SBA Award Program Terms and Conditions
Small Business Development Center Program for FY 2022

1. **Program Term - Acceptance of the Terms of an Award, Order of Precedence**
   By drawing or otherwise obtaining funds from the Small Business Administration (SBA or Agency) under this Award, the Non-Federal Entity (NFE) acknowledges its acceptance of the terms and conditions of this Award, both Standard and Program and is obligated to perform in accordance with the requirements of the Award. These Program Terms and Conditions supplement the Standard Terms and Conditions which apply to all SBA awards of financial assistance and establish the specific requirements and policies that apply to Small Business Development Center Program. In the event of any conflict between the two sets of terms and conditions, the Standard Terms will govern in cases of Agencywide or governmentwide requirements or policies and the Program Terms will control matters of programmatic requirements or policies.

   The Funding Opportunity No. OSBDC-2022-04 (CY) is associated with this Award.

2. **Program Term - Points of Contact**

   a. Grants Management Officer (GMO)
   The contact information for the GMO is located in the Notice of Award cover pages specific to the NFE.

   b. Grants Management Specialist (GMS)
   The contact information for the GMS is located in the Notice of Award cover pages specific to the NFE.

   c. Grant Officer's Technical Representative (GOTR)
   The contact information for the GOTR, also known as the OSBDC Program Manager is in the Notice of Award cover pages specific to the NFE.

   d. District Office Project Officer (PO)
   The contact information for the PO is located in the Notice of Award cover pages specific to the NFE.

   e. SBDC Program Point of Contact for Reporting Fraud, Waste, or Abuse
   Name: Rachel Karton

Address:	U.S. Small Business Administration Office Small Business Develop Centers 409 Third Street, SW, 6th Floor Washington, DC 20416
Telephone Number:	(202) 619-1816
E-mail Address:	rachel.newman-karton@sba.gov

f. Authorized Organizational Representative (AOR) of the NFE

The contact information for the AOR is located in the Notice of Award cover pages specific to the NFE.

3. Program Term - Project and Budget Periods

The period of performance for this Award will consist of a base period of 24 months. (**Note**: Budgets are submitted for a 12-month period and performance goals are based on a 12-month Fiscal year. The performance period dates are:

- FY: October 01, 2021 through September 30, 2023
- CY: January 01, 2022 through December 31, 2023

4. Program Term - Award Expectations and Project Deliverables

By drawing or otherwise obtaining funds from SBA under this award, the NFE acknowledges that it will perform the funded project in accordance with the terms of its accepted proposal and the funding opportunity. Specifically, the NFE agrees to the following:

a. Achieve the performance goals for each metric assigned by the SBA. The specific metrics and goals for this Award are located in the cover pages specific to the NFE.
b. Report emergency closures to the SBA Project Officer and OSBDC Program Manager as soon as feasible.
c. Assure that each subaward issued in association with this Award is administered in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), applicable sponsoring agency regulations and the terms and conditions of the prime Award. Also assure that subawardees comply with the Uniform Guidance and all appropriate flow-down provisions of this Award.
d. Provide advance notice of all contracts, grants, and cooperative agreements you propose to enter into with other Federal agencies, either individually or as part of a joint effort with other parties. For further guidance, see 15 U.S.C. § 648 (a)(5) and Standard Term 8.

5. Program Term - Corrective Action Required

Corrective actions required are located in the Notice of Award specific to the NFE.

6. Program Term - Project Performance

As the NFE selected to receive this Award, You are responsible for conducting this project. You may not act as a pass-through or fiscal agent channeling award funds to other parties. You may contract with other parties for the performance of project support functions or services. You also may not contract out the overall administration or day-to-day management of this project to any other party.

7. Program Term - Subawards

In accordance with 2 C.F.R. §§ 2701.92 and 2701.93, funds provided under this Award may not be used to make subawards to third parties. For the purpose of this Award third party does not include SBDC service centers.

This Award may not be sub-granted, to a single entity, but you may contract or subgrant to third parties, as per the proposal, to act as service centers. You may not act as a pass-through or fiscal agent for the purpose of channeling award funds to other parties. You may contract with other parties for the performance of project support functions or services. You may not contract out the overall administration or day-to-day management of this project to any other party.

Your subaward policy must also identify: (i) the criteria You will use to determine subawardee eligibility; (ii) the term of the subawards; (iii) the minimum and maximum dollar amount of the subawards; (iv) the purpose of the subawards; and (v) how You will monitor/oversee the performance of the subawards. Your subaward policy must further include a statement that subawards will be extended on a non-discriminatory basis.

You acknowledge that Your subaward agreements will require subawardees to abide by all terms and conditions, both Standard and Program, imposed under this Award. Furthermore, You must include a discussion of Your subawarding activities in all performance reports you submit in accordance with Program Term 11. This discussion must list each subaward made during the relevant reporting period and identify the dollar amount of the subaward, the business to which it was made, and the type of activities or costs funded.

You must also comply with the requirements of 2 C.F.R § 200.330 - 200.332, Subrecipient Monitoring and Management.

8. Program Term - Allowable Costs

All costs charged to this Award are subject to audit and examination. You are responsible for ensuring proper management and accounting of Project funds in order to avoid cost disallowances. All direct costs charged to this Award must be reasonable given the relevant market and industry area and the nature of the good or service involved. Direct costs claimed by Your organization must also be allowable under the relevant cost principles and be clearly and specifically allocable, either in whole or in part, to the project funded by this Award. In addition, You are not permitted to charge costs associated with any of the following items or activities to this Award:

- Transactions with suspended or debarred entities, as discussed in Program Term 14;
- New construction of facilities or acquisition of real estate; however, project funds may be used to pay for minor renovations of an existing facility with prior approval of the AA/SBDC on a case-by-case basis;
- Litigation, whether civil, criminal, or administrative;
- Providing matching contribution to any other Federal awards;
- Meals, lodging, per diem, or other subsistence expenses associated with local travel, unless approved by the GOTR (Program Manager). However, project funds may be used to pay transportation expenses for local travel.

Pre-Award Costs

- Pre-Award costs are not allowed under this award for continuing applicants.
- For new applicants, permission to incur Pre-Award costs must be requested and approval to incur these costs is not guaranteed.

9. Program Term - Protection of Client Information

Except where a Client consents in writing, You are not permitted to disclose any Client Information to a third party (or share such information with other units of Your organization not directly involved in the conduct of this project) without SBA approval per 15 U.S.C. § 648(a)(7).

You are not permitted to disclose Client Information to any party (including SBA), or share such information with other units of Your organization not directly involved in the conduct of this project, except where:

a. the Client consents in writing;
b. a court orders such disclosure; or
c. SBA determines it is necessary for it to have access to such information for the purpose of conducting programmatic or financial examinations or Client surveys.
d. However, SBA is allowed access to client data for obtaining program activity information or conducting client surveys. For clients who have responded “yes” to Question 11 in Part I of SBA Counseling Information Form 641, the SBDC shall provide the information and data contained in Part I along with the small business name every 90 days if requested. SBA will safeguard client and customer Personal Identifiable Information (PII).

10. Program Term - Reporting Requirements

You must submit the reports identified in Program Terms 11 and 12 in accordance with the schedule listed below. Reports must be submitted by email and in MS Word, PDF, or MS Excel format. Reports must be received no later than 30 days after the conclusion of the applicable reporting period. The final report, which must both cover that reporting period and also address the entire budget and project year, must be received no later

than 120 days after the conclusion of the budget and project year. If You fail to submit timely or adequate reports, SBA may withhold funding until this deficiency is corrected.

If funds are not fully spent at the end of the initial 12-month period and the You wish to continue using the funds for program activity, then reporting becomes quarterly. Quarterly reporting is required until the funds are exhausted or program activity ceases under this Award. Once You notify SBA that You have completed program activity for this Award, the final report is due 120 days thereafter.

NOTE: The only exception is the final cumulative Program Income report which must be submitted within 120 days after the end of the 12-month period of the first year of the award.

All reports are to be submitted to the following SBA personnel:

- GOTR (SBDC Program Manager)
- Grants Management Specialist (SBDC GMS)
- SBA District Office SBDC Project Officer
- SBDCPayments@sba.gov

All reports described in Program Term 11 and Program Term 12 must be submitted in one transaction. Incomplete report submissions will not be accepted. One individual from Your organization must be responsible for submitting all reports jointly. Your reports may not be submitted in fragments from various individuals or offices. A pattern of incomplete or delinquent submissions may result in a delayed reimbursement.

The reporting periods for this Award are as follows:

Fiscal Year NFE: Year 1

- Semi-Annual: October – March (6 months) | Due Date: 30 days
- Annual/Final: October – September (12 months) |Due Date: 30 days/Annual, 120 days/Final (January 31)

Fiscal Year NFE: Year 2

- Quarterly/Final: October – December | Due Date: Quarterly/30 days, Final/120 days
- Quarterly/Final: January – March | Due Date: Quarterly/30 days, Final/120 days
- Quarterly/Final: April – June | Due Date: Quarterly/30 days, Final/120 days
- Final: July – September (12 months) | Due Date: 120 days

Calendar Year NFE: Year 1

- Semi-Annual: January – June (6 months) | Due Date: 30 days, August 1
- Annual/Final: January – December (12 months) | Due Date: Annual/30 days, Final/120 days

Calendar Year NFE: Year 2

- Quarterly/Final: October – December | Due Date: Quarterly/30 days, Final/120 days

- Quarterly/Final: January – March | Due Date: Quarterly/30 days, Final/120 days
- Quarterly/Final: April – June | Quarterly/30 days, Final/120 days
- Final: July – September (12 months) | Due Date: 120 days

11. Program Term - Performance Reports

In accordance with the schedule listed in Program Term 10, You must submit Your performance reports with a cover page that includes the following information:

- Program Name
- Award Number
- NFE Name and Address
- State Director Name and Contact Information (Telephone and Email)
- Project Period
- Reporting Period
- Date of Report

You must attach Your narrative performance report that details the following:

a. All project accomplishments or deliverables for the reporting period, including a comparison between Your actual accomplishments or deliverables and those required in Program Term 4 and/or predicted in Your accepted proposal. Where You failed to achieve the required or predicted accomplishments or deliverables, You must explain the reason(s) for that shortfall and describe how You will bring project performance back into compliance with Program Term 4 and Your accepted proposal;

b. Any lessons learned, best practices identified, notable success stories, and problems encountered, and steps taken to address those problems;

c. Activities should be reported in the sequence categories 0100 through 2300. Other pertinent information, including economic impact data (e.g., jobs created, tax dollars generated);

d. Changes in key personnel, service centers and sub-recipients that occurred during the performance period;

e. Subaward activities as detailed in Program Term 7 (where applicable); and

f. A summary of the activities, outputs, outcomes, and achievements in these reporting categories with accompanying management analysis.

12. Program Term - Financial Reports

In accordance with the schedule listed in Program Term 10, You must submit Your Federal Financial Reports using Standard Form (SF-425). For year-end reporting, You must also provide detailed information regarding Your actual expenditures broken down by the same cost category line items identified in Your approved budget. You must include a narrative explanation each time Your actual expenditures exceed the amount You budgeted for a given cost category.

You must report the matching contributions expended during the reporting period under the “Recipient Share” block on Your SF-425, as applicable. If You did not expend the

required level of match for that reporting period, You must include a narrative explanation detailing the extent of, and reason(s) for, the shortfall and describing how and when You will come into compliance with the match requirement. For further guidance regarding matching contributions, see Program Term 22.

SBA recommends use of the self-populating excel spreadsheet in support of the SF-425, SBA Form 2113 for reporting Program Income (PI), a worksheet to support the PI, a Schedule of Indirect Cost, and OSBDC Budget Comparison worksheet for this purpose, but you may present the detailed cost data using your own format provided that format addresses all the required categories of information. All detailed cost data must be identified by object class category, SBA funds, cash match, in-kind match, and waived indirect. You may obtain the recommended forms and worksheets at https://www.sba.gov/offices/headquarters/osbdc/resources/20351.

Additionally, You must attach a certification to each annual and final financial report that contains the following statement:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise (U.S. code title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

This certification statement must be signed by an official who is authorized to legally bind Your organization.

Semi-annual, Annual and Final Financial reports consist of the following:

- Standard Form (SF-425) Federal Financial Report
- Spreadsheet in support of the SF-425
- Budget to Actual Comparison Report
- Schedule of Indirect Costs*
- SBA Form 2113** and supporting worksheet

* The Schedule of Indirect Costs is not required with quarterly financial report submissions.

**This form is submitted with the "Annual" or "Final" report for Year 1 only. See Program Term 10- Reporting Requirements for additional information.

13. Program Term - Additional Data Submission Requirements

In addition to the information identified in Program Terms 11 and 12, You must also submit annually a copy of your most recent audited financial statement. The GOTR must receive the required single audit submission per 200 CFR §200.512 (a) states must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday,

Sunday, or Federal holiday, the reporting package is due the next business day. Refer to 2 C.F.R. 200 (Subpart F) for more information.

You must also submit the following reports:

a. Client Service Data (EDMIS-Next Generation)

You must collect and maintain records of counseling and training activities. You must use the SBA Form 641 (or its equivalent) for counseling activities and the SBA Form 888 (or its equivalent) for training activities. In order to count training clients for the Unique Clients Served goal, you must submit 641 like data for training clients. You are not required to use the SBA Form 641. You are required to submit the client service information into SBA's Entrepreneurial Development Management Information System – Next Generation (EDMIS-NG). You may submit the information by directly entering data into EDMIS-NG or uploading batch files to the system. All fields must be completed when data is available, including but not limited to capital infusion data, number of employees, and other economic impact data. You are also required to complete the Economic Impact report in EDMIS-NG. If you do not currently collect economic impact data on a client-by-client basis you may use general client survey data to complete the separate Economic Impact Report.

Client service information must be submitted to EDMIS-NG no later than 30 days after the close of each quarter.

14. Program Term - Project and Program Integrity

You must avoid engaging in any actions that may harm the integrity of this project or this SBA program. In the event key project employees are determined to have engaged in conduct reflecting a material lack of business integrity or honesty, You must immediately remove them from involvement in this project. In addition, You and Your employees must avoid both organizational and individual conflicts of interest in accordance with the principles identified in 2 C.F.R. § 2701.112.

You may not discharge, demote, or otherwise discriminate against any of Your employees, which includes volunteers, as a reprisal for their disclosing to an authorized person or body as described in 41 U.S.C. § 4712(a)(2) any information that the employee reasonably believes is evidence of one of more of the following: gross mismanagement of Your grant; a gross waste of Federal funds; an abuse of authority relating to Your grant; a substantial and specific danger to public health or safety; and/or a violation of law, rule, or regulation related to Your grant. Any of Your employees who believe they have been subjected to such a reprisal may submit a complaint to SBA's Inspector General Hotline via the internet at www.sba.gov/OIG/Hotline, via telephone at 1-800-767-0385 , or via mail at Office of Inspector General, ATTN: Hotline, 409 3rd Street, S.W., Suite 7150, Washington, D.C. 20416. You must inform Your employees in writing of the rights and remedies discussed in this paragraph in the predominant native language of Your workforce.

You must report all findings or determinations of sexual harassment, other forms of harassment, or sexual assault by key employees paid under this Award and also report if

You have placed such key employees on administrative leave or imposed any administrative action against them as a result of the findings or determinations.

You cannot use Project Funds to pay salaries of employees or costs of consultants, contractors, or other service providers (e.g., accountants, lawyers, etc.) where such entities are currently suspended or debarred. In addition, You cannot use Project Funds to provide counseling services related to Federal contract, grant, or loan opportunities to individuals or firms that are currently under suspension or debarment by a Federal agency. Training may be provided on these three topics without regard to an individual's suspension or debarment status. You are responsible for verifying that entities paid or (where applicable) assisted with Project Funds or Project Resources are not suspended or debarred. To determine if an individual or firm is suspended or debarred, You may consult the System for Award Management (https://www.sam.gov/). Additionally, in cases involving counseling, You may require clients to certify they are not currently suspended or debarred prior to receiving assistance relating to Federal contract, grant, or loan opportunities. For further guidance regarding suspension and debarment, see 2 C.F.R. Parts 180 and 2700.

If Your organization is a Religious Organization, the following additional restrictions apply:

a. You may only conduct explicitly religious activities outside of the programs directly funded by the federal government, and at a separate time and location;
b. You may not use any direct Federal financial assistance to support or engage in any explicitly religious activities; and
c. You may not discriminate against beneficiaries or prospective beneficiaries of this program on the basis of religion or religious belief.

For guidance regarding Religious Organizations and Federal financial assistance, see Executive Orders 13279, 13559, and 13831 and the Attorney General's memorandum regarding "Federal Law Protections for Religious Liberty" (Oct. 6, 2017).

15. Program Term - Lobbying

In addition to lobbying restrictions detailed in Standard Term 18, lobbying during the ASBDC Spring Conference is prohibited.

16. Program Term - Project Closeout

For general guidance regarding project closeout procedures, see 2 C.F.R. §§ 200.343 – 200.344.

At the end date of this Award (i.e., after the project period concludes and any no cost extension have expired, as applicable), this project will cease, and You may not incur any new reimbursable expenses. You must submit Your final performance and financial reports and Your final requests for payment within 120 calendar days of the project end date. If You do not submit Your final payment requests within 120 days of the project

end date, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to You.

If You have not received a follow-on award, You must include a list of all equipment purchased with Project Funds along with Your final performance and financial reports. That list must describe each piece of equipment and identify its purchase price, the percentage of that purchase price paid with Project Funds, and its current, depreciated value. You must also ask the GOTR how to dispose of that equipment. For further guidance regarding the disposition of equipment purchased with Project Funds, see 2 C.F.R. § 200.313(e).

Where You have unexpended program income remaining at the end date of this Award You must either remit that money to SBA or obtain approval from SBA to use it to fund further activities consistent with the objectives of this Award. For further guidance regarding program income, see Program Term 23.

Where SBA has designated another organization as Your successor for purposes of this program, You must turn over all equipment, materials (including top-level domains and web content), and unexpended supplies purchased with Project Funds, as well as copies of all project records (including client files), to Your designated successor in accordance with the procedures and timeline provided by SBA. You must make a good faith effort to facilitate the smooth transition of the project to Your designated successor.

17. Program Term - Co-Sponsored Activities

Your organization may collaborate with SBA, other Federal agencies, and other current SBA grant recipients for the purpose of co-hosting activities within the scope of this Award without the need for a separate written agreement. SBA's logo may be used in conjunction with such co-hosted activities. However, where a proposed activity includes contributors, co-hosts, or co-sponsors that are not other Federal agencies or current SBA grant recipients or involves undertakings that are outside the scope of this Award, the parties must work with SBA to execute a separate written co-sponsorship agreement. For further guidance regarding the use of SBA's logo, see Standard Term 15.

18. Program Term - Applicable Law and Policy Requirements

Except for circumstances in which Federal law defers to State or local law – such as zoning matters, building and business permits, and recording requirements – this Award will be governed by and construed under Federal law. Specifically, this Award is subject to the following laws, regulations, and policies in addition to those enumerated in the SF 424B (Assurances: Non-Construction Programs) You submitted as part of Your approved application:

a. 15 USC § 648 (SB Act, SBDC Program);
b. 13 CFR Part 130 (Small Business Development Centers);
c. 5 U.S.C. App. 1 (Inspector General Act of 1978);
d. 15 U.S.C. § 78dd-1 et seq. (Foreign Corrupt Practices Act);

e. 15 U.S.C. § 631 et seq. (Small Business Act);
f. 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000);
g. 22 U.S.C. § 7207 (Prohibition on United States Assistance and Financing to Certain Foreign Nations);
h. 31 U.S.C. § 6101 note (Digital Accountability and Transparency Act of 2014);
i. 31 U.S.C. § 6305 Using Cooperative Agreements
j. 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182;
k. 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with the Federal Government);
l. 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36;
m. 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas);
n. 49 U.S.C. App. 1517 (Fly America Act);
o. 2 C.F.R. Parts 180 and 2700 (Non-procurement Debarment and Suspension);
p. 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance);
q. 13 C.F.R. Part 146 (Restrictions on Lobbying);
r. 15 C.F.R. Parts 730-774 (Export Restrictions);
s. 22 C.F.R. Parts 120-130 (International Traffic in Arms);
t. 31 C.F.R. Parts 500-598 (Foreign Assets Control);
u. 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements);
v. Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
w. Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving); and
x. Executive Order 13788 (Buy American and Hire American).

19. Program Term - Dispute Resolution

If a dispute arises between Your organization and SBA regarding a financial or programmatic matter under this Award, You may request formal resolution of that dispute in accordance with 13 C.F.R. § 130.630. Any disputes regarding the suspension, termination or non-renewal of this Award will be handled in accordance with 13 C.F.R. § 130.700, with the additional proviso that You may request an administrative review of the underlying decision by the Associate Administrator for the Office of Entrepreneurial Development (AA/OED), whose opinion will represent the final Agency decision on the matter.

20. Program Term - Liability and Indemnification

Any liability arising from the conduct of this project, except as it directly relates to SBA employees or facilities, is solely Your responsibility. SBA will not indemnify You or Your employees or officers. Furthermore, with the exception of insurance, no Project Funds may be used to cover costs related to liabilities arising under this Award. For further guidance regarding insurance costs, see 2 C.F.R. § 200.447.

SBA is not a party to any contracts, subgrants (where permitted), or other agreements between Your organization and third parties. SBA will not be involved in any disputes arising from such agreements. You are liable to SBA for any amounts paid from Project Funds to third parties which are subsequently determined to have been unallowable or otherwise improper.

21. Program Term - Indirect Costs

You may claim indirect costs under this Award in accordance with the Indirect Cost Rate Agreement You negotiated with Your cognizant agency. Reimbursement of indirect costs from Federal funds will be capped at a maximum of 20 percent, regardless of the amount stipulated in the Non-Federal Entity's indirect cost rate agreement.

NFEs that have never had an Indirect Cost Rate Agreement with a cognizant Federal Agency may:

1. Claim indirect costs under this Award at a 10 percent de Minimis rate of Modified Total Direct Cost in accordance with 2 C.F.R. § 200.414(f) or:
2. Request from their SBA Project Officer an SBA indirect cost rate agreement at a rate of 24 of Modified Total Direct Cost. An SBDC rate agreement is exclusively for the SBDC Program and the rate is non-negotiable.

The de Minimis rate and the SBA rate may not be used by NFEs that have an expired ICR.

22. Program Term - Matching Contributions

You are required to provide matching support for this Award from non-Federal sources at the rate of 100 percent -- i.e., one non-Federal dollar for each one Federal dollar – unless otherwise authorized by the AA/SBDC. Non-Federal cash match must be at least 50 percent of the Federal funds. The remaining 50 percent may be provided through any allowable combination of additional cash match, in-kind contributions, or waived indirect costs. The Recipient may not use Program income to match the federal dollars provided or in place of funds already budgeted in the Cooperative Agreement.

You must document that You have obtained and expended the required level of match in support of project activities. You may receive contributions of matching support from any non-Federal source, such as State, local, or tribal governments, private individuals, corporations, or foundations. In addition, You may provide matching support for this Award by utilizing Your own or Your parent entity's resources. Matching contributions may take the form of cash or cash equivalent, or in-kind donations such as free or reduced-price goods, services, or facilities, or indirect costs.

For each SF-270 (Request for Advance or Reimbursement) You submit, You must indicate the amount of match (i.e., the "Non-Federal Share") expended (for reimbursements). If the amount of match You list on Your SF-270 does not meet the required 1:1 level of match for Federal expenditures, You must attach an explanation

detailing the extent of, and reason(s) for, the shortfall and describing how and when You will come into compliance with the match requirement.

If You are chronically or seriously Undermatched You will not be eligible to receive reimbursement for the remainder of the current Budget Period, and possibly for subsequent Budget Periods as well. If You are Undermatched at the end of a Budget Year, You will be required to remit to SBA all Federal funds You received but were unable to match. Furthermore, if You fail to meet Your match requirement, SBA may withhold payment, decline to exercise option periods, or take such other enforcement action as it deems appropriate. See Program Term 29.

You are encouraged to, but not required to report Overmatch on Your SF-270 or SF-425. However, if You choose to report Overmatch to SBA, You may use that Overmatch to offset any disallowed payments for the relevant Budget Period on. Overmatch may not be carried over to subsequent Budget Periods. It may only be counted for the Budget Period in which it was expended. If you choose not to report Overmatch to SBA on the Final SF-425, You cannot use it to offset any disallowed payments. This applies to non-Federal disallowances and not Federal disallowances.

For further guidance regarding matching contributions, see 2 C.F.R. § 200.306.

Insular Area Territory Match Waiver

The SBA has the authority, per U.S. Code Title 48 – Territories and Insular Possessions, Chapter 10 – Territorial Provisions of a General Nature, Section 1469a(d) – Congressional declaration of policy respecting “Insular Areas”, to waive any requirement for matching funds otherwise required by law to be provided by the Insular Area involved. Additionally, § 601 of Pub. L. No. 96-205 and § 6 of Pub. L. No. 98-213 together mandate that “notwithstanding any other provision of law, in the case of the Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands, any department or agency shall waive any requirement for local matching funds under $200,000…”

For the Core SBDC Grant, the Associate Administrator for the Office of Small Business Development Centers will, upon written request, waive the match requirement for the first $199,999.99 for American Samoa, Guam, and the Virgin Islands Small Business Development Centers (SBDCs).

The Insular Area Territory SBDCs are required to provide a 1:1 match that must include at least 50 percent in cash with the remainder consisting of a combination of cash, in-kind and non-reimbursed Facilities and Administrative costs (i.e., waived indirect costs) on all Core SBDC grant funds of $200,000 and above.

The Core-Grant Insular Area Territory Match Waiver **must be requested in writing**, prior to the submission of the renewal application package, and transmitted through the OSBDC Program Manager. The Core-Grant Insular Area Territory Match Waiver will not apply retroactively to previous, ongoing, or expired grants and is not transferable to other non-SBDC funding opportunities from SBA

23. Program Term - Program Income

Program Income generated under this Award must be added to the Project Funds and used to further eligible project or program objectives. In addition, on SBA Form 2113-Program Income and worksheet you submit, you must note all Program Income earned and expended during the program year. A self-populating excel worksheet to the SBA Form 2113-Program Income may be obtained from the OSBDC website at www.sba.gov/content/sbdc-forms-and-worksheets.

For further guidance regarding Program Income, see 2 C.F.R. § 200.307.

24. Program Term - Financial Stability and Risk Mitigation

In accordance with 2 C.F.R. § 200.205, in order to continue being entrusted with public funds Your organization must maintain a sufficient level of financial stability. Examples of failure to maintain sufficient financial stability include, but are not limited to, excessive and/or unresolved indebtedness (whether to the Federal Government or other parties), repeated failure to make payroll, and/or operating at a deficit for an extended period of time. Your lack of financial stability may lead SBA to take any or all of the following actions:

a. Categorize Your organization as a high-risk NFE and subject it to additional conditions;
b. Suspend, terminate, or decline to renew this and any other Awards You receive from SBA; and
c. Suspend or debar You from participating in the Federal procurement or non-procurement arenas in accordance with 2 C.F.R. Part 2700.

For further guidance regarding enforcement actions SBA may take under this Award, see Program Term 29.

For further guidance regarding debarment, see C.F.R. Parts 180 and 2700.

25. Program Term - Funds Management and Payment

In accordance with 2 C.F.R. § 200.305(b)(6), SBA may withhold payments if You fail to comply with project objectives, Federal statutes, regulations, the terms and conditions of this Award, and/or the program requirements. Additionally, SBA reserves the right to offset any funds payable to You under this Award in order to collect debts or other financial claims the Agency may hold against you under this program or any other SBA program. In addition, if You fail to expend funds at a rate substantially in accordance with your accepted proposal, SBA may reduce the amount of this Award by de-obligating funds from your project and transferring them to other NFEs conducting projects under this program.

Payment will be made by reimbursement. For general guidance regarding payments under this Award, see 2 C.F.R. Subpart D §200.305. You must draw down Federal funds only as needed to meet actual or estimated expenditures for the relevant reporting period. You must avoid accumulating Federal funds in excess of current disbursement

needs. You must also provide the required level of matching contributions for all Federal funds drawn down under this Award. For further guidance regarding matching contributions see Program Term 22.

To receive payment, You must provide SBA with Your bank routing number and account information and submit a signed SF 270 (Request for Advance or Reimbursement) signed by the authorized representative of the NFE organization. Any failure by You to properly complete and submit the required forms will cause substantial delay in processing Your payment request.

To receive payment, the following process must be followed:

a. Forms must be submitted via email to SBDCPayments@sba.gov.
b. The NFE must enter in block 4 (Standard Form 270), the appropriate Agreement/Document Number to identify the budget year of the Federal funds requested for payment.
c. The NFE must fill-in block 5 of SF-270 (Partial Payment Request Number) in sequential order to indicate the cumulative number of forms submitted to the OSBDC.
d. NFE must enter in line 11f of SF-270 the Non-Federal share of the amount on line 11e.
e. The final SF-270 must show 100 percent matching funds on the federal funds requested, which includes no less than 50 percent cash match used to support federal payment during the award period. Final SF-270 without required match will be denied payment.
f. If the amount of match reported on Your SF-270s indicates that You are trending toward not meeting the required 1:1 level of match, SBA will require You to provide an explanation detailing the extent of, and reason(s) for, the shortfall and describing how and when You will be back on track for meeting the match requirement.
g. You must attach a certification statement with each SF-270. Please see Program Term 12 – Financial Reports for the required certification statement.

You are responsible for submitting all payment requests in a timely manner at least quarterly, but not more frequently than monthly. You bear sole responsibility for providing adequate documentation or justification of all claimed costs and for submitting all payment requests in a timely manner. SBA will not process any payment request You submit more than 120 calendar days after the conclusion of the relevant Budget Period. You must retain copies of receipts, invoices, subcontracts, timesheets, evidence of the existence and valuation of matching contributions, and similar items providing documentary support of all claimed costs. See Standard Term 28. All payments will be made based on Your demonstrated, bona fide disbursement requirements, consistent with the approved budget and project deliverables.

Should You wish to request payment in advance, You must certify that you have the required level of matching contributions, justify why an advance is necessary, and detail

how the advance funds will be expended over the specified period covered by the request. Advances are limited to the minimum amounts needed and must be timed to be in accordance with your actual, immediate disbursement requirements. You must deposit and maintain advances of Federal funds in interest-bearing, FDIC-insured accounts. You are encouraged to use banks that are at least 50 percent owned by women or minorities. If You do not fully expend an advance payment within 30 calendar days of disbursement, You must promptly refund any remaining amount to SBA. For further guidance regarding interest earned on advances of Federal funds, see 2 C.F.R. § 200.305(b)(9).

26. Program Term – Adherence to the Approved Budget

You must expend Project Funds in accordance with Your approved budget. You do have discretion, however, to transfer Project Funds between individual cost categories provided the cumulative result of all such transfers in a given budget period does not exceed 10 percent of Your total approved budget Before making any transfers that would cumulatively result in Your exceeding this 10 percent cap, you must obtain approval from SBA. Failure to adhere to the approved budget or obtain the necessary prior approval will result in denial of payment by SBA.

NOTE: You must obtain written approval from SBA for any changes in indirect costs, Federal and non-Federal. For further guidance regarding the prior approval process, see Standard Term 8 and Program Term 27.

All costs approved on this budget must meet the tests of necessity, reasonableness, allowability, and allocability in accordance with applicable cost principles. All costs charged to this Award are subject to audit. NFEs are responsible to ensure management and financial accountability of Federal funds to preclude future cost disallowances.

The approved budget is included with the individual cover pages specific to the NFE.

27. Program Term - Actions Requiring Prior Approval

Before taking any of the actions listed below and in Standard Term 8 you must obtain advance approval from SBA:

a. Amending the approved project goals and milestones;

b. Additional line-item expenditures not specified or shown without cost on the approved budget;

c. Changing and/or exceeding the amount claimed for indirect costs in the approved budget for Federal and matching funds;

d. Fund transfers between cost categories when the gross amount of the funds involved is greater than 10 percent of the overall project budget;

e. Changing the Lead Center Director without approval from the AA/SBDC, for all other key personnel changes the SBDC Lead Center must advise Project Officers and program managers within 10 business days;

f. Entering into a contract calling for the expenditure of $250,000 or more in Project Funds, with the exception of subawardee recipient agreements or entering into a contract that, when combined with other contracts held by a single individual or organization (including affiliates, subdivisions, and subsidiaries), would result in that entity receiving $250,000 or more in aggregated Project Funds unless included in the proposal. The contracts must be awarded via competition. Non-competitive contracting at this level is only allowed if You can demonstrate to SBA's satisfaction either: (i) there is only one possible source for a particular good or service or (ii) there is an emergency involving the risk of imminent damage to property or injury to people. For contracts between $10,001 and $250,000, you do not need to submit copies of the proposed contracts to the GOTR for approval before executing them. However, you must obtain price quotes (either orally or in writing) from at least three qualified sources and inform SBA of these quotes in the corresponding payment requests/financial reports. If you do not choose to go with the lowest quote, you must explain why. For contracts of $10,000 or less, you do not need to submit copies of the proposed contracts to the GOTR for approval before executing them and the contracts are not required to be awarded via competition if Your organization considers their prices to be reasonable.

g. Purchasing or disposing of a piece of equipment with an acquisition cost of $5000 or more, when not included in the proposal;

h. When taking any action not included in the proposal;

i. Travel outside the United States and its territories;

j. Use of the SBA logo on any social media sites or services other than the SBDC project website;

k. Use of Project funds for minor renovations of an existing facility;

l. Establishing or reorganizing a legal entity.

You must submit requests for prior approval to the GOTR 30 calendar days prior to the date of the proposed action. See 2 C.F.R. § 200.308; 2 C.F.R. 200 Subpart E; for further guidance regarding prior approval requirements see Standard Term 8.

28. Program Term - Project Website

You must maintain a website, or a clearly defined subsection of an existing website, for the purpose of publicizing and conducting project activities. The project website must make reasonable accommodations for access by persons with disabilities and must feature the SBA logo and acknowledgement of support clause in a prominent location in accordance with Standard Term 15. In addition, project websites are subject to the prior approval requirements and the project closeout requirements.

You may not use the project website to advertise, promote, or endorse alcoholic beverages, tobacco products, sexual products (including dating services and pornographic materials); illegal or controlled substances or materials; gambling or gaming products or services; or any other products, services, or materials which may be harmful to the image or reputation of this project, the SBDC Program or SBA.

29. Program Term - Termination/Suspension/Enforcement

If you materially fail to comply with the terms and conditions of this Notice of Award, or with any requirement imposed by statute, regulation, executive order, or other source of law or policy, SBA will take whatever enforcement measures it deems appropriate to remedy that non-compliance. For further guidance regarding the enforcement measures that apply to this Award, see 13 C.F.R. § 130.700. SBA may also institute suspension or debarment proceedings against your organization as it deems necessary.

30. Program Term - Selection of State Director

Prerequisite to filling the SBDC State/Regional Director position, the NFE must follow the process outlined below:

1. You must submit recruitment and selection plans for the SBDC State/Regional Director position to the SBA District Director (or Lead District Director when there is more than one District Office) and to the GOTR for approval of the plans' adequacy. The SBA District Director and GOTR must notify the NFE of the plans' acceptance or rejection within eight (8) business days of receipt.
    a. The recruitment plan should include provisions for a nationwide search and should not include provisions which unduly restrict or limit the eligible candidate pool;
    b. You must include an SBDC State or Regional Director from an accredited SBDC network in the hiring process.
    c. SBA employees are prohibited from participating in the hiring process, for example, joining interview panels or search committees, other than defined here in these terms and conditions.
    d. Recruitment plans for filling the vacancy in excess of 120 days beyond the previous Director's departure date must have prior approval of the AA/SBDC.
2. The non-federal entity will follow its hiring procedures to determine the best final candidate and must subsequently obtain the approval of the AA/SBDC prior to making an offer of employment. Upon selection of a final candidate for the position:
    a. You must provide to the AA/SBDC and to the SBA District Director the resumes of the top three finalists.
    b. After You have interviewed the top three finalists, You must notify the SBA District Director and the AA/SBDC of YOUR selection.
    c. The SBA District Director will provide feedback to the AA/SBDC regarding the selected finalist. The SBA District Director will not provide feedback to the NFE.
    d. Within 15 days from the date of notification, the AA/SBDC will provide the NFE with their concurrence or denial of the selected finalist.
    e. You may not hire the SBDC State/Region Director without the concurrence of the AA/SBDC. Failure to comply with this section may be considered cause for termination from the program.

NOTE: If the SBDC State/Regional Director is subject to removal or replacement, You

must notify, if possible, the SBA District Director and the AA/SBDC at least ten (10) days before taking such action. You must provide the AA/SBDC with a written explanation of why such action is necessary.

31. Program Term - Refunds of Award Expenses

If you receive a refund of FICA/FUTA taxes or other project costs previously paid under this Award, you must immediately report such refund to SBA, regardless of whether the Project Period has ended. The amount of the refund must be remitted to SBA if the cost was paid with Federal funds. If the refunded cost was paid using matching contributions, you must either use the refund to support activities consistent with the objectives of this Award or remit it to SBA if failing to do so would result in the project being under matched."

When submitting refunds to SBA:

- Make check payable to the U.S. Small Business Administration,
- Include a cover memo that explains the reason for the refund, and reference the appropriate Award number the funds are associated with, and
- Send the check by priority mail, FEDEX or a similar carrier to:

  Alanna Falcone
  U.S. Small Business Administration
  OSBDC – 6th Floor
  409 Third Street, S.W.
  Washington, DC 20416.

32. Program Term - Definitions

The following definitions apply to this Program. For additional definitions relating to this Award, see 13 CFR 130.110 and Notice of Funding Opportunity Numbers OSBDC-2022-01 (FY) or OSBDC-2022-02 (CY).

Award – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant, cooperative agreement, or contract.

Client – an entity receiving technical assistance under this Award. A Client may be an existing small business concern, or an individual interested in owning and operating a small business concern.

Client Information – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.

Follow-on award – subsequent renewal (continuation) award.

Key Personnel – those individuals who play a crucial role in the conduct of a project. Examples include directors, managers, but not support staff.

Local Travel – local travel is any travel conducted entirely within a 50-mile radius of your organization's address of record

Overmatch(ed) – a level of matching contributions that exceeds the amount required.

Program Income – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees (examples include fees for training events or specialized services), sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees. Program Income also includes fees that are not actually received by the Recipient, but whose disposition is controlled by the Recipient through its SBDC Network. Program income does not include interest earned on advances of federal funds. Under co-sponsorship arrangements between SBDCs and other organizations for activities outside the SBDC Cooperative Agreement, fees collected and retained by the third party are not considered Program Income. That portion of gross fees allocable to the SBDC shall be collected and accountable as SBDC program income. The Recipient will not use Program income to match the federal dollars provided or in place of funds already budgeted in the Cooperative Agreement.

Project Funds – all funds covered by the project budget. Includes both Federal funds and matching contributions (cash and in-kind) dedicated to the project.

Project Resources – non-monetary items such as facilities, equipment, supplies, and staff time that are utilized to further project objectives and whose costs are supported (in whole or in part) with Project Funds.

Religious Organization – an entity that is organized for religious purposes and engages in activity consistent with, and in furtherance of, such purposes.

Undermatch(ed) – a level of matching contributions that fails to meet the amount required.

Waived Indirect – non-Federal indirect match.

You – the NFE (recipient organization) for this Award.