

**COOPERATIVE AGREEMENT
H1818 05 0008**

Between

**THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

And

VERMONT INSTITUTE OF NATURAL SCIENCE

This Cooperative Agreement is entered into by and between The Vermont Institute of Natural Science of Vermont (hereinafter also known as the Cooperator) and the United States Department of the Interior, National Park Service (hereinafter also known as the Service).

ARTICLE I – BACKGROUND AND OBJECTIVES

The Cooperator is a private, non-profit membership organization governed by an elected board of Trustees. Founded in 1972, the Cooperator's mission is to protect Vermont's natural heritage through environmental education and research. Its educational programs, whether for children or adults are directed toward developing an understanding of the human interrelationship with, and dependence upon, the natural world. The Conservation Biology Department conducts ecological research with an emphasis on long-term population monitoring, to guide natural resource planning for the conservation of biological diversity.

Such studies, whether performed and/or financed by the Service, the Cooperator, or other institutions or persons, will be valuable to the educational and research programs of the Cooperator and will be valuable and necessary for the management of the areas and resources under the jurisdiction of the Service.

Public Law 102-350 established the Marsh-Billings National Historical Park in part to "(1) interpret the history and evolution of conservation stewardship in America; (2) recognize and interpret the contributions ... of George Perkins Marsh, pioneering environmentalist, author of Man and Nature, statesman, lawyer, and linguist; (3) recognize and interpret the contributions of Frederick Billings, conservationist, pioneer in reforestation and scientific farm management, lawyer, philanthropist, and railroad builder, who extended the principles of land management introduced by Marsh; ... and (4) recognize the significant contributions of Julia Billings, Mary Billings French, Mary French Rockefeller, and Laurance Spelman Rockefeller in perpetuating the Marsh-Billings heritage;" and pursuant to Public Law 105-277, the Marsh-Billings National Historical Park is hereinafter referred to as the Marsh-Billings-Rockefeller National Historical Park.

As part of its implementation of Public Law 102-350, the NPS has established a Conservation Study Institute (CSI) to conduct a comprehensive and multidisciplinary program on conservation history and practice incorporating (1) activities of education, training, and interpretation; (2)

research including preparation of studies, plans, and other conservation projects; and (3) technical assistance and information extension for the NPS, its parks, programs, and partners; the State of Vermont; and other similar areas and programs elsewhere.

The Service and the Cooperator mutually desire to cooperate in executing this Agreement in order to conduct scientific research, monitoring, and interpretive activities for the general good of the scientific community so as to increase basic knowledge and understanding in areas of inquiry of relevance to the Service's mission to protect and manage the natural and cultural resources of the national park system and other similar areas elsewhere.

Both parties to this Cooperative Agreement desire to cooperate with one another for their mutual benefit and for the general benefit of the people of the United States and future generations.

It is contemplated that there will be substantial involvement, as specified in Article III of this Cooperative Agreement, by the Service in the work of the Cooperator.

In the interest of the mutual advantage in attainment of common objectives, the parties hereto desire to cooperate and mutually agree to develop specific working Task Agreements and work plans for research, education, and training activities relating to the protection of the natural and cultural resources of the Service.

ARTICLE II - AUTHORITY

The Act of August 25, 1916, as amended, *16 U.S.C. § 1, 2-4 (1988)*, declares that the Service will promote and regulate the use of the various federal areas known as units of the national park system by such means and measures as conform to the fundamental purpose of the national park system, which purpose is to conserve the scenery and natural and historic objects and the wildlife 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. § 1g provides broad authority for the National Park Service to, "in fiscal year 1997 and thereafter 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 non-profit organizations for the public purpose of carrying out National Park Service programs pursuant to *section 6305 of Title 31* to carry out public purposes of National Park Service programs."

16 U.S.C. § 1a-2(j) authorizes the Secretary of the Interior, in order to facilitate the administration of the national park system, to carry out the following activity under such terms and conditions as he may deem advisable: "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 programs concerning the resources of the national park system, and, pursuant to any such agreements, to accept from and make available to the cooperator such technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units as the Secretary deems appropriate; except that

this paragraph shall not waive any requirements for research projects that are subject to the *Federal procurement regulations*."

ARTICLE III – STATEMENT OF WORK

A. The Cooperator agrees to:

1. make available to the Service, subject to availability and negotiation, use of its office, laboratory, and storage space, reference facilities, equipment, and services.
2. provide access to computer facilities and services to Service personnel.
3. encourage appropriate staff cooperation to provide consultation services to the Service on natural and cultural resources management issues, including participation in resources management scoping sessions held periodically in selected parks;
4. organize and conduct field trips, seminars, and workshops which would take place in or feature units of the national park system and which would provide scientific or management information useful to the Service as well as the academic community;
5. employ students, staff, and other research and support personnel to conduct individual research projects funded under this Agreement; and
6. provide the Service with comprehensive reports, project papers, and research data generated by personnel from projects conducted under this Cooperative Agreement or from unfunded projects conducted by Cooperator personnel within units of the national park system.

B. The Service agrees to:

1. support staff and other Cooperator personnel as necessary to conduct studies as defined and funded by the Service under separate Task Agreements to this Cooperative Agreement;
2. provide funding for services on a per project basis;
3. allow Service scientists to participate in Cooperator conducted seminars and to deliver lectures on subjects related to the Service mission without charge to the Cooperator and contingent upon Cooperator review of the qualifications of participating Service personnel;
4. periodically provide other staff to give orientations and lectures and to participate in workshops and scoping sessions related to resources management and other management needs of the Service;
5. comply with the Cooperator's regulations regarding the use of services and facilities;

6. 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;
7. provide a description of Service management needs through appropriate planning documents and from direct contacts between specific park staff and the Cooperator;
8. provide space in park areas for Cooperator personnel for lectures, workshops, storage and temporary office needs, and lodging and/or camping, and provide prearranged logistical support, when available and when directly related to the intent of this Agreement; and
9. provide necessary permits (e.g., collecting, special use, and research) subject to park approval, and assist Cooperator scientists in securing Antiquities Act permits, as needed, for work conducted within a park unit under this Cooperative Agreement.

C. The Service and Cooperator jointly agree to:

1. meet together periodically, and with other cooperators, to coordinate activities and track progress and expenditures of individual projects; and
2. plan and develop interpretive and educational materials and programs about individual projects, such as brochures, news releases, media contacts, signs, exhibits, field trips, and school activities, and acknowledge involvement of all partners in published materials and project information/publicity.

ARTICLE IV – TERM OF AGREEMENT

This Cooperative Agreement will become effective upon signature of both parties and extend for a period of five (5) years from the effective date, unless terminated earlier in accordance with Article XI. The expiration of the Cooperative Agreement will not affect the validity or duration of any Task Agreement or Modification to a Task Agreement which has 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 Service:

Local/Coordinating
Greg Shriver
Coordinator

Northeast Temperate Network
54 Elm Street
Woodstock, Vermont 05091
email: greg_shriver@nps.gov
telephone: (802) 457-3368 ext 37
facsimile: (802) 457-3405

Rolf Diamant
Superintendent
Marsh-Billings-Rockefeller NHP
54 Elm Street
Woodstock, Vermont 05091
email: rolf_diamant@nps.gov
telephone: (802) 457-3368 Ext. 15
facsimile: (802) 457-3405

Nora Mitchell
Director
Conservation Study Institute
54 Elm Street
Woodstock, Vermont 05091
email: nora_mitchell@nps.gov
telephone: (802) 457-3368 ext. 17
facsimile: (802) 457-3405

Signatory/Administrative

Linda McFarland
Contracting Officer
Acadia National Park
P.O. Box 177
Bar Harbor, Maine 04609
email: linda_mcfarland@nps.gov
telephone: (207) 288-8713
facsimile: (207) 288-870

2. For the Cooperator:

Local/Coordinating

Chris Rimmer
Director, Conservation Biology Department
Vermont Institute of Natural Science
2723 Church Hill Rd.

Woodsck, VT 05091
Email: crimmer@vinsweb.org
Phone: (802) 457-2779 (xt120)
Fax: (802) 457-1053

Jason Drebitko
President and CEO
Vermont Institute of Natural Science
2723 Church Hill Road
Woodstock, Vermont 05091
email: jdrebitko@vinsweb.org
Phone: (802) 457-2779 (xt105)
Fax: (802) 457-1053

- B. **Communications** - The Cooperator will address any communication regarding this Agreement to the Service key official.
- C. Neither the Service nor the 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

The commitment of funds in furtherance of this Cooperative Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, amount of requested financial assistance, and any other special terms or conditions applicable to that project.

The Cooperator shall be reimbursed for indirect costs at the negotiated rate of 20.0% of Modified Total Direct Costs for each Task Agreement. The Cooperator will contribute the balance of its standard indirect cost rate as services-in-kind support to each individual Task Agreement.

The Cooperator will submit requests for reimbursement on Standard Form 270 (SF-270), Request for Advance or Reimbursement, original and two copies, to the Service key official. Payment will be made no more frequently than quarterly and will be paid by Electronic Funds Transfer.

ARTICLE VII - PRIOR APPROVAL

The Cooperator shall obtain prior approval for budget and program revisions, in accordance with OMB circular A-110 as codified by 43 CFR §12.925.

ARTICLE VIII - LIABILITY

The Cooperator agrees:

- A. to 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 act or omission of the Cooperator, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. to purchase public and employee's liability insurance at its own expense 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 Two Million Dollars (\$2,000,000) for any number of claims arising from any one incident. The policies shall name the National Park Service as an additional insured, shall specify that the insured shall have no right of subrogation against the National Park Service 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. Prior to beginning the work authorized herein, the Cooperator shall provide the Service with confirmation of such insurance coverage.
- C. to provide workers' compensation protection to Cooperator officers, employees, and representatives.
- D. 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.
- E. that, in the event of damage to or destruction of Service 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 the Service to replace or repair the buildings or facilities. If the Service 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, the Service 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 the Service.
- F. to cooperate with the Service in the investigation and defense of any claims that may be filed with the Service arising out of the activities of the Cooperator, its agents, and employees.

ARTICLE IX – REPORTS AND/OR DELIVERABLES

- A. Funds for specific projects or activities will be tracked and reported by annual submittal of Standard Form 269, Financial Status Report by the Cooperator.
- B. Reports and other deliverable items shall be defined within each Task Agreement. Deliverables may include, but not be restricted to, performance and technical reports, oral briefings, photographs, slides, maps, and data. The delivery schedule and receiving location of reports and other deliverables shall be set forth in each Task Agreement.
- C. The Cooperator will keep records concerning this Agreement in accordance with the requirements of Article XII, Paragraph A, General Provisions, and all applicable Office of Management and Budget Circulars. The Cooperator will give the Service and the Comptroller General of the United States, or any authorized representative, access to and the right to examine all records related to this Agreement. The Service will give the Cooperator or any authorized representative the right to examine any records related to this Agreement that otherwise would be available to the Cooperator under the *Freedom of Information Act*, 5 U.S.C. §552.

ARTICLE X – PROPERTY UTILIZATION

Any tools, equipment, and facilities furnished by the Service will be on a loan basis and will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 43 *CFR* §12.933 through 12.935 apply to this Agreement. The specific method for disposition of equipment acquired by the Cooperator with funds obligated by Task Agreements under this Cooperative Agreement will be mutually agreed to prior to any disposition.

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Cooperative Agreement may be modified only by a written instrument executed by the parties.
- B. Either party may terminate this Cooperative Agreement by providing the other party with thirty (30) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences.

ARTICLE XII - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. **OMB Circulars and other Regulations** - The following OMB Circulars and other regulations are incorporated by reference into this Cooperative Agreement:

- (a) *OMB Circular A-21, "Cost Principles for Educational Institutions."*

- (b) *OMB Circular A-110*, as codified by 43 *CFR Part 12, Subpart F*, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations."
 - (c) *OMB Circular A-133*, "Audits of States, Local Governments, and Non-Profit Organizations."
 - (d) 43 *CFR Part 12, Subpart D*, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)."
 - (e) 43 *CFR Part 12, Subpart E*, "Buy American Requirements for Assistance Programs."
 - (f) *FAR Clause 52.203-12*, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions."
2. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; 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 - 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 Members of Congress on the request of 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. Violations of this section shall constitute violations of section 1352(a) of title 31.
4. **Anti-Deficiency Act** - 31 *U.S.C. § 1341* - Nothing contained in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in

excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations or allocations.

5. **Minority Business Enterprise Development - Executive Order 12432** - It is national policy to award a fair share of contracts to small and minority firms. The Service is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR § 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR § 12.76 for State and Local Governments.

B. Special Provisions

1. Public Information

- (a) The Cooperator will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the Cooperator represents. No release of information relating to this Agreement may state or imply that the Government approves of the work product of the Cooperator or considers the Cooperator's work product to be superior to other products or services.
- (b) The Cooperator will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

"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) The Cooperator will obtain prior approval from the Service key official for any public information release which refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official who will forward such materials to appropriate Service personnel for timely approval.
- (d) The Cooperator agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

2. Publication of Results of Studies

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication 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.

All data, documentation, and information of any kind produced under this Agreement, including all research notes, shall be delivered to the Service on or before the termination date of the specific Task Agreement. The Cooperator hereby grants the United States of America a world-wide, 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, 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.

ARTICLE XIII - ATTACHMENTS

The circulars, regulations, and forms previously specified in this Cooperative Agreement are incorporated by reference and made a part of this Cooperative Agreement. In addition, the following forms are attached to and made a part of this Cooperative Agreement:

1. DI-2010, U.S. Department of the Interior Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirement and Lobbying. (can be downloaded from http://www.doi.gov/oirm/formsmgt/fm_forms.html)
2. Standard Form LLL (SF-LLL), Disclosure of Lobbying Activities. (can be downloaded from <http://www.whitehouse.gov/OMB/grants/index.html#forms>)

ARTICLE XIV - SIGNATURES

IN WITNESS HERETO, the parties hereto have executed this Cooperative Agreement on the date(s) set forth below.

FOR VERMONT INSTITUTE OF NATURAL SCIENCE



Jason Drebitko
President and CEO
Vermont Institute of Natural Science
2723 Church Hill Road
Woodstock, Vermont 05091

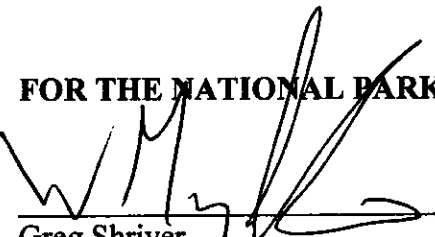
5.10.05
Date



Chris Rimmer
Director, Conservation Biology Department
Vermont Institute of Natural Science
2723 Church Hill Road
Woodstock, Vermont 05091

5/10/05
Date

FOR THE NATIONAL PARK SERVICE



Greg Shriver
National Park Service
Northeast Temperate Network
54 Elm Street
Woodstock, Vermont 05091

5/18/05
Date



Nora Mitchell
National Park Service
Conservation Study Institute
54 Elm Street
Woodstock, Vermont 05091

5/18/05
Date



Rolf Diamant
Superintendent
Marsh-Billings-Rockefeller NHP
54 Elm Street
Woodstock, VT 05091

5/18/2005
Date



Linda McFarland
Contracting Officer
Acadia National Park
P.O. Box 177
Bar Harbor, ME 04609

5/20/05
Date