

**Training and Technical Assistance
Cooperative Agreement**

between

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

and

[Legal Applicant]
for
National Providers of TTA

Agreement ID: [Grant Number]
Amendment: {Amendment #}
Award Amount: {Funds Awarded}
Project Period: {Date range}
Program Officer: {Assigned PO}
{PO Phone Number}
{PO email}
Grants Officer: {Assigned GO}
{GO Phone Number}
{GO email}

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 {Legal Applicant}, hereinafter called the Awardee.

I. Authority

This cooperative agreement is awarded pursuant to the authority of the National and Community Service Act of 1990 as amended by the National and Community Service Trust Act of 1993 (Subtitle H, 42 U.S.C. § 12653 et seq.) This Agreement is awarded under CFDA Number 94.007.

II. Purpose

The National and Community Service Act authorizes the Corporation to support and improve national service programs through a variety of training and technical assistance (T/TA) activities. The purpose of T/TA is to improve the ability of programs and participants to achieve direct and demonstrable results in communities, foster civic responsibility and comply with federal agreement requirements.

III. Authorized Activities of the Award

The Awardee shall perform activities described in:

- A. 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, are incorporated into this Agreement by reference; and
- B. The project workplan and Budget and Performance Measurement Report (BPMR) jointly developed with CNCS.

IV. Period of Performance and Funding

Funding is provided through budget periods supporting 12 months of performance. The agreement allows for up to four additional option years renewable on a yearly basis. The Corporation will renew the agreement based upon funding availability, the Awardee’s satisfactory performance, meeting all reporting requirements and deadlines, and remaining compliant in the execution and delivery of this agreement.

V. Roles and Responsibilities of the Corporation

Performance under this Cooperative Agreement is subject to the general oversight and monitoring of the Corporation.

- A. Corporation additional involvement will include:

1. Participation in the planning and management of the cooperative agreement;
 2. Coordination of activities between the organization, the Corporation, other TTA Providers and national service programs;
 3. Coordination in distributing available information and technical assistance from Government sources; and,
 4. Review and approval of training materials and other outcomes under this agreement.
- B.** The assigned Program Officer will receive materials and requests from the Awardee, instruct the Awardee as needed, and coordinate activities with the appropriate program and grants staff within the Corporation. The Program Officer will ensure that appropriate offices in the Corporation receive and review submissions from the Awardee.
- C.** The Corporation Program Officer does not have the authority to and may not (1) request additional work outside the general scope of the Agreement; (2) increase or decrease the estimated or actual cost, or time required for performance under this agreement; and/or (3) change any of the expressed terms and conditions of this agreement. If, in the opinion of the Awardee, the Corporation Program Officer requests or instructs it to perform in violation of this paragraph, the Awardee is not obligated to comply until it has first notified the Corporation Grants Officer and, if appropriate, requested an amendment of this Agreement.

VI. Roles and Responsibilities of the Awardee

- A. Accountability of Awardee.** The Awardee has full fiscal and programmatic responsibility for managing all aspects of T/TA 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. Notice to Corporation.** The Awardee will notify the appropriate Corporation's Program and Grants 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 Program Officer about the corrective action taken or contemplated by the Awardee and any assistance needed to resolve the situation.
- C. 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 workplan, application, and/or BPMP, the Awardee must notify the Corporation Grants Officer to request an amendment to this Agreement before initiating the activity.
- D. Referrals.** Other than for authorized follow-up assistance associated with an on-site support T/TA visit, this Agreement does not fund T/TA arising from contacts by individuals and organizations seeking ad hoc financial or other T/TA from the Awardee. Instead, such requests

are to be referred to the Corporation's Grants and Program Officers. Because T/TA activities can generate the impression that a T/TA provider is a grantee's contact at the Corporation for advice, the Awardee must take steps to minimize the risk of false impressions. Typical steps would be to clearly identify roles and responsibilities of trainers to audiences upon commencing a session, include a "who to contact" message in all training that refers future contacts to assigned Program and Grants Officers, and explain the follow-up process at the end of an on-site support event.

The Awardee will refer all contacts other than those seeking authorized follow-up advice associated with an on-site support to the Program Officer and Grants Officer, as identified in the eGrants system, within one (1) business day. Electronic and written contacts will be forwarded by email and telephone contacts will be documented and then sent via email. [By the 5th business day of each month, the Awardee will provide the Program Officer with an inventory report listing all such contacts and referrals providing the name of the party making the contact, date of contact, subject of the request (if offered), date referred to the Grants Officer and Program Officer, and names of the Grants Officer and Program Officer.]

- E. Prior approval.** The training and technical assistance services provided under this agreement are all initiated by advance written authorization from the Corporation's Program Officer. Other than during training events, the Awardee is not authorized to provide direct or indirect training and technical assistance to any party on behalf of the Corporation without first receiving written authorization from the Program Officer.
- F. 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.

VII. Key Personnel

The Project Director, [and others as appropriate,] are 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. Restrictions on Accepting Payments from Corporation Grantees

- A.** The Corporation is funding this agreement for the sole purpose of providing technical assistance to its grantees. In an effort by the Corporation to maintain high standards of conduct to prevent real or apparent conflicts of interests in connection with awards, the Awardee shall not accept payment or compensation of any type, directly or indirectly, from any Corporation grantee for any technical assistance provided under this agreement or that could be provided under this agreement.

- B.** If, during the performance period of this agreement, the Awardee contracts with a grantee to provide compensated technical assistance that is not available under this agreement, the Awardee shall obtain a written assurance from the grantee that in selecting the Awardee, it used procurement standards that are consistent with appropriate Federal grant procurement standards, even if costs associated with the technical assistance are not subject to Federal regulation.
- C.** The Awardee shall pass down the requirements of paragraphs A and B to its employees through its conflict of interest policies, and through any subagreements to consultants or entities providing technical assistance to grantees under this agreement.

IX. 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. For further details about the Awardee's financial management responsibilities, refer to OMB Circular A-122 and its implementing regulations (45 C.F.R. 2543) or A-110 and its implementing regulations (45 C.F.R. 2541), as applicable.
- 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.

X. 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. Financial Reports.** The Awardee shall submit semi-annual Financial Reports using eGrants (Financial Status Reports menu tree).
- B. Progress Reports.** The Awardee shall submit semi-annual Progress Reports that include a summary of accomplishments during the reporting period and reporting on the progress to date. In addition, the awardee must report on their progress through the BPMR. These reports will be submitted at the mid year and the end of the program year. Activities which are to be reported on are detailed in the TTA Provide Work Plan.
- C. Due Dates for Financial & Progress Reports.** Financial Reports and Progress 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

D. 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 after the end of the project period.

E. 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.

XI. Budget Revisions. Transfers of funds between budget cost categories greater than 10-percent, and/or the creation of a new spending in a budget cost category previously without projected spending or the addition of a new sub-grantee or contractor, requires approval from the Corporation through a budget amendment.

XII. Funds Transfer. Sub-granting, sub-contracting or other transfer of funds to other entities without prior written approval, including in the award budget is prohibited. Requests for sub-granting, 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.

XIII. Prior Approval Requirements. The program must obtain prior written approval from the Program and Grants Officers for any significant project changes such as transfer of the project effort, and changes in objectives, scope, budget, or time line.

XIV. 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 applicable Federal Cost Principles, administrative requirements and audit requirements incorporated by reference:

1. **States, Indian Tribes, U.S. Territories, and Local Governments.** The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:
 - a. OMB Circular A-102, Uniform Administrative Requirements for Agreements and Cooperative Agreements to State and Local Governments – 45 CFR part 2541.
 - b. OMB Circular A-87, Cost Principles for State and Local Governments - 2 CFR part 225.
 - c. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

2. **Nonprofit Organizations.** The following circulars and their implementing regulations apply to nonprofit organizations:
 - a. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations - 45 CFR 2543 or 2 CFR part 215.
 - b. OMB Circular A-122, Cost Principles for Nonprofit Organizations - 2 CFR part 230.
 - c. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

3. **Educational Institutions.** The following circulars and their implementing regulations apply to educational institutions:
 - a. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations - 45 CFR 2543 or 2 CFR part 215.
 - b. OMB Circular A-21, Cost Principles for Educational Institutions - 2 CFR part 220.
 - c. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

4. **For-profit Organizations.** For this agreement, in addition to all other applicable rules & guidelines the following regulations and circulars apply to for-profit organizations:
 - a. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations - 45 CFR 2543 or 2 CFR part 215.
 - b. Federal Acquisition Regulations - 48 CFR part 31 (FAR).

These documents can be found at: www.whitehouse.gov/OMB/Circulars and <http://www.arnet.gov/far/>.

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 this Agreement, the Agreement Assurances and Certifications, and those cited in 45 CFR Parts 2541 and 2543.

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. This financial management system must follow standard accounting practices, and present sufficient internal controls to establish a clear audit trail for all funds expended. The financial management system must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. This system must be able to identify costs by budget line item and to differentiate between direct and indirect costs.

C. Indirect Cost Rates.

Reimbursement for indirect costs, general and administrative costs, overhead, or any similar cost rate type agreement, will be at the rate(s) and on the base(s) specified in the approved award budget. These amounts are subject to finalization by the cognizant federal agency or the Corporation. Any 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.

D. Program Income.

Income, including fees for service, earned as a direct result of the Awardee's activities during the award period must follow the appropriate administrative requirements of 45 CFR 2541 or 45 CFR 2543, and cost principles of 2 CFR 220, 225, 230 (formerly OMB Circulars A-87, A-122, and A-21) or 48 CFR Part 31, and be added to the budget to enhance the program (additive process).

E. Equipment and Supplies Costs.

Equipment and supplies will be handled in accordance with 45 CFR 2541 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government or with 45 CFR 2543 or 2 CFR part 215 – Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

F. Consultant Services.

Payments for consultant and professional services under this agreement paid directly or through sub-agreement, will not exceed \$617 per day per person, (exclusive of costs necessary to the performance, such as travel and supplies) unless procured consistent with 45 CFR Part 2543.44.

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 CFR Part 205.

3. **Discontinuing Advance Payments.** If an 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. The exceptions to this requirement are:
 - a. **Institutions of Higher Education and Other Non-Profit Organizations.** If a Awardee is covered by 45 CFR 2543 it must maintain advance funds in interest-bearing accounts unless:
 - i. It receives less than \$120,000 in federal funds per year;
 - ii. The best reasonably available account would not be expected to earn interest in excess of \$250 per year on federal cash balances; or
 - iii. 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.
 - b. **State and Local Governments.** All Awardees and sub-Awardees covered by 45 CFR 2541, with the exception of State Governments and Indian Tribes, must remit earned interest quarterly to the Corporation. Awardees may keep up to \$100 of the earned 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 its sub-Awardees, will be conducted, and facilities operated, in compliance with the applicable statutes set forth below, 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.

- 3. 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:

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.

- 4. 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.

- 5. 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.
- 6. 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 Equal Opportunity Office, which has a review authority over the investigation and disposition of all discrimination complaints.

- 7. 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).

- 8. 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. The Corporation may distribute such products through a designated clearinghouse.
- 3. Sharing Agreement Products.** To the extent practical, the Awardee agrees to make products produced under the Agreement available at the cost of reproduction to others in the field.

N. Publications.

- 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 copies of any such material are sent to the Corporation's Office of Public Affairs and Program Office.

O. Evaluation.

- 1. Internal Evaluations.** The Awardee must monitor the quality of activities supported under the Agreement and the satisfaction of those receiving training or technical assistance using provided templates, unless other arrangements are specified by Program Officer. 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.
- 3. External Evaluation and Data Collection.** The Awardee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts.

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 is 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. 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 P.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 P.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 P.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 P.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 P.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph 1.b or 2.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 P.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).

R. CENTRAL CONTRACTOR REGISTRATION (CCR) and UNIVERSAL IDENTIFIER REQUIREMENTS

- a. **Requirement for Central Contractor Registration (CCR):** Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR 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.

- b. Requirement for Data Universal Numbering System (DUNS) Numbers.** If you are authorized to make subawards under this award, you:
- i. 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 DUNS number to you.
 - ii. May not make a subaward to an entity unless the entity has provided its DUNS number to you.
- c. Definitions. For purposes of this award term:**
- i. Central Contractor Registration (CCR) 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 CCR Internet site (currently at <http://www.ccr.gov>).
 - ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - (a.) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (b.) A foreign public entity;
 - (c.) A domestic or foreign nonprofit organization;
 - (d.) A domestic or foreign for-profit organization; and
 - (e.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - iv. Subaward:
 - (a.) 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.
 - (b.) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. -- .210 of the attachment to OMB Circular A-133, ``Audits of States, Local Governments, and Non-Profit Organizations").
 - (c.) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
 - v. Subrecipient means an entity that:
 - (a.) Receives a subaward from you under this award; and
 - (b.) Is accountable to you for the use of the Federal funds provided by the subaward.

S. TRANSPARENCY ACT AWARD TERM (for Grants and Cooperative Agreements of \$25,000 or More)

Reporting Subawards and Executive Compensation:

a. Reporting of first-tier subawards.

- i. 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 funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
 - (a.) You must report each obligating action described in paragraph a.i. of this award term to <http://www.fsrs.gov>.
 - (b.) 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.)
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify

b. Reporting Total Compensation of Recipient Executives.

- i. 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--
 - (a.) the total Federal funding authorized to date under this award is \$25,000 or more;
 - (b.) in the preceding fiscal year, you received--
 1. 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 (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, as defined at 2 CFR 170.320 (and subawards); and
 - (c.) 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 U.S.C. 78m(a), 78o(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>.)
- ii. Where and when to report. You must report executive total compensation described in paragraph b.i. of this award term:
 - (a.) As part of your registration profile at <http://www.ccr.gov>.
 - (b.) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

i. 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--

(a.) 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 (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

(b.) 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 U.S.C. 78m(a), 78o(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/excomp.htm>.)

ii. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.i. of this award term:

(a.) To the recipient.

(b.) 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.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

i. Entity means all of the following, as defined in 2 CFR part 25:

- (a.) A Governmental organization, which is a State, local government, or Indian tribe;
- (b.) A foreign public entity;
- (c.) A domestic or foreign nonprofit organization;
- (d.) A domestic or foreign for-profit organization;
- (e.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

ii. Executive means officers, managing partners, or any other employees in management positions.

iii. Subaward:

- (a.) 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.
- (b.) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---- .210 of the attachment to OMB Circular A-133, ``Audits of States, Local Governments, and Non-Profit Organizations").
- (c.) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
 - (a.) Receives a subaward from you (the recipient) under this award; and
 - (b.) Is accountable to you for the use of the Federal funds provided by the subaward.
- v. 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(c)(2)):
 - (a.) Salary and bonus.
 - (b.) 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), Shared Based Payments.
 - (c.) 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.
 - (d.) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - (e.) Above-market earnings on deferred compensation which is not tax-qualified.
 - (f.) 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.

R. 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 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 e-mail 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 the proposed action. Providing at least 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 the 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 described in 45 CFR§2540.400.

S. 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) NOFO, (e) Awardee’s application for federal assistance including all assurances, certifications, attachments and pre-award negotiations.

Bonnie Janicki
Senior Grants Officer
Corporation for National & Community
Service
1201 New York Ave., NW
Washington, DC 20525

Authorized Representative
{Name of Authorized Rep.}
{Title}
{Legal Applicant}
{Address of Legal Applicant}

Date

Date