Grant/Cooperative Agreement Award

1. AWARD NO.	2. EFFECTIVE DATE	3. PURCHASE REQUEST NO.	4. CFDA NO.	PAGE OF
FA9453-13-2-SKLR		See Block 16	12.560	1 21

5. ISSUE BY AFRL/RVKE CODE FA9453	6. AWARDED TO CAGE CODE	7. AUTHORITY
AF RESEARCH LABORATORY (DET 8) 3550 ABERDEEN AVE. SE KIRTLAND AFB, NM 87117-5776 EVANGELINE D. LOPEZ 505-846-4945 evangeline.lopez@kirtland.af.mil		10 USC 2192 8. PERIOD OF PERFORMANCE Ordering Period: 60 months from effective date

9. SCOPE / AGREEMENT TERMS

AFRL SCHOLARS PROGRAM

10. RECIPIENT PRINCIPAL INVESTIGATOR	11. OTHER SPONSORING AGENCY(S)

12. ADMINISTRATIVE OFFICE	13. PAYING OFFICE	14. DATA UNIVERSAL NUMBERING SYSTEM (DUNS)
		As set forth on individual Task Order(s)

MODEL AGREEMENT

15. GOVT PROGRAM MANAGER (Name, Org, Tel, Email)

Mr. David Hostutler, AFRL/RVOT, Kirtland AFB, NM, Phone (505) 846-5162, email: David.Hostutler@kirtland.af.mil

16. ALLOCATED FUNDING: The following funds with associated Accounting Classification reference number(s) (ACRNs) are allotted to this agreement:

ACRN	FUND CITATION(s)	AMOUNT

SPECIAL INSTRUCTIONS: PAYMENT WILL BE MADE BY ELECTRONIC FUNDS TRANSFER.

PAYING OFFICE INSTRUCTIONS:

PAYMENT SCHEDULE (if applicable):

	Government Share	Recipient Share	Total	
17. TOTAL FUNDS OBLIGATED	$0.00	$0.00	$0.00	18 INVOICE INSTRUCTION
19. AMOUNT OF AWARD	$0.00	$0.00	$0.00	
20. OPTIONS				21. PERIOD

FOR THE RECIPIENT		FOR THE UNITED STATES OF AMERICA	
22. SIGNATURE		23. SIGNATURE	
24. NAME AND TITLE	25. DATE SIGNED	26. NAME AND TITLE GRANTS OFFICER	27. DATE SIGNED

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PRS-1001 ADMINISTRATIVE RESPONSIBILITIES (JUN 2012)

A. AGREEMENT POINTS OF CONTACT:

(1) Government Representatives are:

Air Force Grants/Agreements Officer:
FA9453
RITA A. VARLEY
AFRL DET 8/RVKVE (BLDG 424)
3550 ABERDEEN AVE SE
KIRTLAND AFB, NM 87117-5776
EMAIL: rita.varley@kirtland.af.mil

Technical Issues/Program Manager:
DAVID "TONY" HOSTUTLER
AFRL/RVOT
3550 ABERDEEN AVE SE
KIRTLAND AFB, NM 87117-5776
EMAIL: david.hostutler@kirtland.af.mil

(2) Recipient Representatives are:

Recipient Business Point of Contact:
[TBD]

Recipient Program Manager:
[TBD]

B. TASK ORDER POINTS OF CONTACT: As set forth in individual Task Order(s)

2.011 TERMINATION (NOV 1999)

(a) The grants officer may terminate this agreement by written notice to the recipient upon a finding that the recipient has failed to comply with the material provisions of this agreement.

(b) Additionally, this agreement may be terminated by either party upon written notice to the other party. Such written notice shall be preceded by consultation between the parties. If the recipient initiates the termination, written notification shall be provided to the grants officer at least 30 days prior to the requested effective date. The notification shall state the reasons for the termination, the requested effective date, and, if a partial termination, the portion to be terminated. If the grants officer determines, in the case of a partial termination, that the reduced or modified portion of the award will not accomplish the purpose for which the award was made, the grants officer may terminate the award in its entirety.

(c) The Government and the recipient will negotiate in good faith an equitable reimbursement for work performed toward accomplishment of program goals. The Government will allow full credit to the recipient for the Government share of the obligations properly incurred by the recipient prior to termination, and those non-cancelable obligations that remain after the termination. The cost principles and procedures described in the article entitled "Cost Principles" shall govern all costs claimed, agreed to, or determined under this article.

(d) If this agreement is incrementally funded, it may be terminated in the absence of additional government funding as set forth in the article entitled Incremental Funding.

(e) In the event of a termination, the Government shall have a paid-up Government purpose license in any subject invention, copyright work and data made or developed under this agreement.

(f) If this agreement is terminated, the Government has the rights identified in and the recipient shall comply with the article entitled Closeout, Adjustments, Continuing Responsibilities and Collection.

(g) Notwithstanding the above, for security or safety reasons or in the case of a serious breach that could lead to irreparable damage, the grants officer may order immediate suspension of work, in whole or in part.

2.012 TRAFFICKING IN PERSONS (DEC 2007)

(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 Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by our agency at 2 CFR Part 1125

(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 Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by our agency at 2 CFR Part 1125

(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 award; 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'':

(i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(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).

2.020 ENFORCEMENT (NOV 1999)

In addition to the remedies identified in the article entitled Termination, the Government may use any of the remedies identified in DoDGARs 32.62 when determined appropriate.

2.040 MODIFICATIONS (JUN 2001)

(a) Modifications to this agreement may be proposed by either party. Recipient recommendations for any modifications to this agreement shall be submitted in writing to the Government program manager before the desired effective date with a copy to the grants officer. The recipient shall detail the technical, chronological, and financial impact of the proposed modification to the program. Changes are effective only after the agreement has been modified. Only the grants officer has the authority to act on behalf of the Government to modify this agreement. If the Government agrees to the proposed modification without change, the grants officer may issue a modification unilaterally approving the request.

(b) The grants officer or administrative grants officer may unilaterally issue minor or administrative agreement modifications (e.g., changes in the paying office or appropriation data, changes to Government personnel identified in the agreement, etc).

PRS-2001 TERM OF THE AGREEMENT (AUG 2012)

The term of this agreement is for a period of sixty (60) months from the effective date reflected on the award/cover page. If all funds are expended prior to the end of the term of any Task Order issued pursuant to this Agreement, the parties have no obligation to continue and may elect to cease performance at that point. Articles in this agreement which by their express terms or by necessary implication, apply for periods of time other than as specified in this article shall be given effect, notwithstanding this article.

PRS-2002 EXTENDING THE TERM (AUG 2012)

If the parties agree, the term of this agreement may be extended if funds are available and continued scholar opportunities reasonably warrant. Any extension shall be formalized through modification of the agreement by the Agreements Officer and the Recipient.

PRS-2003 ORDERING (AUG 2012)

(a) Any services to be furnished under this Agreement shall be ordered by issuance of Task Orders (TO) by an AFRL Agreements Officer. Such orders may be issued within the Term of the Agreement as defined in Article PRS-2001 above. The maximum dollar value of all orders to be placed under this Agreement shall not exceed $24,900,000; with a maximum single order amount of $12,000,000 and a minimum single order amount is $50,000.

(b) All TOs are subject to the terms and conditions of this Agreement. In the event of conflict between a TO and this Agreement, the Agreement shall control.

(c) If mailed, a TO is considered "issued" when the Government deposits the order in the mail. Orders may be issued by facsimile or by electronic mail.

PRS-2004 TASK ORDER (TO) PROPOSAL INSTRUCTIONS (AUG 2012)

1. Upon receipt of a Request for Proposal (RFP) issued by the Agreements Officer, the Recipient shall submit a proposal within the time allotted and consisting of a Technical Proposal and Cost Proposal as follows:

a. Technical Proposal

(1) Content. The technical proposal must convey an understanding of the stated objective. The technical proposal shall include the following items.

(a) Executive Summary: Describe the proposed program, objectives, and approach. A description of the benefits of the proposed approach and relationship to previous efforts should be discussed. It should summarize the technical issues addressed by the offeror's proposal without repeating the requirements. This should provide a vision of what will ultimately be achieved and what solution this effort will produce.

(b) Program Description: Describe the techniques, methods, materials, or ideas that will be addressed in this proposal and to what degree they will encourage interest in Science, Technology, Engineering, and Mathematics (STEM).

(c) Program Plan: Describe in detail the planned approach and how the plan will be executed. This section should include all technical aspects of the approach. Provide technical detail and analysis necessary to support the technical approach proposed. Clearly identify the core of the intended approach. The "new and creative" solution to the problem(s) should be developed and analyzed in this section. Include a risk assessment of key technical, schedule or cost areas and their potential impact on the program. Identify why proposed subcontractors were selected and what tasks they are to perform.

(d) Milestone Chart: A Milestone Chart should indicate when specific objectives are expected to be met in the overall program schedule and should identify the specific accomplishments necessary to proceed to the next task.

(e) Resumes of Key Individuals: Include brief summaries of resumes of relevant key individuals including any consultants or subcontractors that might be proposed.

(2) Page Limitations. The technical proposal, shall be limited to 15 pages single spaced, double-sided, 8.5 by 11-inch pages. Select an easy to read font no smaller than 12 pitch fixed or proportional font size 10 or larger. Smaller type may be used in figures and tables as long as it is clearly legible. The page limitation includes all information i.e., indices, photographs, foldouts (2 page), appendices, attachments, resumes, etc. Each printed side counts as one page. Blank pages, title pages, tables of content, lists, tabs or cover sheets are not included in the page count. The Government will not consider pages in excess of this limitation.

b. Cost Proposal (Budget)

Your cost proposal shall be prepared in accordance with Instructions for Preparing Budgets (Assistance), as incorporated at Attachment 2 to this Agreement. Submit the electronic copy of the cost proposal worksheets on a compact disk in a PC compatible file format in Microsoft Office Excel 2003 or later version. The file must contain all cell formulas. Cost proposals have no page limitations but offerors are requested to keep cost proposals to 75 pages as a goal.

2. An RFP is not an authorization to commence work or to incur any costs to perform the work described above. Work is not to be implemented until appropriate contractual action is taken to add the work to the contract. Any work performed or expense incurred prior to that time (including bid and proposal costs) will be at your own risk.

3.010 PROPERTY SYSTEM (NOV 1999)

The recipient's property system shall meet the standards as set forth in DoDGARs 32.30 through 32.37.

3.020 TITLE TO PROPERTY (NOV 1999) (TAILORED)

Unless otherwise stated in the Task Order(s), title to personal property acquired with agreement funds shall vest in the recipient upon acquisition, except that supplies shall be managed in accordance with DoDGARs 32.35. Title to real property shall vest in the recipient subject to conditions contained in DoDGARs 32.32 (a) and (b). The recipient shall dispose of real property in accordance with grants officer instructions issued pursuant to DoDGARS 32.32(c).

3.030 FEDERALLY OWNED PROPERTY (NOV 1999) (TAILORED)

(a) As set forth in individual Task Order(s), the Government may provide facilities and support to the Recipient.

(b) All property is to be furnished "as is." Title to Government-owned property (equipment and supplies) shall remain vested in the Government and such property shall be managed in accordance with DoDGARs 32.33.

3.060 GOVERNMENT FURNISHED PROPERTY (APR 2000) (TAILORED)

(a) As set forth in individual Task Order(s), Government owned property may be provided to the recipient for use on this program. All property is to be furnished "as is." Title to Government-owned property (equipment and supplies) shall remain vested in the Government.

(b) Annual Inventory. Recipients shall submit annually an inventory listing of all Federally owned property in their custody, to the agreements administration office responsible for administering the property under the award.

(c) Use on other activities.

(1) Use of federally owned property on other activities is permissible, if authorized by the agreements officer.

(2) Use on other activities will be in the following order of priority:

(i) Activities sponsored by Air Force grants, cooperative agreements, or other assistance awards;

(ii) Activities sponsored by other Federal agencies' grants, cooperative agreements, or other assistance awards;

(iii) Activities under Federal procurement contracts, or activities not sponsored by any Federal agency. If so used, use charges shall be assessed to those activities. For real property or equipment, the use charges shall be at rates equivalent to those for which comparable real property or equipment may be leased. The use charges shall be treated as program income.

(d) Disposition of property. Upon completion of the award, the recipient shall report the property to the agreements officer and request disposition instructions.

PRS-3001 SCOPE AND MANAGEMENT OF THE PROGRAM - COOPERATIVE AGREEMENT (AUG 2012)

(a) The Government and the Recipient are bound to each other by a duty of good faith and best effort to achieve the goals of this agreement. This agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.

(b) The Recipient shall perform work as described in each respective Task Order issued pursuant to this agreement, in support of the AFRL Scholar Program, within the authority of 10 USC 2192, to encourage interest in Science, Technology, Engineering and Mathematics (STEM) to help meet long-term national defense needs of the United States for personnel proficient in STEM areas, and specifically:

(1) To encourage high school students to pursue education in STEM related disciplines;

(2) To provide hands-on laboratory research experience for undergraduate and graduate level students who are pursuing a STEM type degree; and

(3) To identify potential future AFRL scientists and engineers.

(c) The management, including technical, programmatic, reporting, financial and administrative matters, of the coordinated program established under this agreement shall be accomplished by the Recipient. The Government program manager will interact with the recipient to promote effective collaboration between the recipient and the Government. Changes to this agreement that would result in (1) a change in the scope or the objective of the project or program or (2) a need for additional federal funding must be approved by the agreements officer, and the agreement modified in accordance with the article entitled "Modifications".

4.010 INCREMENTAL FUNDING (JUN 2001)

(a) In no event is the Government obligated to reimburse the recipient for expenditures in excess of the total funds allotted by the Government to this agreement. The Government anticipates that from time to time additional amounts will be allotted to this agreement by unilateral modification, until the total Government share is fully funded.

(b) If additional funds are not made available, this agreement may be terminated pursuant to the article entitled Termination. The recipient is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted to the agreement by the Government or, if this is a cost-sharing agreement, the amount then allotted by the Government to the agreement plus the recipient's corresponding share, until the grants officer notifies the recipient in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this agreement. When and to the extent that the amount allotted by the Government to the agreement is increased, any costs the recipient incurs before the increase that are in excess of the amount previously allotted by the Government or if this is a cost-sharing agreement, the amount previously allotted by the Government to the agreement plus the recipient's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the grants officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

4.023 PAYMENT - REIMBURSEMENT (NOV 1999)

The recipient shall request reimbursement by submitting the original SF 270, Request for Advance or Reimbursement, to the administrative grants officer with a copy to the AFRL grants officer and AFRL program manager. To the maximum extent possible, payments will be made by electronic funds transfer after administrative grants officer approval. Recipients may submit requests for monthly reimbursement when EFT payment is not used or as frequently as necessary when EFT payment is used. Final payment will be made only after delivery and acceptance of the final report prepared in accordance with the article entitled Final Performance Report.

4.032 PROGRAM INCOME - RESEARCH (NOV 1999) (TAILORED)

(a) All program income earned during the project period shall be added to funds committed to the project by the Government and recipient organization and be used to further eligible program objectives.

(b) The recipient may deduct costs associated with generating program income from gross income to determine program income, provided these costs are not charged to the agreement.

(c) The recipient has no obligation to the Government for program income earned after the end of the project period.

(d) The recipient will have no obligation to the Government for program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks and inventions produced under the agreement.

See DoDGARs 32.24 for additional information.

4.050 COST PRINCIPLES (AUG 2001)

The cost principles applicable to this agreement are _____, in effect at time of award. In accordance with DoDGARs 32.27, cost principles for determining allowability of costs applicable to lower tier, cost-type contracts or awards under this agreement shall be determined by type of entity receiving the lower tier contract or award.

4.060 STANDARDS FOR FINANCIAL MANAGEMENT (NOV 1999)

The recipient's financial management system shall comply with the standards identified in DoDGARs 32.21(b).

4.070 NON-FEDERAL AUDITS (NOV 1999)

The recipient shall comply with the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Recipients shall mail audit reports required by Subpart C of OMB Circular A-133 to the Single Audit Clearinghouse, 1201 E. 10th Street, Jeffersonville IN 47132. Subrecipient(s) shall comply with the audit requirements appropriate for the type of entity receiving the award as required by DoDGARs 32.26.

4.081 RETENTION AND ACCESS TO RECORDS (AUG 2001)

Recipient's financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained and access to them permitted in accordance with DoDGARs 32.53.

4.090 REVISION OF BUDGETS AND PROGRAM PLANS - PRIOR APPROVALS AUTHORIZED (AUG 2001)

(a) The budget plan is the financial expression of the program as approved during the award process.

(b) The recipient shall obtain Grants Officer's prior written approval of the Government before making any of the following project changes:

(1) A change in scope or objectives of the project as stated in the approved application or approved modifications thereto, such as a change in the phenomenon under study, even if there is no associated budget revision.

(2) The absence or change of the Principal Investigator/Project Director (PI/PD). If the approved PI/PD severs connection with the recipient or otherwise relinquishes active direction of the project (either permanently or for a continuous period of more than 3 months or a 25 percent reduction in time devoted to the project), then the recipient shall either:

(i) Appoint a replacement PI/PD with Government approval; or

(ii) Obtain approval for a reduction of time devoted to the project; or

(iii) Relinquish the award (by mutual agreement in accordance with the article entitled Termination).

(3) The need for additional Federal funding. The maximum obligation of the Government to the recipient is the amount indicated in the Award as obligated by that agency. Nothing in this article or other articles of this agreement requires the awarding agency to make available any additional funds or limits its discretion with respect to the amount of funding to be provided for the same or any other purpose.

(4) The transfer, by contract or other means, of a significant part of the research or substantive programmatic effort, unless described in the approved application or approved modifications to the award. With its request for approval, the recipient shall submit a justification, a description of the scientific/technical impact on the project, and a budget estimate.

(5) Any extensions to this agreement.

(c) The recipient is authorized to do any one or more of the following:

(1) Incur pre-agreement costs 90 days prior to award. All pre-award costs are incurred at the recipient's risk (i.e., the Government is under no obligation to reimburse such costs if for any reason the recipient does not receive an award or if the amount of the agreement is less than anticipated and inadequate to cover such costs).

(2) Carry forward unobligated balances to subsequent funding periods. Any unobligated balance of funds which remains at the end of any funding period, except the final funding period of the project, shall be carried over to the next funding period, and may be used to defray costs of any funding period of the project in addition to the current year's funding. No separate or specific awarding agency prior approval is required to authorize use of the funds since the carryover of unobligated balances is automatic.

(d) The recipient shall provide revised budget information to the Government if there are any significant changes in the size or scope of the project or in the originally negotiated total estimated cost for the project period.

PRS-4001 IMPLEMENTATION OF PAYWEB TO WIDE AREA WORK FLOW (WAWF) (NOV 2011)

The recipient shall submit requests for payment to the Administrative Grants Officer using OCNR/NFRCWASH PayWeb/EDI/EFT bill paying network system as follows:

PAYMENT REQUEST SUBMISSION INSTRUCTIONS

1. ELECTRONIC PAYMENT REQUEST PROCESSING USING PAYWEB AS THE ENTRY POINT TO WIDE AREA WORK FLOW (WAWF)

WAWF has been designated as the Department of Defense standard for electronic invoicing and payment. To facilitate this effort for Universities and Nonprofit Organizations, DoD has established PayWeb as an initial entry point to WAWF. Please submit all invoices under this award using the Standard PayWeb process. PayWeb will feed these payment requests to WAWF and perform approvals and certifications in the actual WAWF system.

2. WAWF/PAYWEB POINTS OF CONTACT

To comply with the above initiative, you must register in WAWF and have your CAGE code activated. Your Central Contractor Registry (CCR) Electronic Business Point of Contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB will self-register on the WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator. The Administrative Agreement Office will assist in this process. The Administrative Agreement Office listed on the Post Award Administration Office on the first page of this modification is your contact for all matters relating to the use of WAWF and PayWeb.

5.010 CLAIMS, DISPUTES AND APPEALS - INCORPORATED BY REFERENCE (AUG 2001)

Recipient claims and disputes and appeals of grants officer decisions shall be processed in accordance with the procedures of DoDGARs 22.815.

6.010 EXPORT CONTROL (NOV 1999)

(a) Access to the technology developed under this agreement by foreign firms, institutions or individuals shall be controlled by the recipient under applicable U.S. export control laws.

(b) The recipient shall receive the grants officer approval before assigning or granting access to any work, equipment, or technical data generated or delivered under this agreement to foreign persons or their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access.

6.021 INVENTIONS (AUG 2001)

(a) The clause entitled Patent Rights (Small Business Firms and Nonprofit Organizations, (37 CFR 401.14(a)) is hereby incorporated by reference and is modified as follows: replace the word "contractor" with "recipient"; replace the words "agency," "Federal Agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "agreement"; delete paragraphs (g)(2), (g)(3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1). Paragraph (l), Communications, point of contact on matters relating to this clause will be the servicing Staff Judge Advocate's office.

(b) The recipient shall file Invention (Patent) Reports on the DD Form 882, Report of Inventions and Subcontracts, as of the close of each performance year and at the end of the term for this agreement. Annual reports are due 90 days after the end of each year of performance and final reports are due 90 days after the expiration of the final performance period. Negative reports are also required annually. The recipient shall submit the original and one copy to the servicing Staff Judge Advocate's office, one copy to the grants officer and one copy to the administrative grants officer.

6.030 DATA RIGHTS (NOV 1999)

(a) All rights and title to data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the recipient.

(b) The recipient hereby grants to the U.S. Government a royalty free, world-wide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose any data for Government purposes.

(c) The recipient is responsible for affixing appropriate markings indicating rights on all data delivered under the agreement. The Government will have unlimited rights in all data delivered without markings.

(d) The recipient shall include this article, suitably modified to identify the parties, in all lower tier contracts and awards, regardless of tier, for experimental, developmental, or research work.

7.010 INTERIM PERFORMANCE REPORTS (JUN 2001) (TAILORED)

(a) As set forth in individual Task Order(s), recipients shall submit Interim Performance Reports in accordance with this article and DoDGARs 32.51. The recipient may submit reports in electronic form.

(b) Content: Reports shall detail technical progress to date and report on all problems, technical issues, or major developments that arose during the reporting period. The reports shall discuss each of the topics listed below:

(1) A comparison of actual accomplishments with the goals and objectives established for the period, the findings of the investigator, or both.

(2) Reasons why established goals were not met, if appropriate.

(3) Other pertinent information including analysis and an explanation of cost overruns.

(c) Submission: The recipient shall submit Interim Performance Reports _____ within 30 days after completion of the reporting period throughout the term of the agreement. The first period begins on the effective date of the agreement. The recipient shall submit one copy of the Interim Performance Report to

(1) TO AFRL program manager;
(2) TO AFRL agreements officer;
(3) administrative grants officer, and
(4) any other sponsoring agency program manager if applicable.

(d) Mark all data delivered with the following statement:

Distribution Statement: As set forth in individual Task Order(s)

7.011 PERFORMANCE REPORTS - ANNUAL (JUN 2001) (TAILORED)

(a) Recipients shall monitor the program and submit performance reports in accordance with this article and DoDGARs 32.51. The recipient may submit reports in computer or electronic form.

(b) The recipient shall submit the Performance Report(s) on 1 September each year the award is active. The format and content of Performance report(s) will be specified in the Task Order(s).

(c) The recipient shall submit an original and two copies of the Final Performance Report 90 days after expiration or termination of the agreement in the format specified in the award.

(d) Mark all data delivered with the following statement:

Distribution Statement: As set forth in individual Task Order(s)

7.023 FINANCIAL REPORTS - REIMBURSEMENT (DEC 2011) (TAILORED)

(a) The Recipient shall submit the Federal Financial Report (SF 425) on a cash basis within 30 days following the end of each quarterly reporting period (March 31, June 30, September 30, December 31), and within 90 days following the completion of the agreement. Grant and Cooperative Agreement Recipients that are domestic institutions of higher education must complete the optional fields 11.a through 11.f, "Indirect Expense" on the final Federal Financial Report that it submits after the end of the project period under the award. One copy of each report shall be submitted to:

(1) the Administrative Agreements Officer;
(2) AFRL Agreements Officer;

(3) AFRL Program Manager;
(4) Task Order AFRL Agreements Officer;
(5) Task Order AFRL Program Manager; and
(6) as set forth in individual Task Order(s).

7.030 PUBLISHING PROJECT RESULTS (NOV 1999)

(a) Publications. The recipient is expected to publish or otherwise make publicly available the results of the work conducted under this award. One copy of all publications resulting from the project shall be forwarded to the AFRL program manager as it becomes available.

(b) An acknowledgment of awarding agency's support shall appear in the publication of any material, whether copyrighted or not. The acknowledgement shall read:

"This material is based on research sponsored by Air Force Research Laboratory under agreement number _____. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

(c) The recipient is responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

"The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of Air Force Research Laboratory or the U.S. Government."

8.010 PROCUREMENT SYSTEM (SEP 2005)

The recipient's procurement system shall comply with the standards contained in DoDGARs 32.41 through 32.49.

8.020 CLOSEOUT, ADJUSTMENT, CONTINUING RESPONSIBILITIES AND COLLECTION - REIMBURSEMENT (AUG 2005)

Closeout, adjustment and collection of amounts due shall be accomplished in accordance with DoDGARs 32.71 through 32.73 and DoDGARs 22.825. Final payment cannot be made nor can the agreement be closed out until the recipient delivers to the Government all disclosures of subject inventions required by this agreement, an acceptable final report pursuant to the article entitled Final Performance Report, and all confirmatory instruments. The grants officer may make a settlement for any downward adjustments to the Federal share of costs after closeout reports are received.

8.030 USING TECHNICAL INFORMATION RESOURCES (NOV 1999)

To the extent practical, the recipient shall use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going research and avoid needless duplication of scientific and engineering effort.

8.040 USING CLASSIFIED DATA (NOV 1999) (TAILORED)

The recipient may require access to, or generate, classified data. The recipient shall comply with the Security Classification Specification (DD Form 254) as attached to the individual Task Order(s).

PRS-8001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Comply with the specific health and safety requirements established by this contract;

(2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;

(3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

PRS-8002 RECIPIENT ACCESS TO AIR FORCE INSTALLATIONS (AUG 2007)

(a) The Recipient shall obtain base identification and vehicle passes, if required, for all recipient personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the agreement. Recipient personnel are required to wear or prominently display installation identification badges or recipient-furnished, recipient identification badges while visiting or performing work on the installation.

(b) The Recipient shall submit a written request on company letterhead to the Agreements Officer listing the following: agreement number, location of work site, start and stop dates, and names of employees and subcontract employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The Agreements Officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized Recipient individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and [insert any additional requirements to comply with local security procedures] to obtain a vehicle pass.

(c) During performance of the agreement, the Recipient shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this agreement requires unescorted entry to controlled or restricted areas, the Recipient shall comply with AFI 31-101, Volume 1 <http://www.epublishing.af.mil/shared/media/epubs/AFI31-101.pdf>, The Air Force Installation Security Program, AFI 31-501 <http://www.e-publishing.af.mil/shared/media/epubs/AFI31-501.pdf>, Personnel Security Program Management, and other local security procedures as set forth in individual Task Order(s).

(e) Upon completion or termination of the agreement or expiration of the identification passes, the Prime Recipient shall ensure that all base identification passes issued to employees and subcontract employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

PRS-8003 COMMON ACCESS CARDS (CACS) FOR RECIPIENT PERSONNEL (AUG 2004)

(a) For installation(s)/location(s) cited in the agreement, recipients shall ensure Common Access Cards (CACs) are obtained by all agreement or subagreement personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Recipients and their personnel shall use the following procedures to obtain CACs:

(1) Recipients shall provide a listing of personnel authorized a CAC to the agreements officer. The agreements officer will provide a copy of the listing to the government representative in the local organization designated to authorize issuance of recipient CACs (i.e., "authorizing official").

(2) Recipient personnel on the listing shall each complete and submit a DD Form 1172-2 <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2479.html> or other authorized DoD electronic form to the authorizing official. The authorizing official will verify the applicant's name against the recipient's listing and return the DD Form 1172-2 <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2479.html> to the recipient personnel.

(3) Recipient personnel will proceed to the nearest CAC issuance workstation (usually the local Military Personnel Flight (MPF) with the DD Form 1172-2 <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfopage2479.html> and appropriate documentation to support their identification and/or citizenship. The CAC issuance workstation will then issue the CAC.

(c) While visiting or performing work on installation(s)/location(s), recipient personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the agreement, the recipient shall:

(1) Within 7 working days of any changes to the listing of the agreement personnel authorized a CAC, provide an updated listing to the agreements officer who will provide the updated listing to the authorizing official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for recipient personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the agreement, the recipient shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

PRS-8004 BASE SUPPORT (AFMC) (JUL 2007)

As set forth in individual Task Order(s), base support may be provided by the Government to the Recipient in accordance with this article.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this agreement shall be performed. All Government property in the possession of the Recipient, provided through the base support article, shall be used and managed in accordance with the government property articles.

(b) Unless otherwise stipulated in the agreement, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's agreement consideration.

(c) The Recipient agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP), or nonavailability of support stipulated by the agreement, together with a recommended plan for obtaining the required support. Facilities shall not be purchased under this article. Additionally, the Recipient (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the article (or authorize others to do so), without prior written approval of the Agreements Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(d) Following are installations where base support will be provided: [as set forth on individual Task Order(s)]

(e) The Government support to be furnished under this agreement is [as set forth on individual Task Order(s)]. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Recipient shall not incur any cost resulting from nonsupport prior to Agreements Officer concurrence in accordance with this article.

(f) The Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this contract shall be performed.

PRS-8005 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010)

The following restrictions and definitions apply to prevent conflicting roles which may bias the Recipient's judgment or objectivity, or to preclude the Recipient from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(a) Descriptions or definitions:

"Recipient" means the business entity receiving the award of this agreement, its parents, affiliates, divisions and subsidiaries.

"Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

"Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

"Technical Direction" means developing work statements, determining parameters, directing other Recipients' operations, or resolving technical controversies.

(b) The Recipient may gain access to proprietary information of other companies during agreement performance. The Recipient agrees to enter into company-to-company agreements to (1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Recipient shall furnish copies of these agreements to the Agreements Officer. These agreements are not intended to protect information which is available to the Government or to the Recipient from other sources and furnished voluntarily without restriction.

(c) The Recipient agrees to accept and to complete all issued Task Orders, and not to contract with Government prime Recipients or first-tier subrecipients in such a way as to create an organizational conflict of interest.

(d) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Agreements Officer.

9.020 U.S. FLAG AIR CARRIERS (NOV 1999)

Travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. (See General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol 63, No. 219, 63417-63421.)

9.043 ASSURANCES (FEB 2001) (TAILORED)

1. NONDISCRIMINATION

a. By signing this agreement or accepting funds under this agreement, the Recipient assures that it will comply with applicable provisions of the following, national policies on prohibiting discrimination:

(1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195.

(2) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

(3) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

(4) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

b. The Recipient shall obtain assurances of compliance from subrecipients.

2. LIVE ORGANISMS

a. By signing this agreement or accepting funds under this agreement, the Recipient assures that it will comply with applicable provisions of the following, national policies concerning live organisms:

For human subjects, the Common Federal Policy for the Protection of Human Subjects, codified by the Department of Health and Human Services at 45 CFR part 46 and implemented by the Department of Defense at 32 CFR part 219.

b. The Recipient shall obtain assurances of compliance from subrecipients.

3. ENVIRONMENTAL STANDARDS

a. By signing this agreement or accepting funds under this agreement, the Recipient assures that it will:

Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32.

b. The Recipient shall obtain assurances of compliance from subrecipients.

4. DRUG-FREE WORKPLACE

The Recipient agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

5. DEBARMENT AND SUSPENSION

The Recipient agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the Department of Defense in 2 CFR part 1125. The recipient also agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Recipient enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

6. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

7. MILITARY RECRUITERS (applicable to domestic institution of higher education)

(a) As a condition for receipt of funds available to the Department of Defense (DoD) under this award, the Recipient agrees that it is not an institution of higher education (as defined in 32 CFR part 216) that has a policy or practice that either prohibits, or in effect prevents:

(1) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution (or any subelement of that institution);

(2) Any student at that institution (or any subelement of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education;

(3) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or

(4) Access by military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any subelement of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled.

(b) If the Recipient is determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this agreement, the Government will cease all payments of DoD funds under this agreement and all other DoD grants and cooperative agreements to the Recipient, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award.

PRS-9001 REPRESENTATIONS AND CERTIFICATIONS (AUG 2012)

The proposer's completed Non-FAR Representations and Certifications and DFARS 252.209-7999 are hereby incorporated by reference.

ATTACHMENTS	PGS	DATE	TITLE
ATTACHMENT 1	TBD		STATEMENT OF WORK "AFRL SCHOLARS PROGRAM" (SEE NOFO-13-RVK-01 ATTACHMENT 2)
ATTACHMENT 2	TBD		DET 8, AIR FORCE RESEARCH LABORATORY AFRL/PK INSTRUCTIONS FOR PREPARING BUDGETS (ASSISTANCE) (SEE NOFO-13-RVK-01 ATTACHMENT 5)