

GRANT AGREEMENT AWARD

GRANT AGREEMENT NO: H98210-24-1-0006
EFFECTIVE DATE: 15 JULY 2024

PR NO(S): H98210421754

1. AUTHORITY: The authorizing statute for the Electronic Absentee Systems for Elections (EASE 4.0) are Department of Defense Grants and Agreements regulations (DoDGARS) 22.315. 10 USC §2358 allows the Federal Voting Assistance Program (FVAP)¹ to enter competitively into a grant agreement with a State or local government.

2. TOTAL AMOUNT OF AGREEMENT: \$ 744,350.00

3. GOVERNMENT OBLIGATION/ACCOUNTING AND APPROPRIATION DATA. Federal funds, in the amount of \$148,870.00 are hereby made available for obligation. The allocation of funding to the specific tasks and/or programs is incorporated in Section B, Article 5.4.

ACRN AA: 097 2023 2024 0400 000 10 D 60605803SE0 7300 00008522 012147 FVAP FVAP - FEDERAL V FY2324 DSSC FVAP RDTE FY2324 FVAP EASE 410.10 Grants

4. ELECTRONIC FUNDS TRANSFER. Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award. See **SECTION B**, Article No. 6 for EFT information.

5. PARTIES. This Grant Agreement is entered into between the United States of America, represented by The Defense Human Resources Activity (hereinafter called the Government), and Duval County (hereinafter called the Recipient) pursuant to and under U.S. Federal law.

SECTION A - EXECUTION OF GRANT AGREEMENT

FOR THE RECIPIENT

Duval Co. Supv. Of Elections
105 E. Monroe St.
Jacksonville, FL. 32202-3213
CAGE: 1YBB6

FOR THE UNITED STATES OF AMERICA

Defense Human Resources Activity (DHRA)
Procurement Support Office
4800 Mark Center Drive, Suite 07G12
Alexandria, VA 22350-1300
CODE: H98210

(SIGNATURE)

(SIGNATURE)

(NAME)

HEATHER J HAY

(NAME)

(TITLE)

GRANTS OFFICER

(TITLE)

(DATE)

(DATE)

¹ Ex. Ord. No. 12642. Designation of Secretary of Defense as Presidential Designee, June 8, 1988, 53 F.R. 21975, See also DoD 1000.04, current as of April 23, 2007.

SECTION B - GRANT AGREEMENT SCHEDULE

1. **TERMS AND CONDITIONS.** By acceptance of this Grant Agreement, the Recipient certifies that it will perform as set forth in its Application for Federal Assistance (SF 424) and attachments thereto and comply with all terms and conditions of this Grant Agreement and all attachments hereto (hereinafter referred to as "Agreement").

2. **AGREEMENT TERM.** The Term of this Agreement is for a period of **Sixty (60) MONTHS (subject to availability of funds)** from the effective date of award through **14 July 2029**, as specified in Section B, Article 5, below.

3. **ORDER OF PRECEDENCE.** Inconsistencies or conflicts in the terms and conditions of this Agreement shall be resolved according to the following order of precedence:

(a) Applicable United States statutes including Public Law 109-163, Section 535, and 10 USC 2101, and the National Defense Authorization Act of 2010, Section 529, Public Law 111-84.

(b) The **Grant Agreement Schedule** as set forth in **SECTION B**;

(c) The **General Terms and Conditions**, as set forth in **SECTION D**;

(d) The **Program Guidelines**, as set forth in **SECTION C**; then

(d) The Recipient's Initial Application and supporting documents (dated 14 May 2024) are in the possession of both Parties, and are incorporated herein by reference with the same force and effect as if set forth in full text.

4. **AUDIT.** The Comptroller General and the Inspector General of the Department of Defense shall have direct access to sufficient records and information of the Recipient, as they determine, to ensure accountability for Federal Funds.

5. **FUNDING LIMITATIONS AND ACCOUNTING AND APPROPRIATION DATA.**

5.1. The Government's maximum obligation for the term of this Agreement is **\$148,870.00 annually**. Costs in excess of this amount will not be paid.

5.2. The Government's obligation to pay or reimburse any costs hereunder is subject to the availability of appropriated funds, and nothing in this Grant Agreement will be interpreted to require obligations or payments by the Federal Government in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

5.3. Funds are not presently available for performance under this Agreement beyond **14 July 2029**. The Government's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for caretaker services can be made. No legal liability on the part of the Government for any payment may arise for performance under this Agreement beyond **14 July 2029**, until funds are made available to the Grants Officer and until the Recipient receives notice of availability, to be confirmed in writing by the Grants Officer.

5.4. **Accounting and Appropriation Data.** Federal funds, in the amount of **\$1,005,776.80** annually are hereby made available for obligation, under the initial award:

(a) Administration of EASE 4.0 (the **maximum** cost for this allocation of funds for this task is **\$148,870.00** annually from the date of award is from date of award through 14 July 2029. Funding obligated to date is as follows:

AWARD ACRN AA: 097 2023 2024 0400 000 10 D 60605803SE0 7300 00008522 012147 FVAP FVAP – FEDERAL V FY2324 DSSC FVAP RDTE FY2324 FVAP EASE 410.10 Grants CLIN- 0001

6. PAYMENT. Pursuant to 32 CFR 22.810(b)(2), Electronic Funds Transfer (EFT) shall be used to make payments under this award.

(a) **Advance Payment.** Upon acceptance of the terms and conditions of this Agreement, the Recipient shall be entitled to an initial Advance Payment based on the disbursement schedule. Advance Payments under this Agreement shall be approved and certified by the Administrative Grants Officer (AGO).

(b) The Recipient may submit subsequent requests for payment no more frequently than monthly.

(c) The Recipient shall use Wide Area Work Flow – Receipt and Acceptance (WAWF-RA) system when submitting requests for payment under this Agreement. The Recipient shall (i) ensure an Electronic Business Point of Contact is designated in the “System for Award Management (SAM)” database at <http://www.sam.gov> and (ii) register to use WAWF-RA at <https://wawf.eb.mil>, within ten (10) days after award of the Agreement.

(d) The DCMA Representative shall upon receiving an invoice for payment request, confirm with the Grants Officer that work is being performed sufficiently prior to making payment via written email confirmation.

When entering the BVN into WAWF-RA, the Recipient shall enter the following DODAAC fields:

OFFICE	DODAAC
Administrative Office	S1002A
Payment Office	HQ0338
Issued By Office	S1002A
Approver Office	H98210

NOTE: The Recipient shall submit Standard Form (SF) 270 – “Request for Advance or Reimbursement” as an attachment to each WAWF-RA payment submission.

(d) Central Contractor Registration (CCR) Information (for Electronic Funds Transfer (EFT)).

DUNS NUMBER	TIN/EIN	CAGE CODE
		1YBB6

7. PAYMENT OFFICE. The Defense Finance and Accounting Service (DFAS) Office responsible for making payments under this Grant Agreement is as follows:

PAYMENT OFFICE	ADDRESS
DFAS COLUMBUS CENTER (CODE: HQ0338)	DFAS-CO/SouthEntitlement Operations P.O. BOX 182317 Columbus, OH 43218-2266

8. **PERFORMANCE REPORTS.** Performance reports shall be prepared in accordance with 32 CFR 32.51.

8.1. **Activity and Progress Reports.** The quantitative/qualitative data requirements and frequency of these reports are set forth in **SECTION C Program Guidelines.**

8.2. The Recipient shall immediately notify the Grants Officer of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

8.3. One electronic copy of Performance Reports shall be provided to the Federal Voting Assistance (FVAP) Program Officer, DCMA Administrative Grants Officer (AGO) and DHRA Grants Officer.

8.4. **Quarterly Performance Reports.** The initial Performance Report will be for the reporting period of **15 June 2023 through 14 June 2024**; subsequent **quarterly** reporting will be based on the initial reporting period reported and thereafter on the Federal Fiscal Year (Oct-Dec, Jan-Mar, Apr-Jun, Jul-Sep).

8.5. **Data Collection Plan.** All data requirements to be completed and delivered to FVAP within 60 days of each federal general election.

9. **FINANCIAL REPORTS:** Reports shall be prepared in accordance with 32 CFR 32.52. The Recipient will report program outlays and program income on a **cash** basis.

9.1. **Interim (Quarterly) Federal Financial Reports (SF 425).** Interim Federal Financial Reports shall be on a quarterly basis and are due no later than thirty (30) calendar days following the end of the reporting period. The initial Financial Report will be for the reporting period of **15 July 2024 through 14 July 2029**; subsequent **quarterly** reporting will be based on the initial reporting period reported and thereafter on the Federal Fiscal Year (Oct-Dec, Jan-Mar, Apr-Jun, Jul-Sep).

9.2. **Final Federal Financial Report (SF 425).** A Final Federal Financial Report is due no later than ninety (90) calendar days following the completion of the Agreement.

10. **TITLE TO PROPERTY.** Title to equipment and supplies purchased by the Recipient with Grant Agreement funds, shall vest in the Recipient in accordance with the provisions 32 CFR 32.34 (equipment) and 32 CFR 32.35 (supplies).

11. **SITE VISITS.** The Grants Officer, or authorized representatives, has the right at all reasonable times to make site visits to review the project's accomplishments and to provide technical assistance as may be required.

12. **PREAWARD COSTS.** Pre-award costs are **NOT** authorized under this Agreement.

13. **GOVERNMENT AND RECIPIENT REPRESENTATIVES.**

NAME	TITLE	OFFICE & E-MAIL	PHONE
Mrs. Heather J. Hay	Grants Officer	4800 Mark Center Drive	(571) 372-2614

		Alexandria, VA 22350-1300 heather.j.hay.civ@mail.mil	
Mr. Jarod January	Contracts Administrator	DCMA – Southeast 3555 Maguire Blvd Orlando, FL 32803-3799	(757) 527-4670
Mr. Benjamin Sweeney	Program Officer	Federal Voting Assistance Program (FVAP) 4800 Mark Center Drive Alexandria, VA 22350-1300 benjamin.s.sweeney.civ@mail.mil	(224) 625-9400
Mr. Cliff Almazan	Director of Information Systems	Duval County (Recipient) CAlmazan@coj.net	(904) 255-3525

SECTION C – PROGRAM GUIDELINES

EASE 4.0 Program Requirement Program Guidelines Federal Voting Assistance Program (FVAP)

1.0 INTRODUCTION

This publication constitutes a Broad Agency Announcement (BAA) as contemplated in Department of Defense Grants and Agreements regulations (DoDGARS) 22.315. 52 USC Ch. 203 §20311 allows the Federal Voting Assistance Program (FVAP)² to enter competitively into a grant agreement with a State or local government. No additional information regarding this announcement will be issued.

FVAP in conjunction with Washington Headquarters Services/Acquisition Directorate (WHS/AD) will not issue paper copies of this announcement. FVAP reserves the right to fund all, some or none of the proposals received under this BAA. FVAP provides no funding for direct reimbursement of proposal development costs. Technical and budget proposals (or any other material) submitted in response to this BAA will not be returned. It is the policy of FVAP to treat proposals as sensitive competitive information and to disclose their contents only for the purposes of evaluation.

2.0 BACKGROUND

2.1 FVAP is required to provide voters, pursuant to the authority of the Uniformed and Overseas Citizens Absentee Voting Act of 1986 (UOCAVA) (52 U.S.C. § 20301 et seq.), and subsequent federal law, a broad range of voting assistance programs, including: prescribing official forms for UOCAVA voter registration, absentee ballot application and balloting materials;

- compiling and distributing to UOCAVA voters descriptive materials on State registration, absentee ballot request, and absentee voting procedures;
- compiling and distributing to UOCAVA voters information on all elections (not just federal), including contests, candidates, ballot questions, and key dates; and

² Ex. Ord. No. 12642. Designation of Secretary of Defense as Presidential Designee, June 8, 1988, 53 F.R. 21975, See also DoD 1000.04, current as of April 23, 2007.

- providing, in cooperation with State and local election officials, online information and voting assistance resources to military and overseas voters.

These requirements are mirrored and expanded for each of the military services to provide even greater voting assistance to UOCAVA voters for election information generated and executed by State and local election officials.

2.2 State and local election officials have extensive statutory mandates to support voting by UOCAVA voters, separate and apart from the procedures used for the general electorate, including requirements to:

- provide voter registration and absentee ballot application information and forms electronically;
- transmit absentee ballots electronically;
- provide UOCAVA voters a method to track the receipt of their absentee ballots electronically;
- transmit ballots 45 days before any federal election; and
- report on data collection requirements as the Presidential Designee for UOCAVA (the Department of Defense) determines necessary.

Local election officials specifically are tasked with UOCAVA responsibilities such as:

- tracking the receipt of UOCAVA voters' ballots;
- accepting UOCAVA registration and absentee ballot applications that are outside of the procedures for the general electorate;
- advising UOCAVA voters if their registration or absentee ballot request is rejected and the reason why; and
- accepting Federal Write-in Absentee Ballots (FWAB)

3.0 SCOPE AND OBJECTIVES

3.1 The purpose of the Federal Voting Assistance Program (FVAP) grant program is to receive proposals that will fulfill a public purpose of support by improving the voting experience of UOCAVA voters, reduce voting impediments faced by them, and stimulate the development of innovative approaches to absentee voting by UOCAVA voters. FVAP identifies the following objective for this funding opportunity:

Provide research data to advance FVAP's electronic absentee voting support responsibilities for states and UOCAVA voters. Electronic absentee voting system research, development, testing, and evaluation are to collect and present data that can show cost-effective methods that:

- Establish and operate successful, sustainable and affordable electronic tools that will improve voting systems for voters protected by UOCAVA. These systems include improved electronic transmission of outbound ballots sent from election offices to voters, tracking of outbound mailed ballots, and use of digital signature verification like the Department of Defense Common Access Card on election documents.
- Increase the percentage of ballots successfully returned by UOCAVA voters.
- Reduce the failure rates for UOCAVA voters experienced during stages of the absentee voting process (voter registration, absentee ballot request, blank absentee ballot delivery, absentee ballot marking, absentee ballot tabulation, and absentee ballot return verification). The standard is to reduce the gap in failure rates compared to levels of the general electorate for similar stages in the voting process, and for similar demographic populations.
- Establish and maintain a pipeline of ideas, techniques, and best practices of election officials and the services they provide for UOCAVA voters.

4.0 REQUIREMENTS

The work performed under this grant agreement shall involve administrative and programmatic functions in support of the EASE 3.0 Programs. The grant agreement recipient (hereinafter "recipient") will be defined as the administrative agent for the EASE 4.0 Programs. The FVAP Program Officer for this grant agreement shall maintain oversight of all activities performed by the recipient.

4.1 EASE 4.0 Programs.

4.1.1. Administer EASE Program

The Recipient is encouraged to develop innovative approaches that utilize their unique assets, capabilities, locations, and personnel. Proposals should identify programs and methods that will foster and develop products to lessen the impediments that exist for the UOCAVA voter. In conjunction with a group of election officials and subject matter experts, FVAP developed and defined the following terms as significant components that will, in turn, provide the greatest service to the UOCAVA voter as well as FVAP's need for the identification of the most effective approaches and solutions for addressing the myriad of difficulties faced by the UOCAVA voter.

1. **Significance**

FVAP research indicates that UOCAVA voters experience a higher failure in every stage of the voting process than comparable populations in the general electorate. Therefore, grant applications that address various stages of the voting process are encouraged, especially those that provide online voter registration and absentee ballot application capabilities, tracking capabilities for mailed ballots, enhanced security for transmitting blank ballots electronically, improved and more seamless access to UOCAVA voter information (such as user-friendly online information websites), or tools that confirm voter success or failure at completing various stages of the voting process.

2. **Sustainable**

Grant research should address sustainability, both in terms of continuing to provide FVAP research, testing, and evaluation data over time, as well as in terms of demonstrating how the application tool can be cost-effectively sustained by State or local election offices (as appropriate) over time without the need for further grants.

3. **Impact**

The number of UOCAVA voters affected will serve as a measurement as to how much of an impact of the proposed project will have on the UOCAVA population. Impact also addresses the expected number of additional registrations, absentee ballot applications, information enquiries, ballot transmissions, ballot markings, or ballot returns that are successfully completed.

4. **Strategic Approach**

The award must have a basis upon the presentation of a credible hypothesis (or set of hypotheses) and a well-defined and appropriate plan to test that hypothesis. Such hypotheses should advance the body of knowledge needed to alleviate the obstacles faced by UOCAVA voters in their absentee voting process as well as identify risk areas and provide mitigating strategies and controls as well as benchmarks for success.

5. **Innovation**

Innovation reflects the discovery or implementation of new methods and technologies. Preferably, these new methods and technologies will lead to the development of processes, products, and techniques that other jurisdictions can replicate.

6. Scalability

Scalability is the ability of the proposed project to continue to function well when it changed in size or scope in order to meet a broad range of election offices' needs. A scalable system is able to maintain, at a minimum; its level of performance or efficiency when applied to different operational demands.

7. Collaborative

This is the extent to which the grant application demonstrates collaboration of effort from more than one state or local jurisdiction. Solutions developed collaboratively by multiple states or local jurisdictions will likely be more exportable.

8. Cost Benefit Analysis

Analysis of cost, benefit and return of investment of the proposed research and/or tool is pertinent. A comparison of cost versus benefits based on initial investments and a detailed description of return of investment (ROI) measures is essential. For proposals that entail several components that can, in effect, be phased or implemented in modules, where each can be a complete capability. Itemizations of each capability as well as the cost benefit analysis of each capability need to be included for proper evaluation in the event of partial funding.

5.0 DELIVERABLES

5.1 Quarterly Progress Reports.

The recipient shall provide a quarterly progress report associated with the EASE 4.0 Program no later than thirty (30) calendar days after the end of the quarter.

This report shall keep the FVAP Program Officer informed of the Recipient's progress toward accomplishment of the effort set forth in the Recipient's Application for Federal Assistance (and supporting documentation).

Special Report(s). In the event that activities occur between the scheduled reporting dates, which have significant impact upon the grant agreement, the recipient shall inform both the Grants Officer, Administrative Grants Officer and FVAP Program Officer immediately when the following types of conditions become known:

- (a) Problems, delays, or adverse conditions, which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (b) Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

5.2 Data Collection Plan.

1. All data requirements to be completed and delivered to FVAP within 60 days of each federal general election.
2. Schedule a Data Reporting Requirements Training with FVAP within 30 days of receiving EASE grant funds.

3. Specify the system(s) that were built/improved using EASE grant funds (system for electronic transmission of ballots; system for tracking mailed ballots; system for the use of digital signature verification; other [explain]).
4. State the date of deployment for these system(s).
5. Collect the data fields as described on the Data Fields document and record the data on the EASE Grants Data Collection Instrument under their respective columns. Data fields 1-30 are required for all chosen system types. Data fields 31-40, in addition to 1-30, are only required for systems related to the tracking of outbound or inbound ballots. Deliver the filled in EASE Grants Data Collection Instrument to FVAP.
6. Provide any data from previous election cycles (if already collected). This data will be used for comparison purposes and is acceptable in its original format.
7. Collecting and recording non-UOCAVA data to be used for comparison purposes is optional. The Voter Type data field includes a non-UOCAVA option in the case where this data can be provided.

5.3 Quarterly Federal Financial Reports.

The recipient shall prepare a quarterly financial report (Standard Form 425) in accordance with the Uniform Guidance at 2 CFR 200 and 32 CFR 32.52, to the DLNSEO Program Officer, Grants Officer and Administrative Grants Officer. These reports shall also include information on repayment of grants and disbursement of these funds in its quarterly financial reports, associated with the EASE 3.0 Programs.

5.4 Quarterly Disbursement Schedules.

The recipient shall provide quarterly disbursement schedules to justify its invoice requests, delivered in coordination with requests for payment.

Anticipated Annual Deliverables	Ref.	Delivery Date
Quarterly Progress Reports	5.1	Quarterly
Data collection Plan	5.2.	6 months after gen. elections
Quarterly Federal Financial Reports	5.3	Quarterly
Quarterly Disbursement Schedule	5.4	Quarterly

SECTION D - GENERAL TERMS AND CONDITIONS

1. FEDERAL REQUIREMENTS. Federal statutes and regulations take precedence over all terms and conditions of this Grant Agreement.

2. ADMINISTRATION AND COST PRINCIPLES. Applicable to Grants and Cooperative Agreements, and incorporated herein by reference, are the requirements of the appropriate Office of Management and Budget (OMB) Circulars; "appropriate" is determined by the organizational nature of the Recipient.

(a) 2 CFR Part 200 "Uniform Administrative Requirements Cost Principles, And Audit Requirements for Federal Awards

(b) OMB A-122 "Cost Principles for Nonprofit Organizations" (relocated to 2 CFR Part 230)

(c) OMB A-133 "Audits of States, Local Governments, and Non-Profit Organizations" (includes revisions published in the Federal Register 06/27/2003 and 06/26/2007)

3. DOD GRANT AND AGREEMENT REGULATIONS (DOD 3210.6-R). These regulations, specifically 32 CFR Part 32, implements OMB Circular A-110 and establishes the uniform administrative requirements for Grants, Agreements and subawards awarded to institutions of higher education, hospitals, and other non-governmental and non-profit organizations.

4. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Grant Agreement, or to any benefit arising from it, in accordance with 41 U.S.C. § 22.

5. CERTIFICATIONS. By acceptance (signing) of the awarded Grant Agreement, or by accepting funds under the awarded Grant Agreement, the Recipient is providing the:

(a) Certification at Appendix A to 32 CFR Part 32.13 regarding debarment, suspension, and other responsibility matters.

(b) Certification at Appendix C to 32 CFR Part 26 regarding drug-free workplace requirements.

(c) Certification at Appendix A to 32 CFR Part 28 regarding lobbying.

6. AWARD PROVISIONS FOR NATIONAL POLICY REQUIREMENTS. By acceptance (signing) of the award, or by accepting funds under the award, the Recipient assures that it will comply with applicable provisions of the following national policy requirements (as applicable) with respect to the prohibition of discrimination:

(a) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR Part 195.

(b) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et. seq.).

(c) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

(d) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), implemented by Department of Justice regulations at 28 CFR Part 41 and DoD regulations at 32 CFR Part 56.

7. PROCUREMENT STANDARDS. The uniform standards for the Recipient's procurement of supplies and other expendable property, equipment, real property and other services with Federal funds are set forth in 32 CFR 32.40 through 32.49.

8. PROPERTY STANDARDS. The uniform standards for governing management and disposition of property furnished by the Federal Government, or acquired by the Recipient using Federal funds, whose cost is charged to a project supported by the Grant Agreement are set forth in 32 CFR Sections 32.30 through 32.37. In accordance with 32 CFR 32.34 (h), the Government reserves the right to transfer title to equipment (acquired

by the Recipient using Federal funds) to the Government or to a third party named by the Government. When the Government exercises its right to take title, the equipment shall be subject to the provisions of 32 CFR 32.33.

9. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS. The uniform standards for Recipient's financial management systems are set forth in 32 CFR 32.21.

10. PROGRAM INCOME. Pursuant to 32 CFR 32.24, subparagraphs (b)(1), program income earned during the term of this Grant Agreement shall be retained by the Recipient, and shall be added to funds committed to the project by the Government and used to further eligible project or program objectives. NOTE: Interest earned on advances of Federal funds is not program income. Except as otherwise provided in program regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.

11. RETENTION AND EXAMINATION OF RECORDS. Retention and access requirements for records shall be as set out at 32 CFR 32.53.

12. DISPUTES AND ALTERNATIVE DISPUTES RESOLUTION (32 CFR 22.815). Disputes between the Recipient and the Grants Officer shall be resolved by mutual agreement at the Grants Officer's level, to the maximum extent practicable. Disputes are written demands or written assertions by one of the parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of terms, or other relief arising under or relating to the Grant Agreement. The dispute shall, at a minimum, contain sufficient information and supporting data to enable the Grants Officer to render an informed decision. Whenever a Recipient submits, in writing, a dispute to the Government, the Grants Officer shall consider the issue(s) and, within 60 calendar days of receipt, either:

(a) Prepare a written decision, which shall include the basis for the decision and shall be documented in the award file; or

(b) Notify the Recipient of a specific date when he or she will render a written decision. The notice shall inform the Recipient of the reason for delaying the decision.

(c) **The Recipient shall proceed diligently with performance of the Grant Agreement, pending final resolution of any dispute.**

12.1. Alternative Disputes Resolution (ADR). These procedures include settlement negotiations, mediation, and fact-finding. In the event the Recipient decides to appeal the decision the Recipient is encouraged to enter into ADR procedures with the Grants Officer, as set forth herein:

(a) If the Recipient decides to appeal under ADR, it must within 90 calendar days from the date that it receives the Grants Officer's written decision, mail or otherwise furnish to the Grants Officer notice that an appeal is intended using the ADR procedures herein. The appeal shall include a description of the claim/dispute, reference to the pertinent Grant Agreement terms, and a statement of factual areas of agreement and disagreement.

(b) Within 30 calendar days from the date that the Grants Officer is furnished the Recipient's appeal the Grants Officer shall provide all data, documentation, and pertinent information, required for use on a pending appeal to the Director, Defense Human Resources Activity (DHRA).

(c) The Director, Defense Human Resources Activity (DHRA) shall review the facts pertinent to the dispute or secure assistance from legal and other advisors and issue a written decision with supporting rationale.

(d) If the Recipient chooses not to initiate an appeal using ADR procedures, it may initiate such formal claims as are authorized by 28 U.S.C. 1491, or other applicable statutes.

13. RECIPIENT RESPONSIBILITY. The Recipient has full responsibility for the conduct of the effort supported by this Grant Agreement, in accordance with the Recipient's Application for Federal Assistance (SF 424) and all attachments thereto (incorporated herein at Section E), and the terms and conditions specified in this Grant Agreement. The Recipient is encouraged to suggest, or propose to discontinue, or modify unpromising efforts. The Recipient shall submit, within 90 calendar days after the date of expiration of the award, all financial, performance, and other reports as required by the terms and conditions of the award. The Grants Officer may approve extensions when requested by the Recipient.

14. ACKNOWLEDGEMENT OF SPONSORSHIP. The Recipient agrees that in the release of information relating to this Grant Agreement, such release shall include a statement to the effect that: (a) the effort is a public/private partnership sponsored by the National Security Education Program (NSEP) and other entities over the term of the Agreement, as appropriate; (b) the content of the information does not necessarily reflect the position or policy of the Government; and (c) that no official Government endorsement should be inferred. "Information" includes news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association proceedings, symposia, etc.

15. LIABILITY AND INDEMNITY. Each party hereto shall be responsible for its own activities and those of its agents and employees in carrying out its responsibilities under this Grant Agreement. The Government will not be responsible for, and the Recipient will assume, all liability to persons which may be attributable or incident to the Recipient's negligence or breach of this Grant Agreement, or by the negligence or breach of the Grant Agreement by any of the Recipient's agents and employees. The Recipient further agrees to indemnify, save, hold harmless, and defend the Government, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon personal injury or death resulting from, related to, caused by or incident to the Recipient's negligence in the carrying out of the terms of this Grant Agreement, or breach thereof, or any and all other activities conducted by the Recipient, its agents, employees and contractors incident to this Grant Agreement. Any claim against the Government or its employees for damages arising out of negligence, wrongful acts, or wrongful omissions shall be pursued under the Federal Tort Claims Act.

16. CHANGE OF CIRCUMSTANCES. Each party will promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Grant Agreement.

17. TERMINATION AND ENFORCEMENT.

17.1. Termination. This award may be terminated in whole or in part only as set forth at 32 CFR 32.61.

17.2. Enforcement. The Government's remedies for noncompliance are as set forth at 32 CFR 32.62

18. REVISION OF BUDGET AND PROGRAM PLANS. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans, and request prior approvals for budget and program plan revisions, in accordance with 32 CFR 32.25 and this Article. When requesting approval for budget revisions, the Recipient shall use the budget forms that were used in the application unless the Grants Officer indicates a letter of request suffices. Within 30 calendar days from the date of receipt of the recipient's request for budget revisions, the Grants

Officer shall review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Grants Officer shall inform the recipient in writing of the date when the recipient may expect the decision.

18.1. The Recipient shall immediately request, in writing, prior approval from the Grants Officer when there is reason to believe that a programmatic or budgetary revision will be necessary as, as follows. All other budget related reasons have been waived.

(a) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval) (32 CFR 32.25 (c)(1));

(b) The need for additional Federal funding (32 CFR 32.25 (c)(4));

(c) The transfer of funds among direct cost categories, functions and activities when the cumulative amount of such transfers is expected to exceed TEN percent (10 %) of the total budget as last approved by the Grants Officer and/or AGO (32 CFR 32.25 (c)(9) and 32 CFR 32.25 (e)); and

(d) The need for an extension of the expiration date of the Grant Agreement (32 CFR 32.25 (d)(3)).

19. AWARD TERM - REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

I. Reporting Subawards And Executive Compensation

a. Reporting of first-tier subawards.

1. 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).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrc.gov>.

ii. 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.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. 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—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 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

(B) \$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

iii. 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>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. 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.

1. 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—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 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

(B) \$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

ii. 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>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. 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:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - i. 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.
 - ii. 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").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. 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)):
 - i. Salary and bonus.
 - ii. 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.
 - iii. 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.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. 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.

Reference: <http://www.federalregister.gov/articles/2010/09/14/2010-22705/requirements-for-federal-funding-accountability-and-transparency-act-implementation>

20. **MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter herein. The only method by which the Agreement can be modified is through formal, written modification, signed by either the Grants Officer or the Administrative Grants Officer (AGO). No other communications, whether oral or in writing, shall be binding on the parties.