

Grant/Cooperative Agreement Award				
1. AWARD NO. FA8650-20-2-AAAA		2. EFFECTIVE DATE		3. PURCHASE REQUEST NO. See Block 16
4. CFDA NO. 12.300		PAGE OF 1 2		
5. ISSUE BY AFRL/RAKHC CODE FA8650 USAF/AFMC AFRL WRIGHT RESEARCH SITE 2130 EIGHTH STREET, BUILDING 45 WRIGHT-PATTERSON AFB OH 45433-7541 ETHAN W. DALE 713-9861 ETHAN.DALE@US.AF.MIL		6. AWARDED TO CAGE CODE		7. AUTHORITY 10 U.S.C. 2358
8. PERIOD OF PERFORMANCE TBD				
9. SCOPE / AGREEMENT TERMS MODEL ASSISTANCE INSTRUMENT - COOPERATIVE AGREEMENT				
MODEL ASSISTANCE INSTRUMENT				
10. RECIPIENT PRINCIPAL INVESTIGATOR		11. OTHER SPONSORING AGENCY(S)		
12. ADMINISTRATIVE OFFICE DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB OH 45433-5302 DCM_DAYTON@DCMA.MIL		13. PAYING OFFICE DFAS CO/COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT QRS P.O. BOX 102206 COLUMBUS OH 43210-0206		
14. STATE JUDGE ADVOCATE OFFICE				
15. GOVT PROGRAM MANAGER (Name, Org, Tel, Email)				
16. ALLOCATED FUNDING: The following funds with associated Accounting Classification reference number(s) (ACRNs) are allotted to this agreement.				
<u>ACRN</u>	<u>FUND CITATION(s)</u>	<u>AMOUNT</u>		
SPECIAL INSTRUCTIONS: PAYMENT WILL BE MADE BY ELECTRONIC FUNDS TRANSFER.				
PAYING OFFICE INSTRUCTIONS:				
PAYMENT SCHEDULE (if applicable):				
17. TOTAL FUNDS OBLIGATED		Government Share	Recipient Share	Total
		\$0.00	\$0.00	\$0.00
19. AMOUNT OF AWARD		Government Share	Recipient Share	Total
		\$0.00	\$0.00	\$0.00
20. OPTIONS		Government Share	Recipient Share	Total
18. INVOICE INSTRUCTION				21. PERIOD
FOR THE RECIPIENT			FOR THE UNITED STATES OF AMERICA	
22. SIGNATURE			23. SIGNATURE	
24. NAME AND TITLE		25. DATE SIGNED	26. NAME AND TITLE	
			GRANTS OFFICER	

<u>ATTACHMENTS</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
ATTACHMENT 1	24		SAMPLE TERMS AND CONDITIONS
ATTACHMENT 2	TBD		NON-PROPRIETARY STATEMENT OF WORK "TITLE OF PROGRAM"

TERMS AND CONDITIONS

ARTICLES

DATE TBD

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1.00 ADMINISTRATIVE REQUIREMENTS AND ORDER OF PRECEDENCE (MAR 2015)

(a) This award is governed by the guidance in 2 Code of Federal Regulations (CFR) part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as modified and supplemented by the Department of Defense's (DoD) interim implementation found at 2 CFR part 1103, "Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR part 200" (79 FR 76047, December 19, 2014), all of which are incorporated herein by reference. Provisions of Chapter I, Subchapter C of Title 32, CFR, "DoD Grant and Agreement Regulations," other than parts 32 and 33, continue to be in effect and are incorporated herein by reference, with applicability as stated in those provisions.

(b) In the event of a conflict between the terms of this agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows:

(1) Federal statutes

(2) Federal regulations

(3) 2 CFR part 200, as modified and supplemented by DoD's interim implementation found in 2 CFR part 1103

(4) Award-specific terms and conditions

(5) Attachments to this award, if any

(c) In case of disagreement with any requirements of this award, the recipient shall contact the grants officer in order to resolve the issue. The recipient shall not assess any costs to the award or accept any payments until the issue is resolved.

1.01 ADMINISTRATIVE RESPONSIBILITIES (MAR 2015)

(a) Government Representatives are:

Grants Officer: **TBD**

Grants Negotiator: **TBD**

Government Program Manager: **TBD**

Finance: **TBD**

Grants Administration Office: **TBD**

Paying Office: **TBD**

1.02 DELEGATION OF ADMINISTRATION (MAR 2015)

The administrative duties listed below have been delegated to the grants administration office:

(a) During performance:

- (1) Approve provisionally all Requests for Advance or Reimbursement (SF 270).
- (2) Perform property administration.
- (3) Perform plant clearance.
- (4) Approve requests for Registration of Scientific and Technical Information Services (DD Form 1540).
- (5) Perform cash management by reviewing quarterly Federal Financial Report (SF 425)

and, after conferring with the AFRL grants officer, make appropriate adjustments to predetermined scheduled payments by modifying the agreement.

(b) Upon expiration of agreements:

- (1) Obtain final payment request, if any.
- (2) Obtain the final Federal Financial Report (SF 425).
- (3) Obtain final property report and dispose of Government property on those assistance awards containing residual Government Property.
- (4) Perform a review of final incurred costs and assist the awarding grants officer in resolving exceptions, if any, resulting from questioned costs.
- (5) Perform cost sharing adjustments, if applicable.
- (6) Assure that all refunds due the Government are received.
- (7) Notify the grants officer when the final SF270 and/or SF425 indicates an unexpended balance.

2.00 TERMINATION (MAR 2015)

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

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

(c) The Government and the recipient will negotiate in good faith an equitable reimbursement for

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

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

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

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

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

2.01 TRAFFICKING IN PERSONS (MAR 2015)

This award is subject to the requirements of section 106 (g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104, as implemented by 2 CFR 175). If the recipient or any subawardee (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during that the period of time of the grant or cooperative agreement is in effect or (ii) uses forced labor in the performance of the grant or cooperative agreement, the Government shall be authorized to terminate the grant or cooperative agreement without penalty.

2.02 ENFORCEMENT (MAR 2015)

In addition to the remedies identified in the article entitled Termination, the Government may use any of the remedies identified in 2 CFR 200 § 338 when determined appropriate.

2.03 MODIFICATIONS (MAR 2015)

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

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

3.00 TITLE TO PROPERTY (MAR 2015)

Unless otherwise stated in the Award, title to personal property acquired with agreement funds shall vest in the recipient upon acquisition, except that supplies shall be managed in accordance with 2 CFR 200 § 314. Title to real property shall vest in the recipient subject to conditions contained in 2 CFR 200 § 311. The recipient shall dispose of real property in accordance with grants officer instructions issued pursuant to 2 CFR 200 § 311.

3.01 PROPERTY SYSTEM (MAR 2015)

The recipient's property system shall meet the standards as set forth in 2 CFR 200 § 310 - 316.

3.02 SCOPE AND MANAGEMENT OF THE PROGRAM (MAR 2015)

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

(b) The recipient shall perform a coordinated research and development program carried out in accordance with the statement of work entitled, "**TITLE TBD**", dated "**DATE TBD**". The recipient shall submit all documentation required by Part 7, Technical and Financial Reporting.

(c) The recipient shall accomplish the overall management, including technical, programmatic, reporting, financial and administrative matters, of the coordinated research program. The Government program manager(s) may interact with the recipient to promote effective collaboration between the recipient and the Government.

3.03 BASE SUPPORT (MAR 2015)

Base support shall be provided by the Government to the recipient in accordance with this article.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this agreement shall be performed.

(b) Following are installations where base support will be provided: _____.

3.04 ACCESS TO USAF BASES, AFRL FACILITIES AND/OR U.S. GOVERNMENT INFORMATION TECHNOLOGY NETWORKS (NOV 2016)

Recipient employees requiring access to USAF bases, AFRL facilities, and/or access to U.S. Government Information Technology networks in connection with the work on this agreement must be U.S. citizens. Possession of a permanent resident card ("Green Card") does not equate to U.S. citizenship. This requirement does not apply to foreign nationals approved by the U.S. Department of Defense or U.S. State Department under international personnel exchange agreements with foreign governments. Any waivers to this requirement must be granted in writing by the Grants Officer prior to providing access. The above requirements are in addition to any other agreement requirements related to obtaining a Common Access Card (CAC).

4.00 INCREMENTAL FUNDING (MAR 2015)

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

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

share, shall be allowable to the same extent as if incurred afterward, unless the grants officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

4.01 PAYMENT-REIMBURSEMENT-WAWF (ONR) (MAR 2015)

(a) The recipient shall request payment by reimbursement by electronically submitting Standard Forms (SF) 270, Requests for Advance or Reimbursement, through Wide Area Work Flow (WAWF), <https://wawf.eb.mil>.

(b) The following codes will be required to route requests and emails correctly through WAWF.

AWARD NUMBER: **TBD**

TYPE OF DOCUMENT: SF 270

CAGE CODE: **TBD**

ISSUED BY DODAAC: **TBD**

ADMIN DODAAC: **TBD**

GOVERNMENT PROGRAM MANAGER: **TBD**

SERVICE ACCEPTOR OFFICE DODAAC: **TBD**

PAY OFFICE DODAAC: **TBD**

APPROVAL OFFICE DODAAC: **TBD**

SEND E-MAIL NOTIFICATIONS for completed SF 270: **TBD**

(c) WAWF has been designated as the Department of Defense (DoD) standard for electronic invoicing and payment. To facilitate this effort for universities and non-profit organizations with awards administered by the Office of Naval Research (ONR) Regional Offices, DoD has established the ONR Electronic Payment System (PayWeb), <https://onronline.onr.navy.mil/payweb/>, as an initial entry point to WAWF. If the recipient participates in the PayWeb system, electronic requests for payment shall be submitted to the Administrative Grants Officer (AGO) at the Administrative Office in Block **TBD** of the award, using the standard PayWeb processes.

(d) Participation in the PayWeb system requires the recipient to obtain an External Certificate Authority (ECA) certificate from an approved certificate authority for access. Operational Research Consultants (ORC), <http://www.eca.orc.com>, and VeriSign, <http://www.verisign.com/gov/ieca>, are approved ECA authorities. Questions or requests for technical assistance in implementing certificates should be addressed to the Navy PKI Help Desk at 1-800-304-4636. The recipient shall contact the AGO at the Administrative Office in Block **TBD** of the award for instructions to register and use WAWF/ PayWeb.

(e) Electronic submission of payment requests requires the recipient to register in WAWF and have the appropriate CAGE code activated. The recipient's System for Award Management (SAM) Electronic Business Point of Contact (EBPOC) is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the recipient's CAGE Code is activated, the CCR EBPOC will self-register in WAWF and follow the instructions for a group administrator. ONR Regional Offices will assist in this process. The ONR Regional Office is listed as the Administrative Office in Block **TBD** of the award.

(f) If the recipient does not participate in the ONR PayWeb system, payment requests may be submitted electronically via WAWF. The recipient shall contact the AGO at the Administrative Office in Block **TBD** of the award for instructions regarding registration in and use of WAWF.

(g) Recipients may also request reimbursement by submitting original SFs 270, Requests for Advance or Reimbursement, to the Administrative Grants Officer (AGO) with a copy to the AFRL Grants/Agreements Officer and AFRL Program Manager.

(h) Final payment will be made only after delivery and acceptance of the final report prepared in accordance with the article entitled **TBD**.

4.02 PAYMENT-REIMBURSEMENT-WAWF (DCMA) (MAR 2015)

(a) The recipient shall request payment by reimbursement by electronically submitting Standard Forms (SF) 270, Requests for Advance or Reimbursement, through Wide Area Work Flow (WAWF), <https://wawf.eb.mil>.

(b) The following codes will be required to route requests and emails correctly through WAWF.

AWARD NUMBER: **TBD**
 TYPE OF DOCUMENT: SF 270
 CAGE CODE: **TBD**
 ISSUED BY DODAAC: **TBD**
 ADMIN DODAAC: **TBD**
 GOVERNMENT PROGRAM MANAGER: **TBD**
 SERVICE ACCEPTOR OFFICE DODAAC: **TBD**
 PAY OFFICE DODAAC: **TBD**
 APPROVAL OFFICE DODAAC: **TBD**
 SEND E-MAIL NOTIFICATIONS for completed SF 270: **TBD**

(c) The customer service number for Vendor Pay is **TBD**. Vendors may also check status of payments through MyInvoice, <https://MyInvoice.csd.disa.mil>. Recipients must register in MyInvoice to gain access.

(d) Alternately, recipients may request reimbursement by submitting original SFs 270, Requests for Advance or Reimbursement, to the Administrative Grants Officer (AGO) with a copy to the AFRL Grants/Agreements Officer and AFRL Program Manager.

(e) To the maximum extent possible, payments will be made by electronic funds transfer (EFT) after AGO approval. Recipients may submit requests for monthly reimbursement when EFT payment is not used or as frequently as necessary when EFT payment is used.

(f) Final payment will be made only after delivery and acceptance of the final report prepared in accordance with the article entitled **TBD**.

4.03 PAYMENT - ADVANCE – WAWF (DCMA) (MAY 2017)

(a) The recipient shall request advance payments by electronically submitting Standard Forms (SF) 270, Requests for Advance or Reimbursement, through Wide Area Work Flow (WAWF) at <https://wawf.eb.mil>. Advances shall be deposited and maintained in interest-bearing accounts unless the conditions of 2 CFR 200 § 305 apply. The Government may unilaterally adjust the schedule of payments, reduce the total amount of the agreement, and/or take other actions permitted by 2 CFR 200 if the recipient's balance of cash on hand becomes excessive as determined by Government monitoring SFs 425, Federal Financial Reports.

(b) The following codes will be required to route requests and emails correctly through WAWF. *[Tailor code information based on local procedures.]*

AWARD NUMBER: **TBD**
 TYPE OF DOCUMENT: SF 270
 CAGE CODE: **TBD**
 ISSUED BY DODAAC: **TBD**
 ADMIN DODAAC: **TBD**
 GOVERNMENT PROGRAM MANAGER: **TBD**
 SERVICE ACCEPTOR OFFICE DODAAC: **TBD**
 PAY OFFICE DODAAC: **TBD**

APPROVAL OFFICE DODAAC: **TBD**
 SEND E-MAIL NOTIFICATIONS for completed SF 270: **TBD**

(c) The customer service number for Vendor Pay is *(insert pay office contact information)*. Vendors can also check status of payments through MyInvoice, <https://MyInvoice.csd.disa.mil>. Recipients must register in MyInvoice to gain access.

(d) Recipients may also request advance payments by submitting original SFs 270, Requests for Advance or Reimbursement, to the Administrative Grants Officer (AGO) with a copy to the AFRL Grants Officer and AFRL Program Manager.

(e) To the maximum extent possible, payments will be made by electronic funds transfer (EFT) after AGO approval. Recipients may submit monthly requests for advance payments when EFT payment is not used or as frequently as necessary when EFT payment is used. Final payment will be made only after delivery and acceptance of the final report prepared in accordance with the article entitled 7.003 "Final Performance Report".

(f) Interest earned from advances deposited in interest-bearing accounts shall be remitted annually to:

Department of Health and Human Services (HHS)
 Payment Management System
 P.O. Box 6021
 Rockville MD 20852

In keeping with EFT rules (31 CFR part 206), recipients shall remit interest to the HHS Payment Management System through an electronic medium such as the Federal Reserve Wire Network (FEDWIRE). Electronic remittance shall include the data and format required to facilitate direct deposit in the HHS account at the Department of the Treasury. Recipients without electronic remittance capability shall send interest earned by check.

4.04 PAYMENT – ADVANCE – WAWF (ONR) (MAY 2017)

(a) The recipient shall request advance payments, subject to the conditions described in 2 CFR 200, by electronically submitting Standard Forms (SFs) 270, Requests for Advance or Reimbursement, through Wide Area Work Flow (WAWF), <https://wawf.eb.mil>. Advances shall be deposited and maintained in interest-bearing accounts unless the conditions at 2 CFR 200 § 305 apply. The Government may unilaterally adjust the schedule of payments, reduce the total amount of the agreement, and/or take other actions permitted by 2 CFR 200 if the recipient's balance of cash on hand becomes excessive as determined by Government monitoring SFs 425, Federal Financial Report.

(b) The following codes will be required to route requests and emails correctly through WAWF. *[Tailor code information based on local procedures.]*

AWARD NUMBER: **TBD**
 TYPE OF DOCUMENT: SF 270
 CAGE CODE: **TBD**
 ISSUED BY DODAAC: **TBD**
 ADMIN DODAAC: **TBD**
 GOVERNMENT PROGRAM MANAGER: **TBD**
 SERVICE ACCEPTOR OFFICE DODAAC: **TBD**
 PAY OFFICE DODAAC: **TBD**
 APPROVAL OFFICE DODAAC: **TBD**
 SEND E-MAIL NOTIFICATIONS for completed SF 270: **TBD**

(c) WAWF has been designated as the Department of Defense (DoD) standard for electronic invoicing and payment. To facilitate this effort for universities and non-profit organizations with awards administered by the Office of Naval Research (ONR) Regional Offices, DoD has established the ONR Electronic Payment System (PayWeb), <https://onronline.onr.navy.mil/payweb/>, as an initial entry point to WAWF. If the recipient participates in the PayWeb system, electronic requests for payment will be submitted to the Administrative Grants Officer (AGO) at the Administrative Office in Block **TBD** of the award using the standard PayWeb processes.

(d) Participation in the PayWeb system requires the recipient to obtain an External Certificate Authority (ECA) certificate from an approved certificate authority for access. Operational Research Consultants (ORC) (<http://www.eca.orc.com>) and VeriSign (<http://www.verisign.com/gov/ieca>) are approved ECA authorities. Questions or requests for technical assistance in implementing certificate should be addressed to the Navy PKI Help Desk at 1-800-304-4636. The recipient shall contact the AGO at the Administrative Office in Block **TBD** of the award for instructions to register and use WAWF and PayWeb.

(e) Electronic submission of payment requests requires the recipient to register in WAWF and have the appropriate CAGE code activated. The recipient's System for Award Management (SAM) Electronic Business Point of Contact (EBPOC) is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the Recipient's CAGE code is activated, the CCR EBPOC will self-register in WAWF and follow the instructions for a group administrator. ONR Regional Offices will assist in this process. The ONR Regional Office is listed as the Administrative Office in Block **TBD** of the award.

(f) If the Recipient does not participate in the ONR PayWeb system, the recipient may submit payment requests electronically via WAWF. The recipient shall contact the AGO at the Administrative Office in Block **TBD** of the award for instructions regarding registration in and use of WAWF.

(g) Recipients may also request reimbursement by submitting original SFs 270, Requests for Advance or Reimbursement, to the Administrative Grants Officer (AGO) with a copy to the AFRL Grants Officer and AFRL Program Manager.

(h) To the maximum extent possible, payments will be made by electronic funds transfer (EFT) after AGO approval. Recipients may submit monthly requests for advance payments when EFT payment is not used or as frequently as necessary when EFT payment is used. Final payment will be made only after delivery and acceptance of the final report prepared in accordance with the article entitled **TBD**.

(i) Interest earned from advances deposited in interest-bearing accounts shall be remitted annually to:

Department of Health and Human Services (HHS)
Payment Management System
P.O. Box 6021
Rockville MD 20852

In keeping with EFT statute, i.e., 31 CFR part 206, recipients shall remit interest to the HHS Payment Management System through an electronic medium such as the Federal Reserve Wire Network (FEDWIRE). Electronic remittance shall include the data and format required to facilitate direct deposit in the HHS account at the Department of the Treasury. Recipients without electronic remittance capability shall send interest earned by check.

4.05 PROGRAM INCOME-RESEARCH (MAR 2015)

(a) Any program income earned shall be used in accordance with 2 CFR 200 § 307 as follows:

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

(2) The recipient may deduct costs associated with generating program income from

gross income to determine program income, provided these costs are not charged to the agreement.

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

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

4.06 COST PRINCIPLES (MAR 2015)

The cost principles applicable to this agreement are contained in 2 CFR 200, Subpart E, Cost Principles. 2 CFR 200 describes the cost principles for determining allowability of costs applicable to lower tier, cost type contracts or awards under this agreement shall be determined by type of entity receiving the lower tier contract or award.

4.07 STANDARDS FOR FINANCIAL MANAGEMENT (MAR 2015)

The recipient's financial management system shall comply with the standards identified in 2 CFR 200 § 302.

4.08 AUDIT REQUIREMENTS (MAR 2015)

The recipient shall comply with the audit requirements of 2 CFR 200, Subpart F Audit Requirements. Subrecipient(s) shall comply with the audit requirements appropriate for the type of entity receiving the award as required.

4.09 RETENTION AND ACCESS TO RECORDS (MAR 2015)

Recipient's financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained and access to them permitted in accordance with 2 CFR 200 § 336.

4.10 REVISION OF BUDGETS AND PROGRAM PLANS (MAR 2015)

The budget plan is the financial expression of the program as approved during the award process. The budget includes the sum of the Government cost share and the recipient cost share, if any. Recipients shall report deviations from budget and program plans and shall request prior approvals for budget and program plan revisions for all situations listed in 2 CFR 200 § 308.

5.00 CLAIMS, DISPUTES, AND APPEALS (MAR 2015)

(a) General. Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this article. Department of Defense (DoD) policy is to resolve issues through discussions and mutual agreement at the grants officer's level prior to submission of a claim. Where unassisted negotiations fail to resolve issues in controversy, the parties agree to consider the use of Alternative Dispute Resolution (ADR) procedures to the maximum extent practicable.

(b) Alternative Dispute Resolution. ADR should be used whenever practicable as a relatively inexpensive and expeditious procedure to resolve issues in controversy. ADR is any mutually agreed to voluntary means of settling issues in controversy without resorting to formal administrative appeals or litigation. ADR techniques shall be mutually agreed to and may be used at any appropriate time during the process.

(c) Claims Resolution Process. When a claim cannot be resolved by the parties, the parties agree to use the procedures identified in DoDGARs 22.815 as the administrative process to resolve claims, disputes and appeals. For purposes of this article the Grant Appeal Authority will be the applicable AFRL Technology Director.

(d) Non-exclusivity of Remedies. Nothing in this article is intended to limit a recipient's right to any remedy under the law.

6.00 INVENTIONS (MAR 2015)

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

(b) Interim or final Invention Reports 1) listing subject invention(s) and stating that all subject inventions have been disclosed, or 2) stating that there are no such inventions, shall be sent to both the Administrative Grants Officer at the address located in the agreement and to the grants officer / patent administrator at det1.afrl.pk.patents@us.af.mil, with a courtesy copy (cc:) to the government Program Manager/Project Engineer. Please include in the subject line of the e-mail the contract number followed by the words "Invention Reporting." Also include in the body of the e-mail the names of the Government Project Engineer/Program Manager and his/her office symbol. The recipient shall file Invention (Patent) Reports on the DD Form 882, Report of Inventions and Subcontracts, as of the close of each performance year and at the end of the term for this agreement. Annual reports are due 90 days after the end of each year of performance and final reports are due 90 days after the expiration of the final performance period. Negative reports are also required annually.

(c) The DD Form 882 may also be used for the notification of any subaward(s) for experimental, developmental or research work which contain a "Patent Rights" clause, with a cc: to the government Program Manager/Project Engineer.

(d) All other notifications (e.g., disclosure of each subject invention to the grants officer within 2 months after the inventor discloses it) shall also be sent to the e-mail address above, with a cc: to the government Program Manager/Project Engineer.

(e) This provision also constitutes the request for the following information for any subject invention for which the recipient has retained ownership: 1) the filing date, 2) serial number and title, 3) a copy of the patent application and 4) patent number and issue date. Submittal shall be to the grants officer / patent administrator e-mail address listed above, with a cc: to the government Program Manager/Project Engineer.

6.01 DATA RIGHTS (MAR 2015)

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

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

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

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

6.02 EXPORT CONTROL (MAR 2015)

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

(b) The recipient shall receive the grants officer approval before assigning or granting access to any work, equipment, or technical data generated or delivered under this agreement to foreign persons or

their representatives. The notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access.

7.00 INTERIM PERFORMANCE REPORTS (MAR 2015)

(a) Recipients shall submit Interim Performance Reports in accordance with this article and 2 CFR 200 § 328. The recipient may submit reports in electronic form.

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

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

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

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

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

(1) AFRL program manager;

(2) administrative grants officer, and

(3) any other sponsoring agency program manager if applicable.

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

7.01 FINANCIAL REPORTS- REIMBURSEMENT (MAR 2015)

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

(1) the Administrative Grants Officer;

(2) AFRL Grants Officer;

(3) AFRL Program Manager; and

(4) any other Program Manager identified in the Award.

7.02 PUBLISHING PROJECT RESULTS (MAR 2015)

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

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

"This material is based on research sponsored by **TBD** under agreement number **TBD** The

U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

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

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

7.03 FINAL PERFORMANCE REPORT (MAR 2015)

(a) Recipients shall submit the Final Performance Report in accordance with this article and 2 CFR 200 § 328. All publications shall contain the notice included in the article entitled Publishing Project Results.

(1) Content: The Final Performance Report will provide a comprehensive, cumulative, and substantive summary of the progress and significant accomplishments achieved during the period covered by the agreement. Each of the topics listed in the article entitled Interim Performance Reports shall be addressed as appropriate. Publications may be bound and attached as appendices.

(2) Format: Submit the Final Performance Report in the following format:

(i) Prepare the Cover/Title Page by completing the Standard Form (SF) 298, Report Documentation Page. In Item 13 include a 100 to 200 word abstract summarizing technical progress during the reporting period. Style is to be third person singular using past tense. Jargon, special symbols or notations, subscripts, mathematical symbols or foreign alphabet letters are not permitted. All pages should be of good quality for copying purposes.

(ii) The report shall be prepared in accordance with American National Standard Institute document ANSI/NISO Z39.18-1995, Scientific and Technical Reports - Elements, Organization, and Design which may be obtained from:
NISO Press Fulfillment Center
PO Box 451
Annapolis Junction MD 20701-0451
<http://www.niso.org>

(iii) Submission. The recipient shall submit the Final Performance Report (with letter of transmittal), in the original (camera ready) and **TBD** copies, to **TBD** within 90 days after completion of the agreement with one electronic copy in MS Word compatible format. Submit one copy of the report to any other program manager identified as other sponsoring agency personnel. Also, provide one copy each of the transmittal letter to:

(A) **TBD** and

(B) administrative grants officer.

(b) Mark all data delivered with the following statement: **TBD**

7.04 REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (MAR 2015)

(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 <http://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:

(1) Subawards, and

(2) 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) 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.

7.05 DISCLOSURE OF INFORMATION (MAR 2015)

(a) The Recipient shall not release to anyone outside the Recipient's organization any unclassified information, regardless of medium (e.g., film, tape, document, media announcements, etc.), pertaining to any part of this agreement or any program related to this agreement unless-

(1) The Agreements Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Recipient shall submit its request to the Agreements Officer at least 65 days before the proposed date for release.

(c) The Recipient agrees to include a similar requirement in each sub-agreement under this agreement. Subrecipients shall submit requests for authorization to release through the prime Recipient to the Agreements Officer.

7.06 REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE(DEC 2015)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in

the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

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

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative

agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

7.07 SOFTWARE (APR 2015)

8.00 PROCUREMENT SYSTEM (MAR 2015)

The recipient's procurement system shall comply with the standards contained in 2 CFR 200 § 317-326.

8.01 CLOSEOUT, ADJUSTMENT, CONTINUING RESPONSIBILITIES AND COLLECTION - REIMBURSEMENT (MAR 2015)

Closeout, adjustment and collection of amounts due shall be accomplished in accordance with 2 CFR 200 § 343, 344, and Subpart F. Final payment cannot be made nor can the agreement be closed out until the recipient delivers to the Government all disclosures of subject inventions required by this agreement, an acceptable final report pursuant to the article entitled Final Performance Report, and all confirmatory instruments. The grants officer may make a settlement for any downward adjustments to the Federal share of costs after closeout reports are received.

8.02 USING TECHNICAL INFORMATION RESOURCES (MAR 2015)

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

8.03 SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS (MAR 2015)

(a) Requirement for System for Award Management (SAM): 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 Data Universal Numbering System (DUNS) 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 DUNS 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 for 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) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

(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.

(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.

9.00 MILITARY RECRUITING ON CAMPUS (MAR 2015)

As a condition for receipt of funds available to the Department of Defense (DoD) under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR 216) that has a

policy or practice that prohibits or, in effect, prevents ROTC or military recruiting on campus, as described in DFARS 252.209-7005(b). If the recipient is determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this agreement, and therefore to be in breach of this clause, the Government will cease all payments of DoD funds under this agreement and all other DoD grants and cooperative agreements to the recipient, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award.

9.01 U.S. FLAG CARRIERS (MAR 2015)

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

9.02 ASSURANCES (MAR 2015)

(a) By signing or accepting funds under the agreement, the recipient assures that it will comply with applicable provisions of the following National policies on:

(1) Prohibiting discrimination:

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

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

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

(iv) On the basis of sex or blindness, in Title IX of the Educational Amendments of 1972 (20 U.S.C. 1681, et. seq.).

(2) The Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p. 799).

(b) The recipient shall obtain assurances of compliance from subrecipients.

9.03 ASSURANCES - TESTING OF HUMANS AND ANIMALS (MAR 2015)

(a) By signing or accepting funds under the agreement, the recipient or consortium assures that it will comply with applicable provisions of the following National policies on:

(1) Prohibiting discrimination:

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

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

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

(2) The Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p. 799).

(3) For humans, the Common Federal Policy for the Protection of Human Subjects, codified by the Department of Health and Human Services at 45 CFR part 46 and implemented by the DoD at 32 CFR part 219.

(4) For animals, rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156); and (ii) the "Guide for the Care and Use of Laboratory Animals," National Institutes of Health Publication No. 86-23.

(b) The recipient shall obtain assurances of compliance from contractors and recipients at lower tiers.

9.04 ASSURANCES - TESTING OF ANIMALS (MAR 2015)

(a) By signing or accepting funds under the agreement, the recipient or consortium assures that it will comply with applicable provisions of the following National policies on:

(1) Prohibiting discrimination:

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

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

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

(2) The Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p. 799).

(3) For animals, rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156); and (ii) the "Guide for the Care and Use of Laboratory Animals," National Institutes of Health Publication No. 86-23.

(b) The recipient shall obtain assurances of compliance from contractors and recipients at lower tiers.

9.05 ASSURANCES - TESTING OF HUMANS (MAR 2015)

(a) By signing or accepting funds under the agreement, the recipient or consortium assures that it will comply with applicable provisions of the following National policies on:

(1) Prohibiting discrimination:

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

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

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

(2) The Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 (3 CFR, 1971-1975 Comp., p. 799).

(3) For humans, the Common Federal Policy for the Protection of Human Subjects, codified by the Department of Health and Human Services at 45 CFR part 46 and implemented by the DoD at 32 CFR part 219.

(b) The recipient shall obtain assurances of compliance from contractors and recipients at lower tiers.

9.06 OFFICIALS NOT TO BENEFIT (SEP 2015)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant, or to any benefit arising from it, in accordance with 41 U.S.C. 6306.

9.07 PROHIBITION ON USING FUNDS UNDER GRANTS AND COOPERATIVE AGREEMENTS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (JUN 2015)

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with section 741 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions."

9.08 PROHIBITION ON USING FUNDS UNDER GRANTS AND COOPERATIVE AGREEMENTS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEC2015)

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or

otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 744 and 745 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions."

9.09 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (JAN 2017)

(a) The Recipient shall not require its employees or subawardees to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subawardees from lawfully reporting waste, fraud, or abuse related to the performance of a Government assistance instrument to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(b) The Recipient shall notify current employees and subawardees that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this article, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this article, are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Recipient is not in compliance with the provisions of this article.

(e) The Recipient shall include the substance of this clause, including this paragraph (e), in subawards.

NON-PROPRIETARY STATEMENT OF WORK