

9a. GRANTEE NAME AND ADDRESS

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
104 Airport Dr Ste 2200
Chapel Hill, NC 27599-5023

10a. GRANTEE AUTHORIZING OFFICIAL

[REDACTED]
104 Airport Dr STE 2200
Chapel Hill, NC 27599-5023
[REDACTED]

Public Law 115-31, Department of Homeland Security Appropriations Act, 2017, Title IV, Research, Development, Training and Services

<p>9a. GRANTEE NAME AND ADDRESS</p> <p>UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL 104 Airport Dr Ste 2200 Chapel Hill, NC 27599-5023</p>	<p>9b. GRANTEE PROJECT DIRECTOR</p> <p>[REDACTED] 104 Airport Dr Ste 2200 Chapel Hill, NC 27599-5023 [REDACTED]</p>
<p>10a. GRANTEE AUTHORIZING OFFICIAL</p> <p>[REDACTED] 104 Airport Dr STE 2200 Chapel Hill, NC 27599-5023 [REDACTED]</p>	<p>10b. FEDERAL PROJECT OFFICER</p> <p>[REDACTED] 7th And D Street SW Washington, DC 20407-0001 [REDACTED]</p>

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods	
a. Salaries and Wages	1,705,385.00	c. Less Cumulative Prior Award(s) This Budget Period	
b. Fringe Benefits	566,154.01	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	
c. Total Personnel Costs	2,271,539.01	13. Total Federal Funds Awarded to Date for Project Period	
d. Equipment	0.00	42,101,987.01	
e. Supplies	21,400.00	14. RECOMMENDED FUTURE SUPPORT	
f. Travel	131,290.00	(Subject to the availability of funds and satisfactory progress of the project):	
g. Construction	0.00	YEAR	TOTAL DIRECT COSTS
h. Other	520,108.00	a. 11	d. 14
i. Contractual	4,980,981.00	b. 12	e. 15
j. TOTAL DIRECT COSTS	7,925,318.01	c. 13	f. 16
k. INDIRECT COSTS	1,377,216.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
l. TOTAL APPROVED BUDGET	9,302,534.01	a. DEDUCTION	
m. Federal Share	9,302,534.01	b. ADDITIONAL COSTS	
n. Non-Federal Share	0.00	c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

**** The terms and conditions of the base award remain unchanged and are in effect****

7th and D Street, SW
Washington DC , DC 20407

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3

DATE ISSUED

08/30/2024

GRANT NO. 15STCRC00001-10-01

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
04/01/2015	06/30/2015	Quarterly	07/30/2015
07/01/2015	09/30/2015	Quarterly	10/30/2015
10/01/2015	12/31/2015	Quarterly	01/30/2016
01/01/2016	03/31/2016	Quarterly	04/30/2016
04/01/2016	06/30/2016	Quarterly	07/30/2016
07/01/2016	09/30/2016	Quarterly	10/30/2016
10/01/2016	12/31/2016	Quarterly	01/30/2017
01/01/2017	03/31/2017	Quarterly	04/30/2017
04/01/2017	06/30/2017	Quarterly	07/30/2017
07/01/2017	09/30/2017	Quarterly	10/30/2017
10/01/2017	12/31/2017	Quarterly	01/30/2018
01/01/2018	03/31/2018	Quarterly	04/30/2018
04/01/2018	06/30/2018	Quarterly	07/30/2018
07/01/2018	09/30/2018	Quarterly	10/30/2018
10/01/2018	12/31/2018	Quarterly	01/30/2019
01/01/2019	03/31/2019	Quarterly	04/30/2019
04/01/2019	06/30/2019	Quarterly	07/30/2019
07/01/2019	09/30/2019	Quarterly	10/30/2019
10/01/2019	12/31/2019	Quarterly	01/30/2020
01/01/2020	03/31/2020	Quarterly	04/30/2020
04/01/2020	06/30/2020	Final	09/28/2020
07/01/2020	09/30/2020	Quarterly	10/30/2020
10/01/2020	12/31/2020	Quarterly	01/30/2021
01/01/2021	03/31/2021	Quarterly	04/30/2021
04/01/2021	06/30/2021	Quarterly	07/30/2021
07/01/2021	09/30/2021	Quarterly	10/30/2021
10/01/2021	12/31/2021	Quarterly	01/30/2022
01/01/2022	03/31/2022	Quarterly	04/30/2022
04/01/2022	06/30/2022	Quarterly	07/30/2022
07/01/2022	09/30/2022	Quarterly	10/30/2022
10/01/2022	12/31/2022	Quarterly	01/30/2023
01/01/2023	03/31/2023	Quarterly	04/30/2023
04/01/2023	06/30/2023	Quarterly	07/30/2023
07/01/2023	09/30/2023	Quarterly	10/30/2023
10/01/2023	12/31/2023	Quarterly	01/30/2024
01/01/2024	03/31/2024	Quarterly	04/30/2024
04/01/2024	06/30/2024	Quarterly	07/30/2024
07/01/2024	09/30/2024	Quarterly	10/30/2024
10/01/2024	12/31/2024	Quarterly	01/30/2025
01/01/2025	03/31/2025	Quarterly	04/30/2025

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 08/30/2024
GRANT NO. 15STCRC00001-10-01	

04/01/2025	06/30/2025	Final	10/28/2025
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Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
01/01/2020	06/30/2020	Semi-Annual	07/30/2020
07/01/2020	12/31/2020	Semi-Annual	01/30/2021
01/01/2021	06/30/2021	Semi-Annual	07/30/2021
07/01/2021	12/31/2021	Semi-Annual	01/30/2022
01/01/2022	06/30/2022	Semi-Annual	07/30/2022
07/01/2022	12/31/2022	Semi-Annual	01/30/2023
01/01/2023	06/30/2023	Semi-Annual	07/30/2023
07/01/2023	12/31/2023	Semi-Annual	01/30/2024
07/01/2024	12/31/2024	Semi-Annual	01/30/2025
01/01/2025	06/30/2025	Final	10/28/2025

AWARD ATTACHMENTS

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

15STCRC00001-10-01

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1. FY2024_COASTAL_UNC_AWARDLETTER_MOD 1_591571.01
 2. 2024-2025_COASTAL_RESTRICTIONS_21-Aug-24
 3. TERMS AND CONDITIONS_COOPERATIVE AGREEMENT-PDF-08-22-2024_13-21-43



Homeland
Security

August 30, 2024

[REDACTED]
The University of North Carolina at Chapel Hill
104 Airport Dr Ste 2200
Chapel Hill, NC 27599-5023

Re: **Award Number:** 15STCRC00001, MOD 1, Supplemental Funds- \$591,571
DHS S&T Coastal Resilience Center of Excellence - Center Lead

Dear [REDACTED]

Please find a notice of supplemental funding for FY2024 of the above referenced award. This action consists of funds in the amount of \$591,571. Please find a new restrictions document attached. Please track restrictions as outlined in the enclosed restriction document.

If any additional assistance is required, please have your staff contact [REDACTED] [REDACTED] Project Officer, at [REDACTED] Grants Officer at [REDACTED] on administrative matters.

Sincerely,

[REDACTED]
Grants Officer
Grants and Financial Assistance Division
Office of Procurement Operations
Office of the Chief Procurement Officer
Department of Homeland Security

Enclosure(s)

cc: [REDACTED]

Award Number: **15STCRC00001** (formerly 2015ST061ND0001-05) Remarks continued:

\$4,600,000 Year 10 base grant funding is awarded, with **\$252,068** restricted as specified below; and 2) **\$4,110,963** carryover is approved, with **\$394,328** restricted as specified below. An additional **\$591,571.01** of Year 10 supplemental funding is awarded, with **\$331,497** restricted as specified below.

2024-2025 Approved Budget

(1) Year 10 Base Funding	\$4,600,000
(2) Year 10 Supplemental Funding	\$591,571.01
(3) Year 9 Approved Carryover	\$4,110,963
Total Budget	\$9,302,534.01

1) YEAR 10 BASE FUNDING: \$4,600,000 is awarded in base funding. Of this amount, **\$4,244,269** is released for Management & Administration, Communications, Transition and for research and education projects, as listed in the proposal, and for drafting and submitting Institutional Review Board (IRB) packages, as applicable. If the COE Director and PI do not believe that human subjects research is being conducted, please submit the corresponding IRB forms submitted to the respective universities' Office of Sponsored Research, electronically to the DHS Program Manager. The following award-specific restrictions are in effect:

RESTRICTIONS	DATE ISSUED	DATE LIFTED
a) Management and Administration -- \$100,000 remains restricted pending DHS review and approval of Year 10 project workplans and DAMPs that have (1) addressed DHS program manager feedback and (2) received all other required reviews/approvals as applicable, including S&T Compliance Assurance Program Office review and approval, per the Terms and Conditions of this award.	7/1/2024	8/21/2024
b) Unallocated -- \$252,068 of CRC's research and education budget is restricted for high priority homeland security research and education activities pending DHS receipt and approval of a workplan and budget justification. This amount includes \$100,000 budgeted for the Freedom project, which is not approved for funding.	7/1/2024	
c) Human Subjects -- No human subjects research or education activities may take place prior to DHS S&T Compliance Assurance Program Office review and approval, per the Terms and Conditions.	7/1/2024	N/A

d) FEMA Dam Removal Supplemental Funding: As of 8/21/24, an additional **\$591,571.01** is awarded for CRC to develop guidelines and procedures to facilitate sharing best practices for and to promote standardization of dam removal projects in the United States. Of this amount, **\$260,074.01** is released to allow CRC to begin implementing this effort. The remaining **\$331,497** is restricted.

August 22, 2024

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2) YEAR 9 APPROVED CARRYOVER: \$4,110,963 carryover request is approved, of which **\$3,716,636** is released, and **\$394,328** restricted as specified below. The following award-specific restrictions are in effect:

RESTRICTIONS	DATE ISSUED	DATE LIFTED
a) Landscape Study - \$300,000 of Y9 carryover is restricted pending DHS review and approval of revised workplan, budget table, and budget justification that lays out in more detail the planned use of the requested carryover funds.	7/1/2024	
b) Unallocated – \$94,328 of CRC's research and education budget is restricted for high priority homeland security research and education activities pending DHS receipt and approval of a workplan and budget justification.	7/1/2024	
c) Human Subjects – no human subjects research or education activities may take place prior to DHS S&T Compliance Assurance Program Office review and approval, per the Terms and Conditions.	7/1/2024	N/A

- d) **Joint COE Community Infrastructure Planning Supplemental:** The approved carryover includes **\$348,720**, which as of 6/21/2023 was fully released given the receipt of a detailed workplan and budget justification to develop a research and education approach to enhance the quality and transferability of the Infrastructure Resilience Planning Framework and related assessment tools developed by the Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security Agency (CISA). This work will leverage academic capabilities from across the DHS Centers of Excellence Network in order to apply proven approaches that support the infrastructure resilience planning and implementation capacity of state, local, tribal, and territorial governments to plan, invest and maintain infrastructure systems for critical services through partnerships with universities and associations.
- e) **Advancing Social Equity in Disaster Resilience Supplemental:** The approved carryover includes **\$50,150** to enable CRC to implement the "Freedom" proposal, conducting research that aims to better understand the needs of marginalized communities as well as barriers associated with communities' access to federal and other means of disaster resilience support.

COOPERATIVE AGREEMENT TERMS AND CONDITIONS
GRANTS AND FINANCIAL ASSISTANCE DIVISION (GFAD)

In addition to the DHS Standard Terms and Conditions as outlined here: [DHS standard terms and conditions](#), the following Terms and Conditions apply specifically to this award as administered by the Grants and Financial Assistance Division (GFAD):

ARTICLE I. FEDERAL ADMINISTRATIVE TERMS AND CONDITIONS

A. AWARD SPECIFIC TERMS AND CONDITIONS AND/OR RESTRICTIONS

-This award does not include any award specific Terms and Conditions.

B. PROGRAM SPECIFIC TERMS AND CONDITIONS

-This award does not include any program specific Terms and Conditions.

C. DHS SUBSTANTIAL PROGRAMMATIC INVOLVEMENT

* The existing terms and conditions remain unchanged.

ARTICLE II. GENERAL TERMS AND CONDITIONS

A. APPLICABILITY

1. General. The terms and conditions set forth in this document and elsewhere in the Federal Award package will apply to all budget periods for the Federal Award.
2. Post- Award Changes . DHS may revise terms and conditions in this document and other parts of the Federal Award package if it determines that there was an error in the package or otherwise determines that an administrative change must be made to the package. DHS will notify the Recipient in writing of the change and provide an updated Federal Award package document. Once notification occurs, any subsequent drawdown will indicate Recipient acceptance of the changes to the Federal Award.
3. Continuation Awards . If the Federal Award includes more than one budget period, DHS may revise the terms and conditions in this document or elsewhere in the award package when awarding continuation funding and approving an additional budget period. DHS will notify the Recipient of these changes and the Recipient, by applying for continuation award funding, agrees to comply with the revisions, should it receive a continuation award. These revisions would apply only to that budget period and future budget periods and would not apply retroactively to previous budget periods.
4. Applicability of DHS Standard Terms and Conditions to Tribes . The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

B. AMENDMENTS AND REVISIONS

.. The Recipient is required to report deviations from the approved budget and request prior approvals from DHS for budget and program revisions for the Federal Award in accordance with 2 C.F.R. § 200.308. This Federal Award is a [construction/non-construction] award for the purposes of applying the prior approval requirements. Scope or objective changes are generally not permitted unless authorized by law; Recipients should contact DHS with questions about changes to scope or objectives.

2. DHS does not waive any prior approval requirements pursuant to 2 C.F.R. § 200.308(e).
3. For non-construction work under awards where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), per 2 C.F.R. § 200.308(f), the Recipient must obtain prior written approval from DHS for transfers of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total approved budget.
4. The Recipient must obtain prior written approval from DHS for transfers of funds from direct costs to the indirect costs object class or vice versa.
5. The Recipient must obtain prior written approval from DHS before making any fund or budget transfers between construction and non-construction work.

C. PRIOR APPROVAL REQUIRED

The Recipient shall not, without the prior written approval of the DHS, request reimbursement, incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities prior to the approved Budget Period.

D. PERIOD OF PERFORMANCE

A. Period of Performance

1. The Budget Period shall be for a period of 12 months. If applicable, the approval by DHS of subsequent budget periods under the federal award are subject to the availability of funds, program authority, satisfactory performance, compliance with the terms and conditions of the federal award, and a determination that a subsequent budget period is in the best interests of the federal government.
2. If applicable, The Recipient must request prior approval to carry over unobligated balances from one budget period to the following budget period.

B. Period of Performance Extension Request

1. Extensions to the Period of Performance can only be authorized in writing by the DHS Grants Officer.
2. The extension request shall be submitted to the DHS Grants Officer sixty (60) days prior to the expiration date of the performance period.
3. Requests for time extensions to the Period of Performance will be considered, but will not be granted automatically, and must be supported by adequate justification to be processed. The justification is a written explanation of the reason(s) for the delay; an outline of remaining resources/funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the project. Extension requests shall not be processed without up- to-date performance and financial status reports and adequate justification.
4. DHS has no obligation to provide additional resources/funding due to an extension.

E. CLOSEOUT REPORTING PERIOD

Per 2 C.F.R. § 200.344(a), the Recipient has 120 calendar days after the end of the period of performance to submit all final financial, performance, and other reports required by the terms and conditions of this award.

F. LIQUIDATION PERIOD

Per 2 C.F.R. § 200.344(b), the Recipient has 120 calendar days after the end of the period of performance to liquidate all obligations incurred under this award.

G. FINANCIAL REPORTS

1. Quarterly Federal Financial Reports – The Recipient shall submit a Federal Financial Report (SF-425) into the Grant Solutions system no later than thirty (30) days after the end of the budget period end date. Reports are due on PLEASE SEE THE NOTICE OF AWARD. The report shall be submitted via Grant Solutions using the guidance found here: [Grant Solutions Federal Financial Report](#)
2. Final Federal Financial Report – The Recipient shall submit a Federal Financial Report (SF-425) into the Grant- Solutions system no later than 120 days after the end of the Project Period end date. The report shall be submitted via Grant Solutions using the guidance found here: [Grant Solutions Federal Financial Report](#)

H. PERFORMANCE REPORTS

1. Semi-Annual Performance Reports – The Recipient shall submit performance reports into the GrantSolutions system no later than thirty (30) days after the end of the reporting period end date. Reports are due on PLEASE SEE THE NOTICE OF AWARD. The report shall be submitted via [www.GrantSolutions.gov](#) using the guidance found here: [Grant Solutions Performance Progress Report](#).
2. Performance Report Content (non-construction):

The performance reports must contain the following information. If the Recipient considers any of the following information to be proprietary, the Recipient must identify the beginning that information with ****Begin Proprietary Information**** and the end of the information with ****End Proprietary Information****.

- Description relating financial data and accomplishments to performance goals and objectives of the Federal Award.
- A comparison of actual accomplishments to the objectives of the Federal Award established for the reporting period.
- If applicable, the reasons why established goals were not met.
- Analysis and explanation of cost overruns or high unit costs.
- Any additional pertinent information as determined by the program.

3. Performance Report Content (construction):

The performance report must contain the following information. If the Recipient considers any of the following information to be proprietary, the Recipient must identify the beginning that information with ****Begin Proprietary Information**** and the end of the information with ****End Proprietary Information****.

- Certified completion of construction data.
- Any additional pertinent information as determined by the program.

Final Performance Report – the Recipient shall submit the Final Performance Report into the GrantSolutions system no later than 120 days after the expiration of the Project Period. The Final Performance Report shall be submitted using the guidance found here: [Grant Solutions Performance Progress Report](#).

I. PAYMENT

A. Federal Payment

1. Payments - General

DHS makes funds available for drawdown by the Recipient in the U.S. Department of Health and Human Services Payment Management System ("PMS"). The Recipient will submit payment requests under the Federal Award through PMS and PMS will deposit payments through electronic funds transfer to the Recipient's bank.

2. Payment Method

DHS will pay the Recipient in advance pursuant to 2 C.F.R. § 200.305(b)(1). Under this method, the Recipient's payment requests submitted to PMS must be limited to the minimum amounts needed and be timed in accordance with its actual, immediate cash requirements in carrying out the scope of work under the Federal Award. The timing and amount of advance payments must be as close as is administratively feasible to the Recipient's actual disbursements for direct costs and proportionate share of indirect costs and must not be held for more than three business days before the funds are disbursed. The Recipient must disburse any funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments. When these requirements are not met, the Recipient will be required to be on a reimbursement for costs incurred method.

3. Property Interest

The Recipient and any subrecipients have no property interest in the funds made available by DHS in the Recipient's PMS account. At any time during or after the period of performance of the Federal Award, DHS may adjust the amounts available in Recipient's PMS account due to amendments to the Federal Award, partial or full terminations, closeouts, or other reasons.

J. INDIRECT COSTS

2 C.F.R. § 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by DHS and included in the award file.

K. TANGIBLE PERSONAL PROPERTY (EQUIPMENT)

1. The Recipient must provide a property report for all equipment acquired under the Federal Award with a current per unit fair market value of \$10,000 or more when it submits the final performance report for the Federal Award. The Recipient will submit the property report using the Standard Form (SF)-428 (Tangible Personal Property Report). The SF-428 must include an attached document providing the description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number (FAIN)), who holds title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the Federal Award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. DHS reserves the right to direct the Recipient to transfer title to the equipment to the Federal Government or to an eligible third party. If DHS informs the Recipient that it will exercise this right, then the Recipient—when submitting the final property report in paragraph D.2—will also submit a SF-428-B (Final Report) requesting disposition instructions.
3. If DHS does not exercise the right to direct the Recipient to transfer title to the equipment to the Federal Government or an eligible third party, the Recipient must request disposition instructions from DHS when original or replacement equipment acquired under the Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency. The Recipient will submit a disposition request using the SF-428 (Tangible Personal Property Report) and SF-428-C (Disposition Request/Report).

L. ACCESS TO AND RETENTION OF RECORDS.

DHS, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives have the right of access to any documents, papers, or other records of the Recipient and subrecipients as well as their contractors and subcontractors pertaining to the Federal Award to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the personnel of the Recipient, any subrecipients, contractors of the Recipient or subrecipient, and subcontractors to those contractors.

The Recipient must include in any prime contract the requirement for the prime contractor to provide access to records to DHS, Inspectors General, the Comptroller General of the United States, and any of their authorized representatives and must require the prime

contractor to place this same requirement in all subcontracts. The Recipient must also include in any subaward the requirement for the subrecipient to provide access to records to DHS, Inspectors General, the Comptroller General of the United States, require the subrecipient to place this requirement in all prime contracts, and require the subrecipient to require a prime contractor to include this requirement in all subcontracts.

The Recipient and subrecipients as well as their contractors and subcontractors shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Award for a period of three years from the date of submission of the final expenditure report.

M. ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION REVIEW (EHP)

DHS funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the DHS EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for DHS's EHP process is available at [DHS Compliance with the National Environmental Policy Act | Homeland Security](#). Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their Grants Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS.

N. COMPLIANCE WITH U.S. EXPORT CONTROLS

Activities performed by the Recipient and any Recipient institution under this Award may or may not be subject to U.S. export control regulations. The Recipient and any Recipient institution shall conduct all such activities, to include any and all DHS-funded research and development, acquisitions, and collaborations in full compliance with all U.S. export controls—to include but not limited to the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the Office of Foreign Assets Control (OFAC) Regulations. The Recipient and any Recipient institution will ensure that all legal requirements for compliance with U.S. export controls are met prior to transferring commodities, technologies, technical data, or other controlled information to a non-U.S. person or entity.

O. PATENT RIGHTS AND DATA RIGHTS

Patent rights

The Recipient is subject to applicable regulations governing patents and inventions, including government-wide regulations, 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

Invention Disclosure and Related Requirements

The clause at 37 CFR 401.14, "Standard Patent Rights Clauses," is incorporated by reference herein. 37 CFR 401.14(c)(1) requires the disclosure of each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Under 35 U.S.C. 201(d), an invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the U.S. Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act. Invention disclosure statements shall be made by creating an invention record using the Interagency Edison system website at: <http://www.iedison.gov>.

Rights to Copyrighted Work

The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the award. The Recipient grants the Government a royalty free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

Data rights

1. General Requirements:

The Government has the right to:

- a. Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- b. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Data means recorded information, regardless of form or the media on which it may be recorded.

2. Additional requirements for this Award.

- a. Requirement: If the Government believes that it needs additional research data that was produced under this Award, the Government may request the research data and the Recipient agrees to provide the research data within a reasonable time.
- b. Applicability: The requirement in paragraph 2.a of this section applies to any research data that are:
 1. Produced under this Award, either as a Recipient or sub-recipient;
 2. Published, which occurs either when:
 - a. The research data is published in a peer-reviewed scientific or technical journal; or
 - b. DHS publicly and officially cites the research data in support of an agency action that has the force and effect of law.

3. Requirements for sub-awards: The Recipient agrees to include in any sub-award made under this Agreement the requirements of this award term (Patent Rights and Data Rights) and the DHS Standard Terms and Conditions award term (Copyright).

P. SITE VISITS

DHS, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives may make site visits as warranted by Program needs to the Recipient and subrecipients as well as their contractors and subcontractors pursuant to 2 C.F.R. § 200.329(f). The Recipient must include in any prime contract the requirement for the prime contractor to provide access to DHS for site visits and require the prime contractor to place this same requirement in all subcontracts. The Recipient must also include in any subaward the requirement for the subrecipient to provide access to DHS for site visits, requirement for the subrecipient to place this requirement in all prime contracts, and requirement for the subrecipient to require a prime contractor to include this requirement in all subcontracts.

Q. TRAVEL

The Recipient must obtain prior written DHS approval before using Federal Award funding for foreign travel of the Recipient, subrecipient, or their contractors or subcontractors. A request for approval must identify the traveler, purpose of the travel, destination(s), duration of travel, and estimated travel costs. The Recipient must submit any foreign travel request at least 60 days before the travel commences.

R. PUBLICATIONS

1. The Recipient may not publish or make publicly available articles and other documents produced under or as a result of the Federal Award that contain CUI, export-controlled information, and/or sensitive information designated by DHS without express written authorization from DHS. For articles and other documents produced under or as a result of the Federal Award that do not contain CUI, export-controlled information, or sensitive information, the Recipient may publish these articles and other documents and/or make them publicly available in journals, books, trade publications, websites, or other media. The rights of DHS in any articles or documents are set forth in 2 C.F.R. § 200.315.
2. The Recipient must include the following marking on any article or similar document produced under or as a result of the Federal Award:

"This document is based upon work supported by the U.S. Department of Homeland Security under *[insert Grant/Cooperative Agreement number]*. The views and conclusions expressed in this document are those of the authors and do not necessarily represent the views of the U.S. Department of Homeland Security or the United States."

S. TERMINATION PROVISIONS

1. General. The regulations at 2 C.F.R. §§ 200.340-343 set forth the administrative requirements concerning the termination of federal awards. Termination means the ending of a federal award, in whole or in part, at any time before the planned end of the period of performance. As required by 2 C.F.R. § 200.340(b), the purpose of this term and condition is to specify termination provisions applicable to the federal award in addition to those set forth in the regulations.
2. Termination by DHS. The regulation at 2 C.F.R. § 200.340(a) provides that DHS may unilaterally terminate the federal award in whole or part if the Recipient fails to comply with the terms and conditions of the federal award and when, to the greatest extent authorized by law, the federal award no longer effectuates the program goals or agency priorities. When terminating a federal award, the DHS will promptly notify the Recipient in writing via email of the termination that will set forth the reasons for the termination and the effective date of the termination. A Recipient may object and provide written information and documentation challenging the termination electronically via email to DHS within 30 days of receiving the termination notice. The termination notice may provide additional procedures for submitting an objection to the termination.
3. Termination with Consent. The regulation at 2 C.F.R. § 200.340(a) provides that DHS may terminate the federal award in whole or in part with the consent of the Recipient. In that case, DHS will work with the Recipient to identify mutually agreed upon termination conditions including the effective date, and, in the case of partial termination, the portion to be terminated. DHS will provide to the Recipient for concurrence a draft termination notice setting forth the agreed upon termination conditions and, following the Recipient's written concurrence, DHS will issue the final termination notice.
4. Termination by Recipient. The regulation at 2 C.F.R. § 200.340(a) provides that the Recipient may unilaterally terminate the federal award in whole or in part by sending DHS written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if DHS determines in the case of partial termination that the reduced or modified portion of the federal award will not accomplish the purposes for which DHS made the federal award, DHS will provide written notice to the Recipient of the possibility that DHS will terminate the entire federal award and provide the Recipient with the opportunity to withdraw its partial termination request. If the Recipient does not withdraw its request for partial termination within 30 days of receiving the written notice, DHS will initiate procedures to terminate the entire federal award for cause following the procedures in paragraph I.B.2.
5. Costs Incurred After Termination. The regulation at 2 C.F.R. § 200.343 provides that the cost to the Recipient resulting from financial obligations incurred by the Recipient after termination are not allowable unless the federal awarding agency expressly authorizes them in the notice of termination or subsequently authorizes them. This general prohibition does not apply where costs result from financial obligations properly incurred by the Recipient before the termination and are not in anticipation of termination and those costs would otherwise be allowable if the federal award has expired normally at the end of the period of performance. The regulation at 2 C.F.R. § 200.472 sets forth the potentially allowable costs following termination. The allowability of these costs is the same for all types of terminations and do not vary whether DHS unilaterally terminates a federal award, DHS terminates a federal award with consent, or the Recipient unilaterally terminates the federal award. The Recipient should contact DHS in cases where it seeks authorization of costs incurred following the termination of a federal award.

T. MONETARY DAMAGES

Monetary damages are not available to the Recipient in the event of a breach of the grant or cooperative agreement by DHS, such that the United States Court of Federal Claims does not have jurisdiction to render judgment upon any claim against the United States arising under the grant or cooperative agreement under 28 U.S.C. § 1491(a).

U. STANDARD OF REVIEW

The scope of any judicial review for a DHS actions, findings, and conclusions under this cooperative agreement is limited to the standard of review under the Administrative Procedures Act, 5 U.S.C. § 706.

V. GOVERNING PROVISIONS

The following are incorporated into this Award by this reference:

31 C.F.R.205	Rules and Procedures for Funds Transfers
2 CFR Part 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Application	Grant Application and Assurances dated 8/21/2024 as revised 8/21/2024