

## Cooperative Agreement

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

Between

THE UNITED STATES DEPARTMENT OF INTERIOR

NATIONAL PARK SERVICE

AND

ASSOCIATION FOR THE STUDY OF AFRICAN AMERICAN LIFE AND HISTORY

(ASALH)

DUNS No: 048011530

301 Rhode Island Avenue, NW

Suite 2204

Washington, DC 20001

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CFDA: 15.954 (National Park Service Conservation, Protection, Outreach and Education)

Project Title: Carter G. Woodson Historic Home Site

Amount of Federal Funds Obligated: \$0.00 Property Assignment: The National Park Service's contribution consists of the Assigned Spaces and Facilities.

Amount of Non-Federal Funding: \$0.00

Total Amount of Federal Award: \$0.00 Property Assignment: The National Park Service's contribution consists of the Assigned Spaces and Facilities.

Period of Performance: The Agreement will become effective upon the date of the last signature in Article XIX (Effective Date) and will expire ten (10) years from that date (Expiration Date), unless terminated earlier per Article XVI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

This Cooperative Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), and The Association for the Study of African American Life and History (ASALH).

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### ARTICLE I – LEGAL AUTHORITY

NPS enters into this Agreement pursuant to:

[54 U.S.C. §§ 100101](#) (the NPS Organic Act), which authorizes the NPS to take actions in furtherance of the NPS mission;

[54 U.S.C. §§ 100804](#), which addresses improved use of partners and volunteers in interpretation and education;

[54 U.S.C §101701](#), which authorizes the Secretary to enter into agreements with individuals and entities to share costs and services in support of NPS projects;

[54 U.S.C. §101702\(a\)](#) Cooperative Agreements, Transfer of Service Appropriated Funds, provides that the NPS may enter cooperative agreements that involve the transfer of NPS-appropriated funds to non-profit organizations for the public purpose of carrying out NPS programs pursuant to 31 U.S.C. 6305 (which allows the transfer of a “thing of value” under a cooperative agreement);

[54 U.S.C. § 102301](#), which authorizes the NPS to recruit, train, and accept the services of individuals without compensation as volunteers for or in aid of interpretive functions or other visitor services or activities in and related to NPS units and related areas;

[54 U.S.C. § 320101](#) and [54 U.S.C. § 320102](#), which grants powers and duties to the Secretary of Interior related to historic sites; and

[Public Law 108-192](#), the enabling legislation for the “Carter G. Woodson Home National Historic Site Act”

## **ARTICLE II – PROJECT GOALS AND OBJECTIVES**

The purpose of this Agreement is to maintain the historical connection and significance between the Carter G. Woodson Historic Homesite and the Association for the Study of African American Life and History (hereinafter referred to as the “partner”). The home was constructed circa 1872, the subject of Historic American Buildings Survey study DC-No.369, and the land and cultural landscape where the House is located.

The Carter G. Woodson Home, located at 1538 Ninth Street, NW, Washington, D.C., is the former home, office, and workplace of Carter Godwin Woodson (December 19, 1875 -- April 3, 1950), also known as the “Father of Black History. Woodson purchased the house in 1922 to serve as his residence and the base for his lifelong commitment to the professionalization and promotion of black history. He lived and worked there until his death in 1950. The home served as the headquarters of the Association for the Study of Negro Life and History (ASNLH), co-founded by Woodson in 1915; the *Journal of Negro History* in 1916; Associated Publishers, Inc., incorporated in 1921; and Negro History Week, co-founded in 1926.

From his “office home,” Woodson created and maintained a space for himself and dozens of women and men to work collectively to write and publish hundreds of books and articles; to promote the importance of black history through lectures, presentations,

newsletters and history kits; to research, collect, archive and display a wide range of textual and visual material; and to provide venues for scholars to present and publish their work.

Woodson was active in civil rights and black freedom struggles in Washington, D.C. and nationally, and believed that education was central to combating racism and achieving true freedom.

The home was designated a National Historic Landmark in 1976 and the National Park Service acquired the house and two adjacent properties in 2005. Restoration on the subject property began in 2014. In 2016, the NPS completed an extensive restoration and rehabilitation of the house after decades of neglect and damage from a 2011 earthquake and hurricane. This update fully addresses the physical characteristics of the building, identifies the current condition and results of the restoration and rehabilitation efforts, and provides a clear and thorough understanding of the NHL's historical significance and connection to Carter G. Woodson and his outstanding accomplishments in scholarship and in the advancement of African American Civil Rights. The rehabilitation of the adjacent properties continues today as NPS completes the work to finalize the site.

Since the 2005 acquisition, The Association for the Study of African American Life and History, together with the National Park Service, has facilitated interpretation and education of Dr. Carter G. Woodson's life and legacy for the public. Agreements have been in place since 2005 to formalize this arrangement. The existing agreement, NACE/CAWO-20-ASALH-001, is currently valid; this agreement, when signed, will supersede and terminate agreement NACE/CAWO-20-ASALH-001.

### **ARTICLE III – PUBLIC PURPOSE**

[54 U.S.C. § 320102](#)(f) allows NPS to “cooperative agreements with...associations, or individuals, with proper bond where considered advisable, to protect, preserve, maintain, or operate any historic or archeologic building, site, or object, or property used in connection with the building, site, or object, for public use”. Additionally, [Public Law 108-192](#) established the Carter G. Woodson Historic Homesite to protect and preserve the historic and cultural significance and further educate the public about the life and legacy of Dr. Carter G. Woodson.

NPS and the Partner believe the use and occupancy of the Dr. Carter G. Woodson Home by the partner fulfills the intent of these two laws by serving two public purposes:

- 1) Partner will aid in facilitating interpretation and education activities of the Carter G. Woodson Home National Historic Site, for the duration of this

agreement. This will specifically include the review or assistance of the following:

- a. Historic home tour scripts
  - b. Educational programs (Lesson plans and on-site activities)
  - c. Review of exhibitions
  - d. Assist in recruiting and training volunteers and interns
  - e. Events (programs, commemorations etc.)
- 2) Guarantee a public use of the Carter G. Woodson Home National Historic Site for interpretive and educational experiences for the public beyond what NPS can currently provide.

#### **ARTICLE IV – STATEMENT OF WORK**

The Association for the Study of African American Life and History, Washington, D.C. is authorized and responsible for maintaining their portion and use of shared portions of the interior (see Article V) of the Carter G. Woodson Historic Homesite. NPS will assign the Partner exclusive use of a portion of the Carter G. Woodson Historic Homesite located at 1538 Ninth Street NW, Washington, DC, so long as the Partner allows for public use as provided by [54 U.S.C. § 320102\(f\)](#).

The Partner, having been a key player in the furtherance of Dr. Woodson’s legacy and the campaigns to preserve the House, the sole partner of the House since 1922 has demonstrated a unique and intimate interest in continuing the work of Dr. Woodson and sharing that work with the public. Through regular public programming, the Partner has unparalleled experience in interpreting the history and importance of the Carter G. Woodson Home National Historic Site and in promoting the activities of the site as well as the life and legacy of Dr. Woodson.

#### **ARTICLE V – RESPONSIBILITIES OF THE PARTIES**

A. The Partner agrees to:

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

2. Designate an officer(s) or member(s) of the Association to serve as the liaison between the Service and the Association with respect to activities and matters dealing with occupancy in the Woodson Home National Historic site.

**Facility Occupancy, Use, Equipment and Personal Property**

3. Partner is assigned exclusive use and occupancy of the following offices; 210, 220, 221, and corridors leading to said office spaces on the second floor of Woodson Historic home site buildings 1540 and 1542, respectively. The combined space of these offices and the corridors total 737 square feet. Partner is permitted to outfit these spaces with articles and furnishings in accordance with applicable building codes, laws, regulations and policies related to healthy and safe spaces.
4. Partner is granted use of a shared kitchen, lavatory and nursing station (224, 226, and 225) on the second floor of the Woodson Historic home site building 1540. Partner may also schedule use of the classroom and the meeting room (010 and 001) through advanced request via the Woodson Historic Homesite manager or their designee. The use of these spaces is not exclusive to ASALH as NPS staff and other on-site partner may also access and utilize these spaces.
5. Partner shall maintain occupied areas in a neat and orderly condition.
6. All waste generated by the partner shall be disposed of properly in receptacles provided by the Service, and in accordance with applicable regulatory standards. The partner must minimize the use of hazardous substances and obtain written approval from the Service prior to using chemicals in occupied or common areas. All hazardous waste, and/or waste that cannot be disposed of in general waste or recycling, generated by the partner must be disposed of in accordance with applicable regulations.
7. Partner will pay the cost of utilities (electricity, gas, water, and sewage), based on a prorated amount in accordance with the relative portion of the Woodson Home National Historic Site occupied by the Partner. Partner will also provide their own telephone and internet service.
8. Independently provide all partner office equipment located at the Woodson Home National Historic Site. The partner shall purchase and utilize

equipment that integrates energy conservation measures where feasible (such as Energy Star compliant).

9. Maintain and repair all partner personal property located at the Woodson Home National Historic Site.
10. Partner ensures that the actions and those of its agents do not impair the historical character or physical integrity of the Woodson Home National Historic Site.
11. Obtain prior written approval from the Service for the design, location, method of installation, and the duration of any signs placed on the interior or exterior walls of the Woodson Home National Historic Site.
12. Partner agrees to not loan, rent, lease, assign or otherwise grant to any third party for financial gain; the ability to use any portion of the Woodson Home National Historic site.
13. Partner agrees to provide the Service with a list updated annually or when key material personnel changes occur, of all persons authorized by the partner to have keys/access codes to the Woodson Historic Home site and to enter and leave facility at times when it is not open to the public. The Partner's access to the Woodson Home National Historic Site is dependent on compliance with laws and Government policies respecting Government facility security.
14. Open all areas used by the Partner, for inspection by the Superintendent or their authorized representatives at all reasonable times in company with a representative of the Partner.
15. Make no alterations to the interior or exterior of the House, including the grounds, without the written approval of the Superintendent, National Capital Parks-East.

### **Interpretation and Education Activities**

16. Partner will coordinate interpretive and educational activities in concert with and complementary to the Service's programs and special events.
17. Partner may, at its discretion, sponsor or aid the Service in providing interpretive and informational programs at the Woodson Home National

Historic Site. The Service shall retain overall responsibility for visitor interpretive, educational, and informational programs presented at the Woodson Home National Historic Site.

18. Provide a calendar of activities that will take place in the Woodson Home National Historic Site.

### **Fundraising, Donated Funds, Goods or Services**

19. Comply with Director's Order 21 (DO 21), as amended, supplemented, or superseded, respecting fundraising activities.
20. Have no ownership or other compensable interest in any real or personal property, improvement or fixture donated by the partner to the Service for the betterment of the Woodson Home National Historic Site, or any related property within the Service's legal boundaries.
21. Maintain its status as a non-profit charitable organization eligible to accept and provide philanthropic contributions under the laws of the United States and the District of Columbia.

#### B. The NPS agrees to:

1. Monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight include 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 Partner's request, NPS may also provide technical assistance to the Partner in support of the objectives of this Agreement.
2. Assign the Partner and grant exclusive use and occupancy of a portion of the Carter G. Woodson Home National Historic Site office space on the second floor (220, 221, and 210). Allow for use of common areas such as nursing station, lavatory, class and meeting rooms when available and for other activities such as exhibits, which are historical, cultural, or recreational in nature, including, public displays, board meetings, meetings of members, lectures, demonstrations and receptions, subject to structural capacity and prior NPS approval.
3. Designate the Superintendent of National Capital Parks – East, who has the responsibility for oversight and management of historic sites in the relevant



area, including the Woodson Home National Historic Site, as the liaison officer between the Service and the Association.

### **Interpretation and Education Activities**

4. Provide staff for visitor interpretive and educational programs and experiences provided by the Woodson National Historic Site. Programs may include, but not limited to, visitor lectures, tours, displays and exhibitions.
5. At its discretion, provide informational pamphlets for Service-sponsored program and activities at the Woodson National Historic Home site.
6. Allow the partner to assist the Service in providing interpretive and educational programs at the Woodson National Historic Home site.

At its discretion, display partner publications and informational pamphlets for partner-sponsored programs and activities at the Woodson National Historic Home site

### **General Maintenance**

8.. Maintain the Woodson Home National Historic site, its associated facility infrastructure (including critical systems), and grounds in an operable and safe condition. Provide general facility maintenance, grounds maintenance, facility repairs, and be responsible for the structural, architectural, and mechanical integrity of the Woodson Home National Historic site, and its associated facility infrastructure (including critical systems). Facility maintenance and repairs may include but are not limited to, recurring maintenance, cyclic maintenance, component renewals, facility operations, and repairs to addressed deferred maintenance.

9. The Service may consider proposals made by the partner for alterations to the interior or exterior of the House, including the grounds; however, implementation will not occur without prior written approval of the Superintendent.

### **Utilities**

10. Provide for electricity, gas, water, and sewage utility services at the Woodson Home National Historic site.

11. Charge the Partner for usage at a pro rata amount based on square footage occupied by the Partner.

### **Services and Supplies**

12. The Service will provide janitorial services, supplies, and trash removal within office spaces, exhibit areas, classrooms, lavatories, and common spaces within the Woodson National Historic Home site occupied by the Service, the partners and the public.
13. The Service will provide pest management services throughout the entire Woodson National Historic Home site and its grounds. Pest management services will require that NPS personnel and contractors are provided access to partner occupied areas in order to perform services. The Service and its contractors will utilize Integrated Pest Management in the performance of pest management services.
14. The Service will provide grounds maintenance services throughout the park owned grounds surrounding the Woodson National Historic Home site, including lawn mowing, grounds sanitation, vegetation management, severe weather event site preparation, and snow/ice removal.

### **Safety and Security**

15. Provide appropriate security reasonably necessary to ensure the safe and proper use of the Woodson Home National Historic Site. Further at the direction of the Service, enforce laws and regulations relating to health, safety and the conduct of persons at the Woodson Home National Historic site.

### **Service Agreements and Contracts with Third Parties**

16. The Service may enter into contracts and agreements with third parties to further the mission of the Service with respect to the Woodson Home National Historic Site.
17. Where the Service proposes to enter into a third-party agreement, the Service will coordinate with partner and use best efforts to avoid any impact on the partner's operations under this Agreement.

- C. The Partner and NPS, jointly, agree to:

1. Establish and maintain a collaborative relationship to accomplish mutually identified goals, to implement philanthropically supported projects and encourage volunteerism in parks.
2. Expedite decisions and agreements considered vital to NPS and Partner's mutual goals. Resolve any issues that arise as expeditiously as possible. Work together in good faith to resolve differences at the organizational level of the Key Officials listed in this Agreement prior to elevating matters within the Partner's organization or appealing elsewhere within the NPS or the federal government.
3. The Service and the partner will jointly identify, and work items and actions required for educational programs. Conduct an annual planning session to discuss and determine joint and singular activities and include in an annual work plan for the upcoming year at the Woodson Home National Historic Site.

### **Fundraising**

4. The Service and the partner agree to enter into a series of fundraising agreements, in accordance with Director's Order 21 (DO 21), per the Service's standards to support education and interpretive programs. Both parties will work closely to cooperatively identify fundraising opportunities and priorities for the Woodson Home National Historic Site.

### **ARTICLE VI – COST-SHARE REQUIREMENT**

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

### **ARTICLE VII – PRE-AWARD INCURRENCE OF COSTS**

The Partner 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 VIII – APPROVED INDIRECT RATE**

The Partner has never had a Federally approved negotiated indirect rate, and as the National Park Service is the cognizant agency, the Partner has requested and received

approval from the National Park Service of a 10% de minimus MTDC rate per 2 CFR 200.414.

#### ARTICLE IX – TERM OF AGREEMENT

The Agreement will become effective upon the date of the last signature in Article XIX (Effective Date) and will expire 10 (ten) years from that date (Expiration Date), unless terminated earlier per Article XVI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

#### ARTICLE X – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

**1. For the NPS:**

Awarding Officer (AO):

National Park Service  
National Capital Parks - East  
1900 Anacostia Drive SE  
Washington, DC 20020  
202-698-5185  
@nps.gov

Agreement Technical Representative (ATR):

**2. For the Partner:**

Evelyn Higginbotham  
President  
The Association of African American Life and History  
301 Rhode Island Avenue, NW  
Suite 2204  
Washington, DC 20001  
XXX-XXX-XXXX  
ehigginbotham@asalh.org

- B. **Communications.** Partner 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.
- C. **Changes in Key Officials.** Neither the NPS nor Partner 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 XI – AWARD AND PAYMENT

- A. The NPS's contribution consists of the Assigned Spaces and Facilities.

At the time of execution of this Agreement, no award of funds by the NPS to the partner is contemplated. In the event of an award beyond the Assigned Spaces and Facilities, the commitment or funds in furtherance of this Agreement will be authorized through a modification or individual task agreement issued against this Agreement. The following documentation will be submitted by the partner prior to the issuance of a modification or award of a task agreement: Complete SF 424 form set (Application for Financial Assistance), budget breakdown with narrative, a proposal that includes a work plan/timeline, and complete breakdown of in-kind contributions or matching funds, if applicable. Any funding modifications or task agreement awards are subject to availability of funds.

- B. In the event of an award beyond the Assigned Spaces and Facilities, Partner 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) Partner 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 Partner.
  6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Partner 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 Partner when they submit a request for payment. The Partner must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Partner to support the payment request prior to approving the release of funds, as deemed necessary. The FA Partner 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.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Partner maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurement documents the Partner may have with the Federal government.
- D. 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.
- E. **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 Partner 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.
- F. **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 Partner in its regular operations as the result of the Partner's written travel policy. If the Partner does not have written travel policies established, the Partner 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.
- G. **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.
- H. **Partner 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 Partner must meet their cost share commitment over the life of the award.

## ARTICLE XII – PRIOR APPROVAL

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

## ARTICLE XIII – INSURANCE AND LIABILITY

- A. **Insurance.** The Partner 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 Partner's insurance policy.

- C. Indemnification. The Partner hereby agrees to indemnify the Federal government, and NPS from any act or omission of the Partner, 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 anyone 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, [Partner 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 Partner, its officers, employees, or representatives.

To provide workers' compensation protection to the Partner, 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 Partner, its agents, and employees.

In the event of damage to or destruction of the buildings and facilities assigned for the use of the Partner 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 NPS determines in writing, after consultation with the Partner that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the Partner, 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 Partner will constitute termination of this Agreement by NPS.



- D. Flow-down: For the purposes of this clause, "Partner" includes such sub-Partners, contractors, or subcontractors as, in the judgment of the Partner 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.

#### ARTICLE XIV – REPORTS AND/OR OUTPUTS/OUTCOMES

- A. The following table sets forth the reporting requirements for this agreement.

Required Reports	Interim Reports	Final Report
<b>Performance Report</b>		
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	Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	Jan 1 – Dec 31	Entire period of performance
Due Date*	<b>For Annual Reporting:</b> 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 December 31, 2021 is due on: March 31, 2021	N/A
Submit to:	<i>Insert ATR and/or AO/Specialist</i>	<i>Insert ATR and/or AO/Specialist</i>
<b>Federal Financial Report</b>		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	Jan 1 – Dec 31	Entire period of performance
Due Date*	<b>For Annual Reporting:</b> 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 December 31, 2021 is due on: March 31, 2021	N/A
Submit to:	<i>Insert ATR and/or AO/Specialist</i>	<i>Insert ATR and/or AO/Specialist</i>

- B. 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.

#### **ARTICLE XV – 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 XVI – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION**

- A. 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 Partner.
- B. Additional conditions may be imposed by NPS if it is determined that the Partner is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

#### **ARTICLE XVII – GENERAL AND SPECIAL PROVISIONS**

- A. **General Provisions**

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a) **Administrative Requirements:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*

- b) **Determination of Allowable Costs:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*

- c) **Audit Requirements:**

*2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*

- d) **Code of Federal Regulations/Regulatory Requirements:**

*2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;*

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

*43 CFR 18, “New Restrictions on Lobbying”;*

*2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;*

*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”.*

2. **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.
3. **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.
  4. **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.
  5. **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. NPS is strongly committed to the objectives of this policy and encourages all Partners 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.
  6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
  7. **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.
  8. **Agency.** The Partner is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Partner represent itself as such to third parties. NPS employees are not agents of the Partner and will not act on behalf of the Partner.
  9. **Non–Exclusive Agreement.** This Agreement in no way restricts the Partner or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

- 10. 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.
- 11. 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.
- 12. 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.
- 13. No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Partner or its representatives. No representative of Partner shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- 14. No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Partner. 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.
- 15. Foreign Travel.** The Partner shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.
- 16. Program Income.** If the Partner earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Partner 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.

**1. Public Information and Endorsements**

- a) Partner 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 Partner represents. No release of information relating to this award may state or imply that the Government approves of the Partner's work products, or considers the Partner's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
- c) 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.
- d) Partner 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.
- e) Partner further agrees to include this provision in a subaward to a sub Partner, except for a subaward to a State government, a local government, or to a Federally recognized Indian tribal government.

- 2. 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.

3. **Rights in Data.** The Partner 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 Partner, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. **Retention and Access Requirements for Records.** All Partner 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.
5. **Audit Requirements**
  - a) 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 , which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
  - b) 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).
  - c) 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 <http://harvester.census.gov/sac/>.
6. **Procurement Procedures.** A full description of procurement standards can be found in 2 CFR §200.317-§200.326.

7. **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. 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.
8. **Seat Belt Provision.** The Partner is encouraged 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.
9. **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).
10. **Partner Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**
  - a) 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 Partner 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).
  - b) The Award Partner 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.
  - c) The Award Partner 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).
11. **Reporting Subawards And Executive Compensation.**



Partners must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate 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.

## **12. Conflict of Interest**

### **(a) Applicability.**

- (1) 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.
- (2) In the procurement of supplies, equipment, construction, and services by Partners and by subPartners, the conflict of interest provisions in 2 CFR 200.318 apply.

### **(b) Requirements.**

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the Partner's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed Partner or subPartner, 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 Partner or subPartner or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective Partner or subPartner may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that Partner or subPartner or the development of a Federal financial assistance opportunity that may be of competitive interest to that Partner or subPartner.

### **(c) Notification.**

- (1) 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.
- (d) Partners must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The Partner 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 subPartners. 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.
- (e) 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.
- (f) 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).

### **13. 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](#), 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 C.F.R. § 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\(c\)](#).

(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 [www.wdol.gov](http://www.wdol.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) SubPartners may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities shall consider any SubPartner 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 C.F.R. § 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 C.F.R. § 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 subPartner and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#) 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\(a\)](#) 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 C.F.R. § part 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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal

entity (or any of its SubPartners) 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 SubPartner compliance with the requirements of this clause and may be held liable for unpaid wages due SubPartner 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.

14. **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.

Partners 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.

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

15. **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 Partner 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 XVIII – ATTACHMENTS**

The following completed documents are attached to and made a part of this Agreement:

Attachment A. SF-424A – Budget Information

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

## **ARTICLE XIX – SIGNATURES**

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

**FOR THE ASSOCIATION OF AFRICAN AMERICAN LIFE AND HISTORY,  
WASHINGTON, DC**

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Evelyn Brooks Higginbotham  
President

Date

**FOR THE NATIONAL PARK SERVICE**

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Name  
Awarding Officer

Date

Attachment A

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