

SPECIAL TERMS AND CONDITIONS

SECTION A –ADMINISTRATIVE DATA AND REPORTING REQUIREMENTS

A.1 Payment

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

- a) The Recipient agrees that it has established or will establish an account with ASAP. USGS will initiate enrollment in ASAP. If the Recipient does not currently have an ASAP account, they must designate an individual (name, title, address, phone and e-mail) who will serve as the Point of Contact (POC).
- b) With the award of each grant/cooperative agreement, a sub-account will be set up from which the Recipient can draw down funds. After Recipients complete enrollment in ASAP and link their banking information to the USGS ALC (14080001), it may take up to 10 days for sub-accounts to be activated and for funds to be authorized for drawdown in ASAP.
- c) Inquiries regarding payment should be directed to ASAP at 855-868-0151.
- d) Payments may be drawn in advance only as needed to meet immediate cash disbursement needs.

A.2 Carryover Funds

Multiple year awards may carry over unobligated funds to be expended in the following budget period. This is to allow a project that was unable to be completed by the end of the funded budget period to be completed. See Section A.10(b)(6). **Please note** that funds are only available through the ASAP system 90 days after each budget period ending date for that budget period. **No funds shall be carried over beyond the final year of an award. Prior year funds cannot be reallocated to new projects. Funds may only be reallocated with prior written approval of the Contracting Officer and only during the federal fiscal year during which they were obligated. Requests must be submitted 30 days prior to the budget period end date.**

A.3 Assistance Administration

This award will be administered by:

U.S. Geological Survey
Office of Acquisition and Grants
12201 Sunrise Valley Drive, MS 205
Reston, VA 20192
Attn: Sara Roser
Telephone: 703-648-7357
Email: srosler@usgs.gov

A.4 Reporting Requirements

(a) The recipient shall prepare an Annual Program Report summarizing its activities during the reporting period under its base grant, national competitive grant program awards for which it is the lead institute, internships, and coordination awards funded either by the USGS or by pass-through funds from another Federal agency. **The reporting period for the annual program is September 1 through August 31.**

(b) **The Annual Program Report is to be submitted to the Program Manager with a cc to gs-w.wrri.web.team@usgs.gov) within 90 days of the reporting period end date, regardless of any extension.** The final report for coordination awards should be submitted within 120 days after the completion date of the individual award.

(c) **The Annual Program Report** for each Institute shall consist of the following components:

(1) **RESEARCH**: A synopsis of each ongoing research project and of each research project completed during the reporting period. This includes projects funded under the base grant and the National Competitive Grant Program, as well as projects supported by supplemental grants funded by the USGS and other Federal agencies. Include only those National Competitive Grant Program projects for which you are the lead institute.

(2) **PUBLICATIONS**: A list of all reports published during the reporting period as a result of projects supported with section 104 and required matching funds, including base grants and National Competitive Grant awards for which you are the lead institute, and as a result of supplemental awards.

(3) **INFORMATION TRANSFER PROGRAM**: A brief description of information transfer activities supported with section 104 and required matching funds during the reporting period.

(4) **STUDENT SUPPORT**: A summary of the number of students supported with section 104 and required matching funds, including the base grant and National Competitive Grant Program awards for which you are the lead institute. Report, also, the

number of students supported under the NIWR-USGS Student Internship Program and other supplemental awards during the reporting period.

(5) **STUDENT INTERNSHIP PROGRAM**: A Student Evaluation of Internship at the U.S. Geological Survey for each student who completed an internship during the reporting period.

(6) **NOTABLE ACHIEVEMENTS AND AWARDS**: Provide a brief description of any especially notable achievements and awards resulting from work supported with section 104 and required matching funds and by supplemental grants during the reporting period.

(d) Supplemental awards may require progress reports; this requirement will be stated within the award document.

A.5 Annual Financial Reports

- a) The Recipient must submit an annual SF 425, Federal Financial Report, for each individual USGS award. The SF 425 is available at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. The SF 425 will be due within 90 days following the end of the budget period. If the award is amended to extend a budget period, the annual financial report is still due 90 days following the end of the original budget period.
- b) The SF 425 must be submitted electronically through GrantSolutions (<https://www.home.grantsolutions.gov/home>) or by e-mail to SF425@usgs.gov with a cc to the USGS Grants Specialist (sroser@usgs.gov). Recipient must include the USGS award number in the subject line of all e-mail correspondence. If, after 90 days, the Recipient has not submitted a report, the Recipient's account in ASAP will be placed in a manual review status until the report is submitted.

A.6 Final Financial Report

- a) The Recipient will liquidate all obligations incurred under the award and submit a final SF 425, Federal Financial Report in accordance with C.3.b. no later than 120 calendar days after the Agreement completion date.
- b) Recipient will promptly return any unexpended federal cash advances or will complete a final draw from ASAP to obtain any remaining amounts due. Once 120 days has passed since the Agreement completion date, USGS shall unilaterally deobligate federal funds as reflected in the Final SF 425.
- c) Subsequent revision to the final SF 425 will be considered only as follows:
 - i. When the revision results in a balance due to the Government, the Recipient must submit a revised final SF 425, Federal Financial Report, and refund the excess payment whenever the overcharge is discovered, no matter how long the lapse of time since the original due date of the report.

- ii. When the revision represents additional reimbursable costs claimed by the Recipient, a revised final SF 425 may be submitted to the USGS Grants Management Official with an explanation. If approved, the USGS will either request and pay a final invoice or reestablish the ASAP subaccount to permit the Recipient to make a revised final draw. Any revised final report representing additional reimbursable amounts must be submitted no later than 1 year from the due date of the original report, i.e., 16 months following the Agreement completion date. USGS will not accept any revised SF 425 covering additional expenditures after that date and will return any late request for additional payment to the Recipient.

A.7 Institute Director

The Institute Director, who is designated by the Recipient, is responsible for the technical direction of the research.

A.8 Project Officer

(a) The Project Officer will work closely with the Institute Director to ensure that all technical requirements are being met. The Project Officer's responsibilities include, but are not limited to, providing technical advice on the accomplishment of the Recipient's objectives; reviewing the technical content of the report and the other information delivered to the USGS; determining the adequacy of the program reports; and conducting site visits in coordination with the Contracting Officer as necessary.

(b) The Project Officer does not have the authority to issue any technical direction which constitutes an assignment of additional work outside the scope of the award; in any manner causes a change in the total costs or the time required for performance of the award; or changes any of the terms, conditions, or general provisions of the award.

A.9 Contracting Officer

The Contracting Officer is authorized to enter into and/or terminate awards. The Contracting Officer is the sole authority designated to modify the funds and stated terms and conditions of the award. The Contracting Officer, in coordination with the Project Officer, will ensure the effective utilization of Federal funds.

A.10 Adherence to Original Research Objectives and Budget Estimates/Periods

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

(b) The following changes require advance written approval by the Contracting Officer (CO). The request must be submitted to the CO at least 30 calendar days prior to the

requested effective date of the change:

- (1) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal;
- (2) Transfer of funds between direct cost categories when the cumulative amount of transfers during the project period exceeds 10 percent of the total award;
- (3) Foreign travel;
- (4) Acquisition of non-expendable personal property having a useful life of more than one year and having an acquisition cost \$5,000 or more; and
- (5) Change in the project period for internships, competitive awards, supplemental awards funded by the USGS and other Federal agencies. The Recipient shall submit a revised budget indicating the planned use of all unexpended funds during the extension period. This request must be submitted no later than 30 days prior to the expiration date of the budget and or award period.
- (6) Recipients are specifically advised that requests for extension or other change to the budget period or project period require prior written approval. Such requests must be submitted in writing to the CO and be accompanied by a statement supporting the extension and a revised budget indicating the planned use of all unexpended funds during the proposed extension period. This request must be submitted no later than 30 days prior to the expiration date of the budget or award period.

(c) The Recipient shall submit a revised financial estimate and plan for (2) through (6) above.

(d) The CO will notify the Recipient in writing within 30 calendar days after receipt of the request or revision or adjustment whether or not the request has been approved.

A.11 Publications

(a) Acknowledgment of Support

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

1. is made in any publication (including World Wide Web pages) of any material based on or developed under this Agreement, in the following terms:

This material is based upon work supported by the U.S. Geological Survey under Grant/Cooperative Agreement No. (*insert agreement number*).

2. is orally acknowledged during all news media interviews, including popular media such as radio, television and news magazines.

(b) Disclaimer

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

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

(c) USGS Logo

Use of the USGS logo (also known as "visual identity" or "identifier") constitutes the recipient's agreement to and acceptance of the following terms:

- The USGS identifier is trademarked and not in the public domain.
- Use of the trademarked USGS identifier is authorized by USGS for use only by recipients of USGS funding.
- Use is authorized on information products that result from research funded by the financial assistance award.
- Use the USGS identifier for any other purpose without written permission from USGS is prohibited; doing so constitutes trademark infringement.
- Recipient will adhere to the design requirements, which are as follows:
 - The USGS identifier must appear in black, white, or green only.
 - The USGS identifier cannot be modified in any way except for proportional sizing.
 - The USGS identifier should appear at the same size as logos of other agencies, if any.
 - If used on a digital product, the USGS identifier should link to www.usgs.gov

(d) Publication

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

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

(e) Copies for USGS

Recipient is responsible for assuring that the USGS Project Office is provided a digital version, preferably as a MS Word DOCx file, of every accepted manuscript upon acceptance for publication by the journal.

(f) Department of the Interior Requirements

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

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

A.12 Involvement Statement

There will be no substantial involvement by the USGS in performance of this grant.

A.13 Pre-Agreement Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

A.14 Modification

This award may be modified in writing by mutual consent of the Recipient representative and the Contracting Officer.

SECTION B - GENERAL PROVISIONS

B.1 Department of the Interior Standard Terms and Conditions

The Recipient shall be subject to the Department of the Interior Standard Terms and Conditions which are incorporated herein by reference and available on the Internet at:

<https://www.doi.gov/grants/doi-standard-terms-and-conditions>

B.2 Additional Terms and Conditions

(a) Research Integrity

- (1) USGS requires that all grant or cooperative agreement Recipient organizations adhere to the Federal Policy on Research Misconduct, Office of Science and Technology Policy, December 6, 2000, 65 Federal Register (FR) 76260. The Federal Policy on Research Misconduct outlines requirements for addressing allegations of research misconduct, including the investigation, adjudication, and appeal of allegations of research misconduct and the implementation of appropriate administrative actions.
- (2) The Recipient must promptly notify the USGS Project Office when research misconduct that warrants an investigation pursuant to the Federal Policy on Research Misconduct is alleged.

(b) Data Availability

- 1) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- 2) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- 3) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:
 - a. The scientific data relied upon;
 - b. The analysis relied upon; and
 - c. The methodology, including models, use to gather and analyze the data.

(c) Conflict of Interest

- 1) Applicability.
 - a. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
 - b. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
- 2) Requirements.
 - a. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 - b. In addition to any other probations that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

- c. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3) Notification.

- a. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
- b. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the USGS Grants Management Official in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

- 4) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

- 5) Review Procedures. The USGS Grants Management Official will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop and appropriate means for resolving it.

- 6) Enforcement. Failure to resolve conflicts of interest in a matter that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

(d) Program Income

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

(e) Government Furnished Equipment or Equipment Authorized for Purchase

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

(f) Geospatial Data Requirements

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751- 759C, codified at 43 U.S.C. §§ 2801– 2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data are not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov. Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

2 CFR 1402.315 Availability of Data

(a) All data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, valuation products or other scientific assessments in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual, resulting from a financial assistance agreement is available for use by the Department of the Interior, including being available in a manner that is sufficient for independent verification.

(b) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data, methodology, factual inputs, models, analyses, technical information, reports, conclusions, or other scientific assessments, for Federal purposes, including to allow for meaningful third-party evaluation.

– END OF SPECIAL TERMS AND CONDITIONS –