

**DEPARTMENT OF THE ARMY
U.S. ARMY CONSTRUCTION ENGINEERING RESEARCH LABORATORY
2902 NEWMARK DRIVE, P. O. BOX 9005
CHAMPAIGN, ILLINOIS 61826-9005**

**GREAT PLAINS
COOPERATIVE ECOSYSTEMS STUDIES UNIT (CESU)
AGREEMENT No. W9132T1820005**

- 1. Cooperative Agreement Title:** "Monitoring Population Health, Spatial Ecology, And Microbiome Diversity of The Texas Horned Lizard on Tinker Air Force Base, Oklahoma"
- 2. Administrative Note:** This agreement is issued under the terms of the Great Plains CESU Agreement.
- 3. Recipient Name and Address:**

University of Oklahoma
c/o Office of Research Administration
1000 ASP AVE RM 105
Norman, OK 73019-4039

Principal Investigator: Cameron Siler
Phone: (405) 325-3718
E-mail: camsiler@ou.edu

Tax ID No: 731377584
DUNS No: 848348348
CAGE CODE: 3G168
FICE Code: 003170
CFDA Number 12.630

4. Purpose: The purpose of this cooperative agreement between the Engineer Research and Development Center - Construction Engineering Research Laboratory (ERDC-CERL) and The University of Oklahoma is to conduct collaborative research. This research shall be conducted in accordance with the Recipient's CESU Technical Proposal titled "Monitoring Population Health, Spatial Ecology, And Micro biome Diversity of The Texas Horned Lizard on Tinker Air Force Base, Oklahoma" received July 13, 2018 and any amendments thereto, which is incorporated herein by reference.

5. Statement of Work: The statement of work is included as Exhibit 1 attached to this document.

6. Award Amount and Funding Information:

Purchase Request Number: W81EWF-8135-9574

Accounting and Appropriation Data:
5783400 308 1821 EMO6AS 01 53475 28853F 387700 F87700 F2MUAA8080GW05
UNIT OF ISSUE: Job
CLIN: 0001 ACRN: AA

Award Amount: \$112,721.00
Funded Amount: \$33,905.00 (See Section 11 below)

7. Grant Officer's Technical Representative (GOTR): Pat Guertin

ERDC-CERL
ATTN: CECER-CN-N (Mr. Pat Guertin)

P.O. Box 9005
Champaign, IL 61826-9005
Phone: 217-373-5857
Email: Patrick.J.Guertin@usace.army.mil

The authorities of the GOTR are limited. Exhibit 2 is the delegation of the responsibilities and the authorities of the GOTR.

8. Additional Periods of Research:

The Recipient's CESU proposal includes the following additional phases of research:

Phase Name	Amount	Number of Months
Phase II	\$40,915.00	12 months
Phase III	\$37,901.00	12 months

See Article 21 of Attachment A for restrictions on the obligation to fund the additional phases identified above.

In the event it is determined that additional studies will be required beyond the time frame of this agreement, the Recipient may be requested to provide a proposal for continuation of the project and any subsequent work will be funded by modification to this agreement.

9. Administered by: The Construction Engineering Research Laboratory of the Engineer Research and Development Center (ERDC-CERL) and the Office of Naval Research (ONR). The ONR office that will perform these duties is identified below:

Office of Naval Research
140 Sylvester Road, Bldg. 140 Rm 218
San Diego, CA 92106-3501

Phone: (619) 221-5600
Phone: (619) 221-5495
ONR_San_Diego@navy.mil
UIC: N66018

10. Terms and Conditions: This Cooperative Agreement is subject to the General Terms and Conditions set forth in Attachment A.

11. Period of Funding Availability: Twelve months from the date of award. The period of performance will be extended for an additional 12 months for each additional research phase that is funded. The total period of performance shall not exceed 36 months.

12. Reporting Requirements: Reporting Requirements are pursuant to the requirements in Attachment A, General Terms and Conditions; the Recipient's CESU Technical Proposal incorporated herein by reference; and Exhibit 1.

13. Payments: Payments will be made pursuant to the "Payments" article in Attachment A by Electronic Funds Transfer (EFT). The Recipient will be notified, if any of the information contained in this paragraph changes.

The payment office is: DFAS -DEAMS
ACCTG DISB STA NR 387700
27 ARKANSAS ROAD
LIMESTONE ME 04751-6216

The following codes for electronic invoicing and payment apply to this cooperative agreement:

Payment Office DoDAAC: F87700

Issue by DoDAAC: W9132T

Ship to DoDAAC: W9132T

Fiscal Station Number: 387700

Admin DoDAAC: N66018

If the Recipient has a resident DCAA that they would like copied, they may add their DCAA DoDAAC.

The Recipient shall:

- * **Submit original Grant Voucher directly to the iRAPT application of Wide Area Workflow (WAWF) at <https://wawf.eb.mil>.**
- * Attach progress reports as required in Exhibit 1, proposal revisions
- * **Send electronic email notifications in iRAPT to the following:**
 - ** Administration Office listed above, Agreement Specialist assigned to the Recipient's Institution
 - ** **CERL.Invoicing@usace.army.mil**.
 - ** GOTR listed above

The Administration Office will: The Administration Office in coordination with the GOTR will determine if the Grant Voucher should be paid.

- * review the Grant Voucher
- * request payment recommendations from the GOTR by email.
- * Copy **CERL.Invoicing@usace.army.mil** on the payment recommendation email
- * The Administration Office shall approve or reject the invoice in iRAPT based on the GOTR recommendation. The GOTR approval email must be included as an attachment in iRAPT.

The GOTR will:

- * Within two (2) work days after Administration Office notification of the Recipient's payment request, the GOTR will make payment recommendations to the Administration Office based on the Recipient's progress to-date and copy **CERL.Invoicing@usace.army.mil**.

14. Miscellaneous Provisions:

- a. Attachment A containing additional terms and conditions of this Cooperative Agreement is attached hereto and made a part hereof.
- b. Attachment B containing certifications and representations is attached hereto and made a part hereof.
- c. Notwithstanding the recipient's technical and cost proposals, the Government's obligation to the recipient is restricted to the funding stated in Paragraph 6 above.

d. The Recipient shall furnish the personnel reflected in the CESU Technical Proposal dated July 13, 2018, incorporated herein by reference, for the performance of this project. Replacement of any personnel shall require a two-week prior notification to the GOCR. Replacement personnel shall possess not less than an equivalent education/experience level than the originally proposed individual.

THIS COOPERATIVE AGREEMENT, W9132T182005, IS BEING ENTERED INTO PURSUANT TO 10 U.S.C. 2358.

FOR THE RECIPIENT:

University of Oklahoma

(Signature) 

(Date) 8/21/18

Name: Andrea Deaton, CRA

Title: Associate Vice President for Research

Title: _____

FOR THE UNITED STATES OF AMERICA:

(Signature)

(Date)

Name: Andrea Thomas

Title: Grants Officer

ATTACHMENT A

GENERAL TERMS AND CONDITIONS FOR COOPERATIVE AGREEMENTS WITH EDUCATIONAL INSTITUTIONS AND OTHER NONPROFIT ORGANIZATIONS

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1. PAYMENTS

Recipients shall request payments in compliance with 2 CFR Part 200.305. Payments shall be made under the reimbursement method. Recipients shall submit requests for payment using SF 270/Grant Voucher, Request for Advance or Reimbursement, no more frequently than monthly. The original SF 270/Grant Voucher shall be submitted via WAWF to the ONR activity identified in Paragraph 9 of the Agreement Schedule, with a copy to the GOTR listed in Paragraph 7. Payments will be made upon approval of the GOTR in accordance with Paragraph 13 of the schedule. A SF 270 can be downloaded from <http://www.onr.navy.mil/Contracts-Grants/manage-grant/grants-forms-download.aspx>.

2. ALLOWABLE COSTS

The allowability of costs incurred by educational institutions that may be recipients or subrecipients of awards subject to this part, or contractors under such awards, is determined in accordance with 2 CFR 200, Subpart E. This regulation may be obtained at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

3. COST-SHARING

Cost-sharing amounts, if any, identified in the agreement documents must meet the criteria specified in 2 CFR 200.306.

4. PROGRAM INCOME

The recipient shall account for program income related to this agreement in accordance with 2 CFR 200.307

5. REVISION OF BUDGET/PROGRAM PLANS AND AMENDMENT OF THE COOPERATIVE AGREEMENT

(a) The only method by which this Cooperative Agreement can be amended is by a formal, written amendment signed by the grants officer. No other communications, whether oral or in writing, are valid. However, prior written approval of the grants officer is NOT required for the following actions in accordance with 2 CFR 200.308

(1) Incurring project costs 90 calendar days before the Federal awarding agency makes the Federal award. Expenses more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the Federal awarding agency makes the Federal award are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). See also 2 CFR 200.458: Pre-award costs;

(2) Carrying forward unobligated balances to subsequent funding periods.

(3) The transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project does not exceed the Simplified Acquisition Threshold and the cumulative amount of such transfers does not exceed (or is not expected to exceed) 10 percent of the total budget as last approved by the Federal awarding agency. However, the Federal awarding agency cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation

(b) Recipients must request prior approvals for the following program or budget-related reasons:

- (1) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
- (2) Change in a key person specified in the application or the Federal award.
- (3) The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
- (4) The inclusion, of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, “Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals,” or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable.
- (5) The transfer of funds budgeted for participant support costs as defined in §200.75 Participant support costs to other categories of expense.
- (6) Unless described in the application and funded in the approved Federal awards, the subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as described in §200.332 Fixed amount subawards. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
- (7) Changes in the approved cost-sharing or matching provided by the non-Federal entity.
- (8) The need arises for additional Federal funds to complete the project.

6. AUDITS

Recipients and subrecipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in 2 CFR 200, Subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).

7. PROCUREMENT STANDARDS

The recipient’s systems for acquiring goods and services under awards shall comply with 2 CFR 200, Subpart D, Procurement Standards.

8. SUBAWARDS/FLOW-DOWN REQUIREMENTS

The recipient shall apply the provisions of 2 CFR 200.330, 200.331, and 200.332 to sub-recipient monitoring and management. All contracts awarded by a Recipient, including those for amounts less than the simplified acquisition threshold, shall contain the following provisions as applicable according to 2 CFR 200 Appendix II :

- a. Equal Employment Opportunity - All contracts shall contain a provision requiring compliance with E.O. 11246 (3 CFR, 1964-1965 Comp., p.339), “Equal Employment Opportunity,” as amended by E.O. 11375 (3 CFR, 1966-1970 Comp., p. 684), Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C.276c) - All contracts and sub-awards in excess of \$2000 for construction or repair awarded by recipients and sub-recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act

provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the responsible DoD Component.

- c. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency
- d. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) - Where applicable, all contracts awarded by recipients in excess of \$100,000.00 for construction and other purposes that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. Rights to Inventions Made Under a Contract, Grant or Cooperative Agreement - Contracts, grants, or cooperative agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 CFR part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements.
- f. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended - Contracts and subawards of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the responsible DoD component and the Regional Office of the Environmental Protection Agency (EPA).
- g. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.
- h. Debarment and Suspension (E.O.s 12549 and 12689) - Contract awards that exceed the simplified acquisition threshold and certain other contract awards shall not be made to parties listed on the General Services Administration's Lists of Parties Excluded from Federal Procurement and

Nonprocurement Programs in accordance with E.O.s 12549 (3 CFR, 1986 Comp., p.189) and 12689 (3CFR, 1989 Comp., p.235), "Debarment and Suspension". This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certifications regarding its exclusion status and that of its principals.

9. PROPERTY STANDARDS

a. Unless specified otherwise in Exhibit 1 of this agreement, title to real property and equipment acquired or improved under this award will vest upon acquisition in the recipient in accordance with 2 CFR Part 200, Subpart D, Property Standards.

b. Recipients are subject to applicable regulations governing patents and inventions, including Government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements".

c. Intangible property is defined in 2 CFR Part 200.59. The rights of the agreement parties concerning these intangible properties shall be as stated 2 CFR Part 200, Subpart D, Section 315.

d. Invention reports shall be filed at least annually and at the end of the period of the Cooperative Agreement. Annual Reports are due 60 calendar days after the anniversary date of the agreement, and final reports are due 6 months after the expiration of the final research period. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file the invention reports, as found at <http://www.onr.navy.mil/Contracts-Grants/manage-grant/grants-forms-download.aspx>. Negative reports are required. The agreement shall not be closed out until all invention reporting requirements are met.

10. TECHNICAL REPORTING REQUIREMENTS

a. The Recipient shall provide the technical performance reports specified in 2 CFR Part 200.328 and Exhibit 1. Performance reports shall generally contain brief information on each of the following:

1. A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator, or both;
2. Reasons why established goals were not met, if appropriate;
3. Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs;
4. Identification of work planned during the coming reporting period; and
5. Changes in key personnel, if applicable.

b. The Recipient shall provide one copy of the Final Technical Report directly to the DTIC (address below) using the Standard Form 298, "Report Documentation Page" as the report cover page:

Defense Technical Information Center
ATTN: DTIC-OCA
8725 John J Kingman Road, Suite 0944
Ft. Belvoir, VA 22060-6218.

c. As noted above in Paragraph 9, Property Standards The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file the invention reports. Negative reports are required. The agreement shall not be closed out until all invention reporting requirements are met.

11. FINANCIAL REPORTING REQUIREMENTS

a. All financial reporting required by this agreement shall be prepared on a cash basis as required by 2 CFR Part 200.327. Upon completion of the agreement Financial Report (SF 425) shall be submitted in lieu of a SF 270 report. This form can be downloaded from <http://www.onr.navy.mil/Contracts-Grants/manage-grant/grants-forms-download.aspx>:

b. All reports listed above, shall be submitted to the office performing administrative duties (see Paragraph 11 of the agreement schedule), with a copy submitted to the Grant Officer's Technical Representative listed in Paragraph 7 of the agreement schedule.

12. RECORDS

Retention and access requirements for records of this agreement shall be as specified in 2 CFR Part 200, Subpart D, Record Retention and Access.

13. TERMINATION AND ENFORCEMENT

2 CFR Part 200, Subpart D, Remedies for Noncompliance, and DoD 3210.6-R set forth uniform suspension, termination and enforcement procedures. All matters relating to termination and enforcement shall conform with these sections of the Code of Federal Regulations (CFR).

14. DISPUTES, CLAIMS, AND APPEALS

a. Procedures for disputes, claims, and appeals are specified in DoD 3210.6-R. DoD policy is to try to resolve all issues concerning grants and cooperative agreements by mutual agreement at the Grants Officer's level.

b. Disagreements regarding matters of fact between the Recipient and the Government which arise during performance of the agreement shall be resolved by negotiation to the maximum extent practicable. If agreement cannot be reached after a reasonable attempt, the Grants Officer shall encourage the recipient to enter into ADR procedures. ADR procedures may be used prior to submission of a recipient's claim or at any time prior to the Grant Appeal Authority's decision on a recipient's appeal in accordance with DoD 3210.6-R.

15. AFTER-THE-AWARD REQUIREMENTS

Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to requirements in 2 CFR Part 200.343, Part 200.344, and Part 200.345.

16. RESEARCH RESPONSIBILITY

a. The Recipient shall bear primary responsibility for the conduct of the research and shall exercise judgment towards attaining the stated objectives within the limits of the agreement's terms and conditions.

b. The principal investigator specified in the agreement document shall be continuously responsible for conduct of the research project and shall be closely involved with the project. The principal investigator, operating within the policies of the Recipient, is in the best position to determine the means by which the work may be conducted most effectively.

c. The Recipient shall advise the Government if the principal investigator shall, or plans to, devote substantially less effort to the work than specified in the budgetary portion of the agreement document.

17. ORDER OF PRECEDENCE

Any inconsistency or conflict in the terms or conditions specified in this agreement shall be resolved according to the following order of precedence:

- a. Provisions of Public Law applicable to this agreement;
- b. The Cooperative Agreement Schedule;
- c. General Terms and Conditions for Cooperative Agreements with Educational Institutes and Other Nonprofit Organizations (this Attachment A); and
- d. Recipient's Proposal.

18. PUBLICATION AND ACKNOWLEDGMENT

a. **Publication.** The Recipient is encouraged to publish results of this project, unless classified, in appropriate journals. One (1) copy of each paper planned for publication shall be submitted to the Grant Officer's Technical Representative simultaneously with its submission for publication. Copies of all publications resulting from the research shall be forwarded to the Government as they become available, even though publication may in fact occur subsequent to the termination date of this agreement.

b. **Acknowledgment.** The Recipient agrees that in the release of information relating to this agreement, such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the Department of Defense, and that the content of the information does not necessarily reflect the position or the policy of the government, and no official endorsement should be inferred. For purposes of this article, information includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, etc.

19. CLASSIFIED INFORMATION

The Recipient is not authorized access to classified security information in the conduct of the agreement. Should it appear that access to such information is desirable, the Recipient shall advise the Government and request clearance for the investigator. Should information be developed in the course of work under this agreement that, in the judgment of the program director or the Recipient should be classified, the Government shall be notified immediately.

20. SITE VISITS

The Government, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and to provide such technical assistance as may be required. If any site visit is made by the Government on the premises of the Recipient, a subrecipient, or contractor, the Recipient shall provide, and shall require its subrecipients and contractors to provide, all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations will be performed in such a manner as will not unduly interfere with or delay the work.

21. FUNDING INCREMENTS AND/OR ADDITIONAL PHASES

The recipient is advised that the grantor's obligation to provide funding for funding increments and/or additional phases included in this cooperative agreement is contingent upon (i) satisfactory performance and (ii) the availability of funds. Accordingly, no legal liability on the part of the grantor exists unless or until (i) funds are made available to the grantor and notice of such availability is confirmed in writing to the recipient, and (ii) performance of the research is deemed satisfactory in the judgment of the Grant Officer's Technical Representative.

ATTACHMENT B

CERTIFICATION AND REPRESENTATIONS FOR COOPERATIVE AGREEMENTS WITH EDUCATIONAL INSTITUTIONS

A. By signing and submitting this proposal, the recipient is providing:

1. Confirmation of compliance with 2 CFR Part 1125, Non-procurement Debarment and Suspension. (Applies to all but foreign recipients.)

§ 1103.220 Debarment and suspension requirements related to recipients' procurements.

In award terms and conditions implementing the guidance in 2 CFR 200.318(h) on awarding contracts only to responsible entities, DoD Components must require recipients to comply with DoD's implementation in 2 CFR part 1125 of OMB guidance on nonprocurement debarment and suspension (2 CFR part 180). Doing so maintains long-standing policy established in 2 CFR parts 180 and 1125 and in 32 CFR 32.44(d), as well as compliance with Executive Orders 12549 and 12689.

2. Confirmation of compliance with 32 CFR Part 26, regarding drug-free workplace requirements. (*Applies to any, except where inconsistent with international obligations or foreign governments.*)

3. Certification at Appendix A to 32 CFR Part 28 regarding lobbying. (*Applies to all but Indian tribe or tribal organizations.*)

B. By signing this agreement or accepting funds under this agreement, the recipient assures that it will comply with the following national policies, if applicable:

1. Prohibiting Discrimination:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195. (*Applies to all.*)

- b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR part 60. (*Only for construction work.*)

- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.). (*Only for educational institutions.*)

- d. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90. (*Applies to all.*)

- e. On the basis of handicap, in:

- (1) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56. (*Applies to all.*)

(2) The Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.) *(Only for grants or loans for construction or alteration of buildings or facilities.)*

2. Concerning Live Organisms:

a. For human subjects, the Common Federal Policy for the Protection of Human Subjects, codified by the Department of Health and Human Services at 45 CFR Part 46 and implemented by the Department of Defense at 32 CFR Part 219. *(Only for RDT&E involving live human subjects.)*

b. For animals:

(1) Rules on animal acquisition, transport, care, handling and use in: (i) 9 CFR part 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156); and (ii) the "Guide for the Care and Use of Laboratory Animals," National Institutes of Health Publication No. 86-23. *(Only for RT&E involving use of animals.)*

(2) Prohibitions on the purchase or use of dogs or cats for certain medical training purposes, in Section 8019 (10 U.S.C. 2241 note) of the Department of Defense Appropriations Act, 1991 (Pub. Law 101-511). *(Only for training on treatment of wounds.)*

(3) Rules of the Department of Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora. *(Only for activities which may involve or impact wildlife and plants.)*

3. Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds. *(Only for grants or loans to state and local governments, except employees of educational or research institutions supported by state; political subdivision thereof; or religious, philanthropic, or cultural organization.)*

4. Environmental Standards:

a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.), and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order No. 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the recipient further agrees that it will: *(Only for awards \$100,000 or over.)*

- Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.

- Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the recipient knows has been recommended to be placed on the List of Violating Facilities.

b. Identify to the awarding agency any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation.

In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process. *(Applies to any actions that may affect the environment.)*

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas. *(Only for awards involving construction, land acquisition, or development.)*

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et. seq.), concerning protection of U.S. coastal resources. *(Only for awards to state and local governments, interstate and other regional agencies that may affect the coastal zone.)*

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501, et. seq.), concerning preservation of barrier resources. *(Only for awards that may affect barriers along the Atlantic and Gulf coasts and Great Lakes' shores.)*

(5) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et. seq.). *(Only for awards that may affect existing or proposed element of National Wild and Scenic Rivers system.)*

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3). *(Only for construction in any area with aquifer that the EPA finds would create public health hazard, if contaminated.)*

5. National Historic Preservation. The recipient agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et. seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593 [3 CFR, 1971-1975 Comp., p.559]. *(Applies to any construction, acquisition, modernization, or other activity that may impact a historic property.)*

6. Officials Not To Benefit: No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefits arising from it, in accordance with 41 U.S.C. 22. *(Applies to all.)*

7. Preference for U.S. Flag Carriers: Travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. *(Applies only if international air travel may be supported by U.S. Government funds.)*

8. Cargo Preference: The recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 USC 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials, or commodities procured or otherwise obtained with U.S. Government funds under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S. flag commercial vessels, if available. *(Applies to any award where*

possibility exists for ocean transport of items procured or obtained by or on behalf of the recipient, or any of the recipient's contractors or subcontractors.)

9. Military Recruiters: As a condition for receipt of funds available to the Department of Defense (DOD) under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR part 216) that has a policy of denying, and that it is not an institution of higher education that effectively prevents, the Secretary of Defense from obtaining for military recruiting purposes: (a) entry to campuses or access to students on campuses, or (b) access to directory information pertaining to students. If the recipient is determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this agreement, and therefore to be in breach of this clause, the Government will cease all payments of DoD funds under this agreement and all other DoD grants and Cooperative Agreements to the Recipient, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award. *(Only for awards to domestic institutions of higher education.)*

10. Relocation and Real Property Acquisition: The recipient assures that it will comply with 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et. seq.) and provides for fair and equitable treatment of persons displaced by Federally assisted programs or persons whose property is acquired as a result of such programs. *(Only for awards to state agencies for any project that may result in real property acquisition or displacement.)*

11. Concerning the Trafficking Victims Protection Act of 2000: The recipient assures that it will comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C.7104).

12. Prohibition on Using Funds under Grants and Cooperative Agreements with Entities that Require Certain Internal Confidentiality Agreements (IAW Memo for Secretary of the Army dated June 1, 2015):

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:(1) Will prohibit the recipient's use of funds under this award, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions

EXHIBIT 1

Monitoring Population Health, Spatial Ecology, And Microbiome Diversity of The Texas Horned Lizard on Tinker Air Force Base, Oklahoma

INTRODUCTION: This agreement is the result of a successful proposal submitted by the University of Oklahoma, entitled “Monitoring Population Health, Spatial Ecology, And Microbiome Diversity of The Texas Horned Lizard on Tinker Air Force Base, Oklahoma”.

- 1. OBJECTIVES:** The research project’s objectives are to Continue long-term monitoring of the Tinker Air Force Base (TAFB) Texas horned lizard population size and density on Wildlife Reserve 3 and satellite areas, improve previous methods and introduce novel techniques for tracking hatchlings and Juveniles, evaluate hatchling, juvenile, and adult survival rates of Texas horned lizards on Wildlife Reserve 3, develop a baseline understanding of host skin and gut microbiome diversity and structure in wild and head-start lizards.
- 2. RECIPIENT’S TECHNICAL PROPOSAL:** In order for the Recipient to accomplish the work under this cooperative agreement, it shall be necessary for the Recipient to complete the tasks as specified in the Recipient’s technical proposal entitled, “Monitoring Population Health, Spatial Ecology, And Microbiome Diversity of The Texas Horned Lizard on Tinker Air Force Base, Oklahoma”. However, in the event of any discrepancy between the Recipient’s proposal, amendment, and this Exhibit I, this Exhibit 1 shall govern:
- 3. PROPOSAL REVISIONS:** Modify page 11, Reports & Deliverables to include the following:

Reports and deliverables listed under this section to include all Quarterly Reports, and Draft and Final Technical Reports listed in sections 1, 3, and 4 will be submitted to ERDC-CERL GOTR (Reference section 7 of the agreement schedule) for approval in addition to the TAFB NR contact. Draft and Final Reports shall be required for Phase I, Phase II, and Phase III.
- 4. APPROACH AND RESPONSIBILITIES:** This research is a collaborative effort between the University of Oklahoma, Tinker AFB, and ERDC-CERL.

a. Recipient Responsibilities: Southern Illinois University’s responsibilities are as outlined in their technical proposal, any amendments thereto and this Exhibit.

Government Responsibilities: The Government’s participation in the overall effort and contributions toward this project will include: 1) development of study methodology and monitoring the project as a whole; 2) facilitating technology transfer and the integration of resources and data to other Department of Defense offices and programs; and 3) participating in technology transfer to other gov’t agencies.

Government participation in methodology development and monitoring the project as a whole will involve providing overall method protocols for research execution, clarifying project objectives, assisting with interpreting and evaluating intermediate findings, and reviewing results for adequacy. Technology transfer will include reports, and presentations associated with professional and scientific natural resource management conferences and venues. Government team members, including the Contracting Officer’s Technical Representative, will actively participate in the writing of subsequent publications and reports and in developing and making presentations.
- 5. ATOPSEC REQUIREMENTS:**

Access and General Protection/Security Policy and Procedures. All contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by

government representative). The contractor shall also provide all information required for background checks to meet installation/facility access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any installation or facility change, the Government may require changes in contractor security matters or processes.

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05 / AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative, as NCIC and TSDB are available), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

EXHIBIT 2

CECER-CT-C

MEMORANDUM FOR Mr. Patrick Guertin

SUBJECT: Designation of Primary Grants Officer's Technical Representative (GOTR) - Cooperative Agreement No. W9132T1820005: "Monitoring Population Health, Spatial Ecology, And Microbiome Diversity of The Texas Horned Lizard on Tinker Air Force Base, Oklahoma."

1. You are hereby designated Grants Officer's Technical Representative for the purpose of assisting in the administration of technical performance under the agreement.
2. AS GOTR, YOU HAVE NO AUTHORITY TO MODIFY THE STATED TERMS OF THE AGREEMENT IN ANY MANNER NOR TO APPROVE ANY ACTION WHICH WOULD RESULT IN ADDITIONAL CHARGES TO THE GOVERNMENT, INCLUDING EXTENSIONS IN THE PERIOD OF PERFORMANCE. ALL SUCH CHANGES MUST HAVE PRIOR APPROVAL IN WRITING BY THE GRANTS OFFICER.
3. This designation empowers and directs you to take the following specific actions when not specifically prohibited by the terms of the cooperative agreement:
 - a. Inspect and monitor the Recipient's performance to:
 - (1) Assure technical proficiency and compliance with the technical provision of the agreement.
 - (2) Assure that the Recipient utilizes the caliber of personnel required by the terms of the agreement.
 - (3) Assure that the "quality of brain power" promised is not diluted by the excessive use of lower caliber personnel.
 - b. Review and recommend appropriate action on requests for approval of the Recipient's designs, drawings, specifications, reports, and other technical matters required by the agreement.
 - c. Inspect, review and verify satisfactory performance of work accomplished by the Recipient for the purpose of recommending acceptance for payment by the Government.
 - d. Review and evaluate the Recipient's progress in relation to expenditures and advise the Office of Naval Research's Representative of any disparity indicating excessive or deficient funding.
 - e. Recommend in writing to the Grants Officer, changes desired in scope and/or the technical provisions of the agreement with justification for the proposed action. In the event the Recipient proposes a change, obtain a written statement from him to that effect and forward to the Grants Officer, together with your recommendation.
 - f. Prepare and furnish the Grants Officer with estimates of cost on any proposed increase or decrease in the work and/or services and advice regarding source and availability of funds.
 - g. Assure that proper action is taken to effect cooperative agreement modifications before the Recipient proceeds with any changes in the work or services and/or delivery schedule.
 - h. When the Recipient is behind schedule, determine the reason therefore and recommend to the Grants Officer the corrective action considered necessary to restore the agreement to schedule.

- i. Process payment reports promptly, if staffed through you.
 - j. Sign official correspondence to the Recipient when necessary to assist in monitoring the agreement under this delegation. All such correspondence will be signed by you as Grants Officer's Technical Representative.
 - k. Review each agreement file not less than once per month for reports due, suspenses on Recipient's paper work due ERDC-CERL, work progress, or any other management factor. Appropriate follow up action will be taken or recommended to the Grants Officer as circumstances require.
4. Should you have occasion to visit the Recipient's facility or principal place of business, you will look into the following items and include comment thereon in a report to the Grants Officer.
- a. Actual performance versus scheduled performance.
 - b. Action taken or recommended to restore agreement to schedule, if appropriate.
 - c. Where Government-furnished property is involved, whether it is being properly recorded, marked, and maintained, and inform the appointed Property Administrator of the conditions noted.
 - d. Any noted information which might adversely affect the Government's interest, such as: changes in financial status, personnel or labor difficulties, overextensions of facilities, etc.
 - e. Report that you have coordinated your visit with any other government office assigned agreement administration such as the Office of Naval Research Representative.
5. The Grants Officer will make all findings and determinations concerning the terms of the agreement on behalf of the Government. Changes in the scope of the agreement will be made only by properly executed modifications to the agreement. The Grants Officer will render all decisions on any dispute concerning a question of fact arising under the agreement as provided for in the Disputes Clause in Attachment A of the Agreement.
6. In the execution of your responsibilities under this delegation, you will at all times protect the interests of the Government. Any act which may tend to compromise the position of the Department of the Army, an individual member of the Department of the Army, or which will impair the confidence in the integrity of the Department of the Army in its business relations with industry and educational institutions shall be avoided. Any GOTR who may have direct or indirect financial interests which would place him/her in a position where there is a conflict between his/her private interest and the public interest of the United States shall immediately advise his/her supervisor and the Grants Officer of the conflict so that appropriate actions may be taken (including immediate divestiture of the conflicting interest or immediate termination of your GOTR duties.) Acting as a GOTR where a conflict exists could subject the GOTR to criminal penalties. A GOTR shall avoid the appearance of such conflict to maintain public confidence in the U.S. Government's conduct of business with the private sector.
7. This delegation of authority does not in any way alter your existing relationship with your supervisors. You will continue to obtain their advice, guidance and/or approval in all matters handled by you under this delegation, in the customary and existing manner of the supervisor/employee relationship.
8. This delegation is effective as of this date. It shall not be redelegated and will remain in effect for the duration of the agreement unless sooner revoked in writing. This delegation is automatically revoked upon final payment under the agreement or your reassignment to another position.
9. You should set up and maintain a GOTR file and retain in your file one copy of letters signed by you under the authority delegated in paragraph 3j. Since your file is considered a segment of the official agreement file, it is not necessary that another copy be furnished the Contracts Office except for those important or possibly controversial matters on which a determination must be made relative to modification

in agreement time or funds. You should record in Memorandum for Record and telephone conversation resumes any discussions of matters affecting technical monitoring of the agreement. In addition, you shall maintain copies of all deliverables due under the cooperative agreement.

10. It is important that you as Grants Officer's Technical Representative keep the Grants Officer advised, both orally and in writing, as to the status of the agreement and performance of its requirement. No periodic reports as such are required, but extreme care should be exercised to promptly report any potential disagreement or controversy that may arise.

11. Upon completion of all work under the agreement you shall forward your GOTR file described in paragraph 9 above, to the Contracts Office for filing and ultimate retirement with the official agreement file.