

**U. S. ARMY RESEARCH OFFICE  
GENERAL TERMS AND CONDITIONS  
FOR COOPERATIVE AGREEMENT AWARDS TO EDUCATIONAL  
INSTITUTIONS AND OTHER NONPROFIT ORGANIZATIONS**

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1. Recipient Responsibility.

a. The Recipient will bear primary responsibility for the conduct of the research and will exercise judgment towards attaining the stated research objectives within the limits of the Cooperative Agreement's terms and conditions.

b. The principal investigator(s) specified in the Cooperative Agreement will be continuously responsible for the conduct of the research project and will be closely involved with the research effort. The principal investigator, operating within the policies of the Recipient, is in the best position to determine the means by which the research may be conducted most effectively.

2. Order of Precedence. Any inconsistency or conflict in the terms or conditions specified in this Cooperative Agreement shall be resolved according to the following order of precedence:

a. The Research Cooperative Agreement

b. These General Terms and Conditions for Cooperative Agreement Awards to Educational Institutions and Other Nonprofit Organizations.

3. Administration and Cost Principles. The following documents and attachments thereto, effective the earlier of (i) the start date of this Cooperative Agreement or (ii) the date on which the Recipient incurs costs to be assessed the Cooperative Agreement, are incorporated by reference as part of this Cooperative Agreement:

- a. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."
- b. OMB Circular A-21, "Cost Principles for Educational Institutions."
- c. OMB Circular A-122, "Cost Principles for Nonprofit Organizations." (see note below)
- d. OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations."
- e. DOD 3210.6-R, "DOD Grant and Agreement Regulations (DODGARs)."

Note: For those nonprofit organizations specifically exempted from the provisions of OMB Circular A-122, Subpart 31.2 of the Federal Acquisition Regulation (FAR) (48 CFR Subpart 31.2) shall apply.

The above OMB documents may be obtained from <http://www.whitehouse.gov/omb>

The DOD 3210.6-R may be obtained from <http://www.dtic.mil/whs/directives/corres/pub1.html>

4. Modification of the Cooperative Agreement. The only method by which this Cooperative Agreement may be amended is by a formal, written amendment signed by the Grants Officer. No other communications, whether oral or in writing, are valid. Requests by the Recipient to modify this agreement must be in writing to the Grants Officer. A modification incorporating the request may be unilaterally issued at the discretion of the Grants Officer.

5. Waivers of OMB Circular Prior Approvals and Other Authorizations. All prior approvals required by OMB Circulars A-21 and A-110 are waived except for the following:

- a. Change in the scope or objectives of the research project, the methodology or experiment when such is stated in the Cooperative Agreement as a specific objective, or the phenomenon or phenomena under study as required by Article 1 of these terms and conditions titled "Recipient Responsibility."
- b. Any request for additional funding.
- c. Award of a subaward to accomplish substantial programmatic work required in the agreement to be performed by the prime Recipient unless the subaward is identified in the approved budget incorporated as part of the Cooperative Agreement, exclusive of supplies, material, or general support services.
- d. Expenditures for equipment exceeding \$5,000 not specifically identified in the budget incorporated as part of the Cooperative Agreement.
- e. Expenditures for foreign travel not specifically identified in the budget incorporated as part of the Cooperative Agreement.
- f. A change in principal investigator or project director (PI/PD).
- g. The continuation of the research work during the absence for more than three (3) months, or a twenty-five (25) percent reduction in time devoted to the project, by the approved PI/PD.

6. PreAward Costs. The Recipient may incur preaward costs in accordance with the DODGARs §32.25(d)(2)(i).

7. Unobligated Balances. In the absence of any specific notice to the contrary, the Recipient is authorized to carry forward unobligated balances to subsequent funding periods of this Cooperative Agreement in accordance with DODGARs §32.25(d)(2)(ii).

8. Approval of Change in Performance Period. Prior written approval of the Grants Officer is required to extend the

period of performance, without additional funds, beyond the expiration date of the agreement. The Recipient must notify the Grants Officer in writing with the supporting reasons and requested expiration date at least twenty (20) days prior to expiration of the award.

9. Payments. Payments to the Recipient shall be by reimbursement.

10. Public Release or Dissemination of Information.

a. Open Publication Policy. Notwithstanding the reporting requirements of this Cooperative Agreement, parties to this Agreement favor an open-publication policy to promote the commercial acceptance of any technology developed under this Agreement, but simultaneously recognize the necessity to protect proprietary information.

b. Prior Review of Public Releases. The Parties agree to confer and consult with each other prior to publication or other disclosure of the results of work under this Cooperative Agreement to ensure that no classified or proprietary information is released. Prior to submitting a manuscript for publication or before any other public disclosure, each Party will offer the other party ample opportunity (not to exceed 60 days) to review such proposed publication or disclosure, to submit objections, and to file application letters for patents in a timely manner.

c. Publication Legend. It is herein agreed that except for the disclosure of basic information regarding this Cooperative Agreement such as membership, purpose and a general description of the technical work, the Recipient will submit all proposed public releases to the ARO Grants Officer's Cooperative Agreement Representative for comment prior to release. Public releases include press releases, specific publicity or advertisement, and articles for proposed publication or presentation. In addition, articles for publication or presentation will contain an acknowledgement of support and a disclaimer. This should be included to read as follows. These statements may be placed either at the bottom of the first page or at the end of the paper.

"Research was sponsored by the U.S. Army Research Office and U.S. Army Research Laboratory and was accomplished under Cooperative Agreement Number W911NF-07-2-0055. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressed or implied, of the Army Research Office, Army Research Laboratory, or the U.S. Government. The U.S. Government is authorized to reproduce and distribute reprints for Government purposes notwithstanding any copyright notation hereon."

11. Technical Reporting Requirements. For detailed technical reporting requirements and instructions, see ARO Form 18, "Reporting Instructions," found at <http://www.aro.army.mil>.

12. Financial Reporting Requirements.

All Federal Cooperative Agreement (CA) recipients are required to periodically submit reports on their CA's financial progress. The Office of Management and Budget has consolidated the two most common financial reports, the Financial Status Report (FSR or SF-269/SF-269A) and the Federal Cash Transaction Report (FACTOR or SF-272/SF-272A), into a single form.

It also establishes government-wide standards for reporting periods and due dates as follows:

- Annual, semi-annual, quarterly reporting requirements as directed by the Agency Award document.
- Reporting period end dates must fall on end of calendar quarter for interim reports (e.g., 3/31, 6/30, 9/30, 12/31) (exception for final report when the report period will be the end date of the project or grant period)
- Reports are due 30 days after reporting period end date (exception for final report which is due 90 days after end date)

a. The following financial reports are required:

- (1) Federal Financial Report (SF 425) {For Reporting Individual CAs}
- (2) Federal Financial Report Attachment (SF 425A) {For Reporting Multiple CAs}

b. All reports shall be submitted to the Office of Naval Research Office identified in the Research Cooperative Agreement. Copies of these forms and their instructions may be found on the Internet at [http://www.whitehouse.gov/omb/grants\\_grants\\_forms/](http://www.whitehouse.gov/omb/grants_grants_forms/).

13. Foreign Travel Reporting Requirement. Within thirty (30) days after returning to the United States from foreign travel, the Principal Investigator shall submit an acceptable trip report to the Grants Officer summarizing the highlights of the trip. Reimbursement for travel is contingent upon receipt of an acceptable trip report. If the trip report is not received by the required date, reimbursement will not be authorized.

14. Delegation of Administration Duties. Certain Cooperative Agreement administration duties have been delegated to the Office of Naval Research (ONR) identified in the Research Cooperative Agreement. These duties are as follows:

- a. Provisionally approve all Requests for Advance or Reimbursement (SF 270).
- b. Perform all property administration services except the approval of Recipient's requests to purchase equipment with Cooperative Agreement funds. Such approvals must be granted by the ARO Grants Officer.
- c. Perform all plant clearance functions.
- d. Approve requests for Registration of Scientific and Technical Information Services (DD Form 1540).
- e. Obtain the interim (if required) and final financial report(s).
- f. Obtain the interim patent report (s).
- g. Execute administrative close-out procedures, which includes the following:
  - (1) Obtain the final Report of Inventions and Subcontracts (DD Form 882).
  - (2) Obtain final payment request, if any.
  - (3) Obtain final property report and dispose of purchased property and government furnished equipment (GFE) in accordance with the DODGARs Part 22, Subpart G.
  - (4) Perform a review of final incurred costs and assist the Grants Officer in resolving exceptions, if any, resulting from questioned costs.
  - (5) Assure that all refunds due the Government are received by the Grants Officer.

15. Funding Increments and/or Options. The Recipient is advised that the grantor's obligation to provide funding for increments and/or options included in the Cooperative Agreement is contingent on satisfactory performance and the availability of funds. Accordingly, no legal liability on the part of the grantor exists unless or until funds are made available to the grantor and notice of such availability is confirmed in writing to the Recipient and performance of the research is deemed satisfactory in the judgment of the ARO Grants Officer's Cooperative Agreement Representative.

16. Cost Sharing. Unless specified otherwise in the Special Terms and Conditions paragraph of the Research Cooperative Agreement, cost sharing, if any, is included in accordance with OMB Circular A-110 and DODGARs §32.23.

17. Title to Expendable and Nonexpendable Property. Unless specified otherwise in the Special Terms and Conditions paragraph of the Research Cooperative Agreement, title to all expendable and nonexpendable tangible personal property purchased with Cooperative Agreement funds shall be vested in the Recipient after acquisition subject to OMB Circular A-110 and DODGARs §32.33. Such property is considered exempt property and subject to the conditions established in OMB Circular A-110 and the DODGARs §32.33.

18. Program Income. All program income earned during the project period (except proceeds from the sale of real and

personal property and license fees and royalties received as a result of copyrights or patents produced under the Cooperative Agreement) shall be deducted from the total project's allowable costs in determining the net allowable costs on which the Federal share of costs will be based (see DODGARs §32.24).

19. Interest Earned. Interest earned on Federal advances deposited in interest bearing accounts shall be managed in accordance with DODGARs §32.22(l).

20. Debt Collection. The establishment of debts owed by Recipients of Cooperative Agreements and transferring them to payment offices for collection shall be dealt with in accordance with DODGARs §22.820.

21. Patent Rights.

a. The clause, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," (37 CFR Part 401), is incorporated as part of the Cooperative Agreement by reference. The Recipient shall use DD Form 882, Reporting of Inventions and Subcontracts, for disclosure of patents and inventions. Reports are only required when an invention is considered reportable during the agreement's performance period. Annual negative reports are not required. A final Report of Inventions and Subcontracts is due ninety (90) days after the expiration of the final research period. The agreement shall not be closed out until this reporting requirement is met.

b. Joint Inventions/Patents. In the case of an invention which is jointly made by Government and Recipient researchers, the parties agree to negotiate in good faith their respective rights in such an invention.

22. Rights in Technical Data and Computer Software. Rights in technical data and computer software under this Cooperative Agreement shall be as described in the DODGARs §32.36.

23. Claims, Disputes and Appeals. Claims, disputes, and appeals shall be processed in accordance with the procedures in DODGARs §22.815.

24. Debarment and Suspension. Recipients shall be subject to the debarment and suspension conditions found in DODGARs §32.13.

25. Termination and Enforcement. Recipients shall be subject to the termination and enforcement conditions found in DODGARs §32.61 and §32.62.

26. Security. As a general rule, principal investigators will not need access to classified security information in the conduct of research supported under this Cooperative Agreement. Should it appear that access to such information is desirable, the Recipient shall advise the grantor and request clearance for the investigator. Should information be developed under the course of work under this Cooperative Agreement that, in the judgment of the Principal Investigator or the Recipient, should be classified, the Grants Officer shall be notified immediately.

27. Representations and Assurances. By accepting funds under this Cooperative Agreement, the Recipient assures that it will comply with applicable provisions of the following:

a. National policies prohibiting discrimination:

(1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (43 U.S.C. 2000d, et seq.) as implemented by DOD regulations at 32 CFR Part 195.

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

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

(4) On the basis of handicap, in: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as

implemented by Department of Justice regulations at 28 CFR Part 41 and DOD regulations at 32 CFR Part 56 and the Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.).

b. Assurances that the Recipient will:

(1) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251 et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR Part 15. In accordance with the EPA rules, the Recipient further agrees that it will:

(a) Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.

(b) Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the Recipient knows has been recommended to be placed on the List of Violating Facilities.

(2) Identify to the awarding agency any impact this award may have on:

(a) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the Recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(b) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(c) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resources Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(d) Any existing or proposed component of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).

(e) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).

28. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

29. Retention and Access to Records. Retention and access to records pertinent to this award are subject to the requirements of DODGARs §32.53.

30. Certifications. By accepting funds under this agreement, the Recipient acknowledges the following:

a. 32 CFR Part 25 regarding debarment, suspension, and other responsibility matters

b. 32 CFR Part 26 regarding drug-free workplace requirements.

c. 32 CFR Part 28 regarding lobbying.

31. Research Involving Recombinant DNA Molecules. Any Recipient performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules agrees by acceptance of this award to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," July

5, 1994 (59 FR34496) amended August 5, 1994 (59 FR40170) amended April 27, 1995 (60 FR 20726), or such later revision of those guidelines as may be published in the Federal Register.

32. Prohibition on Use of Human Subjects. Notwithstanding any other provisions contained in this Cooperative Agreement or incorporated by reference herein, the Recipient is expressly forbidden to use or subaward for the use of human subjects in any manner whatsoever. In the performance of this Cooperative Agreement, the Recipient agrees not to come into contact with, use, employ, or subaward any human subject for research, experimentation, test, or other treatment under the scope of work as set out in the Cooperative Agreement without the express written approval from the Grants Officer.

33. Prohibition on Use of Laboratory Animals. Notwithstanding any other provisions contained in this Cooperative Agreement or incorporated by reference herein, the Recipient is expressly forbidden to use or subaward for the use of laboratory animals in any manner whatsoever without the express written approval of the Grants Officer.

34. Data Collection. Data collection activities, if any, performed under this Cooperative Agreement are the responsibility of the Recipient. Awarding agency support of the project does not constitute approval of the survey design, questionnaire content, or data collection procedures. The Recipient shall not represent to respondents that such data are being collected for or in association with the awarding agency without the specific written approval of the cognizant awarding agency official.

However, this requirement is not intended to preclude mention of the awarding agency support of the project in response to an inquiry or acknowledgment of such support in any publication of this data.

35. Site Visits. The grantor, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and to provide such technical assistance as may be required. If any site visit is made by the grantor on the premises of the Recipient, a subrecipient, or subcontractor, the Recipient shall provide, and shall require its subrecipients and subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly interfere with or delay the work.

36. Preference for U.S.-Flag Air Carriers. Persons using these Cooperative Agreement funds to travel are required by 49 U.S.C. 40118, commonly referred to as the "Fly America Act," to use U.S. flag air carrier service for all air travel funded by the U.S. Government, except when:

a. No U.S. flag air carrier provides services on a particular leg of the route, in which case foreign air carrier service may be used, but only to or from the nearest interchange point on an usually traveled route to connect with U.S. flag air carrier service.

b. Service is provided under a code share agreement with a foreign air carrier and the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

c. A U.S. flag air carrier involuntarily reroutes travel on a foreign air carrier.

d. Service on a foreign air carrier would be three hours or less, and use of the U.S. flag air carrier would at least double your en route travel time.

e. U.S. flag carrier service is available but cannot provide the air transportation needed; or will not accomplish the awardee's mission, in which case use of a foreign air carrier is determined to be a matter of necessity for any of the following reasons, including but not limited to:

(1) Medical reasons, including use of foreign air carrier service to reduce the number of connections and possible delays in the transportation of persons in need of medical treatment; or

(2) Avoiding an unreasonable risk to the safety of the traveler and is approved by the agency (e.g., terrorist threats). Written sponsor approval is required.

(3) When you cannot purchase a ticket in your authorized class of service on a U.S. flag air carrier and a seat is available in your authorized class of service on a foreign air carrier.

f. You are traveling between the U.S. and a foreign country and

(1) Using a U.S. flag carrier that provides nonstop or direct service (no aircraft change) from origin to destination would extend travel time, including delay at origin, by 24 hours or more,

(2) A U.S. flag air carrier does not offer nonstop or direct service (no aircraft change) between origin and destination, a U.S. flag air carrier must be used on every portion of the route where it provides service unless, when compared to using a foreign air carrier, such use would:

(a) Increase the number of aircraft changes you must make outside of the U.S. by two or more; or

(b) Extend your travel time by at least six hours or more; or

(c) Require a connecting time of four hours or more at an overseas interchange point.

37. Military Recruiting on Campus. Military recruiting on campus under this award shall be as specified in the DODGARs §22.520, Military Recruiting and Reserve Officer Training Corps Program Access to Institutions of Higher Education, which is incorporated by reference.

38. Audits. Recipients are to periodically have independent, financial and compliance audits subject to DODGARs §32.26.

39. Allowable Costs. Allowability of costs is in accordance with DODGARs §32.27.

40. Procurement Standards. Recipients shall comply with the standards set forth in DODGARs §32.40-.49 and applicable Federal statutes and Executive Orders when expending Federal funds for supplies, equipment, real property, and expendable property.

41. Subawards. Recipients shall flow down requirements to subawards in accordance with DODGARs §32.5.

42. Performance by Foreign Nationals. In accordance with 8 U.S.C. 1324a, it is unlawful to hire for employment in the United States an individual without verifying that individual's employment authorization. 8 CFR 274a.2 VERIFICATION OF EMPLOYMENT ELIGIBILITY identifies the official documents, which establish employment eligibility. The Recipient shall separately identify foreign nationals who are expected to perform under this agreement during the period of performance by submitting the following for each: (1) Individual's Name, (2) Citizenship, (3) Passport Number, and (4) Employer's Verification of Work Authorization. Should the foreign national's performance require access to DOD facilities, the employer shall coordinate with the sponsor providing access and submit the data and the location and purpose of the visit.

43. After-the-Award Requirements. Closeout, subsequent adjustments, continuing responsibilities, and collection of amounts due are subject to requirements found in DODGARs §32.71-.73.

44. Acceptance of Cooperative Agreement. The Recipient is not required to countersign the Cooperative Agreement document; however, the Recipient agrees to the conditions specified in the Research Cooperative Agreement and the Articles contained herein unless notice of disagreement is furnished to the Grants Officer within fifteen (15) calendar days after the date of the Grants Officer's signature. In case of disagreement, the Recipient shall not assess the Cooperative Agreement any costs of the research unless and until such disagreement(s) is resolved.

45. Combating Trafficking in Persons. These General Terms and Conditions for Cooperative Agreement Awards To Educational Institutions And Other Nonprofit Organizations Incorporates by reference FAR Clause 52.222-50, "Combating Trafficking in Persons", dated (AUG 2007), IAW OMB directive #M-08-03, dated 5 November 2007.