

**U.S. Department of the Interior
National Park Service**

**Financial Assistance
Notice of Funding Opportunity (NOFO)**



Program Title	Shared Beringian Heritage Program 2021 Funding Call
Notice of Funding Opportunity Number:	P21AS00337
Announcement Type:	Initial
CFDA Number:	15.946 – Cultural Resources Management 15.945 – Cooperative Research and Training Programs 15.944 – Natural Resources Stewardship

Issue Date:	February 12, 2021	
Application Due Date:	April 11, 2021	Time AM/PM Zone 5:00pm AKT

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Section A: Program Description

Federal Agency Name: Department of the Interior, National Park Service

Funding Opportunity Title: Shared Beringian Heritage Program (SBHP)

Funding Opportunity Number: P21AS00337

Catalog of Federal Domestic Assistance (CFDA) Number: 15.944 Natural Resource Stewardship, 15.945 Cooperative Research and Training Programs, 15.946 Cultural Resource Management

Legislative Authority:

54 U.S.C. §101702(a) Cooperative Agreements, Transfer of Service Appropriated Funds:

Authorizes the National Park Service (NPS) to enter into cooperative agreements that involve the transfer of NPS appropriated funds to funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs pursuant to 31 U.S.C. 6305.

54 U.S.C. §101702(b) Cooperative Agreements, Cooperative Research and Training Programs:

The Secretary may enter into agreements with public or private educational institutions, States and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training programs concerning the resources of the National Park System, and pursuant to such agreements, to accept from and make available to the cooperator such technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units as the Secretary deems appropriate.

54 USC §100703 Cooperative Study Units: The Secretary is authorized and directed to enter into cooperative agreements with colleges and universities, including but not limited to, land grant schools, in partnership with other Federal and State agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the resources of the National Park System, or the larger region of which parts area a part.

Federal Regulations: 2 C.F.R. § 200, 2 C.F.R. § 1402

Program Description, Purpose, Goals and Measurement:

The Shared Beringian Heritage Program (SBHP) is a National Park Service (NPS) Alaska Region program designed to promote international cooperation around conservation and cultural heritage. SBHP recognizes and celebrates the unique natural resources and cultural heritage shared by Russia and the United States in the region known as Beringia. From the Kolyma River in the west (Russia) through Alaska and into Canada's Yukon Territory in the east, this region includes the people, the land, and the water that connected the continents of North America and Asia during

the Pleistocene ice ages. The area provides unparalleled opportunities to study both earth and human history.

The program was originally designated to help develop an international park in the Bering Strait region and has continued to support the efforts at international conservation that formed the impetus for this not-yet-enabled park. SBHP promotes these goals via project funding, Beringia Days events, web and social media presence, and promoting communication between Russian and U.S. partners. As a program of the NPS, SBHP is bound to the NPS Organic Act and NPS Management Policies, though does not have the requirements of any specific park unit. The ecosystems (both marine and terrestrial) and peoples of the Beringian region have experienced rapid environmental change, and the needs for regional cooperation are more pronounced than even at the time of SBHP's founding.

The overall purpose of the SBHP is to advance local, national, international understanding and preservation of the region's resources and to sustain the cultural vitality of its indigenous people. Specific programmatic goals are to:

- Improve conservation, sustainability, and knowledge of the region's natural and cultural resources;
- Preserve subsistence opportunities and other historic traditions and practices;
- Interpret and communicate about the region's unique and internationally significant resources and values;
- Provide opportunities for cultural connections and knowledge exchange.

SBHP funds projects that advance these program goals in the Beringia region. Proposed projects may be research-focused, community-based, educational, cultural, or conservational. Every project must demonstrate how it fulfills one or more specific program goals. Recent projects have focused on marine mammals, sea-ice patterns, reindeer herding, archaeology, documentation of local traditions, language preservation, climate change, and cultural exchange.

All proposals must be submitted by a U.S.-based organization. The project must include a meaningful Russian component. This may be achieved by activities including:

- Involving a Russian specialist or partner as a project collaborator;
- Conducting a portion of the project in Russia;
- Fostering cultural, scientific, educational, or familial exchanges between Russia and the United States related to the Beringia area;
- Compiling, translating (either Russian-to-English or English-to-Russian), and disseminating research results and other materials that could be beneficial to others.

In FY2021, the SBHP will consider two different types of proposals for funding:

- **Standard Proposal.** Addresses one or more SBHP goals with a duration from one to three years. Funding may not exceed \$75,000 in any single year for a total project cost up to \$225,000.
- **Cultural Exchange Proposal.** Designed to address local community-based activities, cultural connections, and other short-term needs to support ongoing knowledge exchange among the people of the Beringia. Funding may not exceed \$30,000 with a duration of one year.

Secretary of the Interior Priorities:

This program supports Secretary of the Interior Priority 3a. “Be a Better Neighbor with those closest to our resources by improving dialogue and relationships with persons and entities bordering our lands.” The program supports this priority in the following way: Projects funded will have strong applied scientific merit, and will benefit the natural resources, cultural resources and/or subsistence of Beringian area residents.

Section B: Federal Award Information

Anticipated Federal Funding: (\$30,000.00 to \$225,000.00)

The total amount of federal assistance funds available for projects under this Notice of Funding Opportunity (NOFO) is estimated to be around \$350,000. For **Standard Proposals**, funding may not exceed \$75,000 annually for a duration of one to three years. For **Cultural Exchange Proposals**, funding may not exceed \$30,000 with a duration of one year. The amount of funding available per award for this NOFO will be determined once final FY 2021 appropriations have been made. Distribution of funds is contingent on the appropriation and availability of the annual federal budget. This NOFO will be cancelled if FY 2021 appropriations are insufficient to support new awards.

Non-Federal Entity Cost Share:

Non-Federal cost share is not required for this agreement.

Estimated Number of Agreements to be Awarded: 3-6

The SBHP anticipates awarding three (3) to six (6) agreements under this NOFO. Each activity or project under this agreement will be treated individually, with more detail through project statements, project plans and budgets developed cooperatively between the NPS and the non-Federal entity.

Estimated Amount of Funding Available Per Award:

The amount of funding available per award for this NOFO will be determined as part of the application review process based on applications received and funding made available through appropriations. There are two Shared Beringian Heritage Program (SBHP) proposal categories (**Standard and Cultural Exchange Program**).

Proposal Category	Funding Level	Duration	Thematic Areas
Standard Proposal	Up to \$75,000/year, with up to \$225,000 total project costs.	1-3 years	• Research to support natural or cultural resource conservation; • Documentation of historical knowledge and traditional practices; • Investigation of the human, ecological, socio- economic and biogeographical changes that have shaped Beringia over modern to deep time; • Community-based capacity building to support resiliency and adaptation to changing socio- environmental conditions; • Education and outreach about

Cultural Exchange Proposal	Up to \$30,000	1 year	• Community-based projects and events; • Cultural exchanges; • Translations
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Applicants may not submit the same proposal to more than one category. Applicants may submit more than one proposal.

Anticipated Start Date:

Projects awarded through this NOFO may begin once federal funds have been appropriated, final terms for the proposed activity have been negotiated and agreed upon, and all necessary agreements and forms have been signed by all required parties. Projects must be initiated no later than September 30, 2021.

Anticipated Term of the Agreement: One to three years

Agreement terms for funded projects are estimated to range between one and three years, depending on the negotiated project statement of work. Multiple year awards are allocated on an annual cycle, with each successive year contingent on the appropriation and availability of federal funds and on demonstrated progress toward project deliverables. Agreements are not effective until fully executed with signature from the NPS Financial Assistance Awarding Officer. Additional unfunded years up to an agreement total of 5 years are possible, contingent on the scope of work.

COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources. Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

Type of Agreements:

Assistance agreements are expected to reflect a cooperative work plan with the NPS, and to be awarded as one of three types: Stand Alone Cooperative Agreement, Cooperative Ecosystem Studies Unit Task Order (Master Cooperative Agreement must be identified), or Interagency Agreement. Each of these assistance types requires “Substantial Involvement” by NPS, see letter H for additional details.

Stand-Alone Cooperative Agreement – A legal instrument of financial assistance entered into when the principal purpose of the relationship of the agreement is to transfer something of value from the Federal awarding agency to the non-Federal entity to carry out a public purpose authorized by a law, and substantial involvement on the part of the National Park Service is anticipated in carrying out the funded activity. Stand-alone cooperative agreements contain terms and conditions, statements of work, and funding that is obligated by the cooperative agreement. They are not linked to task agreements or master cooperative agreements as they are fully self-contained.

Task Agreement – A Task Agreement is issued to authorize work and obligate funds of a project that falls within the scope of an established master cooperative agreement. Task agreements are not stand-alone documents and must always reference the initial master agreement.

Interagency Agreement – A legal instrument used for an interagency acquisition to exchange funds between two federal agencies. This agreement includes a statement of work that defines the cooperative work that will be performed, along with the roles of each agency.

Substantial Involvement:

All agreements entered into under this NOFO shall include “Substantial Involvement” by the NPS. Substantial Involvement is defined as significant NPS participation during the performance of a financial assistance agreement. Substantial involvement is a required component of a cooperative agreement.

Examples of substantial involvement:

- NPS may participate in collaborative project design, field work, data analysis, writing, or serve as co-coordinator for the project.
- NPS staff may jointly organize and deliver seminars, workshops, and types of training programs for the purpose of disseminating information about the project internally, to other federal partners, States, Tribes, local governments, public, or non-governmental audiences.
- NPS will provide the services of a Program Coordinator to serve as liaison to the Recipient for the work under this agreement. This includes technical assistance, consulting and working specifically with the non-Federal entity’s program coordinator and team leaders.

Data Availability:

1) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

2) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain,

reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

3) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- (a) The scientific data relied upon;
- (b) The analysis relied upon; and
- (c) The methodology, including models, used to gather and analyze data.

The SHBP may require deliverables to include:

- 1. Up to 50 royalty free photos for government use from each recipient.
- 2. All documents intended for public release (i.e., reports, publications, etc) must be Section 508 compliant.

Intangible Property:

§ 200.315 Intangible property.

(a) Title to intangible property (see definition for *Intangible property* in § 200.1) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313(e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

(d) The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(e)

(1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings means when:

- (i) Research findings are published in a peer-reviewed scientific or technical journal; or
- (ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. “Used by the Federal Government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (*e.g.*, laboratory samples). Research data also do not include:

- (i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- (ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

SECTION 508 OF THE REHABILITATION ACT OF 1973 ([29 U.S.C. §794 \(d\)](#))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View [Section 508 of the Rehabilitation Act, Standards and Guidelines](#) for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov, Create Accessible Digital Products](#). All accessible digital content must conform to the requirements and techniques of the [Web Content Accessibility Guidelines \(WCAG\) 2.0 or later](#), Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

Conflict of Interest:

1) Applicability.

- (a) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (b) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply (General Procurement Standards).

2) Requirements.

- (a) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (b) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (c) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3) Notification.

- (a) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
- 4) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- 5) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non- Federal entity may neither solicit nor accept

gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

- 6) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- 7) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- 1) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

Other Information:

Applications for renewal or supplementation of existing projects are not eligible to compete with applications for new Federal awards.

Section C: Eligibility Information

Application Due Date: April 11, 2021 5:00 pm AKT

All application materials must be received no later than April 11, 2021 at 5:00 pm Alaska Time. An applicant's failure to meet an eligibility criterion by the time of the application deadline will result in the application being excluded from consideration. This includes but is not limited to late and incomplete application packages.

1. Eligible Applicants

A. Who may submit an application?

Universities and Colleges - Universities and two- and four-year colleges (including community colleges) accredited in, and having a campus located in, the U.S. acting on behalf of their faculty members. Such organizations are referred to as “academic institutions”.

State and Local Governments – U.S.-based state government, borough or city government, working on projects that address the stated SBHP goals and priorities in Section I.G. Educational offices or organizations and local school districts may submit proposals.

Non-profit, non-academic organizations - Independent museums, observatories, research laboratories, professional societies and similar organizations located in the U.S. that are directly associated with educational or research activities.

Federally recognized Tribal Governments, including Alaska Native Villages, or Tribal Associations – Alaskan Native Tribal Governments, inter-tribal consortia of federally recognized Tribes, and Native associations working to improve the health, welfare and environment of Tribal people and lands.

B. Who may serve as Program Coordinator or Principal Investigator?

The principal point of contact for the proposal and person responsible for project implementation and deliverables must be U.S.-based and from a US based organization.

2. Cost Sharing or Matching

Non-Federal cost sharing is not required to be eligible for an award under this NOFO.

Section D: Application and Submission Information

1. Address to Request Application Package

An application package has been included within this NOFO for your convenience, found in Appendix A. The Application Package contains four forms, which either can 1) be submitted with your proposal, or 2) if your proposal is selected, prior to award. The forms are mandatory for all selected projects and must be received prior to award. The forms include: form SF-424 (Application for Financial Assistance), form SF-424A (Budget Information), and SF-LLL when project total exceeds \$100,000 (Lobbying). The Application Package can also be accessed and downloaded from the Synopsis page of this announcement in Grants.gov. Applicants may also request paper copies of application materials by contacting the Awarding Agency using the information provided in Section G of this NOFO.

2. Contents and Form of Application Submission

You must complete the forms identified in this section in accordance with the instructions below, as required by this NOFO. Do not include any proprietary or personally identifiable information. Appendix D includes a NOFO checklist that may be used as needed.

There are two types of Shared Beringia Heritage Program (SBHP) proposals being considered under this NOFO: 1) **Standard Proposal** and a 2) **Cultural Exchange Proposal**.

STANDARD PROPOSAL:

The information in this section is for the Standard Proposal. For a description of the two proposal categories (Standard and Cultural Exchange), see [Section A](#). To be considered for a Standard Proposal under this NOFO, you must submit the mandatory information in accordance with the instructions below. The following six (6) elements **must** be included for the proposal to be considered for funding.

A. Project Narrative for a Standard Proposal

The body of the proposal should be in the form of a narrative description. The Project Narrative for a Standard Proposal may be up to 15 pages in total length and must include Elements a) through j) below. The Project Narrative must be single-spaced, use Times New Roman size 12 font, and have one-inch margins. The page limit includes text, figures, figure captions, and cited references. Required Elements 2-6 (below) are not part of the 15-page Project Narrative limit.

- i. **Project Title**
- ii. **Proposal Category: Standard**
- iii. **Name, Position, and Affiliation of the Project Coordinator**
- iv. **Introduction/Background**
 - What is the basic need the project proposes to address?
 - Why is this work important and relevant to the people or resources of Beringia?
- v. **Purpose/Objectives**
 - What is the project trying to achieve?
 - How do the project objectives relate to the goals of the SBHP?

vi. **Methods**

- How do you intend to meet your objectives?
- What methods will be employed?

vii. **Deliverables and Project Timeline**

- What products or services will be delivered as a result of this work?
- What are the steps, actions, and time line for results?
- Include up to 50 royalty free photos for government use from each recipient.
- All documents intended for public release (i.e., reports, publications, etc) must be Section 508 compliant.

viii. **Education and Outreach Component**

- How will results be disseminated, provide educational benefits, or result in raised knowledge and awareness of Beringia resources and heritage?
- How will this component use visual media and media targeted to a wide variety of ages?

ix. **Meaningful Russian Component**

- How does the project meet the requirement for a Russian Component (see Section A, Program Background Information and Objectives for examples)?

B. References

C. 2-Page Curriculum Vitae for Key Personnel

If submitting a Standard Proposal, you must provide a brief (2-page maximum) Curriculum Vitae (CV) for each of the key personnel with responsibilities for the project. Only information that is pertinent to the proposal should be included.

D. Brief Description of Applicant Organization

In 200 words or less, describe the applicant's organization, how it enables the applicant to conduct the proposed work, and any financial or in-kind resources that will be provided to ensure the project is successful.

E. Detailed Budget

A detailed budget must be submitted for each year of funding requested. The budget must specify amounts and provide justification for expenditures in the following categories. An example budget is provided in Appendix D for reference.

- i. **Salary and Benefits**
- ii. **Travel**
- iii. **Equipment**
- iv. **Supplies**
- v. **Subcontracts or Agreements**
- vi. **Indirect Costs**

If selected for award, NPS reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:

- i. **Other budget information**
- ii. **Financial capability**
- iii. **Evaluation of risk**
- iv. **Name and phone number of the Designated Responsible Employee** for complying with national policies prohibiting discrimination (See 43 C.F.R. § 17).

If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, [Appendix III](#) through Appendix VII as applicable. A negotiated indirect cost rate agreement must be provided with your proposal.

Proposals that fail to document their indirect costs will have those costs disallowed.

F. Contact Information for Project Coordinator and Sponsoring Organization

List full name, title, affiliation, mailing address, email address, and phone number for the Project Coordinator and sponsoring organization. Do not include any proprietary or personally identifiable information. Contact information such as name, address, telephone number, and e-mail are not considered proprietary and must be included.

G. Responses to Eligibility Criteria for the Standard Proposal

Please give a narrative response summarizing how your proposal addresses each Merit Review Criterion for the Standard Proposal category. Each criterion should be addressed directly in 200 words or fewer. See [Section E](#) for a more detailed description of each criterion.

The Merit Review Criteria for the Standard Proposal are:

- Standard Proposal Criterion 1: Significance of the Issue
- Standard Proposal Criterion 2: Technical Soundness
- Standard Proposal Criterion 3: Qualification and Resources
- Standard Proposal Criterion 4: Benefits, Context, and Transferability
- Standard Proposal Criterion 5: Education and Outreach

CULTURAL EXCHANGE PROGRAM PROPOSALS:

There are two types of SBHP proposals being considered under this NOFO, a Standard Proposal and a Cultural Exchange Proposal. The information in this section is for the Cultural Exchange Proposal. For a description of the two proposal categories, see [Section A](#). To be considered for a Cultural Exchange Proposal under this NOFO, you must submit the mandatory information in accordance with the instructions below. The following six (6) elements must be included for the proposal to be considered.

A. Project Narrative for a Cultural Exchange Proposal

The body of the proposal should be in the form of a narrative description. The Project Narrative for a Cultural Exchange Proposal may be up to 10 pages in total length and must include Elements a) through h) below. The Project Narrative must be single-spaced, use Times New Roman size 12 font, and have one-inch margins. The page limit allowed includes all text, figures, figure captions, and cited references. Required Elements 2-6 (below) are not part of the 10 page Project Narrative limit.

- i. **Project Title**
- ii. **Proposal Category: (Cultural Exchange)**
- iii. **Name, Position, and Affiliation of the Project Coordinator**
- iv. **Introduction/Background**
 - What is the basic need the project proposes to address?
 - Why is this work important and relevant to the people or resources of Beringia?
- v. **Purpose/Objectives**
 - What is the project trying to achieve?
 - How do the project objectives relate to the goals of the Shared Beringian Heritage Program?
- vi. **Methods and Deliverables**
 - How do you intend to meet your objectives?
 - What are the steps, actions, and timeline for results?
 - What products or services will be delivered as a result of this work?
 - Include up to 50 royalty free photos for government use.
 - All documents intended for public release (i.e., reports, publications, etc) must be Section 508 compliant.
- vii. **Meaningful Russian Component**
 - How does the project meet the requirement for a Russian Component?
- viii. **References (Optional)**

B. Biographical Sketches of Key Personnel

If submitting a Cultural Exchange Proposal, you must provide a biographical sketch for each of the key personnel with responsibilities for the project. Each biographical sketch should be no more than 1 page in length. Only information that is pertinent to the proposal should be included.

C. Brief Description of Applicant Organization

Briefly describe the applicant's organization, how it enables the applicant to conduct the proposed work, and any financial or in-kind resources that will be provided to ensure the project is successful.

D. Detailed Budget

A detailed budget must be submitted for each year of funding requested. The budget must specify amounts and provide justification for expenditures in the following categories. An example budget is provided in Appendix C for reference.

- i. **Salary and Benefits**
- ii. **Travel**
- iii. **Equipment**
- iv. **Supplies**
- v. **Subcontracts or Agreements**
- vi. **Indirect Costs**

If selected for award, NPS reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:

- a) **Other budget information**
- b) **Financial capability**
- c) **Evaluation of risk**
- d) **Name and phone number of the Designated Responsible Employee** for complying with national policies prohibiting discrimination (See 43 C.F.R. § 17).

If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, [Appendix III through Appendix VII](#) as applicable. A negotiated indirect cost rate agreement must be provided with your proposal.

Proposals that fail to document their indirect costs will have those costs disallowed.

E. Contact Information for Project Coordinator and Sponsoring Organization

List full name, title, affiliation, mailing address, email address, and phone number for the Project Coordinator and sponsoring organization. Do not include any proprietary or personally identifiable information. Contact information such as name, address, telephone number, and e- mail are not considered proprietary and must be included.

F. Responses to Eligibility Criteria

Please give a narrative response summarizing how your proposal addresses each Merit Review Criterion for the Cultural Exchange Proposal category. Each criterion should be addressed directly in 200 words or less. See [Section E](#) for a description of each criterion.

The Merit Review Criteria for a Cultural Exchange Proposal are:

- Cultural Exchange Proposal Criterion 1: Significance of the Issue
- Cultural Exchange Proposal Criterion 2: Ability to Achieve Results
- Cultural Exchange Proposal Criterion 3: Benefits, Context, and Transferability

- G. Indirect Costs:** If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, Appendix III through Appendix VII as applicable. **A negotiated indirect cost rate agreement must be provided with your proposal.** Proposals that fail to document their indirect costs may have their proposal disqualified.

H. Other Documents Required by the Program -

All applicants must provide a statement to identify whether or not any overlap exists between the proposed project and any other active or anticipated projects in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal). If no overlap or duplication exists, a sample statement to satisfy this requirement might be:

“[Insert Applicant Name] affirms that no overlap or duplication exists between the proposed project in this application and any other active or anticipated project in terms of activities, costs, or time commitment of key personnel, including any application that was submitted for funding consideration to any other potential funding source (Federal or non-Federal).” If any overlap or duplication does exist, applicants must provide a description of the overlap including when the overlapping or duplicative proposal(s) were submitted, to whom (entity and program), and when funding decisions are expected to be announced. The statement and the description of overlap or duplication, when applicable, may be provided within the proposal or as a separate attachment to the application. If at any time a proposal is awarded funds that would be overlapping or duplicative of the funding requested from NPS, the applicant must immediately notify the NPS point of contact. Any overlap or duplication of funding between the proposed project and other active or anticipated projects may impact selection and/or funding amount.

I. Required Mandatory Forms, if your proposal is selected:

- Standard Form 424 (SF 424) – Application for Federal Assistance
MANDATORY FORM, if selected*. Complete this form as much as possible with all applicable information.

*This form must be submitted if your proposal has been selected. Not required for application to this NOFO.

- Standard Form 424A (SF 424A) - Budget Information
MANDATORY FORM, if selected*.
The project budget shall include detailed information on all cost categories and must clearly identify all project costs. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. In addition, applicants shall include a narrative description of the items included in the project budget, including the value of in-kind contributions of goods and services provided to complete the project when cost share is identified to be included (reference section C of this announcement). Cost categories can include, but are not limited to, those costs items included on the SF424A and SF424C.

*This form must be submitted if your proposal has been selected. Not required for application to this NOFO.

- Standard Form LLL - Disclosure of Lobbying Activities
MANDATORY FORM, if selected for applications over \$100K total.
Federally recognized Tribal Governments are exempt from this requirement.

In accordance with 43 C.F.R. § 18 and 31 U.S.C. § 1352 this form must be completed and

signed if the amount of the Federal award is anticipated to exceed \$100,000.00.

J. If selected for award, NPS reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:

- i. Other budget information**
- ii. Financial capability**
- iii. Evaluation of risk (audits)**
- iv. Liability Insurance**
- v. Name and phone number of the Designated Responsible Employee** for complying with national policies prohibiting discrimination (See 43 C.F.R. § 17).

3. Unique entity identifier and System for Award Management (SAM)

Each applicant (unless exempt under 2 CFR §25.110) is required to:

- (a) Be registered in SAM
- (b) Provide a valid unique entity identifier in its application (currently a DUNS number);
- (c) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

Registration processes for SAM can be found at <https://www.sam.gov>

A financial assistance agreement will not be made with a non-Federal entity until the non-Federal entity has complied with all applicable unique entity identifier and SAM requirements. If a non-Federal entity has not fully complied with the requirements by the time that an agreement is ready for award, a determination may be made that the applicant is not qualified to receive a Federal award. That determination may be used as a basis for making a Federal award to another applicant.

In addition, in order to submit an application through Grants.gov an applicant must have an active SAM registration and register for submission permissions through the [Grants.gov](https://www.grants.gov) website. Utilize the following link to guide you through this process:

<http://www.grants.gov/web/grants/applicants/organization-registration.html>

4. Submission Dates and Times

Applicants are responsible for their proposals being submitted to the National Park Service. Applications must be received by April 11, 2021 at 5:00 pm Alaska Time. Applicants are encouraged to submit the application well before the deadline.

Application preparation time may take several weeks, so please start the application process as soon as possible. Applications received after the deadline will not be reviewed or considered for award. If it is determined that a proposal was not considered due to lateness, the applicant will be notified during the selection process.

5. Intergovernmental Review

This funding opportunity is not subject to Executive Order (EO) 12372 “Intergovernmental Review of Federal Programs.” Applicants subject to EO 12372 must contact their State’s Single Point of Contact (SPOC) to find out about and comply with the State’s process. The names and addresses of the SPOC’s are listed in the OMB’s home page at: http://www.whitehouse.gov/omb/grants_spoc/

6. Funding Restrictions

Costs incurred by the applicant prior to the start date of the period of performance of a signed Federal award are only allowable with written approval by a Financial Assistance Awarding Officer.

7. Other Submission Requirements

Applications must be submitted by email or grants.gov to the National Park Service by the deadline identified in paragraph 4 above. Applications submitted by other means or not received by the deadline will not be considered.

Applications must be sent to: Erica_Cordeiro@nps.gov or at grants.gov, P21AS00337. Applicants are required to provide their proposal electronically.

In the event the applicant experiences technical difficulties with submitting their application, please contact: Erica Cordeiro via email: Erica_Cordeiro@nps.gov, or phone: 907-644-3315.

START THIS PROCESS EARLY-- DON'T DELAY!

Section E: Application Review Information

1. Criteria for Standard Proposal

NPS will evaluate and consider only those applications that separately address each of the merit review criteria. Each applicant is required to provide a detailed project narrative, in accordance with section D, of the following criteria elements. It is HIGHLY recommended that the project narrative have sections labeled as follows:

STANDARD PROPOSAL:

TABLE 1:

Criterion 1		
Description		Weight 15%
Standard Proposal Criterion 1: Significance of the Issue	Describe the central issue or need that the project is designed to address and how it is significant to the natural resources, cultural resources or cultural heritage of the Beringia region.	

Criterion 2		
		Weight 25%
Standard Proposal Criterion 2: Technical Soundness	Explain how the proposed approach and methods will enable you to meet the objectives and deliverables of the projects.	

Criterion 3		
		Weight 20%
Standard Proposal Criterion 3: Qualification and Resources	Explain how the available personnel and resources provided will result in a successful outcome, including any in-kind support from your organization or other partners toward the project.	

Criterion 4		
		Weight 25%
Standard Proposal Criterion 4: Benefits, Context, and Transferability	Describe the tangible benefits that will result from the proposed work. Include information on benefits to the people and/or resources of Beringia and how the results may advance knowledge and understanding about the resources and issues of common concern to the U.S. and Russia.	

Criterion 5		
		Weight 15%
Standard Proposal Criterion 5: Education and Outreach	Explain how results will be disseminated, provide educational benefits, or help to raise knowledge and awareness of Beringia	

Criteria –Cultural Exchange Proposal Criteria

NPS will evaluate and consider only those applications that separately address each of the merit review criteria. Each applicant is required to provide a detailed project narrative, in accordance with section D, of the following criteria elements. It is HIGHLY recommended that the project narrative have sections labeled as follows:

CULTURAL EXCHANGE PROPOSAL:

TABLE 2

Criterion 1	
Description	
Weight 30%	
Standard Proposal Criterion 1: Significance of the Issue	Describe the central issue or need that the project is designed to address and how it is significant to the natural resources, cultural resources or cultural heritage of the Beringia region.

Criterion 2	
Weight 30%	
Cultural Exchange Proposal Criterion 2: Ability to Achieve Results	Explain how the proposed approach, available personnel, and resources provided will result in a successful outcome.

Criterion 3	
Weight 40%	
Cultural Exchange Proposal Criterion 3: Benefits, Context, and Transferability	Describe the tangible benefits that will result from the proposed work. Include information on benefits to the people of Beringia and how the results may advance knowledge and understanding about the resources and issues of common concern to the U.S. and Russia.

2. Review and Selection Process

Submitted proposal packages initially will be screened for eligibility and completeness and then forwarded to the review panel. The review panel comprising NPS experts will review and rate each eligible and complete proposal using the criteria outlined above. The panel will make recommendations to the SBHP fund source manager, who will make the final selections for funding.

a. Determination of Eligibility and Completeness

Prior to conducting the merit review, an initial screening of all submissions will determine whether: (1) the Applicant is eligible for an award; (2) the information required by the NOFO has been submitted; and (3) all mandatory requirements of the NOFO are satisfied. If an applicant fails to meet the requirements or does not provide sufficient information for review, the applicant will be considered non-responsive and eliminated from further review.

b. Merit Review

All applications that satisfactorily pass the initial screening will be eligible for the Merit Review. Eligible projects will be rated using a value scale for each criterion of 1 (lowest) through 5 (highest). Applications submitted to the Standard Proposal category will be rated across the 5 criteria in Table 1 and applications to the Cultural Exchange Proposal category will be rated using the 3 criteria in Table 2. Each criterion is weighted according to the information given in the two tables to create a normalized score for each proposal that allows results from the two proposal categories to be compared. Scores will be averaged across all reviewers to create a ranking of proposals from high to low. The Merit Review Panel will meet to discuss and resolve discrepancies between reviewers and will collectively agree on a final ranking. These recommendations will be forwarded to the SBHP fund source manager who will recommend selections for funding.

c. Selection

The Selection Official will consider the recommendations for funding priority from the Merit Review Panel and may make modifications to the final project ranking. Additional considerations that may be taken into account in determining project awards include (but are not limited to) the success of previously awarded SBHP project funds, the relevance of the proposal in meeting SBHP program goals and priorities, and the amount of funds requested compared to those available. The SBHP will review all considerations and establish a provisional list of projects for financial assistance awards. This list will be approved by senior management. Once the final list is ascertained, the NPS will contact selected applicants.

d. Discussions and Award

The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) only a portion of the application is selected for award; (2) the Government needs additional information to determine that the applicant is capable of complying with the requirements of DOI Financial Assistance Regulations, and/or (3) additional specific terms and conditions are required. Failure to satisfactorily resolve the issues identified by the Government may preclude award to the applicant.

3. Evaluation of Applicant Risk

In accordance with 2 C.F.R. § 200.205, applications selected for funding will be subject to a pre-award risk assessment which may include a review of information contained within the applicant's proposal, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous Federal financial assistance awards. Negative information that leads to an applicant being designated as "Medium Risk" or "High Risk" may result in specific conditions, as identified in 2 C.F.R. § 200.207, being incorporated into the final award.

Prior to making a Federal award, any information about the applicant that is in the designated integrity and performance (currently FAPIIS) will be reviewed and considered (see 41 U.S.C. § 2313). Applicants may review and comment about any information about itself in FAPIIS. The

Federal awarding agency will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. §200.205

Section F: Federal Award Administration Information

1. Federal Award Notices

Upon being selected for the award, successful applicants will receive a notification of the selection of their application for funding. NPS will notify the applicant selected for award as soon as possible. A notice of selection is not an authorization to begin performance on an agreement. This notice will detail the next steps in the awarding process. Once all clearances and reviews have been conducted, a cooperative agreement will be sent for signature.

Work cannot begin before the non-Federal entity receives a fully executed copy of the cooperative agreement which contains the signature of the Financial Assistance Awarding Officer. Any pre-award costs incurred prior to the receipt of a signed agreement or written notice signed by a Financial Assistance Awarding Officer authorizing pre-award costs, is at the applicant's own risk. A signed cooperative agreement signed by a Financial Assistance Awarding Officer is the only authorizing document to begin performance.

Organizations whose applications have not been selected will be advised as promptly as possible.

2. Administrative and National Policy Requirements

a. Code of Federal Regulations (CFR)

By accepting Federal financial assistance, the non-Federal entity agrees to abide by the applicable Federal regulations in the expenditure of Federal funds and performance under this program: [2 C.F.R. Part 200](#) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards

b. Standard Award Terms and Conditions

Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of and comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by the Financial Assistance Awarding Officer. All financial assistance awards are subject to the terms and conditions incorporated either directly or by reference in the award document. Code of Federal Regulations/Regulatory Requirements, as applicable, are listed within Appendix B of this announcement (Contact the Financial Assistance Awarding Officer with any questions regarding the applicability of any terms and conditions).

- 2 C.F.R. Part 175 - Trafficking Victims Protection Act of 2000
- 2 C.F.R. Parts 182 & 1401 - Government-wide Requirements for a Drug-Free Workplace
- 2 C.F.R. Parts 180 & 1400 - Government-wide Debarment and Suspension (Non-procurement)
- 43 CFR. 18 - Restrictions on Lobbying

c. Order of Precedence

Any inconsistency in the agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 2 C.F.R. Part 200, in its entirety; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; (f) and the non-Federal Entity's project proposal.

d. Modifications

The agreement may be modified by written agreement signed by both the non-Federal entity's Authorized Representative and the Financial Assistance Awarding Officer. Administrative changes (i.e. Financial Assistance Awarding Officer name change, etc.) which do not change the statement of work, agreement amount, etc., or otherwise affect the non-Federal entity may be signed unilaterally by the Financial Assistance Awarding Officer. Additionally, a unilateral modification may be utilized if it should become necessary to impose remedies for non-compliance, suspension or termination of the agreement in accordance with 2 CFR 200, Section 200.338 – 200.342.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the NPS Financial Assistance Awarding Officer shall be allowed in any manner or degree to modify or otherwise effect the terms of the agreement.

e. Payments

All applicants must be registered in the System for Awards Management (SAM) prior to award under this NOFO. Instructions for registering for SAM are located at <http://www.sam.gov/portal/public/SAM>. All applicants must maintain an active SAM registration with current information at all times while they have an active Federal award or an application under consideration.

All applicants must also be registered with, and willing to process all payments through, the Department of the Treasury Automated Standard Application for Payments (ASAP) system. All non-Federal entities with active NPS financial assistance agreements must be enrolled in ASAP under the appropriate Agency Location Code(s) (ALC) and the Data Universal Number System (DUNS) Number prior to the award of funds. If a non-Federal has multiple DUNS numbers they must separately enroll within ASAP for each unique DUNS Number and/or Agency. Note that if your entity is currently enrolled in the ASAP system with an agency other than NPS, you must enroll specifically with NPS in order to process payments.

f. Funding Restrictions

All funding is contingent upon the availability and appropriation of funds by the United States Congress. If your agreement is selected but not fully funded the first year, the second year funding is not guaranteed. All funding is contingent on the availability of funds.

g. Cost Principles:

Costs must be allowable in accordance with the applicable Federal cost principles referenced in 2 CFR Part 200, Subpart E – Cost Principles.

h. Pre-award Costs:

Must comply with 2 CFR Part 200.458 and requires written approval from the Financial Assistance Awarding Officer.

3. Reporting

a. Financial Status Reports:

A report of expenditures is required as documentation of the financial status of awards according to the official accounting records of the non-Federal entity. The financial information will be reported by completing and submitting the Federal Financial Report (FFR), SF425. At a minimum, financial reports will be required annually and shall be submitted within 90 calendar days after the end of the annual reporting period. The Financial Assistance Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the stand-alone cooperative agreement, or task agreements issued under a master cooperative agreement. A final FFR shall be submitted no more than 90 calendar days after the end date of the agreement. If the recipient fails to meet the closeout requirements, DOI is required to disclose the material failure to comply with the terms and conditions of the award to the OMB-designated integrity and performance system (currently FAPIIS).

The FFR can be downloaded at:

http://www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf

The NPS Financial Assistance Awarding Officer will review the report for patterns of cash expenditures and assess whether performance or financial management problems exist. Before submitting the FFR to the NPS Financial Assistance Awarding Officer, the non-Federal entity must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's accounting system. The non-Federal entity's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in the agreement documents and represents a claim to the Federal Government. Filing a false claim may result in the imposition of civil or criminal penalties.

b. Performance Reports:

A report of performance is required as documentation of performance towards the accomplishments of the Federal award and detailing project activity and participant profile information. At a minimum, performance reports will be required annually and shall be submitted within 90 calendar days after the end of the annual reporting period. The Financial Assistance Awarding Officer may designate a reporting schedule requiring more frequent reporting based on the assessment of risk. The reporting requirements will be defined within the stand-alone cooperative agreement, or task agreements issued under master cooperative agreements. A final performance report shall be submitted no more than 90 calendar days after the end date of the agreement. If the recipient fails to meet the closeout requirements, DOI is required to disclose the material failure to comply with the terms and conditions of the award to the OMB-designated integrity and performance system (currently FAPIIS).

In accordance with 2 C.F.R. 200 § 200.328, the performance reports shall contain brief information on:

- (1) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement;
- (2) The reasons why established goals were not met, if appropriate; and
- (3) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Before submitting the performance report to the NPS Financial Assistance Awarding Officer, the non-Federal entity must ensure that the information submitted is accurate, complete, and consistent with the non-Federal entity's Federal financial report. Filing false information may result in the imposition of civil or criminal penalties.

c. Non-Compliance:

Failure to comply with the reporting requirements contained in an agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and the withholding of future awards. The specific information regarding type, frequency and means of submission of post-Federal award reporting requirements will be contained in the award document.

4. Reporting Matters Related to Recipient Integrity and Performance:

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings in accordance with [Appendix XII to 2 C.F.R. 200](#).

Section G: Federal Awarding Agency Contacts

Agency Contact Information:

Name:	Erica Cordeiro
Address:	240 W. 5 th Ave., Anchorage, AK 99501
Phone:	907-644-3315
E-mail:	Erica_Cordeiro@nps.gov
Fax:	N/A

Questions and Requests pertaining to this Notice of Funding Opportunity shall be submitted to:

	Erica Cordeir
Name:	
Address:	240 W. 5 th Ave., Anchorage, AK 99501
Phone:	907-644-3315
E-mail:	Erica_Cordeiro@nps.gov
Fax:	N/A

Section H: Other Information:

1. Program Information

Please reference the [NPS Beringia website](#) for further information about this program.

2. Proprietary and Personally Identifiable Information

a. Notice of Potential Disclosure under Freedom of Information Act

Applicants should be advised that identifying information regarding all applicants, including applicant names and/or points of contact, may be subject to public disclosure under the Freedom of Information Act, whether or not such applicants are selected for negotiation of award. Applicants must identify any proprietary information within their applications.

b. Personally Identifiable Information

In responding to this NOFO, applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the following documents: Project Abstract, Project Narrative, Biographical Sketches, Budget or Budget Justification. These documents will be used by the Merit Review Committee in the review process to evaluate each application. PII is defined by the Office of Management and Budget (OMB) as:

Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual. This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

Public PII:

PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials.

Protected PII:

PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

3. Routine Notices to Applicants

a. Modification or Changes to the Notice of Funding Opportunity

Notices of any modifications to this NOFO will be posted on Grants.gov. You can receive an email when a modification or an announcement message is posted. When you download the application at Grants.gov; you can also register to receive notifications of changes through Grants.gov.

b. Government Right to Reject or Negotiate

NPS reserves the right, without qualification, to reject any or all applications received in response to this announcement and to select any application, in whole or in part, as a basis for negotiation and/or award.

c. Evaluation and Administration by Non-Federal Personnel

In conducting the merit review evaluation, the Government may seek the advice of qualified non-Federal personnel as reviewers. The Government may also use non-Federal personnel to conduct routine, nondiscretionary administrative activities. The applicant, by submitting its application, consents to the use of non-Federal reviewers/administrators. Non-Federal reviewers must sign conflict of interest and non-disclosure agreements prior to reviewing an application. Non-Federal personnel conducting administrative activities must sign a nondisclosure agreement.

d. Notice of Right to Conduct a Review of Financial Capability

NPS reserves the right to conduct an independent third party review of financial capability for applicants that are selected for negotiation of award (including personal credit information of principal(s) of a small business if there is insufficient information to determine financial capability of the organization).

e. Prohibition on Providing Funds to the Enemy

(a) The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

(c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

f. Additional Access to Recipient Records

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services,

available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

g. Prohibition on certain telecommunication and video surveillance services or equipment

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

Appendix A - Application Package
Forms SF 424, SF 424A, SF LLL

Appendix B - NPS Standard and Special Award Terms and Conditions

This appendix provides the standard and special terms and conditions for financial assistance agreements awarded by the National Park Service to assist applicants in developing proposals in response to this Notice of Funding Opportunity. It is the responsibility of the non-Federal entity to review the final terms and conditions incorporated into any resulting financial assistance agreement at the time of award as the terms and conditions in this appendix are subject to change based on executive orders, changes to regulations, or changes to policy. Additional award specific terms and conditions may also be included in any resulting financial assistance agreement based on program requirements or evaluation of applicant risk.

1. PAYMENT

- A. Projects will be funded, subject to the availability of funds, by issuance of a grant agreement, cooperative agreement, or master cooperative agreement with subsequent task agreements. An agreement issued and signed by the NPS Financial Assistance Awarding Officer obligates NPS funds. Notification of a successful proposal does not constitute authority to incur costs. Once the grant agreement, cooperative agreement, and subsequent task agreements (*if applicable*) for a successful proposal has been signed by the NPS Financial Assistance Awarding Officer, the recipient may incur costs as specified in the approved budget submittal.
- B. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 - 1. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 - 2. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 - 3. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 - 4. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

5. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The NPS Financial Assistance Awarding Officer may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- B. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Recipient may have with the Federal government.
- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- D. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS Financial Assistance Awarding. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient’s written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- F. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- G. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Financial Assistance Awarding Officer based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

2. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

3. INSURANCE AND LIABILITY

- A. Insurance. The recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.
- B. Insured. The federal government shall be named as an additional insured under the recipient's insurance policy.
- C. Indemnification. The recipient hereby agrees to indemnify the federal government, NPS or from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of one million dollars (\$1,000,000) per person for anyone claim, and an aggregate limitation of three million dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, [Recipient Name] shall provide the NPS with confirmation of such insurance coverage.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the Recipient, its officers, employees, or representatives].

To provide workers' compensation protection to the Recipient, its officers, employees, and representatives.

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

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with the Recipient that damage to the buildings or portions

thereof renders such buildings unsuitable for continued use by the Recipient, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this Agreement by NPS.

- D. Flow-down: For the purposes of this clause, "recipient" includes such sub-recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.
- E. Identified activities: [Enumerated as appropriate]

4. REPORTS AND/OR DELIVERABLES

- A. Specific projects, tasks or activities for which funds are advanced will be tracked and reported by quarterly submission of a SF-425 Federal Financial Report (FFR) and quarterly submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted via email to the NPS AO with a copy to the NPS Agreements Technical Representative via email. The reporting requirements will be defined within the grant agreement, stand-alone cooperative agreement, or task agreements issued under a master cooperative agreement.
- B. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- C. Optional Term: As applicable, other reports/items may be detailed as described in Article III – Statement of Work. Please note that a Financial Assistance (FA) agreement is effort based, not deliverable based, and payment should not be contingent on the receipt of items other than OMB FA regulation/guidance required reports.

5. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project

use. Property management standards set forth in 2 CFR 200.310 through 200.316 *applies* to this Agreement.

6. MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS Financial Assistance Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342..

7. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings You Must Report

Submit the information required about each proceeding that:

- a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b) Reached its final disposition during the most recent five year period; and
Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and

payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or

- 4) Any other criminal, civil, or administrative proceeding if:
- i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

8. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by

- (i) NPS personnel as operators or crew;
- (ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
- (iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

9. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each

case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for

election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37

CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

- (1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

10. STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUCTURE PROJECTS PER E.O. 113858

Per Executive Order 113858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the

Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

11. GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a) **Administrative Requirements:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

- b) **Determination of Allowable Costs:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

- c) **Audit Requirements:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

- d) **Code of Federal Regulations/Regulatory Requirements:**

2 CFR Part 182 & 1401, “Government–wide Requirements for a Drug–Free Workplace”;

2 CFR 180 & 1400, “Non–Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;

43 CFR 18, “New Restrictions on Lobbying”;

2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;

FAR Clause 52.203–12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, “Reporting Subawards and Executive Compensation”.

2. **Non–Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 – No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter–intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
4. **Anti–Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that

fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and

in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

B. Special Provisions

1) Public Information and Endorsements

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
- c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
- d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

- e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
- 2) **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- 3) **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- 4) **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337.
- 5) **Audit Requirements**
- a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F , which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
 - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
 - c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

- 6) **Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
- a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
- 7) **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- 8) **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- 9) **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).

- a) Provisions applicable to a recipient that is a private entity.
1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-Procurement)," as implemented by our agency at 2 CFR part 1400.
- b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided

in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-Procurement),” as implemented by our agency at 2 CFR part 1400.

c) Provisions applicable to any recipient.

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

d) Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this awards; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity” means:
 - i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
 - ii. Includes:

- a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10) Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).
- b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

11) Reporting Subawards And Executive Compensation

- a) Reporting of first-tier subawards.
 - 1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph E. of this award term).
 - 2. Where and when to report.
 - i. You must report each obligating action described in paragraph A.1. of this award term to <http://www.fsrc.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b) Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, you received—
 - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c) Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the

subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. In the subrecipient's preceding fiscal year, the subrecipient received—
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d) Exemptions.
1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e) Definitions. For purposes of this award term:
1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- 2. Executive means officers, managing partners, or any other employees in management positions.
- 3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- 4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial

Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

12) Conflict of Interest

- a) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Financial Assistance Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.
- b) The Financial Assistance Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Financial Assistance Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Financial Assistance Awarding Officer in writing.
- c) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

13) Minimum Wages Under Executive Order 13658 (January 2017)

(a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by [Executive Order 13658](#), and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently \$10.20 per hour as of January 1, 2017).

(2) The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate

Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities shall consider any Subrecipient requests for such price adjustment.

(iii) The Financial Assistance Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 C.F.R. § 10.23](#), Deductions.

(6) The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(8) The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The non-Federal entity shall follow the policies and procedures in [29 C.F.R. § 10.24\(b\)](#) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c) (1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. § 213\(a\)](#) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(a\)](#).

(B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(b\)](#).

(C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. § 213\(a\)\(1\)](#) and [29 C.F.R. § part 541](#)).

(d) *Notice.* The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the

Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The non-Federal entity shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.

(3) The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 C.F.R. § 10.26](#) and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the non-Federal entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access*. The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Financial Assistance Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in [29 C.F.R. § 10.51](#), Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning a non-Federal entity's compliance with Department of Labor regulations at [29 C.F.R. § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The non-Federal entity is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

(k) *Subawards*. The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

Appendix C – Sample Detailed Budget

SAMPLE BUDGET	REQUESTED FUNDING			OTHER
	YEAR			
ITEM	2018	2019	2020	In Kind
Salary and Benefits - Total	\$ 20,700	\$ 20,700	\$ 14,700	\$ 23,400
Coordinator/PI, \$35/hr, 200 hrs/yr x 3 yrs (80 hrs/vr contributed)	\$ 4,200	\$ 4,200	\$ 4,200	\$ 8,400
Biologist, \$30/hr, 400 hrs/year x3 yrs (100 hrs/vr contributed)	\$ 10,500	\$ 10,500	\$ 10,500	\$ 9,000
Field Technician, \$20/hr x 300 hrs/year x 2 yrs)	\$ 6,000	\$ 6,000	\$ -	\$ -
Student 1 (\$15/hr *400 hrs contributed)	\$ -	\$ -	\$ -	\$ 6,000
Travel - Total	\$ 13,920	\$ 13,920	\$ -	\$ -
<i>Field sampling trip to St. Lawrence Island from Anchorage for Biologist, Field Technician, and one student volunteer. Lodging for 2 nights in Savoonga. 12 days of back country per diem @\$25/day/person</i>				
Airfare, \$800/round trip	\$ 2,400	\$ 2,400	\$ -	\$ -
Lodging, \$110/night/person	\$ 660	\$ 660	\$ -	\$ -
Per diem, \$25/day/person	\$ 900	\$ 900	\$ -	\$ -
Boat Charter (\$600/day x 8 days)	\$ 4,800	\$ 4,800	\$ -	\$ -
<i>Field sampling trip to Chukotka from Anchorage for Biologist, Field Technician, and one student volunteer. Lodging for 2 nights in Provideniva. 12 days of back country per diem</i>				
Airfare (Anchorage to Nome \$600, Nome to Provideniva \$600)	\$ 3,600	\$ 3,600	\$ -	\$ -
Lodging,\$110/night/person	\$ 660	\$ 660	\$ -	\$ -
Per diem, \$25/day/person	\$ 900	\$ 900	\$ -	\$ -
Equipment	\$ 12,000	\$ -	\$ -	\$ 5,000
Marine mammal hydrophone (10 @ \$1200)	\$ 12,000	\$ -	\$ -	\$ -
Hydrophone buoys (\$500 *10)	\$ -	\$ -	\$ -	\$ 5,000

Supplies	\$ 866	\$ 200	\$ -	\$ -
Field lab supplies for blood and tissue collection (e.g., latex gloves, micropipettes, sample jars)	\$ 200	\$ 200		
2 waterproof USB drives (@\$75 ea.)	\$ 150			
Lithium battery packs (12 x \$18)	\$ 216			
SD cards (12 x \$25)	\$ 300			
Subcontracts or Agreements	\$ -	\$ 10,760	\$ 13,260	\$ -
Analysis of tissue samples for stress hormones (12 samples *\$480). UW Analytical Labs		\$ 5,760	\$ 5,760	
Translation services (English-to-Russian) for reports and web content			\$ 2,500	
Alaska Teen Media video production service agreement (including travel for 2 youths, mentor, and studio)		\$ 5,000	\$ 5,000	
Other	\$ 3,000	\$ -	\$ -	\$ 3,200
Shipping acoustic monitors to Nome	\$ 3,000			
Publication costs, open access journal				\$ 3,200
Indirect Costs	\$ 8,835	\$ 7,977	\$ 4,893	
** (negotiated rate, e.g., 17.5% CESU rate)	\$ 8,835	\$ 7,977	\$ 4,893	
Annual Totals	\$ 59,321	\$ 53,557	\$ 32,853	\$ 31,600
Total NPS Support	\$145,7351			
Project Total	\$177,331			
**If your proposed budget includes indirect costs, the rate as proposed must meet the requirements of 2 CFR Part 200, Section 200.414 and 2 CFR Part 200, Appendix III through Appendix VII as applicable. <u>A negotiated indirect cost rate agreement must be provided with your proposal.</u> Proposals that fail to document their indirect costs will have those costs				
BUDGETARY NOTES:	PLEASE DESCRIBE ANY IMPORTANT BUDGETARY ISSUES YOU WOULD LIKE THE REVIEW PANEL TO UNDERSTAND			

Appendix D – Checklists for Application Elements and Submission

Required Elements for a Standard Proposal

- 1) Project Narrative for a Standard Proposal (no more than 15 pages total)
 - a) Project Title
 - b) Proposal Category (Standard)
 - c) Name, Position, and Affiliation of the Project Coordinator
 - d) Introduction/Background
 - e) Purpose/Objectives
 - f) Methods
 - g) Deliverables and Project Timeline
 - h) Education and Outreach Component
 - i) Meaningful Russian Component
 - j) References
- 2) Curricula Vitae or Resume for Key Personnel (2-page maximum per person)
- 3) Brief Description of Applicant Organization
- 4) Detailed Budget
- 5) Contact Information for Project Coordinator and Sponsoring Organization (*Name, Address, Telephone Number, E-Mail*)
- 6) Responses to Merit Review Criteria for Standard Proposal
 - a) Criterion 1: Significance of the Issue
 - b) Criterion 2: Technical Soundness
 - c) Criterion 3: Qualification and Resources
 - d) Criterion 4: Benefits, Context, and Transferability
 - e) Criterion 5: Education and Outreach

Required Elements for a Cultural Exchange Proposal

- 1) Project Narrative for a Cultural Exchange Proposal (no more than 10 pages total)
 - a) Project Title
 - b) Proposal Category (Cultural Exchange)
 - c) Name, Position, and Affiliation of the Project Coordinator
 - d) Introduction/Background
 - e) Purpose/Objectives
 - f) Methods and Deliverables
 - g) Meaningful Russian Component
 - h) References (Optional)
- 2) Biographical Sketches of Key Personnel (200 word maximum per person)
- 3) Brief Description of Applicant Organization
- 4) Detailed Budget
- 5) Contact Information for Project Coordinator and Sponsoring Organization (*Name, Address, Telephone Number, E-Mail*)
- 6) Responses to Merit Review Criteria for Cultural Exchange Proposal
 - a) Criterion 1: Significance of the Issue
 - b) Criterion 2: Ability to Achieve Results
 - c) Criterion 3: Benefits, Context, and Transferability

Submission Deadlines and Address

- Deadline: April 11, 2021
- Email completed application to Erica_Cordeiro@nps.gov or submit via Grants.gov

