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Sub-award Number: ALCC 2014-02
Grantee DUNS Number: 04-262-9816
Funding Agency: USEFWS F11AC00223-
Program Source: ALCC 0006-0050
CFDA Program Number (grants only): 15.664
NAICS Code (contracts only): _____

APPALACHIAN LCC

GRANT 2014-02

This Grant Agreement (this "Agreement") is hereby made as of this 19th day of June, 2014 by and between the **WILDLIFE MANAGEMENT INSTITUTE, INCORPORATED** ("WMI"), a New York not-for-profit corporation with a place of business located at 4426 VT Route 215 N, Cabot, VT 05647; and Clemson University, a university with a mailing address at 300 Brackett Hall, Box 345702, Clemson, SC 29634-5702 ("Grantee").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE OF THE GRANT:** The Department of the Interior and the U.S. Fish and Wildlife Service (the "Service") are developing a coordinated network of landscape conservation cooperatives (each an "LCC") to provide the science necessary to undertake strategic conservation efforts across large geographic areas, in part to address major environmental and human-related factors that limit fish and wildlife populations at the broadest of scales. In consideration of this, the grant funds are provided to support development of an "*Interactive Conservation Planning for the Appalachian LCC*" (the "Project") in the Appalachian LCC as detailed in Schedule A – Project Narrative ("Schedule A") and Schedule B – Project Budget ("Schedule B"). Grantee acknowledges and agrees that funds shall be used solely for the purposes and activities described therein, and in accordance with the provisions of this Agreement. Grantee acknowledges and agrees that it shall provide services, complete activities and meet Project objectives summarized in Schedule A in accordance with provisions of this Agreement.
2. **GRANT AMOUNT:** WMI agrees to make available to Grantee a sum not to exceed \$45,287.00 (the "Grant Amount") for payment of eligible Project costs in strict accordance with Schedule A which is attached to and made a part of this Agreement.
3. **PROJECT LOCATION:** The Grantee shall principally complete the Project at Clemson University, Clemson, SC (the "Principal Location"). The Principal Location is located in the SC-003 congressional district.
4. **GRANT BUDGET:**
 - a. Grantee agrees that the Project amount as shown in Schedule B, which is attached to and made a part of this Agreement, is an estimate. If the actual eligible costs of the Project incurred by

Grantee are less than the eligible costs set forth in Schedule B, WMI shall reimburse Grantee for the lower of the Grant Amount or the actual approved eligible costs (as determined by WMI in accordance with the procedures set forth in Section 15, whichever is lower. In the event Grantee has been reimbursed more than actual approved eligible costs, Grantee shall repay such amounts to WMI in accordance with Section 15. No amendment to this Agreement shall be necessary to effectuate this modification.

- b. Grantee shall spend funds paid to it under this Agreement in strict accordance with Schedule B, and agrees to expend these funds in total accord with all applicable state, federal and local laws, rules and regulations.
 - c. Grantee agrees that it will not receive reimbursement from other sources for any expenditure funded under this Agreement except in accordance with the provisions of this Agreement.
 - d. Any equipment, furniture, supplies or other property purchased with funds provided hereunder, cannot be sold, transferred or used for purposes other than stated in this Agreement, without the written approval of WMI.
5. **GRANT TERM:** The term of this Agreement shall commence on **June 30, 2014**, that date being the date of approval by the Service (the "Effective Date"), and shall continue for a period of **13 months**, terminating on **July 31, 2015** (the "Initial Term"), if not earlier terminated as provided herein. After the Initial Term, this Agreement may be renewed for up to [two additional one year terms] (each a "Renewal Term") by mutual written consent of both parties, provided however, that any such Renewal Term shall be subject to approval by the Service. This Agreement will remain in force until the earlier of the expiration of (i) the final day of the Initial Term or the last Renewal Term (if any) or (ii) the date of termination by WMI as provided in Section 16 (the "Agreement Termination Date").
6. **INDEPENDENT CONTRACTOR:**
- a. General. The Grantee is an independent contractor. This Agreement does not establish an employment, partnership or joint venture relationship between WMI and any of Grantee's employees. Accordingly, all persons employed or retained by Grantee in connection with the performance of its obligations hereunder shall be its employees or agents or those of its subcontractors or suppliers, as the case may be, and not the employees or agents of WMI in any respect. It is further understood that Grantee is free to work for other parties during the term of this Agreement.
 - b. No Agency. The Grantee shall not represent or hold itself out to anyone as being an agent of WMI. Noncompliance with this subsection by Grantee shall be considered a material breach of this Agreement.
 - c. Taxes and Withholdings. The Grantee shall be obligated to pay all taxes arising from the compensation payable hereunder. The Grantee is solely and exclusively responsible for all applicable federal, state and/or local taxes and withholdings with respect to any fees or expense reimbursements the Grantee may receive as a result of this Agreement, and other statutory or contractual obligations of any sort, including but not limited to, workers' compensation insurance, health insurance, and unemployment insurance.

- d. No Claims for Benefits. None of the Grantee's employees shall have any claim against WMI for employee benefits, including vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits of any kind. Grantee understands that Grantee is not a named insured or additional insured on any WMI insurance policy. Because Grantee is an independent contractor, it shall not have any recourse against any of WMI's affiliates, members, partners, joint venturers, shareholders, officers, directors, or employees for any reason, other than as set forth in the Agreement.
- e. Project Completion. The Grantee will determine the times, method, details and means of completing the Project in accordance with Schedule A, with appropriate consultation with WMI.
- f. Office Space and Equipment. The Grantee is responsible for supplying and using Grantee's own office space, business equipment, telephone, copier and other materials necessary to conduct Grantee's business and to complete the Project.
- g. Survival. This Section 6 shall survive expiration or termination of this Agreement.

7. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT:

- a. Regulation and Reporting. As of March 1, 2011, recipients of federal grants and contracts, including WMI, must comply with sub-recipient reporting requirements under the Federal Funding Accountability and Transparency Act ("FFATA"). Under FFATA, WMI is now required to report on newly-issued first-tier sub-grants of \$25,000 or more. The information reported will be made available to the public at USASpending.gov. The reports filed pursuant to FFATA include the following information:
 - name of the entity receiving the award;
 - amount of the award;
 - information on the award including transaction type, funding agency, program source, award title and Catalog of Federal Domestic Assistance number;
 - location of the entity receiving the award and primary location of the performance under the award, including city, state, congressional district and country;
 - DUNS number of the entity receiving the award or the parent entity of the recipient; and
 - the names and total compensation of the five highest compensated officers of the entity if, during the preceding fiscal year, it received: (a) 80 percent or more of its annual gross revenues in federal awards, and (b) \$25 million or more in annual gross revenues from federal awards; or if the public does not have access to information about the compensation of the executive through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Grantee acknowledges and understands that WMI is relying on the accuracy of certain information Grantee provides in filing the FFATA reports. Grantee acknowledges and agrees that (i) WMI will be filing the FFATA reports and that the information included in the reports will be publicly available and (ii) it will fully cooperate in assisting WMI in fulfilling its FFATA related obligations.

8. SUBCONTRACTS:

- a. Consent and Responsibility. If Grantee enters into subcontracts for the performance of work pursuant to this Agreement, Grantee remains liable for compliance with all the terms of this Agreement. For subcontracts which are not competitively bid, documentation must be submitted as to the reasonableness of all payments made under the Agreement. All subcontracts are subject to WMI's prior written consent in accordance with Section 19.
- b. FFATA. If Grantee enters into subcontracts for the performance of work pursuant to this Agreement, Grantee shall be responsible to ensuring all subcontracts and subcontractors comply with the FFATA requirements as outlined in Section 7.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS:

- a. Due Authorization. Grantee represents and warrants that this Agreement has been duly authorized, executed and delivered by Grantee, and constitutes the legal, valid and binding obligation of Grantee enforceable in accordance with its terms. Grantee represents and warrants that the party signing this Agreement on behalf of Grantee has been duly authorized to execute this Agreement on behalf of and bind the Grantee as evidenced by the authorizing resolutions attached hereto as Exhibit A.

- b. Subsidiary – CHECK ONE.

_____ Grantee represents and warrants that it is a wholly-owned subsidiary of _____ [name of parent], a _____ [state] _____ [type of entity], with an address of _____ [street address] [town] [state]. _____ [Name of Parent]'s DUNS Number is: _____ [duns number]].

_____ Grantee represents and warrants that it is a partially-owned subsidiary of _____ [name of parent], a _____ [state] _____ [type of entity], with an address of _____ [street address] _____ [town] _____ [state]. _____ [Name of Parent]'s DUNS Number is: _____ [duns number].

X Grantee represents and warrants that it is not a wholly or partially-owned subsidiary of any other entity.

- c. Quality of Services. Grantee warrants that its performance under this Agreement shall confirm with the standards of care and practice appropriate to the nature of the Project, and acknowledges that such performance shall be in all respects, subject to the approval of and satisfaction of WMI.
- d. Compliance with Project Objectives. Law. Grantee represents, warrants and covenants that all work performed in relation to the Project shall comply with the objectives set forth on Schedule A, and all applicable laws, statutes, ordinances, rules, regulations and orders enacted by or promulgated by federal, state, municipal or other governmental authority, including, but not limited to; those relating to safety, employment, equal employment opportunity, the environment, taxes and withholding and labor and the specific regulations and statutory requirements set forth in Section 11. This warranty shall extend to the Grantee's agents, employees and subcontractors. Grantee further represents, warrants and covenants that prior to the commencement of the applicable stages(s) of the Project as defined in Schedule A, it and its

employees and subcontractors (i) shall be licensed in accordance with all applicable laws; (ii) shall procure all necessary permits and licenses; (iii) shall pay all charges and fees; and (iv) shall give all notices necessary or incidental to the due and lawful completion of the Project. All work completed in connection with the Project shall comply with all of the terms, conditions and limitations contained in any certificate, permit or license applicable to the Project.

- e. Grantee's Finances. Grantee represents and warrants that it has fully and accurately completed Schedule C entitled "Certificate Regarding Grantee's Finances" attached to this Agreement.

10. GRANTEE REGISTRATION REQUIREMENTS: Grantee shall register with the following organizations:

- a. Dun & Bradstreet. Grantee shall register with Dun & Bradstreet and receive a Data Universal Numbering System number ("DUNS Number") and report its DUNS Number to WMI prior to entering this Agreement. A DUNS Number may be obtained at no charge at <http://fedgov.dnb.com/webform>. Grantee shall maintain and keep its registration with Dun & Bradstreet current during the pendency of this Agreement.
- b. Central Contractor Registration. Grantee shall register with Central Contractor Registration ("CCR") prior to entering this Agreement at <http://www.ccr.gov>. Grantee shall maintain and keep its registration with CCR current during the pendency of this Agreement.

11. APPLICABLE FEDERAL REGULATIONS AND STATUTORY REQUIREMENTS: The Grantee acknowledges and agrees that numerous federal regulation and statutory requirements may be applicable to this Agreement. The following is a summary list of these regulations and requirements. Whether a particular regulation or statutory requirement applies to this Agreement is a complex and fact-specific determination. Accordingly, WMI takes no position on whether any of the following regulatory and statutory provisions actually apply to this Contract.

- a. Grantee shall comply with the following regulations, to the extent applicable, which regulations are hereby incorporated by reference with the same force and effect as if they were provided in full text. The failure of Grantee to comply with any applicable regulation may be the basis for WMI to withhold payments due under the terms of this Agreement and for termination of this Agreement by WMI:
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments as codified at 43 CFR Part 12, Subpart C;
 - 2 CFR Part 215 (formerly OMB Circular A-110), Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations as codified at 43 CFR Part 12, Subpart F;
 - 2 CFR Part 220 (formerly OMB Circular A-21), Cost Principles for Educational Institutions;
 - 2 CFR Part 225 (formerly OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments;
 - 2 CFR Part 230 (formerly OMB Circular A-122), Cost Principles for Non-Profit Organizations;
 - OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations;
 - 43 CFR Part 12, Administrative and Audit Requirements and Cost Principals for Assistance Agreements
 - 43 CFR Part 18 – New Restrictions on Lobbying;

- 48 CFR Part 31.2 - Contracts with Commercial Organizations; and
- 48 CFR Part 52.215.2 - Audit and Records – Negotiation.

Copies of the above documents are available at the following websites:
<http://www.whitehouse.gov/OMB/circulars/index.html> or www.doi.gov/pam/pamfaeg.html

- Secular in Nature.** Grantee agrees that the services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief or promote or discourage adherence to religion in general or particular religious beliefs.
- No Lobbying.** Grantee agrees that no portion of the funds provided pursuant to this Agreement shall be used for any lobbying or partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office, as more particularly set forth in CFR Part 18 referenced at Section 11(a) above.
- Seat Belt Policies and Program.** Pursuant to Executive Order 13043, Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- Texting.** Grantee agrees to abide by Executive Order 13513, which bans federal employees and contractors from texting while driving government owned, leased or rented vehicles and also prohibits texting while driving privately-owned vehicles on official government business.
- Buy American Requirements.** Pursuant to section 307 of the Department of the Interior and Related Agencies Appropriations Act of 1996 (or any subsequent versions) and 43 CFR subpart E, Grantee is encouraged in using funds provided under this Agreement to purchase only American-made equipment and products.
- Buy Green Requirements.** For all purchases made with awarded pursuant to this Agreement the Grantee shall seek to “Buy Green” environmentally friendly and recycled products when possible. When environmentally friendly products are not available, special attention shall be paid by Grantee to ensure that the quantity procured does not exceed the amount required in order to minimize waste and disposal issues.
- Greening Policies and Programs.** In accordance with Executive Order 13101, “Greening the Government Through Waste Prevention, Recycling and Federal Acquisition,” Grantee encouraged to actively and systematically protect the natural processes that sustain life whenever possible, incorporating environmentally preferable products in its activities. These measures include, but are not limited to, using re-refined oil for all vehicles and heavy equipment, diverting solid waste from disposal in landfills through recycling, and using materials that reduce greenhouse gas emissions.
- Minority Business Enterprises. Women-Owned Business Enterprises.** The Service may request that Grantee submit information regarding their status as minority business enterprises and/or women-owned business enterprises. Grantee agrees to comply with any such requests.

12. DELAYS: Grantee shall immediately notify WMI of developments that have a significant impact on its performance under this Agreement. Also, notification shall be given in the case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

13. LIABILITY: The University agrees to accept responsibility for damages, both personal and property, attributable to the negligent acts of its employees or officers.

14. PAYMENT AND REPORTING:

- a. Grant Amount and Match, Eligible Expenditures, Holdback Amount. The maximum amount payable under this Agreement is the Grant Amount. Eligible expenditures for the Project are those expenditures which are identified in Schedule B and which are in accordance with the applicable appropriation or re-appropriation authority. Project cost overruns will not be paid by WMI and WMI is not committed to seeking additional appropriations or re-allocation of funds and will not be responsible for the maintenance and operation of any facility which may be developed.
- b. Holdback Amount. Payments due to Grantee under this Agreement shall be made in accordance with the procedures detailed in this Section 15, provided however, that 10% of the Grant Amount (the "Holdback Amount") shall be withheld by WMI until (i) Grantee satisfies, in WMI's sole determination, all reporting requirements in this Section 15 and (ii) WMI determines the Final Eligible Amount (as defined in Section 15(f)) in accordance with Section 15(f). Grantee acknowledges and understands that final release of the Holdback Amount is subject to the Service's approval and release of the same to WMI.
- c. Financial Records and Reporting. Grantee shall be responsible for maintaining financial tracking records for the total cost of the Project. Progress Reports and Financial Reports (collectively, the "Reporting Forms") are attached hereto in Attachments 1 and 2 and must be used by Grantee for any financial reporting. Grantee shall submit to WMI within thirty days of the end of each calendar quarter (March 31, June 30, September 30 and December 31) properly documented claims for reimbursement accompanied by such receipts and documents verifying expenditures incurred within such quarter using the Financial Reporting form, together with a signed and dated Progress Report. All Reporting Forms must be signed by an authorized representative of the Grantee. WMI shall review the submitted Reporting Forms, together with any submitted financial documentation. In the event that such Reporting Forms and accompanying documentation are satisfactory to WMI, payments shall be made to Grantee quarterly upon approval and disbursement of funds by the Service.
- d. Project Reporting.
 - i. Certificate of Completion. Grantee shall issue a certificate of completion of the Project (the "Certificate of Completion") and submit a final set of Financial Reports (the "Final Financial Report") to WMI within the first to occur of forty-five days of the completion of said Project or within forty-five days of the Agreement Termination Date. After receipt of the Certificate of Completion, WMI will conduct a final review of the Project,

which may include an on-site inspection, at a time satisfactory to WMI. If the Project is not complete by the end of the Initial Term or any Renewal Term (as applicable), WMI may request a complete accounting of expenditures on the Project.

- ii. Final Report. Grantee will be required to submit a final report within the first to occur of forty-five days of the completion of the Project or within forty-five days of the Agreement Termination Date which shall summarize the Project and describe how Project objectives were met (the "Final Report"). The Final Report shall be submitted in a technical report format acceptable to WMI and shall include the following sections: abstract, introduction/background, methods, results, discussion, literature cited and figures and tables.

- e. Final Payment. Release of Holdback Amount. A final payment will be made, and the Holdback Amount released, to Grantee only upon the satisfactory determination by WMI of the final eligible amount of the Project (the "Final Eligible Amount") and Grantee's satisfactory completion of the Project, including submission of all required reports and final approval of the Service. Determination of the Final Eligible Amount of the Project will be based upon WMI's review of Grantee's Final Financial Report submission. Grantee will be required to make a refund to WMI of any portion of amounts advanced under this Agreement which are not used or needed to accomplish the Project, based on WMI's sole determination. Such amounts will first be debited from the Holdback Amount, and amounts in excess of the Holdback Amount shall be paid by Grantee to WMI within 90 days of the Agreement Termination Date. If any Holdback Amount remains after WMI makes such calculation, WMI shall pay such remaining Holdback Amount to Grantee promptly upon release of the same by the Service. In no event will WMI be liable for or obligated to reimburse Grantee for expenses and obligations arising from the Project after the Agreement Termination Date or for funds withheld by the Service. WMI shall have the right to conduct an on-site review of the Project and/or books and records of Grantee prior to, and for a reasonable time following issuance of the final payment.

15. PROJECT COMPLETION AND TERMINATION:

- a. Project Completion. Grantee shall complete the Project as set forth in this Agreement. Failure to render satisfactory progress or to complete the Project to the satisfaction of WMI may be, in WMI's sole determination, deemed an abandonment of the Project. Any such abandonment shall be a material Default (as defined below) under this Agreement. Time is and shall continue to be of the essence in the Agreement.

- b. Termination For Default and For Any Reason. Upon a default (a "Default") by Grantee with respect to any material term of the Agreement, including, but not limited to, breach of a warranty under Section 9 or an abandonment of the Project under Section 16(a), WMI may give written notice to Grantee and without prejudice to any other right or remedy available to WMI, immediately terminate the Agreement for Default. In addition, WMI may terminate the Agreement for any reason, with or without cause, upon 30 days written notice to Grantee. Upon receipt of a written notice of termination (a "Termination Notice"), Grantee agrees to cancel,

prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval of WMI.

- c. Payments Upon Termination. WMI's sole obligation upon any termination of this Agreement will be to pay Grantee for costs and services performed with respect to the Project before the Agreement Termination Date. In the event the Agreement is terminated for Default, all monies paid to Grantee by WMI shall be repaid to WMI within 90 days after receipt of the Termination Notice. Notwithstanding the foregoing, in the event that WMI determines, in its sole discretion, that the public will receive a benefit from the Project, as completed, WMI, at its option, may require repayment of only those funds not expended in accordance with the terms of this Agreement.

16. OWNERSHIP OF INTELLECTUAL PROPERTY:

- a. Non-Proprietary Information: Research Data. The parties agree that any non-proprietary information developed under this Agreement will be made publicly available. Any research data collected under this Agreement by the Grantee shall be owned by the Grantee. Both parties and the Service shall have complete and unlimited access to all such data.
- b. Patent Rights. In the event that Grantee develops a patentable invention using the funds granted pursuant to this Agreement, in accordance the standard patent rights clause set forth in 37 CFR 401.14, as amended from time to time, the Grantee may retain the entire right, title, and interest throughout the world to each subject invention subject to certain exceptions set forth therein. With respect to any subject invention in which the Grantee retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. Grantee should review 37 CFR 401.14 if applicable to understand the rights and exceptions set forth therein.

17. COMMUNICATIONS AND PUBLICATIONS:

- a. Publications and Announcements. WMI reserves the right to announce this grant award publicly in the time and manner of its choosing. Grantee agrees to issue no public announcement regarding this Agreement without WMI's prior approval except for University's regular reports, which may include the name of the Principal Investigator, the title of the project, the name of the Sponsor, and the amount of funding provided. Grantee acknowledges and understands that any news releases and publicity issued by either Grantee or WMI is subject to approval by the Service prior to release. Additionally, Grantee agrees that any such news releases and publicity issued by Grantee in reference to this Agreement or activities supported by the Grant shall mention specifically that the Grant and associated conservation activities are supported by a grant/cooperative agreement from the U.S. Department of the Interior, Fish and Wildlife Service and shall mention the amount of Federal funding provided.
- b. Printing. Title 44, U.S. Code, Section 501, requires all that printing and publishing to be done pursuant to this Agreement be completed through the Government Printing Office (GPO), if Federal funds are used. Therefore, the Grantee shall submit one complete copy of items to be

printed for public distribution in print-ready format to WMI. The Grantee shall also submit the distribution list (complete with names and addresses), and any special instructions for printing. Acceptable formats include: WordPerfect or Word for text; Pagemaker or Quark Express for graphics; Illustrator, freehand or hardcopy for images; Photoshop, actual prints or slides for photographs.

- c. Copies of Publications. Grantee agrees to provide WMI with three copies of any article, report, media interview or other publication relating to activities covered under this Agreement.
 - d. Publication of any reports or parts thereof by Grantee's personnel shall be subject to review and comment by WMI, as well as the Service. Authorship shall not incur any privileges of copyright nor restriction on distribution. Appropriate credits to WMI and the Service shall be included in any formally published article, unless WMI and the Service decline to be credited.
 - e. WMI reserves the right to reproduce and distribute, for their own purposes, any product(s) resulting from this Agreement and reserves the same right for the Service. These products may include, but not be limited to, leaflets, booklets, video recordings, slide presentations, or posters. The Grantee agrees, for a period not to exceed six months after the completion date of this Agreement, to provide to WMI at its request and at no cost, camera-ready copy of any printed material produced under this Agreement, which material may be used by WMI and the Service in their discretion.
 - f. All documents approved for printing shall bear the appropriate Service logo, which shall be supplied to Grantee by WMI, on the first page inside the cover with the following statement: "Partial funding for this program is supported by a grant/cooperative agreement from the U.S. Department of the Interior, Fish and Wildlife Service."
18. **ASSIGNMENT:** The Agreement or any rights or interest therein may not be assigned, delegated or encumbered in whole or in part, without WMI's prior written consent, including without limitation, the subcontracting of work to be performed under the Agreement.

(Remainder of page intentionally left blank; item 19 follows.)

19. NOTICES: All notices, requests, claims and other communications hereunder shall be in writing. Any notice, request, claim or other communication hereunder shall be deemed duly delivered three business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent by facsimile or by reputable nationwide overnight courier service for next business day delivery, in each case to the intended recipient at the following address:

If to Grantee:

Ms. Pamela Brown
CU OSP
300 Brackett Hall, Box 345702
Clemson, SC 29634-5702
pcreebs@clermson.edu
Phone: 864-656-7062

If to WMI:

Scot Williamson
Vice President
Wildlife Management Institute, Incorporated
4426 VT Route 215N
Cabot, VT 05647
wmisw@together.net
Phone: 802-563-2087

Either party to this Agreement may change the address to which notices, requests, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

- 20. WAIVER:** Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not constitute or operate as a continuing waiver.
- 21. RIGHTS AND REMEDIES CUMULATIVE:** The various rights and remedies of WMI under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
- 22. DISPUTES:** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, before resorting to litigation. The venue of all mediation shall be a mutually agreeable location in the State of South Carolina. The parties shall share the costs of mediation equally.
- 23. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State where the defending party maintains their principal offices without regard to its conflicts of law's provisions.

24. **SEVERABILITY**: If any provision of this Agreement, or any portion thereof, is held to be invalid or unenforceable by any court of competent jurisdiction, such invalid or unenforceable provision or portion thereof shall not affect the remainder of this Agreement.
25. **ATTORNEYS' FEES**: In the event that either party brings a court action, suit or proceeding to enforce this Agreement, the prevailing party may be entitled to reimbursement by the other party its reasonable costs, expenses and attorney's fees in addition to any other relief granted.
26. **COUNTERPARTS**: This Agreement may be executed in counterparts, all of which taken together will constitute one instrument and executed signature pages delivered by facsimile or electronically will be treated in all respects as original signatures.
27. **ENTIRE AGREEMENT**: This Agreement and the exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter herein and terminate and supersede all prior understandings or agreements on the subject matter hereof. This Agreement shall not be amended or modified except in a writing that is duly executed by both parties.

(Remainder of page intentionally left blank; signature page follows.)

ATTACHMENTS

1. GRANT QUARTERLY PROGRESS REPORT
2. GRANT QUARTERLY FINANCIAL REPORT

ATTACHMENT 1
GRANT QUARTERLY PROGRESS REPORT

Quarter: (circle one) 2014 2nd 2014 3rd 2014 4th 2015 1st 2015 2nd

Grant Program, Number and Title:

Organization:

Project Leader:

Abstract: Please provide a short (1-2 paragraphs) abstract that addresses EACH of the following: the objectives of your project, accomplishments to date, future plans and timelines with an estimate for when the project will be completed.

Were planned goals/objectives achieved last quarter?

Progress Achieved: (For each Goal/Objective, list Planned and Actual Accomplishments)

Difficulties Encountered:

Activities Anticipated Next Quarter:

Expected End Date:

Costs:

Total life to date expenses (include this quarter):

Total Approved Budgeted Funds:

Are you within the approved budget plan and categories?

Signature:

Date:

ATTACHMENT 2
GRANT QUARTERLY FINANCIAL REPORT

Quarter: (circle one 2014 2nd 2014 3rd 2014 4th 2015 1st 2015 2nd

Grant Program, Number and Title:

A. Current Quarter Grant Eligible Cost Summary:

	GRANT FUNDS	MATCH*	TOTAL
<u>Personal Service Cost</u>			
Salaries and/or Wages			
Fringe Benefits			
Personal Service Indirect Cost ___%			
<u>Non-personal Service Cost</u>			
Travel			
Equipment			
Supplies & Materials			
Contractual Services			
Other			
Non-personal Indirect Cost ___%			
TOTAL			

*Match is a requirement of some grant programs; list matching funds if specified in contract.

B. Cumulative Total Grant Eligible Costs Claimed from Beginning of Agreement up-to-and Including Current Quarter:

Total Life-to-Date Expenses	\$
Less Previous Payments Processed	\$
Total Amount Due Grantee Now:	\$

C. Personal Services Summary Grantee and 3rd Party Match*:

Date	Name, Affiliation, Title	Rate	Task	Hours	Total Cost

*Match is a requirement of some grant programs, document match if specified in contract.

NOTE: This certification must be signed prior to reimbursement of costs unless daily time and activity records summarizing personal services performed in relation to the project for each individual employee are signed by the appropriate supervisor and attached.

**CERTIFICATION OF
GRANTEE AND 3RD PARTY MATCH**

I hereby certify that daily time and activity records for each individual detailing the specific hours devoted solely to this project which are distinguishable from work done on other projects during the same time frame, maintained in accordance with all applicable federal, state and general municipal accounting practices and procedures are available in our files for inspection.

Authorized Representative

SCHEDULE A: PROJECT NARRATIVE

Grantee agrees to meet the following project outcomes as specified in the grant proposal submitted to the Wildlife Management Institute.

Background:

Conservation planning has become a sophisticated science utilizing GIS and large spatial datasets to generate maps of conservation scenarios. Such modeling processes and products help decision makers prioritize where and when to take conservation action. The best conservation planning processes are interactive and inclusive of multiple, iterative stakeholder and expert inputs. Transparency of models is increased by generating actual targets and goals with the help of important regional cooperators, e.g., the App LCC Steering Committee.

As the science of conservation planning has grown so have the number of options for software, modeling approaches, and data. The good news is most conservation planning processes are able to be integrated at some level and products from one approach can be used in others. Geographic ecological and social differences may to some degree lead to better or worse choices for specific regions. Most important is to understand how and why a modeling approach works the way it does. It is important to be able to openly parameterize the process by setting targets and goals through iterative scenarios with knowledgeable stakeholders. Finally, it is important to compare outputs with other approaches for some areas and also, incorporate products from one into the other. For example, we can incorporate "Resilient Landscapes" into site selection and connectivity algorithms.

The Appalachian LCC is a large and complex region ecologically and socially. Its ancient geological history combined with lack of glaciation through many parts, and recent (~12000 years) land use history set the stage for diversity. Changes in forest cover and topography due to mining and agriculture over the past few centuries and current forest management (e.g., fire), have produced as complex a landscape for conservation as anywhere in the world. There is no one conservation planning approach that will adequately capture all the conservation needs and problems for this region. However, there are approaches that will simplify the problem of regional conservation planning. These should be tested and applied using available data. They can be refined, but it is important to begin so that there is a regional product that can be discussed and revised.

The goal of this project is to develop a draft regional conservation plan using an iterative planning approach. Using available data and modeling approaches that are well represented in the literature we will develop candidate scenarios. Site selection, threats, and connectivity analyses will be employed using data made available through the Data Needs Assessment and other App LCC data products (e.g., Energy Forecasts). These draft results will be presented to the App LCC steering committee during a two day workshop during which we will utilize interactive techniques and rapid computing to develop new, scenarios. Following the workshop there will be further effort to integrate steering committee comments and solicit and integrate comments from other stakeholders. Draft products produced by each of these rounds of feedback will be supplied to stakeholders with supporting documentation. Following 2-3 such integrative feedback loops, map products will be posted to the public website.

Tasks:

- 1) **Develop candidate conservation planning models that include the following components: A) a site selection example, B) a connectivity example, and C) threats example. Marxan will be used for the straw man site selection example. Circuitscape will be used for the connectivity example. Natural landscape condition indices will be used for the threats example. Other existing datasets include data gathered during the data needs assessment supplemented by new data (e.g., resilience scores, energy). Deliverable-A draft of the mapped scenarios – Scenario I - will be provided to the App LCC by August 15.**
- 2) **Deliverable-Conduct 2 day conservation planning workshop for App LCC Steering Committee members at the National Conservation Training Center in Shepardstown, W. Va. on September 3 and 4, 2014.**
- 3) **Incorporate workshop comments and produce a revised conservation scenario based on the comments (Scenario II). Deliverable-Provide Scenario II to workshop participants by November 15, 2014 and request feedback on it.**
- 4) **Integrate feedback on Scenario II and produce Scenario III. Solicit wider range of stakeholders for review comments. These will be drawn from App LCC cooperators with the assistance of LCC staff. We are looking for 6-8 stakeholders representing wider array of interests. Deliverable-Provide Scenario III to these stakeholders by February 1, 2015 and solicit feedback.**
- 5) **Integrate feedback from Scenario III and produce Scenario IV. Deliverable-This scenario will be posted as a Beta plan on the App LCC website by April 15, 2015. Review will be solicited from other LCCs.**
- 6) **Integrate feedback from Scenario IV and produce Scenario V. Deliverable-Scenario V will be published on the App LCC website by June 30, 2015.**

SCHEDULE B: PROJECT BUDGET

Grantee agrees to conform to budget amounts and categories as specified in the grant proposal submitted to the Wildlife Management Institute.

Budget:

Expense	Amount	Fringe	Total
RA salary	20,000	1060	21,060
Baldwin salary	10,000	2820	12,820
Palmetto Node	5000		5000
Travel to workshop Baldwin	500		500
Total direct			39,380
F&A of 15%			5,907.00
Total direct +indirect			45,287

SCHEDULE C: CERTIFICATE REGARDING GRANTEE'S FINANCES

The undersigned officer of _____ ("Grantee") does hereby certify to Wildlife Management Institute, Incorporated and Downs Rachlin Martin PLLC as follows:

1. During the preceding fiscal year Grantee has received 80 percent or more of its annual gross revenues in Federal awards. Check YES _____ OR NO X.
2. During the preceding fiscal year Grantee has received \$25,000,000 or more in annual gross revenues from Federal awards. Check YES X OR NO _____.
3. If the answers to questions 1 and 2 were "YES", answer, otherwise disregard this question 3 and question 4 below. Does the public have access to information about the compensation of the five highest paid employees of the Grantee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. Check YES X OR NO _____.
4. Answer this question only if answer to question 3 was required and was answered "NO", otherwise skip this question. Please provide the names and compensation of Grantee's five highest paid employees:

Name	Compensation
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____

5. The undersigned has the personal knowledge to answer these questions and has done so fully and truthfully, and the undersigned also has the authority to execute and deliver this certificate in the name of and on behalf of the Grantee.

IN WITNESS WHEREOF, the undersigned has hereunto signed and sealed this certificate to be effective as of June 17, 2014.

[GRANTEE ENTITY NAME]

By: Amelia Brown

Name: R. Larry Dooley, Ph.D.
Title: Interim Vice President for Research,
Duly authorized

Signing for

EXHIBIT A

Grantee Authorizing Resolutions

[Please attach.]