**Note: Fill-in portions and guidance are highlighted in yellow. Delete before distributing to Recipient.**

**Task Agreement Number (FBMS will assign agreement number)**

Under

Master Cooperative Agreement PXXXXXXXXXX

Between

#### The United States Department of the Interior

National Park Service

And

[INSERT THE NAME OF THE RECIPIENT]

DUNS No: XXXXXXXXX

Address

City/State/Zip

CFDA: 15.945- Cooperative Research and Training Programs- Resources of the National Park System

Project Title: XXXX

Park Unit or Program: XXXX

CESU Name and Network Level Agreement Number: Colorado Plateau- NPS-COPL-CESU-2019

Amount of Federal Funds Obligated: $XXX

Amount of Non-Federal Funding: $XXX *[Insert cost share amount – if zero state $0.00]*

Total Amount of Task Agreement: $XXX *[Include Recipient cost share if applicable]*

Period of Performance: *[Insert start and end dates for the period of performance]*

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ARTICLE I – LEGAL AUTHORITY

Master Cooperative Agreement Number XXXXXXXXXX was entered into by and between the Department of the Interior, National Park Service, (NPS), and Recipient’s Name (hereafter referred to as ‘Recipient’) pursuant to:

54 U.S.C. § 100703 - Agreements with Educational Institutions to Study National Park System Resources and Non-Park Service Resources

54 U.S.C. § 101702(b) – Cooperative Research and Training Programs

54 U.S.C. § 101702(a) – Agreements for the Transfer of Appropriated Funds to Carry out NPS Programs

54 U.S.C. § 101702(d)(1) – Cooperative Agreements for National Park Natural Resource Protection

54 U.S.C. § 200103(g)(1) - Outdoor Recreation of Programs, Research and Education

Unless otherwise specified herein, all terms and conditions as stated in the master cooperative agreement will apply to this task agreement.

ARTICLE II – PROJECT GOALS AND OBJECTIVES

1. Project Goals – *A broad statement of what is to be accomplished. Goals focus on the big picture of the project*.
2. Project Objectives – *The expected end result of the project. Objectives are steps towards accomplishing the goals*.

ARTICE III – PUBLIC PURPOSE

*Insert statement of public purpose of support or stimulation in compliance with legal authority. (This statement should be consistent with the master cooperative agreement statement of public purpose. Including additional task-specific public benefit and purpose is recommended.)*

ARTICLE IV – STATEMENT OF WORK

*Insert the detailed project statement of work, including all activities to be undertaken, descriptions of major tasks, project milestones, project phases, etc. This section does not need to include the entire project proposal, but needs to include enough detail to track milestones and progress as noted in the project proposal. The full project proposal, if necessary can be incorporated by attachment.]*

*[Statement of Work Attachment language: “The Recipient shall adhere to the approved statement of work as set forth in Attachment XX of this agreement.”]*

ARTICLE V – RESPONSIBILITIES OF THE PARTIES

1. Recipient Responsibilities:
   1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
   2. [*List activities the Recipient shall perform under this task agreement.*]
2. NPS Responsibilities:
3. Monitor and provide Federal oversight of activities performed under this agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment request, and tasks identified below. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient’s request, NPS may also provide additional technical assistance to the Recipient in support of the objectives of this agreement.
4. Substantial involvement by NPS is anticipated during the period of performance of this agreement. In support of this agreement NPS will be responsible for the following:

[*List tasks and other activities NPS will perform under this task agreement. Include tasks and other activities demonstrating NPS substantial involvement consistent with the Justification for Use of FA document for this agreement.*]

1. [*Optional Term*: The Recipient and NPS, jointly, agree to:
   1. [*Optional Term – If applicable list the tasks and other activities to be jointly performed by NPS and the Recipient pursuant to this task agreement.*]

ARTICLE VI – TERM OF AGREEMENT

This task agreement shall remain in effect from the date of signature until *[insert period of performance end date]* unless modified per Article X of this agreement.

ARTICLE VII – KEY OFFICIALS

A.Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. Under this task agreement they are:

1. For the NPS:

FA Awarding Officer (FAAO):

Kelvin A. Delaney

Financial Assistance Officer

National Park Service

Intermountain Region

12795 W. Alameda Parkway

Lakewood, CO 80228

Phone: 303-969-2796

Fax: 303-969-2786

Email: kelvin\_delaney@nps.gov

Agreement Technical Representative (ATR):

Name

Title

National Park Service

Office/Department

Address

City, State Zip

Phone

Fax

Email

Colorado Plateau CESU Research Coordinator:

Todd Chaudhry, Ph.D.

Research Coordinator

Colorado Plateau Cooperative Ecosystem Studies Unit

National Park Service

Northern Arizona University

PO Box 15018

Flagstaff, AZ 86011

Phone: 928-523-6638

Email: todd\_chaudhry@nps.gov

[*Note: Additional NPS key officials may be listed, such as the Technical Expert/Project Manager*]

2. For Recipient:

Principal Investigator:

Name

Title

Address

City, State Zip

Phone

Fax

Email

Administrative Contact:

Name

Title

Address

City, State Zip

Phone

Fax

Email

ARTICLE VIII – AWARD AND PAYMENT

A. NPS will provide funding to Recipient in an amount not to exceed $XXX.XX for the work described in Article IV and in accordance with the approved budget for this task agreement (Attachment A). Any award beyond the current fiscal year is subject to availability of funds.

B. Recipient shall request payment as set forth in the master cooperative agreement.

C. At least \_\_\_\_ % non-Federal cost-share is required. Cost-share is calculated as a percentage of total project costs incurred under this agreement. [*Delete if no cost share is required*]

ARTICLE IX – REPORTS AND/OR OUTPUTS/OUTCOMES

1. The following table sets forth the reporting requirements for this agreement.

|  |  |
| --- | --- |
| **Required Reports** | **Report Requirements and Due Dates** |
| **Performance Report** | |
| Format | No specific format required. See content requirements in 2 CFR 200.327-329. |
| Reporting Frequency | *Choose One Reporting Frequency*  Quarterly, Semi-Annual, Annual |
| Reporting Period | *Choose One Reporting Frequency*  **For Quarterly Reporting:**  Jan 1 – March 31 &  April 1 – June 30 &  July 1 – Sept 30 &  Oct 1 – Dec 31  or  **For Semi-Annual Reporting:** *(select applicable period)*  Jan 1 – June 30 &  July 1 – Dec 31  *Or*  Oct 1 – March 31 &  Apr 1 – Sept 30  or  **For Annual Reporting**:  *(select applicable period)*  Jan 1 – Dec 31 or  April 1 – March 31 or  July 1 – June 30 or  Oct 1 – Sept 30 |
| Due Date | *Choose One Reporting Frequency*  **For Quarterly & Semi-Annual Reporting:** Within 30 days after the end of the Reporting Period.  or  **For Annual Reporting**: Within 90 days after the end of the Reporting Period. |
| Submit to: | *Insert ATR and/or FAAO/Specialist or related group email address* |
| **Federal Financial Report** | |
| Format | SF-425 (all applicable sections must be completed) |
| Reporting Frequency | *Choose One*  Quarterly, Semi-Annual, Annual |
| Reporting Period | *Choose One Reporting Frequency*  **For Quarterly Reporting:**  Jan 1 – March 31 &  April 1 – June 30 &  July 1 – Sept 30 &  Oct 1 – Dec 31  or  **For Semi-Annual Reporting:** *(select applicable period)*  Jan 1 – June 30 &  July 1 – Dec 31   * Or   Oct 1 – March 31 &  Apr 1 – Sept 30  or  **For Annual Reporting**:  *(select applicable period)*  Jan 1 – Dec 31 or  April 1 – March 31 or  July 1 – June 30 or  Oct 1 – Sept 30 |
| Due Date | *Choose One Reporting Frequency*  **For Quarterly & Semi-Annual Reporting:** Within 30 days after the end of the Reporting Period.  or  **For Annual Reporting**: Within 90 days after the end of the Reporting Period. |
| First Report Due Date | The first Federal financial report is due for reporting period ending December 31/ March 31/ June 30/ September 30, 20XX |
| Submit to: | *Insert ATR and/or FAAO/Specialist or related group email address* |

1. A final Performance Report and a final Federal Financial Report will be due 90 days after the end-date of the Term of Agreement. Each report shall be submitted as described above.
2. *[Optional Term: Detail other reports/items as described in the statement of work and/or program specific requirements]*

ARTICLE X – MODIFICATION, REMEDIES FOR NONCOMPLIANCE AND

TERMINATION

1. This agreement may be modified at any time, prior to the end of the period of performance, only by a written instrument. Modifications will be in writing and approved by the NPS FA Awarding Officer (FAAO).
2. Additional conditions may be imposed if it is determined that the Recipient is non–compliant to the terms and conditions of this task agreement pursuant to 2 CFR 200.338.
3. This task agreement may be terminated consistent with applicable termination provisions for Federal awards pursuant to 2 CFR 200.339 through 200.342.

ARTICLE XI – GENERAL AND SPECIAL PROVISIONS

A. **Conflict of Interest**

1. Applicability.
2. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
3. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
4. Requirements.
5. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
6. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
7. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
8. Notification.
9. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
10. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
11. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
12. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

B. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments *(2 CFR§200.305 (5)).* As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

C. **Data Availability:**

1)Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

2) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

3) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

(a) The scientific data relied upon;

(b) The analysis relied upon; and

(c) The methodology, including models, used to gather and

analyze data.

ARTICLE XII - ATTACHMENTS

The following documents are attached and made a part of this task agreement:

Attachment A. Detailed Budget

Attachment B. SF 424 Series

*Attachment C.*

*[Attach any documents necessary per FAAO/ATR determination.]*

ARTICLE XIII - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this task agreement on the date(s) set forth below.

**FOR [***Insert Capitalized and Boldfaced Name of Recipient***]**

Name, Title Date

**FOR THE NATIONAL PARK SERVICE**

Name Date

FA Awarding Officer