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FOOD NUTRITION SERVICE
STANDARD TERMS AND CONDITIONS

The USDA Food and Nutrition Service (hereinafter referred to as “Agency”) awards funding to <GRANTEE> (hereinafter referred to as “Recipient”). This award is made under the authority of <AUTHORITY>, Public Law <PUBLIC LAW NUMBER>. By acceptance of this award, the Recipient agrees to comply with the terms and conditions of the award listed below.

The Recipient will conduct the project as described in its submission of the Standard Form 424, 424A, and proposal signed and dated <DATE>, including any subsequent revisions, amendments and/or clarifications. The Agency contact for this award is:

<GRANTS OFFICER>, Grants Officer
Grants and Fiscal Policy Division
3101 Park Center Drive, Suite 740
Alexandria, VA 22302
<Grant Officer e-mail>

Catalog of Federal Domestic Assistance Number: The Catalog of Federal Domestic Assistance Number for this project is: <10.XXX>

STANDARD TERMS OF THE AWARD

- 1. Funding:** The Agency will provide funds to the Grantee in the amount stated on the Grant/Cooperative Agreement Form FNS-529, Box 10, and as specified in the grant award letter, for use in accordance with this agreement. Funds will be provided at the Agency’s discretion through the Letter of Credit, Reimbursement, or in advance of need, upon receipt of a properly executed Grant/Agreement Form FNS-529.
- 2. Performance Period (2 CFR 200.309):** The period of performance for this project is listed on the Grant/Cooperative Agreement Form FNS-529, Box 19 and 20. The recipient may only incur allowable costs during the period of performance. Any costs incurred prior to the period of performance must be approved in writing by the Agency.

All funds must be obligated and all program activities under the agreement (other than activities related to the close out of the agreement) must be completed by the Expiration Date listed on the Grant/Cooperative Agreement Form FNS-529, Box 20. The closeout of the agreement must occur

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within 90 days of the expiration date, and all obligations incurred under the agreement must be liquidated by this date.

- 3. Amendments/Revisions and Budget Changes (2 CFR 200.308):** The Recipient may request an amendment or revision to the agreement, including the proposal, in writing at any time during the duration of the agreement. Prior approval is required for any revision of the scope or objectives of the project (regardless whether there is an associated budget revision), changes in key personnel, such as the project director, disengagement from the project for more than three months (or a 25 percent reduction in time devoted to the budget) by the project director, transfer of funds budgeted for participant support costs, the subawarding, transferring or contracting any work (unless approved in the submitted application package) or changes to budget line cost/expenditure. All amendments or revision must be submitted in writing to:

<GRANTS OFFICER>, Grants Officer
 Grants and Fiscal Policy Division
 3101 Park Center Drive, Suite 740
 Alexandria, VA 22302

The Recipient may re-budget within the approved direct cost budget to meet unanticipated requirements. However, as required in 2 CFR 200.308(e) the Agency requires that prior approval be obtained for any budget revision that involves a shift of funds among line-items in excess of 10% of the total approved grant budget. Such revisions must be submitted in writing with a revised budget in the same format as the original budget. All other requirements within 2 CFR 200.308 shall also apply.

The Recipient must include justification with any proposed amendment/revision and budget changes. All requests for changes must be made at least 30 days before the end of the grant period. Any request received after this time will not be considered.

- 4. Non-agreement funds:** The Recipient may seek and apply for funds from other sources in support of the mission of the agreement. The Recipient must ensure that any funds obtained from other sources and used in support of the mission of the grant (including any funds for the administrative costs associated with the grant) are expended in accordance with this agreement.

REPORTING

- 5. Quarterly Progress Reports:** Progress reports must be sent to the Agency 30 days following the end of each quarterly period. These reports should cover the preceding quarterly period of activity. A final report identifying the accomplishments of the project is due 90 days after the end date of this Agreement. At a minimum, progress reports should include the following information:

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- A narrative description of project progress, tasks completed, and roadblocks or problems;
- Reasons why goals and objectives were not met, if appropriate, particularly at predefined go/no-go decision points, and justification of decision to proceed;
- Discuss the budget impact and/or costs associated within this reporting period;
- List key activities planned for the next report period;
- Findings or activities which may require changes in schedule, accomplishments, or costs, particularly those changes which may impact the grantee’s ability to utilize grant funds within the specified time period;
- Other pertinent information including, when appropriate, analysis and explanation of cost overruns; and
- Any unique aspects that you would like to share.

The Recipient must report immediately any problems, delays, or adverse conditions that impair the Grantee’s ability to meet the grant objectives. The notification must include information on action taken or contemplated in response to the problem.

All materials developed with funding from this Agreement must be submitted in an electronic format (preferably Microsoft Word).

The Recipient is strongly encouraged to submit the Quarterly Progress Report and associated documentation and attachments via electronic mail to the Grants Officer. The recipient may be required to submit reports using the SF-PPR, Periodic Progress Report. If the Recipient wishes to send a hard copy, an original shall be sent to the address listed above.

- 6. Financial Status Reports:** The Recipient is required to electronically enter the quarterly and final financial status report (SF-425) into the FNS, Food Programs Reporting System (FPRS). This report must be certified by the grantee’s chief fiscal officer or an officer of comparable rank. Included with the terms and conditions are instructions on how to obtain access and enter data into FPRS. This report must be entered within 30 days after the close of each quarter. The Final Financial Report must be entered into FPRS within 90 days of the expiration of this agreement. This report must also be certified by the Recipient’s chief fiscal officer or an officer of comparable rank.

REGULATORY AND STATUTORY REQUIREMENTS

- 7. Office of Management and Budget (OMB) Guidance:** This Federal financial assistance award is subject to rules and regulations related to the Recipient’s organizational entity type as noted below.

Government-wide Regulations

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Government-wide Regulations

- 2 CFR Part 25: “Universal Identifier and Central Locator Contractor Registration”
- 2 CFR Part 170: “Reporting Sub-award and Executive Compensation Information”
- 2 CFR Part 175: “Award Term for Trafficking in Persons”
- 2 CFR Part 180: “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)”
- 2 CFR 200: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 2 CFR 400: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 2 CFR Part 415: USDA “General Program Administrative Regulations”
- 2 CFR Part 416: USDA “General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments”
- 2 CFR Part 417: USDA “Implementation of OMB Guidance on Non-Procurement Debarment and Suspension”
- 2 CFR Part 418 USDA “New Restrictions on Lobbying
- 2 CFR Part 421: USDA “Requirements for Drug-Free Workplace (Financial Assistance)”
- 41 U.S.C. Section 22 “Interest of Member of Congress”
- Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the “Freedom of Information” regulation (5 U.S.C. 552)

PROPERTY STANDARDS

8. **Insurance Coverage** (2 CFR 200.310): The Recipient must provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds.
9. **Intangible Property** (2 CFR 200.315):
 - a. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under the award. The Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use these materials for federal purposes and to authorize others to do so.

"Federal purposes" include the use of award products in activities or programs undertaken by the Federal Government, in response to a governmental request, or as otherwise required by federal law. However, the federal government's use

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of copyrighted materials is not intended to interfere with or disadvantage the recipient or assignee in the sale and distribution of the award product.”

The Agency may request copies of an award product for non-profit use. These copies will be provided at the cost of reproduction and shipping, and no royalties or other fees will be charged.

- b. The Agency has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
 - c. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Agency shall request, and the recipient shall provide within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the FNS obtains the research data solely in response to a FOIA request, the Agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
 - d. Title to intangible property acquired under an award or sub-award vests upon acquisition in the Recipient. The Recipient shall use that property for the originally authorized purpose and shall not encumber the property without Agency approval. The Agency reserves the right to determine the disposition of the intangible property when it is no longer needed for the originally authorized purpose.
- 10. Federally-owned and exempt property (2 CFR 200.312):** Title to federally-owned property remains vested in the Federal entity. The grantee must submit annually an inventory listing of federally-owned property to the Agency. Upon completion of the project, or when the property is no longer needed, the recipient must contact the Agency for disposition instructions.
- 11. Equipment (2 CFR 200.313):** Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The

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purchase of equipment not included in the approved project budget is allowable only if it is specifically approved beforehand by the Agency and there is documentation to support that the purchase is necessary and reasonable to carry out project activities.

Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of equipment, the title holder, the acquisition date, the cost of the equipment, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two years. The Recipient will share the results of this inventory. A Tangible Personal Property Report, SF-428, must be submitted at award close-out to report the status of the equipment, if requested.

The Recipient will follow the Agency’s equipment disposition guidance and procedures. Disposition procedures will be provided by the Agency.

In expending funds for equipment and products, all Recipients and sub-recipients will comply with the Buy American Act, 41 U.S.C. 10a-c.

Sub-recipient compliance: The Recipient will ensure that sub-recipients are in compliance with applicable Federal administrative requirements and cost principles. No funds shall be provided to an eligible collaborator or contractor before such an agreement is signed by all parties.

PROCUREMENT STANDARDS

The recipient will adhere to all procurement standards, included those listed below, if applicable, as found in 2 CFR 200.318 through 2 CFR 200.326

- 12. **General procurement standards** (2 CFR 200.318): The non-Federal entity must use its own documented procurement procedures, which reflect applicable State and local laws and regulations provided that procurements conform to applicable Federal law and the standards identified in this section. The Recipient must maintain oversight over contractors to ensure performance in accordance with the terms, conditions and specifications of their contracts or purchase orders, including written performance standards of its employees engaged in the selection, award and administration of contracts. The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. In accordance with 2 CFR 200.318(j), the non-Federal entity may only use time and material type contracts after a determination that no other contract is suitable and if the contract includes a ceiling that the contractor exceeds at its own risk.

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- 13. Competition** (2 CFR 200.319): All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR 200.319.
- 14. Suspension/Debarment:** The Recipient agrees to ensure that all sub-recipients are neither excluded nor disqualified under the Suspension and Debarment rules found at 2 CFR Parts 180 and 417 by doing any one of the following:
- a. Checking the System for Awards Management (SAM) to determine if the applicant or grantee has been debarred or suspended. This information can be found at www.sam.gov.
 - b. Collecting a certification that the entity is neither excluded nor disqualified. Because a Federal certification form is no longer available, the Grantee or sub-Grantee electing this must devise its own.
 - c. Including a clause to this effect in the sub-recipient agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the Recipient or a sub-recipient within any agreements..
- 15. Nondiscrimination:** The Recipient will comply with following the nondiscrimination statutes and regulations, other related regulations and any USDA nondiscrimination directives:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- *et seq.*) and USDA regulations at 7 CFR Part 15, Nondiscrimination, an Department of Justice regulations at 28 CFR Part 42, Non discrimination; Equal Employment Opportunity: Policies And Procedures;
 - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;
 - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination On the Basis of Handicap In Federally Assisted Programs; and
 - d. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*) The Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations and directives. The Grantee gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.

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- e. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213).

The following nondiscrimination statement shall be included, in full, on all materials that are produced by the grant recipient for public information, public education, or public distribution.

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color national origin, sex, age, or disability.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.”

RECORD RETENTION AND ACCESS

- 16. **Evaluation and Access to Records** (2 CFR 200.336): The Recipient will cooperate with any evaluation of the program by providing the Agency requested data and access to records. The Recipient will cooperate with any, as needed, on-site financial and/or technical reviews and audits at any time during the term of the agreement. In addition, the Grantee shall make all records pertaining to activities under the grant available for audit purposes.

The Recipient will require any sub-recipient or contractors to comply with the requirements of this agreement and ensure that the Agency has access to any sub-recipient or contractors for purposes of evaluating, monitoring or reviewing other operations or records as they relate to this grant. When entering into a sub-award, the Recipient shall ensure that the sub-recipient agreement contains any clause required by Federal Statute or Executive Order and their implementing regulations.

NONCLOMPLIANCE AND TERMINATION

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17. Noncompliance (2 CFR 200.338 – 200.340): As provided in 2 CFR 200.338, the Agency may unilaterally terminate this grant agreement or recover, withhold, or cancel payment of up to 100 percent of the funds made available under the agreement if the Recipient fails to comply with any term of the agreement. The Agency will consider failure to comply with the reporting requirements of this agreement to be a material failure to comply with the agreement and a basis for termination. If USDA or the Agency decides to take action against the Recipient for noncompliance under this agreement, USDA or the Agency will provide the recipient written notice of the basis for its determination.

In the event that an award is suspended and corrective action is not taken within 90 days of the suspension effective date, the Agency may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Agency, could not have been reasonably avoided.

Within 30 days of the termination date, the Recipient shall furnish to the Agency a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.

OTHER REQUIREMENTS

18. USDA/FNS acknowledgement: Unless otherwise advised by the Agency, the Recipient will acknowledge the support of USDA FNS whenever publicizing the work under this grant. To this end, the Grantee must include in any publication resulting from work performed under this grant an acknowledgment in substantially the form set below:

“This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

19. Liabilities: The Recipient may not seek any financial recourse from the Agency as a result of any liabilities the Recipient might incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Grantee, their officers, agents or employees, or if applicable its sub-Grantees or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*

20. Program Income (2 CFR 200.307): Program income is money that is earned or received by a recipient or a subrecipient from the activities supported by award funds or from products resulting

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from award activities. It includes, but is not limited to, income from fees for services performed and from the sale of items produced under an award; usage or rental fees for equipment or property acquired under an award; admission fees; broadcast or distribution rights; and license fees and royalties on patents and copyrights. The federal share of program income is determined by the percentage of total project costs that are supported by the Agency.

Income Earned During the Award Period: The Federal share of program income earned during the award period shall be retained by the recipient and, unless the award specifies how such income will be used, the recipient must use it in one or more of the following ways:

- a. It may be added to the existing project funding to cover increased costs of the project or it may be used to support other projects in the humanities;
- b. It may be used to finance the cost sharing or matching requirement of the project; or
- c. It may be used to finance the federal share of the project costs, which would result in an equivalent reduction in the amount of the award.

A report of program income earned during the award period must be submitted with the final Federal Financial Report whenever program income is earned during the award period or when the terms and conditions of the award specifically require such a report. The report shall indicate the total amount of program income that was earned and how it was used.

If income is to be returned to the Agency, a check made payable to the Food and Nutrition Service (FNS) and identified as program income must be submitted to the Accounting Division at the following address:

USDA Food and Nutrition Service
 ATTN: Accounting Division
 P.O. Box 979027
 St. Louis, MO 61397-9000

POST CLOSEOUT ADJUSTMENTS AND COLLECTIONS

21. **Post-closeout adjustments** (2 CFR 200.344): The closeout of a Federal award does not affect:
 - a. The right of the Agency to disallow costs and recover funds on the basis of an audit or later review;
 - b. The obligation of a non-Federal entity to return funds as a result of later cost adjustments;
 - c. Audits requirements;

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d. Property management and disposition requirements; and

e. Record retention requirements.

22. **Collections:** Any funds paid in excess of the amount in which the non-Federal entity is finally determined to be entitled will constitute a debt to the Federal Government. If these funds are not repaid within 90 days, the Agency may: make an administrative offset; withhold advance payments or take other necessary actions. In addition, interest will accrue on this overdue debt in accordance with the Federal Claims Collections Standards (31 CFR Parts 900 through 999).

Appendix A – Award Term for Trafficking in Persons (2 CFR Part 175)

Appendix B – Reporting Sub-awards and Executive Compensation (2 CFR Part 170)

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Appendix A – Award Term for Trafficking in Persons (2 CFR Part 175)

Trafficking Victims Protection Act 2000 as detailed in 2 CFR Part 175

This part establishes a Government-wide award term for grants and cooperative agreements to implement the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

- a. Provisions applicable to a recipient that is a private entity.
 - 1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' 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 sub-awards under the award.
 - 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient 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 sub-recipient 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 Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 7 CFR 3017.
- 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 sub-recipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

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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 sub-recipient 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 Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 7 CFR 3017.
- 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 sub-award 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 sub-recipient 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.

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ii. Includes:

- A. A non-profit organization, including any non-profit 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).

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Appendix B – Reporting Sub-awards and Executive Compensation (2 CFR Part 170)

I. Reporting Sub-awards and Executive Compensation

a. Reporting first-tier sub-awards

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a sub-award to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

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(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Sub-recipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if—

i. in the sub-recipient's preceding fiscal year, the sub-recipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report sub-recipient executive total compensation described in paragraph c.1. of this award term:

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i. To the recipient.

ii. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the sub-recipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Sub-awards,

and

ii. The total compensation of the five most highly compensated executives of any sub-recipient.

e. *Definitions*. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Sub-award*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub-recipient.

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

iii. A sub-award may be provided through any legal agreement, including an agreement that you or a sub-recipient considers a contract.

4. *Sub-recipient* means an entity that:

i. Receives a sub-award from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the sub-award.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.