

**MEMORANDUM OF UNDERSTANDING (MOU)**

**Sponsor:** Illinois Department of Natural Resources

**University:** Board of Trustees of [University]

---

---

**Federal Program:** [Federal Program Name]

**Project Title:** [Project Title]

**Project Number:** [Project Number]

**University Proposal Reference Number:** [University Prop. Ref. No.]

**Effective Dates:** [Effective Dates]

**Total to be Expended:** [Federal \$ + State \$]

**Federal Funds:** [Federal \$]

**State Matching Share:** [State \$]

This Memorandum of Understanding made this [Day of Month] day of [Month], [Year], by and between the Illinois Department of Natural Resources (hereinafter referred to as SPONSOR) and the Board of Trustees of [University] (hereinafter referred to as UNIVERSITY):

WITNESSETH:

Whereas, said UNIVERSITY employs trained scientists and professionals in the fields of [profession], and,

Whereas, the Division of [Division], Department of Natural Resources, desires to engage the services of said scientists and professionals to undertake, under the [Federal Program Name], a research project with title, number and effective dates as identified above, and described as:

[Research Project Title][Research Project Number][Research Project Description]

Whereas, the UNIVERSITY recognizes, understands and agrees to the terms of this agreement and remedial provisions stated herein are understood to be reasonable provisions to compensate SPONSOR and these terms are not construed to be a penalty,

Whereas, the SPONSOR has authority to enter into this contract pursuant to Section 63B1 of the Civil Administrative Code of Illinois,

Now therefore, in consideration of the mutual advantages resulting from such cooperation, and of the respective obligations, assumed hereunder:

THE UNIVERSITY AGREES:

- (1) That it will undertake such studies as outlined in [Federal Program Name], project number [Proj No inc Seg], the terms and conditions of which are hereby incorporated by reference and made a part of this agreement.
- (2) That prior written approval of the SPONSOR and the U. S. Fish & Wildlife Service must be obtained before any substantive changes are made to the study outlined in research project [Proj No NO Seg].
- (3) That it will deliver to the SPONSOR [# Report Copies] copies (at least one copy unbound) of a Segment Performance Report no later than [Perf Rpt Due Date] ([Perf Rpt # Days] days following completion of the agreement). For multi-year projects, an Annual Performance Report must be submitted to the SPONSOR no later than 60 days after the annual anniversary date of this agreement of [12 month date]. The Performance Report (annual or segment) is to reflect the work accomplished for Segment [Segment] of the Project. The Performance Report (annual or segment) consists of a narrative describing the accomplishments as well as an analysis of data obtained from Segment [Segment]. Additionally, an executive summary of the study objectives, research methods, major accomplishments and findings must accompany the Performance Report (annual or segment). The executive summary should be less than four pages in length and contain relevant literature citations. All reporting will include English units of measure and use terms understandable to the lay population.

A minimum of two progress meetings during the Segment are required between the Principal Investigator and the SPONSOR to coincide with the ending of the first and third quarters, unless an alternate meeting schedule is adopted and agreed to by both parties. If the UNIVERSITY does not deliver the required reports on the stipulated due dates, or if the UNIVERSITY does not deliver the work plan for the next segment at least ten (10) weeks prior to the planned start date of the next segment, the SPONSOR may exercise its right not to approve funding for subsequent segments of Research Project [Proj No NO Seg].

- (4) That it will abide by all terms and provisions applicable to its participation hereunder of the [Federal Program Name].
- (5) That the data and information collected under this project will be submitted to the Division of [Division] at least 50 days before the data and information may be made available to the public by the UNIVERSITY or by any person employed by the UNIVERSITY. The UNIVERSITY will provide fifteen copies of each publication of these data, which should provide acknowledgment of the federal funding source and disclaimer of SPONSOR responsibility regarding form and content of data presented in each publication. The UNIVERSITY agrees that any material or design specified by the UNIVERSITY or supplied by the UNIVERSITY pursuant to this Memorandum of Understanding shall not knowingly infringe any patent or copyright and the UNIVERSITY shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by the UNIVERSITY in the performance of [Proj No inc Seg].
- (6) [Principal Investigator] of [University], affiliated with the UNIVERSITY, will serve as the Principal Investigator of this project.
- (7) That it will provide the total State matching share of \$[State \$] or not less than [State %] % of allowable costs incurred in carrying out the work as outlined in [Proj No inc Seg].
- (8) (A) That all equipment purchased for use by the UNIVERSITY for this project and listed below will be transferred to the SPONSOR at the end of the last segment of [Proj No NO Seg]:  
None
- (B) That all equipment purchased through [Proj No inc Seg] and listed below will be purchased and transferred immediately upon receipt to the SPONSOR:

None

---

- (C) All other equipment purchased for [Proj No NO Seg] shall be retained by the UNIVERSITY.
- (9) That all equipment purchased for use by this project shall be subject to the following conditions:
- (A) The UNIVERSITY agrees to be responsible for all equipment and comply with the property management inventory reporting and disposition requirements mandated by state and federal statutes and regulations.
- (B) The UNIVERSITY agrees that equipment procured under this federally assisted project shall be made available, without reservations, for utilization by personnel of other subsequent federally assisted projects.
- (10) A Federal Equipment Report for equipment items listed in (8) above and all items with a purchase price of \$5,000 or more that were purchased with federal monies under [Proj No inc Seg] will be provided with the Performance Report, described above. The Federal Equipment Report will include a description of the item purchased, the model number, serial number, date of purchase, purchase price, current location and the name and telephone number of the individual responsible for each equipment item purchased. Also, a copy of the annual physical inventory report for the UNIVERSITY will be provided upon request by SPONSOR. This report will include a listing of all equipment previously purchased by the UNIVERSITY for use by projects funded with federal monies administered by SPONSOR and not released to the UNIVERSITY.
- (11) That documentation supporting costs of Federal and State shares will be accumulated, compiled, and maintained in accordance with 2 CFR Parts 215 and 220, "Cost Principals for Educational institutions," and 2 CFR, Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.
- (12) That this Financial Assistance Award is subject to the requirements of OMB Circular No. A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions."
- (13) In the event that any payments to the UNIVERSITY under this Agreement are subsequently disallowed by audit as items of eligible costs, the UNIVERSITY will credit the total amount to the U. S. Fish & Wildlife Service, without prejudice, however, to the UNIVERSITY's right thereafter to establish the allowability of any such item of cost under this Agreement.
- (14) The UNIVERSITY certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Subtitle A, Subpart D 12.100 - 12.510, Participants' responsibilities.
- (15) The UNIVERSITY certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or in any other state in that officer or employee's official capacity; or has made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct.
- (16) That it will deliver to the SPONSOR, a signed "Request for Reimbursement" form for allowable expenses, not less frequently than once each quarter and a final "Request for reimbursement" no later than [Perf Rpt Due Date] ([Perf Rpt # Days] days following completion of the agreement). "When equipment items (\$5,000+) are purchased under this agreement, the UNIVERSITY agrees to document and maintain control of the equipment in accordance with Property Control System requirements approved and periodically audited by the cognizant federal oversight office for the UNIVERSITY." All "Request for Reimbursement" forms shall be delivered to the SPONSOR as follows:

Illinois Department of Natural Resources  
One Natural Resources Way  
Springfield, Illinois 62702-1271  
Attn: Jennifer Aherin

- (17) The UNIVERSITY shall submit a signed Financial Status Report no later than to [Financial Rpt Due Date].
- (18) CERTIFICATION REGARDING LOBBYING: For contracts or grants exceeding \$100,000, the UNIVERSITY certifies, to the best of his or her knowledge and belief, that:
- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- (19) If the SPONSOR terminates this Agreement without cause, UNIVERSITY shall be entitled to retain such agreement funds as are necessary to honor obligations which were unable to be canceled and were properly incurred under the terms hereof, provided however, that after the effective date of termination, UNIVERSITY shall not incur new obligations. All funds which UNIVERSITY is not entitled to retain shall be returned to SPONSOR within 45 days of the termination date.
- (20) All technical, clerical, and other personnel necessary for the effective performance of the Project shall be employed by UNIVERSITY, and shall in all respects be subject to the rules and regulations of UNIVERSITY governing its employees. Neither UNIVERSITY nor its personnel shall be considered to be agents or employees of the SPONSOR.
- (21) This Agreement shall not be assigned, nor any portion of the services subcontracted, without prior written consent by the SPONSOR. Where approved subcontracts are for consultant services, the names and addresses of approved subcontracts shall be disclosed herein or via an amendment hereto, along with the anticipated amount of payments to such subcontractors.

- (22) Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.
- (23) It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts either of commission or omission unless such liability is imposed by law.
- (24) The UNIVERSITY certifies that they and all affiliates either are not required to collect and remit Illinois Use Tax or are not delinquent in the collection and remittance of any Illinois Use Tax, penalty, or interest due under the Illinois Use Tax Act. The UNIVERSITY further acknowledges, that the contracting State agency may declare the contract null and void if this certification is false or if the contractor or any affiliate is determined to be delinquent in the collection and remittance of any Illinois Use Tax, penalty, or interest due under the Illinois Use Tax Act.
- (25) The UNIVERSITY certifies that it will use U.S. flag air carrier service, when required, for all air travel funded by the U. S. Government in accordance with the “Fly America Act” (49 U.S.C. 40118 and 41 CFR 301).
- (26) The UNIVERSITY acknowledges and agrees that each of the certifications or amendments identified in items 18, 25 and 27A above shall be incorporated into and made a part of the invitation of bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.
- (27) This Memorandum of Understanding, including these attachments, constitutes the entirety of the agreement between the parties and supersedes any other agreement or communication, whether written or oral, that may have been made by either party.

- A. Attachment A - Certifications
- B. Research Proposal – [Project Title] [Project Number] [University Prop Ref No]  
 - Not attached, included by reference

THE SPONSOR AGREES:

- (1) That the UNIVERSITY may utilize up to \$[Federal \$] of [Federal Program Name], funds apportioned to the SPONSOR to reimburse the UNIVERSITY for up to [Federal %]% of approvable expenses.
- (2) All reimbursements shall be made to the deposit account designated by the UNIVERSITY through the SMARTLINK II payment management system.

It is hereby understood by and between both parties that this agreement is subject to approval of Federal Aid project [Proj No inc Seg] by the U. S. Fish & Wildlife Service.

Illinois Department of  
 Natural Resources (SPONSOR)

Board of Trustees of  
 [University] (UNIVERSITY)

RECOMMENDED BY:

APPROVED BY:

---



---

[Division Sig Name] Date  
Division of [Division]  
Illinois Department of Natural Resources

APPROVED BY:

\_\_\_\_\_  
Sam Flood, Acting Director Date  
Department of Natural Resources

[Univ Sig Name Line] Date  
Name Typed: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Employer Identification Number [FEIN]