

PROJECT/PROGRAM SPECIFIC TERMS AND CONDITIONS

A. Equipment.

1. Title to equipment acquired by the Recipient with Federal funds provided under this Award shall vest in the Recipient, subject to the conditions pertaining to equipment in OMB Circular A-10, relocated to 2 CFR Part 215, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."
2. Prior to the purchase of Equipment in the amount of \$5,000 or more per unit cost, the recipient must obtain the written approval from DHS.
3. For equipment purchased with Award funds having a \$5,000 or more per unit cost, the Recipient shall submit an inventory that will include a description of the property; manufacturer model number, serial number or other identification number; the source of property; name on title; acquisition date; and cost of the unit; the address of use; operational condition of the property; and, disposition data, if applicable. This report will be due with the Final Progress Report 90 days after the expiration of the Project Period, and may be emailed to DHS-GrantReports@dhs.gov.

B. Copyright. The Recipient may publish, or otherwise exercise copyright in any work first produced under this Award unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyrighted work based on or containing data first produced under this Award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the Recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The Recipient shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Award.

C. Publications. All publications produced as a result of this funding which are submitted for publication in any magazine, journal, or trade paper shall carry the following:

1. Acknowledgement. "This material is based upon work supported by the U.S. Department of Homeland Security under Award Number: "2010-ST-062-000043"
2. Disclaimer. "The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

Recipient agrees to include in any sub award made under this Agreement the requirements of this Paragraph.

D. Prohibition on the Use of “Sensitive and/or Classified Information”

The Parties agree that all research conducted under this award is intended to be basic or fundamental research with publicly releasable results. Accordingly, no research under this award should involve, use, or generate sensitive and/or classified information.

In order to ensure research under this award does not involve, use, or generate sensitive and/or classified information, intentionally or accidentally, Recipient agrees to develop an information protection program by adopting policies and procedures that properly define, recognize, and protect such sensitive and/or classified information. Recipient will submit its plan to the DHS Program Officer for review and comment. The Recipient will be notified of any concerns that may be identified once the plan is reviewed by DHS.

Recipient further understands and agrees that despite the best efforts of the Parties to avoid research under this award that involves, uses, or generates sensitive and/or classified information, the possibility exists that such information could nonetheless be involved, used or generated and be subject to protection by law, executive order, regulation or applicable Department of Homeland Security policies. The Recipient is, therefore, responsible for compliance with all applicable laws, regulations and policies. Nothing in this grant shall be construed to permit any public disclosure of sensitive and/or classified information in violation of these restrictions.

If Recipient determines research under this award involved, used, or generated sensitive and/or classified information, it agrees to secure the information and notify the DHS Program Officer immediately. Recipient will secure the sensitive information in accordance with its approved procedures.