UNITED STATES GEOLOGICAL SURVEY

National Climate Change & Wildlife Science Center Program
(NCCWSC)

https://nccwsc.usgs.gov
Department of the Interior Climate Science Centers

Proposals for Cooperative Agreements – Fiscal Year 2017
Program Announcement/Funding Opportunity G16AS00049

Closing Date & Time
July 19, 2016 at 3:00 P.M. EDT

PAPERWORK REDUCTION ACT STATEMENT: **PAPERWORK REDUCTION ACT STATEMENT**: The Paperwork Reduction Act requires us to tell you why we are collecting this information, how we will use it, and whether or not you have to respond. The information that we are collecting will be used by the U.S. Geological Survey to evaluate proposals submitted to acquire funding for the establishment of a network of geographically dispersed Department of the Interior Climate Science Centers. Your response is required to receive funding. A Federal agency may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB Control Number. We estimate that it will take an average of 200 hours to complete the proposal narrative required in this announcement. The average estimated annual burden associated with annual reports for hosting will be 2.5 hours and annual research progress reports will be 2.5 hours (OMB 1028-0096). You may send comments concerning the burden estimates or any aspect of this information collection to the Information Collection Clearance Officer, U.S. Geological Survey, 12201 Sunrise Valley Drive MS 807, Reston, VA 20192

APPLICATIONS MUST BE SUBMITTED ELECTRONICALLY VIA
http://www.grants.gov
SEE INSTRUCTIONS

NOTE: Federal employees, including USGS employees, are prohibited from serving in any capacity (paid or unpaid) on any application submitted under this Announcement; Federal employees may not assist in the development of proposals. Proposals that have a real or apparent conflict of interest related to Federal employees will not be processed for evaluation. This does not prohibit cooperation or collaboration between USGS and non-USGS scientists once a grant or cooperative agreement is in place.

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Announcement #: G16AS00049

The National Climate Change & Wildlife Science Center Program is issuing this Announcement to identify organizations that propose to host or, as applicable, serve as consortium partners for a Department of the Interior (DOI) Climate Science Center (CSC) in the regions indicated below, and to determine if their proposed science, partnership, and program support activities and strategies are appropriate to serve in these roles.

- Alaska Climate Science Center (AK CSC)
- Northwest Climate Science Center (NW CSC)
- Southeast Climate Science Center (SE CSC)
- Midwest Climate Science Center[1]

This activity is authorized by the Consolidated Appropriations Act of 2008, Div. F, Title I, P.L. 110-161.

Part I. Proposal Delivery and Submission Instructions

A. Timetables

Program Announcement Date:	May 3, 2016
Closing Date and Time for Proposal Submission:	July 19, 2016 at 3:00 P.M. EDT
(All times are Eastern Daylight Time)	

B. Contact Information for Questions

If you have any questions or problems with the registration process or the completion of the application package, please contact the grants.gov help desk at 1-800-518-4726 or support@grants.gov, or contact Laura Mahoney, lmahoney@usgs.gov, 703-648-7344.

For proposal preparation questions, contact Grant Specialist Tammy Szydloski, tszydloski@usgs.gov, 703-648-7371.

For programmatic or science related questions, contact Janet Cushing, jcushing@usgs.gov, 703-648-401.

C. Information Sessions

To facilitate the financial assistance application process, a series of conference calls or webinars will be conducted by the NCCWSC to accommodate inquiries from Applicants about this program and the proposal review, evaluation, and selection process.

These 2-hour sessions will be scheduled as follows:

[1] The FY 2017 budget request for NCCWSC includes the proposed creation of a Great Lakes Climate Science Center. Boundaries of the new Center's geographic area of responsibility – to be retitled as the Midwest CSC – can be found at https://nccwsc.usgs.gov/csc-recompetition. Completion of a final cooperative agreement to host this CSC is contingent upon funding availability.

May 17, 2016 at 2:00 P.M. EDT, Eastern Daylight Time
May 18, 2016 at 1:00 P.M. EDT, Eastern Daylight Time

Interested applicants should email Kristen Donahue, kdonahue@usgs.gov, to obtain call-in/web address information.

In addition, USGS has posted several documents that provide forward-looking views of intended CSC operations, focus, and functions. These are available for review at https://nccwsc.usgs.gov/csc-recompetition.

D. Electronic Application Requirement

For the FY 2017 funding cycle, all proposals shall be submitted electronically via Grants.gov (http://www.grants.gov). Hard copy/paper submissions will NOT be accepted. Electronic copies submitted via email will NOT be accepted under any circumstances. All proposals must be submitted electronically through Grants.gov on or before:

July 19, 2016 at 3:00 P.M. EDT, Eastern Daylight Time

Please be aware that the electronic submission process requires first-time users to register using an e-Authentication process. This registration process can be somewhat complex and can take up to 3 weeks to complete. Be advised that it is virtually impossible to complete the process of electronic submission for the first time if you begin just a few days before the due date. If you are from a university, contact your Office of Sponsored Programs. They may already have completed the registration process and should work with you to submit the application.

To complete and submit your application:

1. Begin at the Grants.gov website: http://www.grants.gov.
2. On the top of the screen, under the APPLICANTS section, click on "Apply for Grants."
3. Click on "Search Grants."
4. In the Funding Opportunity Number field, enter G16AS00049. This is the Funding Opportunity Number for the Climate Change Program.
5. Click on the hyperlink for G16AS00049.
6. Click on the "Package" tab and click the hyperlink "Select Package" on the right side of the screen.
7. Proceed through the following screen and click "Download Package."
8. In order to view the downloaded application package, you will need to install the Adobe Reader software available at http://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html.
9. To view a narrated tutorial on completing the forms on Grants.gov, please see http://www.grants.gov/web/grants/applicants/applicant-tools-and-tips.html.

There are several steps of the submission process that require careful attention from applicants to ensure that the application has been fully accepted. It is suggested that applicants read the document "Apply for Grants" available at http://www.grants.gov/help/html/help/index.htm?callingApp=custom#t=Applicants%2FApply_for_Grants.htm.

After submitting your grant application package to Grants.gov, you will receive a confirmation screen and three additional emails from Grants.gov, informing you of your application processing status:

1. Submission Confirmation Screen
2. Submission Receipt Email (with "Track My Application" link)
3. Submission Validation Receipt Email (or Rejection with Errors)
4. Grantor Agency Retrieval Email

CONFIRMATION: Submission Confirmation Screen.
After you submit your grant application package, a confirmation screen will appear on your computer screen. This screen confirms that you have submitted an application to Grants.gov.

NOTIFICATION 1: Submission Receipt Email
Within two business days after your application package has been received by the Grants.gov system, you will receive a submission receipt email that indicates that your submission has entered the Grants.gov system and is ready for validation. This email also contains a tracking number for use while tracking the status of the submission as well as a "Track My Application" link to monitor the progress of your submission.

NOTIFICATION 2: Submission Validation Receipt Email – This is the important one!
After you receive the submission receipt email, the next email you will receive will be a message validating or rejecting (with errors) your submitted application package. The Grants.gov system is designed to check for technical errors within the submitted application package. Grants.gov does not review application content for award determination. Grants.gov will not post the application if there are errors. Failure to correct errors and resubmit by the date and time for closing shall not be a reason for accepting a late application.

NOTIFICATION 3: Grantor Agency Retrieval Email
Once your application package has passed validation, it is delivered to the grantor for award determination and further approval. After the grantor has confirmed receipt of your application, you will be sent a **third and final email** from Grants.gov. The grantor may also assign your application package an agency-specific tracking number for use within their internal system.
IF YOU HAVE NOT RECEIVED THIS EMAIL WITHIN FOUR DAYS OF THE CLOSING DATE, PLEASE CONTACT THE USGS GRANT SPECIALIST.

If you need help submitting your proposal, you can reach the **Grants.gov Contact Center at 1-800-518-4726 or via email at support@grants.gov**. They are available 24 hours/day, 7 days/week, except Federal Holidays.

Throughout the application period, an applicant may submit a revised or corrected proposal through Grants.gov. Include a cover letter as the first page of the proposal stating that the proposal is revised and indicating that the previous submittal is to be withdrawn from consideration. Such submissions must be completed by July 19, 2016 at 3:00 P.M. EDT, Eastern Daylight Time.

See Part IV. Proposal Preparation Instructions, which describes requirements for the proposal and other application components.

Please allow sufficient time for the proposal to be submitted electronically through Grants.gov and allow time for possible computer delays. Applicants are strongly advised not to wait until the last minute for submission. A proposal received after the closing date and time will NOT be considered for award. If the USGS determines that a proposal will not be considered for award due to lateness, the applicant will be notified immediately.

PART II. Background and Overview

A. Purpose of this Announcement

1. This Program Announcement seeks to identify organizations that propose to host and, as applicable, serve as consortium partners for a Department of the Interior (DOI) Climate Science Center (CSC) in the following regions: Alaska Climate Science Center (AK CSC); Northwest Climate Science Center (NW CSC); Southeast Climate Science Center (SE CSC); Midwest Climate Science Center (newly proposed - see https://nccwsc.usgs.gov/csc-recompetition for regional boundaries), and to determine if their proposed science, partnership, and program support activities and strategies are appropriate to serve in these roles.
2. Once selected, recipients will be established as Host Institutions. As a Host, an institution will be the solely eligible entity to receive funding to conduct follow-on research/science projects anticipated as a part of this Program Announcement. While selections for follow-on research/science projects will be done using a peer review process and will be considered competitive based on announced objectives and strategy in this Announcement (i.e., eligibility for follow-on project awards is considered a part of the award as a Host Institution), the actions will be available for award only to the Host Institution sponsoring any individual project selected. Host Institutions may engage with other institutions, including by subaward, as part of these projects.

B. Department of the Interior Climate Science Centers and the National Climate Change and Wildlife Science Center

1. The Department of the Interior (DOI) has established a network of geographically dispersed DOI Climate Science Centers (CSC) (see http://www.doi.gov/csc). The U.S. Geological Survey (USGS), through the National Climate Change and Wildlife Science Center (NCCWSC), manages the CSCs on behalf of the Department (see https://nccwsc.usgs.gov/). CSCs are based at organizations (hereafter termed Hosts or Host Institutions) that provide

suitable facilities; partnerships; science, educational, communications, and programmatic capabilities, either alone or in combination with other partners ("consortium partners"). At the national level, USGS (through NCCWSC) provides executive staffing and administrative support, conducts a program to link and synthesize CSC research activities, provides information technology strategy coordination, and supports a Federal Advisory Committee to provide input to the program (see https://nccwsc.usgs.gov/acccnrs).

2. The goal of each CSC is to work with managers of land; water; fish and wildlife; and nearshore, coastal, and cultural heritage resources to identify high priority resource management and decision needs for which information on climate/global change, impacts, and adaptation is needed, and to develop (through co-development where possible) scientific information and tools that can help managers develop strategies, policies, programs, and activities for responding to climate/global change.
3. The primary functions of CSCs are to:
    a. Identify priority management needs through ongoing interactions with management entities within the region and to identify scientific information and tools that may inform these management challenges. Wherever possible, this should involve an appropriate level of co-development, which entails processes and relationship-building to frame management questions, understand the objectives of managers and other key stakeholders, develop science/research plans to address management questions, and ensure the appropriate transfer and use of information to improve management of natural and cultural resources in a changing climate.[2]
    b. Identify impacts of climate/global change on priority species, habitats/ ecosystems, ecosystem goods and services, and other natural and cultural resources within the region, as guided by the management priorities identified above.
    c. Translate, integrate, aggregate, and synthesize existing or new scientific information to meet key information needs identified in conjunction with natural and cultural resource managers.
    d. Work with partners to identify, evaluate, and provide science to design, implement, and evaluate adaptation strategies to address identified climate impacts (along with other forcings such as land use or land cover change) on priority resources.
    e. Foster and educate the "next generation" of climate science professionals by supporting students or post-doctoral researchers at each Center and providing experiences that help them understand high-priority management challenges, the management objectives of key stakeholders, and how science can provide information about the impacts of potential policies on these management challenges and objectives.
    f. Foster climate impacts and adaptation expertise by conducting other capacity-building activities.
    g. Provide information management capacity and infrastructure for the Center's research activities. This does not include the development of regionally specific data portals, repositories, or online data management systems. CSCs should leverage

[2] Based on the 2015 report of the Advisory Committee on Climate Change and Natural Resource Science, available at https://nccwsc.usgs.gov/acccnrs.

the infrastructure developed and supported by NCCWSC. Support for a CSC data steward may be included. See Part IV.B. Proposal Contents for details.

4. Climate Science Centers operate in a highly partnership-oriented governance environment, including the following critical partnerships:
    a. Each CSC currently has a "Stakeholder Advisory Committee" that includes representatives of government entities (state, Federal, tribal, sovereign) from the region, who provide input on regional management and science priorities, as well as outreach and partnership activities. Input from and engagement of CSC Host Institutions (and, where applicable, consortium partners) and USGS regional science assets are crucial components of this science-management dialogue.[3] A Federal Advisory Committee provides national/program-wide input.
    b. Research and other activities undertaken by CSC Hosts/partners and Federal staff are parts of, and should be managed as, a coherent response to information needs identified by stakeholders. Close partnership between CSC Hosts/partners and USGS principals is required in designing a scientific program and ensuring its effective implementation and communication.
    c. CSC scientific needs require expertise and perspective from across the CSC, whether this occurs at one institution or amongst several consortium partners, and USGS Centers.
5. Each CSC serves as a node in a national network. While its primary goal is to provide a full complement of regionally focused capabilities at each CSC, DOI is interested in the development of unique, nationally recognized capabilities that can serve nationwide needs. To facilitate national recognition and consistency, NCCWSC-developed high-level communication guidance must be implemented on websites and other public products.
6. Information and data management are crucial elements in enabling seamless interactions across the CSC network. CSC research activities funded through this agreement or through related agreements must comply with USGS Public Access Plan and Data Management Policies (http://www.usgs.gov/quality_integrity/open_access/) and NCCWSC Data Policies (https://nccwsc.usgs.gov/content/data-policies-and-guidance). Requirements include completion of project metadata and data management plans for CSC research projects. Research data management plans, research data products, associated metadata, and other products developed with CSC funds must be submitted to NCCWSC or the CSC Data Steward when projects are complete. Host Institutions should work with NCCWSC on this function.
7. CSCs include USGS employees and may include staff from other public or private organizations. Several CSCs (Alaska, Northwest, Southwest, North Central, and Northeast) are anticipated to have staff (tribal climate science liaisons) supported by the Bureau of Indian Affairs, beginning in 2016. Other DOI bureaus are anticipated to provide resources (including staff) for CSC operations over time. The specific staffing and expertise at each CSC will be defined by the scientific priorities and focus of that Center and by available partnerships that facilitate access to external scientific assets. USGS/DOI staffing at CSCs

[3] USGS is committed to ensuring – and proposers need to be prepared to engage in – high level, extensive and direct engagement between CSC partners and stakeholder groups such as the Stakeholder Advisory Committee. This engagement is required to ensure overall program directions are most effectively designed to meet management information needs.

may include the CSC Director and Deputy Director, Science/Research Coordinator, researchers, tribal liaisons, administrative personnel, etc. Students and post-doctoral researchers may also be located at the CSC for a total of up to 10 employees.

PART III. Proposals to Host Climate Science Centers

A. General Expectations, Requirements, and Conditions

1. The Department will enter into Hosting Agreements only with institutions (or units within institutions) that meet the following criteria:
    a. Provide appropriate expertise, experience to achieve the CSC mission of identifying climate/global change impacts to and effective adaptation strategies for land; water; fish and wildlife; nearshore, coastal and cultural heritage resources; and the ecosystem services upon which human communities depend.
    b. Demonstrate institutional commitment to a multi-disciplinary and organizationally effective science and management support program, through the direct involvement of senior representatives of multiple departments, colleges, etc. or higher level institutional sponsorship and engagement (e.g., dean, vice president of research, etc.)
    c. Demonstrate commitment to the actionable science/co-development model, and make available relevant science capabilities that complement and enhance USGS and DOI scientific computing and data visualization capacity and that of other science partners.
    d. Demonstrate a willingness to engage as partners with the CSC Director and other USGS staff in shaping and guiding a research portfolio to meet high-priority regional needs, as well as willingness to make the CSC a vibrant, growing entity that is "greater than the sum of its parts."
    e. Contribute to the training of the "next generation" of climate adaptation experts and, more broadly, the expansion of capacity to address climate impacts on and adaptation for natural and cultural resources.
        i. Graduate education and post-graduate training are expected components of any proposals, but other, less formal capacity-building efforts are also of interest. This training can include formal "climate/global change fellow" programs that involve fellows in formal seminars and other training activities. Training may also involve formal research activities and responsibilities with university faculty, either in research projects funded by the CSC or other global change related research activities.
        ii. Graduate and post-doctoral training supported under a CSC Hosting Agreement must involve research or other activities directly linked to the CSC science agenda and program. USGS/CSC staff must have substantial involvement in the selection of students and post-doctoral researchers and input on their programmatic activities, so as to ensure strong linkage of these activities to CSC science needs. Proposals must clearly articulate this relationship.
        iii. In general, proposed formal training programs should include no more than six to ten graduate students or post-doctoral researchers in a given academic

year, without a strong justification that their activities will be effectively managed to contribute to the CSC mission. Undergraduate educational initiatives may be proposed.

f. Proposals must identify a single individual at the Host Institution to serve as the University Director/Principal Investigator.[4] The proposal should provide an explanation of how this individual is or will:
    i. Be familiar with the full suite of activities underway within the Host Institution, consortium partners, and other CSC-funded investigators (e.g., USGS).
    ii. Play a leadership role in the strategic planning and implementation of this portfolio, in conjunction with the CSC Director and the Stakeholder Advisory Committee.
    iii. Encourage and facilitate the engagement of faculty and staff from across the institution (and CSC consortium, where appropriate) to increase awareness of, and where possible, increase contribution to, the goals of the CSC.
    iv. Facilitate the development of the CSC as a known and desired research and training partner across the involved institution(s).
    v. Serve as an advocate for CSC needs with Host Institution management, including:[5]
        1. Timely and efficient award, subaward, and contract management
        2. Timely and efficient implementation of agreement commitments (e.g., for space, personnel, reporting, etc.)
        3. Management of university-paid staff (e.g., office assignments, computer availability and support, with the understanding that some research staff might be more directly involved in USGS-directed projects)

g. Communication of scientific results to intended users is an integral and expected element of CSC funded research. Proposals should address how they will address communication needs and suggest mechanisms for evaluation of the effectiveness of science-management information activities. At a minimum, proposals should indicate support for basic communications activities for the CSC that conform to NCCWSC communication guidelines. Basic communication activities required by USGS and DOI include providing weekly highlights of upcoming activities, coordination of press releases (as appropriate), coordination of CSC communication activities with NCCWSC and USGS Communication staff, and the development and maintenance a CSC website. Include strategy for website hosting, content updates, and maintenance.

[4] USGS awards identify the primary individual responsible for a project as the "Principal Investigator". However, in the CSC operations, this individual is usually referred to as the "University Director".

[5] The CSC Director will be responsible for the following items, with appropriate consultation with the University Director/Principal Investigator: establishing/engaging a Stakeholder Advisory Committee or its analogue (e.g., Alaska Climate Change Executive Roundtable); managing overall interactions with key partners, including Federal, state, sovereign, and tribal/indigenous entities; managing USGS funds; developing a research agenda based on input from stakeholders, Host and consortium partners, and, as appropriate, on guidance from NCCWSC/USGS; managing USGS employees at the CSC and integrating other Federal or partner employees (e.g., BIA-funded liaisons); and ensuring compliance with USGS and other relevant scientific integrity requirements.

    h. Provide adequate administrative support to ensure rapid and responsive financial award management at both the pre- and post-award stages that adheres to DOI, OMB, and other relevant regulations and policies.

2. The Department identifies the following considerations that will influence selection of Host Institutions:
    a. Effective governance and engagement: Realistic and effective plans describing governance and interaction strategies among institutional colleges and departments; across consortia members; with USGS science centers, units, and programs; and with other related institutions, with the goal of fostering collaborative activities and engaging expertise from across the Host and partner institutions. Demonstration of substantial institutional-level commitment is strongly encouraged.
    b. Fostering student and early career engagement: Effective strategies for ensuring collaborative interactions and a sense of involvement with the CSC, especially where students and post-doctoral researchers are distributed among departments or institutions. Also of interest are activities that enhance student/early-career learning or otherwise enhance education and capacity-building activities, including interdepartmental student committee membership, interdepartmental seminars, graduate fellowships opportunities, and other regular and frequent activities among faculty and graduate students from a variety of disciplines.
    c. Addressing tribal and indigenous communities: Engagement of tribal institutions, including tribes and tribal colleges/universities, and other institutions affiliated with American Indians, Alaska Natives, Native Hawaiians, Pacific Islanders; training; extension faculty involvement, etc.
    d. Building regional science capacity: Expand regional access to science and fostering regional science-management dialogue, through regional "summits," etc.
3. Where consortium arrangements are proposed, the Department will consider the following factors:
    a. Clear and substantive roles for all consortium members: Consortium members must either be funded to support specific substantive activities connected to the CSC science agenda or serve other clearly defined functions/roles.
    b. Effective use of funds: An appropriate balance between the numbers of faculty provided with funding from the Hosting Agreement (for themselves or students/post-docs) and the imperative to maintain a low fixed cost burden. See also 1.e.iii above.
    c. Effective cross-institutional governance. See also 2.a above.
4. Proposals may include the provision of space to house the CSC, including USGS staff, other Federal staff (e.g., BIA-funded positions), Host staff, and students and post-doctoral researchers. Ideally, such space would provide a visible and recognizable on-campus "location" for the CSC.
    a. Space arrangements will be discussed directly with applicants as part of the agreement finalization process.
    b. Where space is proposed as part of the agreement, especially where both Federal and university staff (e.g., faculty, students) are to be housed together, details regarding the extent and nature of support for that space should be provided, e.g., furniture,

supplies and equipment ordering and maintenance (copier, paper, whiteboards, etc.), communications infrastructure.

5. Proposals may include funding for CSC "data stewards." See Part IV.B. Proposal Contents for details.

B. Eligibility - Who May Submit a Proposal

1. Organizations eligible to submit proposals under this Announcement include state, not-for-profit, local government, and tribal entities, including academic institutions. USGS entities may not submit proposals and may not be listed as formal partners on proposals. Federal agencies may participate in the execution of projects; they will receive money through other methods as appropriate and not through Federal financial assistance (i.e., the CSC hosting cooperative agreement).
2. Any eligible organization or consortium interested in hosting a Center in the Alaska, Northwest, Southeast, or Midwest CSC region(s) may apply. Consortium partners are not required to be physically located within their corresponding CSC region. However, proposals involving institutions located outside the focal region should provide strong evidence of experience and capability to conduct research and maintain active partnerships with resource management stakeholders within the focal region, either directly or through other consortium members.
3. Proposals may be submitted by a single institution or by one institution serving as the CSC Host, along with additional consortium partners. Consortium partners should only be included if they will play a clear and substantive role in CSC strategy and operations. Examples include the provision of cooperative agreement funding for faculty and students or post-doctoral researchers for activities related to the CSC science agenda.
4. Organizations may submit more than one proposal. Candidate Hosts may also be included as consortium partners on proposals for which others have a Host role. Candidate consortium partners may be listed on multiple proposals.

C. Proposal Funding and Scope Considerations

1. It is anticipated that the CSC Hosting Agreements will be funded for one base year and up to four (4) renewal years. Beyond the base year, each subsequent year of funding will be contingent upon satisfactory performance (including both substantive and financial), satisfactory submission of required reporting, and hosting of an annual review meeting to discuss progress during the preceding year. All renewals are at the discretion of USGS. All awards and funding under this announcement are subject to the availability of funds. "Required reporting" includes financial and annual reporting included as standard requirements under USGS cooperative agreements, and any reporting required under grants or agreements issued under the auspices of the CSC hosting cooperative agreement to support scientific and related activities.[6]

[6] In recent years, required annual reports from CSC university partners were, at USGS direction, merged with overall CSC "annual reports" for a broad audience. This practice will be modified significantly, returning to a model of annual reporting that supports increased communication about university activities and enables greater oversight of specific commitments. A listing of deliverables and commitments will be drafted based on accepted proposals and made part of the resulting cooperative agreement. This listing will be the basis of annual reviews by USGS in anticipation of release of upcoming-year funds

2. USGS will enter into a cooperative agreement with a single institution. This Host Institution will be responsible, where applicable, for transferring funds from the hosting agreement to consortium partners. It will also be the recipient of research project funding for all partner institutions and will be responsible for transferring these funds and providing appropriate subaward oversight. Proposals including consortium partners must be submitted as a single integrated proposal by the lead Host Institution.
3. Host Institutions will be eligible for projects and project funding as a component of this agreement. Research or other project activities must address the goals of the Center as described in the Centers' Science Agenda or Strategic Plan. They must also comply with NCCWSC and USGS data management policies, including the preparation of Data Management Plans (see https://nccwsc.usgs.gov/content/data-policies-and-guidance). As noted, research project funds will be awarded only to the Host Institution, with any subawards to consortium partners or others administered by the Host. All funded research intended for publication must provide attribution of the USGS funding (see https://nccwsc.usgs.gov/project-tracking).
4. Each CSC region faces a unique suite of climate impacts and natural resource management challenges, a diverse array of partners, and demands for services that likely exceed available resources. The Federal resources available at each CSC generally consist of:
    - Funds provided to the Host for hosting the CSC (i.e., the agreement to be awarded under this Announcement) and subsequently, as appropriate, to consortium partners
    - Federal staff salaries (e.g., USGS and BIA-funded positions)
    - Discretionary funds allocated by the NCCWSC to the CSC for scientific and other activities, which may be transferred to the Host Institution for activities at the host or partner institutions as well

    In the past, many CSC Host Institutions have provided in-kind and financial resources that augment these Federal funds.

While staffing and discretionary funds provided to CSCs are essentially equal across the eight CSCs, Hosting Agreement funds (for Agreements in effect in 2017) may vary significantly (i.e., these funds have previously ranged from below $400,000 per year to more than $1.4 million per year). There is no established "target" or "ceiling" for proposals under this Announcement. However, USGS and the Department believe that roughly similar resources should be made available in each region and seek hosting proposals within the mid-range of previous Hosting Agreements.

PART IV. Proposal Preparation Instructions

A. Proposal Preparation

Failure to comply with the required application components listed below may result in the proposal being rejected. The USGS cannot request or receive supplemental or replacement application components after the closing date/time under this Program Announcement.

1. **Required Forms:** All proposals musts include the following documents, which are submitted as part of the Grants.gov submission process. ***These mandatory forms are provided in Grants.gov***:
    a. **Standard Form 424**, Application for Federal Assistance. The person who electronically submits the SF-424 must have the authority to bind the organization to the terms of the assistance award.
    b. SF-424A, Budget Information – Non-Construction Programs
    c. SF-424B Assurances – Non-Construction Programs
2. **Proposal Components:** Each proposal must include four separate components, preceded by a **title page** that provides basic information regarding the submitting organization, including name, physical address, and contact information for a single primary point of contact for the proposal:
    a. **Technical Proposal Narrative (See Section IV.B below)**
    b. **Budget Tables (See Section IV.C and Instructions below)**
    c. **Budget Justification text (See Section IV.C and Instructions below)**
3. **Proposal Format:** The proposal technical narrative, budget tables, budget justification, and letters of support **must be combined together into one PDF document, in the order noted above**, and submitted through Grants.gov. Applications **must be not more than 15 pages** (including figures, tables, but not including references, appendices, curriculum vitae, etc.), **using Times New Roman not smaller than 12-point font, single-spaced, with one-inch page margins**. All pages of the application shall be numbered. All text, figures, and tables shall be sized to fit on 8½" by 11" paper. The standard (SF) forms noted above and letters of support do **not** count toward the 15-page limit. The application shall be in color as needed for review by peer review panel members.

In the Grants.gov forms, allowing your mouse to hover over a field will provide instructions for completing that field. You can also click on the "Check Package for Errors" button to check the entire application for validation errors (incomplete fields, etc.).

B. Proposal Contents – Technical Proposal Narrative

Provide detailed information to describe your organization's ability to host a CSC. Include section titles at the beginning of each section. If additional information about your natural resource and climate/global change research program and partnerships can be found online, refer to the appropriate links. Exceeding the page limit will not be beneficial, as the additional pages will not be evaluated.

The narrative should address the following elements:

1. Consortium Skills and Interactions

NCCWSC seeks consortia in which all members will play an active and direct role in conducting and overseeing research projects and related CSC activities undertaken by the consortium. Proposals that include multi-institution consortia should address the role/skill set of each partner institution and how the proposal principals will interact.

a. Identify the individual at the Host Institution who will serve as University Director/Principal Investigator. Describe this person's role and what funding (for the University Director/Principal Investigator or other staff) is requested to support this requirement. Describe why this department/center as a host "home" and individual as university leader are best suited to addressing the science challenges facing the CSC.
b. As appropriate, identify the proposal principals (leadership team), who should include, at a minimum, one senior investigator from each consortium partner. Identify each principal's individual strengths and how their expertise complements, supplements, or amplifies that of the other leadership team members. Describe how the leadership team will coordinate and interact with one another. Provide brief descriptions of the current research activities (e.g., awards, projects) of each proposal principal.
c. Describe institutional-level commitment to the CSC, including how the institution will coordinate and work across Departments, Colleges and other administrative units within the institution.
d. Describe the governance strategy and activities for the consortium team, including proposed modes of interaction between Host and consortium partners and between all partners and the CSC Director and staff.
e. Describe the institutional context in which the CSC would be located; that is, list other departments and programs that would be closely associated, including other Federal or non-Federal partners (e.g., NOAA Cooperative Institutes or USDA Forest Service labs), etc. Describe any anticipated activities or strategies to maximize the benefits from and leveraging of these assets. The roles of all partners (Federal and non-Federal) must be clearly identified.
f. Describe how proposal principals would enable and encourage other faculty, staff, and students to participate in research activities. Describe how the consortium leadership would facilitate awareness of and potential engagement in responding to requests for proposals issued by a CSC.
g. Identify any involvement of proposal principals in activities or projects of:
    i. The National Climate Change and Wildlife Science Center (NCCWSC)
    ii. Climate Science Centers (CSC)
    iii. Landscape Conservation Collaboratives (LCC)
    iv. USDA Regional Climate Hubs (Hubs)
    v. Regional Integrated Science and Assessment (RISA) center(s)
    vi. Other entities whose mission reflects similar goals, providing information for adaptation planning and decision making for natural and/or cultural resources

2. Science

a. Explain the team's vision of the nature of the science required for climate and other global change related adaptation or resource management decision making in the region and of the most effective approaches for meeting those needs. Identify how specific university or consortium skills match up with needs and complement USGS resources. Describe how the proposal, with details provided for individual members of the team, will effectively support research and related activities across the relevant CSC region. Identify new capabilities that need to be developed regionally, as appropriate. Provide at

least one case example for each of the proposal principals that involves identification of climate impacts or adaptation strategies for natural or cultural resources.

b. Explain the proposal team's understanding of "co-production" and "actionable science" or "usable science." Describe how the consortium would facilitate and foster co-production and actionable science approaches in CSC-funded activities. Provide at least one case example for each of the proposal principals that illustrates co-production or actionable science principles.
c. Describe any proposed activities to generate and foster regional dialogue and information sharing with cultural or natural resource managers on climate impacts and adaptation science.
d. Describe the involvement of consortium partners, and especially the proposal principals, in activities related to American Indians, Alaska Natives, Native Hawaiians, Pacific Islanders, or other indigenous peoples.

3. Education, Training, & Capacity Building

a. List and describe the broad research areas in which students and post-doctoral researchers are proposed (e.g., ecological modeling, vulnerability assessment). Identify the intended physical location(s) and institutional affiliation(s) for the proposed students and post-doctoral researchers.
b. Describe the strategy for linking graduate and faculty activities among multiple departments or institutions. Describe specific actions that will be taken to engage students and faculty across institutions, with the result being to enhance cross-disciplinary learning, to offer new collaboration opportunities, to invite joint funding opportunities, and to show the efficient and effective utilization of unique capacities that each university brings to the consortium. Describe any strategies or plans to facilitate peer-to-peer learning and center cohesion. (This is especially relevant if students and post-doctoral researchers are stationed at multiple locations.)
c. Describe the proposed role of the CSC Director in the selection of and engagement with students and post-doctoral researchers. Describe any proposed mechanisms or opportunities for the CSC Director and researchers to participate in student training, e.g., committee membership, co-teaching,[7] retreats, etc.
d. Describe the process by which students will be selected and outcomes tracked and evaluated, so as to ensure that their activities will be aligned with and advance CSC priorities, while also serving their educational goals. Describe any mechanisms for tracking student projects and products and informing the USGS CSC Director and NCCWSC of these accomplishments.
e. Describe any programs or activities in place or proposed that will foster the engagement in CSC programs of American Indians, Alaska Natives, Native Hawaiians, Pacific Islanders, or other students/researchers from communities under-represented in the climate science field.
f. Describe any other activities proposed, e.g., summer short courses, intensive field exposure, regional climate summits.

[7] USGS staff are not permitted to be lead instructors on university courses. All such activities must involve a university co-teacher.

g. Describe the process and requirements for adjunct faculty status for the CSC Director, Deputy Director, and researchers.

4. Data Steward Support (OPTIONAL)

a. Describe plans/process for support of CSC Data Steward activities, as part of the NCCWSC-coordinated Data Management activities. CSC Data Steward activities include reviewing and assisting with development of data management plans; reviewing metadata and metadata development assistance; transitioning final data and other associated research project products to the approved NCCWSC repositories of ScienceBase or the GeoData Portal; preparing status reports and tracking documents related to data management for CSC and NCCWSC leadership; and participating in NCCWSC and CSC Data Management coordination discussions and meetings.

5. Communications

a. Describe plans/processes for providing and supporting a website for the CSC. Include strategy for hosting, content updates, and maintenance. Note that the website must follow the information stated in the NCCWSC communication guidelines.
b. Describe plans/processes for complying with USGS and DOI communication requirements, such as reporting weekly highlights of upcoming activities, coordinating press releases (as appropriate), and incorporating a review of CSC communication products with NCCWSC and USGS Communication staff.
c. Describe any additional proposed communications and outreach activities and/or staff, and describe how this support would be coordinated/integrated with USGS-led CSC and NCCWSC activities.

6. Administrative

a. As appropriate, describe physical space to be made available to serve the needs of current CSC staff (as described above), plus proposed students and post-doctoral researchers, and reasonable anticipated growth. See Section II.B.7 for additional information. Describe how growth in the CSC will be accommodated. Describe the availability of the proposed space and any actions needed before occupancy (in April 2017).
    i. If space is to be provided at the Host Institution, describe any clerical/administrative support that will be provided to the CSC, such as mailing, memo/letter preparation, scheduling for meetings, etc. Describe whether normal maintenance support (e.g., replacing light bulbs, hanging white boards, moving Ethernet connections, etc.) will be provided under the agreement. Be specific as to activities and charges <u>not</u> to be provided.
b. Describe the indirect charges to be applied to funds received under the Hosting Agreement, including any pass-through funds directed to other partners. Describe the indirect charges to be applied to project awards made under the Hosting Agreement.
c. Describe the administrative and awards management support to be provided to the CSC, including to USGS staff.
    i. Describe the staffing strategy for CSC award and subaward processing. For example, will there be a single point of contact for this activity, or will it be

allocated among multiple analysts in the relevant funds management office? Will there be a single, identified "CSC Awards Manager"? Describe the training and experience of any awards management staff, especially those with dedicated CSC responsibilities. Describe the average processing time between receipt of award by the Host and completion of subawards.

7. In-Kind and Related Support. Proposals should include a separate section identifying any in-kind support, cost concessions, or other contributions to the success of the CSC. Examples of cost share include researcher, student, or staff salary or assistantships; facilities or rent; equipment; return of funds from indirect charges; reduced indirect charges; and other non-Federal support.

8. Do Not Provide Generic Endorsement Letters. Any endorsement letters should describe an interaction between a proposal principal at the Host or consortium partner institution and the endorsing entity that illustrates actionable science principles. Proposals may include up to ten (10) such letters, each of which should not exceed two pages.

C. Proposal Format Instructions – Budget Tables and Detailed Budget

1. All Budget information should be included in the formats provided in Attachment A, B, and C, and in budget justification text that clearly describes the proposed activity, costs, and which institution will undertake the activity.
    a. ALL proposals should include, at a minimum, Attachment A (showing all proposed costs for the entire proposal). If any funding for salary or benefits is requested, Attachment C (showing positions, labor rates, and benefits for all positions requested to be funded by this agreement) should be provided as well.
    b. Proposals from multi-institution consortia should use Attachment A as a summary page to describe costs for the entire proposal, with separate, clearly labeled, versions of Attachment B and Attachment C providing details for each institution. Totals from Attachments B and C should sum to the appropriate totals on Attachment A.
2. Detailed Budget
    a. Provide a detailed cost proposal for all five years (base award year and four renewable years). The detailed proposed budget shall correspond to the information provided in the budget tables. There is no page limit on the detailed budget information that can be provided.
    b. The nature and value of all in-kind contributions by the Host Institution should be explicitly described for each budget category. Examples of cost share include researcher, student, or staff salary or assistantships; facilities or rent; equipment; or other non-Federal support. If cost share includes support from another organization outside of the Host Institution, include a letter from that organization as evidence.
    c. The detailed breakdown described below is required for each category. This will help avoid possible delays in processing a funded proposal, as an award will not be issued until all required information is provided. The budget must include the amount proposal for each of the following items in this order:

i. Salaries and wages. Applicants may wish to request Federal funds to support institution employees who will be associated with the CSC, such as the University Director/Principal Investigator, undergraduate and graduate students, post-doctoral researchers, communications manager, program manager, business manager, or clerical staff. Identify individuals or categories of salaries and wages, estimated hours or percent of time, and the rate of compensation proposed for each person or category. Identify individuals by name and position, estimated hours or percent of time, and the rate of compensation proposed. Include an explanation of the amounts included for projected increases if the rate of pay shown is higher than the current rate of pay. Identify each person with a task in the project. Tuition remission and other forms of compensation paid as, or in lieu of, wages to students performing necessary work are allowable provided that the tuition or other payments are reasonable compensation for the work performed and are conditioned explicitly upon the performance of the work. Tuition and/or tuition remission should be identified in this section of the budget.

ii. Fringe benefits/labor overhead. Indicate the rates/amounts in conformance with normal accounting procedures. Explain what costs are covered in this category and the basis of the rate computations. Indicate whether rates are used for proposal purposes only or whether they are also fixed or provisional rates for billing purposes.

iii. Equipment. Show the cost of all special purpose equipment necessary for achieving the objectives of the project. "Special purpose equipment" means scientific equipment having a useful life of more than one (1) year and having an acquisition cost of $5,000 or more per item. Each item should be itemized and include a full justification and a dealer or manufacturer quote, if available. General purpose equipment must be purchased from the applicant's operating funds. Title to non-expendable personal property shall be vested solely with the Recipient. Under no circumstances shall property title be vested in a sub-tier recipient.

iv. Supplies. Enter the cost for all tangible property. Include the cost of office, laboratory, computing, and field supplies separately. Provide detail on any specific item that represents a significant portion of the proposed amount. If fabrication of equipment is proposed, list parts and materials required for each and show costs separately from the other items.

v. Services or consultants. Identify the tasks or problems for which such services would be used. List the contemplated sub-recipients by name (including consultants), the estimated amount of time required, and the quoted rate per day or hour. If known, state whether the consultant's rate is the same as she/he has received for similar services or under Government contracts or assistance awards.

vi. Travel. State the purpose of the trip and itemize the estimated travel costs to show the number of trips required, the nature of the trips/destinations, the number of people traveling, the per diem rates, the cost of transportation, and

any miscellaneous expenses for each trip. For travel requested to meetings or conferences, include a description of the benefit to the proposed project. Failure to provide this information may result in a determination of the cost as unallowable. Calculations of other special transportation costs (such as charges for use of applicant owned vehicles or vehicle rental costs) should also be shown.

vii. Publication costs. Show the estimated cost of publishing the results of the research. Include costs of drafting or graphics, reproduction, page or illustration charges.

viii. Other direct costs. Itemize the different types of costs not included elsewhere, such as shipping, computing, and equipment use charges not specifically identified in other budget sections. Provide breakdowns showing how the cost was estimated. For example, computer time should show the type of computer, estimated time of use, and the established rates.

ix. Total direct costs. Total items i through viii.

x. Indirect cost/general and administrative (G&A) cost. Show the proposed rate, cost base, and proposed amount for allowable indirect costs based on the cost principles applicable to the Applicant's organization. G&A should not be calculated for any tuition remission. If the Applicant has separate rates for recovery of labor overhead and G&A costs, each charge should be shown. Explain the distinction between items included in the two cost pools. The Applicant should propose rates for evaluation purposes that they are also willing to establish as fixed or ceiling rates in any resulting award. NOTE: A copy of the indirect negotiated cost agreement with the Federal Government will be requested from all applicants recommended for an award. This request will be made at the time of recommendation notification. In the absence of a negotiated cost agreement or CPA certification, the applicant will be required to provide financial documentation to support the calculation of the proposed rates. If no documentation to support the calculation of indirect cost rates is provided, no award will be made.

xi. Amount proposed. Total items ix and x.

xii. Applicant’s contribution to Project Cost Total project cost.

xiii. Total Federal and non-Federal amounts, if any.

NOTE THAT THE COST CATEGORIES MUST BE BROKEN DOWN AS DESCRIBED ABOVE.

PART V. Proposal Evaluation

A. Evaluation Criteria – Overall Value

Proposals will be reviewed for technical quality, responsiveness to the announcement, overall cost, justification for proposed costs and activities, and allocation of cost factors within the proposal.[8] USGS will select the proposal that best meets the CSC/NCCWSC mission.

B. Process

Climate Science Center Host proposals will be reviewed in accordance with the criteria listed below by a Technical Review Panel of approximately one dozen individuals that may include representatives of USGS, other DOI bureaus, other Federal agencies and other partner entities. Each reviewer will provide written input for each proposal reviewed, and the Committee will seek consensus on a recommendation for each region. Procedures to ensure confidentiality and avoid conflict of interest will be implemented.

C. Site Visits

At the discretion of the USGS, one or more individuals may conduct site visits to proposed Host and/or consortium partner institutions as part of the decision process. Visits will be coordinated with applicant institutions, and USGS will provide advance notice of specific issues to be addressed and any other requirements for the visit.

D. Evaluation Criteria

Proposed individuals, departments, and institutions provide demonstrated expertise and experience to achieve the CSC mission of addressing climate/global change impacts to and adaptation of land; water; fish and wildlife; nearshore, coastal, and cultural heritage resources; and the ecosystem services upon which human communities depend

- Proposed Principal Investigator and Department or College has well-defined linkages to climate impacts research or climate/global change adaptation
- The proposed Host Institution adequately describes experience engaging with (or capability to engage) natural or cultural resource managers in climate impact research

Broad institutional support exists and awareness of CSC activities is encouraged among university participants

- Substantive and appropriate engagement and governance of other relevant departments and university administrators is included (see also “Governance and overall structure” below)

Demonstrated understanding of, experience in, and commitment to the co-development and -implementation of applied climate science for the purpose of climate adaptation planning or resource management

- Examples of engaging stakeholders before, during, and after initiation of the research process
- Demonstrated understanding of collaborative research and knowledge co-production

[8] If site visits are conducted, input from these will be considered as well.

Adequate understanding of, commitment to, and resources for establishing a CSC as a cooperative partnership

- Clear description of the role of a University Director/Principal Investigator and other consortium members (if applicable)
- Adequate resources are provided to support the collaborative process and intellectual engagement among CSC staff
- Proposal demonstrates understanding of and commitment to what is needed to make the CSC an exceptional research and training facility for applied climate impact research

Education and capacity building is cogently described, managed effectively, and aligned adequately with CSC-identified priorities

- Clearly stated commitment that sponsored student research or training align with CSC priorities
- Clearly stated intention of collaboration, as appropriate, with the CSC Director
- Appropriate investment of resources in student or post-doc research or training
- Creative or innovative educational and capacity building approaches/activities are encouraged
- Engagement with tribal or other indigenous students and early-career individuals is encouraged

Demonstrated ability to effectively communicate and disseminate climate/global change science to a wide range of managers and decision-makers

- Proposal defines products and/or outlines a strategy for communicating CSC scientific findings
- Demonstrated ability to effectively disseminate climate impact science for the purpose of informing or engaging managers
- Proposals that clearly define broad, effective, or innovative use of technology to enhance communication are encouraged
- Demonstrated ability and innovation in website design and content management

Adequate support is given to providing essential or unmet administrative functions for the CSC

- Staffing levels, skills, and qualifications are well-defined and justified
- Dedicated staff positions for CSC administrative operations are encouraged

A process and mechanism for engagement with tribal and indigenous communities is described

- Demonstrated understanding of the needs of and potential roles for tribal and indigenous communities in CSC research that may be conducted
- Proposed strategies, processes, or activities are described that would allow for rich engagement of tribal/indigenous entities in CSC activities

Governance and overall structure for the Regional CSC enterprise

- How will participating institution(s) be specifically engaged in CSC activities? Roles, functions, and expectations for Host and consortium members (as appropriate) are clearly

described. Mechanisms are proposed to ensure meaningful, cooperative engagement of all consortium members.

- Is the amount of time and effort proposed for funded investigators, students, or post-docs appropriate given the stated needs?
- Is any proposed staffing at the Host Institution justified, and are the desired experience, skills, and roles for proposed staff adequately described?
- How will the Host Institution manage the CSC across various Departments, Colleges and other administrative units to assure university-level engagement?

Data steward support is provided

- Clear description of support and demonstrated understanding of compliance with USGS and NCCWSC data policies
- Clearly stated intention of support for a data steward (if proposed)
- Demonstrated understanding of role of NCCWSC in data management activities

Space is provided

- Is the physical space identified appropriate for the CSC in terms of its area, cohesiveness, and proximity to relevant faculty/students? Are there firm commitments to provide expansion space as needed? Does it comply with USGS guidelines?
- Space considerations will be considered separately as part of overall decision

E. Overall Value Evaluation

Technical Review Panel members will be asked to evaluate all proposals to host CSCs in a region to recommend the "best value to the Government," given costs, proposed activities, and capabilities of the proposals. This evaluation may result in an award to of a proposal that does not receive the highest technical rating of all proposals evaluated.

PART VI. Award Terms and Conditions

Award Recipients must comply with grant award Special Terms and Conditions (Attachment D) and Cost Principles, Audit, and Administrative Requirements (Attachment E). Submittal of an application constitutes the applicant's acceptance of the terms and conditions for inclusion in any award resulting from their application. Any concerns with the requirements of the Special Terms and Conditions shall be presented to the Contracting Officer at least three (3) days prior to the closing date of the Announcement.

-- END OF PROGRAM ANNOUNCEMENT –

BUDGET TABLES – INSTRUCTIONS TO ALL APPLICANTS

1. ATTACHMENT A: BUDGET SUMMARY – TOTAL COSTS FOR ALL INSTITUTIONS

Each proposal must include a single copy of Attachment A reflecting **total costs for the entire proposal (lead institution and consortium members).** This must be accompanied by a detailed budget that describes the components of each cost category and the institution responsible for each of the relevant activities (refer to Section IV.B).

For single institution proposals: Use this sheet to provide totals by cost category for Budget Year 1 to Budget Year 5 (projects will run from 2017 through 2021). Do not provide Attachment B.

"Budget Year" refers to a one-year period beginning on the effective date of the agreement (or its subsequent anniversaries).

2. ATTACHMENT B: BUDGET DETAILS

Each multi-institution proposal must ALSO include one Attachment B for each institution, including the "lead" institution. Totals from Attachments B must sum to the appropriate cost category total on Attachment A.

For single institution proposals: Do not use this sheet.

3. ATTACHMENT C: SALARIES AND WAGES

Each proposal requesting funds for salaries and benefits must include at least one copy of Attachment C. Proposals requesting funds for salaries and benefits for multiple institutions should prepare a separate Attachment C for each institution, with the grand total from these sheets included on Attachment A.

BUDGET TABLES
ATTACHMENT A: BUDGET SUMMARY – Total costs for all institutions

Host Institution / Consortium _____

Cost Category	Budget Year 1	Budget Year 2	Budget Year 3	Budget Year 4	Budget Year 5	Total Budget Years 1-5
1. Salaries and wages						
2. Fringe benefits / labor overhead						
3. Equipment						
4. Supplies						
5. Services or consultants						
6. Travel						
7. Publication costs						
8. Other direct costs						
9. Total Direct Cost (items 1 through 8)						
10. Indirect cost/General and administrative (G&A) cost						
11. Amount proposed (items 9 + 10)						
12. Applicant's contribution						
13. Total Federal and non-Federal amounts if any						

ATTACHMENT B: BUDGET DETAILS – Submit one attachment B for each institution for multi-institution proposals

Host Institution / Consortium _____

THIS BUDGET SHEET IS FOR _____ (institution)

Cost Category	**Budget Year 1**	**Budget Year 2**	**Budget Year 3**	**Budget Year 4**	**Budget Year 5**	**Total Budget Years 1-5**
1. Salaries and wages						
2. Fringe benefits / labor overhead						
3. Equipment						
4. Supplies						
5. Services or consultants						
6. Travel						
7. Publication costs						
8. Other direct costs						
9. Total Direct Cost (items 1 through 8)						
10. Indirect cost/General and administrative (G&A) cost						
11. Amount proposed (items 9 + 10)						
12. Applicants contribution						
13. Total Federal and non-Federal amounts if any						

ATTACHMENT C

SALARIES AND WAGES

ALL PROPOSERS – Provide a separate copy of this form for each institution requesting salary funds. The salary totals provided here should be reflected in Row 1 (salary and benefits) on both Attachment A (Budget Summary – All Institutions) and Attachment B (if a multi-institution proposal).

		Agreement Year 2017		**Agreement Year 2018**		**Agreement Year 2019**		**Agreement Year 2020**		**Agreement Year 2021**		**TOTAL**
		$$	Months (or % time)	$$	Months (or % time)	$$	Months (or % time)	$$	Months (or % time)	$$	Months (or % time)	$$
Position 1	Salary											
	Benefits											
	Subtotal											
Position 2	Salary											
	Benefits											
	Subtotal											
ALL POSITIONS	Salary											
	Benefits											
	TOTAL											

ATTACHMENT D

SPECIAL TERMS AND CONDITIONS

1. Acceptance

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award by signature or electronic means. Awards are based on the application submitted to and approved by DOI and are subject to the terms and conditions incorporated either directly or by reference below.

2. Method of Payment

Payments under financial assistance awards must be made using the Department of the Treasury Automated Standard Application for Payments (ASAP) system (www.asap.gov).

a. The Recipient agrees that it has established or will establish an account with ASAP. USGS will initiate enrollment in ASAP. If the Recipient does not currently have an ASAP account, they must designate an individual (name, title, address, phone and email) who will serve as the Point of Contact (POC). All recipients, including foreign entities, must have a DUNS number and an EIN/TIN number in order to receive payment.

b. With the award of each grant, a sub-account will be set up from which the Recipient can draw down funds. After recipients complete enrollment in ASAP and link their banking information to the USGS ALC (14080001), it may take 7-10 days for sub-accounts to be activated and for funds to be authorized for drawdown in ASAP.

c. Inquiries regarding payment should be directed to ASAP at 855-868-0151.

d. Payments may be drawn in advance only as needed to meet immediate cash disbursement needs.

3. Definitions

A. Grant Agreement

A grant agreement is the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient whenever:

(1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient in order to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the Federal Government; and

(2) no substantial involvement is anticipated between the executive agency, acting for the Federal Government, and the State or local government or other recipient during performance of the contemplated activity.

B. Cooperative Agreement

A cooperative agreement is the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient whenever:

(1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient to accomplish a public purpose of support, or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the Federal Government; and
(2) substantial involvement is anticipated between the executive agency, acting for the Federal Government, and State or local government or other recipient during performance of the activity.

C. Grantee /Cooperator

Grantee or cooperator means the nonprofit corporation or other legal entity to which a grant or cooperative agreement is awarded and which is accountable to the Federal Government for the use of the funds provided. The grantee or cooperator is the entire legal entity even if only a particular component of the entity is designated in the award document. For example, a grant or cooperative agreement award document may name as the grantee one school or campus of a university. In this case, the granting agency usually intends, or actually requires, that the named component assume primary or sole responsibility for administering the grant-assisted project or program. Nevertheless, the naming of a component of a legal entity as the grantee or cooperator in a grant or cooperative agreement award document shall not be construed as relieving the whole legal entity from accountability to the Federal Government for the use of the funds provided.

The term “grantee” or “cooperator” does not include secondary recipients such as sub grantees, contractors, etc., who may receive funds from a grantee pursuant to a grant.

D. Recipient

Recipient means grantee or cooperator.

E. Principal Investigator

The Principal Investigator is the individual designated by the Recipient (and approved by the USGS) who is responsible for the technical direction of the research project. In this Announcement, this individual is referred to as the University Director/Principal Investigator.

The Principal Investigator cannot be changed or become substantially less involved than was indicated in the Recipient's proposal, without the prior written approval of the Contracting Officer.

4. <u>Progress Reports</u>

A. Annual Progress Reports shall be submitted in accordance with the following instructions. Annual reports of the funded project activities provide a record of the recipient's study and preliminary results. Annual reports serve several important functions to the Climate Science Center (CSC) and are used as:

- An essential component of the CSC due diligence activities;
- A means for PIs to communicate significant preliminary research findings or reasons for project delays;
- A metric for gauging the impact of CSC funding programs;
- Presentations and website communication services to advance CSC's mission and activities.

B. The Recipient shall submit the Annual Progress Report electronically to the Climate Science Center Director specified in block 15, on Page 1 and Page 2 of the award document. The Annual Progress Report shall be submitted sixty (60) days prior to the current budget period.

C. Annual Progress Reports do not need to be lengthy, but need to include the following information:

i. ADMINISTRATIVE: Include name and contact information of the award recipient, agency or institution, project title, award number, date of report, and period of time covered by the report;

ii. PURPOSE AND OBJECTIVES: Describe the project goals and objectives, with particular emphasis on changes made to the objectives as stated in the original proposal. If the objectives have been added to, eliminated, or modified, please explain why these changes have been made.

iii. ORGANIZATION AND APPROACH: Explain how each research task is being conducted. Briefly list which research methods are being used to achieve results, including new methods that were not described in the original proposal. Also discuss any problems or delays encountered in conducting the research during the reporting period.

iv. RESULTS: Present your preliminary project results if possible. Both quantitative and qualitative results (descriptions of how well or poorly something worked) are useful. Of particular interest are major discoveries, innovative approaches and solutions, and accomplishments made by the project team to date.

v. NEXT STEPS: State and describe the next steps in the research, including an updated project timeline and anticipated completion date.

vi. OUTREACH: Describe all project-related outreach opportunities to date. Include a list of articles that are in preparation, under review, accepted, or published in peer reviewed journals and other non-peer reviewed journals. Also list project-related conference presentations, seminars, webinars, workshops, or other presentations to the public made by research team members. Report on any communications with decision-makers, including their name and agency and the date(s) and frequency of your communications. Information on whether the decision-makers were involved in the design of the project plan or if the research has been tailored to address a specifically-stated management need is also helpful.

vii. BUDGET: Briefly describe the budget, with particular emphasis on changes to the budget that were submitted and approved in the original proposal. (Note: Section E.2.c requires prior approval from the Contracting Officer for all budget reallocations in excess of 10% of the budget year total.) Discuss reasons for budget reallocation or why funds have not been spent as expected. Separate budget information should be provided for major elements of the year's activities, in detail similar to budget information that was submitted in the proposal and approved.

5. Final Technical Report

A. The Final Technical Report shall be submitted in accordance with the following instructions. The Final Technical Report for the funded project activities provides a record of the recipient's study and results. Final Technical Reports serve several important functions to the CSC and are used as:

- An essential component of the CSC due diligence activities;
- A means for PIs to communicate significant preliminary research findings or reasons for project delays;
- A metric for gauging the impact of CSC funding programs;
- Presentations and website communication services to advance CSC's mission and activities.

B. The Recipient shall submit the Final Technical Report electronically to the CSC Director specified in block 15, on Page 1 and Page 2 of the award document. The Final Technical Report is due 90 calendar days after the period of performance end date.

C. The Final Technical Report shall include the following sections:

i. ADMINISTRATIVE: Include name and contact information of the Recipient, Agency or Institution, project title, award number, date of report, period of time covered by the report, and actual total cost.

ii. PUBLIC SUMMARY: The public summary should be concise and informative, and should be self-contained and intelligible to a layperson. In less than 300 words please describe your major scientific achievements to a non-scientific community (i.e., in non-scientific language) including major benefits of your research to society at large. Highlight the findings and significance of your research to expanding general knowledge in your scientific discipline, and the application of the

results of your research to address significant societal problems. The CSC may use the public summary in publicly-distributed documents and other materials.

iii. TECHNICAL SUMMARY: The technical summary should outline the goals of the original research project and provide a technical description of how these goals were or were not met, highlighting specific achievements. State major research accomplishments made possible by receiving CSC funding. Please indicate how your research results contributed to the advancement of scientific knowledge regionally and/or nationally.

iv. PURPOSE AND OBJECTIVES: This section should include information about the issue(s) the project addressed, and the community it serves. What were the original objectives identified during project initiation? Were they met? Have changes eliminated, added to, or modified the original objectives? Please describe any differences from the original proposal and why these changes were made. This is valuable information for others who are studying the same topic and essential for our evaluation of the project.

v. ORGANIZATION AND APPROACH: This section of the report explains in task orientated terms how the research activities of the project were conducted. Briefly list which research methods were used to achieve results and why they were chosen by the team.

vi. PROJECT RESULTS: Present your project results. Quantitative results (numerical and/or statistical data) and qualitative results (descriptions of how well or poorly something worked) are both important. Tables, graphs and other figures representing your data are excellent ways to summarize data and present them in an accessible way.

vii. ANALYSIS AND FINDINGS: In this section, describe research findings and list major discoveries, innovative approaches and solutions, and accomplishments made by the project team. Please describe the corresponding management applications relevant to these scientific findings.

viii. CONCLUSIONS AND RECOMMENDATIONS: In this section, discuss the results of the project and what you found out. Did you encounter any problems during the project? What project tasks were not completed and why? What would you do differently if you did this project again? Also state and describe the recommended next steps. Based on what you've learned, what do you think should be studied next?

ix. OUTREACH: List the type of outreach that you did, or expect to do, including any publications or other presentations of your project to the public. Include a list of articles that emerged from this research. The list should include articles in preparation, under review, accepted, or published in peer reviewed journals and other non-peer reviewed journals. List any project-related conference presentations made by any team members.

6. <u>Annual Financial Reports</u>

(a) The Recipient will submit an annual SF 425, Federal Financial Report, for each individual

USGS award. The SF 425 is available at *http://www.whitehouse.gov/omb/grants_forms*. The SF 425 will be due in accordance with the following schedule. USGS acknowledges that this annual reporting schedule may not always correspond with a specific budget period.

Award Performance Start Date	Annual Interim Report End Date (year following start date)	Annual Interim Report Due Date (90 days after report end date)
January 1 March 31	March 31	June 30
April 1 June 30	June 30	September 30
July 1 September 30	September 30	December 31
October 1 – December 31	December 31	March 31

(b) The SF 425 must be submitted electronically through the FedConnect Message Center (www.fedconnect.net) or, if FedConnect is not available, by email to SF425@usgs.gov with a cc to the Contracting Officer. Recipient must include the USGS award number in the subject line of all correspondence. If, after 90 days, Recipient has not submitted a report, the Recipient's account in ASAP will be placed in a manual review status until the report is submitted.

7. <u>Final Financial Report</u>

A. The Recipient will liquidate all obligations incurred under the award and submit a final SF 425, Federal Financial Report in accordance with D.3.b. no later than 90 calendar days after the Agreement completion date.

B. Recipient will promptly return any unexpended federal cash advances or will complete a final draw from ASAP to obtain any remaining amounts due. Once 120 days has passed since the Agreement completion date, USGS shall unilaterally deobligate federal funds as reflected in the Final SF425.

C. Subsequent revision to the final SF 425 will be considered only as follows:

i. When the revision results in a balance due to the Government, the Recipient must submit a revised final SF 425, Federal Financial Report, and refund the excess payment whenever the overcharge is discovered, no matter how long the lapse of time since the original due date of the report.

ii. When the revision represents additional reimbursable costs claimed by the Recipient, a revised final SF 425 may be submitted to the USGS Contracting Officer with an explanation. If approved, the USGS will either request and pay a final invoice or reestablish the ASAP subaccount to permit the Recipient to make a revised final draw. Any revised final report representing additional reimbursable amounts must be submitted no later than 1 year from the due date of the original report, i.e., 15 months following the Agreement completion date. USGS will not accept any revised SF 425 covering additional expenditures after that date and will return any late request for additional payment to the Recipient

8. Adherence to reporting requirements

A Recipient's failure to submit the required Final Technical Report and Final Financial Report by the due dates noted above, will likely result in delay or non-issuance of new awards. Failure to submit a Progress Report for multi-year awards will likely result in delayed renewal of funds.

9. Publications

(a) Acknowledgment of Support

Recipient is responsible for assuring that an acknowledgment of USGS support:

1. is made in any publication (including World Wide Web pages) of any material based on or developed under this Agreement, according to guidelines found at https://nccwsc.usgs.gov/project-tracking
2. is orally acknowledged during all news media interviews, including popular media such as radio, television and news magazines.

(b) Disclaimer

Recipient is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this Agreement, contains the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Geological Survey. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Geological Survey."

(c) Publication

Publication of the results of any project carried out under this assistance award is authorized in professional journals, trade magazines, or may be made by the USGS. Such manuscripts or publications submitted to journals or professional publications for publication shall be accompanied by the following notation:

"This manuscript is submitted for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints for Governmental purposes."

(d) Copies for USGS

Recipient is responsible for assuring that the USGS Project Office is provided access to, either electronically or in paper form, a copy of every publication planned for publication simultaneously with its submission for publication. One reprint of each published article shall be submitted to the USGS Project Office immediately following publication.

(e) Department of the Interior Requirements

Two copies of each publication produced under a Grant or Cooperative Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication. The address of the library is:

U.S. Department of the Interior
Natural Resources Library
Division of Information and Library Services
Gifts and Exchange Section
18th and C Streets, NW
Washington, DC 20240

10. Adherence to Original Research Objective and Budget Estimate

Any commitments or expenditures incurred by the Recipient in excess of the funds provided by this award shall be the responsibility of the Recipient. Expenditures incurred prior to the effective date of this award cannot be charged against award funds.

11. Revisions and Prior Approvals

Modifications to this Agreement shall generally be executed by mutual written consent of the parties, with the exception of certain purely administrative changes that may be executed unilaterally by the USGS. Recipients may make certain limited budgetary and programmatic changes without prior USGS approval as outlined in 2 CFR 200.308 and 200.407. Any proposed change which requires prior written approval of the USGS shall be submitted in writing to the address at D.1 at least thirty (30) days prior to the requested effective date of the proposed change. The USGS will respond to the change request within thirty (30) days of receipt.

a) Extensions. Recipients are specifically advised that requests for extension or other change to the budget or project period(s) require prior written approval. Such requests must be submitted as outlined above and be accompanied by a statement supporting the extension and a revised budget indicating the planned use of all unexpended funds during the proposed extension period.

b) Transfer of Funds. Recipients are specifically advised that prior written approval of the USGS Contracting Officer is not required for transfer of funds between direct cost categories when the

cumulative amount of the transfer during the performance period does not exceed ten percent (10%) of the total USGS award. Prior written approval is required from the USGS Contracting Officer for transfers of funds in excess of the ten percent limitation.

c) Carry Forward of Funds. Recipients are specifically advised that prior written approval by the USGS Contracting Officer is required to carry forward unobligated balances to subsequent budget periods. It is expected that funds be expended during the budget period for which they are obligated. The request must include the amount of funds to be carried over, why the carry-over of funds is necessary, and for how long the funds should be carried over.

12. Government Furnished Equipment or Equipment Authorized For Purchase

Title to equipment acquired wholly or in part with Federal funds shall be vested in the Recipient unless otherwise specified in the award document. The Recipient shall retain control and maintain an inventory of such equipment as long as there is a need for such equipment to accomplish the purpose of the project, whether or not the project continues to be supported by Federal funds. When there is no longer a need for such equipment to accomplish the purpose of the project, the Recipient shall use the equipment in connection with other Federal awards the Recipient has received. Disposal of equipment shall be in accordance with 2 CFR 200.313.

☐ (select this box if no equipment is provided or authorized for purchased on this grant/cooperative agreement).

☐ (select this box if equipment will be provided or purchased).

The following equipment will be vested with the recipient: (list equipment)

13. Pre-agreement 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.

14. Award Closeout

Awards will be closed out once all requirements have been met. Technical and financial reports must be submitted on time as specified in section 5, above. Failure to adhere to the reporting requirements may result in no future awards.

15. Seat Belt Provision (Executive Order 13043)

Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducing education, awareness, and other appropriated programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

16. Federal Leadership on Reducing Text Messaging while Driving (Executive Order 13513)

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. (http://www.whitehouse.gov/the_press_office/Executive-Order-Federal-Leadership-on-Reducing-Text-Messaging-while-Driving/)

17. Use of U.S. Flag Air Carriers

Any air transportation to, from, between or within a country other than the U.S. of persons or property, the expense of which will be paid in whole or in part by U.S Government funding, must be performed by, or under a code-sharing arrangement with, a U.S. flag air carrier if service provided by such a carrier is "available" (49 U.S.C. 40118, commonly referred to as the Fly America Act). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number. See the Federal Travel Regulation §301-10.131 - §301-10.143 for definitions, exceptions, and documentation requirements. (See also Comp. Gen. Decision B-240956, dated September 25, 1991.)

18. Trafficking in Persons (2 CFR Part 175)

A. Provisions applicable to a recipient that is a private entity.

(i) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not --

(a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
(b) Procure a commercial sex act during the period of time that the award is in effect; or
(c) Use forced labor in the performance of the award or subawards under the award.

(ii) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --

(a) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
(b) 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 –

1. Associated with performance under this award; or
2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400.

B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity --

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either --

(a) Associated with performance under this award; or

(b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400.

C. Provisions applicable to any recipient.

(i) 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.

(ii) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(b) Is in addition to all other remedies for noncompliance that are available to us under this award.

(iii) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

(i) "Employee" means either:

(a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(b) 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.

(ii) "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.

(iii) "Private entity":

(a) 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.

(b) Includes:

1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

2. A for-profit organization.

(iv) 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).

19. <u>Reporting Subawards and Executive Compensation Information (2 CFR Part 170).</u>

a. *Reporting of first-tier subawards.*

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

2. *Where and when to report.*

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

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

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

b. *Reporting Total Compensation of Recipient Executives.*

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

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

ii. in the preceding fiscal year, you received—

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

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

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

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

i. As part of your registration profile at *https://www.sam.gov.*

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

c. *Reporting of Total Compensation of Subrecipient Executives.*

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

i. in the subrecipient's preceding fiscal year, the subrecipient received—

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

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

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

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

i. To the recipient.

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

d. *Exemptions*

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

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

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

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

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

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-

Federal entity.

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

3. *Subaward:*

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

ii. 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 subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

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

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

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

i. *Salary and bonus.*

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

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

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

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

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

20. <u>System of Award Management and Universal Identifier Requirements (2 CFR Part 25)</u>

a. *Requirement for System of Award Management*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. *Requirement for Unique Entity identifier Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. *Definitions*

For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

i. A Governmental organization, which is a State, local government, or Indian Tribe;
ii. A foreign public entity;
iii. A domestic or foreign nonprofit organization;
iv. A domestic or foreign for-profit organization; and
v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

i. Receives a subaward from you under this award; and
ii. Is accountable to you for the use of the Federal funds provided by the subaward.

21. Prohibition on Members of Congress Making Contracts with Federal Government (41 USC Section 6306)

No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

22. Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection (41 USC Section 4712)

This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1,

2017.

a. This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the *National Defense Authorization Act for Fiscal Year 2013* (P.L. 112-239).

b. Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

23. <u>Patent Rights (37 CFR § 401.14)</u>

Insert the following award term if the recipient is an individual, small business, non-profit organization, university or other institution of higher education. This award term does <u>not</u> apply to State, Local or Tribal governments or foreign entities.

Unless otherwise provided in the Agreement, if this Agreement is for experimental, developmental, or research work, the following clause (implementing the Bayh-Dole Act, [35 U.S.C. § 200 et seq.]) shall apply. The recipient shall include this clause in all subawards for experimental, developmental, or research activities.

a. *Definitions*

1. INVENTION means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the USC, to 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)) must also occur during the period of 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 Pub. L. 85–536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, 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. NON-PROFIT ORGANIZATION means a domestic 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 (26 U.S.C. § 501(a)) or any domestic non-profit scientific or educational organization qualified under a State non-profit 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 the provisions of this Patent Rights clause and 35 U.S.C. § 203. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world. If the Agreement indicates it is subject to an identified international agreement or treaty, the U.S. Geological Survey (USGS) also has the right to direct the recipient to convey to any foreign participant such patent rights to subject inventions as are required to comply with that agreement or treaty.

b. *Allocation of Principal Rights*

1. The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this Patent Rights clause, including (2) below, and 35 U.S.C. § 203. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world. If the Agreement indicates it is subject to an identified international agreement or treaty, the U.S. Geological Survey (USGS) also has the right to direct the recipient to convey to any foreign participant such patent rights to subject inventions as are required to comply with that agreement or treaty.

2. If the recipient performs services at a Government owned and operated laboratory or at a Government owned and recipient operated laboratory directed by the Government to fulfill the Government's obligations under a Cooperative Research and Development Agreement (CRADA) authorized by 15 U.S.C. 3710a, the Government may require the recipient to negotiate an agreement with the CRADA collaborating party or parties regarding the allocation of rights to any subject invention the recipient makes, solely or jointly, under the CRADA. The agreement shall be negotiated prior to the recipient undertaking the CRADA work or, with the permission of the Government, upon the identification of a subject invention. In the absence of such an agreement, the recipient agrees to grant the collaborating party or parties an option for a license in its inventions of the same scope and terms set forth in the CRADA for inventions made by the Government.

c. *Invention Disclosure, Election of Title and Filing of Patent Applications by Recipient*

1. The recipient will disclose each subject invention to USGS within two months after the inventor discloses it in writing to recipient personnel responsible for the administration of patent matters. The disclosure to USGS 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 of the nature, purpose, operation, and, to the extent known, 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, 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 USGS, the recipient will promptly notify USGS 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 USGS within two years of disclosure to USGS. 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 U.S., the period for election of title may be shortened by USGS 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 an 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 U.S. 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 when permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications when such filing has been prohibited by a Secrecy Order.
4. Requests for extension of the time for disclosure to USGS, election, and filing under subparagraphs 1., 2., and 3. may, at the discretion of USGS, be granted.

d. *Conditions When the Government May Obtain Title*

The recipient will convey to USGS, upon written request, title to any subject invention:

1. if the recipient fails to disclose or elect the subject invention within the times specified in paragraph c. above, or elects not to retain title, provided that USGS 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 paragraph c. above, but prior to its receipt of the written request of USGS, the recipient shall continue to retain title in that country; or 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 a reexamination or opposition proceeding on, a patent on a subject invention.

e. *Minimum Rights to Recipient*

1. The recipient will retain a non-exclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the recipient fails to disclose the subject invention within the times specified in paragraph c. above. The recipient’s license extends to its domestic subsidiaries 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 made. The license is transferable only with the approval of USGS except when transferred to the successor of that part of the recipient's business to which the invention pertains.

2. The recipient's domestic license may be revoked or modified by USGS 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. 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 discretion of USGS to the extent the recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, USGS 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 USGS 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 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. *Recipient Action to Protect Government's Interest*

1. The recipient agrees to execute or to have executed and promptly deliver to USGS all instruments necessary to: (i) establish or confirm the rights the Government has throughout the world in those subject inventions for which the recipient retains title; and (ii) convey title to USGS 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 this 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. The disclosure format should require, as a minimum, the information requested by paragraph c.1 above. The recipient shall instruct such employees through the 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 USGS of any decision not to continue 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 30 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 U.S. patent application 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 the U.S. Geological Survey. The Government has certain rights in this invention."

5. The recipient or its representative will complete, execute and forward to USGS a confirmation of a License to the U.S. Government and the page of a United States patent application that contains the Federal support clause within two months of filing any domestic or foreign patent application.

g. *Subcontracts*

1. The recipient will include this Patent Rights clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the recipient in this Patent Rights clause, and the recipient will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractors' subject inventions.
2. In the case of subcontracts, at any tier, when the prime award by USGS was a contract (but not a cooperative agreement), USGS, subcontractor, and contractor agree that the mutual obligations of the parties created by this Patent Rights clause constitute a contract between the subcontractor and the Foundation with respect to those matters covered by this Patent Rights clause.

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 USGS may reasonably specify. The recipient also agrees to provide additional reports in connection with any march-in proceeding undertaken by USGS in accordance with paragraph j. of this Patent Rights clause. As required by 35 U.S.C. § 202(c)(5), USGS agrees it will not disclose such information to persons outside the Government without the permission of the recipient.

i. *Preference for United States Industry*

Notwithstanding any other provision of this Patent Rights clause, the recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the U.S. 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 U.S. However, in individual cases, the requirement for such an agreement may be waived by USGS upon a showing by the recipient or its assignee that reasonable but unsuccessful efforts have been made to award licenses on similar terms to potential licensees that would be likely to manufacture substantially in the U.S. 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, USGS has the right in accordance with procedures at 37 CFR § 401.6 and USGS regulations at 45

CFR § 650.13 to require the recipient, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, 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, USGS has the right to grant such a license itself if USGS 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 licensee; or
4. such action is necessary because the agreement required by paragraph i. of this Patent Rights clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the U.S. is in breach of such agreement.

k. *Special Provisions for Agreements with Non-profit Organizations*

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

1. rights to a subject invention in the U.S. may not be assigned without the approval of USGS, 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 USGS 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 or engineering research or education; and
4. it will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give preference to a small business firm if the recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally 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 Secretary of Commerce 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 Secretary when the Secretary's review discloses that the recipient could take reasonable steps to implement more effectively the requirements of this paragraph k.4.

l. *Communications*
All communications required by this Patent Rights clause must be submitted through Benjamin Henry, Technology Transfer Specialist, Office of Policy and Analysis (OPA), U.S. Geological Survey, Reston, VA 20192, (703) 648-4344, bhenry@usgs.gov.

24. Research Integrity

A. USGS requires that all grant or cooperative agreement recipient organizations adhere to the Federal Policy on Research Misconduct, Office of Science and Technology Policy, December 6, 2001, 65 Federal Register (FR) 76260, http://www.ostp.gov/html/001207_3.html. The Federal Policy on Research Misconduct outlines requirements for addressing allegations of research misconduct, including the investigation, adjudication, and appeal of allegations of research misconduct and the implementation of appropriate administrative actions.
B. The recipient must promptly notify the USGS Project Office when research misconduct that warrants an investigation pursuant to the Federal Policy on Research Misconduct is alleged.

25. Access and Rights to Research Data and Other Intangible Property

A. Recipients that are institutions of higher education, hospitals, or non-profit organizations are required to release research data first produced in a project supported with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law (e.g., regulations and administrative orders). “Research data” is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. It does not include preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects (e.g., laboratory samples, audio or video tapes); trade secrets; commercial information; materials necessary to be held confidential by a researcher until publication in a peer-reviewed journal; information that is protected under the law (e.g., intellectual property); personnel and medical files and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy; or information that could be used to identify a particular person in a research study.
B. These requirements do not apply to commercial organizations or to research data produced by State or local governments. However, if a State or local governmental grantee contracts with an educational institution, hospital, or non-profit organization, and the contract results in covered research data, those data are subject to these disclosure requirements.
C. Requests for the release of research data subject to this policy are required to be made to USGS, which will handle them as FOIA requests under 43 CFR 2.25. If the data are publicly available, the requestor will be directed to the public source. Otherwise, the USGS Contracting Officer/Grants Officer, in consultation with the affected recipient and the PI, will handle the request. This policy also provides for assessment of a reasonable fee to cover recipient costs as well as (separately) the USGS costs of responding.
D. Rights to research data and other intangible property shall be distributed in accordance with 2 CFR 200.315.

26. Conflict of Interest

The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the USGS Contracting Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

The USGS Contracting Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the USGS Contracting Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the USGS Contracting Officer in writing. 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).

27. Program Income

1) If the Recipient is an educational institution or nonprofit research organization, any other program income will be added to funds committed to the project by the Federal awarding agency and Recipient and be used to further eligible project or program objectives, as described in 2 CFR 200.307(e)(2).
2) For all other types of Recipients, any other program income will be deducted from total allowable costs to determine the net allowable costs before calculating the Government's share of reimbursable costs, as provided in 2 CFR 200.307(e)(1).

End of Special Terms and Conditions

ATTACHMENT E

COST PRINCIPLES, AUDIT, AND ADMINISTRATIVE REQUIREMENTS

The Recipient shall be subject to the following regulations, which are incorporated herein by reference. Copies of these regulations can be obtained from the Internet at:
http://www.whitehouse.gov/omb/grants_docs

Educational Institutions / State and Local Governments / Non-Profit Organizations

2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, as implemented by the Department of the Interior in 2 CFR Part 1402 and 43 CFR Part 12.

Foreign Entities

- **Administrative Requirements**

  Foreign entities are subject to the requirements applicable to non-Federal entities in 2 CFR Part 200, Subparts A through D and:

  Foreign public entities are also subject to the requirements specific to States, with the following exceptions:
  - The State payment procedures in 200.305(a) do not apply. Foreign public entities must follow the payment procedures in 200.305(b).
  - The requirements in 200.321 "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms" do not apply.
  - The requirements in 200.322 "Procurement of recovered materials" do not apply.

  Foreign non-profit organizations (see definition in 2 CFR 200.70) are also subject to the requirements specific to non-profit organizations.

  Foreign Institutions of Higher Education (IHEs) (i.e., institutions located outside the United States that meet the definition in 20 US.C. 1001) are also subject to the requirements specific to IHEs.

- **Cost Principles**

  Foreign for-profit entities are subject to the cost principles in 48 CFR 1, Subpart 31.2.

  Foreign hospitals (i.e., a facility licensed as a hospital under the law of any foreign governmental entity or a facility operated as a hospital by a foreign public entity) are subject to the cost principles in 45 CFR Part 74, Appendix E.

  All other foreign entities are subject to the requirements applicable to non-Federal entities in 2 CFR Part 200, Subpart E.

  Foreign public entities are also subject to the requirements specific to States.

- **Indirect Cost Rate Negotiations**
  Foreign IHEs: Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for IHEs. The U.S. Department of Health and Human Services (HHS) is the cognizant agency for indirect costs for foreign IHEs. Visit HHS' Cost Allocation Services website at https://rates.psc.gov/ for more information.
  Foreign non-profit organizations: Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.
  Foreign public entities: Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals.
  Foreign for-profit entities: Contact the National Interior Business Center (IBC), Indirect Cost Services by telephone at (916) 566-7111 or by email at: ics@ibc.doi.gov. Visit the IBC's Indirect Cost Services website at http://www.doi.gov/ibc/services/Indirect_Cost_Services/index.cfm for more information.
  Foreign hospitals: 45 CFR Part 74, Appendix E—Principles for Determining Cost Applicable to Research and Development Under Grants and Contracts with Hospitals. HHS is the cognizant agency for indirect costs for foreign hospitals. Visit HHS' Cost Allocation Services website at https://rates.psc.gov/ for more information.

For-Profit Entities, Individuals, and Others Not Covered Above

- **Administrative Requirements**
  2 CFR Part 200, Subparts A through D, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*

- **Cost Principles**
  48 CFR 1, Subpart 31.2, *Contracts with Commercial Organizations*

- **Indirect Cost Rate Negotiations**
  For information on indirect cost rate negotiations, contact the Interior Business Center (IBC) Indirect Cost Services Division by telephone at (916) 566-7111 or by email at: ics@ibc.doi.gov. Visit the IBC Indirect Cost Services Division website at http://www.doi.gov/ibc/services/Indirect_Cost_Services/index.cfm for more information.

II. ADDITIONAL REGULATIONS

This award is subject to the following additional Governmentwide regulations:

- 2 CFR 180, Governmentwide Debarment and Suspension (Nonprocurement)
- 2 CFR 182, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

This award is subject to the following additional regulations of the U.S. Department of the Interior:

- 2 CFR Part 1400, Nonprocurement Debarment and Suspension
- 2 CFR Part 1401, Requirements for a Drug Free Workplace (Financial Assistance)
- 43 CFR Part 17, Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- 43 CFR Part 18, New Restrictions on Lobbying

    - Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying
- 43 CFR Part 41, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance *[Applies only if this award provides assistance to an education program or student(s)]*