

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 requires a budget period extension. See Section A.10(b)(6) of these Terms and Conditions. This is to allow a project that was unable to be completed by the end of the funded budget period to be completed. **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: sroser@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 (cgschmidt@usgs.gov) 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 (104b) and the national competitive grant program (104g), as well as projects supported by coordination 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, journal articles, data sets, and other products published during the reporting period as a result of projects supported with WRA and required matching funds, including base grants and national competitive grants for which you are the lead institute, as well as coordination awards. This should include both those for current projects and those for award periods that may have ended before all products were completed. The USGS WRA program should be acknowledged on all reports, journal articles, and other products, including those published after the award period has ended.
- (3) **INFORMATION TRANSFER**: A brief description of information transfer activities supported with WRA and required matching funds during the reporting period. These may include education and outreach, conferences, educational venues, social media, or

other activities.

(4) **STUDENT SUPPORT**: A summary of the number of students supported with WRA and required matching funds, including the base grant (104b) and national competitive grant program (104g) awards for which you are the lead institute, as well as coordination awards.

(5) **INTERACTION WITH USGS**: A summary of the projects that include direct collaboration with USGS staff.

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

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 \$10,000 or more;
- (5) Change in the project period for internships, competitive awards, or coordination 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; and
- (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 General Terms and Conditions

The Recipient shall be subject to the Department of the Interior General 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.

- (3) Scientific integrity is vital to Departmental activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage the Department's reputation and ability to uphold the public's trust. All work performed must comply with the Department Scientific Integrity Policy posted to <http://www.doi.gov>, or its equivalent as provided by their organization or State law.

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) Patent Rights (37 CFR § 401.14)

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

a. *Definitions*

1. INVENTION means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the USC, to any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 et seq.).

2. SUBJECT INVENTION means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d)) must also occur during the period of performance.

3. PRACTICAL APPLICATION means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are to the extent permitted by law or Government regulations available to the public on reasonable terms.

4. MADE when used in relation to any invention means the conception or first actual reduction to practice of such invention.

5. SMALL BUSINESS FIRM means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small

business concerns involved in government procurement and subcontracting at 13 CFR 121.3–8 and 13 CFR 121.3–12, respectively, will be used.

6. NON-PROFIT ORGANIZATION means a domestic university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. § 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. § 501(a)) or any domestic non-profit scientific or educational organization qualified under a State non-profit organization statute.

b. Allocation of Principal Rights

1. The recipient may retain the entire right, title, and interest throughout the world to each subject invention solely made by recipient subject to the provisions of this Patent Rights clause, including (2) below, 35 U.S.C. §§ 202, 203 and 37 CFR § 401.14. Inventions made under this agreement jointly by USGS and recipient will be jointly owned by both parties. However, where a USGS employee is a coinventor, the USGS may, for the purpose of consolidating rights in the invention and if it finds that it would expedite the development of the invention:

- (a) license or assign whatever rights it may acquire in the subject invention to the nonprofit organization, small business firm, or non-federal inventor in accordance with the provisions of this chapter; or
- (b) acquire any rights in the subject invention from the nonprofit organization, small business firm, or non-federal inventor, but only to the extent the party from whom the rights are acquired voluntarily enters into the transaction and no other transaction under this chapter is conditioned on such acquisition.

With respect to any subject invention in which the recipient retains title, the federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world. If the agreement indicates it is subject to an identified international agreement or treaty, the U.S. Geological Survey (USGS) also has the right to direct the recipient to convey to any foreign participant such patent rights to subject inventions as are required to comply with that agreement or treaty.

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

terms set forth in the CRADA for inventions made by the Government.

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

1. The recipient will disclose each subject invention to USGS within two months after the inventor discloses it in writing to recipient personnel responsible for the administration of patent matters. The disclosure to USGS shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding of the nature, purpose, operation, and, to the extent known, the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention, whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication, at the time of disclosure. In addition, after disclosure to USGS, the recipient will promptly notify USGS of the acceptance of any manuscript describing the invention for publication, or of any on sale or public use planned by the recipient.

2. The recipient will elect in writing whether or not to retain title to any such invention by notifying USGS within two years of disclosure to USGS. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the U.S., the period for election of title may be shortened by USGS to a date that is no more than 60 days prior to the end of the statutory period.

3. The recipient will file its initial patent application on an invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the U.S. after a publication, on sale, or public use. The recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application, or six months from the date when permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications when such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure to USGS, election, and filing under subparagraphs 1., 2., and 3. may, at the discretion of USGS, be granted.

d. Conditions When the Government May Obtain Title

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

1. if the recipient fails to disclose or elect the subject invention within the times specified in paragraph c. above, or elects not to retain title, provided that USGS may only request title within 60 days after learning of the failure of the recipient to disclose or elect within the specified times;

2. in those countries in which the recipient fails to file patent applications within the times specified in paragraph c. above, but prior to its receipt of the written request of USGS, the

recipient shall continue to retain title in that country; or in any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.

e. Minimum Rights to Recipient

1. The recipient will retain a non-exclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the recipient fails to disclose the subject invention within the times specified in paragraph c. above.

The recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the agreement was made. The license is transferable only with the approval of USGS except when transferred to the successor of that part of the recipient's business to which the invention pertains.

2. The recipient's domestic license may be revoked or modified by USGS to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404. This license will not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at discretion of USGS to the extent the recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, USGS will furnish the recipient a written notice of its intention to revoke or modify the license, and the recipient will be allowed thirty days (or such other time as may be authorized by USGS for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. Recipient Action to Protect Government's Interest

1. The recipient agrees to execute or to have executed and promptly deliver to USGS all instruments necessary to: (i) establish or confirm the rights the Government has throughout the world in those subject inventions for which the recipient retains title; and (ii) convey title to USGS when requested under paragraph d. above, and to enable the Government to obtain patent protection throughout the world in that subject invention.

2. The recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the

recipient each subject invention made under this agreement in order that the recipient can comply with the disclosure provisions of paragraph c. above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information requested by paragraph c.1 above. The recipient shall instruct such employees through the employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3. The recipient will notify USGS of any decision not to continue prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition

proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

4. The recipient agrees to include, within the specification of any U.S. patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the agreement) awarded by the U.S. Geological Survey. The Government has certain rights in this invention."

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

g. Subcontracts

1. The recipient will include this Patent Rights clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the recipient in this Patent Rights clause, and the recipient will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractors' subject inventions.

2. In the case of subcontracts, at any tier, when the prime award by USGS was a contract (but not a cooperative agreement), USGS, subcontractor, and contractor agree that the mutual obligations of the parties created by this Patent Rights clause constitute a contract between the subcontractor and the Foundation with respect to those matters covered by this Patent Rights clause.

h. Reporting on Utilization of Subject Inventions

The recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the recipient and such other data and information as USGS may reasonably specify. The recipient also agrees to provide additional reports in connection

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

i. Preference for United States Industry

Notwithstanding any other provision of this Patent Rights clause, the recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the U.S. unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the U.S. However, in individual cases, the requirement for such an agreement may be waived by USGS upon a showing by the recipient or its assignee that reasonable but unsuccessful efforts have been made to award licenses on similar terms to potential licensees that would be likely to manufacture substantially in the U.S. or that under the circumstances domestic manufacture is not commercially feasible.

j. March-in Rights

The recipient agrees that with respect to any subject invention in which it has acquired title, USGS has the right in accordance with procedures at 37 CFR § 401.6 and USGS regulations at 45 CFR § 650.13 to require the recipient, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances and if the recipient, assignee, or exclusive licensee refuses such a request, USGS has the right to grant such a license itself if USGS determines that:

1. such action is necessary because the recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
2. such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the recipient, assignee, or their licensees;
3. such action is necessary to meet requirements for public use specified by federal regulations and such requirements are not reasonably satisfied by the recipient, assignee, or licensee; or
4. such action is necessary because the agreement required by paragraph i. of this Patent Rights clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the U.S. is in breach of such agreement.

k. Special Provisions for Agreements with Non-profit Organizations

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

1. rights to a subject invention in the U.S. may not be assigned without the approval of

USGS, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the recipient;

2. the recipient will share royalties collected on a subject invention with the inventor, including federal employee co-inventors (when USGS deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;

3. the balance of any royalties or income earned by the recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific or engineering research or education; and

4. it will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give preference to a small business firm if the recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided that the recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the recipient. However, the recipient agrees that the Secretary of Commerce may review the recipient's licensing program and decisions regarding small business applicants, and the recipient will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the recipient could take reasonable steps to implement more effectively the requirements of this paragraph k.4.

i. *Communications*

All communications required by this Patent Rights clause must be submitted through iEdison or the Office of Policy and Analysis (OPA), U.S. Geological Survey, Reston, VA 20192, gs_usgs_patents@usgs.gov.

g) Geospatial Data Requirements

The Geospatial Data Act of 2018 outlines specific requirements for federal recipients when collecting or producing geospatial data using Department of the Interior financial assistance funds. Here's a summary of the key points:

- **Due Diligence Search:** Federal recipients must first check the GeoPlatform.gov list of datasets to see if the needed geospatial data, products, or services already exist.
- **Use of Existing Data:** If the required data is already available, recipients must use it rather than producing new data.
- **Production of New Data:** If the needed data is not available, recipients must produce new geospatial data, products, or services in accordance with guidance and standards established by the Federal Geospatial Data Committee (FGDC), which can be found at www.fgdc.gov.

- **Submission Requirements:** Recipients must submit a digital copy of all GIS data produced or collected under the award to the relevant bureau or office.
- **Data Format:** All GIS data files must be in an open format.
- **Metadata Requirements:** All delineated GIS data (such as points, lines, or polygons) should be compliant with approved open data standards and include complete feature-level metadata.

These requirements ensure that geospatial data is managed efficiently, used appropriately, and made accessible in a standardized format for future use and sharing, 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 –