

PROJECT AGREEMENT

THIS AGREEMENT is hereby entered into this 30th day of September, 2022 by and between the University of Kansas Center for Research, Inc., (hereinafter Subgrantee”), and the State of Kansas, Kansas Historical Society, State Historic Preservation Office, (hereinafter “SHPO”).

WHEREAS, the Subgrantee has applied for and been awarded a **\$13,172** Historic Preservation Fund grant from SHPO to undertake a project to **conduct a geophysical survey of the Shawnee Methodist Mission State Historic Site; and,**

WHEREAS, the Historic Preservation Fund grant is funded by federal historic preservation funds appropriated by Congress to carrying out its National Historic Preservation Act, as amended; and,

WHEREAS, in order to receive the grant funds, the Subgrantee must carry out its project activities in accordance with the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*; and,

WHEREAS, the Subgrantee must follow all requirements in the “Historic Preservation Grants Manual” prepared by the National Park Service, and the “Historic Preservation Fund (HPF) Grant Guide” prepared by SHPO; and

WHEREAS, the Subgrantee must follow the conditions and requirements governing National Park Service grants as outlined herein; and,

WHEREAS, the parties desire to enter an Agreement setting forth these and other requirements relating to the grant.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. WORK TO BE PERFORMED

a. Schedule

Subgrantee will not begin work under the terms of this Agreement prior to **September 1, 2022**, and Subgrantee will complete, expend funds, submit products, and request final reimbursement by **August 31, 2023**. Requests for extensions must be made thirty days prior to that end date. The following dates shall be used as a guideline for submission of products:

September 1, 2022	Begin contract period; start research and field work within 60 days
April 30, 2023	Conclude field work / submit draft report to SHPO
July 31, 2023	Submit final survey report incorporating SHPO comments
August 31, 2023	Submit completion report and all final products to SHPO

b. Scope of Work

The Subgrantee will use their own funds to implement the preservation activities identified below and then be reimbursed by grant funds according to the provisions in this agreement. The Subgrantee will advise SHPO as soon as practicable of any problems that arise that impair its ability to meet its obligations under this Agreement.

The scope of work identified in this Agreement will not be changed by the Subgrantee without prior written approval from SHPO. The Subgrantee will conduct the project in following manner:

- i. Subgrantee will conduct a geophysical survey at Shawnee Indian Mission State Historic Site in Johnson County, Kansas according to the methodology and scope outlined in the proposal by Dr. Blair Schneider (Attachment B);
- ii. Subgrantee will submit digital copies of images and site plans as well as a digital copy of the survey report;
- iii. Subgrantee will produce a survey report explaining their methodology for the project, observations, summary of findings, and recommendations including sources;
- iv. The Subgrantee will coordinate with tribes and other entities who request consultation on this project via SHPO ;
- v. The Subgrantee shall provide regular monthly reports and a Completion Report as outlined in SHPO's "Historic Preservation Fund Grant Guide." The report shall be submitted within 30 days after the project work is completed.

c. Monthly Reports and Draft Submissions

The Subgrantee will submit monthly reports to SHPO on the forms supplied by SHPO. Such reports will be due on the tenth of the following month. Repeated failure to return monthly reports in a timely manner may jeopardize future grant funding. The Subgrantee will provide a draft copy of any reports or publications to SHPO for review before submission or publication.

II. PROJECT ACCOUNTING AND PAYMENT

a. Total Project Cost

The total project cost is estimated to be **\$13,172**. Subgrantee will be reimbursed 100% of project costs with grant funds upon submission of complete reimbursement request forms with accompanying documentation as outlined below.

b. Reimbursement Procedure

(a) SHPO agrees to reimburse Subgrantee no more than \$13,172 to cover the cost of all direct labor, supervision, supplies, materials, other operating and incidental expenses, and indirect costs necessary for the execution of the work, including the cost of any equipment specifically set out in Subgrantee's proposal budget (Attachment B).

(b) Subgrantee agrees that no expenses will be incurred nor obligations assumed in excess of the total amount stated above without the prior written approval of SHPO. Transfers between categories of this budget shall be allowed in accordance with the prime agreement. Any transfer requiring prior approval shall be submitted in writing to SHPO.

(c) Payments will be made by the SHPO to Subgrantee promptly after receipt of detailed and certified billings submitted to SHPO by Subgrantee with accompany products as outlined below in (c) Project Budget.

(d) Subject to the prime agreement between SHPO and its sponsoring agency, title to equipment purchased or built to perform the investigation shall be vested in Subgrantee upon completion of the work.

c. Project Budget

Item	Total
Travel	\$1,422
Salary & Fringe	\$8,727
Supplies	\$300
Indirect costs	\$2,172
TOTAL	\$13,172

Subgrantee agrees to provide SHPO with the specific products described below along with invoices of the expenditures associated. The project products include:

1. **A geophysical survey of the Shawnee Mission Boarding School site with accompanying digital images, figures, and maps;**
2. **One copy of the final survey report in PDF format provided on disc, thumb drive, or via file sharing;**
3. **A Completion Report submitted on forms provided by SHPO.**

A maximum of seven thousand dollars (\$7,000) in federal funds will be reimbursed by SHPO upon submission of initial data from field survey. The remaining six thousand one hundred seventy-two dollars (\$6,172) will be reimbursed by SHPO upon submission of all final products noted above.

d. Billing Frequency

Billing, also called a reimbursement request, will be done as outlined above. Final payment will not be made by SHPO until the project reports and products have been turned in, examined, and found to meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*.

e. Request for Reimbursement

The Subgrantee will file requests for reimbursement on its standard invoice and reasonably accompanied by copies of the vouchers, payroll records, and whatever other documents such as canceled checks, toll call records, copy records, etc., that are necessary to substantiate the costs. See HPF Grant Guide, Chapter 4.

f. Documentation Required

The Subgrantee will reasonably furnish copies of all project source documents to SHPO. This includes supporting documentation for the Subgrantee's share, including in-kind services, as well as for the expenditures of the federal share.

g. SHPO's Responsibility

SHPO assumes no fiscal responsibility to the Subgrantee other than to pass through historic preservation funds as available for the performance of the project work.

III. PROJECT REPORTS

IV. Copies of Publications

If any published documents are produced under the terms of this Agreement (such as public information pamphlets or walking tour brochures), the Subgrantee will submit one copy of each to SHPO, preferably in a digital format agreed upon with SHPO.

b. Right of SHPO Use

SHPO reserves the non-exclusive right to use and reproduce maps, survey forms, photographs, and other materials submitted by the Subgrantee in carrying out SHPO's survey, planning, and public education responsibilities.

c. Acknowledgment of Federal Assistance

The assistance of the National Park Service, Department of the Interior, will be acknowledged in any reports, publications, audiovisual productions, project literature, and at all public meetings and programs where the project is discussed or explained. The acknowledgment may be written as follows:

The (activity) which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, a division of the United States Department of the Interior and administered by the Kansas Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of The United States Department of the Interior or the Kansas Historical Society.

d. Copyright

The Subgrantee is free to copyright any books, publications, audiovisual productions, or other copyrightable materials developed because of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SHPO and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

IV. RECORD RETENTION AND AUDIT EXAMINATION

a. Right of Access to Subgrantee's Records

The Subgrantee will provide the reasonable right of access to any books, documents, papers, or other records which are pertinent to the Historic Preservation Fund grant to the Department of the Interior, the Comptroller General of the United States, the Kansas Historical Society, or any of their duly authorized representatives to make an audit, examination, excerpts, or transcript.

b. Single Audit

The Subgrantee will ensure that the federal funds received through this grant will be included in an audit base subject to the single audit requirements if required of the Subgrantee. Two copies of the audit results pertaining to this grant will be made available to SHPO upon request.

c. Responsibility to Repay Improperly Used Funds

If an audit or other examination should produce findings that funds were improperly expended by the Subgrantee, the Subgrantee has the sole responsibility for repaying those funds.

d. Subgrantee to Provide Needed Fiscal Data

The Subgrantee will provide SHPO such fiscal information as it may need for federal or state budgetary or reporting purposes.

e. Approval of Expenditures

The Subgrantee will not incur expenses on this project other than those included in the project budget approved by SHPO. Budget amendments may be requested by the subgrantee, but all proposed changes must be approved in writing by SHPO before the expenses are incurred.

f. Financial Management System

The Subgrantee will have in place a financial management system, which meets the standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance - 2 CFR Part 200).

g. Record Retainage

All project records must be retained by the Subgrantee for three (3) years from the date of submission of the final project completion report per 43 CFR 12.82.

V. PROHIBITION OF LOBBYING

a. Federal Requirements

The Subgrantee must comply with the provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall; in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business," etc. Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect cost basis.

b. Conflict of Interest

No employee, officer, or agent of the Subgrantee will participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the firm selected for award: (1) the employee, officer, or agent; (2) any member of his immediate family; (3) his or her partner; or (4) an organization which employs, or is about to employ, any of the above. The Subgrantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subgrant agreements. Subgrantees may set minimum rules where the financial interest is not deemed substantial or the gift is an unsolicited item of nominal intrinsic value.

d. Copeland Anti-Kickback Act

For any project involving **construction or repair**, all contracts and subgrants will include a provision noting compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee (i.e. State Historical Society) will report all suspected or reported violations to the National Park Service.

VII. TERMINATION OF CONTRACT

a. Basis of Termination

Failure on the part of the Subgrantee to observe the conditions of this agreement, and by reference, the requirements of the grants manuals of the National Park Service and SHPO, will constitute just cause for terminating the project and reassigning the federal funds to other projects. A complete stoppage of work without prior approval by SHPO will be grounds for termination of the project. Either party may terminate this Agreement early by providing at least thirty (30) days' written notice to the other party. In the event of early termination, SHPO shall pay all costs accrued by Subgrantee prior to the effective date of termination, including non-cancelable obligations. In addition, SHPO shall pay all other reasonable costs incurred by Subgrantee during the time period between the notification date and termination date which are necessary to terminate the project.

b. Process for Close Out

Under either circumstance, the project would be closed out in accordance with the requirements of the HPF Grant Guide.

VIII. REGULATIONS COMPLIANCE**a. Civil Rights and Nondiscrimination**

The Subgrantee will make available to the public Title VI and Section 504 nondiscrimination information. The following language will be used:

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Director, Office of Equal Opportunity, National Park Service, 1849 C Street, NWS, Washington, D.C. 20240

b. Additional Code of Federal Regulations Compliance

By signing this agreement, the Subgrantee agrees to abide by the requirements, as applicable, stated in the attached Grant and Cooperative Agreement between the United State Department of the Interior – National Park Service and the Kansas Historical Society. This agreement will be provided upon receipt by the Kansas Historical Society.

c. Kansas Executive Order 18-04 and Kansas Historical Society Sexual Harassment Policy

By signing this agreement, the Subgrantee agrees to abide by the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04.

IX. KANSAS HISTORICAL SOCIETY HELD HARMLESS FROM CLAIMS AGAINST SUBGRANTEE**a. Claims are Responsibility of Subgrantee**

The Subgrantee agrees that the SHPO and all of their officers, agents and employees will not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the Subgrantee hereunder and resulting solely from the negligent acts or omissions of the Subgrantee, its agents, employees and subcontractors. Such claims may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et. seq.

X. AMENDMENT**a. Request**

Either party may make a written request for changes to this Agreement.

b. Approval

Changes must be agreed to in writing by both parties.

XI. CONTRACTURAL PROVISIONS ATTACHMENT AND APPENDIX II of 2 CFR 200

The Provisions found in Contractural Provisions Attachment (Form DA-146a, Rev. 07-19) and the requirements of provisions in Appendix II of 2 CRF 200, which are attached hereto, are hereby incorporated in this contract and made a part thereof.

STATE HISTORIC PRESERVATION
OFFICER

Date

Signature of Authorized
Representative of Subgrantee

Alicia M. Reed, Director, Research Administration
Printed name and title of signatory

9/30/2022
Date

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 30th day of September, 2020.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility for Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. Campaign Contributions /Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. {Does not apply to this subaward due to amount of award.}

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. {Does not apply to this subaward. This is not required by the Historic Preservation Fund federal funding program.}

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. {Does not apply to this subaward due to amount of award.}

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). {Does not apply to this subaward due to the amount of the award.}

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. {Does not apply to this subaward due to the amount of the award.}

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]