



CESWF

Grant or Cooperative Agreement Award

1. INSTRUMENT TYPE:
Cooperative Agreement

2. AUTHORITY:
 10 U.S.C. 2358 10 U.S.C. 2701
 10 U.S.C. 2684a 16 U.S.C. 670c-1
 33 U.S.C. 2339(a)

3a. ISSUED BY:
U.S. Corps of Engineers
2000 Fort Point Road
Galveston, TX 77550

4. AGREEMENT PIIN
(Proc. Inst. Ident. NO):

5a. AMEND NO:
WO#0011

6. PURCHASE REQUEST (PR&C):
W45XMA70486800

3b. ISSUING OFFICE DODAAC:
W9126G

4b. Master Agreement:
W9126G-16-2-0004

5b. Amend Type:
Bilateral

7. PROGRAM/PROJECT TITLE ~~GIS Interns to provide Boundary Maintenance for West Hill Dam Office in Uxbridge, MA~~ Conservation/Recreation Interns for

3b. CFDA: 12.010

8a. ISSUED TO (RECIPIENT'S) ADDRESS:
The Student Conservation Association, Inc.
4245 North Fairfax Drive,
Suite 825
Arlington, Virginia 22203-1606
POC: Mr. Gary King
Email: gking@thesca.org
Phone: (603) 504-3230

9. RECIPIENT TYPE (CHOOSE ONE BY CHECKING THE APPROPRIATE BOX):

- State Gov't
- Local Gov't
- Institute of Higher Education
- Hospital
- Other Nonprofit Organization
- For Profit (Large Business)
- For Profit (Sm Business)
- County Gov't
- Municipal Gov't
- Private Higher ED Institution
- Small Business
- Other (Specify) Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

8b. RECIPIENT'S CAGE CODE: 09EU9

8c. RECIPIENT'S DUNS NUMBER: 040245227

8d. RECIPIENT'S TAX IDENTIFICATION No.: 91-0880684

10. PERIOD OF PERFORMANCE (Approximately)

FROM: 15 MAY 2017

TO: 15 NOV 2017

11. AWARD HISTORY:

PREVIOUS \$ 0.00
THIS ACTION \$151,057.09
TOTAL \$151,057.09

Conservation/Recreation Interns to provide park maintenance for Huntington District. Period of Performance for this Task Order is from 15 May 2017 to 15 Nov 2017.

12. ACCOUNTING AND APPROPRIATIONS DATA: See Page 19 of 30.

13. APPLICABLE ENCLOSURES(S), IF CHECKED:

TERMS and CONDITIONS REQUIRED PUBLICATIONS/REPORTS
 PROVISIONS OTHER: Statement of Objectives

14. IMPORTANT: Recipient is not, **X** is required to sign this document and return 1 copies to the issuing office.

15. FOR THE RECIPIENT (IF APPLICABLE)

15a. NAME AND TITLE OF RECIPIENT
AUTHORIZED TO SIGN:
(Type or Print)

16. FOR THE UNITED STATES OF AMERICA

16a. GRANTS OFFICER (Type or Print):
Maria E. Rodriguez, Grants Officer

E-Signed : 04/07/2017 01:17 PM CDT
Aimee Dobrzeniecki
adobrzeniecki@thesca.org
IP: 172.58.217.31
Certifi Electronic Signature
DocID: 20170407125918326

16b. _____ DATE: 13 Apr 2017
(Signature of Award Grants Officer)

CESWF FORM

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$5,050.00	\$5,050.00 EST
				Funded Amt:	\$5,050.00

Conservation/Recreation Interns

Provide Water Safety Outreach, Ranger Assistance and Natural Resources Inventories for Alum Creek Lake, Delaware Lake, Dillon Lake, Paint Creek Lake, Burnsville Lake, Summersville Lake, R.D. Bailey Lake, Bluestone Lake and two students at Sutton Lake and Deer Creek Lake, for a total of twelve.

NAICS CD: 541620
, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Job	\$5,050.00	\$5,050.00 EST
				Funded Amt:	\$5,050.00

Conservation/Recreation Interns

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NAICS CD: 541620
, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Job	\$7,650.00	\$7,650.00 EST
				Funded Amt:	\$7,650.00

Conservation/Recreation Interns

Provide Water Safety Outreach, Ranger Assistance and Natural Resources Inventories for Alum Creek Lake, Delaware Lake, Dillon Lake, Paint Creek Lake, Burnsville Lake, Summersville Lake, R.D. Bailey Lake, Bluestone Lake and two students at Sutton Lake and Deer Creek Lake, for a total of twelve.

NAICS CD: 541620
, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Job	\$7,650.00	\$7,650.00 EST
				Funded Amt:	\$7,650.00

Conservation/Recreation Interns

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, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Job	\$5,050.00	\$5,050.00 EST
				Funded Amt:	\$5,050.00

Conservation/Recreation Interns

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0006		1	Job	\$5,050.00	\$5,050.00 EST
				Funded Amt:	\$5,050.00

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				Funded Amt:	\$5,050.00

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NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Job	\$5,850.00	\$5,850.00 EST
				Funded Amt:	\$5,850.00

Conservation/Recreation Interns

Provide Water Safety Outreach, Ranger Assistance and Natural Resources Inventories for Alum Creek Lake, Delaware Lake, Dillon Lake, Paint Creek Lake, Burnsville Lake, Summersville Lake, R.D. Bailey Lake, Bluestone Lake and two students at Sutton Lake and Deer Creek Lake, for a total of twelve.

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Job	\$5,850.00	\$5,850.00 EST
				Funded Amt:	\$5,850.00

Conservation/Recreation Interns

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NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Job	\$9,600.00	\$9,600.00 EST
				Funded Amt:	\$9,600.00

Conservation/Recreation Interns

Provide Water Safety Outreach, Ranger Assistance and Natural Resources Inventories for Alum Creek Lake, Delaware Lake, Dillon Lake, Paint Creek Lake, Burnsville Lake, Summersville Lake, R.D. Bailey Lake, Bluestone Lake and two students at Sutton Lake and Deer Creek Lake, for a total of twelve.

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Job	\$19,200.00	\$19,200.00 EST
				Funded Amt:	\$19,200.00

Conservation/Recreation Interns

Provide Water Safety Outreach, Ranger Assistance and Natural Resources Inventories for Alum Creek Lake, Delaware Lake, Dillon Lake, Paint Creek Lake, Burnsville Lake, Summersville Lake, R.D. Bailey Lake, Bluestone Lake and two students at Sutton Lake and Deer Creek Lake, for a total of twelve.

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		1	Job	\$9,600.00	\$9,600.00 EST
				Funded Amt:	\$9,600.00

Conservation/Recreation Interns

Provide Water Safety Outreach, Ranger Assistance and Natural Resources Inventories for Alum Creek Lake, Delaware Lake, Dillon Lake, Paint Creek Lake, Burnsville Lake, Summersville Lake, R.D. Bailey Lake, Bluestone Lake and two students at Sutton Lake and Deer Creek Lake, for a total of twelve.

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	Job	\$9,600.00	\$9,600.00 EST
				Funded Amt:	\$9,600.00

Conservation/Recreation Interns

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NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	Job	\$9,600.00	\$9,600.00 EST
				Funded Amt:	\$9,600.00

Conservation/Recreation Interns

Provide Water Safety Outreach, Ranger Assistance and Natural Resources Inventories for Alum Creek Lake, Delaware Lake, Dillon Lake, Paint Creek Lake, Burnsville Lake, Summersville Lake, R.D. Bailey Lake, Bluestone Lake and two students at Sutton Lake and Deer Creek Lake, for a total of twelve.

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	Job	\$6,950.00	\$6,950.00 EST
				Funded Amt:	\$6,950.00

Conservation/Recreation Interns

Provide Water Safety Outreach, Ranger Assistance and Natural Resources Inventories for Alum Creek Lake, Delaware Lake, Dillon Lake, Paint Creek Lake, Burnsville Lake, Summersville Lake, R.D. Bailey Lake, Bluestone Lake and two students at Sutton Lake and Deer Creek Lake, for a total of twelve.

NAICS CD: 541620

, FSC CD: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Job	\$29,207.09	\$29,207.09 EST
				Funded Amt:	\$29,207.09

Conservation/Recreation Interns

Provide Water Safety Outreach, Ranger Assistance and Natural Resources Inventories for Alum Creek Lake, Delaware Lake, Dillon Lake, Paint Creek Lake, Burnsville Lake, Summersville Lake, R.D. Bailey Lake, Bluestone Lake and two students at Sutton Lake and Deer Creek Lake, for a total of twelve.

NAICS CD: 541620

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GO STATEMENT

"Only a Grants Officer has the authority to issue modifications or otherwise change the terms and conditions of this Cooperative Agreement. If an individual other than the Grants Officer attempts to make changes to the terms and conditions of this Cooperative Agreement you shall not proceed with the change and shall immediately notify the Grants Officer."

Section C - Descriptions and Specifications

SOO

**Statement of Objectives
For**

**Conservation/Recreation Interns to Provide Water Safety Outreach, Ranger Assistance
and Natural Resources Inventories**

Master Agreement No. : W9126G-16-2-0004 Work Order 0011

Between

USACE and the **Student Conservation Association, Inc.**

1.0 PURPOSE

1.1 The U.S. Army Corps of Engineers (USACE) is the leading Federal provider of outdoor recreation and attracts over 335 million visitors annually at 403 water resources development projects operated in 43 states. Visitor safety as well as stewardship of the natural resources are several of the primary missions in the management of these projects. The purpose of this work order is to place student interns at each of the lake projects listed below to assist park rangers with water safety outreach and visitor related duties, as well as, placing several students within the Huntington District Office to conduct natural resources inventories.

1.2 Participating Locations and Periods of Performance:

One student intern each will be placed at Alum Creek Lake, Delaware Lake, Dillon Lake, Paint Creek Lake, Burnsville Lake, Summersville Lake, R.D. Bailey Lake, Bluestone Lake and two students at Sutton Lake and Deer Creek Lake, for a total of twelve. These twelve interns will work for 16 weeks or less, beginning approximately 15 May 2017 and ending approximately September 22, 2017. Also, two additional student interns will be placed at the Huntington District Office and will work for six months/26 weeks, starting approximately 15 May 2017 and ending approximately November 15, 2017.

2.0 AUTHORITY

2.1 In agreement with the above stated purpose, the recipient/cooperator agrees to provide the necessary personnel, equipment, and materials required to implement, in part, the USACE's responsibilities pursuant to section 213(a) of the Water Resources Development Act of 2000, further amended by Section 1047(e) and located at 33 U.S.C. 2339 (a).

3.0 DESCRIPTION OF OBJECTIVES

3.1 Task 1. Each of the twelve student interns working at the lake projects are to provide interpretative assistance in the implementation of the Corps' Water Safety Program by presenting water safety programs at schools, parks, and special events, provide guided dam tours, and accompany rangers during vehicle and boat patrols. Other duties may include updating bulletin boards, working on interpretive displays, stocking and distributing informative material in information centers, staffing information centers in times of high visitation, providing interpretive talks, and updating the public on lake and weather conditions via recorded daily voice messages. Light maintenance tasks may be required to make repairs in recreation area. The interns may also assist with setting up and staffing water safety booths at county/state fairs by providing water safety information to the public, while representing the U.S. Army Corps of Engineers. Daily tasks will include interacting with visitors, interpretation, and telling the Corps story.

3.2 Task 2. Each of the two student interns working at the Huntington District Office will conduct Level-1 Natural Resources Inventories (NRIs). NRIs are conducted to provide baseline information for Master Plan purposes. Work entails the collection of data to determine the general site composition for the following: 1) vegetative cover, 2) wetlands, 3) soils, and 4) special status species. Data collection is accomplished using available on-line sources. Interns will work to complete level-1 NRIs for various Corps Projects in the Huntington District. Duties will include the on-line collection of Geographic Information System (GIS) data and the subsequent formatting of the collected information into a report (to include brief narratives, charts, tables, and exhibits). Information documented in the report will be used by Corps Lake Staff for upward reporting in the **Operations and Maintenance Business Information Link (OMBIL)** and for determining resource management and development needs.

3.3 Training/Supervision:

The supervisor at each lake project will provide close daily monitoring during work performance and job training for the twelve student interns.

The two District Office student interns will receive initial NRI guidance/direction from Corps personnel. Additionally, the Corps will provide a template/example of finished NRI work product (to be used as a guide) and will support interns on a continued basis in the collection and formatting of data. Interns will have daily access to Corps personnel who can advise and guide interns in GIS, data collection/formatting, and report preparation.

3.4 Housing:

Lake Project Interns will provide their own housing with reimbursed amounts specified below.

Alum Creek Lake Intern \$600 per month for housing.

Deer Creek Lake Interns (two) \$400 per month for housing.

Delaware Lake Intern \$600 per month for housing.

Dillion Lake Intern \$600 per month for housing.

Paint Creek Lake Intern \$600 per month will be paid directly to landlord.

Burnsville Lake Intern \$400 per month for housing.

Sutton Lake Interns (two) \$400 per month for housing.

Summersville Lake Intern \$400 per month for housing.

Bluestone Lake Intern \$400 per month for housing.

Exception:

R.D. Bailey Lake Intern will be provided government housing.

District Office Interns must provide their own housing, no reimbursements.

3.5 Travel:

Alum Creek Lake Intern will be reimbursed \$75 per week for commuting travel.

Deer Creek Lake Interns (two) will each be reimbursed \$75 per week for commuting travel.

Delaware Lake Intern will be reimbursed \$75 per week for commuting travel.

Dillion Lake Intern will be reimbursed \$75 per week for commuting travel.

Paint Creek Lake Intern will be reimbursed \$75 per week for commuting travel. Also \$1,200 round trip to and from work site.

Burnsville Lake Intern will be reimbursed \$100 per week for commuting travel.

Sutton Lake Interns (two) will be reimbursed \$100 per week for commuting travel.

Summersville Lake Intern will be reimbursed \$100 per week for commuting travel.

Bluestone Lake Intern will be reimbursed \$100 per week for commuting travel.

R.D. Bailey Lake Intern will be reimbursed \$100 per week for commuting travel.

District Office Interns will be reimbursed \$100 per week for commuting and parking.

3.6 Living Allowance:

Alum Creek Lake Intern will be reimbursed \$100 per week living allowance.

Deer Creek Lake Interns (two) will each be reimbursed \$100 per week living allowance.

Delaware Lake Intern will be reimbursed \$100 per week living allowance.

Dillion Lake Intern will be reimbursed \$100 per week living allowance.

Paint Creek Lake Intern will be reimbursed \$100 per week living allowance.

Burnsville Lake Intern will be reimbursed \$100 per week for living allowance.

Sutton Lake Interns (two) will be reimbursed \$100 per week for living allowance.

Summersville Lake Intern will be reimbursed \$100 per week for living allowance.

Bluestone Lake Intern will be reimbursed \$100 per week for living allowance.

R.D. Bailey Lake Intern will be reimbursed \$200 per week for living allowance.

District Office Interns will be reimbursed \$200 per week for living allowance.

3.7 Recruitment:

Alum Creek Lake Intern will be recruited locally.

Deer Creek Lake Interns (two) will be recruited locally.

Dillion Lake Intern will be recruited locally.

Delaware Lake will be recruited locally.

Paint Creek Lake will use SCA recruitment.

Burnsville Lake Intern will be recruited locally.

Sutton Lake Interns (two) will be recruited locally.

Summersville Lake Intern will be recruited locally.

Bluestone Lake Intern will be recruited locally.

R.D. Bailey Lake Intern will be recruited locally.

District Office Interns will use both SCA and local recruitment.

3.8 Uniforms

SCA will provide appropriate items for each student at all the lake project locations.

3.9 Funding

This work order is not to exceed \$141,900.00

4.0 QUALIFICATIONS:

4.1 Minimum Qualifications:

(Lake Project Interns)

- a. Must be 18 years of age.
- b. Must possess and maintain a valid state driver's license.
- c. Must have a High School Diploma or equivalent.
- d. Must have the ability to effectively speak, read, and write in English.
- e. Must have the ability to work outdoors and lift up to 40 pounds.
- f. Must wear SCA provided attire while on duty.

(District Office Interns)

- a. Must be 18 years of age.
- b. Must have a High School Diploma or equivalent.
- c. Must have ability to effectively communicate verbally and in writing.
- d. Must have a knowledge of ArcGIS since the selected applicant(s) will be working with geodatabases, raster images, overlays, shape files, etc. The applicant should have the necessary skills to acquire, analyze and compile geospatial data for use in standard map products; and the ability to design informative and accessible maps for publication within documents.

4.2 Desired Experience for District Office Intern(s) (Not Mandatory)

- a. An educational background in Geography, Natural Science (i.e., biology, ecology, geology, forestry), or other related fields.

5.0 GOVERNMENT FURNISHED MATERIALS OR PROPERTY

5.1 Physical Data:

During the period of performance, all Government furnished office space, telephone, drafting, printing, photocopying and photography equipment will be supplied by each installation and will remain the property of the Government. Army transportation, including fuel, will be provided in performing management activities and field work on the installation, at no cost.

Government furnished materials or property is governed by 2 C.F.R. Part 200.312 which states that a) Title to federally owned property remains vested in the Federal Government. The non-federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-federal entity must return the property to the Federal awarding agency for further Federal agency utilization.

5.2 Facility: Work space may be provided by the Government at each location as requested.

5.3 Equipment:

Government will provide vehicles for on-site transportation providing student has completed defensive driving training that will be provided by the Government. The vehicle will be checked out at the start of the work day and will be returned to the Government facility at the end of the work day, in accordance with the facility's procedures.

Government will furnish all necessary tools, equipment and safety equipment for this work statement.

Government if available can allow the use of government property for this work order.

Government furnished materials or property is governed by 2 C.F.R. Part 200.312 which states that a) Title to federally-owned property remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must return the property to the Federal awarding agency for further Federal agency utilization.

6.0 PERIOD OF PERFORMANCE

6.1 Twelve Interns at the various Lake Projects will work 16 weeks or less.

6.2 Two Interns at the Huntington District Office will work up to 6 months/26 weeks.

7.0 COORDINATION

Huntington District POC – Until April 29, 2017 (Retirement)

John (Jack) Nichol

USACE Huntington District, CELRH-OR-TR

502 Eighth Street

Huntington, WV 25701

Tel: 304-399-6989

Huntington District POC – After April 29, 2017

Kevin R. Brown

USACE Huntington District, CELRH-OR-TR

502 Eighth Street

Huntington, WV 25701

Tel: 304-399-5292

Lake Project POC's:

Bonnie Maki

USACE Huntington District, Deer Creek Lake

21897 Deer Creek Road

Mt. Sterling, OH 43143

Tel: 740-869-2243 Email: Bonnie.J.Maki@usace.army.mil

Sylvia Chelf or William Spring

USACE Huntington District, Alum Creek Lake

5905 Lewis Center Road

Lewis Center, OH 43035

Tel: 740-548-6151 Emails: Sylvia.J.Chelf@usace.army.mil William.J.Spring@usace.army.mil

Ben O'Dell or Greg Feustel

USACE Huntington District, Delaware Lake

3920 U.S. Route 23 North

Delaware, OH 43015

Tel: 740-363-4011 Emails: Benjamin.H.Odell@usace.army.milGregory.T.Feustel@usace.army.mil

Will Rutter or Robert Cifranic

USACE Huntington District, Dillon Lake

4969 Dillon Dam Road

Zanesville, OH 43701

Tel: 740-454-2225 Email: Will.T.Rutter@usace.army.mil Robert.W.Cifranic@usace.army.mil

Todd Milnes or Ashley Kiley

USACE Huntington District, Paint Creek Lake

504 Reservoir Road

Bainbridge, OH 45612

Tel: 937-365-1470 Email: Todd.J.Milnes@usace.army.mil Ashley.L.Kiley@usace.army.mil

Richard Pingley or Ryan Davis

USACE Huntington District, Burnsville Lake

2550 South Main Street

Burnsville, WV 26335

Tel: 304-853-2371 Emails: Richard.K.Pingley@usace.army.milRyan.S.Davis@usace.army.mil

Keith Anne Nuckles or Tanner Peacock-Clark

USACE Huntington District, Sutton Lake

P.O. Box 426

Sutton, WV 26601

Tel: 304-765-2816 Emails: Keith.A.Nuckles@usace.army.milTanner.Peacock-Clark@usace.army.mil

Toby Wood or Brandy Acord
USACE Huntington District, Summersville Lake
2981 Summersville Lake Road
Summersville, WV 26651
Tel: 304-872-3412 Emails: Toby.J.Wood@usace.amry.mil Brandy.L.Acord@usace.army.mil

Kathleen Smith or Brian Morgan
USACE Huntington District, R.D. Bailey Lake
P.O. Drawer 70
Justice, WV 24851
Tel: 304-664-3220 Emails: Kathleen.M.Smith@usace.army.mil
Brain.C.Morgan@usace.army.mil

Travis Daughtery or Dean Bonifacio
USACE Huntington District, Bluestone Lake
701 Miller Avenue
Hinton, WV 25951
Tel: 304-466-1234 Emails: Travis.R.Daughter@usace.army.mil
Lloyd.D.Bonifacio@usace.army.mil

POC for District Office Student Interns:

Dan Bock
USACE Huntington District Office, CELRH-OR-TR
502 Eighth Street
Huntington, WV 25701
Tel: 304-399-5732 Email: Daniel.P.Bock@usace.army.mil

Add SWF Contacts...

8.0 DELIVERABLES

8.1 Progress Reports – One (1) typed letter report describing progress on the project. The report is due at the halfway point of the student's period of performance and may be transmitted via electronic mail, facsimile, or regular mail no later than the 10th calendar day following the end of the reporting period. Invoices for partial payment shall be submitted to coincide with receipt of the monthly progress reports. No partial payment will be approved unless the government has received all progress reports which are due.

8.2 Annual Inventory – Federally owned property – an annual inventory listing Federal property (to include description of the property, a serial number or other identification number) that is the custody of the recipient; Copies to be sent to USACE – SWF and the project(s).

8.3 SCA is required to submit a “Federal Financial Report” (SF-425) on an annual basis. Reports are due no later than 90 calendar days following the end of each reporting period. A final SF-425 shall be submitted within 90 calendar days after the expiration date of the award.

8.4 Annual Report (not applicable since this work order project is less than one year).

8.5 Final Project Report. One (1) paper copy of a final report should be submitted no later than one month before the end of each year. At a minimum, the report must contain an introduction section, and one section for each Task identified in the description of objectives. Additionally, one (1) copy of the final report should be submitted in an MS Word file(s), on digital media.

8.6 Reporting Requirements. The following forms shall be utilized to meet reporting requirements:

- SF-428 Tangible Personal Property Report
- SF-428 A – Annual Report (not applicable, see above)
- SF-428 B – Final Report
- SF-428 C – Disposition Request
- RPSR – Real Property Status Report
- RPSR Attachment A – General Reporting
- RPSR Attachment B – Request to Acquire, Improve or Finish
- RPSR Attachment C – Disposition Request

9.0 Any resulting cooperative agreement is subject to and recipient/cooperator shall comply with 2 CFR 200.313 “Equipment”, 200.314 “Supplies”, and 200.315 “Intangible Property” which includes use of research data.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-MAY-2017 TO 15-NOV-2017	N/A	OPERATIONS DIVISION JENNIFER LINDE USAED CESWF-OD 819 TAYLOR ST, RM 4J14 FORT WORTH TX 76102-0300 817 886 1578 FOB: Destination	W9126G
0002	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0003	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0004	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0005	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0006	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0007	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0008	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0009	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0010	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0011	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0012	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0013	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G

0014	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0015	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0016	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G
0017	POP 15-MAY-2017 TO 15-NOV-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9126G

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 2BDDJ4
AMOUNT: \$5,050.00
CIN W45XMA706868000001: \$5,050.00

AB: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 22462K
AMOUNT: \$5,050.00
CIN W45XMA706868000002: \$5,050.00

AD: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 2H7F0C
AMOUNT: \$7,650.00
CIN W45XMA706868000004: \$7,650.00

AE: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 2H130D
AMOUNT: \$5,050.00
CIN W45XMA706868000005: \$5,050.00

AF: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 2H4C9H
AMOUNT: \$5,050.00
CIN W45XMA706868000006: \$5,050.00

AG: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 21L27F
AMOUNT: \$5,050.00
CIN W45XMA706868000007: \$5,050.00

AH: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 20C929
AMOUNT: \$5,050.00
CIN W45XMA706868000008: \$5,050.00

AJ: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 2J4H5D
AMOUNT: \$5,850.00
CIN W45XMA706868000009: \$5,850.00

AK: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 21F4H4
AMOUNT: \$5,850.00
CIN W45XMA706868000010: \$5,850.00

AL: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 2GFL54
AMOUNT: \$9,600.00
CIN W45XMA706868000011: \$9,600.00

AM: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 24J60L
AMOUNT: \$19,200.00
CIN W45XMA706868000012: \$19,200.00

AN: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 23JH91
AMOUNT: \$9,600.00
CIN W45XMA706868000013: \$9,600.00

AP: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 23BK74
AMOUNT: \$9,600.00
CIN W45XMA706868000014: \$9,600.00

AQ: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 2D61F6
AMOUNT: \$9,600.00
CIN W45XMA706868000015: \$9,600.00

AR: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 29D0G3
AMOUNT: \$6,950.00
CIN W45XMA706868000016: \$6,950.00

AS: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 2B75B3
AMOUNT: \$29,207.09
CIN W45XMA706868000017: \$29,207.09

AT: 96 NA X 2017 3123 000 0000 CCS: 999 M2 2017 08 2455 099993 96412 2530 250D1L
AMOUNT: \$7,650.00
CIN W45XMA706868000003: \$7,650.00

Section L - Instructions, Conditions and Notices to Bidders

**Terms and Conditions
for COOPERATIVE AGREEMENT
with Colleges, Universities or Other Non-profit Organizations**

AUTHORITY

The Department of Defense (hereinafter called DoD) manages nearly 30 million acres of land, and the natural and cultural resources found there, and for this agreement includes the Office of the Secretary of Defense, the Military Services, the Defense Logistics Agency, the National Guard Bureaus, and the Military Reserve Components. DoD's primary mission is national defense. DoD's conservation program supports this mission by ensuring realistic training areas, and managing its resources in ways that maximize available land, air, and water training opportunities. DoD environmental stewardship activities are authorized under the Sikes Act, as amended. In accordance with 16 U.S.C. § 670 (c)(1), 10 U.S.C. § 2358, 10 U.S.C. § 2694, 10 U.S.C. § 2684, and Pub. L. 103-139 (FY 94 NDAA, page 107 Stat. 1422). DoD is authorized to enter into cooperative agreements with States, nonprofit organizations, academic institutions, and other partners to support research, technical assistance, and educational services consistent with the mission of the DoD and the CESU Network.

The Secretary of the Army is authorized by 10 U.S.C. § 2358 and 2371 to perform research and development using grants, cooperative agreements, and transactions (other than contracts, cooperative agreements, and grants) ("other transactions"). By Delegation of Authority dated October 10, 2008, the Secretary of the Army delegated this authority to the Assistant Secretary of the Army (Acquisition, Logistics and Technology). By Delegation of Authority dated November 13, 2013, Assistant Secretary of the Army (Acquisition, Logistics and Technology), re-delegates this authority to the USACE PARC, subject to the conditions and limitations set forth below:

- (i) the authority to perform research and development using grants and cooperative agreements under Title 10 U.S.C § 2358, and
- (ii) the authority to enter into transactions (other than contracts, cooperative agreements and grants), under 10 U.S.C § 2371.
- (iii) the authority to enter into cooperative agreements with nongovernmental organizations to maintain & improve natural resources on, or to benefit natural and historic research on, Department of Defense installations, under 16 U.S.C § 670c-1.

Administrative Information and Order of Precedence

This agreement will be administered using the provisions as outlined in *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* 2 CFR part 200 and the *Department of Defense Grants and Agreements Regulations* (DoDGARs) (DoD 3210.6-R) as of the effective date of this award.

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. 2 CFR part 200;
2. The DoDGARs;
3. The Award;
4. The articles contained in the agreement.

MODIFICATIONS TO THIS AGREEMENT:

Modifications to this agreement may be proposed by either party. The recipient shall submit requests to change the agreement to the Program Manager with a copy to the Grants Officer at least 30 calendar days before the desired effective date. Only the Grants Officer has the authority to act on behalf of the Government to modify this agreement.

Bilateral Modifications: Bilateral modifications may be issued by the Grants Officer for any changes to the Scope of Work, any decrease in funds or increase in funds due to a change in the Scope of Work, and any termination or cancellation of the agreement. Bilateral modifications require the signatures of an authorized representative of the Recipient and the Grants Officer.

Unilateral Modifications: The Government may implement administrative changes to this agreement as a unilateral modification. For the purposes of this agreement, administrative changes include a change in paying office, change in appropriation data, change in phone number of POC, changes in the Grants Officer, points of contact specified for the Federal Government or recipient, changes in address or phone numbers or email addresses, and corrections of obvious typographical or calculation errors. The grants officer may also make unilateral changes to exercise pre-negotiated options which do not change the cost or scope of work previously accepted. Unilateral modifications require the signature of the Grants Officer only.

PERIOD OF PERFORMANCE:

The period of performance for this agreement shall is specified in writing on the front page to each agreement and as noted in section F (Deliveries or Performance) of the agreement or unless modified in accordance with section § 200.308 of this document.

OPTIONS: If the agreement contains option (s) the following applies.

The government reserves the right to exercise pre-negotiated and accepted Option(s) unilaterally.

OFFICIALS NOT TO BENEFIT:

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

SEE- 2 CFR 200.101 (b)

Sub-awards

Unless specifically excluded, these provisions shall apply to sub-recipients performing work under awards.

SEE-2 CFR 200 Subpart D Standards for Financial Management Systems

Recipients' financial management systems shall comply with the standards identified in 2 CFR 200.300 - .305

SEE-2 CFR 200.305 Payment

Electronic Commerce (EC) and Electronic Funds Transfers (EFT) are the preferred methods to process payment requests and related actions.

Reimbursement Payments (Normal Method of Payment): The recipient may submit requests for reimbursement quarterly within 30 calendar days of the January 1, April 1, July 1, and September 30 reporting periods. Requests for reimbursement will be submitted on SF-270, "Request for Advance or Reimbursement." It shall be submitted to the Program Manager, USACE Fort Worth District. Payment will be made by EFT. Please insure an email address is provided in the "Printed Name and Title" block to insure a method of prompt communication should the need arise. Request for reimbursement should be sent via email to swf-cesu-invoice@usace.army.mil

Advanced Payments (Must be agreed to before agreement award):

Payment will be made in advance of performance based upon a spending profile that was negotiated and stated in the Award. Submissions of invoices, SF 270s, Request for Advance or Reimbursement are not required. The U.S Government may unilaterally adjust the schedule of payments - or take other actions permitted by § 200.305 if the recipient's balance of cash on hand becomes excessive as determined by U.S. Government monitoring of the Federal Financial Report (SF 425).

Advances shall be deposited and maintained in interest bearing accounts, unless the conditions of § 200.305 (8) apply. Interest earned from advances shall be remitted annually to:

Department of Health and Human Services (HHS)

Payment Management System

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment:

For ACH returns

Routing number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway – ACH Receiver St. Paul, MN

For Fedwire Returns

Routing Number: 021030004
 Account number: 75010501
 Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division
 New York, NY

SEE-2 CFR 200.307 Program Income

Recipients are required to account for program income related to projects financed in whole or in part with Federal funds. Program income earned during the project period will be retained by the recipient and shall be added to the funds committed by the sponsoring DoD component and used to further eligible program objectives.

SEE-2 CFR 200.308 Revision of Budget/Program Plans

Recipients are required to report deviations from budget and program plans and request prior approvals for budget and program plan revisions in a timely manner for the following:

For non –construction Federal awards, recipients must request prior approvals for:

- Change in the scope or the objective of the project or program, even if there is no associated budget revision requiring prior written approval. See § 200.308(c)(1)
- The need for additional Federal funding. See § 200.308(c)(8)

The Federal awarding agency is authorized t, at its option, to waive prior written approval for the following program or budget revisions. See § 200.308 (d)

- Change in key personnel specified in the application or award document. See § 200.308 (c)(2) **WAIVED**
- The absence for more than three (3) months, or a 25 percent reduction in the time devoted to the project, by the approved project director or principal investigator. See § 200.308 (c)(3) **WAIVED**
- The inclusion of costs, unless waived by the Federal Awarding agency, of costs that require prior approval in accordance with Subpart E – Cost principles Applicable to Research and Development under Awards and Contracts with Hospitals, or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable. See § 200.308 (c)(4) **WAIVED**
- The transfer of funds budgeted for participant support costs as defined in 200.75 Participant support costs to other categories of expense. See § 200.308 (c)(5) **WAIVED**
- Unless previously described in the application and funded in the approved award, the sub-award, transfer or contracting out of any work under this award. See §200.308 (c)(6) **WAIVED**
- Changes in the approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. See §200.308 (c)(7) **WAIVED**

Such Federal awarding agency Waivers may also include allowing the recipient to: See §200.308 (d)

Pre-award Costs 2 CFR 200.308 (d) (1)

The Recipient may incur costs 90 calendar days before the Federal awarding agency makes the Federal award. Expenses more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the Federal awarding agency makes the Federal award are at the recipient's risk (i.e. the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). See also § 200.458 Pre-award costs. **ALLOWED**

No Cost POP extension 2 CFR 200.308 (d) (2)

The recipient may initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined in paragraphs (d)(2)(i) through (iii) apply. For one-time extensions, the recipient must notify the Federal awarding agency in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award. This one-time extension may not be exercised merely for the purpose of using cooperator unobligated balances. **ALLOWED**

Carry forward unobligated balances to subsequent periods of performance. See § 200.308 (d) (3) **ALLOWED**

The Federal awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency. The Federal awarding agency cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation. See § 200.308(e)

All other changes to non-construction budgets, except for the changes described in paragraph (c) of § 200.308, do not require prior approval.

SEE-2 CFR 200 Subpart F Non-Federal Audits

Recipients and sub-recipients that are institutions of higher education or other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR 200 Subpart F "Audit Requirements."

SEE-2 CFR 200 Subpart E Allowable Costs

Allowability of costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs. For institutions of higher education that may be recipients, sub-

recipients, or contractors the allowability is determined in accordance with the provisions 2 CFR 200 Subpart E – “Cost Principles.”

SEE-2 CFR 200.309**Period of Performance**

A non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance (except as described in § 200.461 Publication and printing costs) and any costs incurred before the Federal awarding agency or pass-through entity made the Federal award that were authorized by the Federal awarding agency of pass-through entity.

If the agreement is partially funded the following applies;

All partially funded agreements will indicate the period of performance for which funding has been allocated, or specify the level of effort supported by allocated funding. In no event is the U.S. Government obligated to reimburse the recipient for expenditures in excess of the total funds initially allotted by the U.S. Government to this agreement. The U.S. Government anticipates that from time to time additional amounts will be allotted to this agreement by unilateral or bilateral modification, until the total U.S. Government share is fully funded.

If additional funds are not made available, this agreement may be terminated pursuant to section 200.339 entitled *Termination*. The recipient is not obligated to continue performance or otherwise incur costs in excess of (i) the amount then allotted to the agreement by the U.S. Government or, (ii) if this is a cost-sharing agreement, the amount then allotted by the U.S. Government to the agreement plus the recipient's corresponding share, until the grants officer notifies the recipient in writing that the amount allotted by the U.S. Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the U.S. Government to this agreement. When and to the extent that the amount allotted by the U.S. Government to the agreement is increased, any costs the recipient incurs before the increase that are in excess of (i) the amount previously allotted by the U.S. Government or (ii) if this is a cost-sharing agreement, the amount previously allotted by the U.S. Government to the agreement plus the recipient's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the grants officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

SEE-2 CFR 200.310-317**Property Standards**

Management and disposition of equipment, property, supplies and other expendable property purchased by the recipient to comply with the terms of this agreement shall be in accordance with the uniform standards set forth in 2 CFR part 200.310-317. The recipient may use its own property management standards and procedures provided it observes the provisions set forth in 2 CFR 200.310 through § 200.317. Supplies shall be managed in accordance with 2 CFR 200.314.

Title to Federally-owned property remains vested in the Federal Government (see § 200.312(a)). Recipients shall submit annually an inventory listing of federally-owned property in their custody to the Program Manager. Upon completion of the award or when the property is no

longer needed, the recipient shall report the property to the Program Manager for further Federal agency reutilization.

Title to property acquired with Federal funds in support of the program or project herein vests with the recipient without further obligation to the Federal Government in accordance with § 200.312 (c).

All rights and title to data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the recipient.

The recipient hereby grants to the U.S. Government a royalty-free, worldwide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display, or disclose any data for Government purposes.

The recipient is responsible for affixing the appropriate markings indicating the rights of the Government on all data delivered under this agreement. The Government will have unlimited rights in all data delivered without markup.

The recipient shall include this section, suitably modified to identify the parties, in all lower tier contracts and awards, regardless of tier, for experimental, developmental, or research work.

SEE-2 CFR 200.313 Equipment

Title to equipment acquired by the recipient using Federal funds with a current market value of more than \$5,000 shall vest with the recipient subject to conditions of 2 CFR 200.313.

SEE-2 CFR 200.314 Supplies

Title to supplies (including computing devices) will vest in the non-Federal entity upon acquisition subject to conditions in 2 CFR 200.314.

SEE-2 CFR 200.315 Intangible Property

Title to intangible property acquired und a Federal award vests upon acquisition in the non-Federal entity subject to conditions in 2 CFR 200.315. DoD reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

SEE-2 CFR 200.317-326 Procurement Standards

The recipient's procurement system shall comply with the standards identified in part § 200.317 through 326 for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property, and other services with Federal Funds. The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

SEE-2 CFR 200.328-332**Monitoring and Reporting Program Performance**

Recipients shall monitor the program and submit performance reports in accordance with 2 CFR 200.328. Reports may be submitted in computer or electronic forms.

The required performance reports identified in the Cooperative Agreement statement of work or statement of objectives prescribes the frequency with which performance reports shall be submitted. Unless stated otherwise performance in the award reports shall be due quarterly. The type of information to be contained in the performance report is identified in 2 CFR 200.328. In addition, the report should include the percentage of work completed, and the expected completion of future work. Each comment should be associated with a line item on the agreement.

FINAL PERFORMANCE REPORTS are due 90 calendar days after the expiration date or termination of the award.

SEE-2 CFR 200. 327**Financial Reporting**

The recipient shall use SF-270 to report the status of funds for all projects or programs. The form shall be submitted not later than 30 calendar days after the end of the specified reporting period (quarterly unless specified for a longer period in the award), and 90 days for annual and final reports.

GRANT/COOPERATIVE AGREEMENT COMPLETION: A FINAL SF-425 is required at the completion of the project. Also required is the DD Form 882, Report of Inventions and Subcontracts.

All forms should be submitted to the program manager at the following email address: SWF-CESU-INVOICE@usace.army.mil

SEE-2 CFR 200.333-335**Retention and Access Requirements for Records**

Recipient's financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained and access to them permitted in accordance with 2 CFR 200.333 through § 200.337. Copies in either electronic or computer format may be substituted for original records.

SEE-2 CFR 200.339**Termination and Enforcement**

This agreement may be terminated in whole or in part by either party pursuant to 2 CFR 200.339 (a-b). In addition to the remedies identified in 200.339, the Government may use any of the remedies identified in § 200.338 when determined appropriate.

Should the recipient be unable to complete the project, all unexpended monies in addition to any expended amounts determined unallowable in accordance with 2 CFR Part 220 and shall be returned to the U.S. Army Corps of Engineers (USACE).

SEE-2 CFR 200.341 **Disputes, Claims and Appeals**

Recipient claims, disputes and appeals of Grants Officers' decisions shall be processed in accordance with the procedures in 2 CFR 200.341-342.

SEE-2 CFR 200.343-345 **Post-award Requirements**

Closeout, adjustment and collection of amounts due shall be accomplished in accordance with 2 CFR 200.343-345 and Subpart F. The agreement cannot be closed until the recipient delivers to the Government all disclosures of subject inventions, a final report pursuant to 2 CFR 200.328, and a final financial report pursuant to 2 CFR 200.327. The Grants Officer may make a settlement for any downward adjustments to the Federal share of costs after closeout reports are received.

SEE-2 CFR 200.345 **Collection of Amounts Due**

The USACE SWF District will follow the procedures set forth in 2 CFR 200.345 for the collection of any debt owed to the Federal Government.

SEE-37 CFR part 401 **Rights to Inventions Made Under a Contract, Grant or Cooperative Agreement**

Contracts, grants, or cooperative agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." Any intent to seek patents for any inventions resulting from research conducted using a Department of Defense grant or cooperative agreement must be disclosed on the DD form 882, Report of Inventions and Subcontracts, as described in section 2 CFR 200.315 of this document.

Live Animals (if applicable)

Rules on animal acquisition, transport, care, handling, and use are found in 9 CFR parts 1-4, Department of Agriculture rules implementing the Laboratory Animal Welfare Act of 1966 (7 U.S.C. 2131-2156), and guidelines in the National Academy of Science (NAS) "Guide for the Care and Use of Laboratory Animals" (1966), including the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals in Appendix D to the guide.

SEE - Section 743 of the Financial Services and General Government Appropriations Act, 2015 (Division E of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235)

Prohibition on Using Funds under Grants and Cooperative Agreements with Entities that Require Certain Internal Confidentiality Agreements.

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.