



**COOPERATIVE GRANT AGREEMENT BETWEEN  
RUFFED GROUSE SOCIETY  
AND  
AMERICAN BIRD CONSERVANCY**

1. ABC AGREEMENT ID	#24061-01	
2. ABC AGREEMENT TITLE	Delivering land conservation in the Great Lakes Basin of northern NY: Private lands coordination and habitat implementation	
<b>3. COOPERATOR INFORMATION</b>		
a. NAME	Ruffed Grouse Society	
b. ADDRESS	100 Hightower Blvd, Suite 101, Pittsburg, PA 15205	
c. FEDERAL TAX ID NUMBER	54-0846925	
d. UNIQUE ENTITY IDENTIFIER	EEG6Z2QJCN6	
e. INDIRECT COST RATE FOR THIS AGREEMENT	15%	
f. ENTITY TYPE	Non-profit	
4. AGREEMENT PERIOD OF PERFORMANCE	June 1, 2024 – May 31, 2026	
5. TOTAL TO COOPERATOR	6. TOTAL FED. FUNDS	7. TOTAL NON-FED. FUNDS
\$ 112,240.00	\$ 112,240.00	N/A
8. FEDERAL MATCH REQUIREMENT	9. NON-FEDERAL MATCH REQUIREMENT	
N/A	\$ 16,962.00	
<b>10. FEDERAL FUNDING SOURCE INFORMATION</b>		
a. FUNDING SOURCE (FS)	U.S. Fish and Wildlife Service Great Lakes Restoration Initiative – Joint Venture Habitat Restoration and Protection	
b. FS CONTACT INFORMATION	Bill Perry 300 Westgate Center Drive, Hadley, MA 01035 Phone: 413-253-8302 Email: bill_perry@fws.gov	
c. FS AWARD DATE TO ABC	July 29, 2024	
d. FEDERAL AWARD IDENTIFIER NUMBER (FAIN)	F24AP02488	
e. TOTAL FEDERAL AWARD TO ABC	\$150,000.00	
f. FEDERAL AWARD PROJECT TITLE	Delivering private and public lands conservation for forest and shrubland species in the Great Lakes Basin of northern NY	
g. FEDERAL AWARD PROJECT DESCRIPTION (FFATA)	Delivering private and public lands conservation for forest and shrubland species in the Great Lakes Basin of northern NY	
h. FEDERAL FUNDS OBLIGATED BY THIS ACTION	\$112,240.00	
i. TOTAL OBLIGATED TO SUBRECIPIENT	\$112,240.00	
j. INDIRECT COST RATE FOR FEDERAL AWARD	19.2% MTDC	
k. CFDA NUMBER AND NAME	15.637 Migratory Bird Joint Ventures	
l. R&D?	N/A	

This Cooperative Grant Agreement (“Agreement”) is made and entered into as of the date of final signature, below, by and between American Bird Conservancy (“ABC”), Federal Tax ID No. 52-1501259, and Ruffed Grouse Society (“Cooperator”) Federal Tax ID No. 54-0846925, collectively, “the Parties.”

WHEREAS,

American Bird Conservancy (ABC) is a 501(c)(3), not-for profit organization whose mission is to conserve native birds and their habitats throughout the Americas, acting across the full spectrum of threats to birds to safeguard the rarest bird species, restore habitats, and reduce threats; unifying and strengthening the bird conservation movement; and

WHEREAS,

The Project is funded under Agreement #F24AP02488 between ABC and the United States Fish and Wildlife Service, all of the terms of which are incorporated into this Agreement by reference; and

WHEREAS,

Cooperator has the capacity to perform its duties under this Agreement and is willing to receive funds from ABC and expend them in support of the Project in accordance with the terms of this Agreement; and

NOW, THEREFORE,

For and in consideration of the mutual benefits accruing to each of them, the Parties agree as follows:

I. PROJECT AND OBJECTIVES

The Parties will jointly work on the Activities described below, which are intended to promote the habitat goals of the Lower Great Lakes/St. Lawrence Plain (BCR 13) Bird Conservation Region Plan by improving forest health on private and public forests and shrublands in an attempt to help reverse the decline of the Golden-winged Warbler.

Project will provide support across the Great Lakes Basin of northern New York by providing technical and financial assistance to private and public landowners, improving habitat conditions on at least 200 acres, which will include the creation of young forest /shrubland and enhancement of mature/mixed-aged forest.

Project will expand geographic extent of NRCS WLFW’s Golden-winged Warbler focal area by ABC and partners to increase habitat connectivity.

Project will utilize existing organizational structures and networks established by ABC and partners to disseminate ecologically relevant findings of forest management, sponsor professional development workshops for land practitioners, and encourage collective action through continued support of local conservation groups best equipped to reach small-acreage, rural landowners.

II. PROJECT COORDINATION

A. ABC’s Project Coordinators for the Project are Shawn Graff ([sgraff@abcbirds.org](mailto:sgraff@abcbirds.org)) and Dr. Jeff Larkin ([larkin@iup.edu](mailto:larkin@iup.edu)). Cooperator’s Project Coordinator for the Project is Todd Waldron ([toddw@ruffedgrousesociety.org](mailto:toddw@ruffedgrousesociety.org)). The Parties agree to notify each other of any change in their Project Coordinator.

- B. Cooperator shall report to and receive direction regarding the scope of work and level effort required under this Agreement only from ABC's Project Coordinator or his/her designee, as authorized in writing.

### III. PROJECT ACTIVITIES

#### A. COOPERATOR will conduct the following Activities in support of the Project:

1. Private lands coordination:

Todd Waldron will coordinate consulting foresters and partner foresters to support landowner outreach and private lands forest stewardship as detailed in ABC's proposal narrative, which is included by reference as Attachment 5 to this Agreement. Coordinators will identify preferred properties and offer interested landowners technical and financial assistance for stewardship on their lands with a goal of improving at least 200 acres. Funds will go toward salary, benefits, and habitat implementation on private lands.

2. Private lands identification and implementation:

- 2.a. Environmental Compliance: (Pertinent to the Federally issued funds via this grant; does not apply to activities paid for by matching funds.) Ensure all private lands projects are in compliance with the requirements of the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), and National Historic Preservation Act (NHPA). Work with ABC's project coordinator and FWS project manager to complete the process and receive the necessary approvals before beginning on-the-ground habitat work or ground disturbing activities, and before submitting payment requests.

- 2.b. Procurement: Cooperator shall handle the solicitation and selection process for independent contractors to perform habitat implementation work associated with this project. Cooperator will create service contracts directly with the selected contractors and issue payment for work completed. Cooperator agrees to follow all Procurement Standards as outlined in the Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Subpart D "Procurement Standards".

#### B. ABC will conduct the following Activities in support of the Project:

1. Schedule regular meetings with partners to review progress and prioritize areas to manage within the project area.
2. Provide funding in accordance with the schedule below;
3. Provide technical support and guidance as appropriate;
4. Manage donor relationships, including updates and submission of reports to donors.

### IV. PROJECT WORK TIMELINE

All funds must be expended within the Agreement Period of Performance. Cooperator may request an extension beyond this period in writing, which ABC in its sole discretion may grant or deny.

Major Activity	Timing	Partner
Draft Landowner and Manager Outreach Plan: Postcard mailers, support partner training sessions, co-organize landowner field trips to habitat restoration and demo sites within the WLFW focal areas of NY.	Jan 2025	ABC, RGS, TILT, Audubon, IRLC
Year 1 Public Engagement and Outreach Events: Support and participate in community engagement efforts by NY Audubon, NYFOA, TILT and IRLC program and other outreach opportunities.	June 2025	ABC, RGS, TILT, Audubon, IRLC
Year 1 Project Proposals Submitted, Evaluated and Awarded: Assess scope of work, budget, deliverables.	Nov 2024, Mar 2025	ABC, RGS
Year 1 Habitat Projects Completed and Delivered.	Nov 2025	RGS
Year 2 Public Engagement and Outreach Events: Support and participate in community engagement efforts by NY Audubon, NYFOA, TILT and IRLC program and other outreach opportunities.	June 2026	ABC, RGS, TILT, Audubon, IRLC
Year 2 Project Proposals Submitted, Evaluated and Awarded: Assess scope of work, budget, deliverables.	Nov 2025, Mar 2026	ABC, RGS
Year 2 Habitat Projects Completed and Delivered.	Nov 2026	RGS
Monitoring and Evaluation (adaptive management)	Ongoing	ABC

V. BUDGET

The total budget for this Agreement is to be expended as follows:

Budget Item	Budgeted Amount
RGS Private Lands Coordinator(s) Salary & Benefits	\$5,000.00
Funds for Habitat Implementation	\$92,600.00
Indirect (15%)*	\$14,640.00
Total	Not to exceed \$112,240.00

*\*Cooperator's indirect rate at time of agreement preparation is 32.38%. However, Cooperator elected to apply only 15% to this subaward and apply the unrecovered 17.38% as match to this FWS grant.*

VI. NON-FEDERAL MATCHING FUNDS

Cooperator will provide USD \$16,962 in non-federal matching funds to support this project, and will furnish ABC with a letter of this commitment. All non-federal matching funds to be counted as match for this Agreement must be expended during the Period of Performance defined on page 1 of this Agreement. At the end of the project period, Cooperator will provide ABC with written confirmation that the non-federal matching funds have been spent according to the terms of the commitment letter. Cooperator will be responsible for maintaining complete and accurate records verifying the use of non-federal matching funds for this Agreement.

VII. PAYMENTS AND REPORTING REQUIREMENTS

Invoices: Cooperator shall submit invoices on the schedule specified below, but may invoice more frequently if desired. Each invoice shall be supported by the work products specified in Section III, or requested information named in the table below. Cooperator must maintain records to document expenses. Invoices should display expenditures for the period by Budget line item (see Section V above). ABC will make reasonable effort to make payment within 30 days of receipt of an invoice at the email addresses listed below. (ABC can provide an invoice template upon request.)

Progress Reports: To be satisfactory, Progress Reports must address the progress of each Activity listed under Section III above; any problems encountered or issues that may influence future progress; further cooperative work, future funding needs, and/or other ongoing issues; and should include photographs for use by ABC, as appropriate. (ABC will provide a report template.)

Financial Reports with Match Status: To be satisfactory, Financial Reports must be based on the budget table in Section V above, show expenditures for the period by budget line item, and spending of Matching Contributions (ABC will provide a report template). In order to receive the full amount of the final scheduled payment, the Cooperator is required to fully spend the total Award amount during the Period of Performance, and to include all expenses and matching contributions in the final Financial Report.

Submission: All Reports and Invoices shall be submitted in writing. All Reports shall be emailed to Shawn Graff ([sgraff@abcbirds.org](mailto:sgraff@abcbirds.org)), with a copy sent to Kimberly Shriner ([kshriner@abcbirds.org](mailto:kshriner@abcbirds.org)) and Dr. Jeff Larkin ([larkin@iup.edu](mailto:larkin@iup.edu)). All Reports MUST reference ABC's Agreement number: #24061-01.

Reports & Invoices	Period Covered	Due date to ABC
Performance Report	06/01/24 - 12/31/24	01/31/2025
Invoice, Financial Report with Match Status	06/01/24 - 12/31/24	01/31/2025
Invoice, Financial Report with Match Status	01/01/25 - 06/30/25	07/31/2025
Performance Report	01/01/25 - 12/31/25	01/31/2026
Invoice, Financial Report with Match Status	07/01/25 - 12/31/25	01/31/2026
Final Performance Report	01/01/26 - 05/31/26	06/30/2026
Final Invoice, Financial Report with Match Status	01/01/26 - 05/31/26	06/30/2026

VIII. USE OF FUNDS AND CHANGED CIRCUMSTANCES

ABC shall pay only for work that has been authorized herein. Cooperator may not use the funds provided under this Agreement for any purpose other than the Project unless written permission has been received from ABC. Any portion of the funds not used for the Project must be returned to ABC within three days of the termination of this Agreement.

Cooperator must inform ABC as soon as possible of any changed circumstances that could reasonably be expected to impair the successful completion of the Project, including the loss of Cooperator personnel who are important to successful completion of the Project. Cooperator must inform ABC as soon as possible if the grant funds cannot be expended in the period of performance defined above.

IX. MODIFICATIONS AND TERMINATIONS

The terms of this Agreement, including the Period of Performance, Activities, and Budget defined above may only be altered by written Modification, initiated by an authorized designee of ABC, and accepted in writing by an authorized designee of the Cooperator.

Termination of this Agreement is subject to the Terms and Conditions in Section D of Attachment 1, included in this Agreement.

X. MANAGEMENT AND MONITORING OF TARGET SPECIES AND HABITATS

Cooperator will ensure that the conservation of Golden-winged Warbler and their natural habitats is a major objective of its performance under this Agreement. Cooperator will manage any land or resources acquired through this Agreement using up-to-date scientific information and land management actions to meet its conservation objectives. The Parties agree to consult with each other as appropriate to discuss conservation strategies and land management actions.

XI. ENTIRE AGREEMENT

This Agreement, including Attachments 1 through 5, which are incorporated herein, constitute the entire understanding between the Parties with respect to its subject matter and supersedes all prior written or oral agreements and understandings between the Parties. This Agreement may be amended only as agreed to in writing by the Parties.

- Attachment 1. Standard Provisions
- Attachment 2. General Conditions for Agreement
- Attachment 3. Certifications Regarding Debarment, Suspension, Other Responsibility Matter, and Lobbying
- Attachment 4. US Fish and Wildlife Service GLRI-JV Proposal Narrative
- Attachment 5. US Fish and Wildlife Service GLRI-JV Grant Agreement

XII. AUTHORITY TO BIND

The undersigned signatories hereby represent that they have full authority to bind ABC and Cooperator, respectively, to the terms of this Agreement.

*In Witness Whereof*, the Parties hereto have caused this Agreement to be executed as of the day and year of final signature below.

SIGNATURES

For Cooperator:

For American Bird Conservancy:

x \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

x \_\_\_\_\_  
Name: Angela Modrick  
Title: Finance Director  
Date: \_\_\_\_\_

x \_\_\_\_\_  
Name: Erin Chen  
Title: Vice President for Development  
Date: \_\_\_\_\_



## ATTACHMENT 1

### STANDARD PROVISIONS

#### A. INDEPENDENT CONTRACTOR

This Cooperative Grant Agreement does not constitute an offer of or contract of employment. The Cooperator is an independent Contractor and is not an employee, servant, agent, partner or joint venturer of ABC. ABC is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Cooperator. The Cooperator is not entitled to receive any benefits which the employees of ABC are entitled to receive on account of their work for the ABC.

#### B. ACCESS TO RECORDS AND FINANCIAL REPORTING

ABC shall have the right, on reasonable notice, of timely and unrestricted access to any books, documents, papers, and other records of the Cooperator pertinent to the Cooperative Agreement for the purpose of making audits, examinations, excerpts, copies, and transcriptions.

Cooperator will maintain complete and accurate records containing all information required for verification of use of funds under this Agreement. Cooperator will provide ABC with expense reports detailing expenses according to the line item budget. Additionally, Cooperator will keep its financial files with payments' back-ups and supports, according to common, legal accounting practices.

#### C. DISPUTES

Any disputes arising under or related in any way to this Agreement shall be subject to expedited, binding arbitration in the District of Columbia. The Parties agree that the arbitration award may be confirmed in a court of competent jurisdiction, and that neither Party will appeal the award or otherwise contest its confirmation. The Parties further agree that the prevailing party shall receive, as part of the award, its reasonable attorneys' fees and costs incurred in connection with the arbitration.

#### D. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time by ABC upon the giving of thirty (30) days written notice to Cooperator. ABC shall not be liable for any services or expenses incurred after receipt of notice of termination. If this Agreement is terminated by ABC while Cooperator is on travel for ABC, Cooperator shall be compensated for expenses incurred for returning to his/her residence. ABC may terminate this Agreement at any time for default by Cooperator.

#### E. COMPLIANCE WITH LAWS

Cooperator agrees to comply with all applicable United States federal, state, and local laws, and all national, regional, and municipal laws of Cooperator's home country, or country where work on the Project is taking place, in performing this work.

#### F. GENERAL CONDITIONS

The General Conditions set forth in Attachment 2 entitled "General Conditions for Cooperative Agreements", which is attached hereto, are incorporated by reference and form a part of this Cooperative Agreement.

#### G. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER RESPONSIBILITY MATTER AND LOBBYING

The certifications set forth in Attachment 3 entitled "Certification Regarding Debarment, Suspension, Other Responsibility Matter and Lobbying", which is attached hereto, are incorporated by reference and form a part of this Cooperative Agreement.

#### H. INSURANCE AND HOLD HARMLESS



As an independent contractor, Cooperator agrees to carry and verify the existence of adequate liability and other necessary insurance. Cooperator agrees to indemnify, defend, and hold harmless ABC and its officers, directors, agents, and employees from and against any and all claims, demands, lawsuits, causes of action, losses, expenses, liability, damages, and judgments, including reasonable attorneys' fees and costs, arising out of or relating to Cooperator's performance of this Agreement. ABC shall have the right to choose its own counsel. The terms of this provision will survive termination of this Agreement.

I. INTELLECTUAL PROPERTY RIGHTS

The copyright and other intellectual property rights in any products produced by the Parties using data produced or collected through the Project or by the joint efforts of both Parties will belong to both Parties, unless otherwise agreed in writing. The products' authors will receive their authorial credits.

J. PUBLICITY/DISSEMINATION OF RESULTS

i. The Parties agree to acknowledge each other in any publicity about the Project, including press releases, media contacts, brochures, reports, studies, maps, signs, video and/or audio presentations, magazine and newspaper articles, peer-reviewed journal publications, web pages, and any other public dissemination of information about the Project ("Project Publicity"), and to display each of the Parties' organizational logos where feasible and practical. Cooperator shall submit any proposed Project Publicity to ABC for its prior approval, which shall not be unreasonably withheld.

ii. All Project Publicity shall:

- a. Give appropriate credit to ABC, reflecting ABC's level of involvement;
- b. Identify ABC's website address and an ABC contact person, with telephone and e-mail information; and
- c. If requested by ABC, identify Project donors.

iii. The Cooperator's final report should include as many photographs as reasonably appropriate, in JPEG format at high resolution (5+ MP) and submitted on electronic media. Valuable photographs show habitat, birds in behavioral situations, people in action, preferably in a field situation, and all special events related to the Project. For each photograph, the Cooperator shall provide the photograph subject, photographer name, date taken (mo/yr), and, if possible, the identity of any people appearing in the photograph. ABC may use all such photographs, with appropriate credit to the photographers, unless otherwise requested by the Cooperator.

iv. Cooperator agrees to provide a link to ABC on its website, and, at ABC's request, to include on its website a description of the Project, ABC's involvement in the Project, and ABC's logo.

v. ABC's logo is available in a variety of electronic formats. The ABC logo must be used in accordance with guidelines specified in the document, *ABC Logo Usage Guidelines*, which is available upon request. Cooperator will provide ABC with the opportunity to review and amend the use of ABC's logo prior to publication or distribution to third parties of any product in which the logo is used.

K. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the internal laws of the District of Columbia, United States, without regard to its conflicts of law provisions.

L. US EXECUTIVE ORDERS AND LAWS ON TERRORISM FINANCING

Cooperator is responsible for complying with all US Executive Orders and Laws that prohibit transactions with, and/or provision of resources and support to, individuals and organizations associated with terrorism.

M. NO COLLECTING

No payments made under this Agreement may be used for the collection or preparation of specimens.

N. USE AS MATCHING FUNDS

For up to two years from the termination of this Agreement, ABC may count the funding conveyed in this Agreement, and any area of land acquired or protected as a result of the work undertaken under this Agreement, as a “match” for purposes of ABC’s efforts to secure another grant of funds that requires a “match.” Cooperator may not count the funding conveyed in this Agreement, or any land acquired or protected as a result of the work undertaken under this Agreement, as a “match,” except with ABC’s prior written approval.

## ATTACHMENT 2

### GENERAL CONDITIONS FOR AGREEMENT

#### A. GUIDANCE ON LOBBYING RESTRICTIONS

The purpose of this guidance is to remind nonprofit organizations, universities and other non-government recipients of ABC grants that, with very limited exceptions, you may not use grant funds or our cost-sharing funds to conduct lobbying activities.

The general objective of the restrictions is to prohibit the use of appropriated funds for lobbying, publicity, or propaganda purposes designed to support or defeat legislation. The restrictions do not affect the normal sharing of information or lobbying activities conducted with your own funds (so long as they are not used to match the grant funds).

#### B. GUIDANCE ON DRUG-FREE WORKPLACE

It is the policy of American Bird Conservancy to provide a drug-free workplace for all of its employees/consultants/contractors.

All employees are notified that the unlawful manufacture, distribution, dispensing, possession and/or use of any controlled substance is prohibited at any of ABC's offices. Any employees/consultants/contractors found to be in violation of this policy will face possible immediate termination of employment.

Employees/consultants/contractors are required to notify ABC in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction. Within thirty calendar days of such conviction, ABC will meet with the employee/consultant/contractor to determine the appropriate personnel action.

All employees/consultants/contractors will be given a copy of this policy at the time of their hire.

#### C. GUIDANCE ON EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of American Bird Conservancy to exercise fair and equitable employment practices. ABC will not discriminate in its hiring and employment practices on the basis of age, gender, race, or religion.

All employees/consultants/contractors will be given a copy of this policy at the time of their hire.

#### D. GUIDANCE ON CLEAN AIR ACT

It is the policy of American Bird Conservancy for each employee, contractor, sub-contractor, Cooperator, and partner working under a Federal award to follow the statute of Clean Air Act. This statute can be found at ABC headquarters or you may request a copy from the offices of ABC.

All employees/Contractors will be given a copy of this policy at the time of their hire.

#### E. GUIDANCE ON CONTRACT PROVISION AND RECORD RETENTION

Contracts shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

All contracts shall contain suitable provision for termination by recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

All negotiated contracts awarded by recipients shall include a provision to the effect that the recipient, Federal Agency, the Comptroller General of the U.S., or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

These records include, but are not limited to financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of three (3) years, unless subject to audit, from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually from the date of the submission of the quarterly or annual financial report, as authorized by the grantor.

All employees/Contractors will be given a copy of this policy at the time of their hire.

#### F. FINANCIAL MANAGEMENT

Recipient must follow and document the procedures for determining the reasonableness, allocability and allowability of cost in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the award.

All employees/Contractors will be given a copy of this policy at the time of their hire.

ATTACHMENT 3

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION,  
OTHER RESPONSIBILITY MATTER, AND LOBBYING

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud in a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award.

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name and Title

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Printed Name and Title