

U.S. DEPARTMENT OF DEFENSE

UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USU)

General Terms and Conditions for Assistance Awards

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**U.S. DEPARTMENT OF DEFENSE  
UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES (USU)**

**General Terms and Conditions for Assistance Awards**

**Article 1. Background**

Public Law 92-426, the Uniformed Services Health Professions Revitalization Act of 1972, authorized the establishment of a Uniformed Services University of the Health Sciences (hereinafter referred to as the Granting Agency or USU).

10 U.S.C. 2113 (j)(1)(A) provides authority for the Secretary of Defense to enter into contracts with, accept grants from, and make grants to the Henry M. Jackson Foundation for the Advancement of Military Medicine [...] or any other nonprofit entity, for the purpose of carrying out cooperative enterprises in medical research, medical consultation, and medical education (hereinafter referred to as the Grantee).

DoD Directive 5105.45 (March 9, 2000) "Uniformed Services University of the Health Sciences," authorizes the Assistant Secretary of Defense (Health Affairs) to exercise the authority granted to the Secretary of Defense in 10 U.S.C. 2113 (j)(1)(A). This authority has been further delegated to the President of USUHS, and to the USUHS Vice President for Resources Management, by DoD Directive 3210.6-R (September 22, 2005) "DoD Grant and Agreement Regulations," under 32 CFR 21.210 (b).

**Article 2. Administrative Requirements, Cost Principles and Other Authorities**

The following administrative requirements, cost principles and other authorities, as applicable, are effective the earlier of (i) the start date of this award or (ii) the date on which the Grantee is authorized to incur costs to be assessed on the award, and are incorporated as part of the grant agreement by reference:

**I. Administrative Requirements**

- A. "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" (2 CFR §215 - OMB Circular A-110)
- B. "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (OMB Circular A-102)

**II. Cost Principles**

- A. "Cost Principles for Educational Institutions" (OMB Circular A-21)
- B. "Cost Principles for State and Local Governments" (OMB Circular A-87)
- C. "Cost Principles for Non-profit Organizations" (OMB Circular A-122); and "Audits of Institutions of Higher Learning and Other Non-Profit Institutions" (OMB Circular A-133)

### III. Other Authorities

- A. Department of Defense Grant and Agreement Regulations (DODGAR) 3210.6-R
- B. Federal Acquisition Regulation, Part 31.2 for Commercial Organizations

#### Article 3. Grantee Responsibility

The Grantee is responsible for the conduct of the research and will exercise appropriate judgment towards attaining the stated research goals and objectives within the terms and conditions of the grant agreement, to include these general terms and conditions.

The Principal Investigator/Program Manager(s), specified in this agreement, will be continuously responsible for the conduct of the research project and will be closely involved with all investigators approved to lead the research effort at all performance sites.

#### Article 4. Prior Approvals and Other Authorizations

- A. Prior Approvals. All prior approvals required by the OMB Circulars A-21, A-87, A-102, 2 CFR §215 - OMB Circular A-110, A-122, and A-133 are waived except the following:

**Change in Scope:** Prior approval is required for changes in scope, direction, or other areas that constitute a significant change from the aims, objectives, or purposes of the approved project.

**Change in Key/Essential Personnel:** Prior approval is required if the Principal Investigator (PI) or other key person named in the grant agreement will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce his or her time devoted to the project by 25 or more percent from the level approved at the time of award. USU must approve any alternative arrangement, including any replacement PI or other key person proposed by the Grantee. The request for approval of a substitute PI/key person should include a justification for the change, the biographical sketch of the individual proposed, other sources of support, and any budget changes resulting from the proposed change. If the arrangement proposed by the Grantee, including the qualifications of any proposed replacement, is not acceptable to USU, the Grantee must provide an acceptable proposal to avoid suspension and/or termination.

**Transfer of Funds:** Prior approval is required for the transfer of funds budgeted for indirect costs to absorb increases in direct costs, or vice versa; transfer of funds between two types of work; transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expenses; and transfer of funds between budget categories when the cumulative amount of such transfers exceeds 25% of the total approved budget for the budget period.

**Equipment Purchase:** Prior approval is required, unless otherwise identified in the budget incorporated as a part of the award, for expenditures for individual items of general purpose equipment and specific purpose equipment costing \$5,000 or more.

**Alterations and Renovations:** Prior approval is required for all alteration and renovation projects exceeding \$300,000.

**Extension of Project Period:** Prior approval is required for extension of a project period. Requests for extension should be submitted in writing at least 30 days before the project period is scheduled to expire. The request must include the proposed revised ending date and must include adequate justification for the extension.

**Foreign Travel:** Prior approval is required for foreign travel unless identified in the proposal or incorporated as part of the award.

**Preaward Costs:** Prior approval is required to incur preaward costs. In the absence of prior approval no work shall be performed. The Grantee may incur preaward costs up to 90 days prior to the start date of the award agreement upon approval of the Grants Officer. Preaward costs as incurred by the Grantee must be necessary for the effective and economical conduct of the project, and the costs must otherwise be allowable in accordance with the appropriate cost principles. Preaward costs are incurred at the Grantee's risk. The incurring of preaward costs by the Grantee does not impose any obligation on the Government in the absence of appropriations, if an award is not subsequently made, or if an award is made for a lesser amount than the Grantee expected.

B. Other Authorizations

**Carryover:** Except for restricted funds, unobligated funds remaining at the end of a budget period are automatically carried over, not to exceed five years from the award date.

Requests for the above approvals must include adequate justification.

**Article 5. Program Income**

Any alternative use or disposition of program income other than that specified in the terms and conditions of the award must have prior approval. An SF-269 Financial Status Report will be prepared by the Grantee to report the amount of program income earned and expended, and the Grantee shall submit the SF-269 no later than 90 calendar days after the end of the reporting period for annual reports.

**Article 6. Annual Adjustment Amounts on USU Grants and Cooperative Agreements**

Annualized costs may be adjusted annually during the term of the agreement provided that any escalation amount is within the **range of 0-3%** of the initial budget estimate(s) submitted prior to award. Requests for adjustments shall be initiated at the Grantee's option. Failure to request an annual escalation adjustment within 30 days of the first anniversary date may constitute a waiver of any increase. Upon approval, the first allowable increase is to be applied on the first anniversary date of this agreement. All requests for escalation adjustments must be made in accordance with sound cost management principles, USU priorities and the anticipated availability of funds. USU reserves the right to deny any escalation adjustment request.

## **Article 7. Salary Limitation**

None of the funds appropriated shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level I of the Federal Executive Pay Scale.

## **Article 8. Award Modification**

The only method by which this award may be modified is by a formal, written modification signed by the grant agreement signatories (or their successors). No other communications, whether oral or in writing, are valid.

Requests by the Grantee to modify the award must be made in writing to the Grants Officer. Modifications shall not be effective until a written modification is signed by the grant agreement signatories (or their successors).

## **Article 9. Notices**

All notices and prior approvals required hereunder shall be in writing and shall be addressed to the parties identified on the grant agreement cover page and/or to other designated government officials.

## **Article 10. Waiver of Rights**

Any waiver of any requirement contained in the grant agreement, to include these general terms and conditions, shall be by mutual agreement of the parties. Any waiver shall be reduced to writing and a copy of the waiver shall be provided to each party.

## **Article 11. Government Interaction**

A. The active participants in the grant agreement are the Uniformed Services University of the Health Sciences (USU) through its granting activity and the Grantee of this award through its research administrators. The funded research programs will be the focus of this program effort. Under separate cover (as applicable) is a list of approved Projects, Titles, Principal Investigators, Location Sites and Performance Periods.

B. For cooperative agreements only, USU will share substantial programmatic involvement with the Grantee. Substantial programmatic involvement is defined as a partnership relationship between the Grantee and USU in which both parties are responsive to the aims of the research program. USU's responsibility for cooperative agreements includes administrative management, program direction and scientific focus through its designated representatives.

C. For all grants and cooperative agreements, USU shall maintain the program's focus to support research and ensure that all research projects meet the basic criteria of good science and military relevancy.

## **Article 12. Statement of Work:**

Proposals will include a detailed description of the research work and budget information. Specialized research information will be included in research project files found in the USU Office of Sponsored Programs (OSP) project file.

**Performance Period:** See Award document.

**Funding:** See Award document.

**Additional Requirements:** See Award document.

## **Article 13. Publication**

Publication of the research project's results in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. One copy of each paper submitted for publication shall be submitted to the Attn: USU Office of Sponsored Programs (OSP) simultaneously with its submission. Following publication, one copy of published papers shall be submitted to the Attn: USU Office of Sponsored Programs (OSP).

## **Article 14. Acknowledgment of Sponsorship**

Information released outside USU relating to this Agreement shall contain the Award Number (e.g., xxxxxx-xx-x-xxxx) and the following statements:

A. "The Uniformed Services University of the Health Sciences (USU), 4301 Jones Bridge Rd., Bethesda, MD 20814-4799 is the awarding and administering office;" and:

B. "This project (or research) is (or was) sponsored by the Uniformed Services University of the Health Sciences (USU); however, the information or content and conclusions do not necessarily represent the official position or policy of, nor should any official endorsement be inferred on the part of, USU, the Department of Defense, or the U.S. Government."

The statement at B above is applicable to all information released through any media such as news releases, articles, manuscripts, brochures, advertisements, posters, motion or still photography (including electronic), speeches, trade and professional association proceedings and symposia.

Public release (outside the USU) shall be coordinated with the USU Office of University Affairs. If the public affairs office of another DoD agency or Public Health Service office has reviewed and approved the public release, written approval from this organization must be sent to the USU Office of Sponsored Programs (OSP).

When issuing statements describing projects involving U.S. Government funding (whether in whole or in part), the Grantee shall clearly state the percentage and total dollar cost of the project financed by the U.S. Government.

## Article 15. Reporting Requirements

All reports and correspondence submitted under the grant agreement shall include the agreement number (e.g. xxxxxx-xx-x-xxxx). A copy of the transmittal shall be provided to the Designated Government Officials.

### A. Progress Reports

The Grantee will submit the Annual Progress Report (see Form 3210 if no other reporting format exists) to the USU Grants Office and Office of Sponsored Programs (OSP) as a part of request for extension of the grant.

**Important: The Progress Report must be accompanied by a financial status report including cumulative funds spent, funds spent during the budget period covered by the report, and remaining unspent balances by budget category.**

### B. Final Progress Reports and Termination/Closeout

No more than ninety (90) calendar days after the expiration of the grant, the Grantee is required to submit the following:

- 1) To USU Office of Sponsored Programs (OSP) - one copy of a Final Progress Report (USUHS Form 3210 may be used if no other reporting format exists); and
- 2) To USU Grants Management Office (GRT) - one copy of the Financial Status Report (SF 269); and original of Grantee's Release (Attachment 3) and Grantee's Assignment of Refunds, Credits, and Other Amounts (Attachment 4).

## Article 16. Payment

Payment methods shall minimize the time elapsing between the transfer of funds from the United States Treasury and the issuance or redemption of checks, warrants, or payment by other means by the Grantee. Payment methods of State agencies or instrumentalities shall be consistent with Treasury-State CMIA agreements or default procedures codified in 31 CFR Part 205.

Grantees may be paid in advance, provided they demonstrate the willingness to maintain:

1. written procedures that minimize the time between the transfer of funds and disbursement by the Grantee, and
2. financial management systems that meet the standards for fund control and accountability as established in 2 CFR §215 - OMB Circular A-110 § 21.

Whenever possible, advances shall be consolidated to cover anticipated funds needs for all awards made by the Federal awarding agency to the Grantee.

1. Advance payment mechanisms include, but are not limited to, Treasury checks and electronic funds transfer.
2. Advance payment mechanisms are subject to 31 CFR, Part 205.

3. Grantees shall be authorized to submit requests for advances and reimbursements at least monthly when electronic funds transfers are not used.

The Grantee shall register with and enter appropriate information in the DoD Central Contracting Registry (CCR). The most efficient means of registering is the Internet Web site at <http://www.ccr.gov>.

Electronic Funds Transfer (EFT) refers to Attachment Section for EFT description and instructions. The Grantee may enroll for EFT via the Internet at <http://www.dfas.mil/contractorpay/electroniccommerce/electronicfundstransfer.html>. The EFT registration form must be sent to the applicable DFAS Pay Office station specified in the Agreement.

Instructions for the Standard Form 270 (Request for Advance/Reimbursement) are available at web site <http://www.acf.hhs.gov/programs/ofs/grants/sf270.pdf>.

A similar version of the SF270 invoice is also available in the USU Grants Management Office. An electronic copy of the [MS Excel] document will be provided upon request.

All payments pertaining to this award shall contain the following information in order to be processed for payment:

(Grantee's) Name and Address.

USU Award No.: (e.g., xxxxxx-xx-x-xxxx)

Invoice No.:

Appropriation/Fund Cite (if applicable):

Invoices/payment requests will be submitted to the paying station address cited in the award document.

#### **Article 17. Site Visits**

The Grants Officer, through authorized representatives, has the right at all reasonable times to make site visits to review project accomplishments and to provide such technical assistance as may be required. If any site visit is made by the Government representative on the premises of the Grantee or sub-Grantee, the Grantee shall provide, and shall require its sub-Grantees to provide, all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluation shall be performed in such a manner that will not unduly interfere with or delay the work.

#### **Article 18. Property**

##### **Title to Property Acquired with Federal Funds**

Unless otherwise specified in the Award Schedule, title to all items of tangible personal property acquired with Federal funds under this award shall vest in the Grantee upon acquisition without further obligation to the Federal Government.

Real property acquired in whole or in part with Federal funds shall be governed by the DOD Grant and Agreement Regulations (DODGAR) 3210.6-R, Paragraph 32.32.

### **Federally Owned Property**

Title to Federally owned property remains vested in the Federal Government and is subject to the requirements of the DODGAR 3210.6-R, Paragraph 32.33.

### **Intangible Property (Educational and Non-Profit)**

Rights in technical data, patents, inventions, and computer software under this award shall be as specified in the DODGAR 3210.6-R, Paragraph 32.36.

### **Article 19. Patents and Inventions**

Patent rights and inventions as specified in the Clause, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements" (37 CFR Part 401), are incorporated as part of the agreement by reference.

Invention reports are due annually and at the end of the period of the award. Annual reports are due 30 calendar days after the anniversary date of the award and final reports are due 30 calendar days after the expiration of the award. The award will NOT be closed out until all invention reporting requirements are met.

### **Article 20. Copyright, Computer Software, and Data Rights**

The Grantee has the right to protect by copyright original works developed under the agreement. All copyrights, rights and title to data, and technical data generated under the Agreement shall vest in the Grantee. The Grantee hereby grants to the U.S. Government a royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use for Federal purposes any copyright protected material, computer software, data, technical data, or other work produced under this award and the right to authorize others to do so.

### **Article 21. Disputes**

Disagreements between the Grantee and the Grants Officer shall, to the maximum extent possible, be resolved by negotiation and mutual agreement at the Grants Officer level. If agreement cannot be reached, then alternative dispute resolution (ADR) may be implemented, provided the parties

agree to ADR. If the parties cannot agree on the use of ADR procedures, the Grantee can submit, in writing, a disputed claim or issue to the Grants Officer. The Grants Officer will consider the claim or disputed issue and prepare a written decision within 60 days of receipt. The Grants Officer's decision will be final. The Grantee may appeal the decision within 90 days after receipt of such notification. Appeals will be resolved by the Head of the Contracting Activity. The decision by the Head of the Contracting Activity will be final and not subject to further administrative appeal. The Grantee does not waive any legal remedy, such as formal claims, under Title 28 United State Code 1492, by agreeing to this provision.

## **Article 22. Suspension and Termination**

The Grants Officer may terminate this agreement or suspend it in whole or in part, by written notice to the Grantee upon a finding that the Grantee has failed to comply with material provisions of this agreement, if the Grantee materially changes the objective of the research program, or if appropriated funds are not available to support the program. The Grants Officer may immediately suspend or terminate the award without prior notice when such action is necessary to protect the interests of the Government.

Additionally, this agreement may be terminated by either party upon written notice to the other party, based upon a reasonable determination that the project will not produce beneficial results commensurate with the expenditure of resources. Such written notice shall be preceded by consultation between the parties. In the event of a termination, the Government shall have a paid-up license in any subject invention, copyright work, data or technical data made or developed under this agreement.

No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of the Grants Officer, the Grantee could not reasonably avoid or eliminate, or which were otherwise authorized by the suspension or termination notice, provided such costs would otherwise be allowable under the terms of the award and the applicable Federal cost principles. In no event will the total of payments under a terminated award exceed the amount obligated in this award.

## **Article 23. Award Close Out with Advance Payments**

USU will close out grants as soon as possible after the expiration of a grant that will not be extended or after termination of a grant as provided in 45 CFR 74.73 or 92.50. Closeout includes timely submission of all required reports and adjustments for amounts due to the Grantee or USU. Following the closeout, the Grantee remains obligated to return funds due as a result of later refunds, corrections, or other transactions, and the Federal Government may recover amounts based on the results of an audit covering any part of the period of grant support.

## **Article 24. Compliance Requirements for Research**

### **I. Use of Human Subjects in Research**

- A. Research involving human subjects must be conducted in full compliance with the provisions of all applicable Federal regulations and DoD policies including:
  - 45 CFR 46      DHHS Regulations      Protection of Human Subjects
  - 32 CFR 219      DoD Regulations      Policy for Protection of Human Subjects
  - 21 CFR 50      FDA Regulations      Protection of Human Subjects
  - 21 CFR 56      FDA Regulations      Institutional Review Boards
  - 21 CFR 312      FDA Regulations      Investigational New Drug Application
  - 21 CFR 812      FDA Regulations      Investigational Device Exemptions
  - 10 U.S.C. 980      Limitations on use of humans as experimental subjects
  - 24 U.S.C. 30      Payments to donors of blood for persons undergoing treatment at Government expense
  - DoDD 3216.2      Protection of Human Subjects and Adherence to Ethical Standards in DoD-Supported Research

- B. The Grantee and any sub-Grantee(s), shall not conduct ANY research under this award involving humans as research subjects or human anatomical materials until all of the following conditions are met:
- 1) the research protocol(s) and consent form(s), if any, have been reviewed and approved by a duly constituted cognizant Institutional Review Board (IRB) or other specified committee that has local authority (e.g., a committee with responsibility for human anatomical materials);
  - 2) copies of the research protocol(s) and consent form(s), if any, the IRB committee approval notification along with the appropriate committee stipulations (if applicable, include the DoD Multiple Project Assurance, and/or DHHS Federal Wide Assurance (FWA)), and certification of human subjects protections training and CVs of research personnel, have been submitted to the USU Office of Sponsored Programs (OSP); and
  - 3) the Grantee has received written approval from the USU Office of Sponsored Programs (OSP) that all assurances, including approval for human subject use, have been accepted.
- C. Any anatomical materials (organs, tissues, or tissue fluids) linked by identifiers to a particular person and used for research under this agreement shall be voluntarily donated for the purpose of research or investigation. The donor shall be the person from whom the substance is removed or, in the event of death or legal disability of the person from whom the substance is removed, the next of kin or legal representative of such person. Voluntary donation shall be made by written consent and the donor shall relinquish all ownership and/or rights to the substance. All human anatomical substances used in research under this agreement shall be lawfully acquired. It should be noted that a general autopsy consent form or a consent to perform surgery, in and of itself, is not adequate. If excised or autopsy tissue is to be used, the protocol should include a copy of the consent form used to obtain the tissue.
- D. Prohibition of the Use of Human Subjects and Human Anatomical Materials: In the performance of this agreement, the Grantee agrees not to come into contact with, use or employ, or subcontract for the use or employment of any human subjects and/or human anatomical materials for research, experimentation, tests, or other treatment outside of the scope of work as set out in the agreement without the expressed written approval from the USU Office of Sponsored Programs (OSP).

## **II. Animal Welfare**

Any Grantee performing research on warm blooded vertebrate animals shall comply with the Laboratory Animal Welfare Act of 1966, as amended, (7 U.S.C. 2131 et seq.), and the regulations promulgated thereunder by the Secretary of Agriculture (9 CFR, Subchapter A, Parts 1 through 4) pertaining to the care, handling, and treatment of vertebrate animals held or used for research, teaching, or other activities supported by Federal awards. In addition, the Grantee shall comply with the provisions of DoD Directive 3216.1 "The Use of Animals in DoD Programs" (April 17, 1995) as implemented by USUHS Instruction 3203, SECNAVINST 3900.38C, AFMAN 40-401(I), and DARPAINST 18 (December 1, 2003).

The Grantee must ensure that the guidelines described in National Research Council publication "Guide for the Care and Use of Laboratory Animals" (1996) are followed.

## **III. Live Organisms**

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

- A. Rules concerning animal acquisition, transport, care, handling, and use in: (i) 9 CFR, Parts 1-4, Department of Agriculture regulations that implement the Laboratory Animal Welfare Act of 1966, as amended, (7 U.S.C. 2131-2156); and (ii) the "Guide for the Care and Use of Laboratory Animals" (National Research Council publication, 1996); and
- B. Regulations of the Departments of the Interior (50 CFR Parts) and Commerce (50 CFR, Parts 217-227) that implement statutes and conventions on the taking, possession, transport, sale, purchase, export, or import of wildlife and plants, including the Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

## **IV. Research Involving Recombinant DNA Molecules**

Any Grantee performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules agrees to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules" (49 CFR 46266 or later revision).

## **V. Environmental Standards**

1.) By signing this agreement or accepting funds under this agreement, the Grantee assures that it will:

A. Comply with the Clean Air Act (42 U.S.C.1857), as amended; the Water Pollution Control Act (33 U.S.C. 1251), as amended; Executive Order No. 11738, and the related regulations of the Environmental Protection Agency (40 CFR, Part 15). In accordance with the EPA regulations, the Grantee further assumes that it will:

- (1) not use any facility on the EPA's List of Violating Facilities in performing any award that is not exempt under 40 CFR 15.5 as long as the facility remains on the list; and
- (2) notify the awarding agency if it intends to use a facility in performing this award that the Grantee knows has been recommended for placement on the List of Violating Facilities.

B. Identify to the awarding agency any impact this award may have on:

- 1) the environment, to include the quality of the human environment, and provide assistance the Granting Agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. Seq.) and to prepare Environmental Impact Statements or other required environmental documentation. The Grantee agrees, in such cases, to take no action that will have an adverse environmental impact until the USUHS Grants Officer provides written notification of compliance with the environmental impact analysis process;
- 2) construction, land acquisition, or development, flood-prone areas, and provide assistance the Granting Agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which requires flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas;
- 3) For any agreement where the Grantee is a state or local government and that may affect the coastal zone, coastal zones, and provide assistance the Granting Agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning the protection of U.S. coastal resources;
- 4) barriers along the Atlantic and Gulf coasts and Great Lakes' shores, coastal barriers, and provide assistance the Granting Agency may need to comply with Coastal Barriers Resource Act (16 U.S.C. 3501, et seq.), concerning the preservation of barrier resources;
- 5) existing or proposed elements of the National Wild and Scenic Rivers system or any existing or proposed component of the National Wild and Scenic Rivers system, and provide assistance the Granting Agency may need to comply with the National Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.); and
- 6) construction in any area with aquifer that the EPA finds would create public health hazard, if contaminated underground sources of drinking water in areas that have an aquifer that is the principal drinking water source, and provide assistance the Granting Agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).

## **VI. National Historic Preservation**

For any agreement that may impact a historic property, the Grantee agrees to identify to the Granting Agency any property listed or eligible for listing on the National Register of Historic Places affected by this award, and to provide any help the Granting Agency may need with respect to this award to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.) as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR, Part 800 and Executive Order 11593 [3 CFR, 1971-1975 Comp., page 559].

### **Article 25. U.S. Flag Air Carriers and Cargo Preference**

A. U.S. Flag Air Carriers. This clause applies if the agreement is for more than \$50,000 and U.S. Government-financed international air transportation of personnel (and their personal effects) or property shall occur in the performance of the agreement. Under the Fly America Act, as codified at 49 U.S.C. 1517, agreement funds may be used by the Grantee for air travel on non-U.S. flag air carriers only as allowed under the following guidelines:

- 1) Regulations implementing the Fly America Act included in the Federal Travel Regulations, specifically at 41 CFR 301-3.6(b); and
- 2) guidelines implementing the Act issued periodically by the Comptroller General of the United States under Decision B-138942, most recently in an unpublished decision of March 31, 1981.

B. Cargo Preference. The Grantee agrees to comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50% of equipment, materials, or commodities procured or otherwise obtained under this agreement, and which may be transported by ocean vessel, shall be transported on privately-owned U.S.-flag commercial vessels, if available.

### **Article 26. Lobbying Restriction**

Grantees of Federal grants, cooperative agreements, contracts, and loans are prohibited by 31 U.S.C. 1352, "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," from using appropriated Federal funds to pay any person for influencing or attempting to influence any officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with respect to the award, continuation, renewal, amendment, or modification of any of these instruments.

If the total amount of the agreement exceeds \$100,000 then the following, based on 45 CFR Part 93, the Grantee must certify that:

- It has not made, and will not make, such a prohibited payment;
- It will be responsible for reporting the use of nonappropriated funds for such purposes; and
- It will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and contractors.

## **Article 27. Officials Not To Benefit**

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

## **Article 28. Military Recruiting on Campus**

If applicable, the Grantee must be in compliance with the DoD FAR Supplement (DFARS) 252.209-7005, "Military Recruiting on Campus."

## **Article 29. Activities Abroad**

Project activities carried on outside the United States must be coordinated as necessary with appropriate Government authorities and appropriate licenses, permits, or approvals must be obtained prior to undertaking proposed activities. The Granting Agency does not assume responsibility for Grantee compliance with the laws and regulations of the country in which the activities are to be conducted.

## **Article 30. Classified Information**

If this agreement involves classified information, the Grantee agrees:

- A. To safeguard and protect classified information in accordance with the National Industrial Security Program Operating Manual (NISPOM), Executive Order 12958, and other applicable DoD regulations;
- B. to prevent classified information from being removed from the DoD installation and to ensure that classified information is not stored at the industrial home site location;
- C. to not disclose any classified information to a foreign government or institute;
- D. to not process classified information on an Automated Information System that is not designated for classified use or given prior approval;
- E. to establish procedures to prevent unauthorized disclosures of classified information;
- F. to be subject to periodic government reviews and inspections related to classified information;
- G. to report all events that impact the status of an employee's personnel clearance or events that compromise proper safeguarding of classified information;
- H. to advise all cleared employees of their individual responsibility for safeguarding classified information and to provide appropriate security training to these employees as applicable; and
- I. to submit reports to the Grantee's Security Officer concerning actual, probable or possible espionage or subversive activities.

## Article 31. Publications and Websites

OMB publications may be obtained from:

OFFICE OF MANAGEMENT AND BUDGET  
EOB PUBLICATIONS OFFICE  
NEW EXECUTIVE OFFICE BUILDING  
725 17TH STREET, NW  
WASHINGTON DC 20503 TELEPHONE (202) 395-3993

Office of Management and Budget:

OMB Circular Website: <http://www.whitehouse.gov/omb/circulars>.

DoD Grant Agreement Regulations publications:

DODGAR Website: <http://www.dtic.mil/whs/directives/corres/html/321006r.htm>

Code of Federal Regulation:

CFR Website: <http://www.gpoaccess.gov/cfr/index.html>

## Article 32. Trafficking in Persons

**Summary:** For any grants and cooperative-agreements in which funds are provided to private entities, including sub-awardees, USU shall unilaterally terminated without penalty any agreement in which the grantee or subgrantee (i) engages in severe form of trafficking in person or has procured a commercial sex act any time during the period of time that the agreement is in effect or (ii) uses forced labor in the performance of the agreement. It is the responsibility of the grantee to promptly notify USU of any known violation of this clause by any subcontractor or any employee under the grant.

Grants or cooperative agreements shall be consistent with the Trafficking Victims Protection Reauthorization Act of 2003 amending the Trafficking Victims Protection Act of 2000 as established in 2 CFR, Part 175.

The grants or cooperative agreements are subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). See below.

**According to the Office of Management and Budget, grants and cooperative agreements must include the following language for consistency among all agencies:**

- a. *Provisions applicable to a recipient that is a private entity.*
  1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect;  
or
    - iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - A. Associated with performance under this award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1125.
- b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - i. Associated with performance under this award; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1125.
- c. *Provisions applicable to any recipient.*
  1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
  1. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through

the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

**ELECTRONIC FUNDS PAYMENT**

**Payment on this grant will be made by Electronic Funds Transfer (EFT). The Grantee must comply with the following to receive payment by EFT.**

**Note: substitute the word “grant” for the word “contract.”**

**52.232-33 Payment by Electronic Funds Transfer—Central Contractor Registration.**

As prescribed in 32.1110(a)(1), insert the following clause:

**PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

**CENTRAL CONTRACTOR REGISTRY**

Effective 1 June 1998 all contractors, vendors and grantees doing business with the Department of Defense (DoD) must be registered in the Central Contractor Registry (CCR) and receive from the DoD a Trading Partner ID Number (TPIN). The CCR is designed to present a single face to industry and be a single point of registration for all DoD contractors, vendors, and grantees. The CCR will consolidate and collect all vital data (DUNS/DUNS+4 number, CAGE Code, Federal Tax ID No., SIC Code, EFT Information, etc.) necessary for DoD to do business with the vendor, contractor, or grantee into as single electronic data base. To register, follow these four steps:

1. Contact Dun and Bradstreet for a DUNS/DUNS+4 number
2. Contact your financial institution for EFT
3. Contact the IRS for a TIN
4. Contact the CCR to register and receive a TPIN.

**DUNS/DUNS+4 Number:**

DoD uses the vendor/contractor/grantee business name and DUNS/DUNS+4 number as the primary identification code. Your organization must have a DUNS/DUNS+4 number to do business with the DoD. A DUNS/DUNS+4 number can be obtained from the Dun and Bradstreet Customer Service Information Resources Center by calling 1-800-333-0505.

**EFT:**

See Attachment 1.

**Taxpayer ID Number (TIN):**

The TIN is the employer ID number issued by the Internal Revenue Service. Check with your human resource or payroll office. If your organization does not have a TIN, contact the IRS at 1-800-829-1040.

**Central Contractor Registry (CCR):**

DoD Contracting Officers must validate that the potential grantee is registered in the CCR prior to making the award. You may register via the Internet by going to the CCR Web Site at <http://www.ccr.gov/>. For questions and registration assistance, call the DoD Electronic Commerce Information Center at 1-800-334-3414. When your register, you will receive a CAGE Code. Shortly thereafter, you will receive a Trading Partner ID Number from the DoD.

**GRANTEE'S RELEASE**

Pursuant to the terms of Grant/Contract Number HU0001-\_\_\_\_\_ (USUHS Grant Number \_\_\_\_\_) and in consideration of the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) which has been or is to be paid under the said grant to

\_\_\_\_\_  
(Grantee's Name & Address)

or to its assignees, if any, the Grantee, upon payment of said sum by the United States of America (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said grant except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are susceptible of exact statement by the Grantee, as follows:
  - A. claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Grantee to third parties arising out of the performance of the said grant which are not known to the Grantee on the date of the execution of this release and of which the Grantee gives notice in writing to the Grant Officer within the period specified in the said grant; and
  - B. claims for reimbursement of costs (other than expenses of the Grantee by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Grantee under the provisions of the said grant relating patents.

In connection with patent matters and with claims which are not released as set forth above, the Grantee agrees to comply with all of the provisions of the said grant including, without limitation, those provisions relating to notification to the Grant Officer and relating to the defense or prosecution of litigation.

**IN WITNESS WHEREOF**, this assignment has been executed this \_\_\_ day of \_\_\_\_\_ 20\_\_.

Witness:

\_\_\_\_\_  
(printed name), \_\_\_\_\_ (signature),  
and \_\_\_\_\_ (title)

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ (official title) of the corporation/organization named as Grantee in the foregoing release; that \_\_\_\_\_ (name) who signed said release on behalf of the Grantee was then \_\_\_\_\_ (official title) of said corporation/organization; and that said release was duly signed and is within the scope its corporate powers.

(CORPORATE/ORGANIZATION SEAL) \_\_\_\_\_

**ATTACHMENT 4**

**GRANTEE'S ASSIGNMENT OF REFUNDS, CREDITS,  
AND OTHER AMOUNTS**

Pursuant to the terms of Grant/Contract Number and in consideration of the reimbursement of costs and payment of fee, as provided in the said grant and any assignment thereunder, the

\_\_\_\_\_ *(Grantee's Name & Address)*

does hereby:

1. assign, transfer, set over and release to the United States of America (hereinafter called the Government), all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said grant, together with all the rights of action accrued or which may hereinafter accrue thereunder.
2. agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due and to promptly forward to the Grant officer checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Grant Officer as stated in the said grant and may be applied to reduce any amounts otherwise payable to the Government under the terms thereof.
3. agree to cooperate fully with the Government as to any claim or suit in connection with refund, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

**IN WITNESS WHEREOF**, this assignment has been executed this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_.

Witness:

\_\_\_\_\_ *(printed name)*, \_\_\_\_\_ *(signature)*,  
and \_\_\_\_\_ *(title)*

**CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ *(official title)* of the corporation/organization named as Grantee in the foregoing release; that \_\_\_\_\_ *(name)* who signed said release on behalf of the Grantee was then \_\_\_\_\_ *(official title)* of said corporation/organization; and that said release was duly signed and is within the scope its corporate powers.

(CORPORATE/ORGANIZATION SEAL) \_\_\_\_\_