COOPERATIVE AGREEMENT P14AC00659
Between
The Department of the Interior
National Park Service
and
Appalachian Trail Conservancy

PROJECT TITLE: Cooperative Management of the Appalachian National Scenic Trail
CFDA NUMBER: 15.935 – National Trails System Projects

This Agreement is made and entered into between the Appalachian Trail Conservancy (ATC), a non-profit corporation and the United States Department of the Interior, National Park Service (NPS).

ARTICLE I – BACKGROUND AND OBJECTIVES

The Appalachian Trail is a way, continuous from Katahdin in Maine to Springer Mountain in Georgia, for travel on foot through the wild, scenic, wooded, pastoral, and culturally significant lands of the Appalachian Mountains. Conceived in 1921 and initially completed in 1937, the Appalachian Trail was designated as a National Scenic Trail with the passage of the National Trails System Act in 1968 [82 Stat. 919, as amended]. By law, overall responsibility for administration of the Appalachian National Scenic Trail rests with the Secretary of the Interior and is carried out by the National Park Service (NPS).

Since 1925, the Appalachian Trail Conservancy (ATC) has facilitated the construction, preservation, maintenance, and management of the Appalachian Trail and played a leadership role in defining policies and practices to ensure its proper protection and care. Further, the Conservancy and its Trail-maintaining clubs have operated, developed and maintained the Trail under the auspices of a series of formal agreements with the NPS and other agencies since 1970. Similar agreements recognizing ATC as a guarantor of trail management responsibilities have since been signed by ATC and many other state and federal agencies.

In 1981, the NPS completed a Comprehensive Plan for the Appalachian National Scenic Trail, which established the framework of a "Cooperative Management System," a unique partnership arrangement between public and private groups involved in management of the Trail. The Comprehensive Plan is supplemented by "local management plans," which provide more specific policy and program direction for each section of the Appalachian Trail which ATC delegates to a specific organization.

This Cooperative Agreement recognizes ATC’s roles and responsibilities, the substantial involvement of the NPS, and supports and strengthens the volunteers of the individual trail clubs as the core of the Trail’s Cooperative Management System. This
collaboration serves the broader public purpose of preserving the Appalachian National Scenic Trail and keeping it available to the public.

ARTICLE II – AUTHORITY

16 U.S.C. Section §1g provides that the National Park Service may, in fiscal year 1997 and thereafter, enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs pursuant to 31 U.S.C. 6305.

National Trails System Act: 82 Stat. 919; 16 USC 1241 et seq. established the Appalachian National Scenic Trail and directed the Secretary of the Interior to administer it primarily as a footpath, in consultation with the Secretary of Agriculture; and emphasized the use of cooperative agreements and encouraged the Secretaries to assist volunteers and volunteer organizations, including the Appalachian Trail Conservancy in planning, developing, maintaining and managing national trails.

National Trails System Act: 16 U.S.C. Section 1250 Volunteer Trails Assistance authorizes the Secretary of the Interior to encourage volunteers and volunteer organizations to plan, develop, maintain, and manage, where appropriate, trails throughout the Nation. The Secretary is authorized to utilize the Volunteers in the Parks Act of 1969.

ARTICLE III - STATEMENT OF WORK

Both Parties Agree to perform their respective responsibilities as identified in the work areas below. In addition, each program under this Agreement will be further defined with more detail through task agreements, including background and objectives, statements of work, and budgets developed cooperatively between the NPS and ATC, and approved by the key officials from each organization as identified in Article V. This primary Cooperative Agreement shows significant substantial involvement by the National Park Service as required by the Federal Grant and Cooperative Agreement Act of 1977. The level of substantial involvement for specific task agreements may vary and may be implemented by the USDA Forest Service.

A. Communication & Collaboration: Effective communication is a crucial component in the Cooperative Management System of the Appalachian Trail. Introducing, and promoting Trail management initiatives to our management partners (clubs, federal and state agencies) and facilitating information sharing with interested external parties (e.g., land trusts, environmental groups, gateway communities, stakeholders, and donors) is critical to the
preservation of the Trail and its associated resources. The development of guidelines, handbooks and planning documents is equally important in order for Trail management partners to carry out their responsibilities.

1. The NPS shall provide communication services such as, but not limited to, the following:
   a. Assist with the development and implementation of communication strategies for the public and stakeholders, as well as efforts aimed at ensuring consistency in implementation of management policies, volunteer training, and developing A.T. club capacity
   b. Share agency information as appropriate with the ATC to be disseminated to partners and the general public.
   c. Serve as liaison with agency partners to disseminate information.

2. The ATC shall provide communication services such as, but not limited to, the following:
   a. Develop and implement communication strategies for the public and stakeholders, as well as efforts aimed at ensuring consistency in implementation of management policies, volunteer training, and developing A.T. club capacity
   b. Coordinate communication and public relation initiatives to management partners and externally to trail users and the general public.
   c. Develop and prepare periodic newsletters, annual reports, and other publications.

3. Both parties shall provide communication and collaboration services such as, but not limited to, the following:
   a. Coordinate messages and information to provide consistent information to the public and to partners.
   b. Develop handbooks and publications as necessary and appropriate for various program areas.
   c. Cultivate and participate in partnerships with other agencies, universities, communities, and related
organizations.

d. Develop and maintain Web sites, social media, and other communication services.

e. Provide planning and support services for meetings, conferences, and training opportunities at the local, regional and Trail-wide levels.

B. Volunteer Administration & Capacity Building: The NPS and ATC jointly serve as a "volunteer center" for the Appalachian Trail by managing and supporting volunteer programs to enhance the tradition of volunteer stewardship of the Trail, as well as building capacity within the local Trail-management clubs and other partners to be effective and sustainable volunteer-based organizations.

1. The NPS shall provide appropriate support to volunteers through the NPS Volunteers-in-Parks program on NPS lands associated with the A.T. NPS will also provide secondary support to state partners through the Volunteers-In-Parks program. Volunteers working on the A.T. within National Forests will be supported by the USDA Forest Service Volunteers-in-Forests program.

2. Both Parties shall provide volunteer administration and capacity building services such as, but not limited to, the following:
   a. Develop and promote volunteer recruitment, retention, motivation and recognition programs.
   b. Establish effective methods to track volunteer numbers, hours, value of services and work accomplishments trail-wide.
   c. Develop or provide for effective volunteer training and certification programs for volunteers.
   d. Promote organizational sustainability for Trail-managing clubs.

C. Planning & Evaluation: As new government and private initiatives and mandates require programs to be altered, or new programs to be developed, effective planning and evaluation is critical.

1. Both parties shall provide planning and evaluation services such as, but not limited to, the following:
   a. Program and project planning design and development.
b. Preparation of workload, budget, and impact plans.
c. Develop policy recommendations.
d. Budget development.
e. Evaluation of program operation and implementation issues.
f. Development and utilization of tools for measurement, monitoring, and modeling.
g. Respond, as appropriate, to proposed developments (including pipelines, power lines, communication towers, highways, and residential, commercial, and industrial developments) that may affect the Appalachian Trail.

D. **Resource Management:** The NPS and ATC are jointly involved in the process of inventorying, monitoring and managing natural and cultural resources of the Appalachian Trail, and are discovering a rich and expansive collection requiring analysis, and a broad array of management actions.

1. The NPS shall, at a minimum, undertake the following activities to support the Resource Management program:
   a. Provide overall leadership in Natural Resource program development, coordination, and implementation.
   b. Develop monitoring and management protocols for staff and volunteers involved in natural resources activities including rare plants, invasive species, phenology, climate change, and scientific research related projects.
   c. Assess effectiveness of monitoring and management protocols based on data analysis
   d. Review and process research permits for natural and cultural resource management projects on APPA lands.
   e. Assume the leadership role in defining invasive species priority control projects on APPA lands.

2. The ATC shall, at a minimum, undertake the following resource management activities:
   a. Plan and conduct volunteer training workshops for natural resource management including rare plant monitoring, invasive species, and phenology monitoring programs.
   b. Coordinate on-the-ground management activities needed to protect occurrences of rare, threatened, and endangered species, historic properties, and other
natural, cultural, and aesthetic resources.

c. Assist in the review of trail rehabilitation and construction projects on the A.T. and provide guidance to clubs/volunteers on minimizing impact on natural and cultural resources.

d. Assist with coordination and implementation of activities needed to inventory and manage invasive species populations.

e. Seek opportunities to collaborate with partners to foster ongoing and potential research and monitoring projects affecting the Appalachian Trail.

f. Assist in the management and monitoring of Special Use Permits.

3. Both Parties shall:

a. Plan for and carry out management actions and programs as necessary to protect, enhance, and ensure the continued viability of natural, cultural, and aesthetic resources along the Appalachian Trail.

E. Facility Management: The primary assets associated with the Appalachian National Scenic Trail include more than 2,100 miles of the A.T. and more than 300 miles of side trails, trail bridges, backcountry shelters, privies, and campsites, parking lots, buildings, maintained landscapes, water systems, and boundary, and other assets. These make up the A.T. assets and have been, and continue to be, planned, designed, constructed, managed, and maintained and operated cooperatively by the Appalachian Trail Conservancy, affiliated Trail-maintaining clubs, and federal and state agencies.

1. The NPS shall, at a minimum, undertake the following activities:

a. Conduct or facilitate all required compliance actions necessary for the construction and maintenance of A.T. assets.

b. Assist in the planning and design of new or altered A.T. assets.

c. Coordinate and assist ATC with condition assessments on the A.T.

d. Assist in the planning of maintenance projects.

e. Provide program oversight to the boundary maintenance, monitoring, and mitigation program and coordinate response to boundary encroachments as necessary.
f. Maintain facility management systems as required by the NPS.

g. Provide for the use of retained structures by the ATC and affiliated Trail Clubs as appropriate. These structures include: the Mid-Atlantic Regional Office, Scott Farm Training Center, Eckville Caretaker Residence, 501 Caretaker Residence, Nuclear Lake Dam Tender Residence, and Upper Goose Pond Cabin. No other retained structures are authorized to be occupied.

h. Provide for or coordinate with federal and state agencies for the primary assessment, management and maintenance of major infrastructure such as NPS dams, major bridges, and parking lots.

2. The ATC shall, at a minimum:

a. Provide for the planning, design, construction, management and/or maintenance of A.T. assets in cooperation with agency partners and Trail-maintaining clubs.

b. Conduct condition assessments of A.T. assets on a regular periodic cycle and develop plans to address identified deficiencies. Assist as appropriate with assessments of major infrastructure such as major bridges, NPS dams, and parking lots that will be conducted by the appropriate federal and state agencies.

3. Both Parties shall:

a. Develop and support appropriate assessment tools and techniques for evaluating the condition of the trail and trail related assets and provide that information to partners for project planning purposes.

b. Establish or provide guidelines for the design, construction, and maintenance of A.T. assets.

c. Provide training and technical assistance to staff and volunteers in support of constructing and maintaining A.T. assets.

d. Cooperate in the maintenance of retained structures to ensure they remain in good condition and develop maintenance plans on an as needed basis to identify project needs.
F. **Information, Interpretation, Education & Outreach:** The ultimate goals of providing information, interpretation, education and outreach programs for the Appalachian Trail are to encourage our audiences to have safe and enjoyable experiences, to care *about* the Trail and surrounding lands, and to offer them opportunities to care *for* the Trail. In addition, these programs will increase public sensitivity, awareness of, and appreciation for, the Appalachian Trail (A.T.), its resources, and its caretakers. The means to fulfill these goals include but are not limited to the following:

1. The NPS shall at a minimum undertake the following activities:
   a. Provide materials, training, and personnel as appropriate and available to assist with the planning, design and implementation of informational materials, interpretive, educational, and outreach programs, and media.
   b. Produce and provide the NPS uni-grid maps of the Appalachian Trail as funds are available.
   c. Support the development of visitor services and education programs through partnerships with schools and communities.

2. The ATC shall at a minimum undertake the following activities:
   a. Coordinate and support the visitor service programs Trail-wide as appropriate,
   b. Provide for coordination and cooperation with agency partners for public safety and emergency response.
   c. Develop informational materials such as, but not limited to, guidebooks and maps of the Trail.
   d. Develop and maintain visitor center facilities as appropriate.
   e. Conduct interpretive programs and organized hikes on the Trail based on the availability of staff and volunteers.
   f. Build capacity within the ATC, Trail-maintaining clubs, and other partners to conduct interpretation, education and community outreach programs.

G. **Visitor & Resource Protection:** Visitor protection on the Trail is a complex, multi-jurisdictional effort coordinated primarily by the NPS Chief Ranger with assistance from ATC as described below:

1. The NPS shall at a minimum undertake the following activities:
   a. Respond, coordinate or assist with incidents as necessary and appropriate.
   b. Leads the Incident Work Group to discuss and evaluate incident response needs along the Trail.
c. Conducts training for ATC staff and volunteers in appropriate initial response actions and reporting.
d. Issue Special Use Permits as necessary and appropriate.

2. The ATC shall at a minimum undertake the following activities:
   a. Participate on the Incident Working Group and report incidents to the Chief Ranger
   b. Assist with training for staff and volunteers in appropriate initial response actions and reporting
   c. Provide for coordination and cooperation with agency partners for public safety and emergency response.
   d. Assist in the management and monitoring of Special Use Permits.

H. Technical Program Support: Technical programs in support of Trail management include Geographic Information Systems (GIS), use of Global Positioning Systems (GPS), associated databases, Web sites, and IT support and training. These programs can be adapted and new programs developed as a result of a perceived need or new technology, and as a result of evaluations.

   1. Both parties will collaborate to provide support and training in technical program areas including but not limited to:
      a. Identifying procedures and methodologies for collecting, managing, updating, prioritizing and linking Trail management data and information.
      b. Sharing appropriate Trail management data, information, knowledge and resources as appropriate.
      c. Providing appropriate training for staff and volunteers.

ARTICLE IV - TERM OF AGREEMENT – PROJECT PERIOD

This Agreement will become effective upon the signature of the National Park Service Agreements Officer and extend until December 31, 2024, unless terminated earlier in accordance with Article XII.

ARTICLE V - KEY OFFICIALS

The personnel specified below are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed hereunder. Either party, on notice to the other party, may designate another person or persons to act in his/her place for point of contact positions that do not require specific designation.
The NPS Agreements Technical Representative (ATR) will be designated in writing by the Agreements Officer. Authorities and limitations of authority will be explained in the designation letter.

The ATC may change its Key Officials by notifying the NPS Agreements Officer in writing. The ATC will address any communication regarding this Agreement to the NPS ATR.

1. For the NPS:
   Signatory Agreements Officer
   NER Agreements Officer
   National Park Service
   US Custom House
   200 Chestnut Street-3rd Floor
   Philadelphia, PA 19106
   Telephone: 215-597-6476

   Agreements Technical Representative
   Rita Hennessy
   National Park Service
   Appalachian National Scenic Trail
   PO Box 50; 252 McDowell Street
   Harpers Ferry, WV 25425
   Rita_hennessy@nps.gov
   Ph# 304-535-6170

2. For the ATC:

   Signatory
   Ron Tipton
   Executive Director/CEO
   Appalachian Trail Conservancy
   PO Box 807, 799 Washington Street
   Harpers Ferry, WV 25425
   rtipton@appalachiantrail.org
   Ph# 304-535-6331

   Administrative
   Stacey Marshall
   Director of Finance and Administration
   Appalachian Trail Conservancy
   PO Box 807, 799 Washington Street
   Harpers Ferry, WV 25425
   smarshall@appalachiantrail.org
   Ph# 304-535-6331
ARTICLE VI – AWARD, PAYMENT AND REIMBURSEMENT

A. The following documents will be submitted by the ATC prior to individual Task Agreement awards:

1. SF-424, Request for Federal Financial Assistance
2. SF-424A, Budget Information, Non-construction Programs
3. SF-424B, Assurances, Non-construction Programs
   Budget Information from the SF-424A is summarized later in this Article.

B. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, amount of financial assistance and any other special term or condition applicable to that project

C. ATC shall request payment in accordance with the following:

1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury’s ASAP system.
2. **Requesting Advances.** Requests for advances must be made submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the ATC to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
4. **Adjusting payment requests for available cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the U.S Treasury ASAP system by the ATC.
6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior Agency (NPS) approval of payments
may be required when/if a ATC is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the ATC when they submit a request for payment. The ATC must then notify the NPS Awarding Officer identified on the Assistance Agreement that a payment request has been submitted. The NPS Awarding Officer may request additional information from the ATC to support the payment request prior to approving the release of funds, as deemed necessary. The ATC is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

D. In order to ensure proper payment, it is required that ATC register with the System for Award Management (SAM), formerly Central Contractor Registration (CCR), accessed at http://www.sam.gov. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents ATC may have with the Federal government.

E. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.

F. Allowable and Eligible Costs: Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS Awarding Officer. The ATC shall not incur costs or obligate funds for any purpose pertaining the operation of the project, program, or activities beyond the expiration date stipulated in the award.

G. Travel costs: For travel costs charged against awards under the Agreement, the ATC and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.

H. Indirect Costs: Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

I. Nothing contained in this Agreement will be construed as binding the NPS to expend in any one fiscal year any sum in excess of the appropriation made by Congress or administratively allocated for purposes of this Agreement in that fiscal year.
ARTICLE VII - PRIOR APPROVAL

The (ATC) shall obtain prior approval for budget and program revisions, in accordance with 2 CFR Part 215 (OMB Circular A-110), as codified by 43 CFR Part 12, Subpart F.

ARTICLE VIII – LIABILITY

ATC agrees to:

A. To indemnify, save and hold harmless the United States against all fines, claims, damages, losses, judgments, and expenses from any act or act of omission of the Cooperator, its officers, employees, or agents, arising out of or in any way connected to activities authorized pursuant to this Agreement.

B. To purchase public and employee’s liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars ($1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars ($3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insurer shall have no recourse against the Government for payment of any premium or assessment, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured’s sole risk. Prior to beginning the work authorized herein, ATC shall provide the NPS with confirmation of such insurance coverage.

C. To pay the United States the full value for all damages to the lands or other property of the United States caused by the ATC, its officers, employees, or representatives.

D. To provide worker’s compensation protection to ATC’s officers, employees, and representatives.

E. To cooperate with the NPS in investigation and defense of any claims that may be filed with the NPS arising out of the activities of the ATC, its agents, and employees.

F. In the event of damage to or destruction of the buildings and facilities assigned for the use of the ATC in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the ATC, that
damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the ATC, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the ATC will constitute termination of this Agreement by the NPS.

G. Volunteers must be officially registered for volunteer work through an individual or group agreement per the requirements of the National Park Service, USDA National Forest Service, and/or the U.S. Fish and Wildlife in order to be considered and determined eligible for any compensation and/or claims.

ARTICLE IX - REPORTS AND/OR DELIVERABLES

A. Where to Submit – In accordance with 43 CFR Part 12, the ATC will submit reports to the NPS Agreements Officer at the address specified in Article V. The ATC will also submit a copy of each report to the ATR at the address specified in Article V.

B. What and When to Submit – The ATC will submit to the NPS the following reports at the specified times:

1. Federal Financial Report (FFR), SF425, submitted annually, no more than 30 days after the end of the reporting period. Upon completion of the project a final FFR will be submitted no more than 90 days after the final project end date.

2. FFR reports will be submitted for this agreement for any period of time within the quarterly report period.

3. Performance Reports - In accordance with 2 CFR 215.51, the ATC will provide annual performance reports describing the accomplishments of the ATC, the expenses and income of the ATC, and each entity to which the ATC made any grant during the fiscal year. Annual reports shall be due 90 days after the grant year. The final performance report is due 90 days after the end of the award.

C. Recordkeeping – The ATC will keep records concerning this Agreement in accordance with the requirements of the General Provisions, CFR and applicable Office of Management and Budget Circulars.

D. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records
that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 215.53.

ARTICLE X - PROPERTY UTILIZATION AND DISPOSITION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 215.30 through 37 apply to this Agreement. If the project described in Article III includes the acquisition of property (i.e. equipment, supplies) see www.whitehouse.gov/omb/grants to access the applicable OMB Circulars.

ARTICLE XI - PROGRAM INCOME

Program income earned during the project period shall be retained by the ATC and added to funds committed to the project by the NPS and the ATC and used to further eligible projects or program objectives. Additionally, revenues derived from the sale of deliverables and earned after the end of the project period must be used to fund projects or programs consistent with the Park goals. However, program income does not include interest earned on funds received from the NPS which interest shall be remitted promptly but at least quarterly to the NPS. The ATC may keep interest amounts up to $100 per year for administrative expenses.

ARTICLE XII – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS Agreements Officer and the authorized representative of ATC.

B. This agreement may be terminated consistent with applicable termination provisions for Cooperative Agreements found in 2 CFR 215.61.

ARTICLE XIII - GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. OMB Circulars and other Regulations - The following OMB Circulars and other regulations are incorporated by reference into this Cooperative Agreement:

   a) 2 CFR Part 230 (OMB Circular A-122), Cost Principles for Private Non-Profit Organizations.

2. Trafficking in Persons
a) Provisions applicable to a Recipient that is a private entity.
   (1) You as the Recipient, your employees, subrecipients under this award, and subrecipients’ employees may not--
   (i) engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   (ii) procure a commercial sex act during the period of time that the award is in effect; or
   (iii) use forced labor in the performance of the award or subawards under the award.
   (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity--
   (i) is determined to have violated a prohibition in paragraph a.1 of this award term; or
   (ii) has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either
   (A) associated with performance under this award; or
   (B) imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1400.

b) Provision applicable to a Recipient other than a private entity.
   (1) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
   (i) is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   (ii) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either-
   (A) associated with performance under this award; or
   (B) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1400.

c) Provisions applicable to any Recipient.
   (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a(1) of this award term.
(2) Our right to terminate unilaterally that is described in paragraph a(2) or b of this section:
   (i) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   (ii) is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d) Definitions. For purposes of this award term:
   (1) “Employee” means either:
      (i) an individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      (ii) another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjecting to involuntary servitude, peonage, debt bondage, or slavery.
   (3) “Private entity”:
      (i) means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
      (ii) includes:
         (A) a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
         (B) a for-profit organization.
   (4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4. **Lobbying Prohibition** - 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

5. **Anti-Deficiency Act** - 31 U.S.C. § 1341 - Nothing contained in this Agreement shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for that fiscal year, or to involve any Federal agency in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.

6. **Minority Business Enterprise Development** - Executive Order 12432 - It is national policy to award a fair share of contracts to small and minority firms. The Service is strongly committed to the objectives of this policy and encourages all Cooperators/Recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR § 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

7. **New Restrictions on Lobbying** - In accordance with 43 CFR Part 18.100, no appropriated funds may be expended by the recipient of a Federal cooperative agreement to pay 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 any of the covered Federal actions.

Each person who requests or receives from an agency, a Federal cooperative agreement, shall file the certification set forth in Appendix A 43 CFR Part 18.100.
The Certification can be found in grants.gov as the Grants.gov Lobbying Form, but as of yet has no Form Number.

Recipients of a Federal cooperative agreement shall file the disclosure form, set forth in Appendix B of 43 CFR Part 18.100, if such person has made or has agreed to make any payment using non-appropriated funds, which would be prohibited by this part, if paid for using appropriated funds.

8. Prohibition on Text Messaging and Using Electronic Equipment Supplied By the Government While Driving - Prohibition on Text Messaging and Using Electronic Equipment Supplied By the Government While Driving - Executive Order 13513,(October 1, 2009 - Federal Leadership on Reducing Text Messaging While Driving) Recipients/cooperators and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

9. System for Award Management Registration (formerly Central Contractor Registration) and Universal Identifier Requirements

A. Requirement for System for Award Management (SAM), formerly Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM), formerly Central Contractor Registration (CCR), means the Federal repository into which an entity must provide information required for the conduct of business as a
recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).

2. **Data Universal Numbering System (DUNS) number** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

3. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
   
   a) A Governmental organization, which is a State, local government, or Indian Tribe;
   
   b) A foreign public entity;
   
   c) A domestic or foreign nonprofit organization;
   
   d) A domestic or foreign for-profit organization; and
   
   e) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. **Subaward**:
   
   a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   
   b) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. I.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
   
   c) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. **Subrecipient** means an entity that:
   
   a) Receives a subaward from you under this award; and
   
   b) Is accountable to you for the use of the Federal funds provided by the subaward.

10. **Assignment**: No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
11. **Member of Congress**: Pursuant to 41 U.S.C. §6306, a Member of Congress may not enter into or benefit from a contract or agreement or any part of a contract or agreement with the Federal Government.

12. **Agency**: The ATC is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the ATC represent itself as such to third parties. NPS employees are not agents of the ATC and will not act on behalf of the ATC.

13. **Non-Exclusive Agreement**: This Agreement in no way restricts the Partner or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

14. **Survival**: Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.

15. **Partial Invalidity**: If any provision of this Agreement or the applications thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement of the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16. **Captions and Headings**: The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

17. **Buy American Act**: Pursuant to section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

18. **No Employment Relationship**: This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and the ATC or its representatives. No representative of ATC shall perform any function or make any decision properly reserved by law or policy to the Federal government.
19. **No Third-Party Rights:** This Agreement creates enforceable obligations between only NPS and ATC. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

20. **Foreign Travel:** The ATC shall comply with the provisions of the Fly America Act (49 USC 40118). The implanting regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

**B. Special Provisions**

1. **Public Information and Endorsements.** ATC shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the ATC represents. No release of information relating to this award may state or imply that the Government approves of the cooperator’s/recipient’s work products, or considers the cooperator’s/recipient’s work product to be superior to other products or services.

   All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

   The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

   ATC must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

   ATC further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

2. **Publications of Results of Studies:** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to
the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

3. **Rights In Data:** The ATC must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the ATC, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

4. **Retention and Access Requirements for Records:** All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

5. **Audit Requirements:** Non-Federal entities that expend $500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at [http://www.whitehouse.gov/omb/grants/grants_circulars.html](http://www.whitehouse.gov/omb/grants/grants_circulars.html).

Non-Federal entities that expend less than $500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, §215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, *Highlights of the Single Audit Process* which is available on the internet at [http://www.dot.gov/ost/m60/grant/sincontact.html](http://www.dot.gov/ost/m60/grant/sincontact.html). Additional information on single audits is available from the Federal Audit Clearinghouse at [http://harvester.census.gov/sac/](http://harvester.census.gov/sac/).

6. **Procurement Procedures:** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is
strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

7. Davis-Bacon Act – The Davis-Bacon Act, as amended, requires that each contract over $2,000 to which the United States or the District of Columbia is a party for the construction, alteration or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed in the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character. The Davis-Bacon Act directs the Secretary of Labor to determine such local prevailing wages. (http://www.gpo.gov/davisbacon/)

8. Consistency with Public Laws – This agreement is subject to all laws, regulations and policies governing the NPS whether now in effect or hereafter adopted.

C. Certifications – The following certification is required in accordance with the provisions of this Agreement: Certification in Regards to Lobbying, on individual awards made under this Agreement that are $100,000 or over.
ARTICLE XV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on the date(s) set forth below:

FOR THE APPALACHIAN TRAIL CONSERVANCY:

[Signature]
Ron Tipton
Executive Director/CEO
7/17/14
Date

FOR THE NATIONAL PARK SERVICE

[Signature]
Agreements Officer
Northeast Region
07/17/2014
Date