

FS Agreement No. 21-CS-11132422-301

Cooperator Agreement No. _____

**MASTER
CHALLENGE COST SHARE AGREEMENT
Between The
BAT CONSERVATION INTERNATIONAL, INC
And The
USDA, FOREST SERVICE
NATIONAL FOREST SYSTEM**

This MASTER CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Bat Conservation International, Inc, hereinafter referred to as “BCI,” and the United States Department of Agriculture (USDA), Forest Service, National Forest System hereinafter referred to as the “U.S. Forest Service,” under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.

Background: Bats are essential to the health of our natural world. They play a vital role in healthy forests and cave ecosystems – and our national forests and grasslands provide vitally important habitat for bats. Although the U.S. Forest Service's bat conservation management efforts have been varied across the agency in the past, the appearance of White-Nose Syndrome (WNS) has focused attention and action on the conservation of bats. This emerging disease has devastated bat populations across the eastern United States during the past fifteen years, causing “the most precipitous wildlife decline in the past century in North America,” according to biologists. The U.S. Forest Service is actively supporting research on WNS, is working with Federal, State and Non-Governmental Organization partners, and is aggressively taking management action, including restricting access to caves on National Forest System (NFS) lands, to combat the spread of WNS and mitigate its impacts.

Together with BCI and other partners, the U.S. Forest Service has also played a pivotal role in developing and implementing the first national monitoring program for bats (NABat). The U.S. Forest Service continues to support a collaborative approach to bat monitoring through NABat at National, Regional, and Forest levels.

However, the U.S. Forest Service’s interest in bat conservation extends beyond caves, WNS, and nationwide bat monitoring. Increased awareness of bat conservation by U.S. Forest Service management and biologists is important for the conservation of many bat species. Bat conservation work is a high-priority of the U.S. Forest Service’s threatened and endangered species efforts. National Forests and Grasslands provide other important habitat for bats, including abandoned mines, snags, forest bridges, and buildings scheduled for demolition. Also, the U.S. Forest Service is committed to working with partners to support effective and wide-ranging education and outreach efforts that increase an understanding of bats and their conservation challenges and empowering people to take action to conserve bats and their habitats.



The U.S. Forest Service has worked closely with BCI for many years. U.S. Forest Service's International Programs (IP) has initiated a series of agreements with BCI to support international forestry scholarships and workshops (current agreement: 14-DG-11132762-421). The U.S. Forest Service also executed two service-wide MOUs with BCI (13-SU-11132422-405 and 19-SU-11132422-107) the last of which expires 9/30/2024. Additional fund-obligating agreements have been executed between U.S. Forest Service units and BCI over the last decade to authorize project-specific work. This service-wide Master Challenge Cost Share agreement supplements, 17-CS-11132422-133, which expires 3/15/2022.

This new, five-year service-wide agreement provides a platform for Supplemental Service Agreements (SPAs) from 2021 through 2026, and provides an overarching framework to coordinate partnership work for bat conservation across the U.S. Forest Service, focus efforts, and support field priorities.

Title: Collaborating on Bat Conservation Work Across the Forest Service

I. PURPOSE

The purpose of this agreement is to document the cooperation between the parties to achieve mutual goals in support of bat conservation.

The primary goal of this partnership is to work collaboratively to further the conservation of bats in the United States and internationally as well. Cooperation and coordination may involve a wide range of activities, including, but not limited to, the following: conducting education and outreach; developing capacity among biologists in bat conservation methods and protocols, conducting biological assessments, inventory and monitoring; conducting habitat restoration and protection, conducting research, and other activities necessary to conserve bats and restore their habitats and ecosystems. The framework for cooperation and coordination is especially needed for the conservation of threatened, endangered, and sensitive bat species.

This work will be accomplished in accordance with the following provisions and any incorporated Supplemental Project Agreement(s).

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

The Forest Service is a natural resource agency dedicated to the sustained management of the Nation's natural resources and to service to people. Through Federal law and regulations of the Secretary of Agriculture, the Forest Service has major responsibility for conserving biodiversity through the management of fish, wildlife, and plant habitats, including providing special protection of threatened, endangered, and sensitive/rare plant and animal species. The Forest Service accomplishes much of this work by initiating and developing cooperative relationships and effective partnerships through its National Forest System, Research and Development, International Programs, and State and Private Forestry Deputy Areas.

Bat Conservation International's mission is to conserve the world's bats and their ecosystems to ensure a healthy planet. BCI achieves sustainable conservation for bat with a focus on 4 key areas of work: implementing endangered species interventions, protecting and restoring landscapes, conducting high-priority research to develop scalable solutions, and inspiring people through experiences.



Where appropriate, it is the desire of both parties to cooperate with each other, including exchange of personnel and other resources, in matters relating to the management and conservation of bats and the ecosystems that depend on them (conserve ecosystems that they depend on) through cooperative efforts including, but not limited to:

- Conducting inventories, monitoring, assessments and surveys of bats and their habitats;
- Coordinating on efforts to advance the North American Bat Monitoring Program;
- Identification of special management areas (e.g. Research Natural Areas and Special Interest Areas) critical for bat conservation;
- Conducting priority research on critical bat conservation issues, including but not limited to wind energy development and White-Nose Syndrome;
- Providing input to natural resource planning, project development and implementation efforts addressing bat-related issues including habitat protection and enhancement and risk assessment and prevention for projects related to natural resource management, energy, water management, transportation systems, and facilities;
- Conducting terrestrial and aquatic bat habitat improvement, restoration, maintenance or mitigation;
- Coordinating on efforts to address hazardous abandon mine features while securing important bat habitats.
- Demonstration of innovative management practices associated with sustainable forestry and the protection of plant and animal diversity, recreation and ecotourism values through prevention and control of species invasions, use of techniques such as prescribed fire, grazing, forest thinning, and herbicide application, and facilitation of international conservation of forests, parks, watersheds and protected areas;
- Assistance to and development of partnerships with foreign, state and tribal governments, private landowners, communities, and other non-governmental organizations;
- Providing technical assistance, training, and other tools to USFS staff.
- Development of interpretive programs and displays; and
- Community-based outreach, training, education and partnerships.

In consideration of the above premises, the parties agree as follows:

III. BAT CONSERVATION INTERNATIONAL, INC SHALL:

- A. LEGAL AUTHORITY. BCI shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.



- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. BCI may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-based advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. Meet at least annually, or as required, with representatives of the U.S. Forest Service-Washington Office, to plan and coordinate collaboration and negotiate guidelines for project proposals to meet the purposes of this Master Challenge-Cost Share agreement.
- E. Cooperate with the U.S. Forest Service in carrying out projects and other collaborations for which the parties may provide support. These projects will be identified and authorized under Supplemental Project Agreements negotiated, drafted and executed by the appropriate sponsoring U.S. Forest Service unit.
- F. Provide the U.S. Forest Service with expertise for the implementation of agreed-upon inventory, monitoring, habitat projects, education, outreach, or research efforts; information regarding the status of bat populations; and assessment of progress in implementing mutual bat conservation projects.
- G. Cooperate with the U.S. Forest Service to identify, define and carry out programs and activities of the National Forest System, Research and Development, International Programs and State and Private Forestry, including designing and conducting research; developing and implementing forest plans, watershed and other ecological assessments; conducting local and international projects; restoring, conserving and managing bats and their habitats, and educate the public about bats and their conservation challenges.
- H. Report annually on the accomplishments of the Master Challenge-Cost share agreement, including accomplishments from Supplemental Project Agreements executed at the Regional levels. This report will be submitted to the U.S. Forest Service Director of Watershed, Fish, Wildlife, Air and Rare Plants, no later than March 15 of the preceding year for which it covers.
- I. Inform the general public about bats and associated wildlife conservation projects conducted cooperatively with the U.S. Forest Service.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Meet annually or as needed with representatives of BCI to develop collaborative strategic plans and discuss and reach agreement on guidelines for project proposals to meet the purposes of the Challenge-Cost Share Agreement.
- B. Cooperate with BCI in carrying out projects and other collaborations for which the parties may provide support. These projects will be identified and authorized under



Supplemental Project Agreements negotiated, drafted and executed by the appropriate sponsoring U.S. Forest Service unit.

- C. Provide BCI with expertise for the implementation of agreed-upon inventory, monitoring, habitat projects, education, outreach, or research efforts; information regarding the status of bat populations; and assessment of progress in implementing mutual bat conservation projects.
- D. Make National Forest System lands available for the furtherance of this partnership, subject to the National Environmental Policy Act and other applicable Federal law, regulations, forest plans, and approval by the appropriate Forest Service official.
- E. Cooperate with BCI to identify, define, and carry out programs and activities of the National Forest System, Research and Development, International Programs, and State and Private Forestry, including designing and conducting research; developing and implementing forest plans, watershed and other ecological assessments, and conducting local, and international projects, and restoring, conserving and managing bats and their habitats, and educate the public about bats and their conservation challenges.
- F. Inform the general public about bats and associated wildlife conservation projects conducted cooperatively with BCI.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Mylea Bayless, <i>Chief of Strategic Partnerships</i> Address: P.O. Box 162603 City, State, Zip: Austin, TX 78716 Telephone: 512-327-9721 x450 Email: mbayless@batcon.org	Name: Michael Nakamoto, <i>Chief Operations Officer</i> Address: 1012 14th Street NW, Ste 905 City, State, Zip: Washington, DC 20005 Telephone: 512-327-9721 x350 Email: mnakamoto@batcon.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact



<p>Name: Tracy Grazia, <i>Acting National Wildlife Program Leader</i> Address: USDA Forest Service, BPR Staff, 201 14th Street, S.W. City, State, Zip: Washington, DC 20250-1121 Telephone: 202-590-0763 FAX: 202-205-1599 Email: tracy.grazia@usda.gov</p>	<p>Name: Sandra Frost, <i>Partnership Liaison</i> Address: USDA Forest Service, BPR Staff, 201 14th Street, S.W. City, State, Zip: Washington, DC 20250-1121 Telephone: 202-590-0763 FAX: 202-205-1599 Email: sandra.frost@usda.gov</p>
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- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement BCI acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If BCI fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds BCI has expended in violation of sections 433 and 434.
- C. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- D. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or BCI are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.



To BCI, at BCI's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or BCI from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of BCI's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of BCI's products or activities, and does not by direct reference or implication convey BCI's endorsement of the U.S. Forest Service's products or activities.
- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for BCI to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service Biological & Physical Resources Directorate to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service Biological & Physical Resources Directorate will notify the BCI when permission is granted.
- I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. BCI agree(s) that any of BCI's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as BCI has hereby willingly agreed to assume these responsibilities.

Further, BCI shall provide any necessary training to BCI's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. BCI shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- J. NON-FEDERAL STATUS FOR COOPERATOR LIABILITY. BCI agree(s) that any of BCI's employees and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and BCI hereby willingly agrees to assume these responsibilities.

BCI agrees that, except as otherwise provided in this provision below, of BCI's volunteers shall not be deemed to be Federal employees and shall not be subject to the provisions of law relating to Federal employment, including those relating to



hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits. When BCI's volunteers are performing approved tasks identified under this agreement, the following applies:

1. For the purpose of the tort claim provisions of Title 28 of the United States Code, any of BCI's volunteers shall be considered a federal employee.
2. For the purpose of subchapter I of Chapter 81 of Title 5 of the United States Code, relating to compensation to Federal employees for work injuries, BCI's volunteers shall be deemed civil employees of the United States within the meaning of the term "employee" as defined in section 8101 of title 5, United States Code, and the provisions of that subchapter shall apply.
3. For the purposes of claims relating to damage to, or loss of, personal property of BCI's volunteer incident to volunteer service, a volunteer shall be considered a Federal employee, and the provisions of 31 U.S.C 3721 shall apply.

Further, BCI shall provide any necessary training and support to BCI's employees, volunteers, and program participants, to ensure that such personnel are capable of performing tasks to be completed. BCI shall also supervise and direct the work of its employees, volunteers, and program participants performing under this Agreement.

- K. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- L. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- M. ELIGIBLE WORKERS. BCI shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). BCI shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.
- N. STANDARDS FOR FINANCIAL MANAGEMENT.



1. Financial Reporting

BCI shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

BCI shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

BCI shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. BCI shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

BCI shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents. These documents must be made available to the U.S. Forest Service upon request.

- O. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.
1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
 2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
 3. For a rate greater than 25 percent, the U.S. Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate



reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.
- P. OVERPAYMENT. Any funds paid to BCI in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by BCI to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to BCI.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- Q. AGREEMENT CLOSEOUT. Within 120 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to BCI must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by BCI.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.



- R. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

BCI shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with BCI's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- S. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. BCI shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. BCI shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- T. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- U. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and



- all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. BCI is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- "The U.S. Forest Service, Department of Agriculture collaborates with many partners to ensure the continued wise stewardship of the nation's forests, grasslands and waters."
- BCI may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. BCI is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.
- W. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by BCI to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to BCI on completion of the project, if appropriate.
- X. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following BCI's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). BCI must maintain cost and price analysis documentation for potential U.S. Forest Service review. BCI is encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- Y. GOVERNMENT-FURNISHED PROPERTY. BCI may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. BCI shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.



Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, BCI shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or BCI is otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of BCI's managerial personnel. BCI's managerial personnel, in this clause, means BCI's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of BCI's business; all or substantially all of BCI's operation at any one plant or separate location; or a separate and complete major industrial operation.
 2. BCI shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. BCI shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
 3. BCI shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
 4. Upon the request of the Grants Management Specialist, BCI shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- Z. COLLABORATION. The U.S. Forest Service and BCI may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize BCI's participation in the project.
- AA. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. BCI shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- BB. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. BCI shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"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, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- CC. REMEDIES FOR COMPLIANCE RELATED ISSUES. If BCI materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:
1. Temporarily withhold cash payments pending correction of the deficiency by BCI or more severe enforcement action by the U.S. Forest Service;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current agreement for the BCI's program;
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.
- DD. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:
1. When the U.S. Forest Service and BCI agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 2. By 30 days written notification by BCI to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the award/agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.



- Upon termination of an agreement, BCI shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the BCI for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the BCI up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.
- EE. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. 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.
- FF. DEBARMENT AND SUSPENSION. BCI shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should BCI or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- GG. INTERNATIONAL TRAVEL. When U.S. Forest Service funds are used, and no Federal, statutory exceptions apply, BCI shall ensure that any air transportation of passengers and property is provided by a carrier holding a United States Government issued certificate in compliance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 40118 (Fly American Act).
- HH. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (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 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 sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) 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.

- II. COPYRIGHTING. BCI is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes 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 copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. 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 must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by BCI under this agreement.
- Any right of copyright to which BCI purchase(s) ownership with any federal contributions.

- JJ. PUBLICATION SALE. BCI may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or federal government contributions from the total costs of the project.

- KK. MODIFICATIONS. Modifications within the scope of this award/agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.



LL. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective for five (5) years after execution at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

MM. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

MICHAEL DAULTON, Executive Director
Bat Conservation International

8/10/21
Date

CHRISTOPHER FRENCH, Deputy Chief for
National Forest System
U.S. Forest Service

Date

The authority and format of this agreement have been reviewed and approved for signature.

ALLISON OWENS Digitally signed by ALLISON OWENS
Date: 2021.07.20 18:46:24 -04'00'

07/20/2021

ALLISON OWENS
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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