

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING	PAGE OF PAGES 1 14	
2. CONTRACT (Proc. Inst. Ident.) NO. W81XWH-07-2-0088		3. EFFECTIVE DATE 30 Jul 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W81XWH7206M300			
5. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014		CODE W81XWH	6. ADMINISTERED BY (If other than Item 5) USA MED RESEARCH ACQ ACTIVITY ATTN: STEPHEN YUTER 301-619-2618 STEPHEN.YUTER@DET.AMEDD.ARMY.MIL FORT DETRICK MD 21702-5014			CODE W81XWH	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) THE STUDENT CONSERVATION ASSOCIATION RAY AUGER,603-543-1700,EXT 144 PO BOX 550 CHARLESTOWN NH 03603-0000				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
				CODE 09EU9		FACILITY CODE	
11. SHIP TO/MARK FOR		CODE W81XWH	12. PAYMENT WILL BE MADE BY			CODE HQ0302	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(e)() [] 41 U.S.C. 253(e)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$5,000,000.00 EST	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ REF: SOW dtd 7/27/07 & cost 2/28/07 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER MICHAEL A. YOUNKINS / CONTRACTING OFFICER TEL: 301-619-2503 EMAIL: Michael.Younkins@us.army.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY <i>Michael A. Younkins</i> (Signature of Contracting Officer)		31-Jul-2007	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001	Student Conservation Assn Coop Agreement		Lot		
	COST				

A. This cooperative agreement is hereby awarded by the U.S. Army Medical Research Acquisition Activity (USAMRAA) on behalf of the United States of America to the aforementioned organization for a period of five (5) years. The awardee will assist the Department of Defense in providing conservation management assistance as outlined in the Statement of Work. Funds will be obligated on individual task orders as issued. The recipient's technical proposal and budget dated 31 Jul 2007 are incorporated herein by reference. This award is made under the authority of 16 U.S.C. 670c-1, the Sikes Act.

B. Additionally, this award is subject to the attached USAMRAA General Terms and Conditions for Assistance Awards.

FOB: Destination

PURCHASE REQUEST NUMBER: W81XWH7206M300

ESTIMATED COST

\$5,000,000.00 (EST.)

Section C - Descriptions and Specifications

STATEMENT OF WORK

SCOPE OF WORK.

I PURPOSE

Cooperative Agreement between the Department of the Army (hereinafter referred to as DA) and The Student Conservation Association, Incorporated (hereinafter referred to as SCA) to facilitate a mutually advantageous arrangement whereby DA may obtain assistance from SCA to implement multiple use natural resource management programs on its installations, while providing meaningful work experience to participants in SCA and promoting the conservation ethic of both parties. The SCA will utilize its primary programs as follows to meet the goals of this Cooperative Agreement: Conservation Interns (CIs), Resource Assistants, Conservation Associates and Conservation Work Crews (CWCs). This Agreement is subject to availability of appropriated funds from Congress. The award is a Cooperative Agreement, as it is anticipated that there will be substantial DA involvement.

II SCOPE OF WORK

For the period as hereinafter set forth, DA and SCA shall furnish the necessary personnel, materials, services and facilities and will otherwise accomplish all duties (functions) necessary to accomplish the following:

THE DEPARTMENT OF THE ARMY (DA) AGREES TO:

- (a) Provide access and information to SCA representatives and the SCA participants (CIs, CWCs) as necessary.
- (b) Determine acceptability of applicants provided by SCA for CI positions and to accept SCA selected CWC participants and supervisors.
- (c) Provide meaningful work assignments relating to the implementation of DA Natural Resources Management Plans/Programs. Work assignments will generally be of 12-weeks -12 months duration for CIs and 5-weeks duration for CWCs.
- (d) Provide appropriate supervision for work activities assigned to CIs and to provide technical assistance as required to CWC crew leaders and crews..
- (e) Where on-station housing is available, arrange for housing of CIs. Costs are to be applied to SCA as required by laws or regulations.
- (f) Make available informal training opportunities to SCA participants and crew leaders that will make their service more effective, and ensure that they are properly trained for all activities expected to perform.
- (g) Provide all necessary tools, equipment (including safety equipment and facilities), and work specifications for all SCA participants and crew leaders.
- (h) Provide on-site transportation required to perform projects during the project period. '
- (i) Provide written performance evaluation to SCA, on forms provided by SCA, for each CI and CWC under this Agreement.
- (j) DA will provide funds on a cost sharing basis with SCA as identified under individual job orders for approved projects, in accordance with the current year's cost schedule.

THE STUDENT CONSERVATION ASSOCIATION INCORPORATED (SCA) AGREES TO:

- (a) Recruit, place and maintain qualified candidates acceptable to the DA for CI and CWC positions and assign these participants to requesting DA installations.
- (b) Provide the round trip transportation, including per diem, required to locate Cis at participating DA installations, or to provide a travel allowance for SCA participants who live within commuting distance of their duty station, to provide subsistence for the participant during the tour of duty and a uniform or clothing allowance, if required; and to provide patches and name tags. The SCA will also provide copies of the required medical forms as necessary or as requested by DA.
- (c) Provide crew leaders for CWC projects.
- (d) Provide food, supplies and camping equipment for CWCs.
- (e) Manage and carry out all administrative functions associated with the provision of services under this Agreement, with the exception of those related to the conduct of work assignments for Cis or as otherwise specified.
- (f) Provide DA's Project Officer with a list of all projects completed by CWCs and a list of all CI positions that were filled, summary of evaluation comments from SCA participants and an evaluation of overall program with recommendations for program improvement. Copies of the performance evaluation completed by each DA installation will also be provided upon request.
- (g) Provide and maintain during the Program, comprehensive liability insurance of not less than \$1,000,000 per occurrence / \$3,000,000 aggregate for bodily injury and property damage subject to the usual and customary policy conditions (including standard exclusion on vehicles licensed for high use and on property in the care, custody and control of the policyholder). The U.S. Government shall be included as an additional insured under the terms of this coverage to the extent its interest may appear. In addition, SCA shall maintain its current accidental death, dismemberment and accidental medical expense policy and injury insurance for all participants of programs undertaken by SCA. SCA shall provide to DA a certificate of insurance covering the current program year.
- (h) Provide executed volunteer agreement forms which complies with DOD forms for volunteer service agreements.

AND WHEREAS, BOTH PARTIES MUTUALLY AGREE THAT:

- (a) It is the intent of both parties to fulfill their obligations under this Agreement. However, in the event that personnel, legislation or funds used to implement this Agreement are not made available, the Agreement will become null and void.
- (b) SCA participants shall not be assigned law enforcement or fire-fighting duties or be permitted to handle or discharge any firearms or explosives, or any other hazardous duties.
- (c) CWC participants shall not be allowed to operate any motorized vehicles.
- (d) SCA participants over 18 years of age may operate a Government-owned or Government-leased vehicle if the participant qualifies for and is issued a U.S. Motor Vehicle Operator's Identification Card (SF 346) and authority to operate a U.S. motor vehicle is granted.
- (e) Other duties restricted by permit or DA regulations or standards may be undertaken only upon completion or required DA training and after the DA has determined that the SCA Conservation Intern is appropriately qualified to perform such activities

(f) SCA shall assume all responsibility for all tools, materials, equipment and facilities furnished by DA. Equipment shall be on a loan basis only and all such items shall be returned in the same condition received, except for normal wear and tear.

(g) Service by SCA participants under this Agreement shall not be counted toward the accumulation of, or eligibility for benefits available to Federal employees. However, for the purposes of tort claims provisions of Title 28 of United States Code and for the purposes of Subchapter 1 of Chapter 81 of Title 5 of United States Code relating to work injuries, SCA participants shall be deemed Federal employees. Otherwise, participants shall not be deemed Federal employees.

(h) All non-DA personnel will abide by DA installation regulations.

III. SPECIAL PROVISIONS

A. CONSERVATION INTERNS (CIs):

(a) CIs will have the background and qualifications appropriate to the position requested, as determined by the DA project leader. CIs will be expected to perform their work and conduct themselves in accordance with applicable standards as determined by the DA's project leader.

(b) In the event of an unsatisfactory performance of a CI:

(1) The DA field manager or project coordinator shall notify the SCA by telephone the performance is unsatisfactory, stating the reasons and informing SCA of the proposed dismissal action. This call shall be made prior to informing the CI that a dismissal action is contemplated.

(2) If a CI is dismissed, the DA field manager or project coordinator shall provide SCA and DA's project coordinator a written report summarizing the action taken and the reasons for it.

(3) It is understood that this dismissal procedure does not remove from the manager of the cooperating area or project coordinator an obligation to warn a CI that performance is not satisfactory before an adverse action is required. Further, upon being advised by the DA representatives that dismissal is being considered, SCA reserves the right to closely and independently question both the DA representative and the CI about the circumstances leading to unsatisfactory performance, and to counsel the CI and suggest that the agency reconsider a contemplated dismissal action. It is understood that SCA reserves the right to withdraw a CI who is not provided adequate training for tasks assigned; is not periodically provided with guidance by an agency professional whose assignment is changed without prior consultation with the CI, and SCA, who is assigned dangerous, hazardous, or other inappropriate duty.

(4) In the event a CI's service is terminated before completing the full assigned work period, SCA will, at the request of the project coordinator, attempt to recruit a replacement as long as 50% or more of the scheduled work period has not been completed or if the work project can be extended to give the replacement a minimum of an 8-week tour of duty. SCA need not replace any CI who has been terminated due to what SCA considers poor housing, inadequate guidance or insufficient or inappropriate work assignments.

B. CONSERVATION WORK CREWS:

(a) When in the opinion of the DA field manager or project coordinator any health or safety violations occur or there is performance below agency standards, the coordinator or DA manager shall notify the CWC crew leader in question to take corrective action.

(b) The DA manager or project coordinator shall also immediately notify the SCA.

(c) The CWC crew leader shall immediately take steps to correct the condition to which attention has been directed. In the event the DA manager considers that the CWC crew leader has failed to promptly take

suitable corrective action, the DA manager or his representative may order suspension of all or part of the project activity and shall contact SCA by telephone immediately. When satisfactory corrective action is taken an order to resume activities shall be issued. Cases of unsatisfactory performance should be documented in writing, with copies provided to the CWC crew leader and SCA.

(d) Similarly when, in the opinion of the CWC crew leader, work projects, tools, assigned camping areas, support facilities, or natural conditions, such as floods, fire, storm or heat, endanger the health or safety of the participants, the work group supervisor will immediately notify the DA field manager or his representative and advise SCA.

(e) Notice shall be in writing and a copy shall be sent to SCA. In the event that DA manager does not immediately take steps to correct the conditions within his control, or unless and until naturally threatening conditions cease, the work group supervisor may suspend or terminate the project.

(f) SCA shall assist DA in its investigation, whenever requested, of any accident involving any participant or supervisor under any Cooperative Sub-Agreement.

RE-EVAL OF COSTS BY FISCAL YR

SCA Annual Cost Adjustment:

The cost per participant is shared by the DoD and the SCA. At the beginning of each Government fiscal year (01 Oct 20XX thru 30 Sep 20XX) through the duration of this Cooperative Agreement, the cost per participant and the cost-sharing ratio shall be established for the year by mutual agreement. The schedule for 2007 is incorporated in this agreement.

A revised cost memorandum should be presented no later than 30 days preceeding the new fiscal year period for review and approval by the Contracting Officer.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2007 TO 31-JUL-2012	N/A	USA MED RESEARCH ACQ ACTIVITY STEPHEN YUTER 820 CHANDLER ST FORT DETRICK MD 21702-5014 301-619-2618 FOB: Destination	W81XWH

Section G - Contract Administration Data

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

A. This award is made under the authority of 16 U.S.C. 670C-1, the Sikes Act. The recipient's statement of work dated 31 Jul 2007 are incorporated herein by reference. The Catalog of Federal Domestic Assistance Number relative to this award is CFDA 12.421

GOVERNMENT INTERACTION (NOV 2000) (USAMRAA) The active participants in this award are the U.S. Army Environmental Command (USAEC), U.S. Army Medical Research Acquisition Activity (USAMRAA) and the Student Conservation Association (SCA).

B. ACCEPTANCE OF AWARD: The recipient is not required to countersign this assistance award. In case of disagreement, the recipient shall notify the Grants Officer and not assess the grant any costs until such disagreement(s) is resolved.

C. USAMRAA GENERAL TERMS AND CONDITIONS: This assistance agreement is subject to the USAMRAA General Terms and Conditions and to any special considerations as contained in the below mentioned Section titled "Special Terms and Conditions". These USAMRAA General Terms and Conditions are incorporated by reference with the same force and effect as if they were given in full text. The full text of the USAMRAA General Terms and Conditions may be accessed electronically at <http://www.usamraa.army.mil/pages/index.cfm>.

D. SPECIAL TERMS AND CONDITIONS**1. RESEARCH TECHNICAL REPORTING REQUIREMENTS (JAN 2007) (USAMRAA)****Format Requirements for Annual/Final Reports**

a. Annual reports must provide a complete summary of the research accomplishments to date with respect to the approved Statement of Work. Journal articles can be substituted for detailed descriptions of specific aspects of the research, but the original articles must be attached to the report as an appendix and appropriately referenced in the text. The importance of the report to decisions relating to continued support of the research can not be over-emphasized. An annual report shall be submitted within 30 calendar days of the anniversary date of the award for the preceding 12 month period. If the award period of performance is extended by the Grants Officer, then an annual report must still be submitted within 30 days of the anniversary date of the award. A final report will be due upon completion of the extended performance date that describes the entire research effort.

b. A final report summarizing the entire research effort, citing data in the annual reports and appended publications shall be submitted at the end of the award performance period. The final report will provide a complete reporting of the research findings. Journal publications can be substituted for detailed descriptions of specific aspects of the research, but an original copy of each publication must be attached as an appendix and appropriately referenced in the text. All final reports must include a bibliography of all publications and meeting abstracts and a list of personnel (not salaries) receiving pay from the research effort.

Although there is no page limitation for the reports, each report shall be of sufficient length to provide a thorough description of the accomplishments with respect to the approved Statement of Work. Submission of the report in electronic format (PDF or Word file only), shall be submitted to:

Mr. Thomas Vorac, USAEC
(410) 436-7378, thomas.vorac@us.army.mil

All reports shall have the following elements in this order

FRONT COVER: Sample front cover provided at <https://mrmc.detrick.army.mil/rripindex.asp>. The Accession Document (AD) Number should remain blank.

STANDARD FORM 298: Sample SF 298 provided at <https://mrmc.detrick.army.mil/rripindex.asp>. The abstract in Block 13 must state the purpose, scope, major findings and be an up-to-date report of the progress in terms of results and significance. Subject terms are keywords that may have previously assigned to the proposal abstract or are keywords that may be significant to the research. The number of pages shall include all pages that have printed data (including the front cover, SF 298, table of contents, and all appendices). Please count pages carefully to ensure legibility and that there are no missing pages as this delays processing of reports. Page numbers should be typed: please do not hand number pages.

TABLE OF CONTENTS: Sample table of contents provided at <https://mrmc.detrick.army.mil/rripindex.asp>.

INTRODUCTION: Narrative that briefly (one paragraph) describes the subject, purpose and scope of the research.

BODY: This section of the report shall describe the research accomplishments associated with each task outlined in the approved Statement of Work. Data presentation shall be comprehensive in providing a complete record of the research findings for the period of the report. Provide data explaining the relationship of the most recent findings with that of previously reported findings. Appended publications and/or presentations may be substituted for detailed descriptions of methodology but must be referenced in the body of the report. If applicable, for each task outlined in the Statement of Work, reference appended publications and/or presentations for details of result findings and tables and/or figures. The report shall include negative as well as positive findings. Include problems in accomplishing any of the tasks. Statistical tests of significance shall be applied to all data whenever possible. Figures and graphs referenced in the text may be embedded in the text or appended. Figures and graphs can also be referenced in the text and appended to a publication. Recommended changes or future work to better address the research topic may also be included, although changes to the original Statement of Work must be approved by the Army Contracting Officer Representative. This approval must be obtained prior to initiating any change to the original Statement of Work.

KEY RESEARCH ACCOMPLISHMENTS: Bulleted list of key research accomplishments emanating from this research.

REPORTABLE OUTCOMES: Provide a list of reportable outcomes that have resulted from this research to include:

manuscripts, abstracts, presentations; patents and licenses applied for and/or issued; degrees obtained that are supported by this award; development of cell lines, tissue or serum repositories; informatics such as databases and animal models, etc.; funding applied for based on work supported by this award; employment or research opportunities applied for and/or received based on experience/training supported by this award.

CONCLUSION: Summarize the results to include the importance and/or implications of the completed research and when necessary, recommend changes on future work to better address the problem. A "so what section" which evaluates the knowledge as a scientific or medical product shall also be included in the conclusion of the report.

REFERENCES: List all references pertinent to the report using a standard journal format (i.e. format used in *Science, Military Medicine*, etc.).

APPENDICES: Attach all appendices that contain information that supplements, clarifies or supports the text. Examples include original copies of journal articles, reprints of manuscripts and abstracts, a curriculum vitae, patent applications, study questionnaires, and surveys, etc.

Pages shall be consecutively numbered throughout the report. **DO NOT RENUMBER PAGES IN THE APPENDICES.**

Mark all pages of the report which contain proprietary or unpublished data that should be protected by the U.S. Government. REPORTS NOT PROPERLY MARKED FOR LIMITATION WILL BE DISTRIBUTED AS APPROVED FOR PUBLIC RELEASE. It is the responsibility of the Principal Investigator to advise the U.S. Army Medical Research and Materiel Command when restricted limitation assigned to a document can be downgraded to Approved for Public Release. DO NOT USE THE WORD "CONFIDENTIAL" WHEN MARKING DOCUMENTS.

2. COST REIMBURSEMENT PAYMENTS AND FULL FUNDING (NOV 2000) (USAMRAA)

a. Payments. Payments under this award shall be made to the recipient on a cost reimbursement basis. The recipient shall submit one original Standard Form 270, Request for Advance or Reimbursement (form available on web site <http://www.usamraa.army.mil>), monthly, but not less frequently than quarterly, to:

U.S. Army Medical Research Acquisition Activity
ATTN: MCMR-AAA-G
820 Chandler Street
Fort Detrick MD 21702-5014

No payment will be made if the recipient fails to submit the required form. Failure to invoice at least quarterly may result in delay of payment and may be cause for termination of the grant.

Questions relative to [payment issues](#) involving Defense Finance and Accounting Service shall be directed to Procurement Technician, Frank LeClair at 301-619-1348; Fax: 301-619-2195, franklin.leclair@det.amedd.army.mil and [contract issues](#) to Contract Specialist, Stephen J. Yuter at 301-619-2618, Fax: 301-619-2195, stephen.yuter@us.army.mil.

b. Electronic Funds Transfer. All payments to the recipient will be made by electronic funds transfer (EFT). The recipient shall contact the Defense Finance and Accounting System (DFAS) named on the face page of this award to make arrangements for EFT. Failure to do so may result in nonpayment.

3. MAXIMUM OBLIGATION (SEP 2006) (USAMRAA)

The maximum obligation for support of the project will not exceed the amount specified in the award, as amended. USAMRAA does not amend assistance agreements to provide additional funds for such purposes as reimbursement for unrecovered indirect costs resulting from the establishment of final negotiated rates or for increases in salaries, fringe benefits and other costs.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	SCA Intern Request Form		
Attachment 2	Instructions for Requesting an Intern		
Attachment 3	Cost Proposal 2007 (Conservation Intern)		
Attachment 4	Cost Proposal 2007 (Conservation Crews)		