

Cooperative Agreement

between

CORPORATION FOR NATIONAL & COMMUNITY SERVICE
1201 New York Avenue, N.W.
Washington, D.C. 20525

and

[Insert legal applicant name from eGrants]

for

[Program Name from eGrants/Proposal]

Agreement ID: [Agreement number from eGrants]
Amendment #: [Amendment number from eGrants]
Award Amount: [Awarded amount from eGrants]
Project Period: [Insert project period start and end dates from eGrants]
Program Officer: [Assigned PO from eGrants]
[PO phone]
[PO fax]
[PO e-mail]
Grants Officer: [Assigned GO from eGrants]
[GO phone]
[GO fax]
[GO e-mail]

This agreement is entered into between the United States of America, hereinafter called the Government, represented by the Corporation for National and Community Service, hereinafter called the Corporation, and [insert name of University], hereinafter called the Awardee.

I. Authority

This cooperative agreement is awarded pursuant to the authority of Section 179 of the National and Community Service Act of 1990, as amended (42 USC §12639). This Agreement is awarded under CFDA Number 94.007.

II. Purpose

The purpose of this research program is to expand scholarly and policy research in three areas:

- A. Volunteering and civic engagement, using the Current Population Survey's Annual Volunteer Supplement (CPS Volunteer Supplement);
- B. The impact of national service on service participants, using datasets from *Serving Country and Community: A Longitudinal Study of Service in AmeriCorps*; and
- C. Trends in the nonprofit sector that either impact or are created by national service.

III. Authorized Activities of the Awards

The Awardee shall perform activities:

- A. Described in the approved "Application for Federal Assistance" Standard Form 424 (SF-424) and all attachments thereto, including any program narrative statement, which was included as part of the Program's application and approved by the Corporation for this Agreement; and
- B. Supported by the approved budget.

IV. Project Period and Funding

Funding is provided for a 24-month project period. The agreement allows for a third year of funding, contingent upon funding availability, the Awardee's satisfactory performance and the Awardee's compliance with all reporting requirements and deadlines for the execution and delivery of the work.

V. Roles and Responsibilities of the Corporation

Performance under this Cooperative Agreement is subject to the general oversight and monitoring of the Corporation. Corporation additional involvement will include:

- A. Participation in the planning and development of a project plan for the authorized activities under the cooperative agreement;
- B. Coordination of activities between the Awardee, the Corporation and national service programs;
- C. Coordination in communicating the activities and results of the research to the public; and

- D. Review of journal articles and other deliverables under the agreement.
- E. Provide the Awardee with Corporation grantee data for its study, as needed.

VI. Roles and Responsibilities of the Awardee

- A. Accountability of Awardee.** The Awardee has full fiscal and programmatic responsibility for managing all aspects of approved activities, subject to the oversight of the Corporation. The Awardee is accountable to the Corporation for its activities under the agreement and the use of Corporation funds. It must expend funds in a judicious and reasonable manner. Although Awardees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the Awardee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Corporation.
- B. Project Plan.** Within 45 days of signature on this agreement, the Awardee will complete a project plan for approval by the Corporation.
- C. Notice to Corporation.** The Awardee will notify the appropriate Corporation's Program and Grants Officer Officers immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the Agreement, or any suspected misconduct or malfeasance related to the Agreement or Awardee. The Awardee will inform the Corporation Program Officer about the corrective action taken or contemplated by the Awardee and any assistance needed to resolve the situation.
- D. Amendments Beyond Scope and Authority.** If, in the opinion of the Awardee, Corporation staff request or instruct the Awardee to perform activities beyond the scope of the project plan, the Awardee must notify the Corporation Grants Officer to request an amendment to the Agreement before initiating the activity.
- E. Notice to the Corporation's Office of Inspector General.** The Awardee must notify the office of Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at a program indicates that there has been waste, fraud or abuse, or any violation of criminal law in connection with the agreement.
- F. Securing Data.** As a federal agency, the Corporation is subject to and complies with security requirements of the Federal Information Security and Management Act (FISMA). By accepting this award, the Awardee agrees to keep any information obtained from Corporation records, or obtained on behalf of the Corporation, secured in accordance with applicable FISMA and the Privacy Act policies. The Awardee also agrees to ensure that services and products provided under the cooperative agreement will comply with the Corporation's information security program, privacy program policies and security requirements.

VII. Key Personnel

The Project Director/Principal Investigator is considered key personnel and essential to the performance of work under this Agreement. Selection of this individual shall be made in concurrence with the Corporation. Any changes in the proposed level of effort, or plans for an extended absence of this individual, requires the prior written approval of the Corporation Program Officer.

VIII. Financial Management Provisions

A. General. The Awardee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Agreement. This system must be able to identify costs by year and by budget category and to differentiate between direct and indirect costs or administrative costs. Costs must be shown in books or records, e.g., a disbursement ledger or journal, and must be supported by a source document, such as a receipt, travel voucher, invoice, bill, affidavit, or similar document. Specific requirements and applicable OMB Circulars are referenced below in Article XIII, General Provisions, Section B.

B. Source Documentation. The Awardee must maintain adequate supporting documents for its expenditures (federal and non-federal) and in-kind contributions made under this Agreement. Costs must be shown in books or records [e.g., a disbursement ledger or journal], and must be supported by a source document, such as a receipt, travel voucher, invoice, bill, in-kind voucher, or similar document.

IX. Reporting Requirements

The Awardee is responsible for timely submissions of periodic financial and progress reports during the project period and a final financial and progress report at the conclusion of the project period to the Corporation as follows:

- A. Progress Reports.** The Awardee shall submit an Progress Report that includes a summary of accomplishments during the reporting period and reporting on the progress to date.
- B. Due Dates for Progress Reports.** Progress reports will be submitted in eGrants by October 31, 2009 and October 31, 1010.
- C. Financial Reports.** The Awardee shall submit semi-annual Financial Reports using eGrants (Financial Status Reports menu tree).
- D. Due Dates for Financial Reports.** Financial Reports are due as follows:

| Reporting Period (Progress and Financial) | Report Due Date |
|--|------------------------|
| Start of Award to March 31 | April 30 |
| April 1 – September 30 | October 31 |
| October 1 – March 31 | April 30 |

E. Final Financial Report. Awardees completing the final year of their cooperative agreement must submit, in lieu of the last financial report, a final financial report. This final financial report is due within 90 days of the end of the project period.

F. Other. The Awardee shall meet as necessary with the Corporation Program Officer or with other staff or consultants designated by the Corporation Program Officer to exchange views, ideas, and information concerning the project, the Awardee shall submit such special reports as may be reasonably requested by the Corporation.

X. Budget Revisions

Transfers of funds between budget cost categories require approval from the Corporation Grants Officer.

XI. Funds Transfer

Subgranting, sub-contracting or other transfer of funds to other entities without prior written approval, including in the award budget is prohibited. Requests for subgranting, sub-contracting or similar arrangements must be submitted to the Corporation at last 30 days in advance, or upon determination of intent, whichever is sooner.

XII. Prior Approval Requirements

The program must obtain prior written approval from the Corporation's Agreements Officer and Program Officer for any significant project changes such as transfer of the project effort, and changes in objectives, scope, budget, or time line.

XIII. General Provisions

A. Terms of Acceptance. The terms of this cooperative agreement are binding on the Awardee. By accepting this award, the Awardee agrees to comply with the cooperative agreement and applicable Federal statutes, regulations, and guidelines. The Awardee agrees to operate the funded program in accordance with the approved proposal, budget, supporting documents, and other representations made in support of the approved proposal.

B. Administrative and Financial Requirements. The awardee must maintain adequate and separate supporting documents for all expenditures of federal funds made under this award and follow the Federal Cost Principles, administrative requirements and audit requirements for educational institutions as follows:

1. OMB Circular A-110, Uniform Administrative Requirements for Agreements and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations - 45 CFR 2543 or 2 CFR part 215.
2. OMB Circular A-21, Cost Principles for Educational Institutions - 2 CFR part 220.
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

These documents can be found at: www.whitehouse.gov/OMB/Circulars

- C. Other Applicable Statutes and Regulations.** The Awardee must comply with all other applicable statutes, executive orders, regulations, and policies governing the agreement, including, but not limited to, those cited in these Agreement Provisions, the Agreement Assurances and Certifications, and those cited in 45 CFR Part 2543.
- D. Indirect Cost Rates.** Reimbursement for indirect costs will be at the rate(s) and on the base(s) specified in the approved award budget. This is a maximum provisional rate(s), which is subject to finalization by the cognizant federal agency or the Corporation. The maximum provisional rate(s) is subject to downward adjustment only under this award. Accordingly, final approved rate(s) charged to this award may not exceed the maximum provisional rate(s). If the cognizant federal agency or the Corporation does not approve a final rate, then the maximum provisional rate will be considered the final rate.
- E. Program Income.** Income, including fees for service, earned as a direct result of the Awardee's activities during the award period, must be retained by the Awardee to enhance accomplishments under the Award and must follow the appropriate administrative requirements of 45 CFR 2543.
- F. Equipment and Supplies Costs.** Equipment and supplies will be handled in accordance with 45 CFR 2543 or 2 CFR part 215 – Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.
- G. Payments under the Cooperative Agreement.**
1. **Advance Payments.** The Awardee may receive advance payments of Agreement funds provided the Awardee meets the financial management standards specified in OMB Circular A-102 and its implementing regulations (45 CFR 2541) or A-110 and its implementing regulations (45 CFR 2543), as applicable.
 2. **Immediate Cash Flow Needs.** The amount of advance payments requested by the Awardee must be based on actual and immediate cash needs in order to minimize federal cash on hand, in accordance with policies established by the U.S. Department of the Treasury in 31 C.F.R Part 205.
 3. **Discontinuing Advance Payments.** If a Awardee does not establish procedures to minimize the time elapsing between the receipt of the cash advance and its disbursement, the Corporation may, after providing due notice to the Awardee, discontinue the advance payment method and allow payments in advance only by individual request and approval or by reimbursement.
 4. **Interest-Bearing Accounts.** The Awardee must deposit advance funds received from the Corporation in federally-insured, interest bearing accounts unless:
 - a. It receives less than \$120,000 in federal funds per year;

- b. The best reasonably available account would not be expected to earn interest in excess of \$250 per year on federal cash balances; or
- c. The required minimum balance is so high that it would not be feasible within expected federal and non-federal cash resources. Earned interest must be remitted annually to HHS-PMS, Rockville, MD 20852. Awardees may keep up to \$250 of interest per year to offset administrative expenses.

H. Retention of Records. The Awardee must retain and make available all financial records, supporting documentation, statistical records, evaluation data, member information and personnel records for 3 years from the date of the submission of the final Financial Report. If an audit is started prior to the expiration of the 3-year period, the records must be retained until the audit findings involving the records have been resolved and final action taken.

I. Site Visits. The Corporation reserves the right to make site visits to review and evaluate Awardee records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.

J. Liability Insurance Coverage. The Awardee must have adequate liability insurance coverage for the organization and for individuals engaged in activities under the Agreement.

K. Drug-free Workplace.

1. Notice to Employees. In accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, 45 CFR 2545, and the Awardee's certification, the Awardee must publish a statement notifying employees that:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Awardee's workplace and Program;
- b. Conviction of any criminal drug statute must be reported immediately to the Awardee;
- c. The employee's employment is conditioned upon compliance with the notice requirements; and
- d. Certain actions will be taken against employees for violations of such prohibitions.

2. Criminal Drug Convictions. The Awardee's employees must notify the Awardee, in writing, of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such conviction. The Awardee must notify the Corporation within 10 days of receiving notice of such conviction. The Awardee must take appropriate action against such employee, up to and including termination or release for cause consistent with the Corporation's rules on termination and suspension of service, or require the employee to satisfactorily participate in an approved-drug abuse assistance or rehabilitation Program.

3. Drug-Free Awareness Program. The Awardee must establish a drug-free awareness Program to inform employees about the dangers of drug abuse in the workplace; the Awardee's policy of maintaining a drug-free workplace; any available drug counseling,

rehabilitation, and employee assistance support services; and the penalties that may be imposed for drug abuse violations.

4. **Awardee Non-Compliance.** The Awardee is subject to suspension, termination or debarment proceedings for failure to comply with the Drug-Free Workplace Act.
5. **Non-Discrimination and Confidentiality Laws.** In implementing the Drug-Free Workplace Act, the Awardee must adhere to federal laws and its Agreement assurances related to alcohol and substance abuse non-discrimination and confidentiality.

L. Non-Discrimination.

1. **Assurances.** The Awardee must assure that its program or activity, including those of any sub-Awardees, will be conducted, and facilities operated, in compliance with the applicable statutes cited in Section L.7, as well as with their implementing regulations. The Awardee must obtain an assurance of such compliance prior to extending federal financial assistance to sub-Awardees. The U.S. Government shall have the right to seek judicial enforcement of these assurances.
2. **Discrimination Prohibited.** A person, a service recipient, or Program staff, may not, on the grounds of race, color, national origin, sex, age, political affiliation, disability, or religion be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. The prohibition on discrimination on the basis of disability protects otherwise qualified individuals with disabilities. The prohibition against discrimination on the basis of religion, with respect to Program staff, applies only to Program staff paid with Corporation funds but excludes staff paid with Corporation funds who were employed by the Awardee on the date the Corporation agreement was awarded

This prohibition against discrimination includes, but is not limited to:

- a. Denying an opportunity to participate in, benefit from, or provide a service, financial aid, or other benefit;
- b. Providing an opportunity which is different or provided differently;
- c. Denying an opportunity to participate as a member of a planning or advisory body integral to the program;
- d. Segregating or subjecting a person to separate treatment;
- e. Providing an aid, benefit, or service to a qualified disabled person that is less effective in affording opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement;
- f. Denying a qualified-disabled person the opportunity to participate in integrated programs or activities, even though permissibly separate or different programs or activities exist;
- g. Restricting a person's enjoyment of an advantage or privilege enjoyed by others;

- h.** Providing different or separate aid, benefits, or services to disabled persons, unless necessary in order to provide them as effectively as provided to others;
- i.** Treating a person differently in determining admission, enrollment, quota, eligibility, membership or other requirements;
- j.** Using criteria or administrative methods, including failing to provide needed auxiliary aids for disabled persons, which have the effect of subjecting persons to discrimination, or defeating or substantially impairing achievement of the objectives of the program for a person;
- k.** Selecting a site or location of facilities with the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination under the program;
- l.** Denying a qualified-disabled person a benefit, aid, or participation because facilities whose groundbreaking occurred after May 30, 1979 are inaccessible to or unusable by disabled persons or because programs or activities in facilities predating May 30, 1979, when viewed in their entirety, are inaccessible to or unusable by disabled persons; and
- m.** Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities.

The Corporation's "Civil Rights Statement Regarding Volunteers, Service Participants and Other Beneficiaries," and its "Policy Against Sexual, Racial, National Origin, or Religious Harassment," which include additional discrimination prohibitions, are attached and incorporated herein in their entirety.

- 2. Public Notice of Nondiscrimination.** The Awardee must notify service recipients, applicants, Program staff, and the public, including those with impaired vision or hearing, that it operates its program or its activity subject to the nondiscrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Awardee and the Corporation, and briefly explain procedures for filing discrimination complaints with the Corporation. Sample language is:

It is against the law for organizations that receive federal financial assistance from the Corporation for National & Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most programs, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination.

In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National & Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

(Name, address, phone number – both voice and TDD, and preferably toll free – FAX number and e-mail address of the Awardee) or

Office of Civil Rights and Inclusiveness

Corporation for National Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-7503 (voice); (202) 565-2799 (TDD)
(202) 606-3465 (FAX); eo@cns.gov (e-mail)

The Awardee must include information on civil rights requirements, complaint procedures, and the rights of beneficiaries in handbooks, manuals, pamphlets, and post information in prominent locations, as appropriate. The Awardee must also notify the public in recruitment material and application forms that it operates its Program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is “This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.” Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Awardee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

- 3. Records and Compliance Information.** The Awardee must keep records and make available to the Corporation timely, complete and accurate compliance information to allow the Corporation to determine if the Awardee is complying with the civil rights statutes and implementing regulations. Where an Awardee extends federal financial assistance to sub-Awardees, the sub-Awardees must make available compliance information to the Awardee so it can carry out its civil rights obligations. The Corporation will provide specific guidance regarding records and compliance information.
- 4. Obligation to Cooperate.** The Awardee must cooperate with the Corporation so that the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The Awardee shall permit access by the Corporation during normal business hours to its books, records, accounts, staff, facilities, and other sources of information as may be needed to determine compliance.
- 5. Discrimination Complaints, Investigations and Compliance Reviews.** The Corporation may review the practices of the Awardee to determine civil rights compliance. Any person who believes discrimination has occurred may file a discrimination complaint with the Corporation’s Office of Civil Rights and Inclusiveness. The Awardee may not intimidate, threaten, coerce, or discriminate against an individual to interfere with a right or privilege secured by the civil rights acts or because the person made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing. The Corporation will keep the identity of complainants and witnesses confidential, except as necessary to conduct an investigation, hearing, or judicial proceeding.

The Corporation will investigate whenever a compliance review, report, complaint, or other information indicates a possible failure to comply with the statutes and their implementing regulations. If an investigation indicates a failure to comply, the Corporation will so inform

the Awardee and any applicable sub-Awardees and will attempt to resolve the matter by voluntary means. If the matter cannot be resolved by voluntary means, the Corporation will initiate formal enforcement action.

Discrimination complaints may be raised through the Awardee's grievance procedure. Use of the Awardee's grievance procedure may not be a required precursor to filing a federal discrimination complaint with the Corporation. Use of the Awardee's grievance procedure does not preclude filing a federal discrimination complaint. The Awardee's grievance procedure should advise individuals that use of the grievance procedure does not stop the running of Corporation time frames for filing a discrimination complaint with the Corporation. In all cases where discrimination allegations have been raised with the Awardee, the Awardee must submit a written report to the Corporation's Office of Civil Rights and Inclusiveness which has a review authority over the investigation and disposition of all discrimination complaints.

6. **Self-Evaluation Requirements.** The Awardee must comply with (1) the self-evaluation requirements under section 504 of the Rehabilitation Act regarding accessibility for individuals with disabilities; (2) the self-evaluation requirements of the Age Discrimination Act of 1975; and (3) the self-evaluation requirements under title IX of the Education Amendments of 1972 regarding discrimination based on sex. Guidance regarding the self-evaluation requirements may be obtained from the Corporation's Office of Civil Rights and Inclusiveness, 1201 New York Avenue, NW, Washington, D.C. 20525, (202) 606-7503 (voice); (202) 565-2799 (TDD); (202) 606-3465 (FAX); or eo@cns.gov (e-mail).
7. **Applicable Statutes.** In accordance with its assurances, the Awardee must comply with all federal statutes relating to non-discrimination to the extent applicable, including, but not limited to titles VI and VIII of the Civil Rights Act of 1964 (42 U.S.C. 2000d and 3601 *et seq.*); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616); the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3); and the requirements of any other non-discrimination provision in the National and Community Service Act of 1990 (42 U.S.C. 12635), or any other applicable non-discrimination provision.

M. Ownership and Sharing of the Award Products.

1. **Ownership.** Unless otherwise specified, the Awardee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the Agreement. However, the Awardee may not sell any work that includes a Corporation for National & Community Service logo without prior Corporation written approval.

- 2. Corporation Use.** The Corporation retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the Agreement and to authorize others to do so.
- 3. Sharing Agreement Products.** To the extent practical, the Awardee agrees to make products produced under the Agreement available in accordance with the approved project plan.

N. Publications and Research Data

- 1. Acknowledgment of Support.** Publications created by the Awardee may include a Corporation for National & Community Service logo if they are consistent with the purposes of the Agreement. The Awardee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Agreement.

“This material is based upon work supported by the Corporation for National & Community Service under Agreement No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the Official position of, or a position that is endorsed by, the Corporation.”

- 2. Materials Provided to Corporation.** The Awardee is responsible for assuring that two hard copies and one electronic copy of any publications and research data produced under the agreement are sent to the Corporation’s Office of Public Affairs and Program Office.

O. Evaluation.

- 1. Internal Evaluations.** The Awardee must track progress toward achievement of its approved objectives. The Awardee also must monitor the quality of activities supported under the Agreement and the satisfaction of those receiving training or technical assistance. Internal evaluation and monitoring should be a continuous process, allowing for frequent feedback and the quick correction of weaknesses.
- 2. Independent Evaluations.** The Awardee may obtain an independent evaluation if provided for in the approved budget.

P. Prohibition on Use of Funds for Certain Purposes.

While charging time to this Award, the Awardee, and anyone acting under the supervision or authority of the Awardee, may not engage in the following activities:

1. Attempting to influence legislation.
2. Organizing or engaging in protests, petitions, boycotts, or strikes.

3. Assisting, promoting or deterring union organizing.
4. Impairing existing contracts for services or collective bargaining agreements.
5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
6. Participating, in or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected Officers.
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a Program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
8. Providing a direct benefit to:
 - a. A for-profit entity;
 - b. A labor union;
 - c. A partisan political organization;
 - d. An organization engaged in the religious activities described in the preceding sub-clause, unless Agreement funds are not used to support the religious activities; or
 - e. A nonprofit entity that fails to comply with the restrictions contained in section(c)(3) of U.S.C. Title 26.

Q. Suspension or Termination of the Award.

1. **Suspension of the Agreement.** In an emergency situation the Corporation may suspend this Agreement for not more than 30 calendar days. Examples of such situations may include, but not limited to:
 - a. Serious risk to persons or property;
 - b. Violations of federal, state or local criminal statutes; and
 - c. Material violation(s) of the Agreement or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
2. **Termination of the Agreement.** Pursuant to 45 CFR 2540.400, the Corporation may terminate payments under the agreement or recover Agreement funds for failure to comply with applicable Provisions of this Agreement. However, the Corporation will provide the Awardee reasonable notice and opportunity for a full and fair hearing, subject to the following conditions:
 - a. **Notice.** The Corporation will notify the Awardee by letter or telegram that it intends to terminate payments or recover Agreement funds, either in whole or in part, unless the Awardee shows good cause why such assistance should not be terminated or

recovered. In this notice, the grounds and the effective date for the proposed action will be described. The Awardee will be given at least 7 calendar days to submit written material in opposition to the proposed action.

b. **Right to a Hearing.** The Awardee may request a hearing on a proposed action. Upon 5 days notice to the Awardee, the Corporation may authorize the conduct of a hearing or other meetings at a location convenient to the Awardee to consider the proposed action. A transcript or recording must be made of a hearing.

3. The Awardee may suspend or terminate assistance to a Sub-Awardee, provided that such action affords the Sub-Awardee, at a minimum, the notice and hearing rights set forth in the Provisions applicable to the Corporation in this section (36).

R. Trafficking in Persons. This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

1. Provisions applicable to a recipient that is a private entity.

a. You as the Awardee, your employees, sub-Awardees under this Award, and sub-Awardee's employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect;
or
- iii. Use forced labor in the performance of the award or sub-awards under the award.

b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-Awardee that is a private entity –

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term;
or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - a) Associated with performance under this award; or
 - b) Imputed to you or the sub-Awardee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 2200.

2. Provisions applicable to an Awardee other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-Awardee that is a private entity:

- a. Is determined to have violated an applicable prohibition of paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is:
 - i. Associated with performance under this award; or
 - ii. Imputed to the sub-Awardee using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 2200.
3. Provisions applicable to any Awardee.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any sub-Awardee you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
 - i. An individual employed by you or a sub-Awardee who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- ii. Includes:
 - a) A non-profit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b) A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

C. Order of Precedence in Resolution of Conflicting Provision. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order (a) Applicable Federal Statutes, (b) Corporation and other Federal regulations, (c) Cooperative Agreement with Attachments, (d) Awardee’s application for federal assistance including all assurances, certifications, attachments and pre-award negotiations.

[Insert SGO name from Grant]
 [Insert SGO title]
 Corporation for National & Community
 Service
 1201 New York Ave., NW
 Washington, DC 20525

Authorized Representative
 [Insert AR name from Grant]
 [Insert AR title from Grant]
 [Insert Legal Applicant names and address
 from Grant]

Date

Date