



**US Army Corps  
of Engineers** ®

**Cooperative Agreements  
Standard Operating Procedures (SOP)  
The Directorate of Contracting  
April 2020**

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## **1.0 Purpose**

The U.S. Army Corps of Engineers (USACE) Cooperative Agreements Standard Operating Procedure (SOP) provides internal guidance to USACE Program Officials and Grants Officers (GO) for awarding and administering cooperative agreements with Non-Federal Entities (NFE), state, local Government, Indian tribe, Institution of Higher Education (IHE), and non-profit organizations. The Government-wide regulations are outlined in the Code of Federal Regulations (CFR) at 2 CFR Part 200 and are supplemented by the Department of Defense Grants and Agreements Regulations (DoDGARs), 32 CFR Parts 21 and 22, proposed to be codified as part of 2 CFR Chapter XI. This SOP includes guidance for reporting requirements (for both the Government and the NFE), regulations, procedural guidance, standard forms, and sample templates.

## **2.0 Applicability**

This SOP applies to all phases of the cooperative agreement process from pre-award through close-out procedures. It is intended for use by all parties involved in the cooperative agreement process.

Note: Not all USACE districts have GOs. Program Officials should contact their District's contracting office to determine the GO who will be assigned to the project.

## **3.0 References**

Federal Grant and Cooperative Agreement Act of 1977 (FGCAA), 31 U.S.C. 6301, et. seq.

Subtitle A of Title 2, Code of Federal Regulations (OMB Guidance for Grants and Agreements)

Chapter XI of Title 2, CFR, and Chapter I, Subchapter C of Title 32, Code of Federal Regulations (commonly referred to as "DoDGARs"). DoDGARs applies to all cooperative agreements issued by the Department of Defense under applicable delegated authorities.

DoD and Grants.gov: A Guide for DoD staff, March 2015.

DoD Grant Awards Database Input User Guide, Feb. 1, 2016.

Policy Division SharePoint:

<https://cops.usace.army.mil/sites/CT/P/USACE%20Cooperative%20Agreements%20Standard%20Operating%20Pr/Forms/AllItems.aspx>

Websites for CESU: <http://www.cesu.psu.edu/> and <https://www.denix.osd.mil/>

## 4.0 Definitions

**Administrative Grants Officer (AGO)** is responsible for the post award administration of cooperative agreements, to the maximum extent practicable, in accordance with 32 CFR 22.705".

### **Authorities Delegated to USACE:**

- 16 U.S.C. 670c-1 - Cooperative and Interagency Agreements for Land Management on Department of Defense Installations
- 10 U.S.C. 2684a - Agreements to limit encroachments and other constraints on military training, testing, and operations
- 10 U.S.C. 2358 - Research and Development Projects
- 10 U.S.C. 2371B - Authority of the Department of Defense to Carry Out Certain Prototype Projects
- 10 U.S.C. 2701(d) - Environmental Restoration Program
- 33 U.S.C 2339 - Section 213 Assistance Programs

**Awarding Agency** is the Federal agency awarding the cooperative agreement directly to a non-Federal entity.

**Budget Period** is the interval of time in which a project is divided for budgeting, funding, or technical purposes. It is required only when the project will be funded incrementally over time. When a Budget Period is specified, a NFE may charge only the allowable costs resulting from obligations incurred during that period plus any authorized/allowable pre-award costs.

**Catalog of Federal Domestic Assistance (CFDA)** provides a listing of Federal assistance programs available to State and local Governments; federally recognized Indian tribal Governments; territories and possessions of the United States; domestic public, quasi-public, and private profit and non-profit organizations and institutions; specialized groups; and individuals. The CFDA is available at [www.CFDA.gov](http://www.CFDA.gov).

**CFDA Number** is a unique number assigned by the Catalog of Federal Domestic Assistance to a particular agency/office and program that follows the program throughout the assistance lifecycle enabling data and funding transparency. The complete CFDA number is a five-digit number where the first two digits represent the Funding Agency and the second three digits represent the program. A Federal awarding agency may not award Federal financial assistance without assigning it to a program that has been included in the CFDA unless there are exigent circumstances requiring otherwise, such as timing requirements imposed by statute.

**Cooperative Agreement** is a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a NFE that, consistent with 31 U.S.C. 6302-6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-

Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)), and not to acquire property or services for the Federal Government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award;

(c) The term does not include a cooperative research and development agreement as defined in 15 U.S.C. 3710a; or an agreement that provides only direct United States Government cash assistance to an individual, a subsidy, a loan, a loan guarantee, or insurance. Refer to 31 U.S.C. 6302-6305; 2 CFR Section 200.24.

**Cooperative Ecosystems Studies Unit (CESU) Network** is a national consortium of federal agencies, tribes, academic institutions, state and local Governments, non-Governmental conservation organizations, and other partners working together to support research and education for informed public trust resource stewardship.

**Direct Costs** are specifically identified with a particular project or activity, or that can be directly assigned to the project or activity with a high degree of accuracy. Direct costs generally include but are not limited to salaries, staff travel, project-related equipment, and supplies directly benefiting the award-supported project or activity.

**Facilities & Administrative (F&A)** costs are incurred for common or joint university objectives and, therefore, cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity (Uniform Guidance: Appendix III to Part 200).

**Federal Awardee Performance and Integrity Information System (FAPIS)** is a federal database intended to serve as a Government-wide source of information about the prior performance of federal procurement contractors, grantees, and cooperative agreement holders.

**Federal Assistance Award Data Collection (FAADC)** is a central collection of selected, computer-based data on Federal financial assistance award transactions, compiled quarterly. It is also used to improve transparency and reduce reporting redundancy.

**Federal Award Identification Number (FAIN)** is required on all awards and used for reporting purposes.

**Fixed Amount** is a cooperative agreement under which the Federal awarding agency or pass-through entity provides a specific level of support without regard to the actual costs incurred under the Federal Award. Accountability is based primarily on performance and results. Payments are based on meeting specific requirements of the Federal award. Refer to 2 CFR Section 200.201 for payment options.

**Funding Opportunity Announcement (FOA)** is a formal, written document in which a federal agency makes known its intentions to award discretionary cooperative agreements, usually a result of competition for funds.

**Grant** is a legal instrument, consistent with 31 U.S.C. Section 6304, used to enter into a relationship:

(a) Of which the principal purpose is to transfer a thing of value to the NFE to carry out a public purpose of support or stimulation authorized by a law of the United States, rather than to acquire property or services for the Government's direct benefit or use; and  
(b) In which substantial involvement is not expected between the Government and the NFE when carrying out the activity contemplated by the grant (2 CFR Section 200.51). Grants are separate from Cooperative Agreements, and not covered by the terms of this SOP.

**Grants Officer (GO)** is an official with the authority to enter into, administer, and/or terminate grants or cooperative agreements.

**Grants Officer Representative (GOR)** is an individual who is designated and authorized in writing by the GO to perform specific grant/cooperative agreement administration or technical functions on grants/cooperative agreements. Requirements to be a GOR are completion of an assistance agreement monitoring class such as DAU GRT 201, Fiscal Law and Ethics training.

**Grants.gov** is a central, searchable Federal internet site for posting information about all federal assistance funding opportunities as they become available.

**Indirect Costs** are incurred by an organization for common or joint objectives and that, therefore, cannot be directly identified with a particular project or program but are, nevertheless, necessary to the general operation of its activities. Indirect costs generally include but are not limited to, facilities operation and maintenance costs, depreciation, and administrative expenses. Because of the diverse characteristics and accounting practices of non-profit organizations, it is not possible to specify the types of costs that may be classified as indirect in all situations.

**Labor Code** is required throughout the pre-award and award phase as well as during the post-award phase for administrative duties such as processing invoices and budget review.

**Negotiated Indirect Cost Rate Agreement (NICRA)** is a document reflecting the Federal cognizant audit agency's approval of a NFE's indirect cost rate for use in Federal awards for a specified period of time.

**Non-Federal Entity (NFE)** is defined at 2 CFR Section 200.69 as a state, local Government, Indian tribe, IHE as defined at 20 U.S.C. 1001, or non-profit organization that carries out a Federal award as a NFE or sub-NFE

**Performance Progress Report (PPR)** is a standard, Government-wide performance progress-reporting format used by Federal agencies to collect performance information from recipients of Federal funds awarded under all Federal programs that exceed \$100,000 or more per project/grant period, excluding those that support research.

**Period of Performance (PoP)** as defined at 2 CFR Section 200.77, means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the cooperative agreement.

**Program Official**, also known as **Program Manager**, is responsible for programmatic aspects of the cooperative agreement. Program officials may also be referred to as the requesting activity.

**Project Delivery Team (PDT)** consists of but not limited to the Program Official, GO, Resource Management, and Office of Counsel.

**Statement of Work (SOW)** is a Government prepared document that states the overall performance objective or services to be performed.

## **5.0 Roles and Responsibilities**

This section defines roles and responsibilities in general terms for the key Project Delivery Team (PDT) members. The processes and actions discussed below for solicitation and competition apply to cooperative agreements that are not directed by law to specific NFE. In those cases, the statutory program eligibility will govern the potential group of NFE(s). Other cooperative agreement administration processes discussed herein are to be applied to the extent consistent with the governing program authority. The award and administration of cooperative agreements is a collaborative process from pre-award through closeout. Additional duties may arise, and all parties are responsible for collaborating with each other to ensure all programmatic goals are met, and all laws and regulations are followed. A Cooperative Agreement has substantial involvement, which includes collaboration, participation, or implementation of the work in the program. Individuals from the contracting office are registered in Grants.gov and given access to create and manage funding opportunities, synopses of opportunities, and application packages for competitive cooperative agreements. They will also retrieve submitted applications from Grants.gov.

### **5.1 Program Official**

#### **Pre-solicitation for competitive cooperative agreements**

- Define the requirement and establish objectives for the project.
- Develop a description of the requirement.
- Ensure that a cooperative agreement program description is published in the Catalog of Federal Domestic Assistance, when necessary, and submits a copy of the advertisement to the GO.
- Identify potential eligible applicants or gather information to support a GO determination if only a single non-Federal Government entity is capable of meeting the defined program objectives.

- Provide (a) funding sources, including accounting and appropriation data; (b) the estimated cost ceiling based on a Government estimate of the work; and (c) where appropriate, the funding amounts to be obligated by budget period.
- Initiate the draft Cooperative Agreement Authorization Document (CAAD) (Appendix A).
- In consultation with the GO and Office of Counsel, develops the proposed selection criteria.
- Provide draft FOA for the GO to review.
- Provide labor code.
- Review and comment on the cooperative agreement scope of work descriptions and supporting documentation before routing it to the GO for release of FOA.
- In coordination with the GO and Counsel, determine appropriate delegated authority to be used for the award of the Cooperative Agreement.

### **Pre-award**

- Provide Purchase Request & Commitment (PR&C).
- When technical and program questions are submitted by applicants, assist GO in providing technical responses to the applicant's questions.
- Serve as Review Panel Chair and recommend members for review panels for review of an application(s) or proposal(s).
- Provide technical or programmatic expertise to the GO in preparation for negotiations. Participate in discussions/negotiations as requested by the GO.

### **Award**

- In consultation with the GO, prepare a technical analysis of all proposals received against the evaluation criteria set forth in the SOA. If a debrief is requested by the NFE, assist the GO with developing the unsuccessful applicant's weaknesses and/or deficiencies memorandum.

### **Post-Award**

- Assist the NFE in the technical aspects of the project by ensuring that all project deliverables are in accordance with the scope of work in the cooperative agreement, the time frames established, and that the GO is kept informed of any problems, and maintains records of these communications in writing.
- Conduct site visits.
- Review the Standard Form - Performance Progress Report (SF-PPR) and recommend approval to the GO.
- Monitor satisfactory progression of work.
- Notify the GO of future programmatic needs (i.e., agreements, renewals, modifications, and budgeting concerns).
- Review the final performance report and notify GO when the cooperative agreement is ready for closeout. Prepare the official file for review by the GO.
- Works with the GO to ensure that all required reports are submitted per the terms and conditions of the agreement and applicable regulations.
- Coordinate for the deobligation of excess funds.

- Works with GO to ensure the NFE submits the performance, progress, and financial reports in accordance with the regulations and the cooperative agreement.
- Assist with coordinating audits and reviewing audit information, as necessary.

## **5.2 Grants Officer**

### **Pre-Award**

- Determine whether a cooperative agreement is an appropriate instrument to accomplish the project, based on information provided by the PDT and with the advice of the Office of Counsel, if necessary.
- Assist Program Officials/PDT in identifying potential eligible applicants and appropriate competitive procedures or verify that only a single NFE meets the statutory eligibility criteria and is capable of meeting the defined program objectives.
- Ensures that cooperative agreements are awarded through competition in every case in which a statute requires competition, and to the maximum extent practicable in all other cases, in accordance with 32 CFR Section 22.305.
- GOs may execute awards non-competitively when statutory authority directs the award to a specific NFE.
- The GO is responsible for determining if a non-competitive award is in the best interest of the Government. A non-competitive award determination requires the GO to ensure the cooperative agreement requirement/FOA is first publicized on Grants.gov. To further ensure adequate competition, an FOA may be advertised on secondary mediums such as CESU and the Federal Register.
- GOs will review Cooperative Agreements and modification documents to ensure that the information is complete (i.e., legislative authority, a full description of project and funding information). All GOs shall obtain a legal review of the cooperative agreements.
- Assist Program Officials with the development of the requirements documents for cooperative agreements and modifications.
- Establish eligibility requirements and selection criteria in compliance with the authorizing statute and governing regulations.
- Verify that the appropriate statute is selected and the authority is delegated to USACE.
- Assign FOA Number and CFDA Number.
- Review draft and finalize FOA (Appendix B).
- Review applications and determine if they are responsive to application instructions.
- Perform an initial review of all applications to determine qualifications and eligibility of potential NFE. If any NFE disagrees with the terms and conditions of the cooperative agreement, includes conditional or inconsistent assumptions in their proposal, or the awarding agency determines that the proposal requires clarification or changes, and then negotiations may be held.



- Rejects applications from ineligible and/or non-responsible NFE(s) that are inconsistent with the program authority, regulations, or solicitation, and which cannot be revised to comply with applicable requirements.
- Perform budget and cost analysis.
- Approve a review of panel members.
- Chair review panels as necessary.
- Verify eligibility through BetaSam.gov and FAPIIS.gov.
- Document the federal awarding agency's review of risk posed by applicants.
- Negotiates cooperative agreements consistent with the governing authority and regulations, with a fixed or reasonable ceiling amount.
- Obtain the signature of the final negotiated cooperative agreement from an authorized official of the NFE acting within their authority to bind the NFE to the terms of the cooperative agreement.
- Obtain legal sufficiency reviews for all agreements.
- Receive claims from NFE including the use of alternate dispute resolution procedures to the extent appropriate and agreed to by the GO. Forward appeals of claim decisions to the Grant Appeal Authority. AFARS Section 5133.9001(c) has designated the Head of the Contracting Activity as the grant appeal authority. The GO will provide an appeal file of relevant documents, and implement the final decision of the Grant Appeal Authority.
- The delegated GOR (see Appendix G Sample Appointment of GO's Representative) approves payments for progress in the accomplishment of the goals and requirements of the cooperative agreement, for no more than the fixed or ceiling amount of the award.
- The delegated GOR reviews and processes deliverables and invoices.

### **Award**

- Assign Cooperative Agreement Federal Award Identification Number (FAIN).
- Prepare cooperative agreements (Appendix C).
- Approve the final cooperative agreement and supporting documents affecting the award of the instrument.
- Prepare and approve the letter appointing appropriate person(s) as GOR and outlining the duties delegated to them in administration of the cooperative agreement, as appropriate.
- Per 2 CFR Section 200.210(b)(1)(iii) include FAPIIS information into award terms and conditions for awards over \$500,000.
- Notify all NFE(s) of the award and conduct debriefing if requested.
- Sign agreements within delegated authority. For cooperative agreements, the GO must be Level II certified and have attended DAU GRT 201. Consideration must be given to the cumulative value of the agreements when exercising signature authority. The cooperative agreement cannot exceed the warrant authority of the GO.
- Prepare a cooperative agreement award in the contract writing system for electronic transmission to Grants.gov, Army Contracting Support Agency, and if applicable, the Office of Naval Research (ONR).

- Develop and post descriptive abstract of the award on the Defense Technical Information Center website: <https://reg.dtic.mil/>, which will list the award on the Department of Defense Grant Award Website: <https://dodgrantawards.dtic.mil>.
- GOs are advised to use the most current Grants Procurement Management Review Questions for Grants as a check before award.
- Make the final decision on all claims received from NFEs.

### **Post-Award**

- Create and maintain the official cooperative agreement files in PCF with all pre-award, award, and post-award documents.
- Award modifications and agreements.
- Assist with coordinating audits and reviewing audit information, as required.
- Approve payments for progress in the accomplishment of the goals and requirements of the cooperative agreement, for no more than the fixed or ceiling amount of the award.
- Monitor payments for the progress of funds under the cooperative agreement.
- Finalize and closeout the cooperative agreement once all requirements have been satisfied by the NFE.
- If the ceiling amount exceeds the total and final disbursements under the cooperative agreement, deobligate funds from the cooperative agreement.

### **Post-award administration functions**

Some or all of the functions listed below may be delegated in accordance with 32 CFR Section 22.705, or retained by the GO. If delegated, identify the specific tasks within the award and their delegation.

- Conduct reviews and coordinate reviews, audits, and audit requests.
- Perform property administration services for Government-owned property, and any property acquired by a NFE.
- Ensure timely submission of required reports.
- Execute administrative closeout procedures.
- Refer the NFE to Defense Contract Audit Agency (DCAA) for establishing indirect cost rates, where the Department of Defense is the oversight Federal agency with the responsibility for doing so. Refer all other NFE's to the designated Federal audit agency for the identified NFE. Coordinate with the applicable audit agency for provisional or fixed indirect rate agreements and questions concerning proposed costs or payment requests that pertain to indirect type costs.
- Perform other administration functions (e.g., receiving payment requests and transmitting approved payment authorizations to payment offices), as delegated by applicable cross-servicing agreements or letters of delegation.
- Ensure performance and financial reports are submitted by the NFE, as required by the regulations and cooperative agreement.

### **5.3 Office of Counsel**

- Review Solicitations and proposed Awards for Legal Sufficiency.
- Review and sign the Cooperative Agreement Authorization Document (Appendix A).
- Advise the GO on all cooperative agreement matters. Represent the USACE when a NFE raises disputes or litigation.

### **5.4 Senior Contracting Official (SCO)**

- Issue GO warrants for cooperative agreements.
- Ensures the mandatory training requirement of Level II certification and DAU GRT 201 before delegating authority for the signature of cooperative agreements.
- Ensures training opportunities are made available.

### **6.0 Regulatory Requirements**

Governing regulations for administrative requirements, cost principles, and audit requirements are found in 2 CFR Section Part 200.

### **7.0 Pre-award Procedures**

#### **Identify Statutory Authority**

Only award cooperative agreements when authorized by statute. Statutes that allow the use of cooperative agreements are generally limited in scope, and often contain specific requirements (e.g., eligibility and funding requirements) that are not otherwise provided for in OMB and DoD implementation guidance. USACE Program Officials and GOs share responsibility for identifying the appropriate delegated authority for entering into a cooperative agreement, in consultation with the Office of Counsel.

#### **Determine Bona Fide Need**

Available appropriations may not be obligated by the award of a cooperative agreement unless there is a current bona fide need for the project or activity to be funded under a cooperative agreement. The GO will make the award within the period of availability of the appropriation to be used, and meaningful work will commence within the period of availability of the funds. A general need for funds to support the authorized public purpose is not sufficient. It is necessary for the scope of work for the cooperative agreement to identify a specific activity, project, or research effort that is currently planned, and will commence after award and before the date when the funds expire for the new obligation. Consult with the Office of Counsel for questions related to determining bona fide need.

### **7.1 Cooperative Agreement Authorization Document (APPENDIX A)**

The CAAD may be used to document the determination of whether a cooperative

agreement is the appropriate award instrument for the activities proposed for a funding agreement. Present the factual basis (i.e., public purpose, statutory authority, eligibility standard for the pool of potential NFEs) for a finding that a cooperative agreement is both authorized and the most suitable means of meeting the requirement in the document. The GO determines the award of a CA in consultation with the Office of Counsel for the proposed scope. Appendix A provides an example format. If this format is not used, the basis for and determination by the GO that a cooperative agreement is authorized and appropriate will be documented in writing and maintained in the award file.

### **Substantial Involvement**

Substantial involvement may include collaboration, participation, or intervention in the program or activity to be performed under the award. The awarding agency is responsible for determining whether a cooperative agreement or a grant is appropriate. A grant involves financial assistance to a NFE for an authorized public purpose. Substantial involvement must be significant to the purpose of the award. It is also based on the importance of the action to the awarding agency. USACE knowledge of a NFE's activities or involvement on an administrative issue or financial tracking is not substantial involvement. In addition, USACE review and approval of work plans, oversight of field activities, review and approval of deliverables, or final approval of work completed under a cooperative agreement are not considered substantial involvement.

- A cooperative agreement must include all of the following:
  - The principal purpose is to transfer a thing of value to the NFE to carry out a public purpose of support or stimulation.
  - There is legal delegated authority to use a cooperative agreement for the proposed activity and with the proposed NFE.
  - The principal purpose finding is legitimate and is not to acquire property or services for the direct benefit or use of the Government.
  - There will be substantial involvement by the awarding agency in the performance of the work funded by the cooperative agreement.

The existence of a nonbinding Master Agreement does not create an exception to the requirements to use merit-based, competitive procedures to the maximum extent practicable or the requirements for the posting and notice of funding opportunities. The cooperative agreement may be awarded only in compliance with all applicable requirements of the OMB regulations, including notice and competition requirements for a specified scope of work at a negotiated cost, and is an obligating instrument for the awarding agency.

### **Process/Responsibilities**

When a cooperative agreement is not appropriate, the GO must identify an alternative approach for meeting the requirement.

The Program Official and GO writes the CAAD with assistance from the Office of Counsel, as needed. The GO is the lead in its preparation and serves as the final

editor. At a minimum, the final document is routed for signature through the Program Officials/PDT, Office of Counsel, and the GO. If applicable, the Memorandum for Record (MFR) must be signed by Real Estate, Security and Law Enforcement, Safety, ULA, Native American Coordinator, District Commander or designee, or any other interested party. The GO is the final approving official to determine if a Cooperative Agreement is appropriate.

### **Suggested Content**

Enough information should be presented in the document to determine that a cooperative agreement is authorized and the best approach for meeting the requirement. The following information is required:

- Synopsis of Requirement.
- Public Purpose – (1) The principal purpose of the agreement is the transfer of money, property, services, or anything of value to the State or local Government or other NFE 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 the State or local Government or other NFE during performance of the contemplated activity. The principal purpose of the grant/cooperative agreement cannot be to acquire (by purchase, lease, or barter) property or services for the direct benefit of the United States Government (31 U.S.C. Section 6303) unless a statute permits otherwise.
- Historical Data - Description of how the requirement or project was previously executed if this is not a new requirement.
- Description of a current bona fide need based on the time of performance, the public purpose, and amount, see section 7.0.
- Statutory Authority - Do not award a cooperative agreement unless authorized by statute. The word "cooperative agreement" does not need to be mentioned explicitly in the statute. Consult the Office of Counsel when determining whether a statute authorizes the use of cooperative agreements for the public purpose under consideration.
- Description of Substantial Involvement by the Government in the activity that is the public purpose.
- Period of Performance must be within the limits of the authorizing statute or regulation, if specific, and within the allowable period of availability of the appropriation.
- Competition Requirements – 32 CFR Section 22.305 establishes DoD policy and implements statutes related to the use of merit-based competitive procedures in the award of grants and cooperative agreements.

### **Source List**

USACE will determine how best to implement program objectives by reaching out to potential organizations, reviewing grants.gov to collect comments and feedback on specific proposed programs/projects, and observing available levels of current capacity.

## **Competition**

It is DoD policy to maximize the use of competition in the award of grants and cooperative agreements. GOs shall use merit-based, competitive procedures, as defined by 32 CFR Section 22.315, to award cooperative agreements in every case where required by statute, and to the maximum extent practicable in all other cases. Competitive procedures are characterized by competition among as many eligible proposers as possible (at least two), with a published or widely disseminated notice, and an impartial review of the merits of proposals received, using the evaluation criteria described in the notice. Only when prescribed in the delegated authorizing statute is competition not required.

## **Cooperative Agreements under Cooperative Ecosystem Studies Units (CESU)**

The CESU National Network established under Public Law 105-391, Section 203, provides research, technical, and educational assistance to Federal agencies through regional groups of educational institutions. The CESU colleges and universities place Federal employees in educational research groups and provide research and studies to assist Federal agencies with natural and cultural resource management. Agencies may use cooperative agreements as the funding instruments for the research and training assistance offered by the CESU participants, and the CESU regional network can assist with disseminating notices of funding opportunities to the participants in the regional unit. Uniform Guidance competition requirements are applicable for research and training programs offered through the CESU regional units, and DoD requires that all institutions be notified and allowed to respond within a CESU regional unit that is appropriate for the funding program.

The Sikes Act and CESUs are not coextensive, and some Sikes Act projects would not meet CESU purpose limitations. Sikes Act projects should only be limited to a CESU regional network if the work involves research or educational or training assistance that supports a DoD installation natural resource management plan.

All preparation, advertisement, pre-award, award, and post-award activities related to the issuance of a cooperative agreement utilizing CESU shall be done in accordance with this SOP, 32 CFR Parts 21 and 22, and 2 CFR 200. Utilization of the CESU network does not allow for deviations from uniform guidance.

## **7.2 Funding Opportunity Announcement (APPENDIX B)**

### **Process/Responsibilities**

The Program Official is responsible for preparing a draft FOA, although its preparation requires a collaborative effort between the GO and the Program Official. The format and content of the FOA must be in accordance with Appendix 1 of 2 CFR Part 200.

The Program Official is responsible for providing a complete description of the program requirements, assist in determining eligibility requirements for applicants, and help to formulate selection criteria.

## **Program Description and Federal Award Information**

The program description outlines the background, overall goals, and objectives of the project. It also includes any special concerns taken into consideration. The program description should also contain funding, statutory authority, performance period, anticipated number of awards, type of involvement the awarding agency will have, and any other information relevant to the requirement. The GO and the Program Official will coordinate with one another during the pre-award process to develop a complete program description. There is no required format for the program description.

## **Eligibility Requirements**

Examples of eligibility requirements are the type of entity, cost sharing, organizations, and critical individuals or expertise needed for the program, specific CESU unit, etc. The statutory authority will provide information about many of the eligibility requirements, including cost sharing. For example, some statutes limit eligibility to state or local Governments or nonprofit organizations.

## **Selection Criteria**

The development of a selection method and selection criteria, per 32 CFR Section 22.315, shall be described in the FOA. Selection criteria may include, but are not limited to, the topics identified in section 7.3. Under 32 CFR Section 22.315, two principal evaluation criteria for research and development cooperative agreements must be: technical merit and potential relationship of the proposed research and development to DoD missions. The criteria and process to evaluate applications are in 2 CFR Section 200.203 (Notices of funding opportunities). The determination of qualifications for a potential NFE and deciding the method and level of effort necessary is provided in 32 CFR Section 22.420.

## **Required Content**

Per 2 CFR Section 200.203, the format and content of each notice must conform to the Government-wide format for announcements of funding opportunities established by the OMB. There are eight required sections of the announcement:

Section I	Funding Opportunity Description
Section II	Award Information
Section III	Eligibility Information
Section IV	Application Information
Section V	Application Review Information
Section VI	Award Administration Information
Section VII	Agency Contact
Section VIII	Other Information

See the OMB regulations at 2 CFR Appendix I to Part 200 for the full text of the type of information to be included in each section of the announcement.

## **Template**

The Sample FOA in Appendix B is a standard format for announcements. Some

sections contain boilerplate language, but others should be tailored according to specific program requirements, type of award (fixed amount or cost-reimbursable), and type of NFE (Government, IHE, nonprofit, etc.). Edit sections highlighted in gray or yellow. The announcement is specific to the needs of each requirement.

### **Posting Requirements**

To provide the public with maximum opportunity, all FOAs must be posted on Grants.gov, per 2 CFR Section 200.203 and 32 CFR Section 22.315. Non-Competitive cooperative agreements are not exempt from posting requirements.

The GO will post the announcement on Grants.gov per procedures outlined in “DoD and Grants.gov: A Guide for DoD Staff.” A CFDA number is required to follow the program throughout the assistance lifecycle and enable data and funding transparency. If a CFDA number does not already exist for a program, the GO shall submit an application for a new CFDA number by completing the following steps:

- Contact, HQ Proponent, Chief, Strategic Operations Division, Directorate of Contracting at 202-761-0561.
- Fill in required fields on the CFDA form such as work description, categories, etc. Information needed includes financial data, contacts, award process, and eligibility requirements. Example postings may be found at <https://www.cfda.gov/index?s=program&mode=form&tab=step1&id=4d4285648e2c51a33b9cb5bf7300736f>.
- Once the information is filled out, the HQ Proponent will submit to the Department of Defense the CFDA point of contact for processing.
- After a number is assigned, all interested applicants should be able to access the CFDA website to search for the funding opportunity by category, topic number, agency, etc.

### **7.3 Selection Criteria**

In accordance with 32 CFR Section 22.315 for competition requires, an impartial review of the merits of applications must be performed using the selection method and criteria described in the funding announcement unless statutory authority allows the award to a limited group or specific entity.

Develop selection criteria per 32 CFR Section 22.420 - Pre-Award Procedures, which outlines factors to consider when determining the level of effort necessary for deciding on the qualifications of a potential NFE. The GO will establish the final selection criteria for a specific solicitation, after consultation with the Office of Counsel and program staff regarding appropriate criteria for the public purpose of the agreement. Selection criteria must satisfy the statutory program criteria and may include, but are not limited to, the following areas, when appropriate:

- Technical Merit - The applicant must demonstrate how the performance of the requirement will be accomplished. Cost-effectiveness may also be included in this section.

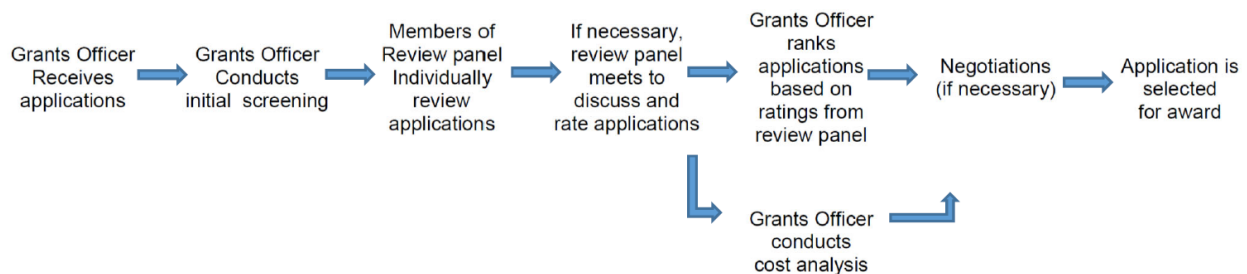


- Qualifications of Key Personnel - Applicant shows the skill for personnel who will be working on the requirement. Resumes or qualifications statements may be submitted for key personnel. If notifications of changes in key personnel during the life of the agreement will be required, this should be mentioned in this section.
- Available Facilities - Description of any facilities available to the applicant that could aid in successful completion of the requirement.
- Management - The applicant will submit information regarding internal quality controls and accounting or bookkeeping procedures.
- Past Performance - The applicant will submit recent relevant experience to demonstrate the ability to successfully and satisfactorily meet the requirement.
- Cost Reasonableness - evaluation must be consistent with the cost regulations referenced in 7.3(e) below.

For research and development awards, in accordance with 32 CFR Section 22.315(c), to be considered as part of a competitive procedure, the two principal selection criteria, unless the statute provides otherwise, must be:

- Technical merits of the proposed research and development; and
- The potential relationship of the proposed research and development to the DoD missions.

### Process When GO Uses a Review Panel



### Initial Screening

The initial screening is conducted by the GO to determine that the applicant is (1) eligible per Section III of the announcement; (2) all information required by Section IV of the announcement has been submitted; and (3) all mandatory requirements are satisfied.

Effective January 1, 2020, the BetaSam.gov is the central repository for standard Government-wide certifications and representations required of Federal grants. (OMB M-18-24 dated 5 Sep 2018).

The GO will also search at BetaSam.gov to ensure the applicant has no exclusions from Federal awards. In accordance with 2 CFR Section 180.425, awarding agencies must confirm that the NFE is not suspended or debarred from receiving federal funds. If an award exceeds the Simplified Acquisition Threshold, the GO is also required to check the FAPIIS at the time of award, and throughout the agreement to ensure the NFE meets the qualification standards. Per 2 CFR Section 200.212(a), the GO will report to

FAPIIS if an applicant is determined to be "not qualified," and inform the applicant that it was determined to be "not qualified" and the basis for the determination, as required by 2 CFR Section 200.212(c).

Any application that does not meet all the criteria in the initial screening will be rejected. Applications meeting all requirements in the initial screening will be sent to the review panel. All members of the review panel are required to sign a non-disclosure agreement before receiving applications. The GO will promptly notify applicants who fail the initial screening.

The GO will review and consider any information about the applicant that is in the FAPIIS before making any award, and will provide the information to the review panel with the applications.

### **Review Panel to Assist GO Evaluation Process**

The GO may determine that a technical review panel will assist in the evaluation of applications in complex and highly specialized programs. When utilized, the review panel members may be recommended by the Program Official and approved by the GO and should be selected before posting the announcement. Individuals on the review panel should be experts in the field and must be free of conflicts of interest. The review panel is responsible for evaluating the technical merits of the applications based on the criteria defined in Section V of the announcement.

Any individual involved in the review of applications shall not encourage the submission of applications, assist the NFE filling out applications, or conduct the initial screening of applications.

Each individual on the review panel will rate applications based on criteria defined in the announcement, and provide a written description of the basis for their analysis related to the selection criteria. Each individual is responsible for safeguarding the applications to ensure no information is inappropriately disclosed to persons other than Government employees involved with the evaluation process. Forward the applications and all evaluation documents to the GO once completed.

### **Rating System**

Per 2 CFR Section 200.204, for competitive cooperative agreements, unless prohibited by Federal statute, the Federal awarding agency must design and execute a merit review process for all applications. This process must be described or incorporated by reference into the FOA. The merit review process and selection criteria are to be reviewed and approved by the GO prior to posting the FOA.

All members of the review panel must conduct an impartial review of the merits of applications in accordance with the evaluation method and selection criteria stipulated in the announcement. There is no set rating system. Adjectival ratings and pass/fail ratings are two standard methods of rating applications, per 32 CFR Section 22.315.

## **Cost Analysis**

The GO is responsible for conducting cost analysis, with input from the Program Official, to determine if the applicant's budget is reasonable. The applicant must also demonstrate the ability to comply with all financial regulatory requirements and financial reporting. There are areas of consideration which includes the application of NICRA rates, correctly established the Modified Total Direct Cost (MTDC) base, and the Facilities & Administrative (F&A) rate is applied per the NICRA. Assistance from the Program Official will be required to determine the realism of the proposed budget. The GO will review against the Government estimate to assist in the evaluation of realism and reasonableness of proposed costs. The cost proposal must provide cost details for all direct costs that are requested, and must identify the type and amount of indirect rates being requested.

The application must provide a copy of the indirect rate agreement with the cognizant agency for the applicant or the program, as appropriate, to support the requested indirect rate. If the applicant has an agreement that provides a provisional or temporary indirect rate, the applicant must agree to cooperate with the cognizant agency to obtain a final indirect rate agreement for any period within the cooperative agreement and agree to adjust costs paid under the cooperative agreement if the indirect rate is changed, subject to the availability of appropriations. The NFE must develop their indirect cost rate proposal to the cognizant agency based on the Federal Cost Principles applicable to their organization, as follows:

- 2 CFR Part 200 Appendix III, Cost Principles for Educational Institutions
- 2 CFR Part 200 Appendix IV, Cost Principles for Non-Profit Organizations
- 2 CFR Part 200 Appendix V, Cost Principles for State, Local Governmentwide Central Service Cost Allocation Plans
- 2 CFR Part 200 Appendix VII, Cost Principles for State, Local and Indian Tribal Governments
- 48 CFR Subpart 31.2, Cost Principles for for-profit/commercial organizations and non-profits
- 45 CFR Part 74, Appendix D, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

The GO will combine information from the technical, past performance, and cost/price analysis to make a selection recommendation. The GO and the review panel shall ensure that their decisions do not differ from, and are consistent with, the selection criteria and the program goals and objectives. All determinations and rationale from the selection of applications are documented and kept in the official cooperative agreement File in PCF.

## **7.4 Award**

Once the review panel submits selections to the GO, a determination will be made regarding eligibility for the award. The GO will draft the cooperative agreement and arrange for review by the Office of Counsel, enter the obligation into CEFMS, assemble the award package for review and approval, and complete all reporting

requirements. The GO is the Source Selection Authority and determines the awardee. The GO shall document the basis for the cooperative agreement and award in the official cooperative agreement file.

### **Eligibility**

The GO will determine an applicant's eligibility by ensuring the applicant is qualified per 32 CFR Section 22.415, which states the NFE must have management capability and financial and technical resources, have satisfactory past performance and record of integrity and business ethics, and be otherwise qualified and eligible to receive a cooperative agreement under applicable laws and regulations.

It is at the discretion of the GO if an audit is required. DoD does not require an audit or credit report before award; however, the NFE is required to conduct audits in accordance with the Single Audit Act, as implemented by 2 CFR Part 200.501, Subpart F, Audit Requirements, when they expend more than \$750,000.00 in Federal awards in a single year.

Audits are at the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/Default.aspx>. Their primary purpose is to distribute single audit reporting packages to federal agencies, support OMB oversight and assessment of federal award audit requirements, maintain a public database of completed audits, and help auditors and the entity to minimize the reporting burden of complying with Single Audit Act requirements audits. <https://harvester.census.gov/facweb/Default.aspx>

### **Notice of Selection and Negotiation**

Once the NFE is selected and determined to be eligible by the GO, the GO will notify the NFE(s) and send a draft of the terms and conditions of the cooperative agreement. The GO holds negotiations when there's a likelihood of award and any NFE does not agree to all terms and conditions of the cooperative agreement, includes assumptions in their proposal, and if the awarding agency determines that the proposal requires clarification or changes. Items to negotiate are at the discretion of the awarding agency and may include the scope of work, budget, within program limits, and available funds. General terms and conditions usually are not subject to negotiation. Applications are based on the published terms, and the terms constitute the agency's offer.

### **Cooperative Agreement (APPENDIX C)**

Once the budget, terms, and conditions are established, the GO is responsible for preparing the cooperative agreement (Appendix C). For consistency across USACE, Appendix C should be used, to the maximum extent practicable. For Research and Development, this template should be altered insignificantly to suit specific programmatic needs. The final version of a cooperative agreement may be reviewed by the Office of Counsel before the GO awards it. The GO will effect the award by signing the cooperative agreement on behalf of the United States. The GO assigns a Cooperative Agreement Number.

## **CEFMS**

The GO enters and approves the obligation in CEFMS.

### **Award Package**

The GO is responsible for documenting the selection and assembling the award package. Draft award documents shall be routed through to the Program Official, Office of Counsel, and NFE for review of terms and conditions, and then submitted to the GO for the award.

The GO will conduct a review and document the risk posed by applicants, per 2 CFR Section 200.205, for competitive grants or cooperative agreements. The Federal awarding agency must have in place a framework for evaluating the risks posed by applicants before they receive Federal awards. This evaluation may incorporate the results of the evaluation of the applicant's eligibility or the quality of its application. When the Federal awarding agency makes a federal award, specific conditions that correspond to the degree of risk assessed are applied to the Federal award.

### **Award by GO**

The GO will review the selection documents, consider the recommendations of the review panel, and then select the NFE whose application will be accepted. As the signatory for the United States, the GO makes the final decision on all agreement actions, such as awards, modifications, and terminations. If the GO concurs with the selection, he/she will sign the cooperative agreement and obligate funds. The GO is responsible for distribution and reporting.

### **Reporting**

After the cooperative agreement is signed, the GO will enter the action into the Federal Assistance Award Data Collection (FAADC). In accordance with 2 CFR Section 200.211, all Federal award actions subject to 31 U.S.C Chapter 61 must be reported publicly, and DoD requires at 32 CFR Section 22.605 reporting awards through the FAADC.

The GO is responsible for ensuring the award is reported to the Electronic Document Access System.

### **Notice to Unsuccessful Applicants**

Letters to unsuccessful applicants will be prepared and signed by the GO. The letter should include, in general terms, the reason the applicant's proposal was not selected.

## **8.0 Post-award Procedures**

### **8.1 File**

The GO maintains the official cooperative agreement file in Paperless Contract File (PCF). Program Officials/GO will keep their working files.

## **8.2 Modifications (APPENDIX E)**

The Program Official will notify the GO via MFR. The MFR shall detail the purpose of the modification, necessity for the change, changes in funding or performance period (per 2 CFR Section 200.308), and any other pertinent information. The Program Official shall supply all required supporting documents including, but not limited to, a revised project description that is within the scope of the existing cooperative agreement, request from Customers or NFE, up to date information regarding percentage of work completed and amount invoiced, a PR&C (if additional funds are required), and a labor code.

The GO prepares and submits the modification to the NFE for signature by an authorized official. The GO has final approval and signatory authority. All modifications must be entered into FAADC. Modifications that include only administrative matters and do not affect the scope of work and/or budget may be issued unilaterally. The NFE must be informed and provided a copy of the final signed modification.

## **8.3 Payment**

NFEs are required to submit an SF-270 with or in lieu of an invoice for reimbursement of expenditures. Requests for refunds will be processed per District/Center policy. All requests must demonstrate performance in compliance with the scope of work, and terms of the cooperative agreement, and seek payment of allowable costs included in the budget and cooperative agreement for work performed, unless advance agreement payment terms are included in the cooperative agreement.

## **8.4 NFE Reporting Requirements**

All performance and financial reports must be submitted in compliance with uniform guidance, 2 CFR Section 200.327 to 200.329, the terms of the cooperative agreement, and filed in the official cooperative agreement file along with evidence of their review. The GOR/Program Official is responsible for ensuring all reports are submitted on time, and promptly notifying both the NFE and GO of past-due reports. All performance and financial reports need to be forwarded to the GO and will be filed in the official cooperative agreement file maintained by the GO. Grants.gov includes all forms.

Required reporting by the NFE includes:

### **Progress and Performance Reports**

The Program Official and/or the GOR should work together to compare the information in the progress report with the agreement, financial statements, and any other data of the award. The official file must include a copy of the report and all the feedback.

Include the following in performance reports:

- Compare actual accomplishment with the performance standards stated in the cooperative agreement, as well as goals and objectives established at the beginning of the performance.

- The project output can be quantified, a computation of the cost per unit of output, and information on the quantities completed in comparison to the remainder and whether progress schedules have been maintained.
- Reasons why goals and objectives were not met, if applicable.
- Other pertinent information such as analysis and explanation of cost overruns or high unit costs, or unanticipated difficulties encountered during the performance.

The NFE is also required to inform the Government of significant events between reporting periods immediately. The frequency of performance reports is determined at the time of the award. Under uniform guidance, the frequency cannot be more than quarterly or less than annually. Annual reports are due 90 calendar days after the reporting period ends. Quarterly or semiannual reports are due 30 days after the reporting period ends. Final reports are due 90 days after the period of performance ends.

The NFE will submit performance reports meeting the requirements of 2 CFR Section 200.238 at the intervals required in the cooperative agreement. OMB previously published standard forms for agreement reporting, some of which are out of date. However, the forms may be used for performance reporting as long as the information required by 2 CFR Section 200.238 is included. The reporting forms may consist of the Research Performance Progress Report (RPPR) form for agreements with a value of over \$100,000, and the RPPR form for research agreements. The National Science Foundation (NSF) has agreed to serve as the "sponsor" of the RPPR form. The form is found on their website at <https://www.nsf.gov/bfa/dias/policy/rppr/>. If OMB or DoD publishes new or revised forms that are required, those forms should be used. Use new or updated forms when released for use by OMB or DoD.

### **Financial Reports**

2 CFR Section 200.237 instructs the NFE on the requirements of financial reporting. The cooperative agreement terms and conditions will outline the financial reporting frequency, which may be no more often than once per quarter and no less frequently than once annually.

The following standard forms are required for financial reporting:

- SF-425 Federal Financial Report - This report is an all-purpose federal financial report used to summarize project expenditures and program income at regular intervals as established in the cooperative agreement. An SF-425 is also required at project completion (this includes the completion of any Agreements). Annual reports are due 90 calendar days after the reporting period ends. Quarterly or semiannual reports are due 30 days after the reporting period ends. Final reports are due 90 days after the period of performance ends.
- SF-270 Request for Advance or Reimbursement – The NFE must use this form in addition to or instead of their standard invoice. Regular invoices may be attached to the SF-270 if the NFE chooses.

Backup documentation may be requested or required at the discretion of the GO to support reported progress or claimed cost expenditures by the NFE, sub-NFE, or subcontractor.

- SF-271 Outlay Report and Request for Reimbursement for Construction Programs – Used on most construction projects (except those that use the SF-270).

Reporting period end dates are established in the cooperative agreement and often specified as March 31st, June 30th, September 30th, and December 31st. The GO may grant an extension to the due date of any report at the request of the NFE.

USACE requires the SF-270 for progress payments. NFEs with multiple awards may submit financial reports for each award individually or in bulk. The Government makes this determination and includes the terms and conditions of the cooperative agreement.

### **Property Reports**

The NFE shall conduct property reporting in accordance with 2 CFR Section 200, Parts 32, 33 and 34, or specific terms and conditions of the cooperative agreement award.

- Real Property - The Title of real property acquired under the cooperative agreement vests in the NFE, consistent with OMB regulations on equipment expenditures.
- Federally Owned Property - The Title of federally owned property furnished for use in the cooperative agreement remains with the Federal Government. The NFE is required to submit an annual inventory listing using SF-428-A; notify the awarding agency if the property is lost, damaged, or stolen; and report the property to the federal awarding agency when the property is no longer needed.
- Equipment - Equipment is a tangible nonexpendable personal property with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. OMB regulations establish the requirements for funding equipment as a direct cost versus including an allocated portion of equipment costs within the facility portion of the NFE's indirect rate. Equipment purchased correctly in the cooperative agreement shall vest with the NFE, unless required to be disposed under the OMB regulations or the cooperative agreement. The NFE shall provide a comprehensive list of all equipment yearly.
- Supplies - The Title to supplies and other expendable property purchased under the federal award shall vest with the NFE. Disposition of unused supplies above \$5,000 shall be in accordance with 2 CFR Section 200.314, Aggregate Unused Supplies.
- Intangible Property - The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use copyrighted work prepared under a cooperative agreement for Federal Government purposes per 2 CFR Section 200.315.

The following forms are used for property reporting:

- SF-428 and attachments as necessary
  - o SF-428 A - Annual Report (reporting federally owned property) due



September 30 of each year unless otherwise specified in the cooperative agreement.

- o SF-428 C - Disposition Request - When the property is no longer needed, the NFE must request disposition instructions from the Federal Government.
- SF-429C Real Property Status Report (RPSR) - The Government determines the frequency of RPSR at the time of award or as later directed by the GO.

Interim RPSR is due 45 days after the reporting period ends and final reports are due 90 days after the performance period end date.

- RPSR – General Reporting
- RPSR – Request to Acquire, Improve, or Furnish
- RPSR – Disposition Report

## 8.5 Oversight

### 8.5.1 Site Visits

Site visits by the awarding agency official are not mandatory but are strongly encouraged. There is no regulation or agency requirement for the number or frequency of site visits that should be conducted during the term of a cooperative agreement. Schedule site visits as needed and as resources allow. The Program Official and GO shall work together to determine what is best for their program. It is ultimately the discretion of the GO to determine what activities, including site visits, are necessary to properly administer the Grant or Cooperative Agreement with the NFE. It is recommended that site visits be performed on complex work or of high dollar value.

**Formal site visits** are conducted to allow for a comprehensive review of the NFE and how the program is being managed. It includes, but is not limited to, financial review, review of fieldwork, personnel review, program management review, and property review. This type of site visit requires extensive planning, time, and resources.

- The Program Official and GO should meet before the site visit to determine what issues related to the cooperative agreement will be addressed, decide how it will be conducted (develop an agenda, checklists, etc.), and decide who will attend.
- The GO will contact the NFE to set up a date(s) for the site visit.
- Before the visit, a letter verifying the date, time, and Government attendees are sent to the NFE along with an agenda and a list of issues to be addressed.
- The site visit should include an entrance conference and an exit conference with all Government attendees and the NFE's appointed personnel. Other items on the agenda depending on what issues are to be addressed during the site visit, but may include a tour of the facility, interviews with program personnel, review of financial or management records, etc. Schedule the time before the exit conference for the Government personnel to meet and discuss findings.
- After the site visit, the GO will draft a site visit report to be reviewed by the Program Official and Office of Counsel if necessary. The site visit report details discoveries and if a corrective action plan is required from the NFE.

- Send the site visit report to the NFE and file it in the official cooperative and program files.

**Informal site visits** may be conducted by the Program Official or GO to home offices or work sites at any time. Because cooperative agreements require substantial involvement from the Government, it will be necessary for Program Official and GO to review progress and offer assistance in planning or resourcing frequently during the performance of the cooperative agreement. Any findings or areas of concern discovered should be documented for the official file.

### **8.5.2 Monitoring and technical assistance both serve to ensure that:**

- The NFE is making adequate progress toward the grant project's goals and performance targets.
- Expenditures of federal funds meet the requirements of applicable statutes, regulations, and administrative requirements.
- Technical assistance may be provided at the request of the NFE because the NFE is a high risk, or in response to issues uncovered during award monitoring.
- The Program Official is generally responsible for providing any programmatic and technical assistance. The GOs are frequently called upon to provide technical support in administrative areas, including explanations of regulations and requirements. Subpart D of 2 CFR 200 forms the basis of post-award requirements for cooperative agreement NFE. However, Program Officials should consult with the GO before providing assistance, which may be the responsibility of the NFE within the scope of the cooperative agreement.

## **9.0 Close-out**

### **9.1 Close-out Procedures**

The GO, unless delegated to an Administrative Grants Officer (AGO), is responsible for initiating close-out procedures including ensuring all final reports are received and forwarded to the appropriate reviewer, notifying the NFE of required documentation, compiling a closeout package for GO review and approval, completing a closeout checklist, deobligating excess funds, and documenting the official file (APPENDIX D).

Do not closeout a cooperative agreement if a claim, appeal of the denial of a claim, litigation is pending, payments pending, or a deobligation is necessary. It is not required to delay closeout until an audit has been completed. As provided in 2 CFR Section 200.344, agencies may recover funds based on a post-closeout audit. A final audit is not required as part of closeout procedures.

Closeout of a cooperative agreement does not affect:

- The Government's right to disallow costs and recover funds based on a later audit or another review.
- The NFE's obligation to return any funds due as a result of later refunds

- corrections, etc.
- Required record retention.
- Property management requirements.
- Audit requirements.
- The right of the Government to enforce any obligations or liabilities of the NFE that survives the administrative closeout of the cooperative agreement.

### **Notification of Closeout**

The GOR will notify the GO that a Cooperative Agreement is near completion. Within 30 days of the end date of the performance period, the GO will notify the NFE in writing of the cooperative agreement performance period end date and provide a list of documentation required by the NFE within 90 days after the end date of the performance period. The NFE will be required to submit the following:

- Final Financial Reports
- Final Progress Report
- Property Reports (if applicable)

The NFE may be granted an extension beyond the 90 days if justification is provided.

### **Review and Approval of Final Reports**

The GO and Program Official will review the final progress report and sign the “Final Performance Assessment Report - Approval for Closeout” (APPENDIX F). The GO and Program Official will review the final financial/progress reports and property reports.

### **Deobligation**

The GO will deobligate all remaining funds before closeout of the cooperative agreement. If any issues related to compliance with the cooperative agreement arise, the Office of Counsel will be consulted to advise the GO on the appropriate response.

### **Close-Out Package**

The GO will send a letter and complete a closeout package to the NFE for review. The NFE will be required to acknowledge receipt of the Completion Statement (APPENDIX D) and recommend changes (if necessary) before the GO signing/approving. The closeout package includes:

- Completion Statement – completed by the GO and to be signed by the GO (APPENDIX D)
- Final Progress Report
- Approval of the Final Progress Report – signed by the Program Official
- Final Financial Reports
- Property Reports
- Deobligation Modification (if applicable)
- Notification letter to NFE – to be signed by the GO

### **Notify NFE**

The GO sends the letter notifying the NFE the cooperative agreement is closed out. The Official file includes a copy of the letter.

## **9.2 Record Retention**

Records retention requirements for the NFE shall be in accordance with 2 CFR Section 200.333. Retain litigation records until resolved when it takes longer than three years. Awarding agency records will be maintained in accordance with Army records management standards. Army standards are established in the Army Regulation 25-400-2. Records retention is affected by the type of cooperative agreement, project, and potential for Army need for the records in the future and/or the historical value of the file.

## **10.0 Appendices - Required Documents and Sample Templates**

Appendix A	Sample Cooperative Agreement Authorization Document
Appendix B	Sample Funding Opportunity Announcement
Appendix C	Sample Cooperative Agreement
Appendix D	Cooperative Agreement Completion Statement
Appendix E	Modification of Cooperative Agreement
Appendix F	Final Performance Assessment Report – Approval for Closeout
Appendix G	Sample Appointment of GO's Representative

**APPENDIX A**  
**Sample Cooperative Agreement Authorization Document**

Office Symbol

Date

MEMORANDUM FOR GRANTS OFFICER

SUBJECT: Proposed Cooperative Agreement for [*short title of requirement*].

1. Synopsis of Requirement: This agreement represents an opportunity to enter into a cooperative agreement for [*Enter a brief description of general goals and objectives of the project. The Statement of Work (SOW) is not included in this section. The SOW should be included as an attachment for additional information*].
2. Public Purpose: [*State the public purpose of the requirement. What population is intended to be served? EXAMPLE - The Corps manages public land and the ORGANIZATION provides job training and education to students in natural resource management within the same community. ELABORATE HOW THE PARTNERSHIP ENTAILS A PUBLIC PURPOSE.*]
3. Historical Data: [*State how requirement was addressed in past, if applicable.*]
4. Bona Fide Need: [*Describe the bona fide need for the work in the current fiscal year/period to be included and when it is required*]
5. Statutory Authority: [*Cite ONE statutory authority and include it in full text as an attachment. More than one statutory authority may apply, but the MFR should cite the one that best fits the requirement.*]
6. Applicability of Statutory Authority: [*Explain why the proposed award falls within the purview of the statutory authority and address any specific requirements of the authority and how the requirements have been or will be satisfied.*]
7. Substantial Involvement: [*State how the Government will be involved in the agreement other than providing funding and oversight. EXAMPLE – The government will provide a work site for the school to practice stewardship and ecological education and study, guidance in the form of educational presentations and review of protocols and reports, advice and final approval for restoration activities, etc.*]
8. Period of Performance: [*State the performance period of the agreement.*]
9. Competition: [*Describe competitive procedures to be used, to include the types of organizations that will be eligible (i.e. State Government, local Government, nonprofit, etc.) and a list of potential sources.*]

**APPENDIX A**  
**Sample Cooperative Agreement Authorization Document**

10. Funding: *EXAMPLE* - The funds available for this Cooperative Agreement are Army Environmental Restoration Funds and the maximum available amount is \_\_\_\_\_

11. Recommendation: That the Grants Officer authorize development of cooperative agreement for [*short title of requirement*].

\_\_\_\_\_  
Program Official Name and Title

[Add routing offices as stated in SOP Section 7.1 with initials, including legal review]

Approve \_\_\_\_\_ / Disapprove \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Grant Officer

Approve \_\_\_\_\_ / Disapprove \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Office of Counsel

Sample Funding Opportunity Announcement

Title

<p><b>Funding Agency :</b></p> <p><i>District Office Address</i></p>	<p><b>Funding Instrument:</b> Choose an item.</p> <p><b>Funding Opportunity No:</b> <input type="text"/></p> <p><b>CFDA No:</b></p> <p><b>Program Title:</b></p>
<p><b>Issue Date:</b></p>	<p><b>Application Due Date:</b></p>
<p><b>Overview:</b></p> <p>[Write a synopsis of requirement including summary of work to be done, background, statutory authority, eligibility requirements, etc].</p>	
<p><b>Estimated Total Funding:</b></p>	<p><b>Estimated Number of Awards:</b></p>
<p align="center"><b>Contents of Full Text Announcement</b></p>	
<p>I. Funding Opportunity Description</p>	<p>V. Application Review Information</p>
<p>II. Award Information</p>	<p>VI. Award Administration Information</p>
<p>III. Eligibility Information</p>	<p>VII. Agency Contacts</p>
<p>IV. Application Information</p>	<p>VIII. Other Information</p>
<p><b>Contact Information:</b> Questions relating to Grants.gov including the registration process and system requirements should be directed to the Grants.gov Contact Center at 1-800-518-4726. For assistance with the requirements of this Funding Opportunity Announcement, please contact (<i>insert grants officer email address here</i>)</p>	
<p><b>Instructions to Applicants:</b>                  The complete funding opportunity announcement, application forms, and instructions are available for download at Grants.gov.                   Applications in response to this Funding Opportunity Announcement shall be submitted by the application due date. Applications may be submitted by mail, email, or via the internet through Grants.gov.                   Applicants shall have a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the System of Award Management (SAM), and if submitting application via the internet, register with Grants.gov.                   See Section IV of the Funding Opportunity Announcement for complete application submission information.</p>	



**Section I: Funding Opportunity Description**

[Insert description and Scope of Work provided by program official.]

**Section II: Award Information**

[Insert information regarding type of funding instrument (grant or cooperative agreement/new or renewal/sole source or competed). Also include the estimated total amount of funding (can be an average based on previous years), number of awards, period of performance, and a description of Government involvement.]

**Section III: Eligibility Information**

1. Eligible Applicants – [Enter type of entities eligible to apply (ex. Government, university, nonprofit, etc.)]
2. Cost Sharing – [Enter proposed cost sharing information. If the action will be 100% funded by USACE, indicate as such].
3. Other – [Include any other relevant information]

**Section IV: Application and Submission Information**

1. Address to Request Application Package  
The complete funding opportunity announcement, application forms, and instructions are available for download at Grants.gov. USACE is not responsible for any loss of internet connectivity or for an applicant’s inability to access documents posted at the referenced website.  
  
The administrative point of contact is [Grant Specialist (xxx) xxx-xxxx, email].
2. Content and Form of Application Submission  
All mandatory forms and any applicable optional forms must be completed in accordance with the instructions on the forms and the additional instructions below.
  - a. SF 424 - Application for Federal Assistance
  - b. SF 424 A – Budget Information for Non-construction Programs
  - c. SF 424 B – Assurances – Non-Construction Programs
  - d. Program Narrative – Brief program description illustrating applicant’s ability to meet the goals and objectives described in Section I of the announcement. [Enter required content of program narrative.]
3. Application shall be submitted NO LATER THAN [enter application due date and time].
4. Submission Instructions  
Applications may be submitted by mail, e-mail, or via the internet. Choose ONE of the following submission methods:
  - a. Mail one unbound copy of your complete proposal to:  
US Army Corps of Engineers, XXX District  
Attn: XXXX

Street Address

- b. E-mail:  
Format all documents to print on Letter (8 ½ x 11”) paper. E-mail proposal to [enter email address].
- c. Internet:  
Applicants are not required to submit proposals through Grants.gov. However, if applications are submitted via the internet, applicants are responsible for ensuring that their Grants.gov proposal submission is received in its entirety. The Government bears no responsibility for data errors resulting from transmission of conversion processes associated with electronic submissions. The Government will bear no responsibility for delays in submissions due to technical difficulties at or with the Grants.gov website.

All applicants choosing to use Grants.gov to submit proposals must be registered and have an account with Grants.gov. It may take up to three weeks to complete Grants.gov registration. For more information on registration, go to <http://www.grants.gov/ForApplicants>.

**Section V: Application Review Information**

- 1. Criteria  
The following criteria shall serve as the standard against which any response to this announcement will be evaluated.
  - a. Initial Review  
The Government will perform an initial review to determine that the applicant is (1) eligible in accordance with Section III of the announcement; (2) all information required by Section IV has been submitted; and (3) all mandatory requirements are satisfied.
  - b. Merit Review  
[Insert evaluation criteria]
  - c. Budget Review  
[Enter how agreement will be funded and how budget review will be performed]
- 2. Review and Selection Process  
[Insert overview of the selection process.]
- 3. Anticipated Award Date  
Announcement Issue Date: [ ]  
Application Due Date: [ ]  
Estimated Award Date: [ ]

**Section VI: Award Administration Information**

- 1. Award Notices  
Written notice of award will be given in conjunction with issuance of a cooperative agreement signed by a Grants Officer. The cooperative agreement will contain the effective date of the agreement, the period of performance, funding information, and all terms and conditions. The

## APPENDIX B

recipient is required to sign and return the document before work under the agreement commences. **Work described in this announcement SHALL NOT begin without prior authorization from a Grants Officer.**

### 2. Administrative Requirements

The cooperative agreement issued as a result of this announcement is subject to the administrative requirements in 2 CFR Subtitle A; 2 CFR Subtitle B, Ch. XI, Part 1103; and 32 CFR Subchapter C, except Parts 32 and 33.

### 3. Reporting

The cooperative agreement issued under this announcement will establish reporting requirements which, in general, will consist of [Insert general recipient progress and financial reporting requirements and frequency]. See 2 CFR Sections 200.327 for financial reporting requirements, 200.328 for performance reporting requirements, and 200.329 for real property reporting requirements.

## Section VII: Agency Contact

[Name of Grants Specialist], Grants Specialist, Contracting Division  
USACE, XXX District/Center                      Tel:    XXX-XXX-xxxx  
ATTN: XXXXX                      Fax:    XXX-XXX-XXXX  
Street address                      E-mail: Enter email address  
City, State, Zip

## Section VIII: Other Information

[Insert any additional information relating to the announcement.]

## **APPENDIX C**

### **SAMPLE COOPERATIVE AGREEMENT – COVER PAGE**

This Cooperative Agreement (CA) is meant to be an example of what a CA should look like. This example may not necessarily cover all grant authorities or all required elements or unique requirements of those authorities. Grants officers should work with their Office of Counsel to ensure that the CA for their particular authority is in conformance with all applicable laws and regulations.

## APPENDIX C

### SAMPLE COOPERATIVE AGREEMENT

AGREEMENT NUMBER: District/Center-XX-2-XXXX EFFECTIVE DATE: XX Month XXXX

ISSUED BY:  <p style="text-align: center;">The United States of America US Army Corps of Engineers, XXXX District Street Address City, State, Zip</p>	ISSUED TO:  <p style="text-align: center;">[Recipient Name and Address]</p>
---	---

CONCERNING:

AUTHORIZED BY: Accounting Citation:

CFDA NUMBER: DUNS NUMBER:

RECIPIENT TYPE:  Government Entity  Non-Profit Organization  Hospital  University  Indian Tribe \_\_\_\_\_  
 Other (specify):

AMOUNT: \$ COST SHARE:

PERIOD OF PERFORMANCE:

ADMINISTERED BY: Name (XXX) XXX-XXXX  
 Email address

#### TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Section</u>	<u>Title</u>
1	Administrative Information	5	Property Management
2	Programmatic Requirements	6	Claims, Disputes, and Appeals
3	Term	7	Compliance with Laws
4	Financial Matters	8	Indemnification

NOTICE OF ELECTRONIC FUNDS TRANSFER (EFT): Pursuant to 32 C.F.R. § 22.810, it is a Governmentwide requirement to use EFT in the payment of any grant or cooperative agreement for which an application or proposal was submitted or renewed on or after 26 July 1996, unless the recipient has obtained a waiver by submitting to the head of the pertinent Federal agency a certification that it has neither an account with a financial institution nor an authorized payment agent. To be paid, recipient must submit a Payment Information Form (Standard Form SF-3881) to the responsible DoD payment office.

IN WITNESS WHEREOF, the parties by their authorized representatives execute this Cooperative Agreement and agree to the terms and conditions contained herein, all assurances and certifications made in the application, and all applicable federal statutes, regulations, and guidelines. The Recipient agrees to administer the funded program in accordance with the approved application and budget(s), supporting documents, and other representations made in support of the approved application.

UNITED STATES OF AMERICA (SIGNATURE OF GRANTS OFFICER)

SIGNATURE OF RECIPIENT	DATE
NAME AND TITLE OF SIGNATORY	

# APPENDIX C

## 1. Administrative Information

### 1.1. Parties to the Agreement

This agreement is entered into between the U.S. Army Corps of Engineers, \_\_\_\_\_ District, hereinafter referred to as GOVERNMENT, and [Enter full legal name of the recipient entity], hereinafter referred to as RECIPIENT. The parties to this agreement act in their independent capacities in their performance of their respective functions under this agreement and neither party is to be considered the officer, agent, or employee of the other.

### 1.2. Administrative Personnel

#### 1.2.1. Government Representatives:

##### Government Project Manager:

[Name, Title]

USACE, \_\_\_\_\_ District

ATTN: CEXXX-XX-XX

Street Address

City, State, Zip

Tel: XXX-XXX-xxxx

Fax: XXX-XXX-xxxx

E-mail: [email]

##### Agreement Administrator:

[Name, Title]

USACE, \_\_\_\_\_ District

ATTN: CEXXX-XX-XX

Street Address

City, State, Zip

Tel: XXX-XXX-xxxx

Fax: XXX-XXX-xxxx

E-mail: [email]

##### Grants Officer:

[Name, Title]

USACE, \_\_\_\_\_ District

ATTN: CEXXX-XX-XX

Street Address

City, State, Zip

Tel: XXX-XXX-xxxx

Fax: XXX-XXX-xxxx

E-mail: [email]

#### 1.2.2. Recipient Representatives:

[Enter Recipient Representatives]

Should include the signatory authority and an administrative contact.

### 1.3. Administrative Requirements and Order of Precedence

1.3.1. Governing Regulations: This agreement will be administered in accordance with, and recipients shall comply with, the applicable requirements of the Office of Management and Budget Grant and Agreement Regulations, Title 2 Code of Federal Regulations (C.F.R.) Subtitle A, including Title 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; Department of Defense Grant and Agreement Regulatory System (DoDGARS), Title 2, C.F.R. Chapter XI; and Title 32, C.F.R. Chapter I, Subchapter C except Parts 32 and 33.

## APPENDIX C

1.3.2. Order of Precedence: In the event of a conflict between the terms of this agreement and other governing documents, the conflict shall be resolved by giving precedence in descending order as follows: (1) The OMB regulations and the DoDGAR; (2) the articles of this agreement; (3) the attachments to this agreement, if any.

## 2. Programmatic Requirements

### 2.1. Scope of the Agreement

The Government and the Recipient are bound to each other by a duty of good faith and best effort to achieve the goals of the agreement. This agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.

[Enter Statement of Work (SOW)/Statement of Objectives (SOO)]

### 2.2. Performance Reports

Recipient shall submit to the Agreement Administrator progress reports on a quarterly (can be adjusted no less than quarterly and no more than annually) basis utilizing the form included in Appendix A of this agreement. Reports are due no later than 30 days following the end of each reporting period. A final performance progress report shall be submitted within 90 days after the expiration date of the award.

### 2.3. Modifications

2.3.1. Modifications to this agreement may be proposed by either party. But neither party shall implement a change until the change has been negotiated and approved by the Government's Grants Officer. Change proposals shall be submitted in writing and shall detail the technical, schedule, and financial impacts of the proposed modification. Only the Grants Officer has the authority to act on behalf of the Government to change this agreement.

2.3.2. Revision of budget/program plans: Recipient shall request prior approval for plan changes in accordance with 2 C.F.R. § 200.308.

2.3.3. The Grants Officer may unilaterally issue modifications for minor or administrative matters, such as changes in key personnel, paying office, etc.

### 2.4. Subawards

2.4.1. The Recipient shall apply to each subaward the administrative requirements of the DoDGAR applicable to the particular type of sub recipient. 2 C.F.R. Part 200 shall be applied to awards to universities, hospitals, and other non-profit organizations included in the definition of "recipient" in part 32 of the DoDGARS, as well as States, local governments, and Indian tribal governments.

2.4.2. Recipients awarding sub-awards under this agreement shall assure that sub-awards contain, at a minimum, the applicable provisions in Appendix B to DoDGARS Part 22 and Appendix A to DoDGARS Choose an item.

2.5. Procurement

The Recipient's systems for acquiring goods and services under this agreement shall comply with 2 C.F.R. §§ 200.317 to 200.326.

**3. Period of Performance**

3.1. Period of Performance of Agreement

The period of performance of this cooperative agreement is [enter start and end dates]. If the parties agree, the period of performance for the agreement may be extended if funds are available and the extension would not exceed any applicable limitations. Any extension shall be formalized through modification of the agreement by the Grants Officer and the Recipient.

3.2. Unsatisfactory Performance/Non-Compliance with Award Provisions

Failure to perform work in accordance with the terms of the award or failure to comply with any or all of the provisions of the award may result in designation of the Recipient as high risk and assignment of special award conditions or other actions such as withholding payment, requiring performance or financial audits, suspension of award, termination, or any other action provided by law.

3.3. Termination

3.3.1. The Grants Officer may terminate this agreement by written notice to the Recipient upon a finding that the Recipient has failed to comply with the material provisions of this agreement.

3.3.2. This agreement may be terminated by either party upon written notice to the other party. Such notice shall be preceded by consultation between the parties. Such notice must be issued at least 30 days prior to the requested effective date. If the Recipient requests to terminate the agreement, written notification must be provided to the awarding agency stating the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. If termination is requested before work is completed and the Grants Officer determines that the reduced or modified portion of the award will not accomplish the purpose for which the award was made, the Grants Officer may terminate the award in its entirety.

3.3.3. The Government and Recipient will negotiate in good faith an equitable adjustment for work performed toward accomplishment of the terminated program goals. The Government will allow full credit to the Recipient for the Government share of the obligations properly incurred by the Recipient prior to termination and those non-cancelable obligations that remain after termination.

3.4. Closeout Procedures

Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to the requirements at 2 C.F.R. §§ 200.344 and 200.345.



## APPENDIX C

### 4. Financial Matters

#### 4.1. Method of Payment

- 4.1.1. The Government will reimburse Recipient up to the negotiated amount for performance in conformance with the terms of this cost-reimbursable agreement. The Government is not liable for any expenditure in excess of this amount unless agreed to by modification of this agreement. All obligations are subject to the availability of appropriations from Congress.
- 4.1.2. Payments will be made on a reimbursable basis for allowable, allocable and reasonable costs incurred. Recipient shall submit a "Request for Advance or Reimbursement" (SF-270) [SF-271 may be used for construction] along with other required documentation to the Government's Agreement Administrator (see paragraph 1.2.1) no more frequently than monthly.

The SF-270 should be submitted to XXXXX@usace.army.mil. Invoices submitted by email must be formatted to print on Letter (8 ½ x 11") paper. Please attach a single PDF document with the SF-270 as the FIRST page. All information for processing the payment must be included in the attachment - not the body of the email. Subject line of the email must reference the cooperative agreement/task order number. Only ONE invoice may be submitted per email.

#### 4.2. Cost Principles

Cost principles for this agreement are governed by 2 C.F.R. Part 200, Subpart E.

#### 4.3. Standards for Financial Management Systems

The Recipient shall establish or use existing financial systems that comply with Generally Accepted Accounting Principles and with 2 C.F.R. §§ 200.302 and 200.303.

#### 4.4. Audit

- 4.4.1. Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 CFR §200 Subpart F "Audit Requirements". Recipients that are subject to the provisions of 2 CFR Part 200 and that expend \$750,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in Subpart F. [In accordance with 15 CFR §14.26(c) and (d), for-profit hospitals, commercial, and other organizations not covered by the audit provisions of 2 CFR 200 Subpart F that expend \$750,000 or more on a year in Federal funding, are required to have a program-specific audit performed at conclusion of the project, but not less than once every five years].

The Recipient shall provide a copy of the auditor's report to the Government's Agreement Administrator. 4.4.3 Irregularities identified in an audit that involve funds disbursed under this Cooperative Agreement or that raise concerns with compliance with governing standards or otherwise are of concern to the Grants Officer may be the basis for a decision by the Grants Officer to terminate the Cooperative Agreement, require the return to the Government of funds paid to the recipient, require a new audit or the establishment of special funds control procedures by the recipient, or any other action available by law to the Grants Officer.

#### 4.5.

## APPENDIX C

### 4.6. Retention and Access to Records

Recipient's financial records, supporting documents, statistical records and all other records pertinent to this agreement shall be retained and access to these records by the Government shall be permitted in accordance with 2 CFR §200.333.

### 4.7. Cost Sharing

4.7.1.[Enter negotiated cost share - determined per cooperative agreement]

4.7.2.The Recipient's contributions may count as cost sharing only to the extent that they comply with the criteria at 2 C.F.R. § 200.306.

### 4.8. Financial Reporting

4.8.1. The Recipient shall submit a "Federal Financial Report" (SF-425) on a quarterly (can be adjusted no less than quarterly and no more than annually) basis. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 shall be submitted within 90 days after the expiration date of the award.

4.8.2. Financial reports shall be submitted to the Government's Agreement Administrator.

## 5. Property Management

The Recipient's property management system shall comply with 2 C.F.R. §§ 200.310 to 200.316.

### 5.1. Real Property

Title for real property acquired under the cooperative agreement shall vest in the recipient. In accordance with 2 C.F.R. § 200.311, only the estate necessary for the project purpose should be acquired and the real property shall be used for the originally authorized purpose for as long as it is needed. [The recipient shall obtain written approval by the Federal awarding agency for the use of real property in other federally-sponsored projects when the recipient determines the property is no longer needed for the purpose of the original project. (University, Hospital, Non-profit, or For-Profit Entities ONLY)]. When real property is no longer needed for the originally authorized purpose, the recipient shall request disposition instructions from the Government.

### 5.2. Equipment

Equipment purchased under the cooperative agreement shall vest with the recipient, and its use, management, and disposition shall be in accordance with 2 C.F.R. § 200.313.

### 5.3. Supplies and Other Expendable Property

Title to supplies and other expendable property shall vest in the recipient. Disposition of supplies in excess of \$5000 shall be in accordance with 2 C.F.R. § 200.314. [The recipient shall not use supplies acquired with Federal funds to provide services to non-Federal outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute as long as the Federal Government retains any interest in the supplies (University, Hospital, Non-profit, or For-Profit ONLY)].

### 5.4. Intangible Property / Copyrights

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use copyrighted work created under this agreement for Federal Government purposes in accordance with 2 C.F.R. § 200.315.

## APPENDIX C

### 5.5. Government Furnished Property

Title to federally owned property remains vested in the Federal Government. Federally furnished equipment is not in-kind assistance.

### 5.6. Reporting Requirements

The following forms shall be utilized to meet 2 C.F.R. part 200 reporting requirements.

#### 5.6.1. SF-428 Tangible Personal Property Report

5.6.1.1. SF-428 A – Annual Report (reporting Federally-owned property)

5.6.1.2. SF-428 B – Final Report

5.6.1.3. SF-428 C – Disposition Request

#### 5.6.2. RPSR – Real Property Status Report

5.6.2.1. RPSR Attachment A – General Reporting

5.6.2.2. RPSR Attachment B – Request to Acquire, Improve or Furnish

5.6.2.3. RPSR Attachment C – Disposition Request

5.6.3. Recipient shall submit an annual inventory report to the Government listing all federally owned property in their custody.

## 6. Claims, Disputes, and Appeals

### 6.1. General

Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Cooperative Agreement. Department of Defense policy is to resolve issues through discussions and mutual agreement at the Grants Officer's level, either through unassisted negotiations or through a mutually agreeable means of Alternative Dispute Resolutions, whenever possible.

### 6.2. Claims Resolution Process

When a claim cannot be resolved by the parties, the parties agree to use the procedures identified in 32 C.F.R. § 22.815 as the administrative process to resolve claims, disputes and appeals. Under 32 C.F.R. § 22.815, a recipient's claim must: (1) be submitted in writing; (2) specifying the nature and basis for the relief requested; and (3) include all data that supports the claim. Claims by a DoD component to a recipient shall be the subject of a written decision by a Grants Officer. Within 60 calendar days of receipt of a written claim, the Grants Officer shall either: (1) prepare a written decision; or (2) notify the Recipient of a specific date when he or she will render a written decision if more time is required to do so. The decision of the Grants Officer is final. The recipient has the right to appeal the decision to the Grant Appeal Authority within 90 days of receiving the decision. Particulars concerning the appeal process are specified in Department of Defense Directive 3210.06, 32 C.F.R. § 22.815(e), and Army Appeals Authority AFARS § 5133.90 (Grant and Cooperative Agreement Claims, Disputes and Appeals).

### 6.3. Non-exclusivity Remedies

Nothing in this section is intended to limit the recipient's right to any remedy under the law.

## 7. Compliance with Laws

### 7.1. Applicable Federal Laws

By signing or accepting funds under this agreement, Recipient agrees that it will comply with all applicable federal, state and local laws, codes, regulations, rules and orders.

## APPENDIX C

### 7.2. Certification Regarding Lobbying

A separate certification regarding lobbying must be submitted per 32 C.F.R. Part 28.

### 7.3. Award Provisions

By signing or accepting funds under this agreement, the recipient assures that it will comply with the applicable provisions of the following national policies on:

[Insert all that apply. Refer to 2 C.F.R. Part 200 for awards for universities, hospitals, other non-profit organizations, States, local governments, and Indian tribal governments.]

7.3.1. Nondiscrimination

7.3.2. Live Organisms

7.3.3. Debarment and Suspension

7.3.4. Hatch Act

7.3.5. Environmental Standards

7.3.6. Drug-Free Workplace

7.3.7. National Preservation

7.3.8. Officials Not to Benefit

7.3.9. Preference for US Flag Carriers

7.3.10. Cargo Preferences

7.3.11. Military Recruiters

7.3.12. Relocation and Real Property Acquisition

## 8. Indemnification

To the extent permitted by applicable law, Recipient shall indemnify the Government against any liability for damage to life or property arising from the actions or omissions of Recipient's employees, contractors, or agents. Such protection from damages may be provided by commercial insurance or self-insurance. The Government shall be liable for its actions and omissions in accordance with the Federal Tort Claims Act, as applicable, and other applicable Federal law.

## APPENDIX D

### COOPERATIVE AGREEMENT COMPLETION STATEMENT

Choose an item. No: W9127N-	Last Modification No:
SPONSOR: The United States of America US Army Corps of Engineers, District/Center Street Address City, State, Zip	RECIPIENT:  [Recipient Name and Address]
Physical Completion Date:	Financial Completion Date:
Total amount paid to the recipient under this cooperative agreement: \$	
All administrative actions required have been fully and satisfactorily accomplished, and the following criterion have been met: <ul style="list-style-type: none"> <li><input type="checkbox"/> Final progress report has been submitted and is determined to be acceptable by the Program Official.</li> <li><input type="checkbox"/> Final financial data has been submitted and compared with information in CEFMS.</li> <li><input type="checkbox"/> All required reports (progress, financial, property) have been received.</li> <li><input type="checkbox"/> Recipient has met the objectives of the agreement and complied with all terms and conditions.</li> <li><input type="checkbox"/> All actions relating to disposition of property have been taken.</li> <li><input type="checkbox"/> All remaining funds have been deobligated.</li> <li><input type="checkbox"/> "Notification of Closeout" or "Noncompliance Letter" has been sent to the Recipient.</li> <li><input type="checkbox"/> There is NO pending claim, dispute, litigation or appeal for this agreement.</li> </ul> Close-out shall not be completed if a claim, dispute, litigation or appeal is pending, all payments have not been made, or if a final deobligation is necessary.	
SIGNATURE OF GRANTS SPECIALIST	DATE
NAME OF GRANTS SPECIALIST Name Phone Email	
All actions required for close-out of this cooperative agreement have been fully and satisfactorily accomplished. Cooperative agreement file of this office is hereby closed as of:  Date:	
SIGNATURE OF GRANTS OFFICER	DATE
NAME OF GRANTS OFFICER Name Phone Email	

**APPENDIX E**

**SAMPLE MODIFICATION OF COOPERATIVE AGREEMENT**  
between  
The U.S. Army Corps of Engineers, District/Center  
and  
Enter Recipient

**COOPERATIVE AGREEMENT NUMBER:** District / Center-XX-2-XXXX-XXXX

**MODIFICATION NUMBER:** XXXXX

**SHORT TITLE:**

**AUTHORITY:**

**PURPOSE:** The purpose of this modification is to . See attached scope of work for details.

**PERIOD OF PERFORMANCE:**

**FUNDING:**

**ADMINISTERED BY:** Name, Phone, Email

All terms and conditions of Cooperative Agreement District / Center-XX-2-XXXX between the US Army Corps of Engineers, District / Center and Recipient remain in effect for the duration of this modification.

Effective Date of Modification:

SIGNATURE OF GRANTS OFFICER	
[Grants Officer] [Phone Number] [email]	
SIGNATURE OF RECIPIENT	DATE
NAME AND TITLE OF Signatory	

## APPENDIX F



### Final Performance Assessment Report – Approval for Closeout

CECT-xxx=x

MEMORANDUM FOR [office symbol], [PROGRAM OFFICIAL]

SUBJECT: Cooperative Agreement No. W9127N-XX-2-XXXX, Example Final Performance Assessment Report – Approval for Closeout

1. Regulations require that all expired cooperative agreements be closed out. In order to close out a cooperative agreement, it is necessary for the Program Official to verify that all requirements under the cooperative agreement have been satisfactorily met.
2. Please check the appropriate boxes below, sign this form verifying satisfactory completion of all requirements, and return to this office.
3. If you have any questions, please contact [*Name*], Grants Specialist, at [*phone*] or email [*email address*].

#### **PERFORMANCE**

Recipient has met the objectives of the agreement and complied with all terms and conditions.

Yes

No Explain: \_\_\_\_\_

#### **APPROVAL OF FINAL PROGRESS REPORT**

Final Progress Report dated \_\_\_\_\_ is accepted

No Final Progress Report required.  
Explain: \_\_\_\_\_

Final Progress Report Not Accepted.  
Explain: \_\_\_\_\_

#### **PROPERTY (Supplies, Equipment, Real Property)**

There is no property acquired under this agreement that requires disposition instructions.

There is property acquired under this agreement that requires disposition instructions.  
Explain: \_\_\_\_\_

Signature below serves as confirmation by the program official that all requirements of the subject cooperative agreement have been satisfactorily met and progress has been appropriately reported in accordance with the terms and conditions of the cooperative agreement.

\_\_\_\_\_  
SIGNATURE OF PROGRAM OFFICIAL

## **Appendix G – Sample Appointment of Grants Officer Representative**

CEXXX-XX-X

MEMORANDUM FOR John Doe, Project Manager, Environmental Remediation Branch

SUBJECT: Appointment of Grants Officer Representative

1. You are hereby appointed as the Grants Officer Representative (GOR) for monitoring and technical progress of the following award:

Cooperative Agreement Number: W912XX-17-2-000X

Non-Federal Entity:

Project Title:

Period of Performance: 05/02/2017 – 05/1/2022 (or as amended)

2. This appointment is contingent upon completion of required GOR training. You are delegated certain award administration functions; however, the legal responsibility of the award remains with the Grants Officer.

3. As the GOR, you are a vital component of monitoring the recipient's performance under the award. You will serve as the lead point of contact with the recipient. As such, you should maintain a current and informed cognizance of the progress of the award to ensure the work being performed is consistent with the statement of work.

4. Concurrently, you are expected to advise and assist the Grants Officer in administering the award, as necessary. You must advise the Grants Officer in a timely manner on all matters relating to the recipient's performance, especially delays or funding issues that arise, which may require modifications to the award.

5. As the GOR, you also are required to, but are not limited to the following:

- Maintaining records of formal meetings
- Reviewing reports and other products
- Coordinating program management decisions as they bear on the award
- Process payment requests
- Log monthly payment activities (to include the funding balance and percentage of work complete)
- Assisting with the review of final closing documents.



CENWO-PM-H

SUBJECT: Appointment of Grant's Officer Representative

6. GOR file requirements:

a. As the GOR, you must maintain an official CA administration file. The file must be maintained in your program office. The file is subject to review on a periodic basis, annually, or as determined to be necessary by the Grants Officer.

b. The enclosed GOR File Content Checklist provides an overview of the items/documents that may be included in the GOR file; however, it is not all-inclusive nor will all items on the Checklist be applicable to the award. Good judgment and experience should be exercised.

c. Upon expiration of the award, the complete project file will be made available for review by the Grants Officer for closeout.

7. This delegation does not empower you to issue or approve changes; or to enter into any agreements, award modifications, or any other matters affecting the cost or the terms and conditions of the award. All such authority remains with the Grants Officer. Inquiries concerning these matters, which may be received from the recipient, shall be directed to the Grants Officer or Grants Specialist for appropriate action. You may be personally liable for unauthorized acts. You may not re-delegate your GOR authority.

8. Release of any information relative to any aspect of the award to outside parties is subject to prior review and clearance by the Grants Officer.

9. This designation as a GOR shall remain in effect through the life of the agreement, unless sooner revoked in writing by the Grants Officer or unless you are separated from Government service. If you are to be reassigned or to be separated from Government service, you must notify the Grants Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor GOR. The award file must be transferred to the new GOR.

10. You will remain the single, responsible point of contact appointed as the GOR. You must immediately notify the Grants Officer if you are unable to perform the duties outlined in this memorandum.

11. You are required to acknowledge your acceptance of this appointment. By signing this memorandum, you understand the authorities of the GOR and Grants Officer, GOR responsibilities, the training required. You also understand that you cannot give direction to the recipient to make any changes to the requirements of the award.

CENWO-PM-H  
SUBJECT: Appointment of Grant's Officer Representative

XXXX  
Grants Officer

Date:

XXXXX  
Grants Officer Representative

Date:

Encl.

## GOR File Contents Checklist

Award Number:

Grants Specialist:

Recipient:

Project Manager:

Phone:

Email:

GOR:

Phone:

Email:

Item / Document	Place an "x" if item included
Copy of the Appointment of Grants Officer's Representative	
GOR Training Certificates	
DAU CLC 106	
Ethics	
Refresher Course	
Statement of Work (original and revised)	
Budget (original and revised)	
Assistance Agreement Award and Supporting Documents	
Modifications and Supporting Documents	
Monthly/ Quarterly Progress Reports	
Quarterly Reports	
Documentation of Formal Meetings, Inspections, and/or Site Visits	
Cost Reimbursement Vouchers	
Log of Payment Activities (to include funding balance and percentage of work complete)	
Listing of Government Furnished Property	
Listing of Property / Equipment Purchased by the Recipient with Award Funds	
Final Technical Report	
Final Financial Report (SF-425)	
Other Documents	

Mark "N/A" if not applicable.

The award file will be made available as required pursuant to Paragraph 6 of the GOR Appointment Letter.