

United States Geological Survey

Water Availability and Use Science Program Water Use Data and Research



Proposals for Cooperative Agreements – Fiscal Year 2017 Program Announcement/Funding Opportunity G17AS00032

Closing Date: April 18, 2017
4 pm, Eastern Daylight Time

PAPERWORK REDUCTION ACT STATEMENT: The Paperwork Reduction Act says that the agency must tell you why we are collecting this information, how we will use it, and whether you have to give it to us. This information is being collected to determine the eligibility of the applicant and as a basis for approval or disapproval of the proposed project. The USGS is authorized under SECURE Water Act Section 9508 to assist state water resource agencies with improving their water use data collection activities. USGS has implemented the Water Use Data and Research program (WUDR), to work with state water agencies in gathering and analyzing their data, and assists this effort via cooperative agreements. WUDR supports State water resource agencies in developing water use and availability datasets and improving the collection and reporting frequency of water use categories, including the inclusion of categories that have been discontinued in the past due to limited resources. Response to this request is required to obtain and retain a cooperative agreement under the Water Use Data and Research program. Public report burden for this collection is estimated to average 40 hours per agreement and 12 hours to prepare both an interim and final technical report. The OMB Control Number is 1028-0118 for this information collection; the expiration date is April, 30, 2019. Direct comments regarding this collection of information may be sent to the Bureau Clearance Officer, gs-info_collections@usgs.gov.

APPLICATIONS MUST BE SUBMITTED ELECTRONICALLY VIA

<http://www.grants.gov>

SEE INSTRUCTIONS

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PROGRAM ANNOUNCEMENT CHANGES

Multiple changes have been implemented in this Program Announcement. The primary changes include changes to the priority topics, the technical evaluation criteria, the required information to be provided in the Project Narrative Document, and the information required in the progress reports.

The proposal page limit was increased to 15 pages to allow applicants to provide additional information on proposed tasks and methods.

Data Management Plan Requirements added.

POINTS TO REMEMBER

DESCRIBE the project and the process you expect to follow to complete the project.

If you are proposing multiple activities to complete the project, clearly state the work you will be doing for each activity.

ALWAYS contact us if you have questions, we are here to help. Questions specific to your proposal as to what will or will not be funded cannot be addressed.

START submitting your proposal to Grants.gov well in advance of the due date. **Do not wait until the due date to begin the submission process.**

Cooperative Funding Agreements for the USGS Water Use Data and Research Program Announcement for Fiscal Year 2017

CFDA 15.981

The Water Availability and Use Science Program (WAUSP) of the U.S. Geological Survey (USGS) is offering a two-year cooperative agreement opportunity to State water resource agencies that collect water use data to participate in the Water Use Data and Research (WUDR) program. This funding opportunity is to support State Water Resource agencies in the collection and reporting of water use data for the WUDR program.

Legal authority for this opportunity is provided under Public Law 111-11, Subtitle F—SECURE Water: Section 9508 “National Water Availability and Use Assessment Program.” The USGS WUDR program will provide financial assistance, through cooperative agreements with State Water Resource agencies, to improve the availability, quality, compatibility, and delivery of water use data that is collected and/or estimated by States. The Act requires that these State Water Resource agencies make water use or availability datasets resulting from this funding opportunity available in a machine readable open format that the USGS can integrate with appropriate datasets maintained by the USGS.

Funds have not yet been appropriated for this program for FY 2017. The Government's obligation under this program is contingent upon the availability of funds.

1. Application Submission Closing Date: April 18, 2017, at 4 pm, Eastern Daylight Time

2. Electronic Application Requirement

For the FY 2017 funding cycle all proposals shall be submitted electronically via Grants.gov (<http://www.grants.gov>). Hard/paper submissions will NOT be accepted. Electronic copies submitted via e-mail will NOT be accepted under any circumstances. All proposals shall be submitted electronically through Grants.gov on or before:

April 18, 2017 at 4 pm, Eastern Daylight Time

Please be aware that the electronic submission process requires first time users to register using an e-Authentication process. This registration process can be somewhat complex and can take up to 3 weeks to complete. Be advised that it is virtually impossible to begin the process of electronic submission for the first time if you start just a few days before the due date.

If you have any questions or problems with the registration process, or the completion of the application package, please contact the grants.gov help desk at 1-800-518-4726 or support@grants.gov.

A question on the grant opportunity in Grants.gov will ask if you would like to receive email notifications of changes to this opportunity. Providing your email address at the prompt ensures you will be notified if changes are made to this program announcement after the original posting.

Briefly, when you submit a grant application package to Grants.gov, you will receive a confirmation screen as well as three additional emails over two business days from Grants.gov informing you of your application processing status:

1. Confirmation screen
2. Submission Receipt (with a “Track My Application” link)
3. Submission Validation (or Rejection with Errors)
4. Agency Retrieval

CONFIRMATION: Submission Confirmation Screen.

After you submit your grant application package, a confirmation screen will appear on your computer screen. This screen confirms that you have submitted an application to Grants.gov.

NOTIFICATION 1: Submission Receipt Email

Within two business days after your application package has been received by the Grants.gov system, you will receive a submission receipt email which indicates that your submission has entered the Grants.gov system and is ready for validation. This email also contains a tracking number for use while tracking the status of the submission as well as a “Track My Application” link, to use to see the progress of your submission.

NOTIFICATION 2: Submission Validation Receipt Email – This is the important one!

After you receive the submission receipt email, the next email you will receive will be a message validating or rejecting your submitted application package with errors. The Grants.gov system is designed to check for technical errors within the submitted application package. Grants.gov does not review application content for award determination. Grants.gov will not post the application if there are errors. Failure to correct errors and re-submit by the date and time for closing shall not be a reason for accepting a late application.

NOTIFICATION 3: Grantor Agency Retrieval Email

Once your application package has passed validation it is delivered to the grantor for award determination and further approval. After the grantor has confirmed receipt of your application, you will be sent a **third and final email** from Grants.gov. The grantor may also assign your application package an agency specific tracking number for use within their internal system. **IF YOU HAVE NOT RECEIVED THIS E-MAIL WITHIN FOUR DAYS OF THE CLOSING DATE, PLEASE CONTACT THE CONTRACTING OFFICER.**

If you need help entering your proposal, you can reach the **Grants.gov Contact Center at: 1-800-518-4726** or email support@grants.gov. Their hours of operation are Monday-Friday, 7:00 a.m. to 9:00 p.m., Eastern Time, and they are closed on Federal Holidays.

During the application period an applicant may submit a revised or corrected proposal through Grants.gov. Include a cover letter as the first page of the proposal stating that the proposal is revised and indicating that the previous submittal is to be withdrawn from consideration. **Such submissions must be completed by April 18, 2017 at 4:00 pm Eastern Daylight Time.**

For more information, see Section 7 of this document, Application Preparation Instructions, which describes requirements for the proposal and other application components.

Please allow sufficient time for the proposal to be submitted electronically through Grants.gov and allow time for possible computer delays. Applicants are strongly advised not to wait until the last minute for submission. A proposal received after the closing date and time will not be considered for award. If the USGS determines that a proposal will not be considered for award due to lateness, the applicant will be notified immediately.

Questions?

For Grants.gov issues, see

http://www.grants.gov/applicants/app_help_reso.jsa

or

<http://www.usgs.gov/contracts/grants/grantsgov.html>,

or contact:

Laura Mahoney, (703) 648-7344, lmahoney@usgs.gov

For Contracting Officer issues, contact:

Sara Roser

(703) 648-7357

sroser@usgs.gov

For Water Use Data and Research program issues, contact:

Melinda Dalton, WUDR Program Coordinator

(678) 924-6637

msdalton@usgs.gov

Information Sessions

To facilitate the financial assistance application process, two conference calls will be conducted to accommodate inquiries from Applicants about the WUDR program and the proposal review, evaluation, and selection process. These calls will be held on:

Tuesday, February 28, 2017 from 10:00-11:00 am EST; and

Wednesday, March 8, 2017 from 2:00-3:00 pm EST

Call-in number: (712) 432-0600

Access code: 1048486#

3. Award Description

The total amount of funding available for this Program Announcement is expected to be up to a total of \$1,500,000 for Federal FY2017. Applications are restricted to a minimum federal funding level of \$40,000 and a maximum federal funding level of \$100,000 for work to improve the availability, quality, compatibility, and transfer of water use data that is collected and/or estimated by States. These estimates do not bind the USGS to a specific number of awards or to the amount of any award. Congress has not yet authorized FY2017 funds for the WUDR program so awards cannot be made until this funding is authorized. Work performance under these awards must be completed within the two-year cycle from the start date. The start date will be determined by the timing of funds availability and the issuance of the award. Substantial involvement of the USGS (local USGS Water Science Centers and/or the USGS National Water Use Team) is expected to aid state collaborators with refining existing water use databases, development of new techniques for estimating water use, and establishing data management policies for sharing of water use data that adhere to data goals for major water-use categories (Attachment A) previously developed by the USGS for all water use categories nationally; therefore, these awards will be in the form of cooperative agreements.

All projects must propose **start dates between July 15, 2017 and September 15, 2017.**

4. Eligibility Information

A. Applicant Eligibility

Applicants must be state water resource agencies which collect water use data. Collaboration with and leveraging existing projects with USGS Water Science Centers is encouraged; however, USGS personnel are prohibited from helping an organization prepare its application for competitive funding and are ineligible to receive WUDR funds.

Applicants can include a cost-share contribution in the form of in-kind services. A set cost-sharing percentage for the recipient is not mandated, but a match of in-kind services is encouraged and should be denoted within the budget as cost sharing.

In order to receive an award under this FY2017 Program Announcement, applicants must have submitted a Workplan to the USGS WUDR Program Management (Melinda Dalton, msdalton@usgs.gov and Cheryl Dieter, cadieter@usgs.gov). Applicants may apply for the WUDR FY17 funding prior to submitting their Workplan, but the Workplan must be submitted before an award can be made. If an applicant's proposal is recommended for funding but the WUDR Program Management has not received the applicant's Workplan, the project will not be awarded funding. Most states received \$26,000 through the WUDR non-competitive financial assistance program to complete the Workplan. For those States that did not receive \$26,000 through the WUDR non-competitive financial assistance program but are now interested in receiving these funds you can contact the WUDR Program Office to express your interest. A non-competitive award outside of this Program Announcement would be made to provide these funds. A State may submit a Workplan on their own, i.e. no

federal funding. Instructions on what is required in the Workplan can be found at <http://water.usgs.gov/wausp/wudr/grant-application.html>.

Application announcement date: February 15, 2017

Applications must be submitted by the closing date of April 18, 2017

B. Topic Eligibility

Water managers across the United States require more complete, timely, and accurate water availability information to support policy and decision-making, specifically data associated with water withdrawals and consumptive use that are used to establish local and regional water budgets. State water resource agencies are the primary authorities responsible for regulating and collecting data on water supplies, allocations, uses, and/or rights. The U.S. Geological Survey (USGS), through its Water Availability and Use Science Program (WAUSP), is the only Federal agency that explicitly collects water-use data as a part of its mission. The WAUSP works with State, local, and Federal partners to consolidate dozens of disparate datasets to create comprehensive reports of water use in the United States every five years. Because of differences in methodology and data quality, USGS water use compilations require significant effort to standardize (to the extent possible) such data between States. The WAUSP products form the basis of the water use component of the National Water Census as called for by the SECURE Water Act (Section 9508, Public Law 111–11).

Recognizing the limitations of current water use data, the USGS Water Use Data and Research program will provide financial assistance, through cooperative agreements with State water resource agencies, to improve the availability, quality, compatibility, and transfer of water use data that is collected and/or estimated by States. The Act requires that these State Water Resource agencies make water use or availability datasets resulting from this funding opportunity available in a machine readable open format that the USGS can integrate with appropriate datasets maintained by the USGS.

The USGS has identified three priority topics for the FY17 WUDR Program Announcement. Proposals that address one or more of these three priority topics will be given funding preference.

The three priority topics (in no particular order) for the FY17 WUDR Program Announcement are:

- **IMPROVE WATER USE DATA COLLECTION, QUALITY ASSURANCE, OR TRANSFER.** Data transfer includes making data and metadata available to the USGS in a machine readable open format.
- **IMPROVE TIER LEVEL** (see Attachment A, Data Goals for Major Water-Use Categories) for the following water-use categories: **IRRIGATION, PUBLIC SUPPLY, OR INDUSTRIAL**, including both estimated and reported data. For example, going from annual to monthly withdrawals, acquiring source of water (groundwater versus surface water), reporting public supply deliveries to other

categories (commercial, industrial, domestic), estimating consumptive use, or acquiring ancillary data such as number of facilities.

- Conduct studies that **DEVELOP METHODS AND/OR COEFFICIENTS** to improve water use estimates for categories where measured data are not available.

Proposals will be considered that address additional topics, but may be given a lower funding preference than proposals that address the three priority topics listed above.

5. USGS Data Goals for Major Water-Use Categories

More information on the USGS Water Use Data and Research program (WUDR) can be found at: <http://water.usgs.gov/wausp/wudr/index.html>. Attachment A provides a table outlining three tiers for major categories of water use. Within the table, the USGS has identified baseline goals (Tier 1), and additional levels (Tiers 2 and 3) of data, for all major categories of water use, most of which have been estimated by the USGS and published every 5 years since 1985 (<https://water.usgs.gov/watuse/WU-Category-Changes.html>). These standards are provided to assist State water-resource agencies in determining areas in which to focus proposed work.

6. Unsuitable Proposals

The following proposals are ineligible for consideration under this Announcement at this time:

- Proposals from U.S. Government Agencies or U.S. Government employees.
- Proposals from Federally Funded Research and Development Centers (FFRDC).
- Proposals that were previously funded through the WUDR program, or other federal grant programs.

7. Application Preparation Instructions

Your electronic submission shall consist of forms SF-424, SF-424a, and SF-424b, plus the items described below. No additional documents or materials may be submitted. **Failure to comply with the required application components listed below may result in the proposal being rejected.**

Items A through D, as described below, shall be **combined together in one document, in the order noted below**, and submitted through Grants.gov in either MS Word or Adobe PDF format. The application shall not exceed 15 single-spaced pages (including figures, tables, references, appendices, etc.), and the type size shall not be smaller than 12 point. All pages of the application shall be numbered. All text, figures, and tables shall be sized to fit on 8½" by 11" paper with 1-inch margins. The resume, SF forms, Data Management Plan, and negotiated rate agreement required tables do **not** count toward the page limit.

In the Grants.gov forms, floating your mouse over a field will provide instructions for completing that field. You can also click on the 'Check Package for Errors' button to check the entire application for validation errors (incomplete fields, etc.)

The application submitted through Grants.gov as the 'Project Narrative Attachment Form' (in MS Word or Adobe PDF format) shall be assembled in the following order:

- A. Proposal Information Summary
- B. Proposal
- C. Budget Summary
- D. Detailed Budget

A. Proposal Information Summary.

Provide a summary for the proposal using the format shown in Attachment B.

B. Proposal

Please include the following sections:

- 1) Project Summary. Provide an overall summary of the project including a brief description of work to be accomplished, category(ies) of water use data collection or methodology development, how the proposed work addresses tier level improvement, and geographic and temporal scale of data activity.
- 2) Project Description.
 - a) Problem Statement. Describe the problem and the state agency's role relevant to the problem.
 - b) Project Objectives. Describe the objectives of the proposed work.
 - c) Approach. Proposers should address what they want to do (tasks), why they want to do it, how they plan to do it (approach), how they will know if they succeed, and what benefits could accrue if the project is successful. Describe the significance of each task relative to the project objectives. If work is not being performed by the applicant agency, explain the role relative to water use of the party conducting the work. Describe work being done by contractors. Describe specific products, such as reports, datasets, etc., that will be produced as part of the project. Describe how data will be transferred to the USGS. (Guidance on data transfer will be provided on the USGS WUDR website <https://water.usgs.gov/wausp/wudr/index.html>).
 - d) Project Timeline. Include a timeline for the proposed work. Include timelines for tasks and subtasks specified in the description of project activities.
 - e) Relevance to SECURE Water Act. Describe how data will be made available to the USGS in machine readable open form, such that the data can be easily integrated (by the USGS) into USGS databases in compliance with the SECURE Water Act.
 - f) Relevance to State Priorities. Describe how the proposed tasks meet the goals of the State water use program.
 - g) Transferability. Describe how the methods used to collect, estimate, quality control, or publish datasets can be transferred to other States' water use programs or to USGS programs/projects.

- h) Collaboration. Describe collaboration with the local, state, federal agencies (including the USGS), or educational institutions.
- i) Team Experience. Succinctly describe the relevant experience of the project team members.
- j) IT Infrastructure
 - i) Describe databases used to store data
 - ii) Briefly describe any current data sharing applications or web sites
 - iii) Describe IT staff experience and availability
 - iv) Discuss any security requirements or limitations
- k) Data Management Plan Requirements. Proposals submitted to USGS must include a supplementary document of no more than two pages labeled "Data Management Plan" (DMP). This supplementary document should describe how the proposal will conform to USGS policy on the dissemination and sharing of research results and associated data. A valid DMP may include only the statement that no detailed plan is needed (e.g. "No data are expected to be produced from this project"), as long as the statement is accompanied by a clear justification. This supplementary document may include:
 - i) the types of data, samples, physical collections, software, curriculum materials, and other materials to be produced in the course of the project;
 - ii) the standards to be used for data and metadata format and content (where existing standards are absent or deemed inadequate, this should be documented along with any proposed solutions or remedies);
 - iii) policies for access and sharing including provisions for appropriate protection of privacy, confidentiality, security, intellectual property, or other rights or requirements;
 - iv) provisions for re-use, re-distribution, and the production of derivatives; and
 - v) plans for archiving data, samples, and other research products, and for preservation of free public access to them.

Additional guidance on data management plans is available from the USGS Data Management web site (<http://www.usgs.gov/datamanagement/plan/dmplans.php>).
 Note: The DMP does not count toward the 15 page limit.

C. Budget Summary

Provide a budget summary for each year using the format shown in Attachment C. The budget items should correlate with the detailed budget below.

D. Detailed Budget

A budget sheet for each year is required that provides more detail than what is entered under the SF-424A form. In this budget breakdown sheet please separate federal from cost-sharing funds (see 'In-kind Resource Match' section below). A set cost-sharing percentage for the recipient is not mandated, but a match of in-kind services is encouraged and should be denoted within the budget as cost sharing. The cost for the project should include both the agency in-kind services and the work to be funded by the WUDR funding opportunity. **Please provide the following information for each objective or major task.** Applicants should include the following categories for both federal and in-kind services:

a. Salaries

- Please provide a list of staff that will work on each objective listed in the proposal. If staff will work on more than one objective, please include an entry with the hours for that employee on each objective.
- Objective Name: For each objective provide a table with the following items for each staff member that will work on the objective
 1. employee name,
 2. title,
 3. hourly rate of compensation,
 4. fringe benefit rate **and** hourly rate of fringe benefit,
 5. the total hourly rate (item 3 + item 4),
 6. the number of hours planned,
 7. the cost (item 5 times item 6),
 8. the percent of the cost that is Federally funded, and
 9. the percent of cost that is Agency in-kind services. (items 8 and item 9 should add to 100%)

b. Supplies. For each major type of supply, enter a description and the cost for supplies needed for the project (include percent of cost that is Federally funded and/or provided as in-kind);

c. Equipment: Enter a description and the cost for each piece of equipment needed for the project. Please list any computer purchases separately. If possible, computer purchases should be as in-kind services to avoid property ownership issues;

d. Contractors: Provide the following detailed breakdown for each contractor needed for the project:

1. hourly rate of compensation,
2. fringe benefit rate and hourly rate of fringe benefit,
3. the total hourly rate (item 1 + item 2),
4. the number of hours planned,
5. the cost (item 3 times item 4),
6. the percent of the cost that is Federally funded, and
7. the percent of cost that is Agency in-kind services. (items 6 and 7 should add to 100%)

e. Travel: Provide detailed information on proposed travel, i.e. where to, why, how many, how long, per diem and lodging rates, etc. (include percent of cost that is Federally funded and/or provided as in-kind); and

f. Indirect Cost/General and Administrative (G&A) Cost: Show the proposed rate, cost base, and proposed amount for allowable indirect costs based on the cost principles applicable to the Applicant's organization. If the Applicant has separate rates for recovery of labor overhead and G&A costs, each charge should be shown. Explain the distinction between items included in the two cost pools. The Applicant should propose rates for evaluation purposes, which they are also willing to establish as fixed or ceiling rates in any resulting award. NOTE: A copy of the indirect negotiated cost agreement with the Federal Government should be provided with the application package. Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section 200.414, in the

absences of a negotiated rate agreement, non-Federal entities may use a de minimis rate of 10% of modified total direct costs (MTDC).

In-Kind Resource Match

Examples of in-kind resource match are: salaries, contract support, student assistance fees, travel expenses, software purchase, equipment dedicated to the project, production of outreach materials, and indirect costs or overhead charges. All contributions, including cash and third party in-kind, will be accepted as part of the recipient's in-kind match when such contributions meet all of the following criteria:

- verifiable from the recipients' records,
- not included as contributions for any other federally-assisted project or program,
- necessary and reasonable for proper and efficient accomplishment of project or program objectives,
- allowable under the applicable cost principles,
- not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost matching,
- provided for in the approved budget when required by the Federal awarding agency, and
- conform to the provision of the appropriate OMB Circular, as applicable.

Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind match if the service is an integral and necessary part of the project. Rates for volunteer services shall be consistent with those paid for similar work in the recipient's organization. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market in which the recipient competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

Match calculation: For example, with a request for an award of \$5,000 of Federal assistance, a 50-50 cost share contribution by the applicant would be \$5,000 in value for a total of \$10,000 value committed to the project (\$5,000 and \$5,000 Federal and applicant, respectively).

Applicant must document the amount and type of in-kind resource that will be contributed to the fulfillment of the project and include this information in the detail budget breakdown.

E. Principal Investigator Resume

Please include a resume for the principal investigator of the project. The resume should include relevant professional experience.

8. Rejection of Applications after Initial Review

If an application does not meet all requirements specified in the Announcement, as determined by the Contracting Officer in consultation with the USGS WUDR Program Coordinator, the institution and principal investigator will be promptly notified that the proposal will not be reviewed, indicating the reason for its rejection. States may make revisions and apply for funding again during later years, if funding for the program continues.

9. Application Evaluation Procedure and Criteria

Applications will be reviewed by the USGS WUDR Technical Committee and will be considered in accordance with the criteria written below: The weighting factor that will be applied to each criterion is shown as a percentage.

1. Technical quality of the proposal. This criterion considers the scientific merit of the proposed approach, whether the approach is innovative or employs a proven, reliable technique that is appropriate to the problem, and the probability of achieving positive results within the designated period. The proposal includes all required information listed in Section 7 (Application Preparation Instructions). The title of the proposal includes the agency name, the geographic area, and a brief statement of the work to be accomplished. The proposal should include a clear presentation of the project phases, and milestones for the proposed project duration. This criterion also considers whether the proposed budget is commensurate with the level of effort needed to accomplish the project objectives and whether the cost of the project is reasonable relative to the value of the anticipated results. (40%) Evaluation is based on the following:
 - a. The proposal is clearly written and has all required sections.
 - b. The proposed approach is technically appropriate.
 - c. The timeline is included and appropriate.
 - d. The budget is appropriate for the scope of work.
2. Relevance to SECURE Water Act. The SECURE Water Act (Section 9508, “National Water Availability and Use Assessment Program”, Public Law 111–11) authorizes the USGS to provide financial assistance to State water resource agencies to improve the availability, quality, compatibility and transfer of water-use data that is collected and/or estimated by States. The Act requires that these State water use and availability datasets be integrated with appropriate datasets that are developed and/or maintained by the USGS. This criterion evaluates whether the State water resource agency proposed study

fulfills the requirements of the SECURE Water Act (listed above). (20%) Evaluation is based on both of the following:

- a. The proposed work will improve the availability, quality, compatibility and transfer of water-use data that is collected and/or estimated by States.
 - b. The results of the proposed study will be provided to the USGS. Where applicable, data will be provided to the USGS in a machine readable open format, and easily integrated by the USGS into appropriate water use and availability datasets that are developed and/or maintained by the USGS.
3. Relevance to State priorities. This criterion evaluates whether the State water resource agency proposal helps to achieve the State's identified priorities. The proposal should demonstrate the need for the effort/activity, and how it relates to the State's identified priorities. (10%) Evaluation is based on both of the following:
 - a. The proposal identifies the relevant State priority(ies).
 - b. The proposal identifies how the study will address the State priority(ies).
4. Transferability. This criterion evaluates the potential for the results (tools developed, methods, approaches) of the proposed study to be applied to or used by other State water resource agencies. This criterion also evaluates the transferability, and/or usefulness of the results of the proposed study to other USGS programs, databases, and/or studies. (10%) Evaluation is based on both of the following:
 - a. The technical tools, data, methods, or products of the proposed study are useful and transferable to other States.
 - b. The technical tools, data, methods, or products of the proposed study are useful and transferable to other USGS programs or studies.
5. Collaboration. This criterion evaluates collaboration with relevant agencies or organizations within or outside the State, and collaboration with USGS Water-Science Center personnel where appropriate. (10%) Evaluation is based on all of the following:
 - a. The lead State agency has discussed and/or collaborated with other State or local agencies during the development of the proposal.
 - b. The proposal identifies collaboration opportunities with USGS personnel.
 - c. The proposal identifies collaboration opportunities with other federal, State, or local agencies during the project period.
6. Competence of Principal Investigator and members of State Team. This criterion considers experience and competence of the State water resource agency principal investigator and team, and if applicable, the promptness with which the research results were disseminated to the scientific community from previous WUDR funding. When applicable, this factor includes the timely publication of project results and data in peer-reviewed scientific and technical journals or state agency publication or program related website, the impact of the results, and whether reporting requirements from previous USGS awards have been satisfied. (10%) Evaluation is based on all of the following:

- a. A resume describing relevant professional experience for the principal investigator is attached.
- b. The proposal describes the relevant experience of the team members.
- c. The experience of team members is appropriate.
- d. Previous publications/awards were completed on time.

10. Reporting Requirements and Instructions

Progress Reports and Final Technical Reports shall describe in detail the work performed and results obtained during the grant period. Final Technical Reports are due 90 days after the conclusion of the project period. Any information contained in a previously submitted progress report shall be repeated or restated in the Final Technical Report. All report requirements are described in Attachment D Section 5. Reporting Requirements.

All reports are to be submitted as pdf files, and submitted via e-mail attachment to WUDR Program Management:

Melinda Dalton	msdalton@usgs.gov
Cheryl Dieter	cadieter@usgs.gov

11. Involvement of Federal Employees

Federal employees, including USGS employees, are prohibited from serving in any capacity (paid or unpaid) on any application submitted under this Announcement; federal employees may not assist in the development of proposals. Proposals that have a real or apparent conflict of interest related to Federal employees will not be processed for evaluation. This does not prohibit cooperation or collaboration between USGS and non-USGS scientists once a grant or cooperative agreement is in place; however, Federal employees are not eligible to receive funds associated with this program.

12. Award Terms and Conditions

Award Recipient must comply with award Terms and Conditions (Attachment D). Submittal of an application constitutes the applicant's acceptance of the terms and conditions for inclusion on any award resulting from their application. Any concerns with the requirements of the Special Terms and Conditions shall be presented to the Contracting Officer at least three (3) days prior to the closing date of the Announcement.

- A. No pre-award costs are authorized
- B. No-Cost extensions to the project period are discouraged.
- C. Project Report. A final technical report must be completed and submitted to the USGS within 90-days of the end date of the project.

Attachment A

Data Goals for Major Water-Use Categories

The USGS has identified goals for all major categories of water use (see table below), most of which have been estimated by the USGS and published every 5 years since 1985. These guidelines are provided to assist State water resource agencies in determining areas in which to focus proposed work. States that currently meet the data goals for major water-use categories outlined in Tier 1, for a specific water-use category would focus on Tier 2 and/or Tier 3. States are not required to meet Tier 1, in all categories, before addressing Tier 2 and/or Tier 3 data needs. Data collected and studies conducted in Tiers 1, 2, and 3 should be designed to benefit both local and national estimates and provide information for water availability studies by water managers, academia, federal, and or local agencies. The definitions of basic water-use terms and categories as used by USGS can be found in USGS Circular 1405 (<http://pubs.usgs.gov/circ/1405/>).

In addition to the standards listed in the table, baseline goals for all categories of water use include:

1. Facility or system withdrawals for the following categories: Public Supply, Self-supplied Industrial, Irrigation-Crop, Thermoelectric, Irrigation-Golf Course, Livestock (major facilities), Mining and Aquaculture
2. Withdrawals, deliveries or returns by water source – groundwater, surface water, reclaimed wastewater, wastewater effluent, and/or recycled water. For groundwater sources the aquifer should be identified.
3. Withdrawals by water type – fresh or saline

Category	Tier 1	Tier 2	Tier 3
Public Supply	- Monthly withdrawals, reported by system and water source and water type. - Deliveries to domestic users from public-supply systems, and populations served. - Report system information relevant to HUC-8 and county, and groundwater withdrawals with aquifer designation.	- Site-specific annual and monthly withdrawals (by intake and/or well or well field) reported by water source, and by water type. - Quantity of water purchased between systems and source(s) of water. - Quantity of water sold between systems. - Reporting and/or verification of water deliveries for domestic, commercial, industrial, thermoelectric and other use.	- Interbasin transfers. - System uses (internal and other non-revenue uses) and losses. - Improve population served estimates. - Use of reclaimed wastewater for public or landscape irrigation.
Industrial	- Annual withdrawals by facility reported by water source, by water type, and industry classification. - Groundwater withdrawals reported with reference to aquifer.	- Site-specific (by intake and/or well) annual and monthly withdrawals reported by water source, by water type, and industry classification. - Deliveries from public supply to Industrial and deliveries from other categories.	- Site-specific consumptive use estimates. - Site-specific discharges to surface water or land application.
Irrigation- Crop	Aggregate annual withdrawals reported by water source, by water type, acres irrigated, and method of irrigation. Aggregate areas may be sub-county levels, but are feasible to summarize to county or watershed.	- Site-specific withdrawals by well or diversion from surface-water feature, or delivery from reclaimed wastewater. - Monthly withdrawals reported by water source, type, acres irrigated, crop, and method of irrigation.	- Consumptive use and conveyance loss estimates by aggregate area (sub-county, watershed (HUC8 or up to HUC12). - Site-specific return flows.

Thermoelectric	• Site-specific, annual and monthly withdrawals and net power generation reported by cooling-system type (once-through or recirculating), by water source and by water type, and the source of the information (plant, govt. agency, etc.). • Site-specific return flows.	• Site-specific annual and monthly consumptive use.	
Self-Supplied Domestic	• Self-supplied domestic populations, by HUC-8 and county, and by water source.	• Studies of actual metered domestic withdrawals, monthly by source. • Improve estimates of self-supplied populations by utilizing property data and/or public water supply service areas, or other methods.	
Irrigation – Golf Courses	• Site-specific annual and monthly withdrawals reported by water source, by water type, and acres irrigated. Groundwater withdrawals designated by aquifer.	• Consumptive use estimates, by course, reported by month or annual. • Acres irrigated by system type, by course.	
Livestock	• Annual withdrawals for major facilities, reported by water source and by water type.	• Site-specific annual and monthly withdrawals for all facilities reported by source of water, and by water type. • Site-specific animal counts and animal type.	• Improved and verified coefficients for water use per head for animal type, confined or open-range, seasonal variability, and other variables. • Water withdrawals from sources supported by USDA programs to protect streams

Mining	Annual withdrawals reported by HUC-8 and county, by source of water, and by water type.	Site-specific annual and monthly withdrawals. Site-specific commodity identified.	- Evaluation/reporting on water use by process (commodity processing, dewatering, dust suppression, etc.). - Reporting on return flows/discharge of water from dewatering.
Aquaculture	Annual withdrawals reported by HUC-8 and county, by source of water, and by water type.	Site-specific annual and monthly withdrawals. Site-specific facility information (method, species cultured, etc.)	
Commercial	Annual and monthly deliveries from public supply for commercial use.	Site-specific annual and monthly withdrawals for self-supplied establishments	
Hydroelectric Power	Site-specific, annual and monthly water use (water use to spin turbines) by water source and water type, and the source of the information (plant, govt. agency, etc.).		
Wastewater Treatment	Site-specific, annual and monthly return flows from public wastewater treatment and industrial facilities.	Site-specific discharges to surface water or land application.	
Water Use Data Storage and Availability			

Water use database	Monthly and annual withdrawal data are reported to the state agency and stored in an electronic format.	Withdrawal data are entered electronically into a database. Automatic QA/QC checks are integrated into the electronic database and/or data entry routines.	Withdrawal data include water source, water type and location (county and HUC-12). Data are made available for export by the state agency or for download.
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Attachment B

USGS Water Use Data and Research Cooperative Agreement Proposal Information Summary Template

Use the format below for the **required** Proposal Information Summary

1. Project Title: The title of the proposal should include the agency name, the geographic area, and a brief statement of the work to be accomplished.
2. Project Keywords: List 3 to 5 keywords for the proposed work.
3. Primary Investigator(s): **List technical contacts and contact information here**
(Name)
(Agency Name)
(Street Address/P.O. Box)
(City, State, Zip Code)
(Telephone Number), (FAX Number), (E-mail Address)
4. Authorized Institutional Representative: **Provide name of Institutional/Financial contact here**
(Name)
(Agency Name)
(Organizational Unit)
(Street Address/P.O. Box)
(City, State, Zip Code)
(Telephone Number), (FAX Number), (E-mail Address)
5. Amount Requested: (List amount requested for Fiscal Year 2017 support)
6. Proposed Start Date: (The date you would like to start work; between July 15, 2017 and September 15, 2017)
7. Proposed Duration: (12 or 24 months, No awards are issued for less than 12 months)
8. Cooperative Research and Development Agreement: List any known Cooperative Research and Development Agreement (CRADA) between the USGS and the applicant.
NOTE: CRADAs are not general cooperative agreements with USGS Water Science Centers or other USGS Programs.
(Title of CRADA)
(Name of USGS representative)
(Program under which CRADA is endorsed)

Attachment C

Budget Summary

Indirect cost rate:

Budget summary

Category	Federal \$	Agency in-kind \$	Total \$
1. Salary (wages, fringe)			
2. Travel			
3. Equipment			
4. Supplies			
5. Contractors			
6. Total Direct Costs (items 1-5)			
7. Indirect cost			
8. Total Cost (items 6 and 7)			

In-kind services percent:

Attachment D

Water Use Data and Research Program Terms and Conditions

1. Acceptance

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award by signature or electronic means. Awards are based on the application submitted to and approved by DOI and are subject to the terms and conditions incorporated either directly or by reference below.

2. USGS Involvement

Substantial involvement is anticipated through the terms of this Agreement between the USGS and the Recipient. A summary of the involvement is as follows:

The Water Use Data and Research (WUDR) Program will be carried out in close collaboration with Water Use Specialists at USGS Water Science Centers, and/or the USGS National Water Use Team during the development of technical requirements and categorical water use data collection and methods development. The Recipients will be integral in data collection, methods development, and data management activities, potentially working with local cooperators and other federal agencies to facilitate project development and data acquisition and management. The USGS WUDR Technical Team will manage and develop all the technical requirements and guidance associated with the WUDR Program. Together the USGS and state collaborators will refine existing water use databases, develop new techniques for estimating water use, and establish data management policies for sharing of water use data that adhere to data goals for major water-use categories previously developed by the USGS (Attachment A). Data and information collected as part of this program must be stored electronically, provided to the USGS in machine readable open format to input into existing USGS databases (when applicable), but may be disseminated via a variety of means, including graduate student theses, USGS series reports, and scientific publications.

3. Funding

- (a) The total estimated cost of the USGS share for the performance of this Agreement is (insert total amount of the agreement).
- (b) The amount obligated under this Assistance Award Modification, hereinafter referred to as “obligated funds,” presently the sum of (insert total amount of the agreement), shall be available for payment of costs incurred by the recipient for the period (to be completed at time of award).

In no event shall costs be incurred in performance of this agreement in excess of the funds currently obligated.

4. Pre-Agreement Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

5. Reporting Requirements

(a) **Required reports/documents.** The Principal Investigator is required to submit the following reports or documents. Further description of requirements follows the table below.

Report/ Document	Method of Delivery	Submit To	When Due
(1) Progress Report	Send PDF file as an email attachment or fill out web-based review form.	WUDR Program Management See Section 5.(b)(2)(i)	Every 6 months for the duration of the project. See details of formatting in section 5.(b)(1) below
(2) Final Technical Report	Send PDF file as an email attachment; Maximum size: 10 MB	WUDR Program Management See Section 5.(b)(2)(i)	Within 90 calendar days after the end of the award. See details of formatting in section 5.(b)(2) below
(3) SF 425 Federal Financial Report	See Section 5.(b)(3)	See Section 5.(b)(3)	See Section 5.(b)(3)
(4) Final SF 425 Federal Financial Report	See Section 5.(b)(4)	See Section 5.(b)(4)	See Section 5.(b)(4)

(b) **Report preparation instructions.** The Recipient shall prepare the reports/documents in accordance with the following instructions:

(1) Progress Reports. The Recipient shall submit one copy of each Progress Report to the WUDR Program Management and one copy of the transmittal letter to the USGS Contracting Officer. Unless otherwise specified in this Agreement, semi-annual progress reports should be submitted every six months after the start-date of the project. In the case of multi-year Agreements, failure to submit timely reports may delay processing of funding increments. For Agreements with a total anticipated performance period of twelve months (12) months or

less, only one Progress Report will be required. A Progress Report is not required if concurrent with Final Technical Report, unless the Recipient requests an extension to the project period.

The progress reports shall include the following information:

- (i) A list of project accomplishments to date.
- (ii) A comparison of accomplishments to the planned objectives and timeline for the progress period.
- (iii) Reasons why any established goals were changed or not met.
- (iv) Additional pertinent information, including an explanation of cost overruns.
- (v) Outline anticipated activities and adjustments to the program during the next progress period.
- (vi) List any changes to lead project personnel and provide contact information.

Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Recipient shall inform the USGS as soon as the following types of conditions become known:

- (i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Agreement. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

(2) Final Technical Report

Final Technical Reports shall describe in detail the work performed and results obtained during the grant period. Final Technical Reports are due 90 days after the conclusion of the project period. Any information contained in a previously submitted progress report shall be repeated or restated in the Final Technical Report.

- (i) Submit the Final Technical Report as an Adobe Acrobat PDF file. Submit the report as an e-mail attachment to WUDR Program Management:

Melinda Dalton	msdalton@usgs.gov
Cheryl Dieter	cadieter@usgs.gov

- (ii) The Final Technical report should consist of the following sections:

(1) Cover page

The cover page should include the following information:

- Award Number
- Agency Name

- Title
- Author(s) and Affiliation(s) with address and zip code
- Author's Telephone numbers and email address
- Term covered by award (start and end dates)
- Date of final report

(2) Main body of the report

- Overview of work
- Description of existing water use data collection activities in the State
- Description of activities, methods developed, and accomplishments resulting from the award,
- Description of any updates made to databases or data delivery during period of award
- Description of any problems encountered during project period
- Notice of any changes in databases or web services that are being planned that would impact future integration of data into USGS databases

(3) Annual Financial Reports

(i) The Recipient will submit an annual SF 425, Federal Financial Report, for each individual USGS award. The SF 425 is available at <http://www.whitehouse.gov/omb/grants/forms>. The 425 will be due in accordance with the following schedule. USGS acknowledges that this annual reporting schedule may not always correspond with a specific budget period.

Award Performance Start Date	Annual Interim Report End Date (year following start date)	Annual Interim Report Due Date (90 days after report end date)
January 1- March 31	March 31	June 30
April 1- June 30	June 30	September 30
July 1- September 30	September 30	December 31
October 1 – December 31	December 31	March 31

(ii) The SF 425 must be submitted electronically through the FedConnect Message Center (www.fedconnect.net) or, if FedConnect is not available, by e-mail to SF425@usgs.gov with a cc to the Contracting Officer. Recipient must include the USGS award number in the subject line of all correspondence. If, after 90 days, Recipient has not submitted a report, the Recipient's account in ASAP will be placed in a manual review status until the report is submitted.

(4) Final Financial Report

- (i) The Recipient will liquidate all obligations incurred under the award and submit a final SF 425, Federal Financial Report in accordance with 5(b)(3)(ii) no later than 90 calendar days after the Agreement completion date.
- (ii) Recipient will promptly return any unexpended federal cash advances or will complete a final draw from ASAP to obtain any remaining amounts due. Once 120 days has passed since the Agreement completion date, USGS shall unilaterally deobligate federal funds as reflected in the Final SF425.
- (iii) Subsequent revision to the final SF 425 will be considered only as follows:
 - (A) When the revision results in a balance due to the Government, the Recipient must submit a revised final SF 425, Federal Financial Report, and refund the excess payment whenever the overcharge is discovered, no matter how long the lapse of time since the original due date of the report.
 - (B). When the revision represents additional reimbursable costs claimed by the Recipient, a revised final SF 425 may be submitted to the USGS Contracting Officer with an explanation. If approved, the USGS will either request and pay a final invoice or reestablish the ASAP subaccount to permit the Recipient to make a revised final draw. Any revised final report representing additional reimbursable amounts must be submitted no later than 1 year from the due date of the original report, i.e., 15 months following the Agreement completion date. USGS will not accept any revised SF 425 covering additional expenditures after that date and will return any late request for additional payment to the Recipient.

6. Publications

(a) Acknowledgment of Support

Recipient is responsible for assuring that an acknowledgment of USGS support:

1. Is made in any publication (including World Wide Web pages) of any material based on or developed under this Agreement, in the following terms:

This material is based upon work supported by the U.S. Geological Survey under Cooperative Agreement No. (*Insert agreement number*).

2. Is orally acknowledged during all news media interviews, including popular media such as radio, television, and news magazines.

(b) Disclaimer

Recipient is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this Agreement, contains the following disclaimer:

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. Geological Survey. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Geological Survey.

(c) Publication

Publication of the results of any project carried out under this assistance award is authorized in professional journals, trade magazines, or may be made by the USGS. Such manuscripts or publications submitted to journals or professional publications for publication shall be accompanied by the following notation:

This manuscript is submitted for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints for Governmental purposes.

(d) Copies for USGS

Recipient is responsible for assuring that the USGS Program Management is provided access to, either electronically or in paper form, a copy of every publication planned for publication simultaneously with its submission for publication. One reprint of each published article shall be submitted to the USGS Program Management immediately following publication.

(e) Department of the Interior Requirements

Two copies of each publication produced under a Cooperative Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication. The address of the library is:

U.S. Department of the Interior
Natural Resources Library
Division of Information and Library Services
Gifts and Exchange Section
18th and C Streets, NW
Washington, DC 20240

7. Payment

Payments under financial assistance awards must be made using the Department of the Treasury Automated Standard Application for Payments (ASAP) system (www.asap.gov).

- (a) The Recipient agrees that it has established or will establish an account with ASAP. USGS will initiate enrollment in ASAP. If the Recipient does not currently have an ASAP account, they must designate an individual (name, title, address, phone and e-mail) who will serve as the Point of Contact (POC).

- (b) With the award of each grant/cooperative agreement, a sub-account will be set up from which the Recipient can draw down funds. After Recipients complete enrollment in ASAP and link their banking information to the USGS ALC (14080001), it may take up to 10 days for sub-accounts to be activated and for funds to be authorized for drawdown in ASAP.
- (c) Inquiries regarding payment should be directed to ASAP at 855-868-0151.
- (d) Payments may be drawn in advance only as needed to meet immediate cash disbursement needs.

8. Revisions and Prior Approvals

Modifications to this Agreement shall generally be executed by mutual written consent of the parties, with the exception of certain purely administrative changes that may be executed unilaterally by the USGS. Recipients may make certain limited budgetary and programmatic changes without prior USGS approval as outlined in 2 CFR 200.308 and 200.407. Any proposed change which requires prior written approval of the USGS shall be submitted in writing to the address at D.1 at least thirty (30) days prior to the requested effective date of the proposed change. The USGS will respond to the change request within thirty (30) days of receipt.

- (a) Extensions. Recipients are specifically advised that requests for extension or other change to the budget or project period(s) require prior written approval. Such requests must be submitted as outlined above and be accompanied by a statement supporting the extension and a revised budget indicating the planned use of all unexpended funds during the proposed extension period.
- (b) Transfer of Funds. Recipients are specifically advised that prior written approval of the USGS Contracting Officer is not required for transfer of funds between direct cost categories when the cumulative amount of the transfer during the performance period does not exceed ten percent (10%) of the total USGS award. Prior written approval is required from the USGS Contracting Officer for transfers of funds in excess of the ten percent limitation.
- (c) Carry Forward of Funds. Recipients are specifically advised that prior written approval by the USGS Contracting Officer is required to carry forward unobligated balances to subsequent budget periods. It is expected that funds be expended during the budget period for which they are obligated. The request must include the amount of funds to be carried over, why the carry-over of funds is necessary, and for how long the funds should be carried over.

9. General Provisions

(a) Cost Principles, Audit, and Administrative Requirements

The Recipient shall be subject to the following regulations, which are incorporated herein by reference. Copies of these regulations can be obtained from the Internet at:
http://www.whitehouse.gov/omb/grants_docs

☒ Educational Institutions / State and Local Governments / Non-Profit Organizations

2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, as implemented by the Department of the Interior in 2 CFR Part 1402 and 43 CFR Part 12.

(b) Additional Regulations

This award is subject to the following additional Governmentwide regulations:

- 2 CFR 180, Governmentwide Debarment and Suspension (Nonprocurement)
- 2 CFR 182, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

This award is subject to the following additional regulations of the U.S. Department of the Interior:

- 2 CFR Part 1400, Nonprocurement Debarment and Suspension
- 2 CFR Part 1401, Requirements for a Drug Free Workplace (Financial Assistance)
- 43 CFR Part 17, Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- 43 CFR Part 18, New Restrictions on Lobbying
 - Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying
- 43 CFR Part 41, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance *[Applies only if this award provides assistance to an education program or student(s)]*

(c) Additional Articles Required For Compliance with Statute or Regulation

(i) The Seat Belt Provision (Executive Order 13043)

Recipients of grants/cooperative agreements and/or sub-awards are 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 seatbelts and the consequences of not wearing them.

(ii) Federal Leadership on Reducing Text Messaging while Driving (Executive Order 13513)

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.
(http://www.whitehouse.gov/the_press_office/Executive-Order-Federal-Leadership-on-Reducing-Text-Messaging-while-Driving/)

(iii) Use of U.S. Flag Air Carriers (49 USC Section 40118)

Any air transportation to, from, between or within a country other than the U.S. of persons or property, the expense of which will be paid in whole or in part by U.S. Government funding, must be performed by, or under a code-sharing arrangement with, a U.S. flag air carrier if service provided by such a carrier is "available" (49 U.S.C. 40118, commonly referred to as the Fly America Act). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number. See the Federal Travel Regulation §301-10.131 - §301-10.143 for definitions, exceptions, and documentation requirements. (See also Comp. Gen. Decision B-240956, dated September 25, 1991.)

(iv) Trafficking in Persons (2 CFR Part 175)

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 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 Governmentwide Debarment and Suspension (Nonprocurement),” 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 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).

(v) Reporting Subawards and Executive Compensation Information (2 CFR Part 170).

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 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.fsrs.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 b.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*

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 does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

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.

(vi) System of Award Management and Universal Identifier Requirements (2 CFR Part 25)

a. *Requirement for System of Award Management*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. *Requirement for Unique Entity identifier Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. *Definitions*

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - 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; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *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 does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

(vii) Prohibition on Members of Congress Making Contracts with Federal Government (41 USC Section 6306)

No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

(viii) Enhancement of Recipient and Subrecipient Employee Whistleblower Protection (41 USC Section 4712)

- a. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

- b. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- c. The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

(ix) Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements (P.L. 113-235)

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

Insert the following award term if the recipient is an individual, small business, non-profit organization, university or other institution of higher education. This award term does not apply to State, Local or Tribal governments or foreign entities.

(xi) Patent Rights (37 CFR § 401.14)

Unless otherwise provided in the Agreement, if this Agreement is for experimental, developmental, or research work, the following clause (implementing the Bayh-Dole Act, [35 U.S.C. § 200 et seq.]) shall apply. The recipient shall include this clause in all subawards for experimental, developmental, or research activities.

a. *Definitions*

1. INVENTION means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the USC, to 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)) must also occur during the period of 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 Pub. L. 85–536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, 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. NON-PROFIT ORGANIZATION means a domestic 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 (26 U.S.C. § 501(a)) or any domestic non-profit scientific or educational organization qualified under a State non-profit 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 the provisions of this Patent Rights clause and 35 U.S.C. § 203. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world. If the Agreement indicates it is subject to an identified international agreement or treaty, the U.S. Geological Survey (USGS) also has the right to direct the recipient to convey to any foreign participant such patent rights to subject inventions as are required to comply with that agreement or treaty.

b. *Allocation of Principal Rights*

1. The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this Patent Rights clause, including (2) below, and 35 U.S.C. § 203. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world. If the Agreement indicates it is subject to an identified international agreement or treaty, the U.S.

Geological Survey (USGS) also has the right to direct the recipient to convey to any foreign participant such patent rights to subject inventions as are required to comply with that agreement or treaty.

2. If the recipient performs services at a Government owned and operated laboratory or at a Government owned and recipient operated laboratory directed by the Government to fulfill the Government's obligations under a Cooperative Research and Development Agreement (CRADA) authorized by 15 U.S.C. 3710a, the Government may require the recipient to negotiate an agreement with the CRADA collaborating party or parties regarding the allocation of rights to any subject invention the recipient makes, solely or jointly, under the CRADA. The agreement shall be negotiated prior to the recipient undertaking the CRADA work or, with the permission of the Government, upon the identification of a subject invention. In the absence of such an agreement, the recipient agrees to grant the collaborating party or parties an option for a license in its inventions of the same scope and terms set forth in the CRADA for inventions made by the Government.

If a known CRADA exists between the USGS and the recipient, include the CRADA as an attachment and include the following paragraph following b.2.:

USGS has determined that use of alternate paragraph (b) in the preceding clause is required to meet USGS' obligations under (identify CRADA). This determination may be appealed in accordance with 37 CFR 401.4. Recipient agrees that the work performed under this Agreement is directed by USGS to meet the obligations under the CRADA. Recipient further agrees to grant licenses to the government and (insert additional CRADA partner names, if applicable) as necessary to meet USGS' obligations under the CRADA.

- c. *Invention Disclosure, Election of Title and Filing of Patent Applications by Recipient*
 1. The recipient will disclose each subject invention to USGS within two months after the inventor discloses it in writing to recipient personnel responsible for the administration of patent matters. The disclosure to USGS 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 of the nature, purpose, operation, and, to the extent known, 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, 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 USGS, the recipient will promptly notify USGS 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 USGS within two years of disclosure to USGS. 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 U.S., the period for

election of title may be shortened by USGS 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 an 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 U.S. 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 when permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications when such filing has been prohibited by a Secrecy Order.
4. Requests for extension of the time for disclosure to USGS, election, and filing under subparagraphs 1., 2., and 3. may, at the discretion of USGS, be granted.

d. *Conditions When the Government May Obtain Title*

The recipient will convey to USGS, upon written request, title to any subject invention:

1. if the recipient fails to disclose or elect the subject invention within the times specified in paragraph c. above, or elects not to retain title, provided that USGS 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 paragraph c. above, but prior to its receipt of the written request of USGS, the recipient shall continue to retain title in that country; or 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 a reexamination or opposition proceeding on, a patent on a subject invention.

e. *Minimum Rights to Recipient*

1. The recipient will retain a non-exclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the recipient fails to disclose the subject invention within the times specified in paragraph c. above. The recipient's license extends to its domestic subsidiaries 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 made. The license is transferable only with the approval of USGS except when transferred to the successor of that part of the recipient's business to which the invention pertains.
2. The recipient's domestic license may be revoked or modified by USGS 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. 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 discretion of USGS to the extent the recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, USGS 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 USGS 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 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.
- f. *Recipient Action to Protect Government's Interest*
1. The recipient agrees to execute or to have executed and promptly deliver to USGS all instruments necessary to: (i) establish or confirm the rights the Government has throughout the world in those subject inventions for which the recipient retains title; and (ii) convey title to USGS 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 this 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. The disclosure format should require, as a minimum, the information requested by paragraph c.1 above. The recipient shall instruct such employees through the 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 USGS of any decision not to continue 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 30 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 U.S. patent application 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 the U.S. Geological Survey. The Government has certain rights in this invention."
 5. The recipient or its representative will complete, execute and forward to USGS a confirmation of a License to the U.S. Government and the page of a United States patent application that contains the Federal support clause within two months of filing any domestic or foreign patent application.
- g. *Subcontracts*
1. The recipient will include this Patent Rights clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the recipient in

- this Patent Rights clause, and the recipient will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractors' subject inventions.
2. In the case of subcontracts, at any tier, when the prime award by USGS was a contract (but not a cooperative agreement), USGS, subcontractor, and contractor agree that the mutual obligations of the parties created by this Patent Rights clause constitute a contract between the subcontractor and the Foundation with respect to those matters covered by this Patent Rights clause.
- 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 USGS may reasonably specify. The recipient also agrees to provide additional reports in connection with any march-in proceeding undertaken by USGS in accordance with paragraph j. of this Patent Rights clause. As required by 35 U.S.C. § 202(c)(5), USGS agrees it will not disclose such information to persons outside the Government without the permission of the recipient.
- i. *Preference for United States Industry*
Notwithstanding any other provision of this Patent Rights clause, the recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the U.S. 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 U.S. However, in individual cases, the requirement for such an agreement may be waived by USGS upon a showing by the recipient or its assignee that reasonable but unsuccessful efforts have been made to award licenses on similar terms to potential licensees that would be likely to manufacture substantially in the U.S. 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, USGS has the right in accordance with procedures at 37 CFR § 401.6 and USGS regulations at 45 CFR § 650.13 to require the recipient, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, 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, USGS has the right to grant such a license itself if USGS 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 licensee; or
4. such action is necessary because the agreement required by paragraph i. of this Patent Rights clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the U.S. is in breach of such agreement.

k. *Special Provisions for Agreements with Non-profit Organizations*

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

1. rights to a subject invention in the U.S. may not be assigned without the approval of USGS, 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 USGS 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 or engineering research or education; and
4. it will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give preference to a small business firm if the recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally 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 Secretary of Commerce 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 Secretary when the Secretary's review discloses that the recipient could take reasonable steps to implement more effectively the requirements of this paragraph k.4.

l. *Communications*

All communications required by this Patent Rights clause must be submitted through the Office of Policy and Analysis (OPA), U.S. Geological Survey, Reston, VA 20192, gs_usgs_patents@usgs.gov.

(d) Additional General Terms and Conditions

(i) Research Integrity

- 1) USGS requires that all grant or cooperative agreement Recipient organizations adhere to the Federal Policy on Research Misconduct, Office of Science and Technology Policy, December 6, 2000, 65 Federal Register (FR) 76260. The Federal Policy on Research Misconduct outlines requirements for addressing allegations of research misconduct, including the investigation, adjudication, and appeal of allegations of research misconduct and the implementation of appropriate administrative actions.
- 2) The Recipient must promptly notify the USGS Project Office when research misconduct that warrants an investigation pursuant to the Federal Policy on Research Misconduct is alleged.

(ii) Access To Research Data

- 1) Recipients that are institutions of higher education, hospitals, or non-profit organizations are required to release research data first produced in a project supported in whole or in part with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law (e.g., regulations and administrative orders). “Research data” is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. It does not include preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects (e.g., laboratory samples, audio or video tapes); trade secrets; commercial information; materials necessary to be held confidential by a researcher until publication in a peer-reviewed journal; information that is protected under the law (e.g., intellectual property); personnel and medical files and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy; or information that could be used to identify a particular person in a research study.
- 2) These requirements do not apply to commercial organizations or to research data produced by State or local governments. However, if a State or local governmental grantee contracts with an educational institution, hospital, or non-profit organization, and the contract results in covered research data, those data are subject to these disclosure requirements.
- 3) Requests for the release of research data subject to this policy are required to be made to USGS, which will handle them as FOIA requests under 43 CFR 2.25. If the data are publicly available, the requestor will be directed to the public source. Otherwise, the USGS Contract Officer, in consultation with the affected Recipient and the PI, will handle the request. This policy also provides for assessment of a reasonable fee to cover Recipient costs as well as (separately) the USGS costs of responding.

(iii) Conflict of Interest

The Recipient must establish safeguards to prohibit its employees and Subrecipients 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 USGS Contracting 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.

The USGS Contracting Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the USGS Contracting Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the USGS Contracting Officer in writing. 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).

(iv) Program Income

- 1) If the Recipient is an educational institution or nonprofit research organization, any other program income will be added to funds committed to the project by the Federal awarding agency and Recipient and be used to further eligible project or program objectives, as described in 2 CFR 200.307(e)(2).
- 2) For all other types of Recipients, any other program income will be deducted from total allowable costs to determine the net allowable costs before calculating the Government's share of reimbursable costs, as provided in 2 CFR 200.307(e)(1).

(v) Government Furnished Equipment or Equipment Authorized for Purchase

Title to equipment acquired wholly or in part with Federal funds shall be vested in the Recipient unless otherwise specified in the award document. The Recipient shall retain control and maintain an inventory of such equipment as long as there is a need for such equipment to accomplish the purpose of the project, whether or not the project continues to be supported by Federal funds. When there is no longer a need for such equipment to accomplish the purpose of the project, the Recipient shall use the equipment in connection with other Federal awards the Recipient has received. Disposal of equipment shall be in accordance with 2 CFR 200.313.

Insert the following if no equipment will be provided or purchased:

No equipment is provided or authorized for purchase on this grant/cooperative agreement.

Insert the following if property will be provided or purchased:

The following equipment will be vested with the Recipient: (list equipment)

10. Special Provisions

Use this section to insert any special provisions that may be applicable to this Agreement. Otherwise put NONE.

11. Documents Incorporated by Reference and Order of Precedence

(a) Documents Incorporated By Reference

The following documents are hereby incorporated into this Agreement by reference:

- 1) The Recipient's proposal (insert title and date)
- 2) The Recipient's application for financial assistance (SF424, SF424A, SF424B), dated (insert date)
- 3) *Add as necessary*

(b) Order of Precedence

In the event of any inconsistency within this Agreement, the following order of precedence shall be followed:

- 1) The cover page.
- 2) Sections 1 through 10 of this Agreement.
- 3) Documents incorporated by reference (see Section 11) in the order in which they are incorporated.

– END OF ASSISTANCE AWARD DOCUMENT –