

PARTICIPATING AGREEMENT
05-PA-1111104-049
between
SUSTAINABLE DEVELOPMENT INSTITUTE OF
COLLEGE OF MENOMINEE NATION
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
USDA FOREST SERVICE,
FOREST PRODUCTS LABORATORY

This PARTICIPATING AGREEMENT is hereby entered into by and between the USDA Forest Service, Forest Products Laboratory, hereinafter referred to as the Forest Service, and the Sustainable Development Institute of the College of Menominee Nation, hereinafter referred to as the CMN, under the authority of the Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1-a-3.

A. PURPOSE:

The purpose of this Participating Agreement is to support two internship positions at the Center for First American Forestlands. The Center for First American Forestlands was created by a partnership between the CMN and the Forest Service. Interns will be assigned various tasks including assisting in developing CMN website and publications, research findings, and technology transfer and extension programs that will help achieve sustainable forestry and sustainable development for forest resources in the United States.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Previous paid internships sponsored by CMN have proven to be a strategic and effective model for academic success, baccalaureate completion, entry in post graduate study and career aspirations related to forest ecology, research and management.

Internships provide students with information and access to a wide array of career options within the Forest Service. The student body of the CMN is overwhelmingly made up of American Indian students and such programs can ultimately contribute to the diversity of the Forest Service.

C. THE CMN SHALL:

1. Assist in the supervision of the program.

2. Provide and coordinate all administrative tasks associated with the program, including the recruitment and selection of students, payroll, documenting payments received and accomplishments.
3. Provide a final accomplishment report with the final invoice or within 90 days of the termination date of this Agreement.

D. THE FOREST SERVICE SHALL:

1. Provide insight and guidance on the implementation of the program.
2. Assist in the supervision of the program. Students will be under the supervision of Michael Dockery, the Forest Service Liaison.
3. Provide Fifteen Thousand Dollars (\$15,000.00) as the Forest Service portion of the costs of the effort covered by this Agreement and in Article 20.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES:

1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
2. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Any funds paid to CMN in excess of the amount to which the CMN is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements.
 - (2) Withholding advance payments otherwise due to the cooperator
 - (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt.
3. TAXPAYER IDENTIFICATION NUMBER. The CMN shall furnish their tax identification number upon execution of this instrument.
4. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of CMN purchase of equipment (and supplies).
5. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

6. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in the provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.
7. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
8. **ALTERNATE DISPUTE RESOLUTION.** In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
9. **NONDISCRIMINATION.** The CMN shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary CMN offices, at the public service delivery contact point and included, in full, on all materials regarding such CMN programs that are produced by the CMN for public information, public education, or public distribution:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that "This institution is an equal opportunity provider."

10. **LEGAL AUTHORITY.** The CMN has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

11. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or the CMN from participating in similar activities with other public or private agencies, organizations, and individuals.

12. **COMMENCEMENT/EXPIRATION DATE.** The instrument is executed as of the date of the last signature and is effective through December 15, 2006, at which time it will expire unless extended.

13. **EXTENSION OF PERFORMANCE PERIOD.** The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.

14. **TERMINATION.** Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

15. **PRINCIPAL CONTACT.** The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Michael Wong	Melissa Cook
USDA, Forest Service	Sustainable Development Institute of
Forest Products Laboratory	College of Menominee Nation
One Gifford Pinchot Drive	P.O. Box 1179
Madison, WI 53726-2398	Keshena, WI 54135
Phone: (608)231-9267	Phone: (715)799-5600, Ext. 3043
FAX: (608)231-9567	FAX: (715)799-5951
E-Mail: mwong@fs.fed.us	E-Mail: mcook@menominee.edu

Forest Service Administrative Contact	Cooperator Administrative Contact
Shawn Lacina	Holly Burr
USDA, Forest Service	Sustainable Development Institute of
Forest Products Laboratory	College of Menominee Nation
One Gifford Pinchot Drive	P.O. Box 1179
Madison, WI 53726-2398	Keshena, WI 54135
Phone: (608)231-9282	Phone: (715)799-5600, Ext. 3032
FAX: (608)231-9585	FAX: (715)799-1324
E-Mail: slacina@fs.fed.us	E-Mail: hburr@menominee.edu

16. **AVAILABILITY OF FUNDS.** Funds in the amount of Fifteen Thousand Dollars (\$15,000.00) are currently available for performance of this instrument through December 15, 2006. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond December 15, 2006, until funds are made available to the Forest Service for performance and until the CMN receives notice of availability by written modification by the Forest Service.

17. **COPYRIGHTING (1).** The CMN is granted sole and exclusive right to copyright copyrightable material resulting from this Agreement, including the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of the copyright and all renewals thereof in accordance with this instrument. However, the CMN shall not sell, or grant copyrights to a third-party designee who intends to sell, the document as a profit-making venture. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal government purposes. This right shall be transferred to any sub-agreements or subcontracts. This provision includes:

- a. The copyright in any work developed by CMN under this instrument.
- b. Any rights of copyright to which CMN purchases ownership with any Federal contributions.

18. **PUBLICATION SALE.** The CMN may sell any publication resulting from the project. The publication may initially be sold at fair market value, which is defined in this instrument to cover costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this instrument to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal government contribution to the total costs of the project.

19. **ELECTRONIC FUNDS TRANSFER.** The CMN shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

1. The payment recipient/cooperator does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving check.
3. The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

20. **PAYMENT /REIMBURSEMENT.** Reimburse the CMN for the Forest Service's proportionate share of 77 percent of actual expenses incurred, not to exceed \$15,000.00, reduced by program income, and other Federal and nonfederal cash contributions, as shown in the incorporated Financial Plan. If program income generated from the project exceeds the CMN's actual expenses, the Forest Service share is zero. The CMN is approved to submit monthly billings(s). The Forest will make payment for its proportionate share of project costs upon receipt of an invoice. Each invoice shall display the **CMN's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan**, less program income and other Federal and nonfederal cash contributions and previous Forest Service payments. The invoice should be forwarded as follows:

- a. Send an original and one copy to:
 - Patricia A. Brumm
 - USDA, Forest Service
 - Forest Products Laboratory
 - One Gifford Pinchot Drive
 - Madison, WI 53726-2398

21. **ENDORSEMENT.** Any CMN contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of CMN products or activities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

SUSTAINABLE DEVELOPMENT INSTITUTE OF COLLEGE OF MENOMINEE NATION

By: [Signature]
Name: Director, Holopima Boon-Tibbels
Title: Director
Date: 3/31/05

**USDA, FOREST SERVICE
FOREST PRODUCTS LABORATORY**

By: [Signature]
Name: Shawn Lacina
Title: Grants & Agreements Officer
Date: 4/01/05

Forest Service Use

Job Code: _____

APPENDIX 1
BUDGET INFORMATION – NON-CONSTRUCTION PROGRAMS

Object Class Categories	Forest Service Contribution	Cooperator Contribution	Total
Salaries & Fringe Benefits	\$15,000.00		\$15,000.00
Travel			
Equipment			
Supplies			
Contractual			
Other			
Total Direct Charges	\$15,000.00		\$15,000.00
Indirect Charges	\$	\$4,500.00	\$ 4,500.00
Total Charges	\$15,000.00	\$4,500.00	\$19,500.00
Program Income			
Total	\$15,000.00	\$4,500.00	\$19,500.00