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DOD ODUSD (I&E) # W9126G-14-2-0012

**ROCKY MOUNTAINS  
COOPERATIVE ECOSYSTEM STUDIES UNIT  
COOPERATIVE and JOINT VENTURE AGREEMENT**

**between**

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

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

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

**and**

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

**University of Northern Colorado  
The Governors of the University of Calgary  
Metropolitan State University of Denver  
Little Big Horn College  
Northwest College  
University of Utah  
Blackfeet Community College  
Chief Dull Knife College  
University of Waterloo  
Wildlife Conservation Society**

**ARTICLE I. BACKGROUND AND OBJECTIVES**

- A. This Cooperative and Joint Venture Agreement (hereinafter called Agreement) between the Bureau of Land Management, U.S. Bureau of Reclamation, U.S. Geological Survey, National Park Service, U.S. Fish and Wildlife Service, U.S. Forest Service, Natural Resources Conservation Service, U.S. Army Corps of Engineers – Civil Works, and Office of the Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called Federal Agencies), and the University of Montana – Missoula and its partner institutions is a continuation for a five (5) year term to provide for the operation and maintenance of the Rocky Mountains Cooperative Ecosystem Studies Unit (CESU). This continuation of the Rocky Mountains CESU is implemented by mutual consent of the parties and is consistent with the prior Agreement and the express intent of the request for proposals for that Agreement. The Rocky Mountains CESU is associated with a national network of CESUs.
- B. The objectives of the Rocky Mountains Cooperative Ecosystem Studies Unit are to:
- Provide research, technical assistance and education to federal land management, environmental and research agencies and their potential partners;
  - Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address 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. 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.

- D. The U.S. Bureau of Reclamation (hereinafter called USBR) manages, develops, and protects water and related resources in an environmentally and economically sound manner in the interest of the American public (43 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 this cooperative agreement to continue the Rocky Mountains CESU to assist in providing research, technical assistance, and education.
- E. The U.S. Geological Survey (hereinafter called USGS) serves the Nation by providing reliable scientific information to describe and understand the Earth, minimize the loss of life and property from natural disasters, manage water, biological, energy, and mineral resources, and enhance and protect our quality of life. 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. § 753a to continue the Rocky Mountains CESU to assist in providing research, technical assistance, and education.
- F. The National Park Service (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” (16 U.S.C. § 1 et seq.). In support of this broad mission, the Secretary of the Interior is authorized and directed to assure that management of units of the National Park System is enhanced by the availability and utilization of a broad program of the highest quality science and information (16 U.S.C. § 5932), and to enter into cooperative agreements with colleges and universities, including but not limited to 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 National Park System, or the larger region of which parks are a part (16 U.S.C. § 5933). 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 (16 U.S.C. § 1a-2(j)); 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 (16 U.S.C. § 1g); with State, local, or tribal governments, other Federal agencies, other public entities, educational institutions, private nonprofit organizations, or participating private landowners 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 (16 U.S.C. § 1j); 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 (per 16 U.S.C. § 1c(a)), any affiliated area, or any designated National Scenic or Historic Trail (16 U.S.C. § 1f). NPS is also authorized to provide conservation, recreation, and disaster assistance to partners to help them achieve goals of mutual interest (16 U.S.C. § 460l(1), 16 U.S.C. § 1723(c)). 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. 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. 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). In accordance with 7 U.S.C. § 3318 (b) the USFS is authorized to enter into this joint venture agreement to continue the Rocky Mountains CESU to assist in providing research, technical assistance, and education.
- I. 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 (16 U.S.C. §§ 590(a)-(f)). 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. NRCS scientists and technical specialists identify appropriate technologies in research, development, and transfer them to field staff for recommending the technologies to America's farmers and ranchers. Under Section 714 of Pub. L. 106-387, 7 U.S.C. § 6962(a), 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.

- J. 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. § 2371 in carrying out basic, applied, and advanced research projects. In accordance with 10 U.S.C. § 2358, USACE is authorized to enter into this cooperative agreement continuing the Rocky Mountains CESU, under agreement number #W912HZ-08-2-0006 for a cumulative amount not-to-exceed \$25,000,000.00.
- K. The U.S. Department of Defense Office of the Deputy Under Secretary of Defense (Installations and Environment) (hereinafter called DOD) manages nearly 30 million acres of land, and the natural and cultural resources found there, and for this Agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DOD's primary mission is national defense. DOD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DOD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with one or more of the following: 16 U.S.C. § 670(c)(1), 10

U.S.C. § 2358, 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. 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.
  
- M. The partner institutions to the Host University include Colorado State University, Montana State University, Salish Kootenai College, University of Colorado at Boulder, University of Colorado Denver, University of Idaho, University of Wyoming, Utah State University, Washington State University, University of Northern Colorado, The Governors of the University of Calgary, Metropolitan State University of Denver, Little Big Horn College, Northwest College, University of Utah, Blackfeet Community College, Chief Dull Knife College, University of Waterloo, and Wildlife Conservation Society (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;
  - 5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;

6. Make available managers to serve on the Rocky Mountains CESU Manager's Committee;
7. Comply with the Host University's and Partner Institutions' rules, regulations, and policies regarding professional conduct, health, safety, use of services and facilities, use of animals, recombinant DNA, infectious agents or radioactive substances, as well as other policies generally applied to Host University and Partner Institution personnel;
8. Ensure its employees follow the Code of Ethics for Government Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 C.F.R. 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 Federal Rocky Mountains CESU staff to campus facilities, including library, laboratories, computer facilities on the same basis or costs as other faculty members of the Host University to the maximum extent allowable under state laws and regulations;
6. Provide suitable office space, furniture and laboratory space, utilities, computer network access and basic telephone service for Federal Agencies' personnel to be located at the Host University, as appropriate;
7. Offer educational and training opportunities to participating Federal Agency employees, in accordance with the respective policies of the Federal Agencies and the Host University;
8. Encourage its students to participate in the activities of the 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 Manager's Committee and convene a meeting of this committee, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the Rocky Mountains CESU.

C. Each Partner Institution agrees to:

1. Conduct, with participating Federal Agencies and the Host University, a program of research, technical assistance, and education related to the Rocky Mountains CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Offer educational and training opportunities to participating Federal Agency employees, as appropriate; and
3. Encourage students and employees to participate in the activities of the Rocky Mountains CESU.

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

1. Maintain the Rocky Mountains CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a Rocky Mountains CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual funding documents, in accordance with each agency's procedures, to this Agreement that individually include a specific "scope of work" statement and a brief explanation of the following:
  - (a) the proposed work;
  - (b) the project contribution to the objectives of the CESU;
  - (c) the methodology of the project;
  - (d) the substantial involvement of each party;
  - (e) the project budget and schedule;
  - (f) the specific 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. Coordinate in obtaining all necessary state, federal, and tribal permits and/or permissions from private landowners in order to conduct projects occurring under this Agreement;
6. 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), as appropriate;
7. Follow OMB Circulars: A-21, "Cost Principles for Educational Institutions," as codified at 2 CFR 220; A-87, "Cost Principles for State, Local, and Indian Tribal Governments," as codified at 2 CFR Part 225; A-102, "Grants and

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

### **ARTICLE III. TERM OF AGREEMENT**

- A. This Agreement shall continue for a period of five (5) years from the effective date of execution. The effective date of this Agreement shall be 29 May 2014. Parties will have until 29 May 2014 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 2014 will not be participants in the Rocky Mountains CESU; such parties will remain in “inactive” status and ineligible to process projects under this Agreement until their official signature page has been received.
- B. By mutual consent and at the end of this Agreement, a new Agreement, for a separate and distinct 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 in writing, signed and agreed to by all signatories to this Agreement, except in cases described in Article III.C.2. (below).
  2. For amendments whose sole purpose is to add a Partner Institution and/or Federal Agency to this Agreement, each Partner Institution and Federal Agency currently participating in this Agreement will have forty-five (45) days from receipt of the amendment to either sign the amendment or object in writing to the Host University. If a Partner Institution or Federal Agency has not responded after forty-five (45) days from receipt of the amendment, its signature will not be required to make the amendment effective. The Partner

Institution and/or Federal Agency being added to the Agreement and the Host University shall sign the amendment.

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

#### **ARTICLE IV. KEY OFFICIALS**

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

1. Bureau of Land Management

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2. Bureau of Reclamation

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5. U.S. Fish and Wildlife Service

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7. Natural Resources Conservation Service

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

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C. The technical representatives for the Partner Institutions are:

1. Colorado State University

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15. University of Utah

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Phone: (801) 585-7239  
matthew.brownlee@hsc.utah.edu

Nan Ellin  
Chair, Department of City and Metropolitan Planning  
College of Architecture and Planning  
University of Utah  
375 South 1530 East, Room 201  
Salt Lake City, UT 84112  
Phone: (801) 571-7200  
ellin@arch.utah.edu

16. Blackfeet Community College

Lola Wippert  
Director, Office of Sponsored Programs  
Blackfeet Community College  
PO Box 819  
Browning, MT 59417  
Phone: (406) 338-5441 Ext. 2208  
lola@bfcc.edu

17. Chief Dull Knife College

Michelle Curlee  
Dean of Academic Affairs  
Chief Dull Knife College  
PO Box 98  
Lame Deer, MT 59043  
Phone: (406) 477-6215 Ext. 118  
mcurlee@cdkc.edu

18. University of Waterloo

Brad Fedy  
Assistant Professor, Environment and Resource Studies  
Environment and Resource Studies  
University of Waterloo

200 University Avenue West  
Waterloo, ON N2L 3G1  
Phone: (519) 888-4567  
bfedy@uwaterloo.ca

Heidi Swanson  
Assistant Professor, Department of Biology  
Department of Biology  
University of Waterloo  
200 University Avenue West  
Waterloo, ON N2L 3G1  
Phone: (519) 888-4567 Ext. 37387  
hswanson@uwaterloo.ca

19. Wildlife Conservation Society

Amanda Hardy  
Assistant Director, North America Program  
Wildlife Conservation Society  
301 North Willson  
Bozeman, MT 59715  
Phone: (406) 522-9333 Ext. 115  
ahardy@wcs.org

**ARTICLE V. AWARD**

- A. Upon signature of all parties and upon satisfactory submission of a budget and related documentation from the Host University, any newly joining Federal Agency partner shall obligate \$10,000 to award to the Host University to carry out this Agreement. For the Federal Agency partners listed under Article I. A., no further financial obligation is required.
- B. Payments will be made by the Federal Agencies for work in accordance with 2 CFR Part 215 and OMB Circular A-21, A-87, A-102, A-122, A-133, as appropriate, and the related federal agency regulations, as applicable, specifically, 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 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).
- C. A 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications or task agreements, with exceptions listed in Article V. paragraphs C.1., C.2., and C.3. (below).
  - 1. One exception is that the USFS cannot reimburse "state cooperative

institutions” for indirect costs, pursuant to 7 U.S.C. § 3103(16) 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.

2. An additional exception is that for NRCS, the indirect cost rate is limited to 10% of total direct costs for colleges, universities, and other nonprofit organizations pursuant to Section 708 of Pub. L. 107-76.
  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 Part 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 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 VII. REPORTS AND/OR DELIVERABLES**

- A. Reports in accordance with 2 CFR Part 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior) and 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 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) 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 Part 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 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 Part 215 and OMB Circular A-102, as appropriate, and the related federal agency regulations, as applicable, specifically 43 CFR Part 12 (Department of the Interior), 7 CFR Parts 3015-3052 (Department of Agriculture), 22 CFR Part 518 (Department of Defense), 10 U.S.C. § 2358, 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). Any party to this Agreement may terminate its participation by delivery of thirty (30) days advance written notice to each of the Federal Agencies and the Host University.

## ARTICLE X: REQUIRED/SPECIAL PROVISIONS

### A. Required Provisions:

1. **NON-DISCRIMINATION:** All activities pursuant to this Agreement and the provisions of Executive Order 11246; shall be in compliance with applicable requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252 42 USC § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 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, handicap, religious or sex in providing of facilities and service to the public.
2. **CONSISTENCY WITH PUBLIC LAWS:** Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress establishing, affecting, or relating to the Agreement.
3. **APPROPRIATIONS (Anti-Deficiency Act, 31 U.S.C. § 1341):** Nothing herein contained in this Agreement shall be construed as binding the Federal Agencies to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **OFFICIALS NOT TO BENEFIT:** No Member of, Delegate to, 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 Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by each respective federal agency partner at: 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph (a) (1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a) (1) of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1125 (Department of Defense), 2 CFR Part 1326 (Department of Commerce), 2 CFR 1400 (Department of the Interior), 2 CFR Part 1880 (NASA), 7 CFR Part 3017 (Department of Agriculture).

c) Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) (1) of this award term.

(2) Our right to terminate unilaterally that is described in paragraph (a) (2) or (b) of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 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. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING (Included pursuant to Department of the Interior Guidance Release – DIG-2010-04):

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

**B. SPECIAL PROVISIONS:**

1. Joint publication of results is encouraged; however, no party will publish any results of joint effort without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation of participating Federal Agencies, the Host University, and Partner Institutions, and recognizing within proper limits the rights of individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after due

notice (not to exceed 60 days) and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility of any statements on which there is a difference of opinion. Federal agencies reserve the right to issue a disclaimer if such a disclaimer is determined to be appropriate.

2. The results of any cooperative studies may be used in developing theses in partial fulfillment of requirements for advanced degrees and nothing herein shall delay publication of theses.
3. Individual modifications shall include specific plans for data management, sharing, and archiving, as appropriate.

## **ARTICLE XI: DOCUMENTS INCORPORATED BY REFERENCE**

The following are to be incorporated into this Agreement:

- A. SF-LLL, Disclosure of Lobbying Activities or Grants.gov Lobbying Form certification, identified in the agencies Funding Opportunity Announcement.
- B. Specific project award documents will incorporate the required Standard Forms for Application for Financial Assistance:
  1. SF-424 – Application for Financial Assistance
  2. SF-424a – Budget for Non-Construction
  3. SF-424b – Assurances for Non-Construction
  4. SF-424c – Budget for Construction
  5. SF-424d – Assurances for Construction

## **ARTICLE XII. ATTACHMENTS**

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

ATTACHMENT 1 – Request for Advance or Reimbursement, SF-270

ATTACHMENT 2 – Federal Financial Report, SF-425

ATTACHMENT 3 – ACH Payment Enrollment, SF-3881

ATTACHMENT 4 – Example Modification Template

## **ARTICLE XIII. AUTHORIZING SIGNATURES**

The following authorizing signatures are attached to this Agreement:

U.S. DEPARTMENT OF THE INTERIOR

A. Bureau of Land Management

- B. Bureau of Reclamation
- C. U.S. Geological Survey
- D. National Park Service
- E. U.S. Fish and Wildlife Service

U.S. DEPARTMENT OF AGRICULTURE

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

U.S. DEPARTMENT OF DEFENSE

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

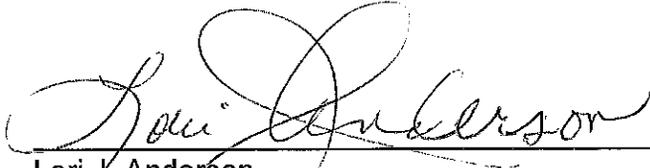
- J. The University of Montana – Missoula (HOST)
- K. Colorado State University
- L. Montana State University
- M. Salish Kootenai College
- N. University of Colorado at Boulder
- O. University of Colorado Denver
- P. University of Idaho
- Q. University of Wyoming
- R. Utah State University
- S. Washington State University
- T. University of Northern Colorado
- U. The Governors of the University of Calgary
- V. Metropolitan State University of Denver
- W. Little Big Horn College
- X. Northwest College
- Y. University of Utah
- Z. Blackfeet Community College
- AA. Chief Dull Knife College
- BB. University of Waterloo
- CC. Wildlife Conservation Society

ARTICLE XIII. AGREEMENT AUTHORIZING SIGNATURES (cont.)

A. Bureau of Land Management

*for*  
  
\_\_\_\_\_  
Jamie E. Connell  
State Director

5/9/14  
Date

  
\_\_\_\_\_  
Lori J. Anderson  
Grant Management Officer

5/8/14  
Date

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

B. U.S. Bureau of Reclamation

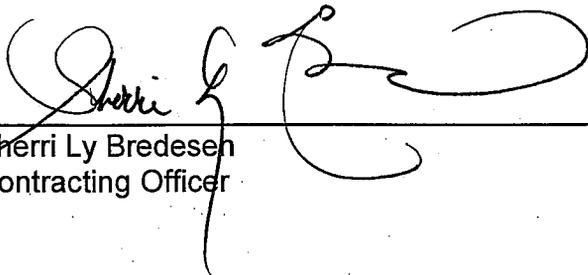
A handwritten signature in black ink, appearing to read 'Michelle Maher', written over a horizontal line.

Michelle Maher  
Grants and Cooperative Agreements Specialist

5/27/14  
Date

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

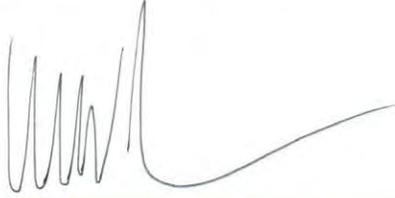
C. U.S. Geological Survey

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

05/13/14  
Date

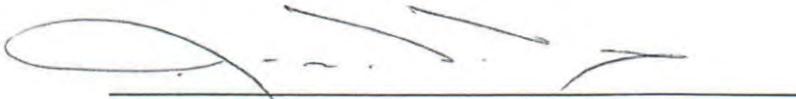
ARTICLE XIII. AGREEMENT AUTHORIZING SIGNATURES (cont.)

D. National Park Service



\_\_\_\_\_  
Andrew E. Lubner  
Contracting Officer

5/14/14  
Date



\_\_\_\_\_  
Kelvin A. Delaney  
Financial Assistance Officer

5.6.14  
Date

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

E. U.S. Fish and Wildlife Service

  
\_\_\_\_\_  
[Print Name]: *Greg Watson*  
[Print Title]: *Chief, Office of Landscape Conservation*

*5/20/2014*  
\_\_\_\_\_  
Date

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

F. U.S. Forest Service



\_\_\_\_\_  
G. Sam Foster  
Station Director, Rocky Mountain Research Station

5/16/14  
Date

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

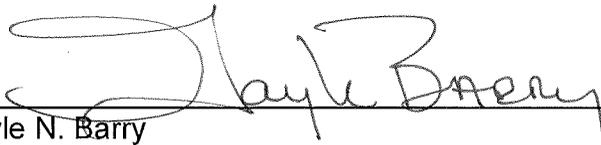


\_\_\_\_\_  
Linda Marsh  
Grants and Agreements Specialist

5-13-14  
Date

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

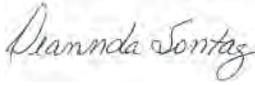
G. Natural Resources Conservation Service

  
\_\_\_\_\_  
Gayle N. Barry  
Deputy Chief for Management

May 22, 2014  
Date

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

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



Digitally signed by SONTAG.DEANNDAS.1230791909  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA, cn=SONTAG.DEANNDAS.1230791909  
Date: 2014.05.21 08:19:32 -05'00'

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Deanna Sontag  
Grants Officer

21 May 2014

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Date

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

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

**ROBICHEAUX.TRACI.  
D.1260353990**

Digitally signed by  
ROBICHEAUX.TRACI.D.1260353990  
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA, cn=ROBICHEAUX.TRACI.D.1260353990  
Date: 2014.05.29 07:21:46 -05'00'

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Traci Robicheaux  
Grants Officer  
Representing ODUSD (I&E)

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Date



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

K. Colorado State University



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David B. Doty  
Associate Director, Sponsored Programs

5/19/14  
Date

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

L. Montana State University



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Renee A. Reijo Pera, Ph.D.  
Vice President for Research

5.2.14  
Date

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

M. Salish Kootenai College



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Robert DePoe, III  
President

5-20-14

Date

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

N. University of Colorado at Boulder

  
Digitally signed by Denitta Ward  
DN: cn=Denitta Ward, o=Office of  
Contracts and Grants, ou=OCG,  
email=denitta.ward@colorado.edu, c=US  
Date: 2014.05.19 16:18:42 -06'00'

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Patricia Rankin  
Associate Vice Chancellor for Research

May 19, 2014

Date

Denitta D. Ward, JD  
Deputy Director, Office of Contracts and Grants

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

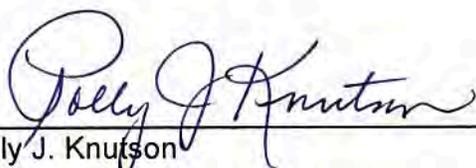
O. University of Colorado Denver

  
\_\_\_\_\_  
Adelita J. DeHerrera, JD  
Contracts Manager, Office of Grants and Contracts

5/23/2014  
Date

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

P. University of Idaho



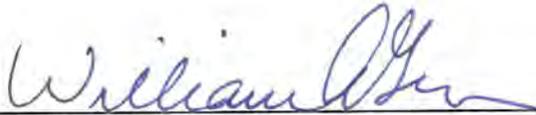
\_\_\_\_\_  
Polly J. Knutson  
Director, Office of Sponsored Programs

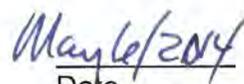
*AH*

5/9/14  
Date

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

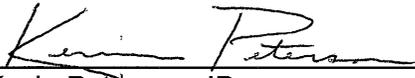
Q. University of Wyoming

  
\_\_\_\_\_  
William A. Gern  
Vice President for Research and Economic Development

  
\_\_\_\_\_  
Date

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

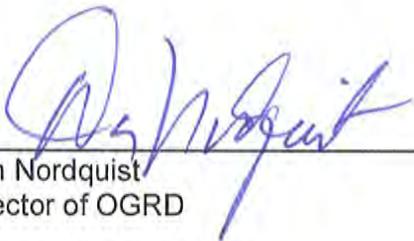
R: Utah State University

  
\_\_\_\_\_  
Kevin Peterson, JD  
Executive Director, Sponsored Programs

5/19/14  
Date

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

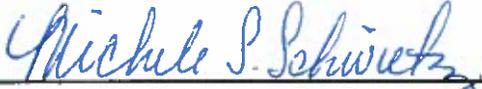
S. Washington State University

  
\_\_\_\_\_  
Dan Nordquist  
Director of OGRD

5/23/14  
Date

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

T. University of Northern Colorado

  
\_\_\_\_\_  
Michele S. Schwietz, Ph.D.  
Director, Office of Sponsored Programs

5/9/14  
Date

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

U. The Governors of the University of Calgary

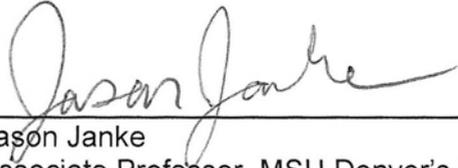
  
\_\_\_\_\_  
John Reynolds  
Director, Research Services

MAY 14 2014

\_\_\_\_\_  
Date

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

V. Metropolitan State University of Denver

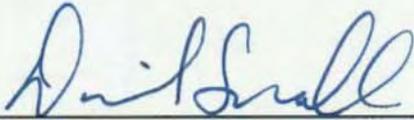


Jason Janke  
Associate Professor, MSU Denver's CESU representative

5/1/14  
Date

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

W. Little Big Horn College



\_\_\_\_\_  
David Small  
Dean of Administration

5-28-14

\_\_\_\_\_  
Date

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

X. Northwest College



Ronda Peer  
Dean of Extended Campus

5-28-14

Date

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

Y. University of Utah

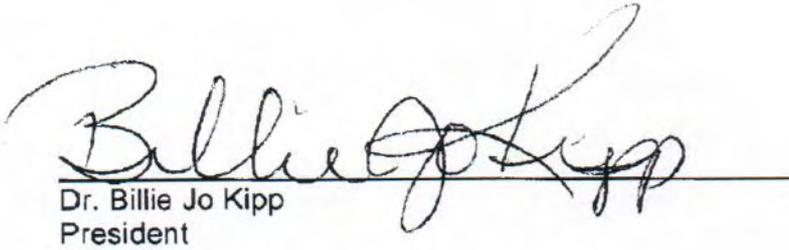


\_\_\_\_\_  
Brent K. Brown, Esq.  
Director, Office of Sponsored Projects

5/7/14  
Date

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

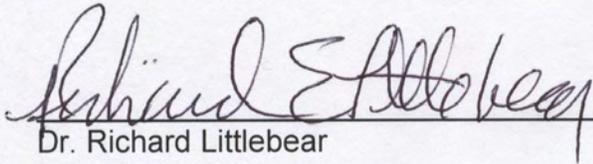
**Z. Blackfeet Community College**

  
Dr. Billie Jo Kipp  
President

5-27-14  
Date

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

AA. Chief Dull Knife College



A handwritten signature in cursive script, appearing to read "Richard Littlebear", is written over a solid horizontal line.

Dr. Richard Littlebear  
President

05/20/14  
Date

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

BB. University of Waterloo



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D.G. Dixon  
Vice President, University Research

MAY 06 2014

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Date

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

CC. Wildlife Conservation Society



A handwritten signature in black ink, appearing to read 'A Hardy', is written over a horizontal line.

Amanda Hardy  
Assistant Director, North American Program

5/21/2014  
Date