

Cooperative Agreement

between

The United States Of America

USAF ACADEMY
8110 INDUSTRIAL DR STE 200
USAF ACADEMY, CO 80840

and

APPILI THERAPEUTICS USA INC.
5100 BUCKEYSTOWN PIKE #250
FREDERICK MD 21704
(902) 442-4655
[REDACTED]

Concerning

This Agreement shall be performed in accordance with the proposal entitled, "Pre-Clinical Development of a Live Attenuated Vaccine, ATI-1701, Against Aerosolized Tularemia " and all revisions through the final revision dated 03 May 2023 and Research Considerations dated 04 May 2023. These documents are hereby incorporated by reference.

Award Period of Performance: 05 May 2023 - 04 May 2025

Agreement No.: [REDACTED]

Total Amount of the Agreement: **\$7,332,804.00**

Government share: **\$7,332,804.00**

Recipient share: \$0.00

Authority: 10 U.S.C. 4001

Effective Date: 05 MAY 2023

Catalog of Federal Domestic Assistance number: [REDACTED]

Notice: **PAYMENT WILL BE MADE BY ELECTRONIC FUNDS TRANSFER**

For

For the United States of America

Name:

Title:

CHERYL MCGUIRE

Grants Officer

<u>ATTACHMENTS</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
ATTACHMENT 1	34	04 MAY 2023	ATTACHMENT 1 - TERMS AND CONDITIONS

**ASSISTANCE (GRANTS/COOPERATIVE AGREEMENT) AWARD
STANDARD CONWRITE AND USAFA TAILORED ARTICLES
(a.k.a. TERMS AND CONDITIONS)**

AWARD COVER PAGE

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Due to the agreement holder installing a new accounting system, the Government reserves the right to re-negotiate the agreement specifically in respect to consultant rates, subcontractor rates, and the total budget.

Award Period of Performance: 05 May 2023 – 04 May 2025

SECTION 1 – ADMINISTRATION INFORMATION

1.000 EXPLANATORY NOTES AND ORDER OF PRECEDENCE (JAN 2023)

Applicability

This award is subject to 2 CFR part 1104, "Implementation of Governmentwide Guidance for Grants and Cooperative Agreements" (Authority: 5 U.S.C. 301 and 10 U.S.C. 113; Source: 85 FR 51160, Aug. 19, 2020, unless otherwise noted). 2 CFR part 1104 provides an update to the DoD interim implementation of Office of Management and Budget (OMB) guidance in 2 CFR part 200. It supersedes the initial interim implementation of that guidance that DoD adopted in 2 CFR part 1103 on December 19, 2014. In accordance with 2 CFR 1104.105(a)(2), on an interim basis pending completion of the update of the DoDGARs to implement OMB guidance published in 2 CFR part 200, Part 34 of the DoDGARs (32 CFR part 34) governs the administrative requirements which apply to this for-profit grant or cooperative agreement award and Part 1122 of the DoDGARs (2 CFR part 1122) governs the applicable national policy requirements all of which are incorporated herein by reference. As of the date of the DoD Grants Policy Office Memorandum with subject “Class Deviation Regarding Administrative Requirements for Grants and Agreements with For-Profit Organizations”, 2022.12.07, the requirements of CFR Part 200 Subparts A through E for administrative requirements for grants and cooperative agreements awarded to for-profit organizations apply to this award. In accordance with same deviation, “32 CFR § 34.16, Audits, continue to be applicable to this award to a for-profit organization (instead of 2 CFR Part 200 Subpart F, Audit Requirements).”

Order of Precedence

- a. Federal statutes
- b. Federal regulations
- c. 2 CFR part 200, as modified and supplemented by DoD's implementation found in 2 CFR part 1104
- d. DoD Grants Policy Office Deviation Memorandum “Class Deviation Regarding Administrative Requirements for Grants and Agreements with For-Profit Organizations”, dated 2022.12.07. Memorandum authorizes a formal deviation from Part 34 of the Department of Defense (DoD) Grant and Agreement Regulations (DoDGARs), Administrative Requirements for Grants and Agreements with For-Profit Organizations. As of the date of this memorandum the DoD Components will use 2 CFR Part 200 Subparts A through E for administrative requirements for grants and cooperative agreements awarded to for-profit organizations. DoD Components will continue to use 32 CFR § 34.16, Audits, instead of 2 CFR Part 200 Subpart F, Audit Requirements, for grants and cooperative agreements awarded to for-profit organizations,

- e. Department of Defense Grant and Agreement Regulations (DoDGARS) in chapter I, subchapter C of title 32, Code of Federal Regulations, and chapter XI of title 2, Code of Federal Regulations, as implemented in 2 CFR part 1104
- f. Award-specific terms and conditions
- g. General Terms and Conditions, which include this document, and if applicable the DoD Component's Addendum to this document, and the DoD Component's Programmatic Requirements.

The parties to this award agree the terms and conditions of this award will be updated to align with the Department of Defense (DoD) Research and Development (R&D) General Terms and Conditions (Ts & Cs) when the update to those Ts & Cs is published, in accordance with the Class Deviation memorandum referenced under Order of Precedence subparagraph d above and recognizing applicability to For-Profit entities. The DoD R&D General Ts & Cs and updates are located at:
<https://www.nre.navy.mil/work-with-us/manage-your-award/manage-grant-award/grants-terms-conditions>

In case of disagreement with any requirements of this award, the recipient shall contact the grants officer in order to resolve the issue. Note, however, that performance under this award constitutes acceptance of the award including the terms and conditions. The recipient shall not assess any costs to the award or accept any payments until the issue is resolved.

1.020 ADMINISTRATIVE RESPONSIBILITIES (MAY 2021) (TAILORED)

(a) Government representatives are:

Grants/Agreements Officer:

Cheryl McGuire, Grants and/or Agreements Officer (GO/AO)

[REDACTED]

Dana Smith, Grants Specialist

[REDACTED]

Agreements Administration Office:

Myra Ruffin, Administrative Grants Officer (AGO)

[REDACTED]

Government Program Manager:

Program/Project Manager: Lt Col Odaro Huckstep

[REDACTED]

[REDACTED]

Payment Office:

[REDACTED]

Servicing Staff Judge Advocate's office (for invention reporting):

Capt. Grant Pattison

[REDACTED]

USAFA Scientific and Technologic Information Officer (STINFO) and Foreign Disclosure Officer (FDO):

USAFA/DF

Mr. Rick Rogers, Office of Research and Technology Applications

[REDACTED]

USAFA/IP

J. Jay Parsons, Enterprise Security/Foreign Disclosure Officer

[REDACTED]

(b) Recipient representatives are:

Recipient Administrator:

Arthur Baran

[REDACTED]

Recipient Program Manager:

Don Cilla, Pharm.D., M.B.A., President & CEO

[REDACTED]

1.602 DELEGATION OF POST-AWARD ADMINISTRATIVE FUNCTIONS (JANUARY 2017)

Section A. Post-Award Administration Functions. The post-award administration functions listed below for your award have been delegated to the AGO in the Award Administration Office identified in Article 1.020:

1. During performance of the grant or agreement award, the Administration Office will:
 - a. Review your (the non-Federal entity (NFE)) systems for compliance with Federal requirements (financial management, property management, and purchasing systems and determining you have drug-free workplace programs as required under 2 CFR part 1173).
 - b. Establish your indirect cost rates (as provided in Subpart E of 2 CFR 200 when DoD is the cognizant Federal agency or 28 CFR Subparts 31.2, 42.7, 231.2 and 242.7 for For-profit entities).
 - c. Collect information that is required by your award's terms and conditions. Review and accept or reject performance reports, financial reports, and property reports; review invention reports.
 - d. Review your requests for payment and verify your request complies with the award terms and conditions, including achievement of specified milestones. Obtain program official's concurrence for a payment. Based on the review, either approve provisionally the Requests for Advance or Reimbursement (SF 270) or withhold payments.
 - e. Monitor your cash balances when you receive advance payments under your award including review of quarterly data provided by you on the Standard Form 425 (SF-425), "Federal Financial Report" and the SF-270 "Request for Advance or Reimbursement." After conferring with the USAFA GO, may make appropriate adjustments payment methods and predetermined scheduled payments by modifying the agreement.
 - f. Review and approve your prior-approval requests.
 - g. Review the adequacy of your pre-procurement documentation.
 - h. If your award requires cost sharing or matching or contemplates program income, review the associated content in each interim financial report against the terms of your award.
 - i. Perform property administration to include obtaining from you an annual inventory of federally owned property.
 - j. Perform plant clearance.
 - k. Perform grant/cooperative agreement monitoring activities.
 - l. Approve requests for Registration of Scientific and Technical Information Services (DD Form 1540).
2. Upon expiration of a grant or agreement, the Administration Office will:
 - a. Work with the Awarding Grants/Agreements Office and Government Technical Representative/Program Manager in Article 1.020 to ensure you have met the administrative requirements of your award.
 - b. Work with the responsible DoD payment office and finance office in closing out your award.
 - c. Work with your office to close out your award within 12 months of receipt and acceptance of your final reports.
 - d. At least 6 months prior to the end of the period of performance of your award, contact you to establish:
 - (1) All steps needed to close out your award, including submission of financial and performance reports, liquidation of obligations, and decisions on property disposition. You, the non-Federal entity, must submit the following complete and acceptable documents, unless waived in your award:
 - i. A final financial report showing the cumulative expenditures for the entire period of performance.
 - ii. A final performance report that describes the results of your grant or cooperative agreement supported activity.
 - iii. A final payment request (if any) and, if your award is paid using the reimbursement payment method, a final request for reimbursement using the SF-270.
 - iv. A final property report and, if for other than excepted property, a request for disposition instructions.
 - v. If applicable, a final report listing subject inventions made under the award.

- vi. Any other reports required under your award.
- (2) A schedule for completing those steps.
- e. Perform a review of final incurred costs and assist the awarding GO in resolving exceptions, if any, resulting from questioned costs.
- f. Perform cost sharing adjustments, if applicable.
- g. Perform post-closeout adjustment activities and ensure that all refunds due the Government are received.
- h. Notify the GO when the final SF270 and/or SF425 indicates an unexpended balance.

1.603 ANTICIPATED SUBSTANTIAL GOVERNMENT INVOLVEMENT (JANUARY 2017)

(a) Award Type. A Cooperative Agreement was chosen as the appropriate assistance vehicle because substantial government involvement is anticipated. Anticipated Government involvement may include, but is not limited to:

- (1) Accomplishing portions of the research itself (government staff, USAFA staff and cadet participation in specific portions of the research agreed to within the award) in joint participation with you;
- (2) Reviewing and approving one stage of research prior the start of the next stage;
- (3) Directing or redirecting work because of interrelationships with other projects;
- (4) Close monitoring or operational involvement;
- (5) Immediately halting work because of your failure to meet performance specifications; and
- (6) Recommending partnerships between DoD scientists or engineers and educational institutions to ensure direct connections between the curricula and scientific experimental purposes and goals of the project or program.

SECTION 2– TERM

2.010 TERMINATION - INCORPORATED BY REFERENCE (JAN 2023)

The 2 CFR 200.340 stipulates conditions when the recipient or Government may terminate this agreement before the completion date. The recipient shall comply with termination requirements specified in 2 CFR 200 and termination costs as specified in 2 CFR 200.472. If this agreement is terminated, the Government has the rights identified in and the recipient shall comply with the article entitled Closeout, Adjustment, Continuing Responsibilities and Collection.

2.020 TERM OF THE AGREEMENT (NOV 1999)

The term of this agreement is reflected on the award/cover page. If all funds are expended prior to the end of the term (including recipient contributions, both cash and in-kind), the parties have no obligation to continue and may elect to cease performance at that point. Articles in this agreement which by their express terms or by necessary implication, apply for periods of time other than as specified in this article shall be given effect, notwithstanding this article.

2.020 ENFORCEMENT (JAN 2023)

In addition to the remedies identified in the article entitled Termination, the Government may use any of the remedies identified in 2 CFR 200.339 when determined appropriate.

2.030 TERMINATION (JAN 2023)

(a) The grants officer may terminate this agreement by written notice to the recipient upon a finding that the recipient has failed to comply with the material provisions of this agreement (2 CFR 200 Subpart D Remedies for Noncompliance).

(b) Additionally, this agreement may be terminated by either party upon written notice to the other party. Such written notice shall be preceded by consultation between the parties. If the recipient initiates the termination, written notification shall be provided to the grants officer at least 30 days prior to the requested effective date. The notification shall state the reasons for the termination, the requested effective date, and, if a partial termination, the portion to be terminated. If the grants officer determines, in the case of a partial termination, that the reduced or modified portion of the award will not accomplish the purpose for which the award was made, the grants officer may terminate the award in its entirety.

(c) The Government and the recipient will negotiate in good faith an equitable reimbursement for work performed toward accomplishment of program goals. The Government will allow full credit to the recipient for the Government share of the obligations properly incurred by the recipient prior to termination, and those non-cancelable obligations that remain after the termination. The cost principles and procedures described in the article entitled "Cost Principles" (see also 2 CFR 200.475 Termination costs) shall govern all costs claimed, agreed to, or determined under this article.

(d) If this agreement is incrementally funded, it may be terminated in the absence of additional government funding as set forth in the article entitled "Incremental Funding".

(e) In the event of a termination, the Government shall have a paid-up Government purpose license in any subject invention, copyright work, and data made or developed under this agreement.

2.040 EXTENDING THE TERM (NOV 1999)

If the parties agree, the term of this agreement may be extended if funds are available and research opportunities reasonably warrant. Any extension shall be formalized through modification of the agreement by the grants officer and the recipient.

SECTION 3 – MANAGEMENT OF THE PROGRAM

3.014 SCOPE AND MANAGEMENT OF THE PROGRAM - PROPOSAL INCORPORATED BY REFERENCE (JAN 2023)

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

(b) The recipient shall perform a coordinated research and development program carried out in accordance with their proposal entitled, "*Pre-Clinical Development of a Live Attenuated Vaccine, ATI-1701, Against Aerosolized Tularemia*" dated 03 May 2023 and updated budget approved 05 May 2023 incorporated herein by reference. The recipient shall submit all documentation required by Part 7, Technical and Financial Reporting.

(c) The recipient shall accomplish the overall management, including technical, programmatic, reporting, financial and administrative matters, of the coordinated research program established under this agreement. The Government program manager(s) may interact with the recipient to promote effective collaboration between the recipient and the Government. Changes to this agreement that would result in (1) a change in the scope or the objective of the project or program or (2) a need for additional federal funding must be approved by the grants officer, and the agreement modified in accordance with the article entitled "Modifications". In addition, the recipient shall obtain the prior approvals for situations listed in 2 CFR 200.308.

3.030 MODIFICATIONS (NOV 1999)

(a) Modifications to this agreement may be proposed by either party. Recipient recommendations for any modifications to this agreement shall be submitted in writing to the Government program manager with a copy to the grants officer. The recipient shall detail the technical, chronological, and financial impact of the proposed modification to the program. Changes are effective only after the agreement has been modified. Only the grants officer has the authority to act on behalf of the Government to modify this agreement.

(b) The grants officer, or administrative grants officer may unilaterally issue minor or administrative agreement modifications (e.g., changes in the paying office or appropriation data, changes to Government personnel identified in the agreement, etc).

3.041 PROPERTY (JAN 2023)

(a) Property Management. The recipient's property management system shall comply with the Property Standards in 2 CFR 200.310-200.316.

(b) Title to Property. Recipient may purchase real property or equipment (as defined at 2 CFR 200.1) in whole or in part with Federal funds under this agreement only with the prior approval of the grants officer (except that additional approval is not required for such items included in the proposed/negotiated budget at the time of award). Title to such real property or equipment shall vest in the recipient upon acquisition subject to the conditions that the recipient:

- (1) Use the property or equipment for the authorized purposes of the project until funding for the project ceases, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the grants officer.
- (3) Use and dispose of the property in accordance with DoDGARs 34.21, subparagraphs (d) and (e).

SECTION 4 FINANCIAL MATTERS

4.010 COST PRINCIPLES (JAN 2023)

The cost principles in 2 CFR 200 Subpart E Cost Principles effective on the date of this agreement apply.

4.020 STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS (JAN 2023)

The recipient shall establish or use existing financial systems that comply with Generally Accepted Accounting Principles (GAAP) and 2 CFR 200 Subpart E Cost Principles.

4.030 AUDIT (JAN 2023)

(a) If the recipient expends \$750,000 or more in one year under Federal awards they shall have an audit performed for that year by an independent auditor, in accordance with 32 CFR 34.16. The audit should be made a part of the regularly scheduled, annual audit of the recipient's financial statements. However, the recipient may have Federal awards separately audited, if it elects to do so unless prohibited by Federal laws or regulations.



TOTAL [REDACTED]

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS:

This is a multiple funded agreement and additional ACRN(s) will be assigned and payment instructions revised when new accounting classifications are available. Pay in the following order up to the limit specified for each ACRN:

ACRN(s)	Funds Cancel (No Longer Available for Payment)	AMOUNT
AA	30 September 2029 (FY immediately prior to yr funds canx)	[REDACTED]
TOTAL		[REDACTED]

The recipient is responsible for billing promptly under this award. The allotted funding and lines of accounting identified above have a limited period of availability, established by Congress, for making properly incurred, allowable payment(s) under this award. After the dates listed below, the funds are no longer available for making payment(s) and additional funds have not been allotted to this award for payment of otherwise allowable costs incurred during the period of performance specified under this award.

4.060 INCREMENTAL FUNDING (NOV 1999)

(a) The Government's share for full performance of this award is \$7,332,804.00 [REDACTED]. It is anticipated that these funds will support research through [REDACTED]. In no event is the Government obligated to reimburse the recipient for expenditures in excess of the total funds allotted by the Government. The Government anticipates that from time to time additional amounts will be allotted to this agreement by unilateral modification, until the total Government share is fully funded.

(b) The recipient shall notify the USAFA Grants Officer in writing whenever expenditures, including anticipated expenditures over the next 60 days, are expected to exceed 75% of the amount allotted (including the recipient's cost share, if applicable).

(c) The parties agree that if additional funds are not allotted, this agreement may be terminated. The recipient is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted by the 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 Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this agreement. When and to the extent that the amount allotted by the Government to the agreement is increased, any costs the recipient incurs before the increase that are in excess of the amount previously allotted by the 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.

4.072 PAYMENT – REIMBURSEMENT (TAILORED)

(a) The recipient shall be reimbursed by submitting Requests for Reimbursement in accordance with the Wide Area Work Flow (WAWF) instructions included in the cooperative agreement instructions for invoicing (attachment 1). Back-up documentation for the requests will include the SF425. Requests for payment shall be submitted electronically through the WAWF system and will be approved by the DCMA Administrative Grants Officer (AGO)

upon receipt and acceptance by the Government technical representative. The technical representative will notify the DCMA AGO of report acceptability.

(b) This award is subject to the electronic funds transfer (EFT) payment method. To be paid, the recipient must submit an invoice in Wide Area Work Flow in accordance with the instructions found in attachment 1 of this award.

(c) Payments will not be made unless an acceptable report was submitted for the quarter prior to the invoiced performance period(s). Final payment will not be made until after receipt of an acceptable final report by the Government program manager.

4.080 PROGRAM INCOME - RESEARCH (NOV 1999)

(a) All program income earned during the project period shall be added to funds committed to the project by the Government and the recipient and be used to further eligible program objectives.

(b) The recipient has no obligation to the Government for program income earned after the end of the project period.

(c) The recipient will have no obligation to the Government for program income earned from license fees and royalties for copyrighted material, patents patent applications, trademarks and inventions produced under the agreement.

(d) The recipient may deduct costs associated with generating program income from gross income to determine program income, provided these costs are not charged to the agreement.

4.204 OVERPAYMENT (JAN 2017)

Within ninety (90) days after the end date of the award, any overpayment of funds provided by the award shall be remitted to the USAFA GO at the Office identified in Article 1.020, by check made payable to the US Treasury, DFAS, or Department of the Air Force.

4.205 COLLECTION OF AMOUNTS DUE (DEC 2022)

Grants Officer (GO) Determinations. In the absence of mutual agreement between you and the Government, the GO/AGO shall make a determination regarding any recipient indebtedness and submit a written notice of such a decision to the recipient in accordance with 2 CFR 200.346. You and the GO/AGO shall attempt to resolve issues at the GO/AGO level.

4.206 FOOD AND BEVERAGE (JAN 2021)

Funds may not be used to pay for food or beverages (unless preapproved by the Awarding or Administrative Grant Officer).

SECTION 5 CLAIMS, DISPUTES AND APPEALS

5.010 CLAIMS, DISPUTES, AND APPEALS (JUN 2001)

(a) General. Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this article. Department of Defense (DoD) policy is to resolve issues through discussions and mutual agreement at the grants officer's level prior to submission of a claim. Where unassisted negotiations fail to resolve issues in controversy, the parties agree to consider the use of Alternative Dispute Resolution (ADR) procedures to the maximum extent practicable.

(b) Alternative Dispute Resolution. ADR should be used whenever practicable as a relatively inexpensive and expeditious procedure to resolve issues in controversy. ADR is any mutually agreed to voluntary means of settling issues in controversy without resorting to formal administrative appeals or litigation. ADR techniques shall be mutually agreed to and may be used at any appropriate time during the process.

(c) Claims Resolution Process. When a claim cannot be resolved by the parties, the parties agree to use the procedures identified in DoDGARs 22.815 as the administrative process to resolve claims, disputes and appeals. For purposes of this article the Grant Appeal Authority is Dean of the Faculty, United States Air Force Academy (USAFA).

(d) Non-exclusivity of Remedies. Nothing in this article is intended to limit a recipient's right to any remedy under the law.

SECTION 6 INTELLECTUAL PROPERTY RIGHTS

6.020 INVENTIONS (NOV 1999)

(a) The clause entitled "Patent Rights (Small Business Firms and Nonprofit Organizations (37 CFR 401.14))" is hereby incorporated by reference and the clauses in paragraph 401.14 are modified as follows: replace the word "contractor" with "recipient"; replace the words "agency," "Federal Agency" and "funding Federal Agency" with "government"; replace the word "contract" with "agreement"; delete paragraphs (g)(2), (g)(3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1). Paragraph (L), Communication, point of contact on matters relating to this clause will be the servicing Staff Judge Advocate's office.

(b) The recipient shall file Invention (Patent) Reports as of the close of each performance year and at the end of the term for this Agreement. Annual reports are due 120 days after the end of each year of performance and final reports are due 120 days after the expiration of the final performance period. The recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an inventions report. Negative reports are also required. The recipient shall submit the original and one copy to the servicing Staff Judge Advocate's office, one copy to the grants administration office, and one copy to the grants officer, if different than the grants administration office.

6.030 DATA RIGHTS (NOV 1999)

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

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

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

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

6.040 FOREIGN ACCESS TO TECHNOLOGY (JUN 2001)

(a) Definitions:

"Foreign firm or institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this agreement, any agency or

instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

"Know-how" means all information including, but not limited to, discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

"Technology" means discoveries, innovations, know-how and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this agreement.

(b) General. The parties agree that research findings and technology developments in "*Pre-Clinical Development of a Live Attenuated Vaccine, ATI-1701, Against Aerosolized Tularemia*" technology may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this agreement by foreign firms or institutions must be carefully controlled. The controls contemplated in this article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR pt. 120 et seq.), the DOD Industrial Security Regulation (DOD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt. 770 et. seq.).

(c) Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions.

(1) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs (c)(2), (c)(3), and (c)(4) below shall apply to any transfer of technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of technology. Transfers do not include:

- (i) sales of products or components, or
- (ii) licenses of software or documentation related to sales of products or components, or
- (iii) transfer to foreign subsidiaries of the recipient for purposes related to this agreement, or
- (iv) transfer which provides access to technology to a foreign firm or institution which is an approved source of supply or source for the conduct of research under this agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this agreement.

(2) The recipient shall provide timely notice to the Government of any proposed transfer from the recipient of technology developed under this agreement to foreign firms or institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the recipient, its vendors, and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the recipient.

(3) In any event, the recipient shall provide written notice to the grants officer and the Government program manager of any proposed transfer to a foreign firm or institution at least 60 days prior to the proposed date of transfer. Such notice shall cite this article and shall state specifically what is to be transferred and the general terms of the transfer. Within 30 days of receipt of the recipient's written notification, the grants officer shall advise the recipient whether the Government consents to the proposed transfer. In cases where the Government does not concur or 60 days after receipt and the Government provides no decision, the recipient may utilize the procedures under the article entitled "Claims, Disputes, and Appeals". No transfer shall take place until a decision is rendered.

(4) Except as provided in subparagraph (c)(1) above and in the event the transfer of technology to foreign firms or institutions is not approved by the Government, but the transfer is made nonetheless, the recipient shall (i) refund to the Government the funds paid for the development of the technology and (ii) negotiate a license with the Government to the technology under terms that are reasonable under the circumstances.

(d) Lower Tier Agreements. The recipient shall include this article, suitably modified to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, development, or research work.

(e) This article shall remain in effect during the term of the agreement and for 5 years thereafter.

6.608 REPORTING POTENTIALLY CLASSIFIABLE INFORMATION (JAN 2017)

You must immediately notify the Government Technical Representative/Program Manager and the USAFA STINFO and/or USAFA/IP representative(s) identified in Article 1.020 if you identify any potentially classifiable information under this award.

6.612 CONTROLLED UNCLASSIFIED INFORMATION (JAN 2017)

The parties understand that information and materials provided pursuant to or resulting from this award may be export controlled, sensitive, for official use only or otherwise protected by law, executive order or regulation. You are responsible for compliance with all applicable laws and regulations. Nothing in this award shall be construed to permit any disclosure in violation of those restrictions.

6.614 USING TECHNICAL INFORMATION RESOURCES (JAN 2017)

To the extent practical, you must use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going research and avoid needless duplication of scientific and engineering effort.

SECTION 7 TECHNICAL AND FINANCIAL REPORTING

7.010 QUARTERLY REPORTS (JUN 2001)

(a) The recipient shall submit quarterly reports within 30 days after the completion of each quarter throughout the term of this agreement. The first quarter shall commence on the effective date of the agreement. One copy each shall be provided to the following persons as listed in the article entitled Administrative Responsibilities:

- (1) Government Program Manager
- (2) Grants Officer
- (3) Grants Administration Office

(b) Performance and financial monitoring and reporting shall comply with 2 CFR 200 and its subpart D Performance and Financial Monitoring and Reporting. The report will have two major sections: the Technical Status Report and the Business Status Report (see (1) and (2), below, respectively). In accordance with the National Defense Authorization Act for Fiscal Year 2020, you must include in your quarterly/final reports a list of all participants and other collaborating organizations in a section titled "Participants and Other Collaborating Organizations." You are reminded IAW 2 CFR 200.308, any changes to key personnel requires Grants Officer approval prior to change implementation. Failure to comply with these items can result in corrective actions as prescribed in 2 CFR 200.339 - 200.343.

(1) Technical Status Report. The technical status report will detail technical progress to date and report on all problems, technical issues or major developments during the reporting period.

(2) Business Status Report. The business status report shall provide summarized details of the resource status of this agreement. It shall provide the status of the contributions by both parties including a quarterly accounting of actual and projected expenditures compared to the budgeted. Any major deviations shall be explained with a discussion of proposed actions to address the deviations.

(c) Distribution Statement. In addition to any other required legend, mark all data delivered under this agreement with the following distribution statement that indicates to whom data may be distributed:

"The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies and endorsements, either expressed or implied of the US Air Force Academy or the US Government. "

AND

"DISTRIBUTION STATEMENT A. Approved for public release. Distribution is unlimited."

7.030 FINAL REPORT (JUN 2001)

(a) Within 120 days of completion or termination of this agreement, the recipient shall submit a Final Report in accordance with 2 CFR 200.339, including information in at least two parts, one addressing the technical achievements and the second recapping the business/financial aspects of the agreement. The technical portion of the report should be suitable for publication and is to provide a recap of the program, discussing program accomplishments. With the approval of the Government program manager, reprints of published articles may be submitted or attached to the technical portion of the Final Report. The business portion of the report shall contain a separate discussion of total costs incurred, total costs contributed by each recipient member with an explanation for any deviations from the original business plan. In accordance with the National Defense Authorization Act for Fiscal Year 2020, you must include in your quarterly/final reports a list of all participants and other collaborating organizations in a section titled "Participants and Other Collaborating Organizations." You are reminded IAW 2 CFR 200.308, any changes to key personnel requires Grants Officer approval prior to change implementation. Failure to comply with these items can result in corrective actions as prescribed in prescribed in 2 CFR 200.339 - 200.343.

(b) The original shall be submitted to the Government program manager (for subsequent transmission to the DTIC) and one copy to the agreements officer and one copy to the agreements administration office. For research awards, the recipient final report shall comply with the distribution and marking requirements of DoD Manual 3200.14, Volume 1. This includes the requirement that all significant scientific or technological findings, recommendations, and results derived from DoD endeavors - which shall include the final performance report at a minimum - are recorded and provided to Defense Technical Information Center (DTIC). For purposes of this term and condition, the following definition applies:

1. Final Peer-Reviewed Manuscript: The final version of a peer-reviewed article for a professional journal publication disclosing the results of scientific research which is authored or co-authored by the recipient or funded, in whole or in part, with funds from a DoD award, that includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article.
2. The recipient shall ensure that any Final Peer-Reviewed Manuscript is submitted to the Defense Technical Information Center (DTIC) repository, currently at www.dtic.mil. Ensure that the Final Peer-Reviewed Manuscript is submitted when it is accepted for publication, and when the final title and date of publication are known.

(c) Distribution Statement. In addition to any other required legend, mark all data delivered under this agreement with the following distribution statement that indicates to whom data may be distributed:

"The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies and endorsements, either expressed or implied of the US Air Force Academy or the US Government."

AND

"DISTRIBUTION STATEMENT A. Approved for public release. Distribution is unlimited."

7.032 PUBLISHING PROJECT RESULTS (NOV 1999)

(a) Publications. The recipient is expected to publish or otherwise make publicly available the results of the work conducted under this award only after ensuring any scientific or technical information obtained or provided under this project identified as critical information shall not be released either formally or informally to anyone without the written consent of the USAFA Scientific and Technologic Information Officer (STINFO) and if included in the award, in accordance with article 7.035 *DISCLOSURE OF INFORMATION*. One copy of all publications resulting from the project shall be forwarded to the program manager as it becomes available.

(b) An acknowledgment of awarding agency's support shall appear in the publication of any material, whether copyrighted or not. The acknowledgement shall read:

"This material is based on research sponsored by Appili Therapeutics USA Inc. under agreement number [REDACTED] [REDACTED]. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

(c) The recipient is responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer

"The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government."

7.040 REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCT 2010)

(a) Reporting of first-tier subawards.

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

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to

<http://www.fsr.gov> or any successor OMB-designated Web site for reporting subaward information.

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

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

(b) Reporting Total Compensation of Recipient Executives.

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

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

ii. in the preceding fiscal year, you received-

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

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

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

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

- i. As part of your registration profile at <http://www.ccr.gov> or any successor OMB-designated Web site for reporting subaward information.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

(c) Reporting of Total Compensation of Subrecipient Executives.

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

- i. in the subrecipient's preceding fiscal year, the subrecipient received-
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <<http://www.sec.gov/answers/excomp.htm>.>)

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

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

(d) Exemptions

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

- i. Subawards,
and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

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

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

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

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

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

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

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

7.100 DATA MANAGEMENT PLAN (MAY 2021) (USAFA)

The recipient shall submit a Data Management Plan within 30 days of award or with its first quarterly report. A data management plan is a document that describes which data generated through the course of the proposed research will be shared and preserved, how it will be done, or explains why data sharing or preservation is not possible or scientifically appropriate, or why the costs of sharing or preservation are incommensurate with the value of doing so.

See also: DoD Instruction 3200.12.

<https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/320012p.pdf?ver=2019-04-30-073122-220>

7.619 ACTIVITIES ABROAD (JANUARY 2017) (USAFA)

The recipient must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate Government authorities and that appropriate licenses, permits, or approvals are obtained prior to undertaking proposed activities. The awarding agency does not assume responsibility for Grantee compliance with the laws and regulations of the country in which the activities are to be conducted.

SECTION 8 MISCELLANEOUS PERFORMANCE ISSUES

8.010 USING TECHNICAL INFORMATION RESOURCES (NOV 1999)

To the extent practical, the recipient will use the technical information resources of the Defense Technical Information Center (DTIC) and other Government or private facilities to investigate recent and on-going research and avoid needless duplication of scientific and engineering effort.

8.020 ADMINISTRATIVE REQUIREMENTS FOR SUBAWARDS AND CONTRACTS (DEC 2022) (TAILORED)

- (a) The recipient shall apply to each subaward the administrative requirements of 2 CFR part 1104, "Implementation of Governmentwide Guidance for Grants and Cooperative Agreements" (Authority: 5 U.S.C. 301 and 10 U.S.C. 113; Source: 85 FR 51160, Aug. 19, 2020, unless otherwise noted). 2 CFR part 1104 provides an update to the DoD interim implementation of Office of Management and Budget (OMB) guidance in 2 CFR part 200. In accordance with 2 CFR 1104.105(a)(2), on an interim basis pending completion of the update of the DoDGARs to implement OMB guidance published in 2 CFR part 200, Part 34 of the DoDGARs

(32 CFR part 34) governs the administrative requirements which apply to this for-profit grant or cooperative agreement award and Part 1122 of the DoDGARs (2 CFR part 1122) governs the applicable national policy requirements all of which are incorporated herein by reference and shall be applied by the recipient to each subaward. The DoD Grants Policy Office Deviation Memorandum "Class Deviation Regarding Administrative Requirements for Grants and Agreements with For-Profit Organizations", dated 2022.12.07. memorandum authorizes a formal deviation from Part 34 of the Department of Defense (DoD) Grant and Agreement Regulations (DoDGARs), Administrative Requirements for Grants and Agreements with For-Profit Organizations. As of the date of this memorandum the DoD Components [and recipients] will use 2 CFR Part 200 Subparts A through E for administrative requirements for grants and cooperative agreements awarded to for-profit organizations. DoD Components [and recipients] will continue to use 32 CFR § 34.16, Audits, instead of 2 CFR Part 200 Subpart F, Audit Requirements, for grants and cooperative agreements awarded to for-profit organizations.

- (b) The recipients (non-Federal entity) awarding contracts under this agreement shall assure that subawards and subcontracts awarded contain, as a minimum, (1) the provisions in Appendix A to DoDGARs part 34, (2) the Appendix II to Part 200 - *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* and (3) any other provisions required by the Federal agency or non-Federal entity covering the following, as applicable and listed in this award Article 9.051 or 9.052.

8.030 PROCUREMENT SYSTEM (DEC 2022)

The recipient's procurement system shall comply with the requirements identified in 2 CFR 200 Subpart D Procurement Standards.

8.040 CLOSEOUT, ADJUSTMENT, CONTINUING RESPONSIBILITIES AND COLLECTION (DEC 2022)

Except in cases of termination, closeout, adjustment and collection of amounts due shall be accomplished in accordance with 2 CFR 200.344 through 200.346. Final payment cannot be made nor can the agreement be closed out until the recipient delivers to the Government all disclosures of subject inventions required by this agreement, an acceptable final report pursuant to the article entitled "Final Report," and all confirmatory instruments. The grants officer may make a settlement for any downward adjustments to the Federal share of costs after closeout reports are received.

DoD post-award administration offices follow procedures set forth in 2 CFR 200.339 through 200.346 for issuing demands for payment and transferring debts for collection. The recipient will be informed about specific procedures and timeframes affecting it through the written notices of grants officers' decisions and demands for payment.

8.049 CLOSEOUT (JAN 2021) (TAILORED)

- (a) liquidation of financial obligations. Unless the award administration office authorizes an extension of the due date, you must liquidate all financial obligations that you incurred under this award not later than 120 calendar days after the end date of the period of performance.
- (b) Refunds of unobligated balances. You must promptly refund to the award administration office any balances of unobligated cash that we have advanced or paid to you and not authorized you to use on other projects or programs.
- (c) Final reports. You must submit the:
 - (1) Final performance report under this award no later than the date specified in Article 7.030 Final Report, subject to any extensions granted under Section D of that article;

- (2) Final financial report under this award no later than the date specified in Article 7.030 Final Report, subject to any extensions granted under Section D of that article;
 - (3) Final report listing subject inventions made under the award no later than the date specified in Article 7.030 Final Report; and
 - (4) Other final reports that are required under this award no later than 120 calendar days after the end date of the period of performance, unless you request an extension of the due date and the award administration office approves the request.
- (d) Accounting for property. You must account for any real property, equipment, supplies, and intangible property that you and any subrecipients acquired or improved under the award, in accordance with Article 3.040 Property-GFP Provided or Article 3.041 Property. Your requests for disposition instructions for any federally owned property, as required by 1.602 Delegation of Post-Award Administrative Functions, meet the need described in OMB guidance at 2 CFR 200.344(f) to account for that property at closeout.
- (e) Delinquent Final Reports and Timeframe for Closeout.
- (1) We intend to closeout this award no later than one year after the end date of the period of performance.
 - (i) If you or your lower-tier entities (e.g., subrecipients) do not have negotiated final indirect costs rates before the due date of the final financial reports, the final reports must be based on the best information at the time (e.g., proposed final indirect rates). You will have post-closeout continuing responsibilities related to the finalization of those rates in accordance with Article 1.602 Delegation of Post-Award Administrative Functions,
 - (ii) If you do not provide timely and/or accurate final reports or do not respond timely to our requests to reconcile discrepancies in these reports or other records, we may initiate closeout based on information we have on hand. For example, if you fail to submit a timely final financial report, we may use amounts provided in the latest interim financial report and/or payment request to determine final amounts to be paid for closeout purposes.
 - (2) Failure to submit timely and accurate final reports may result in our taking one or more remedies as specified in 2 CFR 2002 and CFR 1104 and reporting your material failure to comply with the terms and conditions of this award in the performance system accessible through SAM (currently FAPIIS).

8.050 SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS (SEP 2013)

- (a) Requirement for System for Award Management (SAM): Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the system the Federal Government specifies as the repository for information about its business partners (currently the SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration (unless you are subject to the requirements in paragraph d), and more frequently if required by changes in your information or another award term.
- (b) Requirement for Data Universal Numbering System (DUNS) Numbers: If you are authorized to make subawards under this award, you:
- (1) Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(c) Definitions: For purposes of this award term:

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

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

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

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

(4) Subaward:

- (i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- (ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- (iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Subrecipient means an entity that:

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

(d) If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this award, then during that period of time you must maintain in SAM the currency of information required by this article. Note that:

(1) This reporting is required under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313).

(2) As required by section 3010 of Public Law 111-212, all performance and integrity information posted in the designated information system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

(3) Recipient information is submitted to the OMB-designated integrity and performance system through the SAM. The currently designated integrity and performance information system is the Federal Awardee Performance and Integrity Information System (FAPIIS).

SECTION 9 NATIONAL POLICY MATTERS AND ASSURANCES

9.052 NATIONAL POLICY REQUIREMENTS (MAY 2021) (TAILORED)

Section A. Cross-cutting nondiscrimination requirements. By signing this award or accepting funds under this award, the recipient assures that it will comply with applicable provisions of the national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by Department of Defense (DoD) regulations at 32 CFR part 195.
2. On the basis of gender, blindness, or visual impairment, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DoD regulations at 32 CFR part 196.
3. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
4. On the basis of disability, in the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) related to physically handicapped persons' ready access to, and use of, buildings and facilities for which Federal funds are used in design, construction, or alteration.

Section B. Cross-cutting environmental requirements. The recipient must:

1. The recipient must comply with all applicable Federal environmental laws and regulations. The laws and regulations identified in this section are not intended to be a complete list.
2. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.).
3. Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in buildings owned by the Federal Government or housing receiving Federal assistance.
4. Immediately identify to the Federal awarding agency (the Government) any potential impact that the recipient finds this award may have on:
 - a. The quality of the "human environment", as defined in 40 CFR 1508.14, including wetlands; and provide any help the Federal awarding agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et seq.), the regulations at 40 CFR 1500-1508, and E.O. 12114, if applicable; and assist the Federal awarding agency to prepare Environmental Impact Statements or other environmental documentation. In such cases, the recipient may take no action that will have an environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable

alternatives to the proposed action until the Federal awarding agency provides written notification of Federal compliance with NEPA or E.O. 12114.

- b. Flood-prone areas, and provide any help the Federal awarding agency may need to comply with the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - c. A land or water use or natural resource of a coastal zone that is part of a federally approved State coastal zone management plan and provide any help the Federal awarding agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.) including preparation of a Federal agency Coastal Consistency Determination.
 - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help the Federal awarding agency may need to comply with the Coastal Barrier Resources Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help the Federal awarding agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help the Federal awarding agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300f et seq.).
5. The recipient must comply fully with the Endangered Species Act of 1973, as amended (ESA, at 16 U.S.C. 1531 et seq.), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). The recipient also must provide any help the Federal awarding agency may need in complying with the consultation requirements of ESA section 7 (16 U.S.C. 1536) applicable to Federal agencies or any regulatory authorization we may need based on the award of this grant. This is not in lieu of responsibilities the recipient has to comply with provisions of the Act that apply directly to the recipient as a U.S. entity, independent of receiving this award.
6. The recipient must fully comply with the Marine Mammal Protection Act of 1972, as amended (MMPA, at 16 U.S.C. 1361 et seq.) and provide any assistance the Federal awarding agency may need in obtaining any required MMPA permit based on an award of this grant.

Section C. Cross-cutting requirements concerning live organisms.

1. Human subjects.

- a. Institutions receiving DoD funds must protect the rights and welfare of individuals who participate as human subjects in research under this award, complying with the requirements at 32 CFR part 219, DoD Instruction (DoDI) 3216.02, and when applicable, Food and Drug Administration (FDA) regulations.
- b. Award recipients, to include sub-recipients, must not commence DoD-supported human subject research (HSR), as defined in DoDI 3216.02, to include research with human data and biological specimens, until a DoD Human Research Protection Official (HRPO) issues formal approval.
- c. The HRPO reviews documentation of planned HSR under the award for compliance with applicable regulations and policies. Recipient institutions must provide sufficient documentation to enable the HRPO assessment as follows:

- i. For research that is exempt or does not involve human subjects, the protocol documents and institutional determination that the research is not HSR, or exempt HSR.
 - ii. For non-exempt research involving human subjects, the institution must provide:
 - (A) Current Assurance of Compliance (i.e., Department of Health and Human Services' Office for Human Research Protections Federal-wide Assurance (FWA)) for all engaged institutions;
 - (B) Current Institutional Review Board (IRB) registration number(s).
 - (C) Documentation that the DoD-supported HSR has been reviewed and approved by an IRB, including scientific merit.
 - (D) Documentation of investigators' human research protection training.
 - (E) IRB-approved protocol documents.
 - d. The HRPO retains final judgment on what activities constitute HSR, whether an exempt category applies, whether the risk determination is appropriate, and whether the planned HSR activities comply with the requirements in paragraph 1.a of this section.
 - e. Recipients must notify the HRPO promptly of the following:
 - i. IRB-approved changes to HSR that involve changes to key investigators or institutions; substantive changes to the IRB's risk-benefit assessment of the protocol; addition of vulnerable populations or DoD-affiliated personnel as subjects;
 - ii. Transfer of HSR oversight to a different IRB;
 - iii. Notification by any federal body, State agency, official governing body of a Native American or Alaskan native tribe, other entity, or foreign government that the non-DoD institution's DoD-supported HSR is under investigation;
 - iv. When the institution is notified by any Federal department or agency or national organization that any part of its human research protection program is under investigation for cause involving a DoD-supported research protocol;
 - v. Any problems involving risks to subjects or others, suspension or termination of IRB approval, or any serious or continuing noncompliance pertaining to DoD-supported HSR;
 - vi. The results of the IRB's continuing review, if required;
 - vii. A DoD-supported study's closure;
 - viii. Change in status when a previously enrolled human subject becomes a prisoner, and the protocol was not reviewed and approved by the IRB in accordance with Subpart C, Subpart 46 of Title 45, CFR and DoDI 3216.02.
 - f. Recipients must make records that document compliance or noncompliance with requirements in paragraph 1.a accessible for inspection and copying, as determined by DoD human research protection personnel, by authorized DoD representatives.
 - g. DoD representatives may independently review and inspect research and research procedures involving human subjects and, based on such findings, DoD may prohibit research that presents unacceptable hazards or otherwise fails to comply with DoD requirements.
-

2. Animals.

- a. Prior to initiating any animal work under the award, the recipient must:
 - i. Register its research, development, test, and evaluation or training facility with the Secretary of Agriculture in accordance with 7 U.S.C. 2136 and 9 CFR section 2.30, unless otherwise exempt from this requirement by meeting the conditions in 7 U.S.C. 2136 and 9 CFR parts 1-4 for the duration of the activity.
 - ii. Have its proposed animal use approved in accordance with Department of Defense Instruction (DoDI) 3216.01, Use of Animals in DoD Programs by a DoD Component Headquarters Oversight Office.
 - iii. Furnish evidence of such registration and approval to the grants officer.
- b. The recipient must make the animals on which the research is being conducted, and all premises, facilities, vehicles, equipment, and records that support animal care and use available during business hours and at other times mutually agreeable to you, the United States Department of Agriculture Office of Animal and Plant Health Inspection Service (USDA/APHIS) representative, personnel representing the DoD component oversight offices, as well as the grants officer, to ascertain that you are compliant with 7 U.S.C. 2131 et seq., 9 CFR parts 1-4, and DoDI 3216.01.
- c. Recipient care and use of animals must conform with the pertinent laws of the United States, regulations of the Department of Agriculture, and regulations, policies, and procedures of the Department of Defense (see 7 U.S.C. 2131 et seq., 9 CFR parts 1-4, and DoDI 3216.01).
- d. The recipient must acquire animals in accordance with DoDI 3216.01.

3. Use of Remedies.

Failure to comply with the applicable requirements in paragraphs 1-2 of this section may result in the DoD Component's use of remedies, e.g., wholly or partially terminating or suspending the award, temporarily withholding payment under the award pending correction of the deficiency, or disallowing all or part of the cost of the activity or action (including the federal share and any required cost sharing or matching) that is not in compliance.

Section D. Other cross-cutting national policy requirements.

1. Debarment and suspension. The recipient must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR part 180, as adopted by DoD at 2 CFR part 1125. This includes requirements concerning recipient principals under this award, as well as requirements concerning recipient procurement transactions and subawards.

2. Drug-free workplace. The recipient must comply with drug-free workplace requirements in Subpart B of 2 CFR part 26, which is the DoD implementation of 41 U.S.C. chapter 81, "Drug-Free Workplace."

3. Lobbying.

- a. The recipient must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DoD at 32 CFR part 28, and submit all disclosures required by that statute and regulation.
- b. The recipient must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of

Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

- c. If the recipient is a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), the recipient may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., chapter 26). If the Federal awarding agency determines that the recipient has engaged in lobbying activities, the Federal awarding agency will cease all payments to the recipient under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions.

4. Officials not to benefit. The recipient must comply with the requirement that no member of Congress shall be admitted to any share or part of this award, or to any benefit arising from it, in accordance with 41 U.S.C. 6306.

5. Hatch Act. If applicable, the recipient must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) concerning political activities of certain State and local government employees, as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. Native American graves protection and repatriation. If the recipient controls or possesses Native American remains and associated funerary objects, the recipient must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. Fly America Act. The recipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require that U.S. Government financed international air travel of passengers and transportation of personal effects or property must use a U.S. Flag air carrier or be performed under a cost-sharing arrangement with a U.S. carrier, if such service is available.

8. Use of United States-flag vessels. The recipient must comply with the following requirements of the Department of Transportation at 46 CFR 381.7, in regulations implementing the Cargo Preference Act of 1954:

- a. Pursuant to Pub. L. 83-664 (46 U.S.C. 55305), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.
- b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 8.a of this section must be furnished to both our award administrator (through you in the case of your contractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. Research misconduct. The recipient must comply with requirements concerning research misconduct in Enclosure 4 to DoD Instruction 3210.7, "Research Integrity and Misconduct." The Instruction implements the Governmentwide research misconduct policy that the Office of Science and Technology Policy published in the Federal Register (65 FR 76260, December 6, 2000, available through the U.S. Government Printing Office web site: <http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR>).

10. Requirements for an Institution of Higher Education Concerning Military Recruiters and Reserve Officers Training Corps (ROTC).

- a. As a condition for receiving funds available to the DoD under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR part 216) that has a policy or practice that either prohibits, or in effect prevents:
 - i. The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps (ROTC)—in accordance with 10 U.S.C. 654 and other applicable Federal laws—at that institution (or any subelement of that institution);
 - ii. Any student at that institution (or any subelement of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education.
 - iii. The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or
 - iv. Access by military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any subelement of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled.
- b. If the recipient is determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, the Federal awarding agency:
 - i. Will cease all payments to the recipient of DoD funds under this award and all other DoD grants and cooperative agreements; and
 - ii. May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. Historic preservation. The recipient must identify to us any:

- a. Property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, “Identification and Protection of Historic Properties,” [3 CFR, 1971-1975 Comp., p. 559]. Impacts to historical properties are included in the definition of “human environment” that require impact assessment under NEPA (See NP Article II, Section A).
- b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (54 U.S.C. chapter 3125).

12. Relocation and real property acquisition. The recipient must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

13. Confidentiality of patient records. The recipient must keep confidential any records that it maintains of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

14. Pro-Children Act. The recipient must comply with applicable restrictions in the Pro-Children Act of 1994 (Title 20, Chapter 68, subchapter X, Part B of the U.S. Code) on smoking in any indoor facility:

- a. Constructed, operated, or maintained under this award and used for routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18.
- b. Owned, leased, or contracted for and used under this award for the routine provision of federally funded health care, day care, or early childhood development (Head Start) services to children under the age of 18.

15. Constitution Day. The recipient must comply with Public Law 108-447, Div. J, Title I, Sec. 111 (36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in a Federal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

16. Trafficking in persons. The recipient must comply with requirements concerning trafficking in persons specified in the award term at 2 CFR 175.15(b), as applicable. We, the Government, shall be authorized to terminate the grant or cooperative agreement without penalty as specified in 2 CFR 175.15(b)(2).

17. Whistleblower protections. The recipient must comply with 10 U.S.C. 2409, including the:

- a. Prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies; and
- b. Requirement to notify recipient employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute.

18. Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232) prohibits the head of an executive agency from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain the equipment, services, or systems prohibited systems as identified in section 889 of the NDAA for FY 2019. In accordance with 2 CFR 200.216 and 200.471, all awards that are issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.

3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the secretary of defense, in consultation with the director of the national intelligence or the director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

COVERED FOREIGN COUNTRY means the People's Republic of China.

TELECOMMUNICATIONS COST means the cost of using communication and telephony technologies such as mobile phones, land lines, and internet.

19. Do Not Contract with the Enemy (2 CFR 183) - RESERVED

20. Disclosure Requirements for Recipients of Department of Defense Research and Development Funds.

- a. Except at provided in subsection (b) and (c) , an individual or entity (including a State or local government) that uses funds received from the Department of Defense to carry out research or development activities shall include, in any public document pertaining to such activities, a clear statement indicating the dollar amount of the funds received from the Department for such activities.
- b. Exception.--The disclosure requirement under subsection (a) shall not apply to a public document consisting of fewer than 280 characters.
- c. Waiver.--The Secretary of Defense may waive the disclosure requirement under subsection (a) on a case-by-case basis.
- d. Public Document Defined.--In this section, the term 'public document' means any document or other written statement made available for public reference or use, regardless of whether such document or statement is made available in hard copy or electronic format.

21. 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:
 - i. 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

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

Section E. National Policy Requirements for Subawards.

1. The recipient must include provisions in the terms and conditions of each subaward it makes to require the subrecipient entity's compliance with each of the national policy requirements in Sections A through D of this article that the recipient determines are applicable, given the type of entity receiving the subaward and activities it will be carrying out under the subaward.
2. If an entity to which the recipient is about to make a subaward will not accept an award provision requiring its compliance with a national policy requirement that the recipient determines to be applicable, the recipient must alert the award administration office immediately. The recipient may not omit an applicable national policy requirement in order to make the subaward.
3. If at any time during the performance of a subaward, the recipient learns that—or receive a credible allegation that—the subrecipient is not complying with an applicable national policy requirement, the recipient must alert the award administration office immediately.
4. The recipient must include provisions in each subaward to require the subrecipient's compliance with the non-discrimination national policy requirements specified in paragraphs A.1 through A.5 of this article, as applicable.
5. The recipient must include provisions in each subaward to require that:
 - a. The subrecipient/subcontractor comply with Federal environmental laws and regulations, including those for the Clean Air and Clean Water Acts specified in paragraph B.1 of this article, as applicable.
 - b. The subrecipient/subcontractor provide any information the recipient needs, when the recipient needs it, in order to comply with the requirement to immediately notify the Federal awarding agency of potential environmental impacts specified in paragraph B.2 of this article, as applicable, due to activities under the award (which includes subaward activities).
6. The recipient must include provisions in each subaward to require the subrecipient/subcontractor compliance with the national policy requirements concerning human subjects and animals that are specified in paragraphs C.1 and C.2 of this article, as applicable.
7. The recipient must include provisions in each subaward to require the subrecipient/subcontractor compliance with the national policy requirements in the following portions of this article, as applicable:
 - a. Paragraph D.1 on debarment and suspension and D.2 on drug-free workplace.
 - b. Paragraphs D.3.a-c on lobbying.
 - c. Paragraphs D.4 through D.21.

(End of Assistance Terms and Conditions/Articles)

USAFA Local Guidance for Grants and Cooperative Agreements

10.001 INSTRUCTIONS FOR INVOICING (WAWF) (USAFA)

Electronic Funds Transfer Information. All payments must be made by funds transfers to the bank account registered in System for Award Management (SAM) at <https://www.sam.gov/portal/SAM/> (also see beta.SAM.gov). Should a change in registry or other incident necessitate the payment to an account other than that maintained in SAM, it is your responsibility to notify the Administrative Grants Officer (AGO) and obtain a modification to this award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of your failure to maintain correct/current EFT information within your SAM registration.

Electronic Payment Request Instructions. The recipient is required to utilize Wide Area Work Flow (WAWF) in the Procurement Integrated Enterprise Environment (PIEE) at <https://wawf.eb.mil>. Within WAWF, you are required to initiate the “Grant Voucher” and assure successful flow of the payment request.

Instructions/Training for WAWF are available at <https://wawftraining.eb.mil/wbt/xhtml/wbt/wawf/index.xhtml>.

Questions for the Payment Office. Questions concerning specific payments should be directed to the Defense Finance and Accounting Service (DFAS) Columbus, Accounts Payable at [REDACTED]. You can also access payment information using the “myInvoice” button in the Procurement Integrated Enterprise Environment (PIEE) at <https://wawf.eb.mil>. The award number and voucher number will be required to inquire about the status of the payment.

Instructions for the Payment Office. The payment office must make payment by using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, payment will be made in sequential ACRN order within the award, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric ACRN sequence unless otherwise specified in the award-specific terms and conditions.

Coordination of Requests for Payment. Any request for payment must be submitted to and approved by the AGO, with a copy provided to the USAFA Grants/Agreements Officer and USAFA Technical Representative/Program Manager. You must request payment by electronically submitting Standard Forms (SF) 270, Requests for Advance or Reimbursement, through Wide Area Work Flow (WAWF), <https://wawf.eb.mil>.

When entering data into WAWF, enter in the following fields with these DoDAAC or DoDAAC extensions:

Administration Office DoDAAC: [REDACTED]
Payment DoDAAC: [REDACTED]
Grant Approver DoDAAC: [REDACTED]
Issue by DoDAAC: [REDACTED]
Post Award DoDAAC: [REDACTED]

In some situations WAWF system will pre-populate the “Issue By DoDAAC”, “Admin DoDAAC” and “Payment DoDAAC”. Recipient shall verify these DoDAACs automatically entered by the WAWF system match the above information. If these DoDAACs do not match, then the Recipient shall correct the field(s) and notify the Administration office of the discrepancy(ies).

Before closing out of an invoice session in WAWF, but after submitting your document or documents, the Recipient will be prompted to send additional e-mail notifications. Recipient shall click on “send more e-mail notifications” on the page that appears. Add the following e-mail addresses: [REDACTED] in the e-mail address blocks. This

additional notification to the government is important to ensure that the appropriate persons are aware that the requests for payment have been submitted into the WAWF system.

Required Certification for Annual and Final Fiscal Reports and Vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

10.003 REQUEST FOR CHANGE IN KEY PERSONNEL (MAY 2021) (USAFA)

a. A change in a key person identified in the award cover pages. The following information must be submitted with the key personnel request:

- i. A list of all current projects the individual is working on, in addition to any future support the individual has applied to receive, regardless of the source.
- ii. Title and objectives of the other research projects.
- iii. The percentage per year to be devoted to the other projects.
- iv. The total amount of support the individual is receiving in connection to each of the other research projects or will receive if other proposals are awarded.
- v. Name and address of the agencies and/or other parties supporting the other research projects.
- vi. Period of performance for the other research projects.

10.301 BASE SUPPORT (JANUARY 2017) (USAFA)

(a) General. Base support will be provided by the Government to you in accordance with this article. Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this agreement shall be performed.

(b) Locations. Following are installations where base support will be provided: United States Air Force Academy, CO.

10.618 LOCAL GUIDANCE, HEALTH, AND SAFETY ON GOVERNMENT INSTALLATIONS (JANUARY 2017) (USAFA)

(a) In performing work under this Agreement on a Government installation, the recipient (non-Federal entity or contractor) shall:

- (1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of recipient and Government personnel performing or in any way coming in contact with the performance of this Agreement; and
- (2) Take such additional immediate precautions as the grants officer may reasonably require for health and safety purposes.

(b) The grants officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this Agreement and any adjustments resulting from such direction will be in accordance with the modifications article clause of this Agreement.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the grants officer, shall be grounds for termination of this Agreement in accordance with the Termination article of this Agreement.

10.620 PERSONALLY IDENTIFIABLE INFORMATION (PII) INCIDENT/BREACH PREPARATION RESPONSE AND PRIVACY TRAINING (MAY 2017) (USAFA)

1. PII Incident/Breach Preparation and Response.

- (a) If you use or operate a Federal information system or create, collect, use, process, store, maintain, disseminate, disclose, or dispose of PII within the scope of this Federal award, you must have procedures in place to respond to an incident or breach and you must notify us, the Federal awarding agency, in the event of a suspected or confirmed incident or breach. Your procedures must promote cooperation and the free exchange of information with us, as needed, to properly escalate, refer, and respond to a breach.
- (b) You must comply with all applicable Federal laws and regulations for training and preparing for/responding to a suspected or confirmed incident or breach.
- (c) You must:
 - (1) Cooperate with and exchange information with agency officials in order to effectively manage and report a suspected or confirmed breach;
 - (2) Properly encrypt PII in accordance with Office of Management and Budget (OMB) Circular A-130 and other applicable policies and to comply with any agency-specific policies for protecting PII;
 - (3) Provide regular training to your employees on how to identify and report a breach,
 - (4) Report a suspected or confirmed breach in any medium or form, including paper, oral, and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy and US-CERT notification guidelines;
 - (5) Maintain capabilities to determine what Federal information was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access Federal information, and identify the initial attack vector;
 - (6) Allow for an inspection, investigation, forensic analysis, and any other action necessary to ensure compliance with our breach response plan, and to assist with responding to a breach;
 - (7) Recognize that a report of a breach shall not, by itself, be interpreted as evidence that you or your subcontractors or subrecipients (at any tier) failed to provide adequate safeguards for PII.
 - (8) Flow down the requirements of this article to your subcontractors and subrecipients (at any tier).

2. Privacy Training.

- a. Definition. As used in this article, "personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See OMB Circular A-130, Managing Federal Information as a Strategic Resource). See also 2 CFR 200.79.
- b. You, the Non-federal entity (NFE), shall ensure that initial privacy training, and annual privacy training thereafter, is completed by NFE employees who—
 - i. Have access to a system of records;
 - ii. Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or
 - iii. Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).
- c. General.
 - (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover—

- (i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;
 - (ii) The appropriate handling and safeguarding of personally identifiable information;
 - (iii) The authorized and official use of a system of records or any other personally identifiable information;
 - (iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;
 - (v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and
 - (vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).
- (2) Completion of a Federal awarding agency-developed or Federal awarding agency-conducted training course shall be deemed to satisfy these elements.
- d. You, the NFE, shall maintain and, upon request, provide documentation of completion of privacy training to the Grants Officer.
 - e. You shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.
 - f. The substance of this article, including this paragraph (f), shall be included in all of your subawards and subcontracts under this award, when subrecipient and/or subcontractor employees will—
 - i. Have access to a system of records;
 - ii. Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or
 - iii. Design, develop, maintain, or operate a system of records.

10.621 ACCESS TO USAF BASES, USAFA FACILITIES AND/OR U.S. GOVERNMENT INFORMATION TECHNOLOGY NETWORKS (JANUARY 2021) (USAFA)

Recipient employees requiring access to USAF bases, USAFA facilities, and/or access to U.S. Government Information Technology networks in connection with the work on this agreement must be U.S. citizens. Possession of a permanent resident card (“Green Card”) does not equate to U.S. citizenship. This requirement does not apply to foreign nationals approved by the U.S. Department of Defense or U.S. State Department under international personnel exchange agreements with foreign governments. Any waivers to this requirement must be granted in writing by the Grants Officer prior to providing access. The above requirements are in addition to any other agreement requirements related to obtaining a Common Access Card (CAC).

10.622 REINFORCING OPERATIONS SECURITY AND THE IMPORTANCE OF PREVENTING UNAUTHORIZED DISCLOSURES TRAINING (JANUARY 2021) (USAFA)

The Secretary of Defense (SECDEF) signed the "Reinforcing Operations Security and the Importance of Preventing Unauthorized Disclosures" Memorandum on 20 Jul 2020. The goal of the actions outlined in the memo is to enhance OPSEC practices and habits within the DoD. The SecAF directed all DAF personnel and on-site contractors across the DAF, with the exception of ANG and AFRC personnel, to complete the following additional security training: OPSEC Awareness, "Unauthorized Disclosure of Classified Information for DoD and Industry", "Insider Threat Awareness", and "Introduction to Information Security" courses which may be accessed at <https://securityawareness.usalearning.gov/>. You, the Non-federal entity (NFE), agree to ensure that this training, latest equivalent, or the authorized DoD Component equivalent training (contact the Government Technical Representative or Program Manager listed in the article 1.020 Administrative Responsibilities, is accomplished by your personnel if they perform under this agreement on a DoD installation or in a DoD facility.

10.900 CODES OF CONDUCT (OCT 2015) (USAFA)

Applicants for grants, cooperative agreements, or other transaction agreements as applicable are required to comply with 2 CFR 215.42, Codes of Conduct, to prevent real or apparent conflicts of interest in the award and administration of any contracts supported by federal funds.

(End of USAFA Local Guidance Terms)