

Bureau of Indian Education
GENERAL CONDITIONS APPLICABLE TO TRIBAL EDUCATION DEPARTMENT (TED) GRANTS

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1. Definitions.

Terms governing this agreement, which require definition, are defined in Sections of 25 CFR 276. Their meanings are incorporated by reference into this agreement:

25 CFR 276.2 Definitions

Paragraph B, Part I, Appendix A to 25 CFR 276. Definitions.
Paragraph B, Part II, Appendix B to 25 CFR 276. Definitions

2. Applicability of 25 CFR 276.

The grantee agrees that this grant is subject to all provisions of 25 CFR 276 which are hereby incorporated by reference.

3. Penalties.

If any officer, director, agent, employee of or connected with the grantee, any subgrantee, contractor or subcontractor embezzles, willfully misapplies, steals, or obtains by fraud any of the money, funds, or property, which are the subject of the grant, subgrant, contract, or subcontract, that person shall be subject to the following penalties.

(a) If the amount involved does not exceed \$100, that person shall be fined not more than \$1,000 or imprisoned not more than one year, or both.

(b) If the amount involved exceeds \$100, that person shall be fined not more than \$10,000 or imprisoned for not more than two years, or both.

4. Fair and Uniform Services.

The grantee shall provide fair and uniform services and assistance to all Indians, including within or affected by the intent, purpose, and scope of the grant.

5. Indian Preference.

This grant requires, and any contract or subgrant shall require, that to the greatest extent feasible:

(a) Preference and opportunities for training and employment in connection with the administration of the grant shall be given to Indians.

(b) Preference in the award of a contract, or subgrant, in connection with administration of the grant shall be given to Indian organizations and economic enterprises.

Nothing in paragraphs (a) and (b) shall be interpreted to preclude the Indian tribe from independently developing and enforcing its own tribe-specific preference or Indian preference requirements.

6. Subgrants and Contracts.

The provisions of these General Conditions are applicable as minimum standards to all subgrants or contracts made by the grantee. Accordingly, the grantee may prescribe additional or more stringent requirements with regard to subgrants or contracts.

7. Grant Amendments.

Material changes to any of the terms and conditions of this grant agreement (including the grantee's application) must be reflected in a written amendment of the grant.

8. Grant Suspension.

(a) When the grantee has materially failed to comply with the terms and conditions of the grant, the Bureau shall, after reasonable notice to the grantee, suspend the grant. The notice preceding suspension shall include the effective date of the suspension, the reason for the suspension, the corrective measures necessary for reinstatement of the grant, and, if there is no immediate threat to safety, a reasonable time frame for corrective action prior to actual suspension.

(b) No obligation incurred by the grantee during the period of suspension shall be allowable under the suspended grant, except that the Bureau may, at its discretion, allow necessary and proper costs which the grantee could not reasonably avoid during the period of suspension if such costs would otherwise be allowable under the cost principles.

(c) Appropriate adjustments to the payments under the suspended grant will be made, either by withholding the payments or by not allowing the grantee credit for disbursements which the grantee may make in liquidation of unauthorized obligations he incurs during the period of suspension.

(d) Suspension shall remain in effect until the grantee has taken corrective action to the satisfaction of the Bureau or given assurances satisfactory to the Bureau

that corrective action will be taken or until the Bureau cancels the grant.

9. Cancellation of Grant for Cause.

(a) The Bureau may cancel any grant in whole, or part, at any time before the date of completion, whenever it is determined that the grantee has:

(1) Materially failed to comply with the terms and conditions of the grant;

(2) Violated the rights or endangered the health, safety, or welfare of any persons;

(3) Been grossly negligent in or has mismanaged the handling or use of funds provided under the grant.

(b) When it appears that cancellation of the grant will become necessary, the Bureau will promptly notify the grantee in writing of this possibility. This written notice shall advise the grantee of the reason for the possible cancellation and the corrective action necessary to avoid cancellation. The Bureau shall also offer and provide, if requested by the grantee, any technical assistance which may be required to effect the corrective action. The grantee shall have 60 days in which to effect this corrective action before the Bureau provides notice of intent to cancel the grant as provided in Paragraph (c) below:

(c) Upon deciding to cancel for cause, the Bureau shall promptly notify the grantee in writing of that decision, the reasons for the cancellation, and the effective date. The Bureau shall also provide a hearing for the grantee before cancellation. However, the Bureau may immediately cancel the grant, upon notice to the grantee, if the Bureau determines that continuance of the grant poses an immediate threat to safety. In this event, the Bureau shall provide a hearing for the grantee within 10 days of cancellation.

(d) The hearing referred to in Paragraph (c) above shall be conducted as follows:

(1) The grantee and the Indian tribe(s) affected shall be notified, in writing, at least 10 days before the hearing. The notice should give the date, time, place, and purpose of the hearing.

(2) A written record of the hearing shall be made. The record shall include written statements submitted at the hearing or within 5 days following the hearing.

(e) Payments made to grantees or recoveries by the Bureau under grants shall be in accordance with the legal rights and obligations of the parties.

10. Cancellation of Grant on Grounds Other Than Cause.

(a) Except as provided in the Cancellation of Grant for Cause provision, the grant may be cancelled in whole or in part only as follows:

(1) By the Bureau with the consent of the grantee, in which case the two parties shall agree upon the cancellation conditions, including the effective date, and in the case of partial cancellation, the portion to be cancelled; or

(2) By the grantee, upon written notice to the Bureau, setting forth the reasons for the cancellation, the effective

date, and, in the case of partial cancellation, the portion to be cancelled.

(b) When a grant is cancelled in accordance with Paragraphs (a)(1) and (a)(2) above, the grantee shall not incur new obligations for the cancelled portion after the effective date, and shall cancel as many outstanding obligations as possible. The Bureau shall allow full credit to the grantee for the Bureau share of the non-cancellable obligations properly incurred by the grantee before cancellation.

11. Acceptance of Payments.

The grantee agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by the Bureau to have been overpaid will be refunded or credited in full to the Bureau.

12. Withholding of Payments.

The Bureau may withhold payments otherwise due to the grantee, if:

(a) The grantee has failed to comply with the program objectives, grant award conditions, or Bureau reporting requirements; or

(b) The grantee is indebted to the United States and collection of the indebtedness will not impair accomplishment of the objectives of any grant program sponsored by the United States. Under such conditions, the Bureau may, upon reasonable notice, inform the grantee that payment will not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

13. Grant Acceptance.

The applicant for a grant may indicate acceptance of the grant by signature of a grantee official on the award form.

14. Travel Charges.

Travel costs claimed under this grant must be consistent with the approved grantee travel policy and for the purposes necessary to the conduct of the grant.

15. Assurances.

The grantee assures it will comply with all applicable requirements of all Federal laws and regulations, and if applicable, tribal laws and regulations governing this program.

16. Financial Status Report.

The Bureau shall require grantees to use a standard Financial Status Report to report the status of funds for all non-construction grant programs. The Bureau may, however, have the option of not requiring the report when the Request for Advance or Reimbursement (Paragraph D.1. below) is determined to provide adequate information to meet their needs, except that a final Financial Status Report shall be required at the completion of the grant when the Request for Advance or Reimbursement form is used only for advances.

17. Performance Reports.

The grantee shall submit a performance report for the grant which briefly presents the following for each program, function, or activity involved:

(a) A comparison of actual accomplishments to the goals established for the period. Where the output of grant programs can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.

(b) Reasons for slippage in those cases where established goals were not met.

(c) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

18. Submission of Performance Reports.

(a) The grantee shall submit a performance report to the Bureau with each Financial Status Report required by Section 5.

(b) The Bureau shall prescribe the frequency with which the performance reports will be submitted with the Request for Advance or Reimbursement (Section 5, Paragraph D.1) when that form is used in lieu of the Financial Status Report. In no case shall the performance reports be required more frequently than quarterly or less frequently than annually.