[Note: The fill–in portions and guidance are in brackets indicating where project information and terms and conditions need to be customized. If a Recipient or outside party requests a copy of the Agreement, they should be provided with a version of the template that does not contain internal guidance. If the Park, Recipient and/or outside party wants to make substantive changes to template Agreement terms, the proposed change(s) must be submitted to the appropriate Awarding Officer for approval (Solicitor review is recommended at Awarding Officer discretion).]

**Cooperative Agreement**

[Insert Agreement Number] [Note: FBMS will assign an Agreement number]

Between

THE UNITED STATES DEPARTMENT OF INTERIOR

NATIONAL PARK SERVICE

AND

[INSERT THE NAME OF THE STATE, TRIBAL OR LOCAL RECIPIENT]

DUNS No.[XXXXXXXXX

Address

City/State/Zip

County]

CFDA: [XX.XXX and include title. For example, use “15.944, Natural Resource Stewardship” when the work conducted is more specific to improving landscapes or natural resource protection. Use “15.948, National Fire Plan – Wildland Urban Interface Community Assistance” when the work being conducted is for fire mitigation.]

Project Title: [XXX. For example, one task agreement between the NPS and the CA Dept. of Forestry and Fire Protection, had the title “Whiskeytown Programmatic WUI Manual Mechanical Thin, Pile and Burn Project.” The task agreement between the NPS (YOSE) and CAL FIRE had the title “Hazard Fuel Reduction and Prescribed Fire Assistance.”]

Amount of Federal Funds Obligated: [$XXX.For a stand-alone Agreement, insert total Federal obligation. For a Master Cooperative Agreement, insert “Funding will occur through subsequent task agreements. Refer to Article 12 of this agreement.”]

Amount of Non-Federal Funding: [$XXX. Insert cost-share amount – if Zero state $0.00] [Delete if a master cooperative agreement with subsequent task agreements anticipated.]

Total Amount of Federal Award: [$XXX. Funding including Recipient Cost Share] [Delete if a cooperative agreement with subsequent task agreements anticipated.]

Period of Performance: [Insert actual start and end dates.]

This Cooperative Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), and [insert name of the State, tribal or local recipient] (Recipient).

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# ARTICLE 1 – LEGAL AUTHORITY

1. The NPS enters into this Agreement pursuant to:

1. 54 U.S.C. §101702(a), which authorizes the NPS to enter into a cooperative agreement that involves the transfer of NPS appropriate funds to a State, tribal or local government or other public entity to carry out public purposes of an NPS program;
2. [Insert any other applicable authority(s) – Only cite legal authorities specific to the work being conducted under the agreement.]

# ARTICLE 2 – PROJECT GOALS AND OBJECTIVES

[Insert background information specific to the program as it relates to the project. For objectives, describe the goals of the project activities as they relate to the overall program goals under this agreement. The following language is sample verbiage, from the cooperative agreement between Point Reyes National Seashore, etc., and the Marin County Fire Department.

A. Background

The NPS has responsibility to protect and provide wildland fire management activities, including fire suppression, within the units of the National Park System. Pursuant to subsection 1.7 A of Part 620 of the Departmental Manual (620 DM 1.7 A), protection priorities are to minimize the risk to people, communities, and natural and cultural resources. For the purpose of this Agreement, this includes all NPS lands within the Golden Gate National Recreation Area, Muir Woods National Monument and Point Reyes National Seashore. MCFD is responsible for providing fire protection for its lands, citizens and buildings as well as State responsibility lands (SRA) in Marin County.

For over 40 years, the NPS and MCFD have built a strong and effective collaborative relationship aimed at suppressing wildfires, managing fuels and protecting communities, citizens and critical resources from the threat of wildfires. In recent years, the ability of the NPS fire program in Marin County to the requirements to protect human life and property and natural/cultural resources, has been significantly reduced. It is mutually advantageous and in the best interests of the public for the NPS and MCFD to enter into this Agreement to efficiently maximize funds and firefighting resources in the prevention, detection, management and suppression of all wildfires on NPS lands in Marin County. MCFD is a full-time, all-hazard fire department with six fire stations, three of which are adjacent to each of the NPS units in Marin. MCFD has the resources and expertise necessary to successfully provide the required wildland fire protection.

B. Objectives

The objectives of this Agreement are for MCFD to assist the NPS with prevention, detection and suppression of wildland fires on NPS lands.

Financial assistance provided by the NPS from this Agreement will be utilized by MCFD to provide firefighters and leadership for two additional fire engines during the fire season. These engines are owned and provided by the NPS and will help to provide the necessary additional firefighting resources to meet the objectives of this Agreement.

Although funds provided by the NPS only cover the fire season, this Agreement establishes that MCFD will provide wildland fire protection services to the NPS on a year-round, 24-hour basis. MCFD will provide the necessary resources to take independent action in the suppression and management of all unwanted wildfires occurring on, or threatening, NPS managed lands in Marin County. MCFD will also provide and commit, at no additional cost to the NPS, numerous firefighting resources and leadership (outlined in the Annual Operating Plan (AOP)) that will respond for initial attack on all fires on NPS lands in Marin County. This agreement covers the first four (4) hours of initial attack provided by MCFD. If firefighting operations extend beyond the initial four (4) hours, or additional resources are required not outlined in the AOP, reimbursement procedures for those extended services will be covered in the AOP.

The NPS and MCFD will hold regular meetings and develop effective communication processes to ensure NPS direction and guidance for resource protection during a wildfire is clearly understood by both agencies. Additional management staff made available by the MCFD through this Agreement will significantly increase opportunities to accomplish meaningful and strategic vegetation fuels reduction on NPS lands. The primary goal of these actions is to protect adjacent communities from wildfires, and provide residents safe egress routes. The MCFD has a dedicated Vegetation Management Battalion Chief who will be committed to collaborating with the NPS to develop and implement a comprehensive and strategic fuels reduction plan.

This five-year Agreement will be conducted in multiple phases, with each phase covering one year’s fire protection and fuels management assistance. Phase 1 objectives and tasks are identical to future phases. This Agreement initially funds Phase 1 work (2018 fire season), but may be modified to add future phases, subject to the availability of funding and satisfactory progress of project work.]

# ARTICLE 3 – PUBLIC PURPOSE

[Insert statement of public purpose of support or stimulation for the legal authority. This statement should be consistent with the Justification for Use of Financial Assistance public purpose statement. The following is from the Point Reyes-MCFD Agreement:

The purpose of this Agreement is to ensure the necessary fire response resources are available to protect life, property and natural/cultural resources from the threat of wildfire. This Agreement will also provide the tools and staffing to mitigate the threat of catastrophic fires to communities and natural resources by reducing hazardous wildland fuels in the parks, while initiating inventory and monitoring programs to determine the impacts of fuels reduction and removal actions on vegetation, wildlife and overall ecosystem health. The actions implemented under this Agreement will directly benefit the general public and NPS lands, by ensuring there is adequate and dedicated emergency response to all wildfires.]

# ARTICLE 4 – COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to NPS property, personnel, or resources may be limited at the start of the Agreement.  Any performance that requires access to NPS property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources.  The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to NPS property or resources.   Such approvals can only be provided by the NPS Financial Assistance Awarding Officer.  In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the Agreement may be cancelled, by either the NPS or the Recipient, in its entirety.  In addition, the Recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the Agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

# ARTICLE 5 – STATEMENT OF WORK

[For Master Cooperative Agreement, insert– “Detailed statements of work will be defined at the task agreement level based on the goals, objectives, and public purpose of this agreement.”

For Stand-alone Cooperative Agreement, insert the detailed project statement of work, including all activities to be undertaken, descriptions of major tasks, project milestones, project phases, etc. This section does not need to include the entire project proposal, but needs to include enough detail to track milestones and progress as noted in the project proposal. The following statement of work is from the Point Reyes, etc. Agreement with the MCFD:

1. MCFD will:
2. Collaboratively undertake a project titled “Fire Protection and Fuels Management Assistance for Point Reyes National Seashore, Golden Gate National Recreation Area, and Muir Woods National Monument” as described throughout this Agreement.
3. Provide additional firefighters and leadership to staff and operate NPS-owned fire engines during the typical fire season. These engines will be located at MCFD adjacent to NPS lands or at existing NPS fire stations.
4. Provide adequate resources to take independent action in the suppression of unwanted wildfires occurring on or threatening NPS-managed lands in Marin County.
5. Provide prompt notification outlined in the AOP to pre-identified NPS agency representatives when a fire is discovered on NPS-managed lands covered by this Agreement.
6. Coordinate and collaborate regularly on all actions and activities involving MCFD on NPS lands with the NPS Bay Area Network Fire Management Officer (FMO), park superintendents and resource management staff.
7. Provide the NPS with copies of all fire reports for fires occurring on NPS-managed lands in Marin County.
8. Not utilize ground disturbing equipment such as graders or bulldozers on NPS lands without the permission of the park superintendent or a designated representative, except in cases where the wildfire threatens to leave NPS lands, or where life and/or property are imminently threatened.
9. Not utilize retardant on NPS wetlands without the permission of the park superintendent or a designated representative, except in cases where the wildfire threatens to leave NPS lands or where life or property are imminently threatened.
10. Coordinate with the planning and implementation of mechanical and prescribed fire vegetation fuels management projects on NPS lands.
11. Provide opportunities for formal fire suppression training for NPS employees.
12. Ensure that any vehicle provided by NPS for use by MCFD personnel under this Agreement is used only for the performance of work authorized under this Agreement. Measures taken by MCFD shall include, without limitation, that (a) any such MCFD personnel is in possession of a valid State driver’s license, and (b) the establishment and enforcement of suitable penalties for MCFD personnel that willfully use or authorize the use of NPS vehicles for other than official purposes. In addition, MCFD agrees to assume any cost or expense incident to any use of such vehicles not related to the performance of this Agreement.]

[The full project proposal, if necessary, can be incorporated by attachment, thus: “The Recipient shall adhere to the approved statement of work as set forth in Attachment XX of this agreement.”]

# ARTICLE 6 – RESPONSIBILITIES OF THE PARTIES

[For Master Cooperative Agreement, insert *–* “As subsequent task agreements are entered into under this Agreement, specific party responsibilities will be developed for each project or activity having a separate statement of work and budget, and will be developed cooperatively between the NPS and Recipient.”

For Stand-alone Cooperative Agreements, insert the following –

1. Recipient Responsibilities (the following is sample language from the WHIS - CAL FIRE Task agreement):

1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, State, and local laws, regulations, and codes, as applicable.

2. Coordinate a work schedule with the NPS to complete project activities.

3. Provide inmate hand crew(s) of 10-15 persons, plus a qualified supervisor, for a total of XX working days

4. Provide the inmate work crews with transportation, mechanized equipment (e.g., chain saws, including fuel and oil), hand tools, and personal protective equipment.

5. Be responsible at all times for the supervision, health safety, custody, discipline, and control of inmates participating in work projects under this Agreement, and to accompany inmates while engaged in such projects. Inmates will not be split into smaller units in different locations.

6. Provide the NPS with a Monthly Project Report that tracks the number of crew days, the daily rate, and project activity locations and number of inmates and supervisors at each project location.

1. NPS Responsibilities (the following is from the Point Reyes Agreement. If work will involve prison inmate work crews, recommend referencing the associated task agreement template for additional verbiage to consider adding):

1. Monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and tasks identified below. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient’s request, NPS may also provide technical assistance to the Recipient in support of the objectives of this Agreement.

2. Provide timely and effective program management direction, decisions and guidance.

3. Provide leadership and inter-agency cooperation assuring regular and effective communications between the MCFD and NPS is the highest priority.

4. Coordinate monthly meetings from May-November, or more frequently if fire activity warrants. Meetings will ensure all elements and expectations of this Agreement and AOP are being met.

5. Provide a representative during all fires occurring on NPS lands to develop and coordinate fire suppression objectives and tactics.

6. Provide MCFD with additional vehicles and equipment, beyond the two engines, when requested and available to achieve objectives and tasks of this Agreement and the AOP.

7. Ensure an NPS representative attends regular county-wide fire operations planning groups and Fire-Safe Marin meetings.

8. Where qualified and when available, NPS staff will actively engage in firefighting to assist MCFD in wildland fire suppression operations on NPS lands and non-NPS lands in Marin County.

9. At its discretion, allow MCFD personnel participating in this project to operate Government-owned or -managed vehicles as necessary to conduct the work for this project. Measures taken by the NPS include, without limitation, (a) providing justification for MCFD’s vehicle use to the park superintendent and obtaining his/her approval, (b) ensuring that any such MCFD personnel is in possession of a valid State driver’s license, and (c) instructing MCFD personnel on appropriate and safe vehicle use.

1. The Recipient and NPS, jointly, agree to (the following is from the Point Reyes Agreement. If work will involve prison inmate work crews, recommend referencing the associated task agreement template for additional verbiage to consider adding):

1. Meet annually, prior to the start of fire season, to prepare an AOP. This AOP will include protection area maps, current rates for use of equipment and personnel, lists of principal personnel, dispatching procedures and any other items identified in this Agreement necessary for efficient implementation.

2. Share NPS fire management owned facilities, vehicles and equipment for the purposes of successfully implementing this Agreement and the AOP. This includes but is not limited to: NPS fire stations at Fort Cronkhite and Bear Valley; two wildland fire engines; GSA- and Interior-owned fleet vehicles; tree chippers and masticator; chainsaws; brush-cutters; radios; hauling trailers; firefighting tools; and protective personal equipment.

3. Stock and maintain a well-equipped fire cache at the Bear Valley fire station to support area-wide wildfire preparedness and response, and other potential emergencies such as floods and earthquakes.

4. Collaborate and cooperate in developing and implementing a comprehensive strategy to protect adjacent communities and critical park resources from the threat of wildfire through vegetation fuels reduction.

5. Conduct regular After Action Reviews (AARs) after significant incidents, or those with potential, to ensure all resources responded as expected, required communications were made and the actions taken were appropriate and effective.]

ARTICLE 7 – COST-SHARE REQUIREMENT[choose one]

Non-Federal cost-share is not required for this Agreement.

OR

At least \_\_\_\_ % non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost-share percentage identified in this agreement.

ARTICLE 8 – PRE-AWARD INCURRENCE OF COSTS[choose one]

The Recipient shall be entitled to reimbursement for costs incurred on or after [date], which, if they had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

OR

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

ARTICLE 9 – APPROVED INDIRECT RATE[choose one]

The Federally negotiated indirect rate to be applied against [insert applicable base – i.e., salary & fringe/total project cost] in this agreement shall be [XX]% [choose one – TDC/MTDC]. This rate is valid through [insert date]. It is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. [In the case of a program-wide exception such as the CESU program, simply note the negotiated rate minus the applicable base information.]

OR

The Recipient has never had a Federally approved negotiated indirect rate, and as the NPS is the cognizant agency, the Recipient has requested and received approval from the NPS of a 10% de minimis MTDC rate per 2 CFR 200.414.

OR

The recipient has proposed [XX.XX]% indirect cost rate, which is applied against the following direct cost base [insert base cost item – e.g., all direct costs, all sub-award/sub-contract costs up to the first $25,000]. This rate has been accepted as a provisional indirect rate and is subject to change. The Recipient must coordinate review and approval of their indirect cost rate with the Acquisition Services Directorate, Interior Business Center (ASD/IBC), Department of the Interior within six (6) months of award in accordance with the applicable provisions of 2 CFR part 200.

# ARTICLE 10 – TERM OF AGREEMENT

[Note: The term of the agreement should not exceed five years unless justified in writing and approved by the MABO Lead for FA Agreements (Solicitor review is recommended for a term of agreement exceeding five years unless authorized by legislation or policy).

The Agreement will become effective upon the date of the last signature in Article 20 (Effective Date) and will expire [insert the Agreement term in years] years from that date (Expiration Date), unless terminated earlier per Article 17. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

OR

[Alternatively specify dates] The Agreement will become effective upon the date of the last signature in Article 20 [ORinsert official start date] (Effective Date) through [insert the month, day and year for the Agreement’s expiration date] (Expiration Date), unless terminated earlier per Article 17. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

# ARTICLE 11 – KEY OFFICIALS

1. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:
2. **For the NPS:**

Awarding Officer (AO):

[Insert Name]

[Insert Title]

National Park Service

[Insert Office/Department]

[Insert Address]

[Insert City, State and Zip]

[Insert Phone]

[Insert Fax]

[Insert email]

Agreement Technical Representative (ATR):

[Insert Name]

[Insert Title]

National Park Service

[Insert Office/Department]

[Insert Address]

[Insert City, State and Zip]

[Insert Phone]

[Insert Fax]

[Insert email]

[Note: Additional NPS key officials may be listed, but at a minimum include the AO and ATR.]

1. **For the Recipient:**

[Insert Name]

[Insert Title]

[Insert Recipient]

[Insert Office/Department]

[Insert Address]

[Insert City, State and Zip]

[Insert Phone]

[Insert Fax]

[Insert email]

[Note: Additional Recipient key officials may be listed, but at a minimum the authorized signing official for the Recipient must be included.]

1. **Communications**. Recipient shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR.
2. **Changes in Key Officials**. Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

# 

# ARTICLE 12 – AWARD AND PAYMENT

1. [For Stand-alone Cooperative Agreements:] The NPS will provide funding to the Recipient in an amount not to exceed $[insert dollar amount] for the Statement of Work described in Article 5 and in accordance with the NPS-approved budget. The approved budget detail is incorporated herein, Attachment B. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

OR

1. [For Master Cooperative Agreements:] The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Agreement identifying each project or group of projects, the amount of financial assistance and any other special terms or conditions applicable to that project tasks.

B. Recipient shall request payment in accordance with the following:

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

1. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <https://www.sam.gov/SAM/>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurement documents the Recipient may have with the Federal Government.
2. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
3. **Allowable and Eligible Costs**.Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
4. **Travel Costs**. For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient’s written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
5. **Indirect Costs**.Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
6. **Recipient Cost Share or Match**. Any non–Federal share, whether in cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

# ARTICLE 13 – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

# ARTICLE 14 – INSURANCE AND LIABILITY

[Note: The insurance liability terms in Article 14 may be customized based on the risks evaluated. Insurance terms may be modified to accommodate the Recipient’s entity status (e.g., State government or locality), or to provide additional insurance coverage as warranted. It is at the Awarding Officer’s discretion to adjust the dollar amount of the liability insurance and the associated language based on the assessed risk level and good business judgment in accordance with DIG 2014-01 Financial Assistance Liability and Insurance.

A. Insurance. The recipient shall be required to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.

B. Insured. The Federal Government shall be named as an additional insured under the recipient's insurance policy.

C. Indemnification. The recipient hereby agrees to indemnify the Federal Government, and NPS from any act or omission of the Recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate), (1) against third party claims for damages arising from one or more identified activities carried out in connection with this financial assistance agreement and (2) for damage or loss to Government property resulting from such an activity. This obligation shall survive the termination of this Agreement.

To purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of *one million dollars ($1,000,000)* per person for any one claim, and an aggregate limitation of *three million dollars ($3,000,000)* for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, [Recipient Name] shall provide the NPS with confirmation of such insurance coverage.

To pay the United States the full value for all damage to the lands or other property of the United States caused by the Recipient, its officers, employees, or representatives.

To provide workers' compensation protection to the Recipient, its officers, employees, and representatives.

To cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the Recipient, its agents, and employees.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the Recipient, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Recipient, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the Recipient will constitute termination of this Agreement by NPS.

D. Flow–down: For the purposes of this clause, "recipient" includes such sub–recipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government’s determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

E. Identified activities: [Enumerate as appropriate]

ARTICLE 15 – REPORTS AND/OR OUTPUTS/OUTCOMES

[For Master Cooperative Agreements:]SF425 Federal Financial Reports (FFR) and Performance Reports submission dates and requirements shall be set at the task agreement level.

OR

[For Stand-alone Cooperative Agreements:]

1. The following table sets forth the reporting requirements for this agreement. [Reference the reporting schedules found in DOI-AAAP-0058 for assistance in filling out this section.]

**Performance Report**

|  | Interim Reports | Final Report |
| --- | --- | --- |
| Format | No specific format required. See content requirements in 2 CFR 200.327-329. | Summary of activities completed during the entire period of performance is required. See content requirements in 43 CFR 12.80. |
| Reporting Frequency | *Choose One*  Quarterly, Semi-Annual, Annual  [NOTE: DOI-AAAP-0058, reporting more frequently than annual must be supported by risk assessment or other circumstances] | Final Report due upon completion of Agreement’s period of performance |
| Reporting Period | *Choose One*  **For Quarterly Reporting:**  Jan 1 – March 31  April 1 – June 30  July 1 – Sept 30  Oct 1 – Dec 31  **For Semi-Annual Reporting:**  (select applicable period)  Jan 1 – June 30  June 30 – Dec 31   * Or   Oct 1 – March 31  Apr 1 – Sept 30  **For Annual Reporting**:  (select applicable period)  Jan 1 – Dec 31  April 1 – March 31  July 1 – June 30  Oct 1 – Sept 30 | Entire period of performance |
| Due Date\* | *Choose One*  **For Quarterly & Semi-Annual Reporting:** Within 30 days after the end of the Reporting Period.  **For Annual Reporting**: Within 90 days after the end of the Reporting Period. | Within 90 days after the completion date of the Agreement |
| First Report Due Date | The first performance report for the reporting period ending (select applicable period)December 31/ March 31/ June 30/ September 30, 20XX is due on: (Month, day, year) | N/A |
| Submit to: | Insert ATR and/or AO/Specialist | Insert ATR and/or AO/Specialist |

**Federal Financial Report**

|  | Interim Reports | Final Report |
| --- | --- | --- |
| Format | SF-425 (all sections must be completed) | SF-425 (all sections must be completed) |
| Reporting Frequency | *Choose One*  Quarterly, Semi-Annual, Annual  [NOTE: DOI-AAAP-0058, reporting more frequently than annual must be supported by risk assessment or other circumstances] | Final Report due upon completion of Agreement’s period of performance |
| Reporting Period | *Choose One*  **For Quarterly Reporting:**  Jan 1 – March 31  April 1 – June 30  July 1 – Sept 30  Oct 1 – Dec 31  **For Semi-Annual Reporting:**  (select applicable period)  Jan 1 – June 30  June 30 – Dec 31   * Or   Oct 1 – March 31  Apr 1 – Sept 30  **For Annual Reporting**:  (select applicable period)  Jan 1 – Dec 31  April 1 – March 31  July 1 – June 30  Oct 1 – Sept 30 | Entire period of performance |
| Due Date\* | *Choose One*  **For Quarterly & Semi-Annual Reporting:** Within 30 days after the end of the Reporting Period.  **For Annual Reporting**: Within 90 days after the end of the Reporting Period. | Within 90 days after the completion date of the Agreement |
| First Report Due Date | The first Federal financial report is due for reporting period ending December 31/ March 31/ June 30/ September 30, 20XX | N/A |
| Submit to: | Insert ATR and/or AO/Specialist | Insert ATR and/or AO/Specialist |

1. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

C. [Optional Term: If applicable, detail other reports/items as described in Article 5 – Statement of Work. Please note that a Financial Assistance (FA) agreement is effort based, not deliverable based, and payment should not be contingent on the receipt of items other than OMB FA regulation/guidance required reports.]

ARTICLE 16 – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 *applies* to this Agreement.

ARTICLE 17 – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

1. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
2. Additional conditions may be imposed by NPS if it is determined that the Recipient is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
3. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

# ARTICLE 18 – GENERAL AND SPECIAL PROVISIONS

1. **General Provisions**
2. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>):
3. **Administrative Requirements:**

**2 CFR part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” in its entirety;**

1. **Determination of Allowable Costs:**

**2 CFR part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E”;**

1. **Audit Requirements:**

**2 CFR part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F”; and**

1. **Code of Federal Regulations/Regulatory Requirements:**

[2 CFR part 182 & 1401 “Government–wide Requirements for a Drug–Free Workplace](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=50ff52492b15ab863ba3653823139c4e&tpl=/ecfrbrowse/Title43/43cfr43_main_02.tpl)”;

2 CFR part 180 & 1400 “Non–Procurement Debarment and Suspension,” previously located at 43 CFR part 42, “Governmentwide Debarment and Suspension (Non-Procurement)”;

[43 CFR part 18 “New Restrictions on Lobbying](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=50ff52492b15ab863ba3653823139c4e&tpl=/ecfrbrowse/Title43/43cfr18_main_02.tpl)”;

[2 CFR part 175 “Trafficking Victims Protection Act of 2000](http://www.whitehouse.gov/omb/memoranda/fy2008/m08-03.pdf)”;

FAR Clause 52.203–12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR part 25 “System for Award Management” (www.SAM.gov) and “Data Universal Numbering System (DUNS)”; and

2 CFR part 170 “Reporting Subawards and Executive Compensation.”

1. **Non–Discrimination**.All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
2. **Lobbying Prohibition**.18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
3. **Anti–Deficiency Act**.Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **Minority Business Enterprise Development**.Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
5. **Assignment**.No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
6. **Member of Congress**. Pursuant to 41 U.S.C. §22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
7. **Agency**.The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
8. **Non–Exclusive Agreement**. This Agreement in no way restricts the Recipient or the NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
9. **Survival**.Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
10. **Partial Invalidity**. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
11. **Captions and Headings**. The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
12. **No Employment Relationship**. This Agreement is not intended to and shall not be construed to create an employment relationship between the NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal Government.
13. **No Third–Party Rights**. This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
14. **Foreign Travel**. The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. §40118). The implanting regulations of the Fly America Act are found at 41 CFR 301–10.131 through 301–10.143.
15. **Program Income.** If the Recipient earns program income, as defined in 2 CFR 200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR 200.305(5)). As allowed under 2 CFR 200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

B. **Special Provisions –** [Refer to the As Needed Terms and Conditions to add special provisions based on project and program specifics]

1. **Public Information and Endorsements**
2. Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient’s work products, or considers the Recipient’s work product to be superior to other products or services.
3. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer: “The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
4. Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
5. Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a Federally recognized Indian tribal government.
6. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
7. **Rights in Data.** The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
8. **Retention and Access Requirements for Records**.All Recipient financial and programmatic records, supporting documents, statistical records, and other grants–related records shall be maintained and available for access in accordance with 2 CFR part 200.333–200.337.
9. **Audit Requirements**
10. Non–Federal entities that expend $750,000 or more during a year in Federal awards shall have a single or program–specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501–7507) and [2 CFR part 200, subpart F](https://www.ecfr.gov/cgi-bin/text-idx?SID=528fde7db67000944e15e9f973791e56&mc=true&node=sp2.1.200.f&rgn=div6).
11. Non–Federal entities that expend less than $750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass–through entity, and General Accounting Office (GAO).
12. Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR part 200, subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <https://harvester.census.gov/facdissem/SearchA133.aspx>.
13. **Procurement Procedures**. A full description of procurement standards can be found in 2 CFR 200.317-200.326.
14. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving**.Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government–wide prohibition on the use of text messaging while driving on official business or while using Government–supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company–owned or –rented vehicles, Government–owned or leased vehicles, or while driving privately owned vehicles when on official Government business or when performing any work for or on behalf of the government.
15. **Seat Belt Provision**. The Recipient isencouraged to adopt and enforce on–the–job seat belt use policies and programs for their employees when operating company–owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
16. **Trafficking in Persons**. This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR 175.15).
17. **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**
    1. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. §4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).
    2. The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. §4712.
    3. The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR 52.203–17 (as referenced in 42 CFR 3.908–9).
18. **Reporting Subawards And Executive Compensation.** Recipients must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associated amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. §6101 note)). Refer to <https://www.fsrs.gov/> for more information.
19. **Conflict of Interest**
20. Applicability.
21. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
22. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
23. Requirements.
24. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
25. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
26. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
27. Notification.
28. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
29. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
30. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR part 18 and 31 USC § 1352.
31. Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
32. Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR part 180).
33. **Minimum Wages Under Executive Order 13658 (January 2015)**

a) Definitions. As used in this clause—

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

“Worker”—

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

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

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

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

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. §214(c)](http://api.fdsys.gov/link?collection=uscode&title=29&year=mostrecent&section=214&type=usc&link-type=html).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) Executive Order Minimum Wage Rate.

(1) The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently $10.20 per hour as of January 1, 2017).

(2) The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.dol.gov/> (or any successor web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

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

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities shall consider any Subrecipient requests for such price adjustment.

(iii) The Financial Assistance Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 CFR 10.23](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-10.23), Deductions.

(6) The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(8) The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The non-Federal entity shall follow the policies and procedures in [29 CFR 10.24](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-10.24)(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. §214](http://api.fdsys.gov/link?collection=uscode&title=29&year=mostrecent&section=214&type=usc&link-type=html)(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

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

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

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. §214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. §213(a)(1) and [29 CFR part 541](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-541)).

d) Notice. The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the poster provided by the Administrator, which can be obtained at <https://www.dol.gov/agencies/whd/government-contracts>*,* in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e) Payroll Records.

(1) The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The non-Federal entity shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.

(3) The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 CFR 10.26](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-10.26) and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer’s own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the non-Federal entity’s payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

f) Access. The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

g) Withholding. The Financial Assistance Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.

h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning a non-Federal entity’s compliance with Department of Labor regulations at [29 CFR part 10](https://www.federalregister.gov/select-citation/2014/12/15/29-CFR-10). Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

i) Antiretaliation. The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

j) Subcontractor compliance. The non-Federal entity is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.

k) Subawards. The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

1. **Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.** Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

1. **Data Availability**

(a)Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

(i) The scientific data relied upon;

(ii) The analysis relied upon; and

(iii) The methodology, including models, used to gather and analyze data.

# ARTICLE 19 – ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement: [Insert approved budget and any other relevant documents, such as the detailed statement of work if applicable.]

1. SF–424A – Budget Information
2. [Note: Additional attachments may be added, i.e., budget details, project plans, etc.]

The Standard Forms (SF) can be downloaded electronically at <https://www.grants.gov/> or by contacting the NPS Awarding Officer.

# ARTICLE 20 – SIGNATURES

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

**FOR** [insert capitalized and boldfaced name of Recipient**]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

[Title]

**FOR THE NATIONAL PARK SERVICE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Date

Awarding Officer

Attachment A

SF–424A – Budget Information – Non–Construction Programs

Attachment B

Miscellaneous Attachment(s)

[as applicable]