments will be made by the Federal Agencies for work in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically, 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 4001, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).
- C. A maximum 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. paragraphs C.1., C.2., and C.3. (below). Refer to agency-specific policy and guidance for additional information regarding approval and implementation under 2 CFR 200, as appropriate (e.g., DOI-AAAP-0007 [Department of the Interior]; FAM-2015-02 [Department of Commerce]).
 1. For USFS Research (e.g., Rocky Mountain Research Station), the USFS cannot reimburse "state cooperative institutions" for indirect costs, pursuant to 7 U.S.C. § 3103(18) and 7 U.S.C. § 3319. Indirect costs may be used to satisfy USFS cost sharing requirements of at least a minimum of 20% of total project

costs. It is recommended that cost-sharing is greater than 20% in accordance with the Forest Service Handbook FSH1509.11, Chapter 70.

For USFS, National Forest System (Partnership Agreements), indirect cost rate of 17.5% identified in the CESU agreement applies and can be reimbursed to the partner. Indirect costs may be used to satisfy a portion of USFS cost-share matching requirements as long as there are other direct cost and/or in-kind contributions, such as volunteer labor. Indirect costs cannot make up a majority of the USFS cost-share matching requirements. Partner cost-share matching contributions are negotiated for each agreement on its own merits, to attempt to negotiate a dollar-for-dollar cost-share match. Partner cost-share matching contributions cannot be less than 20% of total project costs.

2. For NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 704 of Pub. L. 116-260.
 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 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 4001, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers–Civil Works).

ARTICLE VII. REPORTS AND/OR DELIVERABLES

- A. Reports in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 4001, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and Department of Defense Grant and Agreement Regulations (U.S.

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 the 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 the 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’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 Rocky Mountains CESU during the year.

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

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

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition is in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 4001, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), and DOD 3210.6-R, Department of Defense Grant and Agreement Regulations (U.S. Army Corps of Engineers-Civil Works).

ARTICLE IX. TERMINATION

Termination of this Agreement is in accordance with 2 CFR 200, as appropriate, and the related federal agency regulations, as applicable, specifically 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 4001, 33 U.S.C. § 2323(a), 10 U.S.C. § 3036(d), DOD 3210.6-R, and 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 ninety (90) 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 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.); and with all other applicable Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religion, or sex in providing of facilities and services to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. § 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, 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 U.S.C. § 1913 (Lobbying with Appropriated Moneys), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or

appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

6. LIABILITY PROVISION:

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 U.S.C. §§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 U.S.C. § 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 Government wide 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), and 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 Government wide 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), and 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 U.S.C. § 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*” 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. Includes:

- i 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).
- ii 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 U.S.C. § 7102).

8. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” the following actions by Federal employees are banned: a) any and all text messaging by while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while

on official Government business or when performing any work for or on behalf of the Government.

9. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658

a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by Executive Order 13658, and

i Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

ii Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. § 541,

iii Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage Rate.*

(1) The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Recipient shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the

Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Recipients shall consider any Subrecipient requests for such price adjustment.

(iii) The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. § 10.23, Deductions.

(6) The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

- (7) Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
 - (8) The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
 - (9) The Recipient shall follow the policies and procedures in 29 C.F.R. § 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.
- c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—
- i Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;
 - ii Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and
 - iii Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
- (2) This clause does not apply to—
- i Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;
 - ii Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

- (a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a).
- (b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b).
- (c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(1) and 29 C.F.R. § part 541).
- d) *Notice.* The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
- e) *Payroll Records.*
 - (1) The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
 - i Name, address, and social security number;
 - ii The worker's occupation(s) or classification(s);
 - iii The rate or rates of wages paid;
 - iv The number of daily and weekly hours worked by each worker;
 - v Any deductions made; and
 - vi Total wages paid.
 - (2) The Recipient shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Contracting Officer.
 - (3) The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

- (4) Failure to comply with this paragraph (e) shall be a violation of 29 C.F.R. § 10.26 and this agreement. Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Recipient's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- f) *Access.* The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) *Withholding.* The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.
- h) *Disputes.* Department of Labor has set forth in 29 C.F.R. § 10.51, Disputes concerning Recipient compliance, the procedures for resolving disputes concerning a Recipient's compliance with Department of Labor regulations at 29 C.F.R. § 10. Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
- i) *Antiretaliation.* The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance.* The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards.* The Recipient shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

10. U.S. Forest Service, National Forest System Provisions

- a) **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperator(s), at Cooperator's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- b) **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
- c) **ENDORSEMENT.** Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of cooperator's products or activities.
- d) **NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- e) **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for cooperator(s) to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- f) **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. § 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- g) **FREEDOM OF INFORMATION ACT (FOIA).** Public access to this MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. § 552).
- h) **U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.** Cooperator(s) shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- i) **DEBARMENT AND SUSPENSION.** Cooperator(s) shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should cooperator(s) or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

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, as appropriate:
 - [SF-424 – Application for Financial Assistance](#)
 - [SF-424A – Budget for Non-Construction](#)
 - [SF-424B – Assurances for Non-Construction](#)

ARTICLE XII. ATTACHMENTS/LINKS

The following documents are attached for use per agency requirements, as appropriate:

- [Request for Advance or Reimbursement, SF-270](#)
- [Federal Financial Report, SF-425](#)

ARTICLE XIII. AUTHORIZING SIGNATURES

The following authorizing signatures are attached:

U.S. DEPARTMENT OF THE INTERIOR

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

U.S. DEPARTMENT OF AGRICULTURE

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

U.S. DEPARTMENT OF DEFENSE

- I. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment
- J. U.S. Army Corps of Engineers–Civil Works

K. UNIVERSITY OF MONTANA (HOST)

- L. Blackfeet Community College
- M. Boise State University
- N. Chief Dull Knife College
- O. Colorado State University
- P. Front Range Community College
- Q. Little Big Horn College
- R. Montana State University
- S. Northwest College
- T. Salish Kootenai College
- U. The Governors of the University of Calgary
- V. University of Colorado Boulder
- W. University of Colorado Denver
- X. University of Denver
- Y. University of Idaho
- Z. University of Northern Colorado
- AA. University of Utah
- BB. University of Waterloo
- CC. University of Wyoming
- DD. Utah State University
- EE. Washington State University
- FF. Western Colorado University
- GG. Center for Large Landscape Conservation
- HH. The Ember Alliance

- II. Piikani Lodge Health Institute
- JJ. Smithsonian Institution
- KK. Western Association of Fish and Wildlife Agencies
- LL. Wildlife Restoration Foundation

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

A. Bureau of Indian Affairs

[This partner is currently inactive pending submission of signature page per Article III. A.]

Darryl LaCounte
Director, Bureau of Indian Affairs
U.S. Department of the Interior

Date

Jo Ann Metcalfe
Grant Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

B. Bureau of Land Management

**SONYA
GERMANN** Digitally signed by
SONYA GERMANN
Date: 2025.01.29
14:39:50 -07'00'

Sonya Germann
State Director
BLM Montana-Dakotas

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

C. U.S. Bureau of Reclamation

**HEIDI
MORROW**

Digitally signed by HEIDI
MORROW
Date: 2026.04.13 11:44:59
-06'00'

Heidi Morrow

Date

Director, National Programs

US Bureau of Reclamation

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

D. National Park Service

BRIAN
CARLSTROM

Digitally signed by BRIAN
CARLSTROM
Date: 2024.07.29
13:53:25 -06'00'

Brian Carlstrom
Deputy Regional Director
NPS Intermountain Region / Interior Regions 6, 7, and 8

Date



Kelvin Delaney
Branch Chief, CESU FA West

7/22/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

E. U.S. Fish and Wildlife Service

**ANNA-MARIE
YORK**

Digitally signed by ANNA-MARIE YORK
Date: 2024.10.28 13:42:30
-04'00'

Anna-Marie York
Grants Management Specialist
Science Applications

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

F. U.S. Geological Survey

**FAITH
GRAVES**

Digitally signed
by FAITH GRAVES
Date: 2024.10.28
13:50:11 -04'00'

Faith D. Graves
Contracting Officer

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. U.S. Forest Service

**RICHARD
BARHYDT**

Digitally signed by RICHARD
BARHYDT
Date: 2024.07.30 17:26:00 -06'00'

Richard Barhydt
Station Director
Rocky Mountain Research Station

Date

Leanne Marten
Regional Forester
U.S. Forest Service, Northern Region

Date

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

ANGELA HARRIS

Digitally signed by ANGELA
HARRIS
Date: 2024.07.22 17:04:26 -06'00'

Angela Harris
Grants Management Specialist
Rocky Mountain Research Station

Date

FName LName
Grants and Agreements Specialist
U.S. Forest Service, Northern Region
FS Agreement # **24-MU-00000000-000**

Date


ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

G. U.S. Forest Service

Frank McCormick
Acting Station Director
Rocky Mountain Research Station

Date

Andrea Delgado

 Digitally signed by Andrea Delgado
Date: 2024.12.11 17:24:04 -07'00'

Bunni Rae Maceo
Deputy Regional Forester
Forest Service, Rocky Mountain Region


Date

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

Angela Harris
Grants Management Specialist
Rocky Mountain Research Station

Date



 Digitally signed by LISA STREET
Date: 2024.12.05 11:16:32 -07'00'

Lisa Street
Supervisory Grants Management Specialist
Office of Grants and Agreements
U.S. Forest Service, Rocky Mountain Region
FS Agreement #24-MU-11020000-004

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

H. Natural Resources Conservation Service

LOUIS ASPEY

Digitally signed by LOUIS
ASPEY
Date: 2024.07.09 20:33:07
-04'00'

Louis Aspey
Associate Chief for Conservation

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

- I. Office of the Assistant Secretary of Defense for Energy, Installations, and Environment

GALLI-

NOBLE.ELIZABETH.J.1553297547

Digitally signed by GALLI-
NOBLE.ELIZABETH.J.1553297547
Date: 2024.05.31 10:26:42 -04'00'

Elizabeth Galli-Noble
Program Director, Department of Defense Legacy
Resource Management Program

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

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

BLACK.TIMOTHY.D
OUGLAS.111937398
7

Digitally signed by
BLACK.TIMOTHY.DOUGLAS.111
9373987
Date: 2024.10.29 09:18:09 -05'00'

10/29/2024

Timothy D. Black
Chief
ERDC Contracting Office

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

K. UNIVERSITY OF MONTANA (HOST)

Nicole L. Thompson

Nicole Thompson
Director, Office of Sponsored Programs

11/6/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

L. Blackfeet Community College

[This partner is currently inactive pending submission of signature page per Article III. A.]

Melissa Weatherwax
Director Office of Grants and Research

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

M. Boise State University

Cara Greenlee

Cara Greenlee
Director, Office of Sponsored Programs

06/28/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

N. Chief Dull Knife College



Eva Flying
President

11/6/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

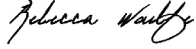
O. Colorado State University


Cassandra Moseley
VP for Research


Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

P. The State of Colorado, Department of Higher Education, by the State Board for Community Colleges and Occupational Education, for the use and benefit of Front Range Community College

DocuSigned by:

7F620C276B26453...

Rebecca Wouire, PhD
Interim President

7/31/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Q. Little Big Horn College

[This partner is currently inactive pending submission of signature page per Article III. A.]

Dr. David Yarlott, Jr.
President

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

R. Montana State University

Sandra Sward

Sandy Sward
Associate Vice President for Research Administration

June 3, 2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

S. Northwest College

Lisa M. Watson
Lisa Watson
President

11-10-2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

T. Salish Kootenai College

<hr/> Sandra Boham President	<p>DocuSigned by: <i>Michael Munson</i> A3233F6D3C1E4E4...</p> <hr/> <p>Dr. Michael Munson VP of Academic Affairs Interim President</p>	<p>6/25/2024</p> <hr/> <p>Date</p>
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ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

U. The Governors of the University of Calgary

[This partner is currently inactive pending submission of signature page per Article III. A.]

Andre Buret
Associate Vice-President (Research)

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

V. University of Colorado Boulder

DocuSigned by:

227C16E9A44A4EA...

Alex Van Dusen, Assistant Director, Contracts
Director, Office of Contracts and Grants

10/28/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

W. University of Colorado Denver

Mike Conner

Mike Conner
Sr. Contracts Associate

Nov 7, 2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

X. University of Denver

[This partner is currently inactive pending submission of signature page per Article III. A.]

Diane Anderson
Director of Research and Financial Operations

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Y. University of Idaho

Archibald A. Harner Digitally signed by Archibald A. Harner
Date: 2024.06.06 11:31:58 -07'00'

Archibald A. Harner
Asst. VP, Research Administration

sm 6/6/24

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

Z. Board of Trustees for the
University of Northern Colorado

Jeri-Anne Lyons

Jeri-Anne Lyons
Associate Vice President for Research and
Dean of the Graduate School

12/03/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

AA. University of Utah

DocuSigned by:
Brent Brown
C283126795FE46D

Brent K. Brown
Director of Sponsored Projects

6/10/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

BB. University of Waterloo

Mike Szarka

Signed with ConsignO Cloud (2024/07/08)
Verify with verifio.com or Adobe Reader.

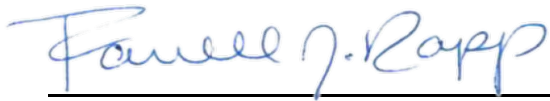


Mike Szarka
Director, Research Partnerships

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

CC. University of Wyoming



Farrel Rapp
Director, Research Services

06/24/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

DD. Utah State University

Amber Buatte

Amber Buatte
Executive Director, Sponsored Programs Office

06/06/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

EE. Washington State University



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Washington State University
Date: 2024.10.28 16:51:16
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~~AVP/DVP, Authorized Official~~

Dan Nordquist
Associate Vice President, Office of Research

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

FF. Western Colorado University



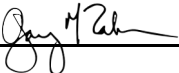
Jessica Young
Provost

6/28/2024

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

GG. Center for Large Landscape Conservation




Gary Tabor
President

June 27, 2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

HH. The Ember Alliance



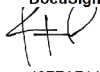
Jennifer Mueller
Chief Executive Officer

5/31/24

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

II. Piikani Lodge Health Institute

DocuSigned by:

437FA71407D44A0...

7/24/2024

Kim Paul
Executive Director

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

JJ. Smithsonian Institution

**Karen Elliott Otiji,
MA, CRA, Director**

Digitally signed by Karen Elliott Otiji, MA, CRA, Director
DN: OU=Office of Sponsored Projects, O=Smithsonian Institution
, CN="Karen Elliott Otiji, MA, CRA, Director", E=otijik@si.edu
Reason: I am the author of this document
Location:
Date: 2024.06.02 21:31:48-04'00'
Foxit PDF Editor Version: 13.0.0

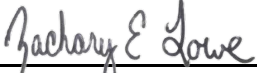
3 June 2024

Karen Otiji
Director, Office of Sponsored Projects

Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

KK. Western Association of Fish and Wildlife Agencies

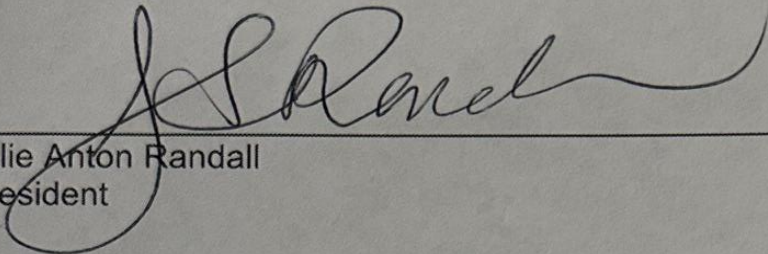


Zachary Lowe
Executive Director

06/10/2024
Date

ARTICLE XIII. AUTHORIZING SIGNATURES (cont.)

LL. Wildlife Restoration Foundation



Julie Anton Randall
President

10 June 2024
Date