

**COOPERATIVE AGREEMENT #W912EP-04-2-0001**

**BETWEEN  
NATIONAL ACADEMY OF SCIENCES /  
NATIONAL RESEARCH COUNCIL  
AND  
U.S. ARMY CORPS OF ENGINEERS  
UNDER WATER RESOURCES DEVELOPMENT ACT OF 2000  
SECTION 601**

**ARTICLE I – BACKGROUND**

WHEREAS section 601(j) of the Water Resources Development Act of 2000 [“WRDA 2000”] provides that the Secretary of the Army, the Secretary of the Interior, and the Governor of the State of Florida [“State”], in consultation with the South Florida Ecosystem Restoration Task Force [“Task Force”], shall establish an Independent Scientific Review Panel convened by a body, such as the National Academy of Sciences (“NAS”), to review the Comprehensive Everglades Restoration Plan’s progress toward achieving the natural system restoration goals of the Comprehensive Everglades Restoration Plan [(“the Plan”)], and to produce a biennial report to Congress, the Secretary, the Secretary of the Interior, and the Governor that includes an assessment of ecological indicators and other measures of progress in restoring the ecology of the natural system, based on the Plan.

WHEREAS, the Programmatic Regulations, adopted by Department of the Army pursuant to section 601(h)(3) of WRDA 2000, provide that the Secretary of the Army, the Secretary of the Interior and the Governor of the State of Florida shall enter into an agreement with the NAS for the Independent Scientific Review Panel [(“Panel”)] required by section 601(j);

WHEREAS, the Programmatic Regulations further provide that, to ensure the independence of the section 601(j) Panel, the Panel’s sole mission shall be to review the Plan’s progress toward achieving the natural system restoration goals of the Plan and to produce a biennial report to Congress, the Secretary of the Army, the Secretary of the Interior, and the Governor that includes an assessment of ecological indicators and other measures of progress in restoring the ecology of the natural system, based on the Plan;

WHEREAS, having consulted with the Task Force, the Army, Interior and the State have agreed that Army shall enter into this cooperative agreement with the National Academy of

Sciences ["NAS" or "the Academy"] to implement section 601(j) of the Water Resources Development Act of 2000.

WHEREAS 31 USC 6303 et seq., the Federal Grant and Cooperative Agreement Act, provides that the federal government may use a cooperative agreement if the primary purpose is to provide assistance to a non-Federal entity to serve a public purpose.

NOW THEREFORE, the parties agree as follows:

## **ARTICLE II - SCOPE**

This cooperative agreement is executed on behalf of the Secretary of the Army, the Secretary of the Interior, and the Governor of the State of Florida, in consultation with the Task Force, for NAS to conduct the Panel required by section 601(j) of WRDA 2000. The Army, Interior and the State have agreed that NAS shall conduct the independent scientific review panel because of NAS's scientific expertise, reputation for objectivity, and its lack of direct involvement in implementing the Plan. The Panel's mission will be to review the Plan's progress toward achieving the natural system restoration goals of the Plan, and to produce a biennial report to Congress, the Secretary of the Army, the Secretary of the Interior and the Governor, that includes an assessment of ecological indicators and other measures of progress in restoring the ecology of the natural system, based on the Plan.

## **ARTICLE III – STATEMENT OF COOPERATION**

The responsibilities of the National Academy of Sciences/National Research Council and the proposed activities of the Independent Scientific Review Panel will be as follows:

- a. Perform the tasks set forth in Attachment A (Scope of Work).
- b. Cooperate with the Department of the Army in carrying out the requirements of all applicable laws, regulations, executive orders, and OMB Circulars, including any audit of the Panel's expenses required by law, regulation, executive orders, and OMB Circulars.
- c. In order to afford the public knowledge of Academy activities and an opportunity to provide comments on these activities, the Academy may post, on its website, information it considers appropriate under its procedures.
- d. NAS will accomplish this review using an expert and objective Panel convened in accordance with its policies and procedures implementing Section 15 of the Federal Advisory Committee Act, 5 U.S.C. App. Section 15 (FACA).

e. The Panel shall follow the policies and procedures of the National Academy of Sciences to implement the Academy's exemption to the Federal Advisory Committee Act found at 5 USC App. § 15, and other federal laws including, upon delivery of each report, a certification that the policies and procedures of the Academy have been followed.

f. The Panel will be overseen by NAS's National Research Council's [NRC's] Water, Science and Technology Board [WSTB] and Board on Environmental Studies and Toxicology [BEST], or by their successors.

The Department of the Army, in cooperation with the Department of the Interior, and the State of Florida, agrees to provide the Panel with the resources and cooperation necessary to ensure that the Panel is able to function effectively, and hereby further agrees to:

a. Provide technical representatives to the Panel, consisting of the Governmental Technical Representative on behalf of the Jacksonville District and a technical representative from the Department of the Interior and the State of Florida.

b. Assign a project officer from the Army Corps of Engineers, Jacksonville District, who is involved with the restoration program and has significant authority and time to respond to requests for support by the Panel and NRC project staff.

#### **ARTICLE IV – DELIVERABLES AND DELIVERIES**

##### **1. Period of Performance**

The period of performance of this cooperative agreement is for five (5) years, effective on the date of signature of both parties.

The total estimated cost for performance of this cooperative agreement is \$2.3 million for the five (5) year period of performance.

In no event during this five-year period of performance shall the NAS incur obligations in performance of this agreement in excess of the funds made available to NAS by the Department of the Army. The Department of the Army (U.S. Army Corps of Engineers, Jacksonville District) may obligate additional funding to continue performance, in which event, upon written notice to the recipient, the obligated funds shall be deemed increased by the additional sum or sums so allocated and the agreement amended accordingly.

##### **2. Option to Extend Agreement**

The Secretary of the Army, the Secretary of the Interior and the Governor, in consultation with the Task Force, and with consent of the National Academy of Sciences, may extend this agreement in five-year increments.

3. Reporting Requirements.

See Attachment C, which is incorporated into and made a part hereof.

ARTICLE V – COOPERATIVE AGREEMENT ADMINISTRATION DATA

1. Cooperative Agreement Administration

Harley R. Hartley, U.S. Army Corps of Engineers, Jacksonville District (904 232-1147) will be the Grants Officer for this agreement. He may be reached at P. O. Box 4970, Jacksonville, Florida 32232-0019. Office address: 701 San Marco Blvd., Jacksonville, Florida 32207. E-mail: [harley.r.hartley@saj02.usace.army.mil](mailto:harley.r.hartley@saj02.usace.army.mil).

Elmar Kurzbach, RECOVER Branch, U.S. Army Corps of Engineers, Jacksonville District (904 232-2325) is designated the Grants Officer's Technical Representative [GOTR]. He can be reached the same post office box and office address. E-mail: [elmar.g.kurzbach@saj02.usace.army.mil](mailto:elmar.g.kurzbach@saj02.usace.army.mil)

Written communications shall make reference to the cooperative agreement number and shall be mailed to the above address(es).

2. Recipient

Name and address:

Tax ID No: 53-019-6932

DUNS No: 04-196-4057

Cage Code: 1D969

3. Award Amount and Accounting and Appropriation Data

Award: \$ SEE ITEM 5 BELOW. *HH*

Accounting & Appropriation Data: 96 NA X 3122.0000 K3 X 08 2444 002860 96083 2520 41KHBG *HH*

4. Administered by:

U.S. Army Engineer District Jacksonville, Attn: CESAJ-CT, P.O. Box 4970,  
Jacksonville, FL 32232-0019

5. Available Funding

The total estimated cost for performance of this cooperative agreement is \$2.3 million for the five (5) year period of performance. In no event shall costs be incurred in performance of the agreement in excess of the funds made available to NAS by the

support or opposition to any legislative proposal on which Congressional action is not complete.

## ARTICLE VII. MISCELLANEOUS PROVISIONS:

### 1. Limitation of Government's Liability.

Notwithstanding the Recipient's technical and cost proposals, the Government's liability is restricted to the funding stated in item 8 above.

5, Article V HRT

### 2. Personnel.

The Recipient shall furnish the personnel named in its application (Attachment E) for the performance of this project. Recipient shall notify the GOTR of replacement of key personnel. Replacement personnel shall possess at least the same level of qualification as the person who is being replaced. The Secretary of the Army, the Secretary of the Interior and the Governor will have the same opportunity to review and comment on the replacement of Panel members as on the original Panel members. The responsibilities of the NAS /NRC under Article III apply to replacement of Panel members.

### 3. Entire Agreement.

This Cooperative Agreement shall comprise the Cooperative Agreement Schedule; and Attachments A through E. Any inconsistency or conflict found within this agreement shall be resolved according to this order of precedence: a. Provisions of Public Law applicable to this agreement, and b. attachments to this cooperative agreement.

### 4. Amendments.

The only method by which this Cooperative Agreement can be amended is by a formal, written amendment signed by both parties. No other communications, whether oral or in writing, are valid.

### 5. Site Visits.


To the extent consistent with WRDA 2000, section 601(j), as required by other applicable laws and regulations, the Government, through its authorized representatives, has the right, at all reasonable times, to make site visits for audit purposes. If any site visit is made by the Government on the premises of the Recipient, a sub-recipient, or contractor, the Recipient shall provide, and shall require its sub-recipients and contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government's representatives in the performance of their duties. All site visits and evaluation shall be performed in such a manner as will not unduly interfere with or delay the work.

Department of the Army. Upon request of the Panel, the Department of the Army, Interior and the State may obligate additional funds. If additional funds are made available, they will be added to this agreement by an amendment, signed by both parties. The Recipient is advised that the Jacksonville District's obligation to provide funding for funding increments and/or options included in the Cooperative Agreement is contingent upon (i) performance of the terms of the Agreement and (ii) the availability of funds. No legal liability on the part of the Jacksonville District exists unless or until funds are made available to the Jacksonville District and notice of such availability is confirmed in writing to the Recipient.

#### 6. Payment

Payments: Payments will be made pursuant to the Payments article in Attachment D and in accordance with the schedule given in Attachment B. Payments will be made by Electronic Funds Transfer (EFT). EFT instructions and Direct Deposit Authorization Form may be found at <http://www.fc.usace.army.mil/adobe/pub/directdep.pdf>.

Submit invoices to the GOTR listed in paragraph 6 above, at:

USAED Jacksonville  
Attn: Elmar Kurzbach   
P.O. Box 4970  
Jacksonville, FL 32232-0019

Payments will be made by USAED Jacksonville through:  
U.S. Army Corps of Engineers Finance Center  
7800 Third Avenue  
Millington, TN 38054-8001

#### 7. Notice to the Government of Delays

In the event the Recipient encounters difficulty in meeting performance requirements, or when the recipient anticipates difficulty in complying with the cooperative agreement delivery schedule or date, or whenever the Recipient has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this agreement, the recipient shall immediately notify the Grants Officer, and the GOTR in writing giving pertinent details; provided, however, that this shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this agreement.

### ARTICLE VI – GENERAL PROVISIONS

#### 1. Applicable Circulars

The following regulations and Office of Management and Budget (OMB) Circulars are applicable to this cooperative agreement:

- a. OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- b. OMB Circular A-122, Cost Principles for Non-Profit Institutions
- c. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Institutions
- d. 32 CFR parts 21, 22 and 32 (DoD 3210.6-R, Department of Defense Grant and Agreement Regulations)

## 2. Rights in Technical Data

The Government may publish, reproduce, and use all scientific and technical data developed as a result of this cooperative agreement in any manner, and for any purpose, without limitation, and may authorize others to do the same.

The Recipient reserves the right to protect by copyright original works developed under this agreement. All such copyrights will be in the name of the Recipient. The Recipient hereby grants the US Government a non-exclusive, non-transferable, Royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed under this agreement, and to authorize others to do so for governmental purposes. Any reference(s) to such data will not include access to documentation considered to be privileged information by the Academy, i.e., minutes, working papers, vote tallies, transcripts, and other records of deliberation of Academy committees held in closed-session.

## 3. Metric system of measurement.

The Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act (15 U.S.C. 205) declares that the metric system is the preferred measurement system for U.S. trade and commerce, and for Federal agencies' procurements, grants, and other business-related activities. The recipient shall comply with requirements concerning the use of the metric system at 32 CFR 22.530. If the recipient believes there is a valid reason for not using the metric system, the recipient shall state the reason in its application for assistance.

## 4. Anti-Lobbying

Recipient shall not use any part of the appropriated funds for any activity or the publication or distribution of literature that in any way tends to promote public

#### 6. Program Management Meetings and Annual Budget and Activities Plan

NAS shall be responsible for establishing a schedule of regular administrative meetings with the GOTR. The meetings shall be held at least annually, and may be held semi-annually or quarterly if requested by NAS or the GOTR. As specified in the scope of work, the estimated budget and anticipated plan of work for the year will be developed at an annual program management meeting. As provided in the Memorandum of Agreement among the State of Florida, the Department of Interior, and the Department of the Army, the purpose of the annual budget /activities plan will be to establish the State of Florida's "not to exceed" liability, which is a requirement of Florida law. The purpose of other program management meetings will be to discuss, reporting, financial, and administrative matters that arise during the performance of this Agreement. The Recipient shall agree with the GOTR on the meeting schedule and, in the event of changes to this schedule, shall notify the GOTR 30 days prior to the next scheduled meeting. Other federal Government and State of Florida personnel may participate in the technical portion of these meetings. Participation by the GOTR in such meeting shall not be a substitute for any required Government approvals set forth anywhere in this Agreement. The designated approving official must give all required Government approvals in writing. Meetings may be held by in person, by teleconference call or by video-teleconference at the discretion to the GOTR.

#### 7. Notices.

All notices and prior approvals required by this Agreement shall be made in writing and shall be addressed to the GOTR. Notices shall be effective when received--not when sent. If sent by certified or registered mail to the proper address, postage prepaid, return receipt requested, notice shall be effective on the date the return receipt shows the notice was accepted, refused, or returned undeliverable. Notices can be sent by facsimile transmission or e-mail but shall be effective only if the sender can produce documentary evidence to establish actual receipt by the addressee.

#### 8. Waiver of Rights.

Any waiver of any requirement contained in this Agreement shall be by mutual agreement of the parties. Any waiver shall be reduced to writing and a copy of the waiver shall be provided to each party. Failure to insist upon a performance of any of the terms and conditions of the agreement shall not be deemed a waiver of any rights by any party.

#### 9. Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections and this Agreement shall

be construed and enforced as if such illegal or invalid clause, provision or section had not been included in this Agreement.

## ARTICLE VIII – SPECIAL PROVISIONS

### 1. Publications

a. Publication of the results of any project carried out under this assistance award is authorized in professional journals or trade magazines. Manuscripts submitted to journals or professional publications for publication shall be accompanied by the following notation:

“This manuscript is submitted for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints for governmental use.”

“Produced under assistance of Cooperative Agreement No. W912EP-04-2-0001  
with Department of the Army.

*HRH*

b. One printed copy and one electronic copy of each article published shall be submitted to the GOTR after publication.

c. Disclaimer: All manuscripts submitted for publication in magazines, journals, or trade papers shall carry the following notation:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the US Government.”

## ARTICLE IX – ATTACHMENTS

Attachments:

- a. Attachment A, Scope of Work.
- b. Attachment B, Schedule of Payments.
- c. Attachment C, Reporting Requirements.
- d. Attachment D, Additional Terms And Conditions For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations

e. Attachment E, Recipient's SF 424 grant and application for federal assistance information, including assurances and certifications.

ARTICLE X – AUTHORIZED SIGNATURES

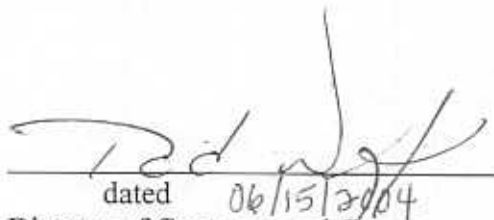
This Cooperative Agreement is being entered into pursuant to the authority of 36 USC 150303, which establishes the charter for the National Academy of Sciences; 33 USC 701b-2the Flood Control Act of 1936; 31 USC 6303 et seq., the Federal Grant and Cooperative Agreement Act; and section 601(j) of the Water Resources Development Act of 2000, which requires establishment of an Independent Scientific Review Panel convened by a body, such as the National Academy of Sciences, to review the CERP's progress toward achieving the natural system restoration goals of the Plan, and to produce a biennial report to Congress, the Secretary, the Secretary of the Interior, and the Governor that includes an assessment of ecological indicators and other measures of progress in restoring the ecology of the natural system, based on the Plan.

For the Government

For the NAS/NRC

 dated 6/17/04

Grants Officer  
U.S. Army Engineer District  
Jacksonville, Florida

 dated 06/15/2004

Director of Contracts and Grants  
National Academy of Sciences

[Attached.]

ATTACHMENT A  
SCOPE OF WORK

**Scope of Work  
Independent Scientific Review Panel  
Comprehensive Everglades Restoration Plan**

**Introduction**

The Department of the Army (Army), Department of the Interior (Interior) and the Governor of the State of Florida (State) have considered various options for establishing an independent scientific review panel to conduct an ongoing review of the progress achieved by the implementation of the Comprehensive Everglades Restoration Plan (the Plan) in achieving the restoration goals of the plan. Following these deliberations, the Army, Interior, and State have agreed that through an agreement with the National Academy of Sciences (NAS), the NAS shall conduct the initial review of progress because of its scientific expertise, reputation for objectivity, and its lack of direct involvement in implementing the Plan. This initial review of progress will cover a five-year period. As required by section 601(j) of the Water Resources Development Act of 2000, the panel will produce a biennial report to Congress that includes an assessment of ecological indicators and other measures of progress in restoring the ecology of the natural system, based on the Plan.

**Background**

The Comprehensive Everglades Restoration Plan provides a blueprint for the restoration and preservation of the south Florida ecosystem, while providing for other water-related needs of the region, including water supply and flood protection. This nationally and internationally known ecosystem that comprises south Florida has deteriorated significantly over the past 50 years, and the outlook for the future, without implementation of the Plan, shows further degradation. Water management practices have disrupted the natural timing, quantity, quality and distribution of water to the natural system and the size of the remaining natural system has been substantially reduced as a result of development in south Florida.

On December 11, 2000, the Water Resources Development Act of 2000 (WRDA 2000) (Public Law 106-541) was enacted. WRDA 2000 approved the Comprehensive Everglades Restoration Plan, authorized an initial set of projects, and included a number of provisions concerning implementation of the plan. Section 601(j) of WRDA 2000 states:

“INDEPENDENT SCIENTIFIC REVIEW-

(1) IN GENERAL- The Secretary, the Secretary of the Interior, and the Governor, in consultation with the South Florida Ecosystem Restoration Task Force, shall establish an independent scientific review panel convened by a body, such as the National Academy of Sciences, to review the Plan's progress toward achieving the natural system restoration goals of the Plan.

(2) REPORT- The panel described in paragraph (1) shall produce a biennial report to Congress, the Secretary, the Secretary of the Interior, and the Governor that includes an assessment of ecological indicators and other measures of progress in restoring the ecology of the natural system, based on the Plan.”

WRDA 2000 also requires the promulgation of programmatic regulations to ensure that the goals and purposes of the Plan are achieved. The programmatic regulations, effective on December 12, 2003, establish processes and procedures that guide the U.S. Army Corps of Engineers in the implementation of the Plan. Section 385.22 of the programmatic regulations provides specific direction concerning the independent scientific review panel.

The Secretary of the Army, the Secretary of the Interior, and the Governor of the State of Florida, in consultation with the South Florida Ecosystem Restoration Task Force, agreed to designate NAS to conduct the initial independent scientific review panel (“Panel”) that will perform the tasks required by Section 601(j) of the Water Resources Development Act of 2000. Based on this recommendation, Army, Interior, and the State in consultation with the South Florida Ecosystem Restoration Task Force, have entered into an Intergovernmental Agreement designating the Department of the Army, U.S. Army Corps of Engineers, Jacksonville District as the contracting entity with NAS.

#### Scope of Work

1. Under the authority of section 601(j) of WRDA 2000 and the Intergovernmental Agreement, the Army shall enter into an agreement with the NAS to conduct an independent scientific review panel to review the Plan's progress toward achieving the natural system restoration goals of the Plan as set forth in the Scope of Work. NAS will accomplish this review using an expert and objective panel convened in accordance with its policies and procedures implementing Section 15 of the Federal Advisory Committee Act, 5 U.S.C. App. Section 15 (FACA).

2. The Panel will review the Plan's progress toward achieving the natural system restoration goals of the Plan and produce a biennial report to Congress, the Secretary of the Army, the Secretary of the Interior, and the Governor that includes an assessment of ecological indicators and other measures of progress in restoring the ecology of the natural system, based on the Plan.

#### General Provisions

1. This scope of work is for a five-year period commencing with execution of the cooperative agreement. . Upon mutual agreement between Army and NAS, Army may extend this agreement in five-year increments.

2. The Panel's sole mission shall be to review the Plan's progress toward achieving the natural system restoration goals of the Plan and to produce the biennial report.

a. The NAS will not assign the Panel any other tasks, nor request any advice on any other matter, nor will the Panel accept any other tasks nor provide advice on any other matter, to any entity, whether Federal, State or local, whether public or private.

b. The Army, Interior, the State, and the South Florida Ecosystem Restoration Task Force and its members, will not attempt to influence the Panel or assign this panel any other tasks, nor request any advice on any other matter.

3. The Army, Interior, and the State retain the right and ability to establish other independent scientific review panels or external peer reviews when deemed necessary by those agencies for conducting specific scientific and technical reviews concerning other matters not covered by this scope of work.

4. The Army, Interior, and the State will cooperate with the Panel, including responding to reasonable requests for information concerning the implementation of the Plan. Requests should be made through the technical representative of Army.

5. The Panel will meet with the technical representatives from Army, Interior and the State, as needed, to discuss the current status of the Plan and scientific issues involved in implementing the Plan, and to review draft products addressing the assessment of the Plan's progress in meeting the restoration goals and objectives. The number and duration of meetings will be established in the annual activities plans and budgets to be jointly developed and approved by the parties. These meetings will be scheduled and organized with an effort to minimize impacts on the schedules of Army, Interior and State staff.

#### Schedule

1. NAS will provide a notice of the provisional panel membership when it is posted publicly on the NAS web site; and the NAS will accept comments from Army, Interior and the State in accordance with Section 15 of the Federal Advisory Committee Act ("FACA") and NAS's policies and procedures implementing Section 15 of FACA. The Implementing Parties shall have an opportunity to provide input to the Academy's panel selection process to the fullest extent available under Section 15 of FACA. Additionally, the NRC staff will afford Army, Interior and the State the opportunity to suggest candidates for the panel, early in the process when the NRC endeavors to identify the most complete, qualified pool of candidates for the activity.

2. NAS will appoint the Panel and use its best efforts to convene an initial meeting of the panel within 75 days of execution of the cooperative agreement. During this first meeting and annually thereafter, the Panel will meet with the technical representatives from Army, Interior and the State to develop an annual activities plan and budget.

3. NAS will prepare the initial biennial report and submit it to Congress not later than two years from the date of execution of the cooperative agreement. Subsequent reports will be prepared and submitted at two-year intervals from the date of execution of the cooperative agreement.

#### Deliverables

1. NAS will provide the biennial reports to Congress and technical representatives at the Army, Interior, and the State. NAS will provide the biennial report to the Senate Environment and Public Works Committee, the House of Representatives Transportation and Infrastructure Committee, the Army, Interior, and the State. The report will also be provided to other committees or members of Congress on request. NAS and technical representatives of Army, Interior and the State will agree on the number of copies during the annual activities plan meeting.

2. To enable Army, Interior and the State to respond promptly to inquiries from Congress, State Legislators and the public, NAS will provide the Army, Interior, and State technical representatives with copies of the biennial reports six (6) business days before the biennial reports are to be submitted to Congress and the public. NAS also will provide an oral briefing to Army, Interior, and the State at least five (5) business days before the biennial reports are to be submitted to Congress and the public, and prior to any press releases related to the conclusions or recommendations of the review. The NAS reserves the right to release the report to Congress, Army, Interior and the State, and the public immediately if it were leaked following briefings to the Army, Interior, and the State, or if requested by Congress.

3. All reports shall be furnished in the electronic and printed format agreed to with the Grants Officer's Technical Representative. The electronic deliverables must be suitable for posting on a Website. Until otherwise agreed, acceptable electronic formats are MS Word 2000 or higher, Adobe Acrobat Version 5.0 or higher. When required, the panel shall furnish maps, images, and presentation data in ARC View 3.1 formats.

ATTACHMENT B

SCHEDULE OF PAYMENTS. The provisions of OMB Circular A-110 apply.

**ATTACHMENT C  
REPORTING REQUIREMENTS (1)**

<b>REPORT</b>	<b>FREQUENCY</b>	<b>DUE DATE</b>
[SF 269 or 269a, Financial Status Reports (2)]	[Annual]	[90 calendar days after the end of the annual reporting period and after the end of the program]
SF 272, Report of Federal Cash Transactions (3)	When funds are advanced to recipients	15 calendar days following the end of each quarter
SF 270, Request for Advance or Reimbursement (4)	When requesting an advance or reimbursement if electronic funds transfer is not used.	When requesting an advance or reimbursement if electronic funds transfer is not used.
Annual Budget and Activities Plan	Annually	Established at the annual budget meeting
Audit Reports (5)	When required by federal regulations	Various
Annual Program Reports (6)	Annual	As required by 32 CFR § 32.51
Final Report (7)	On completion of the cooperative agreement	On completion of the cooperative agreement

(1) Reports in this attachment are in addition to the biennial report to Congress. For more information on monitoring and reporting requirements for Department of Defense cooperative agreements, see 32 CFR part 32. Information may be provided using the specified SF forms, or by other forms approved by OMB, or in electronic or machine-readable format as allowed by 32 CFR § 32.52. For additional information on electronic payments, see 32 CFR § 22.810. For financial management system standards, see 32 CFR 32.21. Should possession of federally-owned property or equipment by NAS be involved in performance of this agreement, NAS shall comply with 32 CFR § 32.33 and 32.34. For records retention requirements, see 32 CFR § 32.53.

(2) As provided by 32 CFR § 32.52, this report may be waived by the Grants Officer when the SF-270, Request for Advance or Reimbursement, or SF-272, /11 / Report of Federal Cash Transactions, is determined to provide adequate information to meet agency needs, except that a final SF-269 or SF-269A shall be required at the completion of the project

(3) This report may be waived by the Grants Officer for any of the reasons specified in 32 CFR § 32.52 or OMB Circular A-110.

- (4) SF 270 shall be used when electronic funds transfer is not used. See 32 CFR § 32.22.
- (5) See 32 CFR § 22.825, § 32.21, 32.26, and 32.71, and the administrative requirements of OMB Circular A-110, cost principles of OMB Circular A-122, and audit requirements of OMB Circular A-133.
- (6) For contents of report, see 32 CFR.51.
- (7) As provided in 32 CFR § 32.51, may be waived by the Grants Officer if inappropriate.

REPORT DISTRIBUTION REQUIREMENTS

REPORT	GOTR (Original)	GRANTS OFFICER (Copy)	Audit Agency (Copy)	Defense Technical Information Center (Copy)
Financial Status Reports	1	1		
Report of Federal Cash Transactions	1	1		
Request for Advance or Reimbursement	1			
Audit Reports		1	1	
Annual Budget and Activities Plan	1			
Annual Program Reports	1			
Final Report	1	1		1

## ATTACHMENT D

Attachment D, Additional Terms And Conditions For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations

The requirements of 32 CFR parts 21, 22 and 32 (DoD 3210.6-R, Department of Defense Grant and Agreement Regulations ), and OMB Circulars 100, 122 and 133 are incorporated by reference.