

FS Agreement No.	05-PA-11081209-040
Cooperator Tax ID No.	62-6001636
Cooperator DUNS No.	00-338-7891
Cooperator Agreement No.	

PARTICIPATING AGREEMENT

Between

USDA FOREST SERVICE, FRANCIS MARION AND SUMTER NATIONAL FORESTS and THE UNIVERSITY OF TENNESSEE

This PARTICIPATING AGREEMENT is hereby entered into by and between the USDA Forest Service, Francis Marion and Sumter National Forests, hereinafter referred to as the Forest Service, and the University of Tennessee, hereinafter referred to as the University, under the authority of the Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1-a-3.

A. PURPOSE:

The purpose of this agreement is to develop and publish a cultural resources overview of the Francis Marion National Forest. The overview will summarize and synthesize all previous cultural resources activity on the Forest. Summary and predictive statements about the quantity, character, distribution, and potential significance of cultural resources on the Forest will be produced as part of this volume.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The University and Forest Service are interested in the prehistory and history of the Francis Marion National Forest and wishes to distribute this information with the public. The information gathered during the study is useful to the Forest Service for overview and summary of cultural resources activities. This work is beneficial to University of Tennessee in that the study provide information on cultural resources. Students at the University of Tennessee will complete a thorough analysis of the accumulated data set to population trends for the report. This study provides an excellent opportunity for students to enhance many of the skills they have learned during their coursework.

It is mutually beneficial for the University and the Forest Service to work cooperatively to describe the cultural history of the Francis Marion National Forest and to make this history available to the public. Both partners want to increase public understanding and involvement in the history of the National Forests in South Carolina.

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

C. FOREST SERVICE SHALL:

1. Designate a project coordinator representing the Forest Service and provide leadership for planning and technical expertise in the design of the project.
2. Make Forest Service heritage specialists available to assist in conducting research and report preparation, review and editing of the findings of this project.

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3. Provide for the curation of records, materials, maps, photographs, and other materials that may result from this project.
4. Provide funding to cover a portion of the cost of this study not to exceed \$35,000.00 as identified on the attached Financial Project Plan. Payment will be made upon receipt of itemized invoices for actual expenditures of project costs.
5. Final payment to Cooperator will be paid upon receipt of approved and finalized report(s) to Forest Service.

D. UNIVERSITY SHALL:

1. Designate a Principal Investigator(s) representing the University and provide leadership for planning and coordination of the project.
2. Develop and implement research design for historical research and provide technical expertise throughout the project.
3. Assure that the preparation of a report on the findings of this project and shall oversee all research and report preparation, including review and editing of the findings of this project.
4. Recruit, coordinate, and manage the work of qualified individuals in the research and writing the cultural and historical overview of the Francis Marion National Forest.
5. Provide the Forest Service with findings of research effort, copies of any and all participants' papers, professional presentations and published articles.
6. Provide for the temporary storage of records, materials, maps, photographs, and any other material that may result from this project.
7. Bill the Forest Service for their prorated share of actual costs incurred. The Forest will make payment upon itemized receipt of an invoice. The invoice shall display actual expenditures of project costs.
8. Final Payment will be made upon receipt of itemized invoices furnished by the Cooperator and may be made only for completed work. Final payment to Cooperator will be paid upon receipt of approved and finalized report(s) to Forest Service.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES:

1. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.
2. COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements.

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(2) Withholding advance payments otherwise due to the cooperator

(3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

3. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.
4. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is not available for reimbursement of cooperator purchase of equipment.
5. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
6. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument. As used in the provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.
7. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
8. NONDISCRIMINATION. The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such cooperators' programs that are produced by the cooperators for public information, public education, or public distribution:

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“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, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.”

If the material is too small to permit the full statement to be included, the material will at minimum include the statement, in print size no smaller than the text, that “This institution is an equal opportunity provider.”

9. ALTERNATE DISPUTE RESOLUTION. 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.
10. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
11. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
12. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through September 30, 2007 at which time it will expire unless extended.
13. EXTENSION OF PERFORMANCE PERIOD. The Forest Service, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original date of execution.
14. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party’s expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

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PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Robert T. Morgan	Dr. David G. Anderson
USDA Forest Service	Department of Anthropology, 250 South Stadium Hall
2421 Witherbee Road	University of Tennessee
Cordesville, SC 29434	Knoxville, TN 37996-0720
Phone: 843-336-3248	Phone: 865-974-2960
FAX: 843-336-4789	FAX: 865-974-2686
E-Mail: rtmorgan@fs.fed.us	E-Mail: damder19@utk.edu

Forest Service Administrative Contact	Cooperator Administrative Contact
Claudette Bryant	Phyllis Turner
USDA Forest Service	Office of Research
4931 Broad River Road	1534 White Avenue
Columbia, SC 29212-3530	Knoxville, TN 37996
Phone: 803-561-4009	Phone: 865-974-2457
FAX: 803-561-4004	FAX: 865-974-2805
E-Mail: crbryant@fs.fed.us	E-Mail: phyllist@utk.edu

15. AVAILABILITY OF FUNDS. Funds in the amount of \$35,000 are currently available for performance of this instrument through September 30, 2007. The Forest Service's obligation for performance of this instrument beyond this date is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this instrument beyond September 30, 2007 until funds are made available to the Forest Service for performance and until the cooperator receives notice of availability by written modification by the Forest Service.
16. COPYRIGHTING (1). The cooperator is granted sole and exclusive right to copyright, including 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 the copyright and all renewals thereof in accordance with this instrument. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell, the document as a profit-making venture. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The 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 shall be transferred to any sub-agreements or subcontracts. This provision includes:

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a. The copyright in any work developed by The University of Tennessee under this instrument.

b. Any rights of copyright to which The University of Tennessee purchases ownership with any Federal contributions.

17. **PUBLICATION SALE.** The cooperator may sell any publication resulting from the project. The publication may initially be sold at fair market value, which is defined in this instrument to cover costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this instrument to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal government contribution to the total costs of the project.

18. **ELECTRONIC FUNDS TRANSFER.** The cooperator shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

1. The payment cooperator does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving check.
3. The payment cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

19. **PAYMENT/REIMBURSEMENT.** Reimburse the cooperator for the Forest Service's proportionate share 51 percent of actual expenses incurred, not to exceed \$35,000.00 and other Federal and nonfederal cash contributions, as shown in the incorporated Financial Plan. The cooperator is approved to submit **quarterly** billings(s). The Forest will make payment for its proportionate share of project costs upon receipt of an invoice. Each invoice shall display the cooperator's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), display by separate cost elements as documented in the Financial Plan, and other Federal and nonfederal cash contributions and previous Forest Service payments. The invoice should be forwarded as follows:

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Send an original to:
 Claudette Bryant
 USDA Forest Service
 4931 Broad River Road
 Columbia, SC 29212-3530
 803-561-4009
crbryant@fs.fed.us


Send a copy to:
 Robert Morgan
 USDA Forest Service
 2421 Witherbee Road
 Cordesville, SC 29434
 843-336-3248
rtmorgan@fs.fed.us

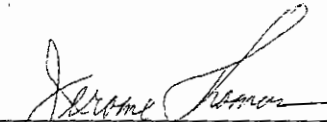
20. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.
21. AUTHORIZED REPRESENTATIVES: By signature below, the cooperator certifies that the individuals listed in this document, as representatives of the cooperator, 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 written date below.

THE UNIVERSITY OF TENNESSEE

USDA FOREST SERVICE
 Francis Marion & Sumter National Forests

 8/30/05
 DATE
 DR. W. F. HARRIS
 Assoc. Vice Chancellor
 for Research

 8/30/05
 DATE
 JEROME THOMAS
 Forest Supervisor

The authority and format of this instrument has been reviewed and approved for signature.

/s/ Vinda W. Anderson August 30, 2005
 Vinda W. Anderson DATE
 FS Agreements Coordinator

Forest Service Use

Job Code: 0812NFIM09

PA Agreement No. 05-PA-11081209-040
Cooperator: University of Tennessee
Cooperator Termination Date: 9/30/2009

MODIFICATION No. 1
To
Participating Agreement No. 05-PA-11081209-040
between
USDA Forest Service, Region 8, Francis Marion & Sumter National Forests
and the
University of Tennessee

This MODIFICATION is hereby entered into by and between the USDA Forest Service, Francis Marion & Sumter National Forests, hereinafter referred to as the USFS, and the the University of Tennessee, hereinafter referred to as the Cooperator, as specified under the provisions of Participating Agreement No. 05-PA-11081209-040, executed on September 2, 2005.

The purpose of this Modification is:
To extend the termination date of the agreement for an additional year from September 30, 2008 to September 30, 2009 to prepare the final report in the form of a cultural resources overview for the forest. No additional funds a needed.

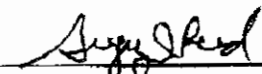
Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

AUTHORIZED REPRESENTATIVES: By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

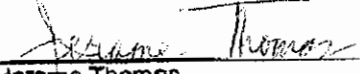
THE PARTIES HERETO have executed this instrument as of the last date shown below.

University of Tennessee

USDA FOREST SERVICE
Francis Marion & Sumter National Forests

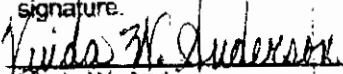


Gregory D. Reed
Office of Research
8-16-08
DATE



Jerome Thomas
Forest Supervisor
8/21/08
DATE

The authority and format of this instrument has been reviewed and approved for signature.



Vinda W. Anderson
Agreements Coordinator
8/21/2008
DATE

Job Code - NFIM12 - \$

FOR FOREST SERVICE USE ONLY
Agreement No.: 05-PA-11081209-040
Spending Limit for FY09:
Burden (overhead rate):
Job Code: NFIM12
Billing Frequency (advance lump sum, monthly):

Del to OR
12/9/08