

**Cooperative Ecosystem Studies Unit**  
Cooperative Agreement No. P18AC00487

Between

THE UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

AND

**UNIVERSITY OF MARYLAND EASTERN SHORE**

**11868 ACADEMIC OVAL**

**PRINCESS ANNE, MD 21853 (THE COOPERATOR)**

DUNS No: 082611302

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CFDA: 15.945 Cooperative Research and Training Programs Resources of the National Park System

Project Title: **Provide research, technical assistance and education for resource management**

Federal Funds Obligated by this action: N/A

Total Amount of Award: \$0

Period of Performance: Date of final signature through August 31, 2023

This Agreement is made and entered into between the United States Department of the Interior, National Park Service (NPS) and the University of Maryland Eastern Shore (the Cooperator).

#### **ARTICLE I – BACKGROUND AND OBJECTIVES**

The partnership proposed by the Cooperator was selected due to merit review evaluations from the 2017 Notice of Funding Opportunity P17AS00037. The Cooperator demonstrated expertise in disciplines and subject areas of relevance to cooperative research and training. The Cooperator met the program interests of NPS with expertise, facilities, experience, diversity of programs, and history of collaborative research projects.

The Cooperator helps the NPS-CESU to meet its objectives to:

- Provide research, technical assistance and education to NPS for resource management;
- 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 NPS, universities, and their related partner institutions.

**Title: Provide research, technical assistance and education for resource management**

The CESU network seeks to provide scientifically-based information on the nature and status of selected biological, physical, and cultural resources occurring within the parks in a form that increases its utility for making management decisions, conducting scientific research, educating the public, developing effective monitoring programs, and developing management strategies for resource protection.

Studying the resources present in NPS parks benefits the Cooperator's goal of advancing knowledge through scientific discovery, integration, application, and teaching, which lead toward a holistic understanding of our environmental and natural resources.

The Cooperator is a research university, sharing research, educational, and technological strengths with other institutions. Through inter-institutional collaboration, combined with the unique contributions of each constituent institution, the Cooperator strives to contribute substantially to the cultural, economic, environmental, scientific, social and technological advancement of the nation.

The NPS expects there to be substantial involvement between itself and the Cooperator in carrying out the activities contemplated in this Agreement.

The primary purpose of this study is not the acquisition of property or services for the direct benefit or use by the Federal Government, but rather to accomplish a public purpose of support or stimulation authorized by the Legislative Authorities cited in ARTICLE II of this Agreement.

This agreement fulfills the Public Purpose of support and economic stimulation for some, or all of the following reasons:

- Projects will engage recipients, partners, communities, and/or visitors in shared environmental stewardship.
- Projects will promote greater public and private participation in historic preservation programs and activities. The project builds resource stewardship ethics in its participants.
- The information, products and/or services identified or developed by projects will be shared through a variety of strategies to increase public awareness, knowledge and support for historic preservation and stewardship of the nation's cultural and historical heritage.
- Projects will support the Government's objective to provide opportunities for youth to learn about the environment by spending time working on projects in National Parks. The NPS receives the indirect benefit of completing conservation projects.
- Projects will motivate youth participants to become involved in the natural, cultural and/or historical resource protection of their communities and beyond.
- Students gain "real world" or hands-on experience outside of the classroom of natural, cultural and/or historical resource projects.
- The scientific community and/or researchers external to NPS gains by new knowledge provided through research and related results dissemination of natural, cultural and/or historical resource information.
- Projects assist in the creation, promotion, facilitation, and/or improvement of the public's understanding of natural, cultural, historic, recreational and other aspects of areas such as ecological conservation areas, and state and local parks.

For performance under this cooperative agreement, the regulations set forth in 2 CFR, Part 200, supersedes OMB Circulars A-21 (2 CFR 220), A-87 (2 CFR 225), A-110, and A-122 (2 CFR 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit

Act follow-up apply. The Cooperator shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this agreement. In the event of a conflict between the original terms of the master agreement and 2 CFR, Part 200, relating to this task agreement, 2 CFR, Part 200 shall take precedence.

## ARTICLE II - AUTHORITY

NPS enters into this Agreement to assist in providing research, technical assistance, and education.

**a. 54 U.S.C. § 100703 - Agreements with Educational Institutions to Study National Park System Resources and Non-Park Service Resources:** The NPS is authorized and directed to enter into cooperative agreements with colleges and universities 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.

**b. 54 U.S.C. § 101702(b) – Cooperative Research and Training Programs:** 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 NPS, and to make available support such as staff, financial assistance, and supplies, as appropriate.

**c. 54 U.S.C. § 101702(a) – Agreements for the Transfer of Appropriated Funds to Carry out NPS Programs:** The NPS is authorized to enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to 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.

**d. 54 U.S.C. § 101702(d)(1) – Cooperative Agreements for National Park Natural Resource Protection:** The NPS is authorized to enter into cooperative agreements 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.

**e. 54 U.S.C. § 200103(g)(1) - Outdoor Recreation of Programs, Research and Education:** The NPS is authorized to sponsor, engage in, and assist in research relating to outdoor recreation, directly or by contract or cooperative agreements, and make payments for such purposes without regard to the limitations of section 3324(a) and (b) of title 31 concerning advances of funds when the Secretary considers such action in the public interest, (2) undertake studies and assemble information concerning outdoor recreation, directly or by contract or cooperative agreement, and disseminate such information without regard to the provisions of section 3204 of title 39, and (3) cooperate with

educational institutions and others in order to assist in establishing education programs and activities and to encourage public use and benefits from outdoor recreation.

### ARTICLE III – STATEMENT OF WORK

The parties of this agreement will work to achieve the following scope of work through subsequent task agreements and subject to the availability of funds.

A. The Cooperator agrees to:

1. Conduct, a program of research, technical assistance, and education related to the CESU objectives and allow and encourage faculty to participate in the program as appropriate;
2. Promote the application of biological, physical, and cultural information to the conservation, restoration, and management of NPS's resources for public use and/or education;
3. Encourage students and employees to participate in the activities of the CESU;
4. Allow and encourage faculty to engage in NPS research, technical assistance, and education activities related to the CESU objectives, as appropriate;
5. Encourage its students to participate in the activities of the CESU;
6. Attend the CESU Manager's Committee meeting, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the CESU;
7. Obtain research collecting permits through the appropriate NPS administrative unit for work accomplished through this Agreement and subsequent Task Agreements;
8. Participate in symposiums, conferences, or workshops to promote the understanding and use of biodiversity information on NPS parks;
9. Support professional development for youth and visitors, whenever possible, with projects under this Agreement;
10. Provide to the NPS expert consultation in support of environmental policy and management of natural and cultural resources;
11. Assist the NPS in outreach to national and international audiences with information about the resources that are supported by national parks;
12. Provide the NPS with reports, manuscripts, popular-press articles, monographs, and research data generated by personnel conducting projects under this Agreement.

B. NPS agrees to:

1. Provide administrative assistance, as appropriate, necessary to execute this Agreement and subsequent modifications;
2. Participate in project activities, research, technical assistance, and education related to the CESU objectives to the extent allowed by NPS authorizing legislation;
3. Provide opportunities for research on national park lands or using federal facilities in cooperation with NPS, as appropriate, and according to all applicable laws, regulations, and policies;

4. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
5. Make available managers to serve on the CESU Manager's Committee;
6. Ensure its employees follow the Code of Ethics for Government Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 CFR Part 2635);
7. Allow NPS employees to participate in the activities of the Cooperator, including serving on graduate committees and teaching courses, as appropriate, and as specifically determined in modifications to the Agreement; and
8. Provide substantial guidance and consultation to the Cooperator in connection with projects, as appropriate.
9. Familiarize the Cooperator with parks and park resources.
10. Provide the Cooperator with timely information on changes to park boundaries or land ownership.
11. Provide access to and use of the natural and cultural resources of units of the National Park System for appropriate research, monitoring, and educational activities of the Cooperator, except for those activities which may conflict with the values and purposes of the area as stated in Federal law or policy.

C. The Cooperator and NPS jointly agree to:

1. Maintain the 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 CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual funding documents, in accordance with NPS procedures, developed cooperatively between the NPS and Cooperator 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.

Unless otherwise specified, the terms and conditions of this Cooperative Agreement will apply to Task Agreements written under it.

5. Provide data on CESU projects to the CESU Network National Office and/or host institution in accordance with CESU Network Council guidelines as posted on the CESU Network National Office website ([www.cesu.org](http://www.cesu.org));
6. Engage in collaborative activities consistent with federal scientific and scholarly integrity directives and policies (e.g., Presidential and OSTP Scientific Integrity Memoranda), as appropriate. The Code of Scientific and Scholarly Conduct for the Department of the Interior can be found at:  
<https://www.doi.gov/sites/doi.gov/files/migrated/scientificintegrity/upload/DOI-Code-of-Scientific-and-Scholarly-Conduct-Poster-December-2014.pdf>

**ARTICLE IV – TERM OF AGREEMENT**

- A. The Agreement will become effective the date of final signature through August 31, 2023 (Expiration Date), unless terminated earlier per Article XI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).
- B. 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 NPS or the Cooperator. Amendments shall be in writing, signed, and agreed to by NPS and the Cooperator.
- C. 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 V – KEY OFFICIALS**

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:
1. **For the NPS:**
    - a. **Financial Assistance Awarding Officer (AO)**  
Keith Zotti  
NER Chief Financial Assistance Program  
National Park Service  
1234 Market Street 20<sup>th</sup> Flr  
Philadelphia, PA 19107  
keith\_zotti@nps.gov  
215-597-9153
    - b. **Agreement Technical Representative (ATR)**  
William L. Thompson  
Senior Scientist and Research Coordinator  
National Park Service - North Atlantic Coast CESU  
Univ. of RI, Coastal Institute in Kingston, #102  
1 Greenhouse Road  
Kingston, RI 02881  
bill\_thompson@nps.gov  
401-874-9504
  2. **For the Cooperator:**
    - a. **Principal Investigator**  
Dr. Joseph Pitula  
University of Maryland Eastern Shore  
Department of Natural Sciences

11868 Academic Oval  
Princess Anne, MD 21853-1299  
jspitula@umes.edu  
410-651-6128

- b. **Authorizing Official**  
Dr. Mickey L. Burnim  
J.T. Williams Hall, Suite 2107  
11868 Academic Oval  
Princess Anne, MD 21853-1299  
mburnim@umes.edu  
410-651-6101

- B. **Communications.** Cooperator shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR.
- C. **Changes in Key Officials.** Neither the NPS nor Cooperator may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

#### ARTICLE VI – AWARD AND PAYMENT

- A. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, the amount of financial assistance and any other special terms or conditions applicable to the project tasks.
- B. Either the cooperator's negotiated federal indirect cost rate, or a 17.5% indirect cost rate will be paid on work covered by the Agreement and all its modifications or task agreements. Non-CESU sub-recipients may be asked to follow the rate, but may not be required.
- C. Cooperator shall request payment in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
  2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Cooperator to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is

received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
  4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
  5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Cooperator.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Cooperator is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Cooperator when they submit a request for payment. The Cooperator must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Cooperator to support the payment request prior to approving the release of funds, as deemed necessary. The FA Cooperator is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- D. **System for Award Management (SAM).** In order to receive a financial assistance award and to ensure proper payment, it is required that Cooperator maintain their registration with SAM, accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Cooperator may have with the Federal government.
- E. **Anti-Deficiency Act.** Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- F. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior



approval from the NPS AO. The Cooperator shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

- G. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Cooperator in its regular operations as the result of the Cooperator's written travel policy. If the Cooperator does not have written travel policies established, the Cooperator and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- H. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- I. **Cooperator Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Cooperator must meet their cost share commitment over the life of the award.
- J. Nothing herein shall be construed as obligating the NPS to expend, or as involving the NPS 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 VII – PRIOR APPROVAL

The Cooperator shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

#### ARTICLE VIII – INSURANCE AND LIABILITY

- A. **Insurance.** The Cooperator shall provide coverage under the Maryland Tort Claims Act, only.
- B. **Insured.** The federal government shall be named as an additional insured under the Cooperator's insurance policy.
- C. **Indemnification.** The Cooperator will provide indemnification provisions as valid to the extent permitted by application Maryland law. To the extent permitted by Maryland law, the Cooperator hereby agrees to pay the United States the full value for all damage to the lands or other property of the United States caused by the Cooperator, its officers, employees, or representatives.

The Cooperator hereby agrees to provide workers' compensation pursuant to Maryland law.

The Cooperator hereby agrees to cooperate with NPS, to the fullest extent permitted by Maryland law, in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the Cooperator, its agents, and employees.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Cooperator in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with the Cooperator that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Cooperator, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Cooperator will constitute termination of this Agreement by NPS.

Any tort liability of Cooperator, its officers, employees, and representatives, arising out of damage or destruction to a building or facility related to this agreement, shall be subject to and/or limited by applicable Maryland law.

- D. **Flow-down:** For the purposes of this Article VIII, "Cooperator" includes such sub-Cooperators, contractors, or subcontractors as, in the judgment of the Cooperator and subject to the NPS's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this Article VIII.

#### ARTICLE IX – REPORTS AND/OR DELIVERABLES

- A. Specific projects, tasks or activities for which funds are advanced will be tracked and reported by **annual** submission of a SF-425 Federal Financial Report (FFR) and narrative Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For the final SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS Agreements Technical Representative (ATR).
- B. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- C. An electronic version of the final report and separate abstract suitable for public distribution will be submitted by the Recipient to the ATR. The ATR will send the final

report electronically to NPS's Technical Information Center and carbon-copy the CESU Research Coordinator. Please send Catherine Kisluk at Technical Information Center (TIC) one hard copy and one digital copy of the final report and abstract. Mail the hard copy to: NPS Technical Information Center (TIC) 12795 West Alameda Parkway, Lakewood, Colorado 80228 Attn: Catherine Kisluk and email the digital version to [catherine\\_kisluk@nps.gov](mailto:catherine_kisluk@nps.gov) and cc the CESU Research Coordinator.

## ARTICLE X – PROPERTY UTILIZATION

All equipment and facilities furnished by NPS will be on a loan basis. Equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement.

## ARTICLE XI – MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS AO and the authorized representative of Cooperator.
- B. Additional conditions may be imposed by NPS if it is determined that the Cooperator is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

## ARTICLE XII – GENERAL AND SPECIAL PROVISIONS

- A. **General Provisions**
  - 1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
    - a. **Administrative Requirements:** *2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*
    - b. **Determination of Allowable Costs:** *2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*
    - c. **Audit Requirements:** *2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*
    - d. **Code of Federal Regulations/Regulatory Requirements:** *2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;*

*2 CFR 180 & 1400*, "Non-Procurement Debarment and Suspension", previously located at 43 CFR Part 42, "Governmentwide Debarment and Suspension (NonProcurement)";

*43 CFR 18*, "New Restrictions on Lobbying";

*2 CFR Part 175*, "Trafficking Victims Protection Act of 2000";

*FAR Clause 52.203-12, Paragraphs (a) and (b)*, Limitation on Payments to Influence Certain Federal Transactions;

*2 CFR Part 25*, System for Award Management ([www.SAM.gov](http://www.SAM.gov)) and Data Universal Numbering System (DUNS); and

*2 CFR Part 170*, "Reporting Subawards and Executive Compensation".

2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (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 federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
  
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - 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 Members or official, at his request, or to Congress or such official, through the proper official channels, requests for 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. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds

found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS 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.
5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all Cooperators of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Cooperator is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Cooperator represent its self as such to third parties. NPS employees are not agents of the Cooperator and will not act on behalf of the Cooperator.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Cooperator or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable,

shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Cooperator or its representatives. No representative of Cooperator shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Cooperator. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Cooperator shall comply with the provisions of the Fly America Act (49 USC 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

## B. Special Provisions

1. **Public Information and Endorsements.**
  - a. Cooperator shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Cooperator represents. No release of information relating to this award may state or imply that the Government approves of the Cooperator's work products, or considers the Cooperator's work product to be superior to other products or services.
  - b. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
    1. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
  - c. Cooperator must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific

text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

- d. Cooperator further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

2. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice 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 for any statements on which there is a difference of opinion.
3. **Rights in Data.** The Cooperator must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Cooperator, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. **Retention and Access Requirements for Records.** All Cooperator financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337.
5. **Audit Requirements.**
  - a. Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=d iv6>
  - b. Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
  - c. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial

