

1. DATE ISSUED MM/DD/YYYY 04/17/2024		1a. SUPERSEDES AWARD NOTICE dated 07/20/2023 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 97.108 - Cooperative Agreements			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. 21STFRG00018-01-03 Formerly		5. TYPE OF AWARD Other	
4a. FAIN 21STFRG00018		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 09/27/2021		Through 12/31/2024	
7. BUDGET PERIOD MM/DD/YYYY From 09/27/2021		Through 12/31/2024	
8. TITLE OF PROJECT (OR PROGRAM) Insider threats in US law enforcement: Assessing the personal and environmental risk factors from white supremacist and far-right groups			

Department of Homeland Security

DHS Grants and Financial Assistance Division (GFAD)

301 7th Street, SW, RM 3051  
Mail Stop 0115  
Washington, DC 20528

**NOTICE OF AWARD**  
AUTHORIZATION (Legislation/Regulations)  
P. L. 114-4, Department of Homeland Security Appropriations Act, 2015,  
Title IV, Science and Technology, Research, Development, Acquisition

9a. GRANTEE NAME AND ADDRESS UNIVERSITY OF MASSACHUSETTS 600 Suffolk St Ste 212 OFFICE OF RESEARCH ADMINISTRATION Lowell, MA 01854-3643	9b. GRANTEE PROJECT DIRECTOR [REDACTED] 600 Suffolk St Ste 415 Lowell, MA 01854-3643 [REDACTED]
10a. GRANTEE AUTHORIZING OFFICIAL [REDACTED] 600 Suffolk St Ste 415 Lowell, MA 01854-3643 [REDACTED]	10b. FEDERAL PROJECT OFFICER [REDACTED] 7th And D Street SW Washington, DC 20407-0001 [REDACTED]

ALL AMOUNTS ARE SHOWN IN USD

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) 374,640.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	177,774.00	c. Less Cumulative Prior Award(s) This Budget Period 278,784.00	
b. Fringe Benefits	19,641.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 95,856.00	
c. Total Personnel Costs	197,415.00	13. Total Federal Funds Awarded to Date for Project Period 374,640.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	2,000.00	YEAR	TOTAL DIRECT COSTS
f. Travel	17,136.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	31,500.00	c. 4	f. 7
i. Contractual	0.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	248,051.00	a. DEDUCTION	
k. INDIRECT COSTS	126,589.00	b. ADDITIONAL COSTS	
I. TOTAL APPROVED BUDGET 374,640.00		c. MATCHING	
m. Federal Share	374,640.00	d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share	0.00	e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING 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.	

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

This award approves supplemental funding in the amount of 95,856.00 and extends the award until 12/31/2024.

GRANTS MANAGEMENT OFFICIAL:

[REDACTED]  
7th and D Street SW  
Washington DC , DC 20407  
[REDACTED]

17.OBJ CLASS 4100	18a. VENDOR CODE 1043167352	18b. EIN 043167352	19a. UEI LTNVSTJ3R6D5	19b. DUNS 956072490	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. F35F70350803	b. STFRG00018A	c. FRG1	d. \$45,506.60	e.	
22. a. F24E70240803	b. STFRG00018A	c. FRG1	d. \$50,349.40	e.	
23. a.	b.	c.	d.	e.	

## NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 04/17/2024
GRANT NO. 21STFRG00018-01-03	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/27/2021	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	Final	03/31/2025

# AWARD ATTACHMENTS

UNIVERSITY OF MASSACHUSETTS

21STFRG00018-01-03

---

1. Supplemental Award Letter
2. FY 2024 DHS Terms and Conditions Version 3 Dated April 4 2024\_
3. GFAD FY 24 TERMS AND CONDITIONS



April 17, 2024

RE: Agreement Number: 21STFRG00018

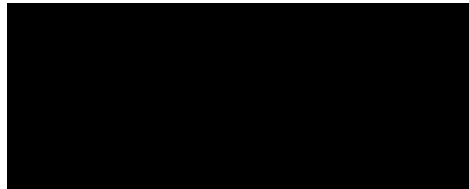
[REDACTED]  
Director, Grants and Contracts  
University of Massachusetts Lowell  
600 Suffolk Street, 2nd Floor - Suite 212:  
Lowell, Massachusetts 01854-3643

Dear [REDACTED]

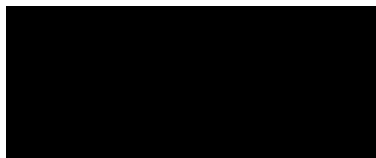
The Department of Homeland Security (DHS) has approved your Supplemental Application in the amount of \$95,856.00. You have also been approved for a no-cost extension until December 31, 2024. Your previous Terms and Conditions remain in effect.

If you have questions concerning this award, please contact the appropriate DHS official listed below.

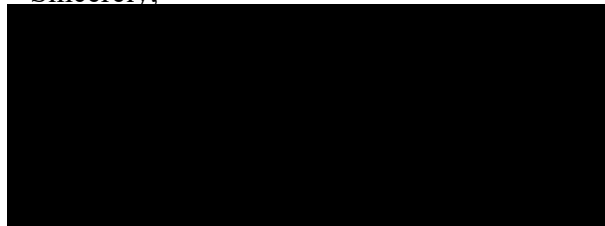
Program/Technical matters



Grant/Fiscal related matters



Sincerely,



Grants Officer Team Lead  
Grants and Financial Assistance Division  
Office of Procurement Operations  
Office of the Chief Procurement Officer

Enclosures

Award

Terms and Conditions

Co



# FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

## **A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

## **B. General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.**

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **C. Standard Terms & Conditions**

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

### **II. Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

## VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

## VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

## IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

## XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

## XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.



# FY 2024 DHS STANDARD TERMS AND CONDITIONS

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list), <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

## XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

## XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## XXX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

## XXXI. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

## XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

## *Definitions*

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

## XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

# FY 2024 DHS STANDARD TERMS AND CONDITIONS

## XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

## XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

## XXXVI. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

## XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

## XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

## XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

**GRANT 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**

The DHS S&T Program Manager (PM) requires grantees to manage and monitor each program, project, sub-award, function, or activity supported by the award through the use of monthly Quad charts and monthly progress reports (templates to be provided by the government). The submission of monthly Quad charts and monthly performance reports will facilitate the government's ability to make recommendations and suggestions to ensure that needs and operational requirements of the targeted communities of this award are being met. All technical plans and reports will be reviewed to ensure the highest scientific standards by the DHS S&T Technical Director for this project.

**Monthly Quad Charts and Monthly Progress Reports**

These progress reports shall include a summary of the accomplishments and activities, progress toward meeting milestones and deliverables including percentage complete, planned activities for the next reporting period, and identified risks or issues encountered.

Monthly Quad Chart Progress Report - will detail the activities of the reporting period, including the following at a minimum:

1. List of Work Plan Task's schedule, milestones and deliverables;
2. Summary of technical progress including significant technical information mapped to the task schedule;
3. Past two (4) week accomplishments, projected accomplishments subsequent four (4) weeks and a 30-60 day anticipated activities;
4. Unanticipated technical or management risks or issues;
5. Steps taken to resolve risks or issues;
6. Recommendations for resolution of risks or issues; and
7. Real or estimated impact to schedule, budget and milestone deliverables.

Monthly Financial Status Report - will detail the activities of the reporting period, including the following at a minimum:

1. A breakdown of costs incurred during the period, mapped to the categories of funding in the executed contract, including all direct and indirect labor, other direct, subcontract, other indirect, and travel costs;
2. A cumulative accounting of total costs by cost element versus budget cost to date;
3. Projection of the estimated cost and budget for the project to completion;
4. Estimated percentage of physical completion of the contract; and
5. Equipment inventory (if applicable)

Monthly Technical Status Reports - will detail the activities of the reporting period, including the following at a minimum:

1. List of Work Plan task schedule, milestones and deliverables;
2. Summary of technical progress including significant technical information mapped to the task schedule;
3. Summary of important meetings, briefings, or conferences that occurred during the reporting period or are anticipated for the future;
4. Unanticipated technical or management risks or issues;
5. Steps taken to resolve risks or issues;
6. Recommendations for resolution of risks or issues; and
7. Real or estimated impact to schedule, budget and milestone deliverables.

**B. PROGRAM SPECIFIC TERMS AND CONDITIONS**

**REGULATORY REQUIREMENTS FOR RESEARCH INVOLVING HUMAN SUBJECTS**

The Recipient and any Recipient institutions shall conduct all Research Involving Human Subjects in compliance with the requirements set forth in 6 C.F.R. 46 and 45 C.F.R. 46, Subparts B-E, DHS Directive 026-04, Protection of Human Subjects, and DHS Instruction 026-04-001, Ensuring Human Subjects Research Compliance, prior to initiating any work with human subjects under this Award. Each Recipient and any Recipient institutions planning to perform research involving human subjects under this Award must submit, through the DHS Program Manager, the documentation outlined in this section for CAPO review.

1. Requirements for Research Involving Human Subjects. Each facility conducting research involving human subjects under this Award is required to have a project-specific Certification Letter, a determination memo, or a memo of concurrence with an IRB's research or exemption determination issued by the CAPO. Each Recipient must submit the following documentation to the CAPO for compliance review and clearance prior to initiating research involving human subjects under this Award:
  - a. Research protocol, as approved by an Institutional Review Board (IRB), for any human subjects research work to be conducted

under this Award;

- b. IRB approval letter or notification of exemption (see additional information below on exemption determinations), for any human subjects research work to be conducted under this Award. Ensure that the level of risk, review type, and if applicable, the review category is included in the IRB approval memo;
- c. IRB-approved informed consent document(s) or IRB acknowledgement of a waiver or alteration of informed consent for projects involving human subjects research under this Award;
- d. Any applicable IRB-approved surveys/questionnaires and recruitment materials;
- e. Federal-wide Assurance (FWA) number from the Dept of Health and Human Services (DHHS) Office for Human Research Protections (OHRP) for all Recipient institutions (including Sub-recipients) engaged in human subjects research under this Award;
- f. IRB registry number for the IRB of Record (IRB0000XXXX) and the IRB Panel Number (if reviewed by the full board);
- g. The DHS-approved Statement of Work (SOW) or Workplan; and
- h. DHS CAPO's Cover Sheet and Document Checklist.

Exemptions for Research Involving Human Subjects. Exemption determinations for human subject research to be conducted under this Award should only be made by authorized representatives of (1) an OHRP-registered IRB, or equivalent, or (2) DHS CAPO. Exemption determinations made by an OHRP-registered IRB, or equivalent, should be submitted to the CAPO for review and concurrence. Program managers, principal investigators, research staff, and other DHS or institutional personnel should not independently make exemption determinations in the absence of an IRB or CAPO review. DHS program managers (or institutions that do not have their own IRB conducting human subjects' research under this Award) seeking an exemption determination from the CAPO should submit a request to [HSRCompliance@hq.dhs.gov](mailto:HSRCompliance@hq.dhs.gov) that includes the following:

- a. Research protocol or detailed description of planned activities to be conducted under this Award;
- b. A complete CAPO Human Subjects Research Determination Request Form (HDRF);
- c. The DHS-approved Statement of Work (SOW) or Workplan;
- d. Any applicable informed consent document(s);
- e. Any applicable surveys/questionnaires and recruitment materials; and
- f. Identification of the exemption category that applies to the project(s) to be conducted under this Award and explanation of why the proposed research meets the requirements for that category of exemption

All documentation, as well as any questions or concerns regarding the requirements referenced above, should be submitted to the CAPO at [HSRCompliance@hq.dhs.gov](mailto:HSRCompliance@hq.dhs.gov). The submitted documentation will be retained by the CAPO and used to conduct a regulatory compliance assessment. Additional documentation and/or information may be required in some cases to complete this assessment. The Recipient must provide this documentation and information upon request. All compliance issues or concerns raised by the CAPO must be addressed in writing and resolved before a certification letter, determination memo, or memo of concurrence is issued and prior to initiation of any activities involving human volunteers under this Award. The CAPO will review all submitted materials and provide written confirmation to the DHS Program Manager and the Recipient once all documentation requirements have been met.

The Recipient and any Recipient institution shall submit updated documentation regarding ongoing research involving human subjects, as available and prior to the expiration of previous approvals. Such documentation includes protocol modifications, IRB renewals for ongoing research protocols ("Continuing Reviews"), reportable events, and notifications of study completion.

The Recipient must promptly report the following to the CAPO, along with any corrective actions taken: (1) any serious or continuing noncompliance with human subjects research regulations and policies adopted by DHS (as referenced above); and (2) suspension, termination, or revocation of IRB approval of any human subjects research activities conducted under this Award.

Foreign Contractors/Collaborators and U.S. Institutions with Foreign Subcomponents. Foreign organizations (including direct Contractors, Subcontractors, Grant Recipients, Sub-recipients, and subcomponents or collaborating partners to U.S. Recipients) are subject to all DHS and CAPO requirements for research involving human subjects. All entities involved in activities under this Award must comply with applicable national and regional/local regulations, and standards and guidelines equivalent to those described for U.S. institutions; e.g., 6 C.F.R. 46 and 45 C.F.R. § 46, Subparts B-E, as applicable. The CAPO will evaluate compliance measures for these institutions on a case-by-case basis to determine their sufficiency. The Recipient must not initiate nor provide funds for the conduct of work involving human subjects at foreign institutions under this Contract without formal written approval from the CAP

## **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

1. 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. § [200.343(a) [for awards made before 11/12/20] or 200.344(a) [for awards made on/after 11/12/20]], the Recipient has [90 [for awards made before 11/12/20] or 120 [for awards made on/after 11/12/20]] 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. § [200.343(b) [for awards made before 11/12/20] or 200.344(b) [for awards made on/after 11/12/20]], the recipient has [90 [for awards made before 11/12/20] or 120 [for awards made on/after 11/12/20]] 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 GrantSolutions system no later than thirty (30) days after the end of the budget period end date. Reports are due on 1/30, 4/30, 7/30, and 10/30. 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. 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 12/18/2024. 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\*\*\*\*.

- i. Description relating financial data and accomplishments to performance goals and objectives of the Federal Award.

- ii. A comparison of actual accomplishments to the objectives of the Federal Award established for the reporting period.
- iii. If applicable, the reasons why established goals were not met.
- iv. Analysis and explanation of cost overruns or high unit costs.
- v. 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\*\*\*\*.

- i. Certified completion of construction data.
- ii. 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

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 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 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.