NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)

Annual Appropriations Act

1. DATE ISSUED *MM/DD/YYYY*
02/16/2022

1a. SUPERSEDES AWARD NOTICE dated
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
15.945 - Cooperative Research and Training Programs – Resources of the National Park System

3. ASSISTANCE TYPE Master Cooperative Agreement

4. GRANT NO. P22AM00195-00
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN P22AM00195

5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
From 02/18/2022 **Through** *MM/DD/YYYY* 02/17/2027

7. BUDGET PERIOD *MM/DD/YYYY*
From 02/18/2022 **Through** *MM/DD/YYYY* 02/17/2027

8. TITLE OF PROJECT (OR PROGRAM)
ASALH CESU MCA

9a. GRANTEE NAME AND ADDRESS
Association for the Study of African American Life and History
2225 Georgia Ave NW Ste 331
Washington, DC 20059-1014

9b. GRANTEE PROJECT DIRECTOR
SYLVIA CYRUS
2225 GEORGIA AVE NW STE 331
WASHINGTON, DC 20059-1014
Phone: 2022385910

10a. GRANTEE AUTHORIZING OFFICIAL
SYLVIA CYRUS
2225 GEORGIA AVE NW STE 331
WASHINGTON, DC 20059-1014
Phone: 2022385910

10b. FEDERAL PROJECT OFFICER
Dr. Danny Filer
301 Braddock Road
NCA RESS
Frostburg, MD 21532-2128
Phone: 3014912465

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation — II

a.	Salaries and Wages	$	0.00
b.	Fringe Benefits	$	0.00
c.	Total Personnel Costs	$	0.00
d.	Equipment	$	0.00
e.	Supplies	$	0.00
f.	Travel	$	0.00
g.	Construction	$	0.00
h.	Other	$	0.00
i.	Contractual	$	0.00
j.	TOTAL DIRECT COSTS	$	0.00
k.	INDIRECT COSTS	$	0.00
l.	**TOTAL APPROVED BUDGET**	$	0.00
m.	Federal Share	$	0.00
n.	Non-Federal Share	$	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	0.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$	0.00
13. Total Federal Funds Awarded to Date for Project Period	$	0.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ● Yes ○ No)

GRANTS MANAGEMENT OFFICIAL:

Laquita Palmer, GMS
1100 Ohio Dr. S.W.
Washington, DC 20242-1000
Phone: 2026197082

17. VENDOR CODE 0071304338 **18a. UEI** **18b. DUNS** 048011530 **19. CONG. DIST.** 00

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
02/18/2022	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	02/17/2027	Final	06/17/2027

AWARD ATTACHMENTS

ASSOCIATION FOR THE STUDY OF AFRICAN AMERICAN LIFE AND HISTORY P22AM00195-00

1. P22AM00195 MCA

Processing & Tracking Information

Project Title: Provide Research, technical assistance, and education for resource management and research
CFDA: 15.945 Cooperative Research and Training Programs Resources of the National Park System
Park/Program: National Capital Area Regional Office
CESU (if applicable): Chesapeake Watershed CESU Research Network
ATR: Danny Filer
Awarding Officer/Specialist: LaQuita Palmer
Principal Investigator/Recipient Contact: Sylvia Cyrus
Proposed Period of Performance: 02/18/2022 – 02/17/2027
Federal Funding Request: $0
Cost Share (if applicable): $0

Master Cooperative Agreement P22AM00195

Between
THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
AND
Association for the Study of African American Life and History
301 Rhode Island Avenue, NW
Suite 2204
Washington, DC 20001
DUNS: 048011530

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ARTICLE I – DEPARTMENT OF THE INTERIOR STANDARD TERMS AND CONDITIONS

Recipients must adhere the Department of Interior Standard Terms and Conditions located at https://www.doi.gov/grants/doi-standard-terms-and-conditions.

ARTICLE II – LEGAL AUTHORITY

NPS enters into this Agreement pursuant to:

a. 54 U.S.C. § 100703 - Agreements with Educational Institutions to Study National Park System Resources and Non-Park Service Resources: *The NPS is authorized and directed to enter into cooperative agreements with colleges and universities, in partnership with other Federal and State agencies, to establish cooperative study units to conduct multi-disciplinary research and develop integrated information products on the resources of the National Park System or the larger region of which parks are a part.*

b. 54 U.S.C. § 101702(b) – Cooperative Research and Training Programs:
The NPS is authorized to enter into cooperative agreements with public or private educational institutions, States, and their political subdivisions, for the purpose of developing adequate, coordinated, cooperative research and training activities

concerning the resources of the NPS, and to make available support such as staff, financial assistance for mutually agreed upon research projects, and supplies, as appropriate.

c. 54 U.S.C. § 101702(a) – Agreements for the Transfer of Appropriated Funds to Carry out NPS Programs: *The NPS is authorized to enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs.*

d. 54 U.S.C. § 101702(d)(1) – Cooperative Agreements for National Park Natural Resource Protection: *The NPS is authorized to enter into cooperative agreements with State, local, or tribal governments, other Federal agencies, other public entities, educational institutions, private nonprofit organizations, or participating private landowners for the purpose of protecting natural resources of units of the National Park System through collaborative efforts on land inside and outside of National Park System units.*

e. 54 U.S.C. § 200103(g)(1) - Outdoor Recreation of Programs, Research and Education: *The NPS is authorized to sponsor, engage in, and assist in research relating to outdoor recreation, directly or by contract or cooperative agreements, and make payments for such purposes without regard to the limitations of section 3324(a) and (b) of title 31 concerning advances of funds when he considers such action in the public interest, (2) undertake studies and assemble information concerning outdoor recreation, directly or by contract or cooperative agreement, and disseminate such information without regard to the provisions of section 3204 of title 39, and (3) cooperate with educational institutions and others in order to assist in establishing education programs and activities and to encourage public use and benefits from outdoor recreation.*

ARTICLE III – PERFORMANCE GOALS AND PROJECT OBJECTIVES

The partnership proposed by the Recipient was selected due to merit review evaluations from the 2017 Notice of Funding Opportunity P17AS00037. The Recipient demonstrated expertise in disciplines and subject areas of relevance to cooperative research and training. The Recipient met the program interests of NPS with expertise, facilities, experience, diversity of programs, and history of collaborative research projects.

The Recipient will help the NPS Cooperative Ecosystem Studies Units (CESU) network to meet its objectives to:

- Provide research, technical assistance and education to NPS for resource management;
- Develop a program of research, technical assistance and education that involves the biological, physical, social, and cultural sciences needed to address resources issues and interdisciplinary problem-solving at multiple scales and in an ecosystem context at the local, regional, and national level; and

- Place special emphasis on the working collaboration among NPS, universities, and their related partner institutions.

Title: Provide research, technical assistance and education for resource management

The CESU network seeks to provide scientifically -based information on the nature and status of selected biological, physical, and cultural resources occurring within NPS parks in a form that increases its utility for making management decisions, conducting scientific research, educating the public, developing effective monitoring programs, and developing management strategies for resource protection.

Studying the resources present in NPS parks benefits the Recipient's goal of advancing knowledge through scientific discovery, integration, application, and teaching, which lead toward a holistic understanding of our environmental and natural resources.

The Recipient is a research university, sharing research, educational, and technological strengths with other institutions. Through inter-institutional collaboration, combined with the unique contributions of each constituent institution, the Recipient strives to contribute substantially to the cultural, economic, environmental, scientific, social and technological advancement of the nation.

For performance under this cooperative agreement, the regulations set forth in 2 CFR, Part 200, supersedes OMB Circulars A–21 (2 CFR 220), A–87 (2 CFR 225), A–110, and A–122 (2 CFR 230); Circulars A–89, A–102, and A–133; and the guidance in Circular A–50 on Single Audit Act follow–up apply. The Recipient shall adhere to 2 CFR, Part 200 in its entirety in addition to any terms and conditions of the master agreement not superseded by 2 CFR 200, as well as the terms and conditions set forth in this Agreement. In the event of a conflict between the original terms of the master agreement and 2 CFR, Part 200, relating to this task agreement, 2 CFR, Part 200 shall take precedence.

This Agreement is entered into to establish a general collaborative framework under which the Parties can decide to enter into specific collaborative task agreements. Any such Projects will be subjects to the terms stated herein and such additional terms as may be included in any task agreement. In the event of a conflict between the terms stated herein and a task agreement, the terms stated in this Master Cooperative Agreement shall control. NPS and the Recipient shall use reasonable efforts to conduct the activities for which they are responsible under this Agreement and any task agreement. This Agreement does not describe specific Projects, and neither Party is obligated to enter into any task agreement under this Agreement.

ARTICLE IV – PUBLIC PURPOSE

The NPS expects there to be substantial involvement between itself and the Recipient in carrying out the activities contemplated in this Agreement.

The primary purpose of this study is not the acquisition of property or services for the direct benefit or use by the Federal Government, but rather to accomplish public purpose(s) of support or stimulation authorized by the Legislative Authorities cited in ARTICLE I of this Agreement.

This Agreement fulfills the Public Purpose of support and stimulation for some, or all of the following reasons:

- Projects will engage the Recipient, partners, communities, and/or visitors in shared environmental stewardship.
- Projects will promote greater public and private participation in historic preservation programs and activities. The project builds resource stewardship ethics in its participants.
- The information, products and/or services identified or developed by projects will be shared through a variety of strategies to increase public awareness, knowledge and support for historic preservation and stewardship of the nation's cultural and historical heritage.
- Projects will support the Government's objective to provide opportunities for youth to learn about the environment by spending time working on projects in National Parks. The NPS receives the indirect benefit of completing conservation projects.
- Projects will motivate youth participants to become involved in the natural, cultural and /or historical resource protection of their communities and beyond.
- Students gain "real world" or hands-on experience outside of the classroom of natural, cultural and/or historical resource projects.
- The scientific community and/or researchers external to NPS gains by new knowledge provided through research and related results dissemination of natural, cultural and/or historical resource information.
- Projects assist in the creation, promotion, facilitation, and/or improvement of the public's understanding of natural, cultural, historic, recreational and other aspects of areas such as ecological conservation areas, and state and local parks.

ARTICLE V – COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to National Park Service (NPS) property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to National Park Service property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to National Park Service property or resources. Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the National Park Service or the recipient, in its entirety. In addition, the recipient shall contact the NPS

Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

ARTICLE VI - STATEMENT OF WORK

Detailed statements of work will be defined at the task agreement level based on the goals, objectives, and public purpose of this agreement.

ARTICLE VII – RESPONSIBILITIES OF THE PARTIES

As subsequent task agreements are entered into under this Agreement, specific party responsibilities will be developed for each project or activity having a separate statement of work and budget, and will be developed cooperatively between the NPS and Recipient.

In addition, in general:

A. The Recipient agrees to:

1. Carry out the forthcoming Statement(s) of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. Conduct, a program of research, technical assistance, and education related to the CESU objectives and allow and encourage faculty to participate in the program as appropriate;
3. Promote the application of biological, physical, and cultural information to the conservation, restoration, and management of NPS's resources for public use and/or education;
4. Allow and encourage students and employees to participate in the activities of the CESU;
5. Participate in the CESU Manager's Committee meeting, at least annually, to provide advice and guidance, review of the annual work and multi-year strategic plans, and assist in evaluating the CESU;
6. Obtain research collecting permits through the appropriate NPS administrative unit for work to be accomplished through this Agreement and subsequent task agreements;
7. Participate in symposiums, conferences, or workshops to promote the understanding and use of biodiversity information on NPS parks;
8. Support professional development for youth and visitors, whenever possible, with projects under this Agreement;
9. Provide to the NPS expert consultation in support of environmental policy and management of natural and cultural resources;
10. Assist the NPS in outreach to national and international audiences with information about the resources that are supported by national parks;

11. Provide the NPS with reports, manuscripts, popular-press articles, monographs, and research data generated by personnel conducting projects under this Agreement.
12. Recipients that issue sub-awards/sub-grants, (entities that function in whole or in part as pass-through entities), are responsible for ensuring sub-recipients understand they are subject to the requirements of 2 CFR § 200.92 Sub-award; 200.101 Applicability; 200.332 Requirements for pass-through entities. The Recipient must provide a list of selected sub-awardees/sub-grantees and associated budgets to the NPS for review prior to making subawards/subgrants.
13. Recipients must hire qualified consultants and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.
14. ASALH will provide training to NPS staff and the public based upon projects executed in partnership through this agreement.

B. The NPS agrees to:

1. Monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight include, without limitation, review and approval of financial status and performance reports, payment requests, and tasks identified below. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, NPS may also provide technical assistance to the Recipient in support of the objectives of this Agreement.
2. Provide administrative assistance, as appropriate, necessary to execute this Agreement and subsequent modifications;
3. Participate in project activities, research, technical assistance, and education related to the CESU objectives to the extent allowed by NPS authorizing legislation;
4. Provide opportunities for research on national park lands or using federal facilities in cooperation with NPS, as appropriate, and according to all applicable laws, regulations, and policies;
5. Provide project funds and/or collaboration to support specific research, technical assistance and education projects, as appropriate;
6. Make available managers to serve on the CESU Manager's Committee;
7. Ensure its employees follow the Code of Ethics for Government Service (Pub. L. 96-303) and Standards of Ethical Conduct (5 CFR Part 2635);
8. Allow NPS employees to participate in the activities of the Recipient, including serving on graduate committees and teaching courses, as appropriate, and as specifically set forth in subsequent task agreements under this Agreement;
9. Provide substantial guidance and consultation to the Recipient in connection with projects, as appropriate;
10. Familiarize the Recipient with parks and park resources;

11. Provide the Recipient with timely information on changes to park boundaries or land ownership;
12. Provide access to and use of the natural and cultural resources of units of the National Park System for appropriate research, monitoring, and educational activities of the Recipient, except for those activities which may conflict with the values and purposes of the area as stated in Federal law or policy.

C. The Recipient and NPS, jointly, agree to:

1. Maintain the CESU closely following the mission and goals of the CESU Network as described in the *CESU Network Strategic Plan*, adapting key elements to local and regional needs, as appropriate;
2. Maintain a CESU role and mission statement;
3. Operate under a multi-year strategic plan;
4. Issue individual funding documents, in accordance with NPS procedures, developed cooperatively between the NPS and Recipient that individually include a specific "scope of work" statement and a brief explanation of, at least, the following:
   a. the proposed work;
   b. the project contribution to the objectives of the CESU;
   c. the methodology of the project;
   d. the substantial involvement of each party;
   e. the project budget and schedule;
   f. the specific project outputs or products.

   Unless otherwise specified, the terms and conditions of this Agreement will apply to task agreements written under it.
5. Provide data on CESU projects to the CESU Network National Office and/or host institution in accordance with CESU Network Council guidelines as posted on the CESU Network National Office website (www.cesu.org);

Engage in collaborative activities consistent with federal scientific and scholarly integrity directives and policies (e.g., Presidential and OSTP Scientific Integrity Memoranda), as applicable. The Code of Scientific and Scholarly Conduct for the Department of the Interior can be found at: https://www.doi.gov/sites/doi.gov/files/migrated/scientificintegrity/upload/DOI-Code-of-Scientific-and-Scholarly-Conduct-Poster-December-2014.pdf

ARTICLE VIII – COST-SHARE REQUIREMENT

Non-Federal cost-share is not required for this Agreement.

ARTICLE IX – PRE-AWARD INCURRENCE OF COSTS

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

ARTICLE X – APPROVED INDIRECT RATE

The Recipient has never had a Federally approved negotiated indirect rate, and as the National Park Service is the cognizant agency, the Recipient has requested and received approval from the National Park Service of a 10% de minimus MTDC rate per 2 CFR 200.414.

ARTICLE XI – KEY OFFICIALS

A. **Communications.** Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. **Changes in Key Officials**. Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

C. **List of Cooperator Key Officials**:

Authorizing Official:
Dr. W. Marvin Dulaney
ASALH National President
ASALH National Headquarters
301 Rhode Island Avenue, NW, Suite 2204
Washington, DC 20001
(202) 238-5910

Technical Contacts:
Kay Phillips
ASALH Project Manager
kphillips@asalh.org
(202) 412-8163

Tina O. McIntyre, CPA
Chief Accounting Officer
tmcintyre@omacpa.com
(410) 963-3163

ARTICLE XII – AWARD AND PAYMENT

A. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, the amount of financial assistance and any other special terms or conditions applicable to that project tasks.

B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.

2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

6. **Supporting Documents and Agency Approval of Payments**. Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include

invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.

D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

ARTICLE XIII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

ARTICLE XIV – INSURANCE AND LIABILITY

A. Insurance. The recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.

B. Insured. The Federal Government shall be named as an additional insured under the recipient's insurance policy.

C. Indemnification. The recipient hereby agrees to indemnify the Federal government, and NPS from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of *one million dollars ($1,000,000)* per person for anyone claim, and an aggregate limitation of *three million dollars ($3,000,000)* for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, [Recipient Name] shall provide the NPS with confirmation of such insurance coverage.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the Recipient, its officers, employees, or representatives.

To provide workers' compensation protection to the Recipient, its officers, employees, and representatives.

To cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the Recipient, its agents, and employees.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If NPS determines in writing, after consultation with the Recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, NPS shall assume sole control over such buildings or portions thereof If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this Agreement by NPS.

D. Flow–down: For the purposes of this clause, "recipient" includes such sub–recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

ARTICLE XV – REPORTS AND/OR OUTPUTS/OUTCOMES

SF425 Federal Financial Reports (FFR) and Performance Reports submission dates and requirements shall be set at the task agreement level.

A. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions" Manage Reports" functionality.

B. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.

C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

ARTICLE XVI – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 applies to this Agreement.

ARTICLE XVII – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

ARTICLE XVIII – REPORTING OF MATTERS RELATED TO RECIPEINT INTEGRITY AND PERFORMANCE

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 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 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 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.

ARTICLE XIX – FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching , landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by

(i) NPS personnel as operators or crew;

(ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and
(iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

ARTICLE XX - PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted

by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The

license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, ``This invention was made with government support under (identify the

agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

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

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that

the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

ARTICLE XXI - STRENGTHENING BUY-AMERICAN PREFERENCES FOR INFRASTRUCTURE PROJECTS PER E.O. 113858

Per Executive Order 113858, entitled "Strengthening Buy-American Preferences for Infrastructure Projects" the Recipient shall maximize, consistent with law, the use of iron and steel goods, products, and materials produced in the United States, for infrastructure projects as defined by the Executive Order when the statement of work includes alteration, construction, conversion, demolition, extension, improvement, maintenance, reconstruction, rehabilitation, or repair.

ARTICLE XXII - SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

ARTICLE XXIII - GENERAL AND SPECIAL PROVISIONS

1. **Lobbying Prohibition**. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

2. **Anti–Deficiency Act**. Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

3. **Minority Business Enterprise Development**. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure

such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

4. **Assignment**. No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

   Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

5. **Agency**. The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

6. **Non–Exclusive Agreement**. This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

7. **Partial Invalidity**. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8. **No Employment Relationship**. This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

9. **No Third–Party Rights**. This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

10. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments *(2 CFR§200.305 (5)).* As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The

program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

11. **Rights in Data.** The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

12. **Conflict of Interest**

(a) Applicability.

(1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

(1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the

development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

(1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

ARTICLE XXIV – PROPERTY USE AS FINANCIAL ASSISTANCE PROGRAM SPECIFIC REQUIREMENTS

A. **NPS and Recipient Mutual Objectives**: While the Recipient will be the primary party responsible for NPS real property as assigned through this agreement, NPS will remain substantially involved. This agreement establishes a cooperative program wherein educational, interpretive, visitor experience, park resource protections and other core missions can continue over the long-term in part through the temporary assignment of Federal real property to the Recipient in a manner that follows law, regulation and policy.

B. **Property Use Funding**: If at the time of execution of this agreement no award of funds by the NPS to the Recipient is contemplated, but an award beyond the temporary assignment of Federal property includes the commitment of funds in

furtherance of this agreement, those funds will be authorized by the Financial Assistance Awarding Officer (FAAO) through modification(s) to this agreement.

C. **Required Reports**:

1. Financial Reporting – The SF425 must be submitted regardless of whether or not direct funding is received through this agreement, or if the recipient did not earn program income under the agreement during a reporting period. For the first reporting cycle when completing the SF425 for agreements that cover only the transfer of property, the valuation of the property as certified in the subsequent attachment must be included on line 10.(d) & (e). The Recipient must submit a signed SF425 to the FAAO indicating that no funds were expended beyond the value of the property in the first year of required reporting, and no program income was obtained if applicable. If program income was earned and/or direct funding was received under this agreement those amounts must be included on the SF425.

2. Performance Reporting – Performance reports must detail the accomplishments, goals met, milestones achieved, as well as any program setback or delays.

3. Real Property Reports – Per 2 CFR 200.330 the recipient must submit at least annually the SF-429, and all required attachments, detailing the status of all real property in which NPS retains an interest and transferred for use of the Recipient under this agreement.

4. Program Income Reporting - Recipients that earn program income as approved by the FAAO and detailed in Attachment X of this agreement, must submit a detailed accounting of the amount of program income earned, the source of the program income, and how the income earned was used to support the goals and objectives of this agreement. Uses of program income shall be pre-approved by the FAAO and enforced through the terms and conditions of this agreement.

5. Single Audit requirements for Federal awards state that Recipients that expend $750,000 or more during a fiscal year are required to have a single or program-specific audit. The Federal awards expended include the use of Federal cash disbursements, program income, and free rents. While the recipient may not meet the single audit threshold on the basis directed federal funding, the recipient may meet the threshold if program income and free rents are properly calculated and considered.

   The Recipient shall use the certified valuation attached to this agreement in conjunction with program income reported on the SF-425 to calculate the total amount of funds expended annually (Note: Per 2 CFR 200.502(f), (g) the valuation is only used as part of the calculation in the first year of the

agreement). If the Recipient exceeds the $750,000 single audit threshold under the terms of this agreement, the Recipient is required to file a single audit with the Federal Audit Clearinghouse for that fiscal year.

D. **Facilities Plan**: If applicable, the park facilities or asset division will draft a facilities management plan. This facilities management plan is included as an attachment to this agreement and is considered a term and condition of this agreement. The facilities management plan outlines the maintenance roles, responsibilities, and expectations of the recipient, in addition to any terms and conditions included in the agreement.

E. **Program Income**: The Recipient is authorized to generate programmatic income through activities and fees charged for approved use of the Federal property assigned as they directly support the goals and objectives or this agreement. This Agreement also enables the NPS and recipient to engage in strategic planning related to ongoing maintenance, capital improvements, and equipment to ensure operations are in keeping with applicable environmental, cultural, and historic requirements for federal property.

Program income as defined in 2 CFR 200.80 is subject to the regulations under 2 CFR 200.307 and must be used to defray program costs. Per 2 CFR 200.307 (e)(2) program income shall be added to the agreement amount by NPS and the Recipient. The program income must be used for the purposes and under the conditions set forth in the terms and conditions of this agreement.

The Recipient must detail all income generating activities and how income generated will directly support the goals and objectives of the agreement prior to agreement. The use of the facility shall be governed by all National Park Service governing rules and laws as spelled out in Federal regulations, the NPS Management Polices, Directors Orders, and the Superintendents Compendium.

1. Property Usage

The property as assigned may only be used for the purposes defined within this agreement and approved by the FAAO. Any other use of the property outside of the agreement shall require prior written approval by the FAAO and may require additional approvals/permit/etc., in accordance with the rules of the park. These may include lease agreements, concession contracts, partnership agreements, commercial use authorizations, etc.

If the uses approved by the FAAO will result in ancillary income generating activities, all proceeds shall be identified as program income, as defined in 2 CFR 200.80. Funds generated from ancillary income generating activities shall not be used for the recipient's benefit. All proceeds from such activities, such as rental use, lodging outside the needs

of the agreement, food, retail sales, etc. must be detailed and attached to this agreement.

2. Program Income Generation and Use

While the primary purpose of allowing the use of NPS real property is to offer programing that directly furthers the mission of the park/site and NPS overall, the recipient may also undertake revenue generating activities that do not directly further the mission of the park/site and NPS, provided the following restrictions are adhered to.

All income from core programming and ancillary revenue generating activities must be treated as program income as defined in 2 CFR 200.80 and used to support the goals and objectives of the agreement. Funds generated from ancillary income generating activities may not be used for the recipient's benefit. Ancillary revenue generating activities may not interfere with or be out of proportion with the goals and objectives of the agreement. Program income is subject to the regulations under 2 CFR 200.307 and must be used to defray program costs.

Program income detail will be provided as an Attachment any task agreement that will invoke the use of property. The program income attachment will serve as reference to the FAAO for review of the Annual Program Income Report required under this agreement.

ARTICLE XXV – ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021)

(a) Definition. As used in this term and condition - United States or its outlying areas means— (1) The fifty States; (2) The District of Columbia; (3) The commonwealths of Puerto Rico and the Northern Mariana Islands; (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This term and condition implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985)

(c) Compliance. The Recipient shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this agreement, for recipient/contractor or sub-recipient/subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at https:/www.saferfederalworkforce.gov/contractors/

(d) Sub-recipients & Subcontracts. The Recipient shall include the substance of this term and condition, including this paragraph (d), in sub-recipient awards and/or subcontracts at

any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of the award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.