FILL IN PORTIONS ARE HIGHLIGHTED IN YELLOW. Guidance is in blue text. Delete/Complete, as appropriate, before distributing to recipient.

**CALIFORNIAN COOPERATIVE ECOSYSTEM STUDIES UNIT**

**Cooperative Agreement** [FBMS will assign agreement number, Contracting will insert]

Between the

United States Department of the Interior

National Park Service

And the

[INSERT THE NAME OF THE RECIPIENT]

DUNS No.: XXXXXXXXX

Address

City/State/Zip

CFDA: 15.945, Cooperative Research and Training Programs – Resources of the National Park System (CESU)

Project Title: Insert title here

Amount of Federal Funds Obligated: $fill in

Total Amount of Award: $XXX *[Funding, including Recipient Cost Share, if applicable]*

Period of Performance: MM/DD/YYYY – MM/DD/YYYY *[Should be consistent with Article IV—Term of Agreement]*

This Cooperative Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS) and the insert recipient name here (acroynm, or Recipient) for the purpose of mutual assistance in conducting a project titled “insert title here.” This Agreement is an individual funding document issued in accordance with Article II.D.4. of the Californian Cooperative Ecosystem Studies Unit Cooperative and Joint Venture Agreement, P13AC00676. Unless otherwise provided herein, the terms and conditions as stated in P13AC00676 are hereby incorporated by reference and apply to this Agreement.

# ARTICLE I – BACKGROUND AND OBJECTIVES *Article I is usually approximately 1-2 pages. May be over if deemed necessary.*

## Background

* *In this section, include pertinent information that will allow a reader unfamiliar with your project to understand the reason(s) for the proposed work and a brief statement of what it is you intend to do, who will collaborate to accomplish the work and what the general expected outcomes are. Also present any specialized technical or subject-matter information necessary to understand the project, using language targeted to a professional outside this particular field of study.*
* *If appropriate, reference an attached proposal or work plan. Note that such an attachment will only be informational. Any terms and conditions in an attached document that might be important for enforcement should be included in the body of the Cooperative Agreement.*

## Objectives

Investigators from the acronym of recipient and NPS staff will collaborate to accomplish the following specific objectives:

* *These objectives may be numbered, bulleted, or paragraph form, whichever is preferred. If numbering, please use Word’s auto-numbering feature to generate the numbers.*
* *If the project will or may have multiple phases that will be added through modifications, state this here. If possible, draft project objectives so they won’t need to be updated in future modifications. For example:*
  + *This project will be conducted in multiple phases. Phase 1 objectives are xxxx. Phase 2 objectives are xxxx. (Phase 3 …) This agreement initially funds Phase 1 work, but may be modified to add future phases, subject to the availability of funding and satisfactory progress of project work. See Attachment I, Original Proposal, for further description of planned future phases. If not funded from the outset, it must also be noted that future phases are subject to the availability of funding.*
* *If you cannot state objectives for future phases yet, consider numbering your initial objectives or qualifying that they apply to Phase 1. That way, if you have future phases, you can simply append additional objectives rather than have to rewrite the entire Objectives section.*
* *If Notice of Intent (NOI) needed, the language or information in this subsection can be pasted into the “Statement of Joint Objectives/Project Management Plan” section of the NOI.*

## Public Purpose

* *Provide a short paragraph describing the public purpose of the project. Use the following questions to craft a statement specific to your project:*
* *How will the public benefit from this project?*
* *Who in the public will indirectly benefit from this project?*
* *How does this project fall under the CESU program’s statutory authority, which authorizes cooperative agreements “for the public purpose of developing adequate, coordinated, cooperative research and training programs concerning the resources of the National Park Service”?*
* *You can paste the Public Purpose section of the IAGP here, assuming you addressed the above questions when writing your IAGP.*

# ARTICLE II – LEGAL AUTHORITY

Pursuant to 54 USC 101702(b), to facilitate the administration of the System, the Secretary, under such terms and conditions as the Secretary may consider advisable, may—(A) enter into cooperative agreements with public or private educational institutions, States, and political subdivisions of States to develop adequate, coordinated, cooperative research and training programs concerning the resources of the System; and (B) pursuant to an agreement, accept from and make available to the cooperator technical and support staff, financial assistance for mutually agreed upon research projects, supplies and equipment, facilities, and administrative services relating to cooperative research units that the Secretary considers appropriate. This subsection does not waive any requirements for research projects that are subject to Federal procurement regulations.

# ARTICLE III – STATEMENT OF WORK

## The acronym of recipient will:

1. Collaboratively undertake a (study, project, etc.) titled “Insert title here” as described throughout this Agreement.
2. Appoint NAME, title, as Principal Investigator (PI).
3. Add statement here if recipient will hire or appoint other staff or students to the project (list names if available).
4. Utilize the methods and processes as outlined in Attachment I: Methodology in conducting the project.
5. List and describe each task the recipient will perform, expanding this numbered list as needed (please continue using auto-numbering)

* *Include the following three items in all CAs (these generally make more sense when placed towards the end of this list):*

1. Cooperate with the NPS Agreement Technical Representative (ATR) to ensure that the conduct of the project complies with “Quality Control of Scientific and Other Scholarly Products in the Pacific West Region.”
2. Ensure that reports and other formal materials (including publications and presentations) resulting from this collaborative project acknowledge the NPS and that the project was conducted through the Californian Cooperative Ecosystem Studies Unit, and reference this Cooperative Agreement number.
3. Upon request of the NPS, obtain digital photographs with captions of project activities and make these available to the NPS Californian CESU Senior Science Advisor and others for use in presentations and reports.

## The NPS will:

1. Collaboratively undertake a (study, project, etc.) titled “Insert title here” as described throughout this Agreement.
2. Provide financial assistance to the acronym of recipient as provided in Article VI. The budget, included as Attachment A, is incorporated in this Agreement.
3. Assign Name and title as ATR.
4. *Include names of project manager and other project participants as needed here.*
5. List and describe each task the NPS will perform, expanding this numbered list as needed.

* *Include the following items in all CAs:*

1. Cooperate with the acronym of recipient PI to ensure that the conduct of the project complies with “Quality Control of Scientific and Other Scholarly Products in the Pacific West Region.” The ATR (or designee) is the administrative reviewer for this project.
2. Ensure that reports and other formal materials (including publications and presentations) resulting from this collaborative project acknowledge the acronym of recipient and that the project was conducted through the Californian Cooperative Ecosystem Studies Unit, and reference this Cooperative Agreement number.

# ARTICLE IV – TERM OF AGREEMENT

This Agreement will become effective on September 1, 2018 (Effective Date) through November 15, 2019 (Expiration Date), unless terminated earlier per Article X. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

# ARTICLE V – KEY OFFICIALS

## Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

### For the NPS:

1. ATR:

Name and Title

Address

Phone:

Fax:

Email:

1. Awarding Officer:

Jason, Will or Lilette as assigned on IAGP

Financial Assistance Officer

National Park Service

Pacific West Regional Office

333 Bush St Ste 500

San Francisco CA 94104-2806

Phone: (415) 623-xxxx

Email: xxxx@nps.gov

1. PM: *(if using one)*

Name and Title

Address

Phone:

Fax:

Email:

1. Project Participant: (if using)

Name and Title

Address

Phone:

Fax:

Email:

* *Only one person can be the ATR and that person must have a current certification. Certification records are kept in the ATR Spreadsheet on the WASO Financial Assistance website (URL: https://sites.google.com/a/nps.gov/in2-acquire-and-procure/financial-assistance/atr). There may be delays in processing if the named ATR does not have a current certification record.*
* *Other project participants can be named as key officials as well, but number each person (e.g. 1. ATR, 2. Awarding Officer, 3. Project Manager, 4. Project Participant…). Please list all NPS staff who will be substantially involved in the project.*

### For the acronym of the recipient:

1. PI:

Name

Address

Phone:

Fax:

Email:

1. Project Participant: *(if using additional recipient participants)*

Name

Address

Phone:

Fax:

Email:

## **Communications.** Acronym of recipient will address any communication regarding this Agreement to the ATR with a copy to the Awarding Officer. Communications that relate solely to technical matters may be sent only to the ATR.

## **Changes in Key Officials.** Neither the NPS nor Acronym of recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

# ARTICLE VI – AWARD AND PAYMENT

## NPS will provide financial assistance to Acronym of recipient in the amount of $xx,xxx.xx for the work described herein. Any award beyond the current fiscal year is subject to the availability of funds. The chargeable appropriation and funding source for this Agreement are as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Fiscal Year: | Cost Structure: | Fund Source: | Amount: |
| 2018 | WBS or acct # | E.g., ONPS | $xx,xxx.xx |
| 2018 | Insert lines if using multiple accts |  |  |

## Acronym of recipient shall request payment in accordance with the following:

1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury’s Automated Standard Application for Payments (ASAP) system.
2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the financial assistance recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that funds are dispersed for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be dispersed before requesting additional cash payments.
5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the financial assistance recipient.
6. **Supporting Documents for Agency Approval of Payments.** Additional supporting documentation and prior agency approval of payments may be required when/if a financial assistance recipient is determined to be “high risk” or has performance issues. If prior agency approval is in effect for an award, the ASAP system will notify the recipient when they submit a request for payment. The recipient must then notify the NPS Awarding Officer that a payment request has been submitted. The NPS Awarding Officer may request additional information from the recipient to support the payment prior to approving the release of funds, as deemed necessary. The recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

## The result of work under each phase of this Agreement is considered to be independently useful. The data obtained from one phase, however, may be utilized for future phases, subject to satisfaction with the data, desirability for additional data, and available funding. Any future phase would be added through the issuance of a written modification to this Agreement.

# ARTICLE VII – REPORTS, SCHEDULE AND DELIVERABLES/PROJECT PRODUCTS

## **Financial Reports.** The Acronym of recipient must submit Standard Form (SF) 425, “Federal Financial Report” (FFR), on an annual basis.

1. The FFRs may be submitted using one of the following methods:
   1. One original, mailed to: Contracting Division, National Park Service, Pacific West Regional Office, 333 Bush Street, Suite 500, San Francisco, CA 94104
   2. One scanned copy, emailed to: PWR\_Agreements@nps.gov
   3. Electronic submission through FedConnect
2. The recipient will report program outlays and program income on a cash or accrual basis.
3. The first interim FFR will be due in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **Award Performance Start Date** | **First Annual Interim Report End Date** | **First Annual Interim Report Due Date** |
| September 1, 2017 | September 30, 2018 | December 29, 2018 |

1. Subsequent interim FFRs are due 90 calendar days after the end of the reporting period, which ends on September 30.
2. The final FFRwill be submitted 90 calendar days after the end of the term of agreement, or upon termination. Transactions which occurred after the award expired will also be included in the final reports. These expenses shall include wrap-up activities incurred during the project period and where the transaction occurred after the award expired. Transactions for the entire award period will be included in this final report and will reflect the transactions for the entire award amount.

## **Performance Reports.** The recipient must submit performance reports on an annual basis.

1. The performance reports may be submitted using one of the following methods:
   1. One original, mailed to: Contracting Division, National Park Service, Pacific West Regional Office, 333 Bush Street, Suite 500, San Francisco, CA 94104
   2. One scanned copy, emailed to: PWR\_Agreements@nps.gov
   3. Electronic submission through FedConnect
2. The performance reports must detail the following, in accordance with [2 CFR 200.328](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=se2.1.200_1328&rgn=div8):
   1. A comparison of actual accomplishment to the objectives of the award established for the period;
   2. The reason why goals were not met, if appropriate; and
   3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
3. The first interim performance report will be due in accordance with the following table:

|  |  |  |
| --- | --- | --- |
| **Award Performance Start Date** | **First Annual Interim Report End Date** | **First Annual Interim Report Due Date** |
| September 1, 2017 | September 30, 2018 | December 29, 2018 |

1. Subsequent interim performance reports are due 90 calendar days after the end of the reporting period, which ends on September 30.
2. The final performance report will be submitted no later than 90 calendar days following the end of the term of agreement, or upon termination.

## The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with [2 CFR 200.333](https://www.ecfr.gov/cgi-bin/text-idx?SID=11f8cdc81792df71c75ae024afb04e13&mc=true&node=se2.1.200_1333&rgn=div8) and [2 CFR 200.336](https://www.ecfr.gov/cgi-bin/text-idx?SID=11f8cdc81792df71c75ae024afb04e13&mc=true&node=se2.1.200_1336&rgn=div8).

## **Schedule/Milestones/Dates**

1. *This section should be clearly thought out and written with enough detail so that an outsider could identify approximately where the project should be at any given time (e.g., directly in relation to the production of products and approximately in relation to the expenditure of funds).*
2. *Make sure there is sufficient time built into the project schedule for review of draft reports or other products, followed by revision and resubmission. Specifically state the date when draft products are to be submitted for review and how long NPS has to review them. (e.g., Draft Report due October 1, 2015. Not October 2015)*
3. *Specifically state the date when any action by either party is supposed to take place. (e.g., Submit Draft Report, August 1, 2015. Provide comments: September 1, 2015)*
4. *Do not create unrealistic timelines. This causes inconvenience and extra expense to the recipient and the federal government in processing Cooperative Agreement modifications requesting extensions.*
5. *If this is a phased project, subdivide this section by Phases to facilitate adding future info.*

## **Description of Deliverables/Project Products**

* *Describe in detail every project report or product referenced in Article VII.A, Schedule, including format, guidelines, and expected content (i.e. is there to be an executive summary, or do you expect a certain outline to be followed? If data or electronic files are being delivered, what software is to be used? How many copies are to be produced?)*
* *If this is a phased project, subdivide this section by Phases to facilitate adding future info.*

## **Delivery of Reports and Deliverables/Project Products**

* + *State to whom project products are to be delivered – please describe specific to your project. A typical example follows.*

1. Financial and performance reports will be submitted in accordance with Article VII.A. and VII.B., respectively.
2. Copies of all reports and other products, in formats described in Article VII.D-E., will be submitted to the ATR at the address shown in Article V, Key Officials.
3. One electronic (pdf) copy of the final report(s) will be submitted to the NPS Californian CESU Senior Science Advisor. Contact information available from the ATR.
4. One electronic (pdf) copy of the final report(s) will be submitted to: Catherine Kisluk, Technical Information Center, Denver Service Center, National Park Service, catherine\_kisluk@nps.gov.

# ARTICLE VIII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with [2 CFR 200.308](https://www.ecfr.gov/cgi-bin/text-idx?SID=a691047859555a6ab4c7f75416456cfe&mc=true&node=se2.1.200_1308&rgn=div8).

# ARTICLE IX – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in [2 CFR 200.310-316](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=sg2.1.200_1309.sg2&rgn=div7) apply to this Agreement.

# ARTICLE X – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, AND TERMINATION

## This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

## Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this Agreement. Remedies for Noncompliance can be found in [2 CFR 200.338](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=se2.1.200_1338&rgn=div8).

## This Agreement may be terminated consistent with applicable termination provisions for Federal awards found in [2 CFR 200.339-342](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=sg2.1.200_1337.sg7&rgn=div7).

# ARTICLE XI – CLOSEOUT PROCEDURES

## This Agreement shall be closed out in accordance with the procedures stated in [2 CFR 200.343](https://www.ecfr.gov/cgi-bin/text-idx?SID=232c445a0d3acf70bac70f68822bc9c6&mc=true&node=se2.1.200_1343&rgn=div8).

## Recipient shall submit, within 90 calendar days after the end date of the award, all financial, performance, property, and other reports as required by the terms and conditions of the award. NPS may approve extensions when requested by Recipient.

## Unless NPS authorizes an extension, Recipient shall liquidate all obligations incurred under the award not later than 90 calendar days after the end date of this Agreement.

## Recipient shall promptly refund any balances of unobligated cash that NPS has advanced or paid and that are not authorized to be retained for use in other projects.

## Recipient shall account for any real and personal property acquired with Federal funds or received from NPS in accordance with [2 CFR 200.310-316](https://www.ecfr.gov/cgi-bin/text-idx?SID=80365c02aa44dec6fdb7b579196c54de&mc=true&node=sg2.1.200_1309.sg2&rgn=div7).

# ARTICLE XII – GENERAL AND SPECIAL PROVISIONS

## **General Provisions**

1. **Governing Regulations.** The following Federal regulations are incorporated by reference into this Agreement:
2. **Administrative Requirements:**

[2 CFR Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl), “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”

1. **Determination of Allowable Costs:**

[2 CFR Part 200, Subpart E](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=sp2.1.200.e&rgn=div6), “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”

1. **Audit Requirements:**

[2 CFR Part 200, Subpart F](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=sp2.1.200.f&rgn=div6), “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”

1. **Code of Federal Regulations/Regulatory Requirements:**
2. [2 CFR Part 25](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=pt2.1.25&rgn=div5), “Universal Identifier and System for Award Management”
3. [2 CFR Part 170](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=pt2.1.170&rgn=div5), “Reporting Subawards and Executive Compensation”
4. [2 CFR Part 175, “Trafficking Victims Protection Act of 2000](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=pt2.1.175&rgn=div5)”
5. [2 CFR Part 1400](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=pt2.1.1400&rgn=div5), “Non-Procurement Debarment and Suspension”
6. [2 CFR Part 1401](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=pt2.1.1401&rgn=div5), “Requirements For Drug-Free Workplace (Financial Assistance)”
7. [43 CFR Part 18, “New Restrictions on Lobbying](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=pt43.1.18&rgn=div5)”
8. [FAR Clause 52.203-12](https://acquisition.gov/far/current/html/52_200_206.html#wp1137568), Paragraphs (a) and (b), “Limitation on Payments to Influence Certain Federal Transactions”

## **Special Provisions**

1. **Seat Belt Provision**

In accordance with [Executive Order 13043](https://www.federalregister.gov/documents/1997/04/18/97-10331/increasing-seat-belt-use-in-the-united-states), “Increasing Seat Belt Use in the United States” (signed April 18, 1997), as amended by [Executive Order 13652](https://www.federalregister.gov/documents/2013/10/04/2013-24388/continuance-of-certain-federal-advisory-committees) (signed September 30, 2013), the Recipient isencouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

1. **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**
   1. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at [41 USC 4712](https://www.gpo.gov/fdsys/pkg/USCODE-2012-title41/html/USCODE-2012-title41-subtitleI-divsnC-chap47-sec4712.htm) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 ([Pub. L. 112-239](https://www.gpo.gov/fdsys/pkg/PLAW-112publ239/html/PLAW-112publ239.htm)).
   2. The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 USC 4712](https://www.gpo.gov/fdsys/pkg/USCODE-2012-title41/html/USCODE-2012-title41-subtitleI-divsnC-chap47-sec4712.htm).
   3. The Award Recipient shall insert the substance of this clause, including this paragraph c, in all subawards or subcontracts over the simplified acquisition threshold. [48 CFR 52.203-17](https://www.ecfr.gov/cgi-bin/text-idx?SID=e726ad0c269fc1baf4361ff09150856d&node=48:2.0.1.1.1.2.1.19&rgn=div8) (as referenced in [48 CFR 3.908-9](https://www.gpo.gov/fdsys/pkg/CFR-2013-title48-vol1/xml/CFR-2013-title48-vol1-sec3-908-9.xml)).
2. **Reporting Subawards and Executive Compensation**
3. Reporting of first-tier subawards.
4. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, [Pub. L. 111–5](https://www.gpo.gov/fdsys/pkg/PLAW-111publ5/html/PLAW-111publ5.htm)) for a subaward to an entity (see definitions in paragraph e. of this award term).
5. Where and when to report.
6. You must report each obligating action described in paragraph a.i. of this award term to <http://www.fsrs.gov>.
7. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
8. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
9. Reporting Total Compensation of Recipient Executives.
10. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
11. The total Federal funding authorized to date under this award is $25,000 or more;
12. In the preceding fiscal year, you received—
13. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](https://www.ecfr.gov/cgi-bin/text-idx?SID=6fc1e4b29f0704aa739cee5f394adfce&mc=true&node=se2.1.170_1320&rgn=div8) (and subawards); and
14. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](https://www.ecfr.gov/cgi-bin/text-idx?SID=6fc1e4b29f0704aa739cee5f394adfce&mc=true&node=se2.1.170_1320&rgn=div8) (and subawards); and
15. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 USC 78m](https://www.gpo.gov/fdsys/pkg/USCODE-2010-title15/html/USCODE-2010-title15-chap2B-sec78m.htm)(a), [78o](https://www.gpo.gov/fdsys/pkg/USCODE-2010-title15/html/USCODE-2010-title15-chap2B-sec78o.htm)(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
16. Where and when to report. You must report executive total compensation described in paragraph a.i. of this award term:
17. As part of your registration profile at <https://www.sam.gov>.
18. By the end of the month following the month in which this award is made, and annually thereafter.
19. Reporting of Total Compensation of Subrecipient Executives.
20. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient’s five most highly compensated executives for the subrecipient’s preceding completed fiscal year, if—
21. In the subrecipient’s preceding fiscal year, the subrecipient received—
    * 1. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](https://www.ecfr.gov/cgi-bin/text-idx?SID=6fc1e4b29f0704aa739cee5f394adfce&mc=true&node=se2.1.170_1320&rgn=div8) (and subawards); and
      2. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
22. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 USC 78m](https://www.gpo.gov/fdsys/pkg/USCODE-2010-title15/html/USCODE-2010-title15-chap2B-sec78m.htm)(a), [78o](https://www.gpo.gov/fdsys/pkg/USCODE-2010-title15/html/USCODE-2010-title15-chap2B-sec78o.htm)(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
23. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.i. of this award term:
24. To the recipient.
25. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
26. Exemptions.
27. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
28. Subawards, and
29. The total compensation of the five most highly compensated executives of any subrecipient.
30. Definitions. For purposes of this award term:
31. Entity means all of the following, as defined in [2 CFR Part 25](http://www.ecfr.gov/cgi-bin/text-idx?SID=e87ebd32f85ebaf2d8809eebd2bd1f00&node=pt2.1.25&rgn=div5):
32. A Governmental organization, which is a State, local government, or Indian tribe;
33. A foreign public entity;
34. A domestic or foreign nonprofit organization;
35. A domestic or foreign for-profit organization;
36. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
37. Executive means officers, managing partners, or any other employees in management positions.
38. Subaward:
39. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
40. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
41. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
42. Subrecipient means an entity that:
43. Receives a subaward from you (the recipient) under this award; and
44. Is accountable to you for the use of the Federal funds provided by the subaward.
45. Total compensation means the cash and noncash dollar value earned by the executive during the recipient’s or subrecipient’s preceding fiscal year and includes the following (for more information see [17 CFR 229.402](https://www.ecfr.gov/cgi-bin/text-idx?SID=cf6258199c86b7838a5788f3442238cc&mc=true&node=se17.3.229_1402&rgn=div8)(c)(2)):
    1. Salary and bonus.
    2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) ([FAS 123R](http://www.fasb.org/jsp/FASB/Document_C/DocumentPage?cid=1218220124271&acceptedDisclaimer=true)), Shared Based Payments.
    3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
    4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
    5. Above-market earnings on deferred compensation which is not tax-qualified.
    6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.
46. **Conflict of Interest**

The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.

Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in [2 CFR 200.338](https://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1338&rgn=div8), Remedies/or Noncompliance, including suspension or debarment (see also [2 CFR Part 180](https://www.ecfr.gov/cgi-bin/text-idx?SID=dfa7b5a0a173422fb2e903bd83f9e446&mc=true&node=pt2.1.180&rgn=div5)).

1. **System for Award Management and Universal Identifier Requirements**
   1. Requirement for System for Award Management

Unless you are exempted from this requirement under [2 CFR 25.110](https://www.ecfr.gov/cgi-bin/text-idx?SID=2f756305629d49d9010b21f28767f284&node=2:1.1.1.2.2.1.1.3&rgn=div8), you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

* 1. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
   1. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at [2 CFR Part 25, Subpart C](https://www.ecfr.gov/cgi-bin/text-idx?SID=14f17dca8cdbebb3bd3996358d5686f4&mc=true&node=sp2.1.25.c&rgn=div6):
   1. A Governmental organization, which is a State, local government, or Indian Tribe;
   2. A foreign public entity;
   3. A domestic or foreign nonprofit organization;
   4. A domestic or foreign for-profit organization; and
   5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
   1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   2. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330](https://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1330&rgn=div8)).
   3. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
   1. Receives a subaward from you under this award; and
   2. Is accountable to you for the use of the Federal funds provided by the subaward.
6. **Minimum Wages under Executive Order 13658 (January 2015)**
7. Definitions*.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

1. Means any person engaged in performing work on, or in connection with, an agreement covered by [Executive Order 13658](https://www.federalregister.gov/executive-order/13658), and

Whose wages under such agreements are governed by the Fair Labor Standards Act ([29 USC Chapter 8](https://www.gpo.gov/fdsys/pkg/USCODE-2011-title29/html/USCODE-2011-title29-chap8.htm)), the Service Contract Labor Standards statute ([41 USC Chapter 67](https://www.gpo.gov/fdsys/pkg/USCODE-2010-title41/html/USCODE-2010-title41-subtitleII-chap67.htm)), or the Wage Rate Requirements (Construction) statute ([40 USC Chapter 31, Subchapter IV](https://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/html/USCODE-2011-title40-subtitleII-partA-chap31-subchapIV.htm)),

Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 CFR 541](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-541),

Regardless of the contractual relationship alleged to exist between the individual and the employer.

1. Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 USC 214](http://api.fdsys.gov/link?collection=uscode&title=29&year=mostrecent&section=214&type=usc&link-type=html)(c).
2. Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.
3. Executive Order Minimum Wage rate.
   * 1. The Recipient shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently $10.20 per hour as of January 1, 2017).
     2. The Recipient shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov/) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

iii. A. The Recipient may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

B. Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph b.ii. Recipients shall consider any Subrecipient requests for such price adjustment.

C. The Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph b.iii.A. of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

* + 1. The Recipient warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
    2. The Recipient shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Recipient may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 CFR 10.23](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-10.23), Deductions.
    3. The Recipient shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
    4. Nothing in this clause shall excuse the Recipient from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
    5. The Recipient shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
    6. The Recipient shall follow the policies and procedures in [29 CFR 10.24](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-10.24)(b) and [10.28](https://www.gpo.gov/fdsys/pkg/CFR-2015-title29-vol1/xml/CFR-2015-title29-vol1-sec10-28.xml) for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

1. i. This clause applies to workers as defined in paragraph a. As provided in that definition—
2. Workers are covered regardless of the contractual relationship alleged to exist between the Recipient or Subrecipient and the worker;
3. Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 USC 214](http://api.fdsys.gov/link?collection=uscode&title=29&year=mostrecent&section=214&type=usc&link-type=html)(c) are covered; and
4. Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.
   * + 1. This clause does not apply to—

Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement , but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

Individuals exempted from the minimum wage requirements of the FLSA under [29 USC 213](http://api.fdsys.gov/link?collection=uscode&title=29&year=mostrecent&section=213&type=usc&link-type=html)(a) and [214](https://www.gpo.gov/fdsys/pkg/USCODE-2010-title29/html/USCODE-2010-title29-chap8-sec214.htm)(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

1. Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 USC 214](http://api.fdsys.gov/link?collection=uscode&title=29&year=mostrecent&section=214&type=usc&link-type=html)(a).
2. Students whose wages are calculated pursuant to special certificates issued under [29 USC 214](http://api.fdsys.gov/link?collection=uscode&title=29&year=mostrecent&section=214&type=usc&link-type=html)(b).
3. Those employed in a bona fide executive, administrative, or professional capacity ([29 USC 213](http://api.fdsys.gov/link?collection=uscode&title=29&year=mostrecent&section=213&type=usc&link-type=html)(a)(1) and [29 CFR Part 541](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-541)).
4. The Recipient shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Recipient shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)*,* in a prominent and accessible place at the worksite. Recipients that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the Recipient, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.
5. Payroll Records*.*
6. The Recipient shall make and maintain records, for three years after completion of the work, containing the following information for each worker:
7. Name, address, and social security number;
8. The worker's occupation(s) or classification(s);
9. The rate or rates of wages paid;
10. The number of daily and weekly hours worked by each worker;
11. Any deductions made; and
12. Total wages paid.
13. The Recipient shall make records pursuant to paragraph e.i. of this clause available for inspection and transcription by authorized representatives of the Administrator. The Recipient shall also make such records available upon request of the Awarding Officer.
14. The Recipient shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.
15. Failure to comply with this paragraph e shall be a violation of [29 CFR 10.26](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-10.26) and this agreement . Upon direction of the Administrator or upon the Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
16. Nothing in this clause limits or otherwise modifies the Recipient’s payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
17. Access. The Recipient shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
18. Withholding. The Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Recipient under this or any other Federal agreement with the same Recipient, sufficient to pay workers the full amount of wages required by this clause.
19. Disputes. Department of Labor has set forth in [29 CFR 10.51](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-10.51), Disputes concerning Recipient compliance, the procedures for resolving disputes concerning an Recipient’s compliance with Department of Labor regulations at [29 CFR 10](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-10). Such disputes shall be resolved in accordance with those. This includes disputes between the Recipient (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.
20. Antiretaliation. The Recipient shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
21. Subcontractor compliance. The Recipient is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
22. Subawards. The Recipient shall include the substance of this clause, including this paragraph k in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.
23. **Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements**

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 ([Pub. L. 113-235](https://www.gpo.gov/fdsys/pkg/PLAW-113publ235/html/PLAW-113publ235.htm)) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

# ARTICLE XIII – ATTACHMENTS

The following attachments are hereby incorporated into this Agreement. In the event of any apparent conflict between the terms of the Agreement and the attachments, the terms of the Agreement, including its designations and modifications, will prevail.

## Description of Methodology or Proposal

## Budget

## Standard Form 424, Application for Federal Assistance (incorporated by reference)

## Standard Form 424A, Budget Information (incorporated by reference)

## Standard Form 424B, Assurances – Non-Construction Programs (incorporated by reference)

\*Grants.gov lobbying form required at $100,000:\*

1. Certification Regarding Lobbying from Grants.gov (incorporated by reference)

\*SF-LLL required at $100,000 if the recipient participates in lobbying activities:\*

1. Standard Form LLL, Disclosure of Lobbying Activities (incorporated by reference)

# ARTICLE XIV – SIGNATURES

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) set forth below.

**FOR THE RECIPIENT**

Name Date

Title

**FOR THE NATIONAL PARK SERVICE**

Name Date

Financial Assistance Officer

# Attachment A – Description of Methodology or Proposal

*Provide a description of project methodology or insert project proposal (recommended)*

# Attachment B – Budget

*Note:*

* *It is important to be as detailed as possible in the categories and breakdown of costs. This assists in analyzing the allowability, allocability, and reasonableness of costs per the applicable cost principles.*
* *Salaries should be separated from employee benefits. Make sure benefits are calculated accurately (these change constantly). In addition, separate types of employees (e.g., hourly, faculty, professional staff, classified staff). Please list the employee to facilitate checking the exclusion list hosted on the System for Award Management (SAM) prior to award. For common surnames (e.g. Smith) please include a middle initial.*
* *If the project is paying graduate student tuition, the amount must be broken out and labeled “tuition.” Make sure the amount is correct.*
* *Do not fund a project so cheaply so that if employee benefit rates change or inflation adjustments are made to salaries, the budget goes into the red. If a multi-year project is being funded, allow for inflation on all expenditures.*
* *The maximum indirect cost allowed by the CESU agreement is 17.5%. Your budget should provide a subtotal of direct costs and indicate indirect costs accordingly. Some recipients may not charge indirect costs on all direct costs—which is ok. Make sure that this exemption is noted in the budget so that it does not appear to be an error (an example might be exempting tuition from indirect costs). Note: A lower rate can be negotiated, but CESU Cooperators cannot charge more.*
* *Equipment must be labeled separately in the budget. (From a federal perspective “equipment” usually refers to items that cost more than $5000 per unit.)*
* *A "Budget Narrative" may be used to provide additional detail and documentation, if necessary. Since the CO processing the Cooperative Agreement will analyze the budget in terms of its reasonableness, allowability, and allocability, use the budget narrative to explain any items in the budget that would, in the absence of supporting information, be questionable. Anticipate items on the budget that may prompt additional questions or for which the CO would require additional clarification (e.g., seemingly excessive salary or benefit rates, excessive travel, etc.). Providing context is key; if it is not otherwise made clear in the body of the Cooperative Agreement, the CO will need to ask follow-up questions which can delay the processing of the TA. When writing your budget, consider the CO's fiduciary duty to the government, and proceed accordingly. The CO cannot assume that everything on the budget is reasonable, allowable, or allocable just because it has reached his/her desk.*

Budget

“Project Title”

Principal Investigator: Name

Dates

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Category | Description | Rate | Units | Amount (Rate X #Units) | Total |
| **SALARIES** |  |  |  |  |  |
|  | PI Name (overload, 90% time)\* | $11,861.00/month | 1 month | $11,861.00 |  |
|  | Graduate student Name | $7,103.00/month | 1 month | $7,103.00 |  |
|  |  |  |  | Subtotal | $18,964.00 |
| **BENEFITS** |  |  |  |  |  |
|  | PI | 2.48% of salary | $11,861.00 in salary | $294.15 |  |
|  | Grad student | 2.48% of salary | $7,103.00 in salary | $176.15 |  |
|  |  |  |  | Subtotal | $470.30 |
| **TRAVEL (domestic)** |  |  |  |  |  |
|  | RT HNL/OGG for 2 for research and community workshop | $200.00/RT flight | 2 RT flights | $400.00 |  |
|  | Car rental | $80.00/day | 3 days | $240.00 |  |
|  | 2 night hotel shared (conus rate) | $259.00/night | 2 nights | $518.00 |  |
|  | Per diem ($107/day) for 2 people x 2.5 days = 5 days total) | $107.00/day | 5 days | $535.00 |  |
|  |  |  |  | Subtotal | $1,693.00 |
| **SUPPLIES** |  |  |  |  |  |
|  | Miscellaneous |  |  | $100.00 |  |
|  |  |  |  | Subtotal | $100.00 |
| **OTHER** |  |  |  |  |  |
|  | Printing for workshop &/or final report |  |  | $65.00 |  |
|  |  |  |  | Subtotal | $65.00 |
|  | |  |  |  |  |
| **DIRECT COSTS** | |  |  |  | $21,292.30 |
| **INDIRECT COSTS** (17.5%) | |  |  |  | $3,726.15 |
| **TOTAL PROJECT COSTS** | |  |  |  | $25,018.45 |

\* Budget Narrative: *(If necessary)*