

**PROCEDURES FOR NEW HAMPSHIRE STATE AGENCIES
TO PROCESS APPLICATIONS FROM AND AWARDS TO
UNIVERSITY SYSTEM OF NEW HAMPSHIRE INSTITUTIONS**

January, 2007

TABLE OF CONTENTS

ABBREVIATIONS USED IN THIS MANUAL.....	4
PREFACE.....	5
I. APPLICATIONS FOR FUNDING.....	6
1. TYPES OF APPLICATIONS.....	6
1.A. UNSOLICITED APPLICATIONS OR NO APPLICATION FORMS PROVIDED/ REQUIRED	
1.B. REQUEST FOR PROPOSALS (RFP), REQUEST FOR APPLICATIONS (RFA), OR OTHER SOLICITATIONS.....	6
1.B.1. CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS.....	6
2. APPLICATION SUBMISSION OPTIONS.....	6
2.A. PAPER.....	6
2.B. ELECTRONIC.....	6
3. APPLICANT'S AUTHORIZED ORGANIZATIONAL REPRESENTATIVE (AOR).....	6
3.A. LEGAL CONSIDERATIONS.....	6
3.B. USNH AORs FOR APPLICATIONS.....	7
3.B.1. UNIVERSITY OF NEW HAMPSHIRE (UNH) AND UNH AT MANCHESTER.....	7
3.B.2. PLYMOUTH STATE UNIVERSITY (PSU).....	7
3.B.3. KEENE STATE COLLEGE (KSC).....	7
3.B.4. GRANITE STATE COLLEGE (GSC).....	7
II. MASTER AGREEMENT (See APPENDIX II).....	7
EXPLANATION OF MASTER AGREEMENT TERMS.....	7
III. COOPERATIVE PROJECT AGREEMENT (CPA): PREPARATION GUIDANCE.....	10
1. GENERAL GUIDELINES.....	10
2. HEADER INFORMATION.....	10
3. ARTICLE A.....	10
4. ARTICLE B.....	10
5. ARTICLE C.....	11
6. ARTICLE D.....	11
7. ARTICLE E.....	11
8. ARTICLE F.....	11
9. ARTICLE G.....	11
10. ARTICLE H.....	12
11. ASSERTIONS AND SIGNATURES.....	12
12. EXHIBIT A.....	13
13. EXHIBIT B.....	15
IV. NEGOTIATING WITH THE CAMPUS AND OBTAINING CPA AOR SIGNATURE.....	15
1. NEGOTIATION.....	15
2. OBTAINING CAMPUS AOR SIGNATURE.....	16
2.1. PROCESS.....	16
2.2. AUTHORIZED ORGANIZATIONAL REPRESENTATIVES (AOR).....	16
V. AGENCY COVER LETTER TO G&C.....	16
1. CONSISTENCY OF TERMS.....	16
2. PROJECT PERIOD START DATE.....	17
3. SHARING THE DRAFT COVER LETTER WITH THE CAMPUS.....	17
VI. AWARD NOTIFICATION.....	17

VII. POST AWARD AMENDMENTS.....17

1. **WHEN AN AMENDMENT IS NEEDED..... 17**

2. **AMENDMENT APPROVALS..... 17**

 2.A. **G&C APPROVAL..... 17**

 2.B. **AGENCY APPROVAL..... 18**

3. **GUIDELINES FOR COMPLETING CPA AMENDMENTS..... 18**

APPENDIX I: Cooperative Project Proposal

APPENDIX II: Master Agreement

APPENDIX III: Cooperative Project Agreement Template

APPENDIX IV: Cooperative Project Agreement Amendment

Sample Cooperative Project Proposals, Agreements and Amendments

ABBREVIATIONS USED IN THIS MANUAL

AAG	Assistant Attorney General, NH Office of the Attorney General
Agency	Agency, Department, or Other Unit of New Hampshire State Government
AGO	NH Office of the Attorney General
AOR	Authorized Organizational Representative, USNH institution
CFDA	Catalogue of Federal Domestic Assistance
CPA	Cooperative Project Agreement
CPD	Campus Project Director, USNH
CPP	Cooperative Project Proposal, UNH
DAS	Department of Administrative Services, NH
F&A	Facilities and Administrative (Costs), also called “Indirect” costs
G&C	Governor and Executive Council, NH
GCA	Grant/Contract Administrator, UNH OSR
GSC	Granite State College
KSC	Keene State College
NH	New Hampshire
OMB	Office of Management and Budget, U.S.
OSR	Office of Sponsored Research, UNH
PSU	Plymouth State University
RFA	Request for Applications
RFP	Request for Proposals
SFY	State Fiscal Year, NH
SPA	State Project Administrator, NH
SPD	State Project Director, NH
UNH	University of New Hampshire
UNHM	University of New Hampshire at Manchester
USNH	University System of New Hampshire

PREFACE

Recognizing the unique relationship between the University System of New Hampshire (USNH) and the various entities of New Hampshire state government, representatives from the NH Attorney General's Office, the NH Department of Administrative Services, and the USNH created in 2002 a unique award document for projects to be funded by the state agencies and conducted by USNH experts. Key goals for the representatives were to create a standardized form to be used by all NH agencies with USNH; to minimize the amount of paper used for the award document, its terms and conditions, and certifications; and to streamline the process. The result: the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire was approved by the New Hampshire Governor and Executive Council on November 13th, 2002.

This Procedures Manual acquaints the reader with the Master Agreement term and conditions, and with its Cooperative Project Agreement. The latter is the standard award document now in use. The Cooperative Project Agreement template is available on the State's "Sunspot" in electronic format as a downloadable, fillable form. For instructions on how to use Sunspot, consult your Agency business or technical staff. Instructions on how to complete the fields in the Cooperative Project Agreement are found in this Manual.

Please address your comments and questions to your contact in the New Hampshire Department of Administrative Services.

I. APPLICATIONS FOR FUNDING

1. TYPES OF APPLICATIONS

1.A. UNSOLICITED APPLICATIONS OR NO APPLICATION FORMS PROVIDED/ REQUIRED

If the application is unsolicited or if no special application forms have been provided to the USNH applicant, the Cooperative Project Proposal (CPP) template will be used by UNH. (The other USNH campuses may use variations of this template.) The UNH CPP includes a Cover Page, Proposal Narrative section, Budget Summary, Budget Justification Narrative section, and Appendix. (See APPENDIX I of this Manual.)

1.B. REQUEST FOR PROPOSALS (RFP), REQUEST FOR APPLICATIONS (RFA), OR OTHER SOLICITATIONS

If the Agency RFP, RFA, or other solicitation includes a required application form, the USNH applicant will use the form. If the required application form is missing any key elements that would be required in order for the Agency to complete an award document, the UNH application will also include a CPP Cover Page and any other missing information. For example, Campus Project Administrator contact information might not be data in the Agency required application form, but would be supplied in the CPP Cover Page.

1.B.1. CERTIFICATIONS, ASSURANCES, AND OTHER DOCUMENTS

Article 20 of the Master Agreement specifies the USNH certifications (and assurances) and documents required to be filed with the New Hampshire (NH) Department of Administrative Services (DAS). Because these filings will suffice for all purposes, USNH applicants will not submit certifications, assurances, or other similar documents with their proposals to the Agency.

2. APPLICATION SUBMISSION OPTIONS

2.A. PAPER

It is common for the Agency to receive paper copies of applications, either delivered personally or through a postal service. (See 3., APPLICANT'S AUTHORIZED ORGANIZATIONAL REPRESENTATIVE or AOR, below.) The paper copies would then be shared manually with those in the Agency responsible for reviewing applications for funding.

2.B. ELECTRONIC

The application can be submitted to the Agency as an e-mail attachment to a message from the USNH AOR. One advantage to receiving an e-application is that the application can be shared easily among Agency staff during the review stage. Another advantage is that lengthy narrative portions of the application can be "cut" and "pasted" easily into an award document. This saves staff time and paper. Even if an original AOR signature is required on a paper copy, it may be helpful to the Agency to receive a duplicate of the application in electronic format for these reasons.

3. APPLICANT'S AUTHORIZED ORGANIZATIONAL REPRESENTATIVE (AOR)

3.A. LEGAL CONSIDERATIONS

Only certain individuals are authorized by the USNH Board of Trustees to submit applications for funding and to make commitments on behalf of their institution. These individuals are rarely the individuals who will conduct the projects. Thus, USNH applications should be accepted only from an

AOR of the institution; or, if delivered personally, the application must bear the signature of the AOR. When a CPP is used, the Cover Sheet will indicate the AOR's contact information if there are questions.

3.B. USNH AORs FOR APPLICATIONS

3.B.1. UNIVERSITY OF NEW HAMPSHIRE (UNH) AND UNH AT MANCHESTER

- Grant/Contract Administrator
- Executive Director of Sponsored Research
- Vice President for Research

3.B.2. PLYMOUTH STATE UNIVERSITY (PSU)

- Vice President for Financial Affairs
- Provost

3.B.3. KEENE STATE COLLEGE (KSC)

- Vice President for Finance and Planning
- Provost
- President

3.B.4. GRANITE STATE COLLEGE (GSC)

- Director of Finance and Planning
- President
- Associate Vice Chancellor for Finance, USNH

II. MASTER AGREEMENT (See APPENDIX II)

EXPLANATION OF MASTER AGREEMENT TERMS

The effective date of the Master Agreement is November 13, 2002, the date on which the New Hampshire Governor (G&C) approved its use for all cooperative projects between the State and USNH. The Master Agreement specifies the “boiler plate” terms and conditions that will apply to all cooperative projects with USNH. A Cooperative Project Agreement (CPA) is executed for each Cooperative Project. The CPA incorporates the terms of the Master Agreement by reference, thus reducing the amount of paper needed for a CPA and eliminating time to negotiate standard terms. Familiarity with the Master Agreement is helpful to the Agency so as to eliminate redundancies when preparing the CPA.

Article 1: Parts A-I describe the information that must be included in each CPA.

- A: Name of the State unit and USNH campus that will participate in the Project.
- B: Effective starting date and expiration date for the Project Agreement as well as the project period during which costs incurred by USNH will be allowed to be reimbursed by the State. Note that the Project Agreement dates may differ from the Project Period dates. See section III. below, Cooperative Project Agreement, for further explanation.
- C: Project title, objectives, scope of work, schedule of reports and other deliverables, and budget and invoicing instructions.
- D: and E: Names of project administrators and project directors (PDs) for the Agency and for the USNH campus.
- F: Cost sharing that the USNH campus or a third party will provide, if any, for the project and, if Federal funds are involved, the contract or grant number and CFDA number as appropriate.

- G: If appropriate, any modifications (amendments) to the Master Agreement for the specific CPA.
- H: Disposition instructions for equipment purchased under the Project that the Agency wishes to keep at the end of the Project.
- I: Signatures by authorized officials.

Articles 2 and 3: Discussion of roles for the Agency and USNH project administrators and PDs.

Article 4: USNH PDs don't become State employees just by virtue of working on the project, and vice versa for State employees.

Article 5: CPAs may be amended after awarded, but only by written agreement of State and USNH. Sometimes the final approvals can be obtained at the Agency level. At other times, G&C approval will be necessary.

Article 6:

- The Agency will not be liable for USNH expenses exceeding the awarded budget.
- If the Agency's funding appropriation for the CPA is adversely affected during the life of the award, the Agency has authority to suspend payments until funds are available or to terminate the award. (See Article 14.)

Article 7:

- USNH agrees to abide by the federal cost principles of OMB Circular A-21.
- USNH agrees to charge the Agency no more than the Campus negotiated Federal F&A and fringe benefits rates.
- The major cost categories for CPAs are Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, and Facilities & Administrative Costs.
- The Campus may re-budget up to 10% of the total CPA budget between the major cost categories without obtaining agency approval, but must obtain approval if more than 10%.
- No re-budgeting is allowed that conflicts with the original intent of the award, such as a major change in work plan. (Such a change could be allowed through a subsequent formal amendment to the CPA, after approval by the Agency and G&C.)

Article 8: Cost sharing is not involved in every CPA, but if it is required, cost sharing must be stated as a percent of total project costs. USNH is expected to provide the resources it promises. If the Agency also commits to cost sharing, USNH is not responsible for the Agency share.

Article 9: Agency will pay USNH within 30 days after approving a "proper" invoice. Each invoice will show current and cumulative expenses incurred (unless specified otherwise in the CPA), itemized by the major cost categories listed in article 7 of the Master Agreement. Reimbursement is based on actual costs incurred, unless other payment terms are negotiated with the Campus and specified in the CPA.

Article 10: Describes fiscal record keeping for all project costs (including cost sharing), making records available for audit, and the 3-year record retention period expected of the Campus.

Article 11: Agency approval is required before the Campus may enter into a subcontract(s) not provided for in the CPA. The Agency may not enter into a subcontract with CPA funds without written approval from the Campus.

Article 12: The Campus may not sublet, assign, or transfer any rights, titles, or interest in the CPA without prior Agency approval, and vice versa.

Article 13: Addresses equal employment opportunity requirements, and mandates that these requirements be “flowed down” in written agreements between the Campus and lower tier recipients. (This does not apply to vendors of standard commercial supplies or raw materials.)

Article 14: Either party may terminate a CPA with 90 days written notice. If the Agency loses the funds appropriated for this CPA, the Agency can terminate the project immediately upon notifying the Campus AOR. In either case, only expenses incurred to date on the Project will be paid by the Agency. If the Project involves cost sharing, expenses are borne proportionally between the Agency and the Campus.

Article 15: Neither the Agency nor USNH is responsible for the negligent acts of its employees, Board of Trustees, or sub-recipients. Sovereign immunity is not waived by Agency or USNH in any case.

Article 16: The cost principles and administrative requirements for universities (e.g., OMB Circular A-21 and A-110) will always be used, not the requirements for states. Federal regulations prevail first for a CPA. Then, if there is a conflict between the terms of the Master Agreement and the CPA, the CPA terms will prevail.

Article 17:

- Equipment purchased under a CPA is defined as tangible property with a useful life of more than one year and a unit cost of \$3,000. (This threshold differs from the State’s.)
- The Campus will own all equipment it brings to and purchases for the Project unless the Agency claims the purchased equipment. Title to equipment supplied under a CPA by the Agency remains with the Agency.
- USNH is obligated to maintain an inventory of equipment purchased for projects under a CPA, following the definition of equipment under the Master Agreement.

Article 18:

- Title to data, inventions, discoveries, and patents produced by the Campus under the CPA belongs to the Campus. The Campus will grant to the Agency a non-exclusive, perpetual, royalty-free license to use all such data for the Agency’s own non-commercial purposes.
- Data about Medicaid and other public assistance programs participants belong to the State and are protected under law.
- If an invention occurs, both the USNH Campus and the Agency must sign a license agreement in order for the license to use the invention can be effective.

Article 19:

- The Campus must give attribution to the state funding Agency (and Federal, where appropriate) in publications produced by or under the auspices of the Campus, and vice versa.
- The Campus must submit manuscripts to the Agency prior to publication, and vice versa.
- Disclosure of data from Medicaid or other public assistance programs is subject to Agency approval.

- USNH abides by Federal regulations to protect human research subjects’ data. (See 45CFR46.)
- Data must be kept for three years after project expiration date, and made available at the Agency’s request.

Article 20: Lists the certifications and documents required to be filed by USNH with the NH DAS. This list includes declarations by USNH of 501(c)(3) status, certificates of existence for each Campus, identification of AORs, insurance coverage; annual financial reports, Federal rate agreements for Facilities & Administrative costs and employee fringe benefits, annual OMB Circular A-133 audit report, and names of Board of Trustees. USNH also files annual certifications of compliance with Federal regulations for drug-free workplace, lobbying, debarment/suspension, Americans with Disabilities Act, and Equal Employment Opportunity. No other certifications or documents are necessary for the application to be processed or the award to be made.

Article 21: States that the Master Agreement became effective when the G&C approved it on November 13, 2002; and that any permanent amendments to the Master Agreement terms must be approved in writing by the authorized representatives of the USNH, NH Administrative Services, NH AGO, and G&C.

III. COOPERATIVE PROJECT AGREEMENT (CPA): PREPARATION GUIDANCE

1. GENERAL GUIDELINES

The CPA is formatted to fit on just two pages, with the CPA’s Exhibit A starting on the third page. With the same format for each CPA, there can be efficiencies in the Agency’s internal review process, as well as for the Attorney General’s Office (AGO), NH DAS, and the G&C itself. (See APPENDIX III for the CPA template.) Another feature of the CPA is that certain items will appear in **bold** type to emphasize how one CPA differs from another. Normally, there is one CPA for each project.

The electronic version of the CPA template is located on Sunspot at the following web address. <http://sunspot.admin.state.nh.us/finance/budget.asp>. This web address page includes seven choices of which the last 3 items are the Master Agreement, the NH-USNH Cooperative Project Agreement and the NH-USNH Cooperative Project Agreement Amendment.

2. HEADER INFORMATION

Enter the Agency name in the third line, after “STATE OF NEW HAMPSHIRE.” Also enter the name of the USNH Campus to which the award will be made.

3. ARTICLE A

- Enter the Agency name where indicated in the second line of Article A.
- Note that Article A states that the Agency will be referred to as “State”, USNH as “Campus”, and the Cooperative Project Agreement as “Project Agreement” for the rest of the Agreement. Be sure to use the correct terminology in the CPA Exhibits.
- Note that Article A incorporates the terms of the Master Agreement by reference, without need to attach the physical Master Agreement to each CPA. These terms will prevail unless modified within the CPA (in Article G).

4. ARTICLE B

- The CPA does not become effective until the G&C gives its final approval for the Project Agreement. To put it another way, the “Effective Date” is by definition the date of the meeting at which the G&C votes to approve the Project Agreement. Thus, there is no spot in Article B for an

Effective Date to be entered. (This date is not necessarily the same date as the Project Period start date, which must be specified in Article B of the CPA's Exhibit A.)

- However, you must specify here in line 3 the month, day, and year when the Project Agreement will end. This end date will be the same as the Project Period end date you will enter in Article B of the CPA's Exhibit A. The end date selected should take into account the end date requested in the Campus application, the USNH PD's time frame for completing the work, (including filing all final technical reports), and Agency constraints for funding availability.
- Article B states that if USNH starts the project prior to the G&C approval date (i.e., the "Effective Date"), USNH's costs on this project will be reimbursed by the State only if the G&C approves the CPA, the costs do not precede the Project Period start date listed in CPA Exhibit A, and project expenses are to be handled as cost-reimbursable. (Most projects are cost-reimbursable.) For fixed price agreements, USNH's costs will be reimbursed only if G&C approves the project, regardless of the Project Period start date and the date the USNH PD starts the work.

5. ARTICLE C

- Enter the Project Title where indicated. In most cases, the title will match the application title.

6. ARTICLE D

- Enter the names, addresses, and phone numbers (without area code if all in NH) for the State Project Administrator (SPA) and Campus Project Administrator. (Address spacing might need to be adjusted to contain Articles D and E to the first page.) Campus Project Administrator contact information can be found in the application, or in the CPP for UNH.

7. ARTICLE E

- Enter the names, addresses, and phone numbers (without area code if all in NH) for the State Project Director (SPD) and Campus Project Director (CPD). (Address spacing might need to be adjusted to contain Articles D and E to the first page.) CPD contact information can be found in the application, or in the CPP for UNH.

8. ARTICLE F

- Enter the total amount of Agency funding to be awarded for the project. If funding will come from more than one source, each source should be identified. For example: "... in the amount of \$120,000 (\$100,000 Federal, \$20,000 State)..." or "...\$20,000 from NH Department of Education and \$30,000 from NH Department of Health and Human Services..." Note that this total does not include any Campus funds to be cost-shared for the project.)
- If cost-sharing is required, as it may be for some Federal programs, check the applicable block and enter the percent of total costs to be cost-shared, not a dollar figure. If the award amount is reduced from that requested by USNH or reduced afterwards for any other reason, USNH would be obligated to cost share only the maximum required percent.
- If there are Federal funds involved in the project, check the applicable block. The Master Agreement requires that the funds be identified with the right Federal sponsor and program as well as the grant (or contract, etc.) number on the award document from the Federal sponsor to the Agency, the name of the Federal sponsor, and the CFDA number. This vital information will determine what Federal terms/conditions are flowed down to the Campus through the Agency for this CPA. If there is more than one source of Federal funds, enter pertinent information for all sources, including all CFDA numbers. USNH needs this information in order to report under OMB Circular A-133 all Federal funds USNH expends each year.

9. ARTICLE G

- Although this article is seldom used, this is the place to amend terms or conditions in the Master Agreement for this particular CPA. For example if the Agency wants to stipulate a more stringent re-budgeting threshold (e.g., all changes instead of those greater than 10% of the cumulative project cost would require prior approval of the Agency), check the block and enter “7, Project Costs, Paragraph two” after the word “Article(s)”. To continue this example, after “amended to read”, add “in its entirety”. Then, in the blank space following the latter, text such as the following would be entered:

Campus shall not reallocate funds between the cost categories of this Project Agreement without prior written approval from the State Project Administrator.

- If more than one Master Agreement article is to be amended, check the block and enter the numbers and titles or other identifiers, with each article separated by commas. After “amended to read”, identify each article being amended and insert the desired text.

10. ARTICLE H

- Check one of the two blocks to indicate that the Agency either does or does not intend to take possession of equipment when the project is over. Recall the USNH equipment dollar threshold.

11. ASSERTIONS AND SIGNATURES

- The paragraph following Article H states that the CPA and the Master Agreement together contain all the terms and conditions applicable to this project and that this supercedes any prior document or agreement, with respect to this project. The paragraph also states that all changes to the CPA must be done by written amendment and approved and signed by authorized officials in order to be effective.
- Enter the Campus name and the Agency name in the appropriate place in the sentence that begins with “IN WITNESS WHEREOF”.
- Enter the Campus name under “By an Authorized Official of” in the left-most column and the Agency name under “By an Authorized Official of” in the right-most column.
- Enter the AOR’s name and title for both the Campus and the Agency. Campus AORs for each USNH Campus are listed by title below:

UNIVERSITY OF NEW HAMPSHIRE (UNH) AND UNH AT MANCHESTER

- Executive Director of Sponsored Research
- Vice President for Research

PLYMOUTH STATE UNIVERSITY (PSU)

- Vice President for Financial Affairs
- Provost

KEENE STATE COLLEGE (KSC)

- Vice President for Finance and Planning
- Provost

GRANITE STATE COLLEGE (GSC)

- Director of Finance and Planning
- Associate Vice Chancellor for Finance, USNH
- President

- Enter the name and title of the Agency’s representative in the Attorney General’s Office (AGO). If an AGO review and signature will not be required, enter “N/A”.
- The G&C representative will complete the final signature block at the time the CPA is approved by G&C. If G&C approval will not be required, enter “N/A”.

12. **EXHIBIT A**

Enter in CPA Exhibit A the information required by Master Agreement articles 1.B and 1.C.:

- **A. Project Title:** Copy and enter the title from the first page of the CPA.
- **B. Project Period:** Project Period start and end dates must be entered here. For example, you might enter “October 1, 2007 - September 30, 2007” or “Governor and Council Approval Date through September 30, 2009.” The Project Period end date must be the same as the Project Agreement end date that was entered in article B on the first page of the CPA. If the Project Period start date precedes the anticipated G&C approval date, the agency normally will need to include a request to G&C for approval of a retroactive start date. You might want to be sensitive to the seasonal nature of some projects such that a retroactive start date is imperative.
- **C. Objectives:** Enter a short (one sentence to one paragraph) statement of the project objectives. This can often be taken directly from the application. If the application is received electronically by the Agency, the objectives statement may be cut and pasted into the CPA. When objectives are inseparable from the Scope of Work section, simply state “Refer to D. Scope of Work for Objectives.”
- **D. Scope of Work:** This may be the whole narrative work statement portion of the application, a narrative prepared by the State Project Director (SPD), some combination of the two, etc. If you wish, the scope of work can be incorporated by reference to title and date of application receipt by the Agency. If the application is received electronically by the Agency, the scope of work statement may be cut and pasted into Exhibit A as a draft or final version subject to approval by the SPD.
- **E. Deliverables Schedule:** Specify here what the SPD wants for deliverables and by when, including when the final report is due and in what form. If this information is in an e-application received by the Agency, it can be cut and pasted into Exhibit A for review for the SPD.
- **F. Budget and Invoicing Instructions:**
 - Budget
 - Create a budget spreadsheet that is itemized by the major budget categories specified in the Master Agreement:
 - Salaries & Wages
 - Employee Benefits
 - Travel
 - Supplies/Services
 - Equipment
 - Facilities & Administrative Costs
 - Include amounts in a column for the funds to be provided by the Agency. If cost sharing is required of the Campus, itemize amounts in a separate column. Include a column for the total of Agency funds plus Campus cost sharing (if required) for each major budget category. If the

Agency will require separate accounting by State Fiscal Year (SFY), there should also be one column for each SFY (July 1-June 30). It may be necessary to have separate cost sharing columns for each SFY as well.

- In a line item below “Facilities & Administrative Costs”, enter any required in-kind contributions to the project budget.
- Enter an amount for Total Project Costs, the sum of Agency funding, Campus cost sharing, and in-kind contributions for the entire Project Period.
- Because USNH’s equipment threshold is \$3,000 per the Master Agreement, the Agency may want to specify certain pieces of “equipment” to be purchased under the project (e.g., a lap top computer) as being “reportable” and/or to be given to the Agency at the end of the project. This can be indicated in a narrative statement below the budget spreadsheet.

Invoicing Instructions

- Describe in narrative format the invoicing terms preferred by the Agency for this Project Agreement. If the CPA calls for cost sharing, determine if and/or how the Agency wants this documented on the invoice and describe that here.
- Below are samples of invoicing statements for different situations:

- Cost reimbursable project without cost sharing

Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date.

- Cost-reimbursable project with cost sharing

Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories, and shall document cumulative cost sharing through the end of the invoicing period. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date.

- Fixed-price and/or advance payments

Campus will submit its first invoice on regular Campus invoice forms for (specify \$ amount) at the time of G&C project approval. Subsequent invoices on regular Campus invoice forms shall be submitted on (dates) for (specify \$ amount) until the not-to-exceed amount of (specify \$ amount) is reached. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date.

- Fixed-price by task

Campus will submit invoices to State on regular Campus invoice forms accompanied by the reports for each task completed according to the schedule specified in Section E (Deliverables and Schedule) above. Each invoice will specify the agreed-upon total price for

the completed task. No expense detail will be required. State will pay campus within 30 days of receipt of each invoice and task completion report. Campus will submit its final invoice not later than 75 days after the Project Period end date.

- Task-based billing that is cost reimbursable

Campus will submit invoices to State on regular Campus invoice forms accompanied by the reports for each task completed according to the schedule specified in Section E (Deliverables and Schedule) above. Each invoice will specify the actual expenses, by major cost category, for the completed task, up to the not-to-exceed amount per task as specified in Section E. State will pay Campus within 30 days of receipt of each invoice and task completion report. Campus will submit its final invoice not later than 75 days after the Project Period end date.

- **G. Other:**

- At times, the Agency may want to add other conditions not covered by the Master Agreement. The way to do this is to add Articles, starting with “G” for each additional condition. For example, if the Agency wants to include a requirement that the CPD must include specific language for attribution to the Agency when the CPD publishes a report about the project, the SPA can add language such as that is the example below:

Campus agrees to cite the NH Adjutant General’s Department and the National Guard Bureau as the source of funding in any publications or presentations that utilize the data resulting from this Project Agreement.

13. EXHIBIT B

CPA Exhibit B is required only if Federal funds are involved.

- Exhibit B has a standard statement that refers to the Agency’s Federal sponsor specified in article F on the second page of the CPA. Campus is expected to adhere to the requirements generally applicable for this Federal sponsor for the type of funding provided, as those requirements apply to institutions of higher education.
- If there are no additional special provisions of the Federal award to the Agency or if the Agency does not wish to “flow down” additional special provisions to the Campus, the box before the word “None” should be checked.
- If the Federal award to the Agency has additional special provisions and the Agency wishes to “flow down” the applicable special provisions to the Campus, the Agency should list in the space provided those special provisions to which the Campus should adhere.

IV. NEGOTIATING WITH THE CAMPUS AND OBTAINING CPA AOR SIGNATURE

1. NEGOTIATION

If the State Project Director (SPD) wishes to modify the Campus Project Director’s (CPD) proposed Project Period, Objectives, Scope of Work, and/or Deliverables Schedule as found in the application, the SPD should contact the CPD to achieve mutually satisfactory replacement language prior to completion of the CPA. If the SPD wishes to modify the proposed budget or invoicing instructions, or any Master Agreement term, the SPD or the State Project Administrator (SPA) should instead contact the USNH

Campus Project Administrator named in the application. The Campus Project Administrator will contact the CPD for input, but the final Campus decision on budget, invoicing, and Master Agreement amendments rests with the Campus AOR.

2. OBTAINING CAMPUS AOR SIGNATURE

2.1. PROCESS

The SPD or SPA should provide the Campus Project Administrator with an electronic version of the completed CPA for final review and recommendation to the Campus AOR for signature. At this time, it is also appropriate to communicate to the Campus Project Administrator certain housekeeping items, such as the number of CPA copies with original AOR signatures that will be needed, when the Agency needs to have the signed documents returned and to whom, what the intended schedule is to seek G&C approval of the CPA, etc. Once the CPA has been signed by the Campus AOR and returned to the Agency, the Agency should route the CPA through their internal process to prepare for G&C.

2.2. AUTHORIZED ORGANIZATIONAL REPRESENTATIVES (AOR)

Look for the signature of the individual whose title is displayed below, by Campus. The first titled position in each list is the one that you will see most often. If that individual is not available, an alternate on the list will sign. Unless the individual's name and title are on file with NH DAS, the individual is not an AOR of the campus. If you have a concern, contact the Agency business office or the NH DAS representative for the Agency.

UNIVERSITY OF NEW HAMPSHIRE (UNH) AND UNH AT MANCHESTER

- Executive Director of Sponsored Research
- Vice President for Research

PLYMOUTH STATE UNIVERSITY (PSU)

- Vice President for Financial Affairs

KEENE STATE COLLEGE (KSC)

- Vice President for Finance and Planning
- Provost

GRANITE STATE COLLEGE (GSC)

- Director of Finance and Planning
- Associate Vice Chancellor for Finance, USNH
- President

V. AGENCY COVER LETTER TO G&C

1. CONSISTENCY OF TERMS

When the Agency cover letter is prepared, care should be taken to use the appropriate legal terms to correspond with those in the CPA. For example, the USNH Campus should be referred to by name (e.g., University of New Hampshire, Plymouth State University, Keene State College, or Granite State College) or by the more generic term "Campus" after the first mention, and the award document as "Cooperative Project Agreement" or "Project Agreement". The words "contract", "contractor", or "awardee" are not consistent with the CPA.

2. PROJECT PERIOD START DATE

At times, there are legitimate reasons why the internal approval process for a CPA may take longer than anticipated (delay in receipt of Federal funds, prolonged illness or absence of key individuals, peak workload times, etc.) When this occurs for projects that may be seasonally dependent, for example, this can cause significant set backs. You may recall that for cost-reimbursable projects, the Campus can not recover any costs prior to the Project Period start date. And, if “G&C Approval” is listed in the CPA Exhibit A, Article B as the Project Period start date, you may need to consider different options.

If the Project Period start date (spelled out by month, day, and year) is likely to precede the G&C approval date, the cover letter should request retroactive approval to the start date listed in CPA Exhibit A, Article B. An alternative to consider is to change the project type from “cost-reimbursable” to fixed price or some other type that enables the project to be completed within the timeframe desired by both the Agency and the Campus. These decisions are best made before the Campus AOR signs the CPA.

3. SHARING THE DRAFT COVER LETTER WITH THE CAMPUS

Some SPDs and SPAs find it helpful to share a copy of the draft cover letter with the Campus Project Administrator. Engaging the Campus partner in this way has the advantages of communicating the Agency’s intentions for seeking G&C approval and providing another set of eyes to help with the consistency issues mentioned in 2. above.

VI. AWARD NOTIFICATION

As a courtesy, you may want to advise the Campus Project Administrator about the G&C meeting date at which the CPA will be considered. After the meeting date, the SPD or SPA should advise the Campus Project Administrator about the CPA status (e.g., approved, tabled, disapproved). When the CPA has been signed by the authorized G&C official, the SPA should forward a copy of the fully signed agreement to the Campus Project Administrator. Ordinarily, the G&C meeting date and agenda item number are written on the CPA by the G&C or Agency official.

VII. POST AWARD AMENDMENTS

1. WHEN AN AMENDMENT IS NEEDED

During the course of a project, the CPD, SPD, or SPA may realize that changes need to be made. Examples may be major changes in project scope or objectives, major budget revisions, time extensions with or without additional funds, or reduction in funds. According to the terms of the Master Agreement, when changes are planned that would affect the terms of the Master Agreement or CPA, a CPA amendment must be prepared and signed by the appropriate parties.

2. AMENDMENT APPROVALS

2.A. G&C APPROVAL

When the anticipated project changes are significant, G&C approval (as well as Campus approval) is necessary. Examples of significant changes are major changes in project scope, additional funds to be added to the project, and time extensions with or without funds. Amendments are prepared by the SPD or SPA, routed to the Campus in the same way as the original CPA, then moved through the Agency’s own internal approval process before going to G&C for consideration.

2.B. AGENCY APPROVAL

If the proposed changes do not involve increased funds, do not represent major changes to the scope of work, and/or do not represent time extensions that cross state fiscal years, for example, the Agency normally has the prerogative to approve CPA amendments at its discretion – that is, without seeking G&C approval. For example, if the Agency exercises Master Agreement Article 14 to terminate a project prior to the official Project End Date, the Agency must prepare a CPA Amendment for Campus AOR signature and the Agency’s signature on the Amendment is final. At times, the SPA, SPD, or CPD may change. In such cases, the Agency may wish to issue a CPA Amendment.

3. GUIDELINES FOR COMPLETING CPA AMENDMENTS

The template for the CPA Amendment can be seen in APPENDIX IV to this Manual. The electronic version is available in Sunspot as a downloadable, fillable form via <http://sunspot.admin.state.nh.us/finance/index.asp>. Use the “search” function and type in “Cooperative Project Agreement Amendment.” The Amendment format is similar to that of the CPA, such that the articles are lettered to correspond with each other. The Amendment is designed such that only those items that will change from the CPA (and/or prior amendment) need be completed.

To complete a new Amendment, review the existing CPA and any subsequent amendments. Amendments should be numbered in chronological order. Review and/or complete as follows:

- Enter the Amendment number where indicated at the top of the document.
- Enter the Agency name where indicated in the 4th line.
- In the first paragraph, enter the date of the G&C meeting when the CPA was initially approved, and enter the item #. Also enter the official project title from the original CPA and the name of the Campus Project Director.
- If this is the 2nd amendment, after item #, reference Amendment 1 with its G&C approval date and associated item #.
- Purpose of Amendment: Check applicable purpose.
- If you check “Other”, succinctly describe the reason for the Amendment.
- Complete information requested only for those articles A through H for which there are changes from the corresponding CPA and Amendments prior to this one.
 - Article A should be completed if the Agency name has changes and/or the Campus name has changed.
 - Article B should be completed if the Project Agreement and Project Period End Date will change. (Remember to attach an amended Exhibit A and indicate in Amendment Exhibit A, article B, the new Project Period.)
 - If the scope of work is to change, the proposal title will likely change. This should be provided in Amendment article C. (You should include in Amendment Exhibit A, article C. and D. all relevant changes.)
 - Complete articles D or E if State or Campus SPA Project Administrator or Director will change.
 - If funding amount will increase, enter in the first line of article F the amount of the additional funds, and enter below that the new Total State funds. (You will need to provide a revised budget in an amended Exhibit A in article F.
 - If applicable, provide cost-share information and information on Federal funding, but only if changing.
 - If article(s) of the Master Agreement is/are amended (CPA Article G), provide pertinent information in article G on which Master Agreement article(s) to be amended and details of change(s).
 - If the State decision regarding disposition of equipment purchased under the CPA, indicate the new decision in Amendment Article H.

- Check the blocks for Exhibit A and/or Exhibit B if either or both are being amended. Be sure to attach the amended Exhibits.
- The next sentence states that all other terms and conditions of the CPA remain unchanged.
- The next paragraph states that this Amendment, all previous Amendments, the CPA and the Master Agreement together contain all the terms and conditions applicable to this project and that this supercedes any prior documents or agreements, with respect to this project. The paragraph further states that this Amendment comes effective on the date of G&C approval or approval by other authorized officials.
- In the paragraph immediately preceding the signature blocks, insert the Amendment number.
- Enter the Campus name (University of New Hampshire, Plymouth State University, Keene State College, or Granite State College) and the Agency name in the appropriate places under “By an Authorized Official of”.
- Enter the AOR’s name and title for both the Campus and the Agency. Campus AORs for each USNH Campus are listed by title in section III. 11. of this Manual.
- Complete and attach an amended Exhibit A, as appropriate. See section III. 12. of this Manual for guidance.
- Complete and attach an amended Exhibit B as needed to reflect changes in Federal sponsorship, program, CFDA number, special provisions, etc. See section III. 13. of the Manual for guidance.

APPENDICES

APPENDIX I: Cooperative Project Proposal

APPENDIX II: Master Agreement

APPENDIX III: Cooperative Project Agreement Template

APPENDIX IV: Cooperative Project Agreement Amendment

Sample Cooperative Project Proposals, Agreements and Amendments

APPENDIX I

UNIVERSITY OF NEW HAMPSHIRE



**COOPERATIVE PROJECT PROPOSAL
TO
NH STATE SPONSOR:**

1. Cover Page

PROPOSAL SUBMISSION DATE:

PROJECT TITLE:

PROJECT PERIOD:

PROJECT DIRECTOR

Name: _____
Title: _____
Address: _____

Phone: _____
Signature: _____
Date: _____

PROJECT ADMINISTRATOR

Name: _____
Title: _____
Address: _____

Phone: _____
Signature: _____
Date: _____

2. Proposal Narrative

Objectives:

Scope of Work:

Reports or Other Deliverables:

Other as Required by Solicitation:

3. Budget Summary

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	0	0	0
2. Employee Benefits	0	0	0
3. Travel	0	0	0
4. Supplies/Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	0	0	0
Subtotals	0	0	0
In Kind Contribution	0	0	0

Total Project Costs:	0
----------------------	---

4. Budget Justification Narrative

Project Personnel:

Benefits Rate(s): The Employee Benefit Rates are based on UNH's most current Rate Agreement with the U. S. Department of Health and Human Services, as required under OMB Circular A-21. A copy of the Rate Agreement is provided annually to the NH Department of Administrative Services. The full Employee Benefits rate applies to salaries and wages, except for hourly and college work study wages, graduate student salaries, and faculty summer salaries. The partial rate applies to non-student hourly wages, FICA-eligible graduate student pay, faculty summer salaries, and other exceptions to faculty and staff contract pay. The post doctoral research rate applies to all postdoctoral staff.

Travel:

Budget Justification (continued)

Supplies & Services:

Equipment:

Facilities and Administrative Costs Rate: The Facilities and Administrative Cost Rate is based on UNH's most current Rate Agreement with the U. S. Department of Health and Human Services, as required under OMB Circular A-21, unless capped by the State of New Hampshire or Federal Sponsor. A copy of the Rate Agreement is provided to the NH Department of Administrative Services when rates change.

5. Appendix:

Vitae:

Bibliography:

Diagrams:

Timeline:

APPENDIX II: Master Agreement

Click on this link:

http://www.unh.edu/osr/proposals/support/state_mstr_agmt.pdf

APPENDIX III

COOPERATIVE PROJECT AGREEMENT

between the
STATE OF NEW HAMPSHIRE,
and the
select USNH campus of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, _____, (hereinafter "State"), and the University System of New Hampshire, acting through **select USNH campus**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on _____. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title:

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Campus Project Administrator

Name: _____
Address: _____

Name: _____
Address: _____

Phone: _____

Phone: _____

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Campus Project Director

Name: _____
Address: _____

Name: _____
Address: _____

Phone: _____

Phone: _____

F. Total State funds in the amount of \$ _____ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **select USNH campus** and the State of New Hampshire, _____ have executed this Project Agreement.

**By An Authorized Official of:
select USNH campus**

Name: _____
Title: _____
Signature and Date: _____

By An Authorized Official of:

Name: _____
Title: _____
Signature and Date: _____

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: _____
Title: _____
Signature and Date: _____

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. Project Title:**
- B. Project Period:**
- C. Objectives:**
- D. Scope of Work:**
- E. Deliverables Schedule:**
- F. Budget and Invoicing Instructions:**

Budget Summary

Budget Items	State Funding \$ (by SFY if required)			Campus Cost Sharing \$ (if required)			Total
	SFY	SFY	Total State Funding	SFY	SFY	Total Campus Cost Sharing	
1. Salaries & Wages							
2. Employee Benefits							
3. Travel							
4. Supplies/ Services							
5. Equipment							
6. Facilities & Admin Costs							
Subtotals							
In-Kind Contribution							
Total Project Costs:							

Invoicing Instructions

- G. Other:**

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or .

APPENDIX IV

AMENDMENT # to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE,
and the

select USNH campus of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on _____, item # _____, for the Project titled “ _____,” Campus Project Director, _____, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of _____ with the revised Project End Date of _____, and Exhibit A, article B is revised to replace the Project Period of _____ – _____ with _____ – _____.
- Article C. is amended to expand Exhibit A by including the proposal titled, “ _____,” dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of \$ _____ and will read:

Total State funds in the amount of \$ _____ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in

accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised Exhibit B**, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article _____ is amended in its entirety to read as follows:

Article _____ is amended in its entirety to read as follows:

- Article H. is amended such that:

- State has chosen **not to take** possession of equipment purchased under this Project Agreement.
- State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #** _____ to the Cooperative Project Agreement.

**By An Authorized Official of:
select USNH campus**

Name: _____
Title: _____
Signature and Date: _____

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: _____
Title: _____
Signature and Date: _____

By An Authorized Official of:

Name: _____
Title: _____
Signature and Date: _____

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Name: _____
Title: _____
Signature and Date: _____

