



**UNITED STATES DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY**

**NATIONAL GEOLOGICAL AND GEOPHYSICAL  
DATA PRESERVATION PROGRAM  
(NGGDPP)**

**Authorized by The Energy Policy Act of 2005  
(Public Law 109-58, Sec. 351)**

**PROGRAM ANNOUNCEMENT No. G18AS00010**

**For Fiscal Year 2018**

**ISSUE DATE: December 12, 2017**

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**CLOSING DATE & TIME:  
February 13, 2018, 6:00PM  
Eastern Standard Time (EST)**

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**PLEASE READ THE ENTIRE ANNOUNCEMENT CAREFULLY -  
THE PROPOSAL FORMAT HAS BEEN CHANGED**

**Paperwork Reduction Act Approval— OMB Control No. 1028-0087 Expiration Date: 08/31/2018**

PAPERWORK REDUCTION ACT STATEMENT: The Paperwork Reduction Act states that the agency must disclose why information is being collected, how it will be used, and whether you have to provide it. The National Geological and Geophysical Data Preservation Program is collecting this information to evaluate submitted proposals seeking funding for data preservation-related activities. Your response is required to receive funding. A Federal agency cannot conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number (1028-0087). The average burden associated with this collection is estimated to average 36 hours per response, including the time for reviewing instructions and completing the required information. If you have comments about this form, please e-mail [gs-info\\_collections@usgs.gov](mailto:gs-info_collections@usgs.gov).

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## PROGRAM ANNOUNCEMENT CHANGES

Changes have been implemented in the 2018 Program Announcement. The requirement to describe past NGGDPP funded projects has been eliminated. In addition to proposing a data and collection preservation project, states may propose a pilot project to upload and store data files, in addition to metadata records, in the National Digital Catalog. States proposing to digitize geologic maps for use in GIS environments must adhere to the National Cooperative Geologic Mapping Program (NCGMP)-compliant standard, and these final map products must be submitted to The National Geologic Map Database. The proposal page limit has been reduced from 8 pages to 5 pages to encourage clear and concise project descriptions and reduce the burden on proposers and reviewers.

Several significant changes were implemented in the 2017 Program Announcement. These changes remain in this 2018 Program Announcement. Proposals submitted to the USGS must include a Data Management Plan (DMP) to conform with Executive Order of February 22, 2013, "Increasing Access to the Results of Federally Funded Scientific Research. Instructions for writing a DMP are explained in Part II. C.9. State applicants are required to provide curricula vitae (CV) for prime project personnel.

## POINTS TO REMEMBER

- Describe the project and the process you expect to follow to complete the required work. If you are proposing multiple activities to complete the project, clearly state the work you will be doing for each activity. Please note that if reduced funds are awarded, scope of work may require modification.
- Verify the federal share of the cost of the proposed activities is *no more than 50 percent of the total cost*. The state portion can be larger than the federal portion; however, if the federal contribution is more than the state portion - *regardless of the amount* - the grant proposal shall be disqualified and will not be evaluated by the grant review panel.  
**Review and verify budget numbers prior to proposal submission.**
- Include appropriate descriptions of project personnel and their experience and skills to complete the proposed data preservation tasks. Extended supervisory hours performed by senior staff or other management activities for which funding is requested must be justified. Submit curriculum vitae or resumes (2-page maximum) for key personnel. (CVs do not count toward 5-page limit.)
- Provide a clear justification for preserving the selected data and materials. If you propose preserving multiple collections, prioritize the collections and provide rationale. Preserving USGS assets using NGGDPP funds is not allowed; collections proposed for preservation should be owned by your state geological organization. Strong justification is required for preserving collections owned by a private or another state entity (for example, state oil and gas commission).
- Equipment funding requests including scanners, computers, storage media, and relevant software licenses are acceptable as long as the equipment is necessary for the successful completion of the work funded by the NGGDPP. A full justification and a dealer or manufacturer quote are required for any proposed equipment. The NGGDPP will not

fund general software licenses, database software systems, or equipment required for your state's IT infrastructure and operation, regardless of your proposed NGGDPP-related work.

- Non-allowable expenses under the NGGDPP include: excessive supervisory hours without appropriate justification; duplicate digitization/conversion of artifacts produced and preserved by other agencies; travel to conferences and workshops; tuition; and computer maintenance.
- Begin submitting your proposal to Grants.gov well in advance of the due date. Do not wait until the due date to begin the submission process. See Part III, Section A for more information.

Please contact us if you have questions, we are here to help. However, questions specific to your proposal as to what will or will not be funded cannot be addressed.

## PART I: Public Law, Program Priorities, NGGDPP Reports and Products, Program Outreach

### A. Public Law

The National Geological and Geophysical Data Preservation Program (NGGDPP) was established and authorized in Section 351 of the Energy Policy Act of 2005 (Public Law 109-58, Sec. 351). Section 351 of the Energy Policy Act of 2005 recognizes the need for the preservation and cataloging of and access to geological and geophysical data for future economic importance. To read Section 351 or the entire Act, visit: [http://datapreservation.usgs.gov/page/policy\\_act](http://datapreservation.usgs.gov/page/policy_act). The objectives of the Program as outlined in the Act are to:

- (1) archive geologic, geophysical, and engineering data, maps, well logs, and samples;
- (2) provide a national catalog of such archival material; and
- (3) provide technical and financial assistance related to the archival material.

For more information about the NGGDPP, read the “Implementation Plan for the National Geological and Geophysical Data Preservation Program” (2006) which is available at: <http://datapreservation.usgs.gov/docs/2006DataPreservation.pdf>.

Supplemental authority: The Organic Act of 1879 (43 USC 31 et seq. 43 USC 36c).

### B. Program Priorities

**PLEASE NOTE: Proposals that do not specifically address NGGDPP fiscal year (FY) 2018 priorities will NOT be considered for an award.**

The NGGDPP FY 2018 priorities include: 1) preservation of geoscience materials and data to benefit access by researchers and investigators, and 2) submission of digital geologic maps to The National Geologic Map Database (NGMDB, <https://ngmdb.usgs.gov>).

The NGGDPP FY 2018 priorities require participants to 1) preserve geoscience materials and data, 2) submit metadata records describing the preserved materials and data in conformance with the NGGDPP metadata schema to the National Digital Catalog, and where relevant, 3) submit to The National Geologic Map Database (NGMDB) scanned geologic maps (including related resource, hazard, and engineering maps) and digital geologic maps converted to the National Cooperative Geologic Mapping Program's NCGMP09 (renamed GeMS) format. Components of the National Digital Catalog include metadata describing geological and geophysical data collections and individual items in those collections.

States may propose an additional pilot project to utilize the National Digital Catalog as a digital repository for files (e.g., images; digital scans of field notebooks, geophysical logs, and other historic documents; data tables). **The files may not be copyrighted or restricted from public distribution.** State geological surveys may propose to store files and associated metadata records in the National Digital Catalog for public dissemination and long-term storage.

The proposal must describe a project that addresses the FY 2018 priorities and requirements to complete comprehensive activities to preserve specific collections. Most proposals will be funded wholly or not at all. However, funding may be reduced in certain circumstances. Cohesive and related activities adhering to a holistic data preservation strategy are favored by the NCGDPP, as opposed to disparate activities. If applicable, hiring of students majoring in science, technology, engineering, and mathematical fields is strongly encouraged to educate the next generation of geoscientists.

### **FY 2018 Priority – Preserve geoscience data and materials**

In FY 2018, state geological surveys may request funds to inventory, preserve, archive, and modernize geologic, geophysical, and engineering data, maps, notebooks, publications, well logs, aerial photos, and samples. Preservation activities may include the following:

- conversion of paper records and/or analog data to digital formats for preservation and access;
- maintaining digital data in modern formats and on permanent media to preserve accessibility;
- updating digital data to new formats to maintain accessibility as older digital storage technology becomes obsolete and newer technology becomes available;
- updating digital geologic maps to the NCGMP09 (to be renamed "GeMS") format (see <https://ngmdb.usgs.gov/Info/standards/NCGMP09/>), focusing on "born digital" geologic maps that were previously published in a GIS format;
- pilot projects to partner with USGS to utilize the National Digital Catalog as an accessible digital repository for file resources;
- appropriately describing geoscience assets to increase use and understanding, including creating metadata records for submission to the National Digital Catalog;
- supporting computing equipment and staff to create new, or improve existing databases that provide and pertain to the curation of digital or physical data;
- preserving and/or rescuing time-dependent, unique geologic data or collections of significant value in imminent danger of loss from deteriorating physical surroundings, threat of disposal, or rapidly deteriorating media on which they reside (e.g., data stored on magnetic tape or aging aerial photos); and
- enhancing or developing data archiving systems, databases, and web applications to enhance understanding, interpretation, and use of geoscience materials.

NGGDPP's intention is to promote the availability of preserved data and materials to further geoscientific research. Therefore, all attempts should be made to publicly expose the preserved data and materials sponsored by NCGDPP grants, avoiding copyrights and restrictions.

Metadata records at the collection or individual sample level (depending on proposed activities) for the improved materials must be uploaded to the National Digital Catalog. Collections shall be described using an online metadata form. Individual collection items shall be described in flat files (CSV format) or XML-formatted files conforming to the NCGDPP metadata schema that specifies metadata elements.

### C. NGGDPP Reports and Products

All recipients of funds shall submit a final technical report within 90 days after the end of the grant performance period. The final technical report documents and summarizes the results of the work performed during the grant performance period. This report must contain a cover page and a main body. The cover page must include the following information: award number; project title; author and affiliation; author's address, telephone number, and e-mail address; term covered by the award (start and end dates); submittal date of final technical report; and abstract describing work performed. The main body must include 1) the comparison of actual accomplishments to the goals established for the project; 2) if established goals were not met, explanation of circumstances and impediments; and 3) specific examples of user success stories and/or other societal benefits that highlight state's preservation accomplishments in this project. Please limit report length to no more than 5 pages.

When the work performed includes creation of metadata, the metadata submitted to National Digital Catalog must describe 1) inventoried collections using supported methods documented in web page titled "Data Provider Dashboard" ([http://datapreservation.usgs.gov/page/submit\\_data/](http://datapreservation.usgs.gov/page/submit_data/)), and/or 2) individual samples using one of the supported methods documented at "Prepare Metadata Files for Upload to National Digital Catalog" ([http://datapreservation.usgs.gov/page/prepare\\_metadata\\_for\\_NDC](http://datapreservation.usgs.gov/page/prepare_metadata_for_NDC)) for collections already entered in the National Digital Catalog. Grantees are responsible for the successful upload of metadata to the National Digital Catalog.

### D. Pilot Project – National Digital Catalog Repository for Storage of Geoscience Files

To enhance dissemination and availability of geoscience data and documents (e.g., images; digital scans of field notebooks, geophysical logs, and other historic documents; data tables) to researchers and the public, states geological surveys may propose a separate pilot project in their proposal. The pilot project must propose to 1) preserve, 2) digitize, 3) describe in NGGDPP-compliant metadata format, and 4) upload to the National Digital Catalog geoscience images, tables, and documents for long-term access and use by researchers and the public. Use of the National Digital Catalog as a repository for the storage and dissemination of sizeable image files is available to all state geological surveys participating in the NGGDPP. The National Digital Catalog should serve as the primary access and distribution point for the stored digital files. These files should not be made available elsewhere on the Web to avoid duplication and versioning issues. The files may not be copyrighted or restricted from public distribution. The pilot project may be described separately from the primary proposed project that addresses NGGDPP priorities. Pilot project description should encompass less than 2 pages and **a separate budget sheet** (Attachment B) for the proposed pilot project activities must be provided. Pilot project description (2 pages) and budget sheet (1 page) do not count against the 5-page proposal limit.

## **PART II. Timetables, Eligibility, Format Instructions, and Proposal Evaluation**

### A. Timetables

Proposal Announcement Date: December 12, 2017

Closing Date and Time for Proposal Submission: February 13, 2018, 6:00 p.m. Eastern Standard Time

**Proposals received after the deadline will NOT be considered for an award.**

The earliest start date for new grants will be after the USGS receives its final FY 2018 appropriation, notice of full-year continuing resolution, or June 1, 2018, whichever is later.

The latest start date is September 14, 2018. Awards will be made for a 12-month period only. No awards will be issued for less or more than 12 months.

### B. Eligibility – Who May Submit a Proposal

Only state geological surveys are eligible to apply to this Program Announcement under the National Geological and Geophysical Data Preservation Program pursuant to the Energy Policy Act of 2005 (Public Law 105-58, Sec. 351). A university may submit a proposal on behalf of a state geological survey if the state geological survey is organized under a state university system.

### C. Proposal Format Instructions

**Proposals must be arranged according to the format provided below.** Following this format ensures that every proposal contains all essential information and is evaluated equitably. The proposal may be in MS Word or PDF format. The proposal and associated forms shall be submitted to [www.grants.gov](http://www.grants.gov). Provide requested information in the correct locations within the proposal template. Failure to do so may result in disqualification of the proposal.

All proposals must include the following documents:

1. Standard Form 424. Application for Federal Assistance (**mandatory form provided in [grants.gov](http://www.grants.gov)**). The person who electronically submits the SF-424 must have the authority to bind the state to the terms of the assistance award.
2. Standard Form 424A. Budget Information – Non-Construction Programs (**mandatory form provided in [grants.gov](http://www.grants.gov)**).
3. Standard Form 424B. Assurances – Non-Construction Programs (**mandatory form provided in [grants.gov](http://www.grants.gov)**).
4. Negotiated Rate Agreement/Indirect Cost Rate Agreement. Most states and universities have a rate agreement, which may be titled “State and Local Rate Agreement” or “Colleges and Universities Rate Agreement”. This agreement provides the rates approved for use in grants, contracts, and other agreements with the Federal Government. **If you request fringe benefits or indirect costs, the indirect cost rate agreement is requested to verify**

**rates requested. In the absence of an indirect rate agreement, applicants may charge no more than 10% indirect costs.**

5. FY 2018 NNGDPP Proposal Information Sheet (Attachment A). Summary sheet shall clearly list project and budget summary. Please include a mailing address for the principal investigator. Outcome notifications will be sent to the principal investigator and the authorized institution representative. The Proposal Information Sheet is NOT included in the 5-page limit.
6. Project Summary. The project summary shall not exceed one single-spaced page. It shall include identification of the project goals (for example, collection inventory, sample metadata generation, or both) and scope, summary of the approach, project activities, methods, societal benefits, and anticipated results. The Project Summary is included in the 5-page limit.
7. Project Description. The project description (with project summary) of the proposal is limited to 5 single-space pages (including figures, tables), with no smaller than 11-point font size, and 1-inch margins. All text, figures, and tables shall be sized to fit on 8½” x 11” paper. The project description section of your proposal should include the following:
  - (a) *Introduction*: The introduction should provide a brief overview of the project activities, methods, and goals. Provide background information about the preserved artifacts, primary users, and frequency of use of the preserved materials and data. Explain the societal and scientific benefits and the importance of the proposed preservation activities to your state. A statement of use or a letter of support from a stakeholder may be included. Letters of support from stakeholders do not count against the 5-page limit.
  - (b) *Project narrative*: Describe the procedures that will be carried out to preserve materials and data. Include descriptions of the separate activities for the designated processes, including the quality assurance and control methods to ensure accuracy and quality of products. Discuss the generated products (other than the final technical report), such as metadata for specific collection and items or an improved database. Provide a table or list that includes information about the principal investigator, staff, and support positions (such as geologist, information technologist, or database developer). Briefly discuss each person’s role on the project so that it links to the budget. For each person, give a brief statement of their background, define the roles and responsibilities of each project member, and provide CVs (no more than two pages each) that include expertise relevant to the proposed activities, and indicate whether the person works for your organization or elsewhere (contractor or volunteer). If the contractor has not yet been hired, describe experience and skills necessary for completing the work. CVs do not count against the 5-page proposal limit.
8. Data Management Plan (DMP). To conform with Executive Order of February 22, 2013, Increasing Access to the Results of Federally Funded Scientific Research, proposals submitted to the USGS must include a DMP, which explains how data and metadata generated by the proposed project will be disseminated and shared with other researchers

and the public. Generation and cataloging of metadata describing preserved data and materials is required by the NGGDPP. The DMP should include:

- a. Description of the types of collections, materials, and data that are expected to be preserved and made publicly accessible by the proposed project.
- b. Standards that will be used for the data and metadata formats, including justifications for deviations from the prescribed standards. As described in Part I, C. NGGDPP Reports and Products, metadata describing rescued and preserved data and materials must conform to the NGGDPP metadata schema ([http://datapreservation.usgs.gov/page/submit\\_data/](http://datapreservation.usgs.gov/page/submit_data/)).
- c. Policies for access and sharing, including provision for appropriate protection of privacy, confidentiality, security, intellectual property, and other rights or requirements. If your state is preserving data and materials with restricted access rights, explain these limitations.
- d. Provisions for re-use, re-distribution, and production of derivatives from your preserved data and artifacts.
- e. Plans for archiving and maintaining free public access to preserved data, samples, and other research products in your state facilities and on the Web. The metadata records you submit to the National Digital Catalog will be archived by the USGS and remain freely and publicly accessible.

The DMP does not count against the 5-page proposal limit.

9. **Detailed Budget.** Your proposal must include one completed detailed budget sheet (Attachment B) for priorities 1) preservation of geoscience materials and data to benefit access by researchers and investigators, and 2) submission of digital geologic maps to The National Geologic Map Database (NGMDB, <https://ngmdb.usgs.gov>). A separate detailed budget sheet is required for the pilot project (to upload and store data files in the National Digital Catalog). The detailed proposed budget must match the “Amount Requested” on the NGGDPP Proposal Information Summary Sheet (**Attachment A**). Attachments A and B provide format guidance. You may create your own budget sheet with the same format which has additional rows for needed itemization. In the detailed budget sheet, individual federal expenditures do not have to be matched by state funds. However, the **total project sum** of contributions from a state geological survey shall be equal to or greater than the amount requested from the NGGDPP and shall be derived from non-federal sources (direct and indirect costs). **Failure to provide a detailed budget itemizing state expenditures may result in rejection of the proposal.**

**Please read each category description below and provide the detailed breakdown for each cost. This information will help avoid delays processing a funded proposal, as an award will not be issued until all required information is provided. Please be scrupulous in your calculations as they will be meticulously analyzed for consistency and accuracy.**

The detailed budget **shall** include the amount proposed for each of the following:

- (a) *Salaries and wages*. List names, positions, number of hours individuals will spend on various activities, their rate of compensation and project role. Salaries or wages for student assistants (undergraduate and/or graduate students) are an acceptable cost to the Program. If a position is vacant, indicate the position title. Include only personnel actively involved in this preservation project. Under many circumstances senior management salary/time is covered by the overhead (indirect cost) portion of the budget; if this is the case, senior management salary/time should not be included. If senior management personnel do some of this work, include an explanation of their roles. Non-state survey staff working on the project should also be included if they are being supported by other state funding. **The detailed proposed budget shall include the total time worked on the project (in units of hours), rate-of-compensation (dollars/hour for hourly employees, salary/year, or salary/month), and job title or role of each person.**
- (b) *Fringe benefits*. Indicate the rates/amounts in conformance with normal accounting procedures. Explain what costs are covered in this category and the basis of the rate computations. Indicate whether rates are used for proposal purposes only or whether they are also fixed or provisional rates for billing purposes. Include a copy of the Negotiated Rate Agreement or internal memo supporting the proposed rates. The Negotiated Rate Agreement and internal memo **do not** count toward the 5-page limit.
- (c) *Travel expenses*. State the purpose of the trip(s) and itemize estimated travel costs (including number of people, number of travel days, per diem rate, mileage rate, airfare, or other travel costs) necessary to perform the activities in your proposal.
- (d) *Other direct-cost line items to list*.
- *Supplies*. List costs for office and laboratory/facility supplies. Itemize by including the number and cost for each item.
  - *Equipment*. NGGDPP funds may be used to purchase computer hardware, GPS, vehicles, or other nonexpendable property. If necessary, NGGDPP funds may be used to purchase software site licenses needed to complete data preservation projects. Show the cost of all proposed equipment/software site licenses necessary for achieving project goals. Each item should be itemized and include a **full justification** and a dealer or manufacturer quote. If full justification for equipment is not provided, equipment costs will not be supported.

Routine computer maintenance contracts and charges for computer time are not acceptable direct costs (these should be covered by indirect costs). Explain and justify any extraordinary items.

General-purpose equipment must be purchased from the applicant's operating funds. Title to non-expendable personal property shall be vested solely with the recipient. Non-expendable equipment means equipment having a useful life of more than one (1) year and having an acquisition cost of \$5,000 or more per

item. Under no circumstances shall property title be vested in a sub-tier recipient.

- Contractual services. Identify the activities for which such services would be used. Identify proposed contractors (individual or corporate) and provide criteria by which contractors will be, or have been, selected. For each individual, include their job title, total labor hours, and rate of compensation.

(e) Total direct costs. Total items (a) through (d).

(f) Indirect charges. Show the proposed rate, cost base, and proposed amount for allowable indirect costs based on the cost principles applicable to the applicant's organization. If applicant has separate rates for recovery of labor overhead and general and administrative costs, each charge should be shown. Explain the distinction between items included in the two cost pools. Applicant should propose rates for evaluation purposes, which they are also willing to establish as fixed or ceiling rates in any resulting award. A copy of the indirect negotiated cost agreement with the Federal Government must be included. If one is not established, applicants may charge 10% indirect costs. A copy of the Indirect Negotiated Cost Agreement does not count against the 5-page limit.

(g) Total charges. Total items (a) through (f). The total budget proposed must show that the federal share of the cost of the activity does not exceed 50 percent of the total cost of the activity as required by Public Law 109-58, Energy Policy Act of 2005. The non-federal share (direct and indirect costs) may be more than the federal contribution and may include compensation provided to contractors to perform services directly applicable to the proposed project.

The 5-page proposal shall include 1) Project Summary, and 2) Project Description. Standard Forms 424s, project summary sheet (Attachment A), project personnel justification and expertise table or list, CVs (max 2 pages per CV), letters from stakeholders, DMP, budget table (Attachment B), negotiated rate and cost agreements, and equipment quotes **do not count toward the 5-page limit**.

#### D. Proposal Evaluation Criteria

NGGDPP proposals will be reviewed by a seven member peer panel, consisting of three state geological survey representatives, three USGS representatives, and one non-USGS, federal representative. These panel members represent the professional areas of science, data management and preservation.

Evaluation Criteria. All proposals will be evaluated in accordance with the criteria listed below.

*NOTE: To avoid conflict of interest, no panelist may vote on a proposal from his or her state geological survey or state agency nor may any panelist discuss with other panel members his or her state's proposal. This does not prohibit cooperation or collaboration between USGS and non-USGS scientists once a grant is in place.*

***All proposals will be evaluated according to the following criteria with each criterion having equal weight:***

- **Technical merit.** This factor considers the merit and technical viability of the proposed approach and the probability of achieving positive results within the designated period.
- **Societal Benefits.** This factor considers the contribution of the preservation activities to maximizing efficiencies, and conserving and disseminating knowledge to enhance scientific investigations.
- **Knowledge, performance, and experience.** This factor considers knowledge, performance, and experience of the principal investigator and coworkers, including demonstrating the ability to successfully complete data preservation tasks, and satisfying NNGDPP reporting requirements from previously funded projects (if applicable). This factor includes the capability to provide necessary facilities and support to ensure satisfactory completion of the proposed work.
- **Appropriateness and reasonableness of the budget.** This factor considers whether the proposed budget: 1) describes how federal funds will be matched by state funds and not exceed 50 percent of total cost of proposed activities; 2) is commensurate with the level of effort needed to accomplish the project; 3) is reasonable relative to the value of the anticipated results; and 4) is within the Program's goals of maximizing the distribution of available funds to 23-25 state preservation projects.

### PART III: Proposal Guidelines

#### A. Electronic Proposal Submission Requirement

Applicants are responsible for electronically submitting the proposal to [www.grants.gov](http://www.grants.gov) by 6:00pm, EST, February 13, 2018. Be sure to **read the instructions carefully**. Paper copies will NOT be accepted.

**Please be aware the electronic submission process requires first-time users to register using an e-Authentication process. This registration process can be complex and can take up to 3 weeks to complete. Be advised that you may not be successful completing electronic submission for the first time if you begin the process only a few days before the due date. If you are from a university, contact your Office of Sponsored Programs. They may already have completed the registration process and should work with you to submit the proposal.**

If you have any questions or problems with the registration process, or the completion of the application package, please contact the grants.gov help desk at 1-800-518-4726 or [support@grants.gov](mailto:support@grants.gov).

When you submit a grant application package to Grants.gov, you will receive a confirmation screen as well as three additional emails over two business days from Grants.gov informing you of your application processing status:

1. Confirmation screen
2. Submission Receipt (with “Track My Application” link)
3. Submission Validation (or Rejection with Errors)
4. Agency Retrieval

1. **CONFIRMATION: Submission Confirmation Screen**

After a grant application package is submitted, a confirmation message will appear on the computer screen. This screen confirms that an application has been submitted to Grants.gov. This page contains a tracking number and a “Track My Application” link for monitoring the progress of the submission.

2. **NOTIFICATION 1: Submission Receipt Email**

Within two business days after the application package has been received by the Grants.gov system, a submission receipt email will be sent that indicates the submission has entered the Grants.gov system and is ready for validation. This email contains the same tracking number and a “Track My Application” link that is shown in submission confirmation screen for monitoring the progress of the submission.

3. **NOTIFICATION 2: Submission Validation Receipt Email – This is the important one!**

This second email will include a message validating or rejecting the submitted application package due to errors. The Grants.gov system is designed to check for technical errors within the submitted application package. Grants.gov does not review application content for award determination.

4. **NOTIFICATION 3: Grantor Agency Retrieval Email**

Once the application package has passed validation, it is delivered to the grantor for award determination and further approval. After the grantor has confirmed receipt of the application, a third and final email will be sent from Grants.gov. The grantor may also assign the application package an agency-specific tracking number for use within their internal system. **IF THIS E-MAIL HAS NOT BEEN RECEIVED WITHIN FOUR DAYS OF THE CLOSING DATE, PLEASE CONTACT THE CONTRACTING OFFICER, Margaret Eastman, (703) 648-7366, [mrussell@usgs.gov](mailto:mrussell@usgs.gov).**

If you need help entering your proposal, you can reach the **Grants.gov Contact Center at: 1-800-518-4726**. Their hours of operation are Monday-Friday, 7:00 a.m. to 9:00 p.m., Eastern Time, and they are closed on federal holidays.

When contacting the Grants.gov Contact Center, please have the following information available to help expedite the inquiry:

- Funding Opportunity Number (FON)
- Name of Agency You Are Applying To
- Specific Area of Concern

The electronic submission will consist of required forms SF-424, SF-424a, and SF-424b, plus the additional items described in Section C of this Announcement.

## B. Involvement of Federal Employees

Federal employees, including USGS employees, are prohibited from assisting in any capacity (paid or unpaid) with preparation of any proposal submitted under this Announcement. Proposals that have a real, or apparent, conflict of interest related to federal employees will not be processed for evaluation.

## C. Rejection of Proposals after Initial Review

If the proposal does not meet all requirements specified in the Program Announcement, as determined by the Contracting Officer in consultation with the NNGDPP management, the applicant will be promptly notified in writing of the rejection along with the reason for the rejection. If the federal share of the cost of the proposed activities is more than 50 percent of the total cost, the proposal shall be rejected.

## D. NNGDPP Products and Reports

The following deliverables will be required as a condition of received federal funds:

### 1) Metadata submitted to National Digital Catalog

- a) Describe inventoried collections using the supported methods documented at “Data Provider Dashboard Instructions” ([http://datapreservation.usgs.gov/page/submit\\_data/](http://datapreservation.usgs.gov/page/submit_data/)).
- b) Provide metadata for individual samples in collections already inventoried and entered in the National Digital Catalog through one of the supported methods documented at “Prepare Metadata Files for Upload to National Digital Catalog” ([http://datapreservation.usgs.gov/page/prepare\\_metadata\\_for\\_NDC](http://datapreservation.usgs.gov/page/prepare_metadata_for_NDC)). Metadata describing digitized geologic maps submitted to the NNGMDB shall also be cataloged in the National Digital Catalog.

2) If applicable, provide preserved digital map files to the NNGMDB by coordinating file and associated data transfer with Dave Soller, NNGMDB Project Chief ([drsoller@usgs.gov](mailto:drsoller@usgs.gov)).

### 3) Final Technical Report

Following project completion, all awards made under the NNGDPP will require submittal of a final technical report that must document and summarize the results of the work. The final technical report must contain:

- Cover page
  - Award Number
  - Title
  - Author and affiliation with address and zip code
  - Author's telephone number and e-mail address
  - Term covered by the award (start and end dates)
  - Submittal date of final technical report
  - Abstract
- Main body
  - Comparison of actual accomplishments to the goals established for the period.
  - If established goals were not met, explanation of circumstances and impediments.

- o Specific examples of user success stories and/or other societal benefits that highlight state's preservation accomplishments in this project.

The final technical report is limited to no more than five pages. A final technical report must be submitted within 90 days after the end of the grant performance period. Failure to submit a final technical report may hinder receipt of future NNGDPP funds. Final technical reports shall be submitted electronically to Natalie Latysh, NNGDPP Grants Program Manager, [nlatysh@usgs.gov](mailto:nlatysh@usgs.gov). A copy of the transmittal letter shall be submitted to Margaret Eastman, USGS Contract Specialist, [mruessell@usgs.gov](mailto:mruessell@usgs.gov).

#### PART IV. General Provisions

##### A. Funding

The total amount of NNGDPP FY 2018 funding available for state efforts is expected to be approximately \$750,000. In FY 2018, the NNGDPP anticipates awarding successful proposals that propose diverse projects of variable funding levels under this Program Announcement. Each state geological organization is allowed to submit one proposal that addresses the FY 2018 program priorities to preserve geoscience materials and describe them using NNGDPP metadata format in the National Digital Catalog.

**NOTE:** Notification of a successful proposal does **not** constitute authority to incur costs. Costs may be incurred only after the receipt of a **grant award** executed by a Contracting Officer of the USGS.

##### B. Outcome Notification

Following the peer panel reviews, the USGS will make funding decisions and notify applicants of one of four possible decisions:

1. proposal has been recommended for funding in FY 2018, subject to appropriations;
2. proposal is being declined and will not be funded in FY 2018; or
3. proposal will be funded at a reduced amount, requiring the applicant to submit an amended proposal and budget; or
4. proposal will be funded at an increased amount, requiring the applicant to submit an amended proposal and budget.

##### C. Award Terms and Conditions

Award Recipient must comply with award Terms and Conditions (Attachment C) and Cost Principles, Audit, and Administrative Requirements for Federal Awards (Attachment D). Submission of an application constitutes the applicant's acceptance of the terms and conditions for inclusion on any award resulting from their application. Any concerns with the requirements of the Special Terms and Conditions shall be presented to the Contracting Officer at least three (3) days prior to the closing date of the Announcement.

##### D. Pre-award costs are not authorized under this program.

## E. Contacts

For Grants.gov issues, go to the grants.gov website: [support@grants.gov](mailto:support@grants.gov)

For contract issues, contact Margaret Eastman, (703) 648-7366, [mrussell@usgs.gov](mailto:mrussell@usgs.gov).

For questions about the NNGDPP, contact Natalie Latysh, the NNGDPP Grant Program Manager, (303) 202-4852, [nlatysh@usgs.gov](mailto:nlatysh@usgs.gov), or, Lindsay Powers, the NNGDPP Program Coordinator, (303) 202-4828, [lpowers@usgs.gov](mailto:lpowers@usgs.gov).

**END OF PROGRAM ANNOUNCEMENT**

## Attachment A

### FY 2018 NGGDPP Proposal Information Summary

**Name of the State Geological Survey:**

**Project Title:**

**Principal Investigator(s):** (Name)  
(Institute/Organization Name)  
(Street Address/P.O. Box)  
(City, State, Zip Code)  
(Telephone Number), (E-mail Address)

**Authorized Institutional Representative:** (Name)  
(Institute/Organization Name)  
(Organizational Unit)  
(Street Address/P.O. Box)  
(City, State, Zip Code)  
(Telephone Number), (E-mail Address)

**Amount Requested:** (This is a summary of budget information from **Attachment B**.)  
Salaries  
Fringe Benefits  
Travel Expenses  
Other Direct Costs  
Indirect Costs  
**Grand Total**

**Proposed Start Date:** (Date)  
(The date you would like to start work must be between June 1, 2018, and September 14, 2018. The earliest start date for new grants will be after the USGS receives its final FY 2018 appropriation, notice of full-year continuing resolution, or June 1, 2018, whichever is later.)

**Proposed Duration:** (12 months from Proposed Start Date)  
No awards are issued for less than or more than 12 months.

**Has this proposal been submitted to any other agency for funding?** (List name of agency and program or division to which this proposal was submitted)

**Active NGGDPP-related grants:** (List project title and funding sources for all active awards)

**END OF PROPOSAL INFORMATION SUMMARY**

**Attachment B**

**NATIONAL GEOLOGICAL AND GEOPHYSICAL  
DATA PRESERVATION PROGRAM  
FY 2018 DETAILED BUDGET TEMPLATE**

State: \_\_\_\_\_

Proposal Short Title: \_\_\_\_\_

| <b>Budget Category</b>       |                                     |                             | <b>Federal Funds Requested</b> | <b>State Funds Proposed</b> |
|------------------------------|-------------------------------------|-----------------------------|--------------------------------|-----------------------------|
| <b>SALARIES:</b>             | <b>Time (hours)</b>                 | <b>Rate of Compensation</b> |                                |                             |
| Survey Staff (Name)          |                                     |                             | \$                             | \$                          |
|                              |                                     |                             | \$                             | \$                          |
|                              |                                     |                             | \$                             | \$                          |
|                              |                                     |                             | \$                             | \$                          |
| Students                     |                                     |                             | \$                             | \$                          |
|                              |                                     |                             | \$                             | \$                          |
| <b>Total Salaries</b>        |                                     |                             | <b>\$</b>                      | <b>\$</b>                   |
| <b>FRINGE BENEFITS:</b>      | <b>Fringe Benefit Rate for Each</b> | <b>Total Fringe Benefit</b> |                                |                             |
| Survey Staff (Name)          |                                     |                             | \$                             | \$                          |
|                              |                                     |                             | \$                             | \$                          |
|                              |                                     |                             | \$                             | \$                          |
|                              |                                     |                             | \$                             | \$                          |
| Students                     |                                     |                             | \$                             | \$                          |
|                              |                                     |                             | \$                             | \$                          |
| <b>Total Fringe Benefits</b> |                                     |                             | <b>\$</b>                      | <b>\$</b>                   |

Note: Individual federal expenditures do not require a state match. However, the **total project sum** of contributions from a state geological survey shall be equal to or greater than the amount requested from the NCGDPP and shall be derived from non-federal sources.

**Attachment B**

**NATIONAL GEOLOGICAL AND GEOPHYSICAL  
DATA PRESERVATION PROGRAM  
FY 2018 DETAILED BUDGET TEMPLATE**

State: \_\_\_\_\_

Proposal Short Title: \_\_\_\_\_

| <b>Budget Category</b>  | <b>Federal Funds Requested</b> | <b>State Funds Proposed</b> |
|---|--------------------------------|-----------------------------|
| <i>Travel Expenses (itemize):</i>   |                                |                             |
| Per diem  | \$                             | \$                          |
| Lodging   | \$                             | \$                          |
| Vehicle   | \$                             | \$                          |
| Mileage   | \$                             | \$                          |
|   | Name:                          |                             |
| <b>Total Travel Expenses</b>  | \$                             | \$                          |
| <i>Other Direct Costs:</i>  |                                |                             |
| Supplies (itemize)  | \$                             | \$                          |
| Equipment   | \$                             | \$                          |
| Contractual Services  | \$                             | \$                          |
| Other (identify)  | \$                             | \$                          |
|   | \$                             | \$                          |
|   | \$                             | \$                          |
|   | \$                             | \$                          |
| <b>Total Direct Costs</b>   | \$                             | \$                          |
| <b>Total Indirect Costs</b> (____% attach documentation)  | \$                             | \$                          |
|   |                                |                             |
| <b>GRAND TOTAL (include salaries, fringe benefits, travel expenses, other direct costs, and indirect costs)</b> | \$                             | \$                          |

**END OF FY 2018 DETAILED BUDGET**

## Attachment C

### Special Terms and Conditions

#### 1. Acceptance

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award by signature or electronic means. Awards are based on the application submitted to and approved by DOI and are subject to the terms and conditions incorporated either directly or by reference below.

#### 2. Grant Administration

This grant will be administered by:

U.S. Geological Survey  
Office of Acquisition and Grants  
Margaret Eastman, Grants Specialist  
12201 Sunrise Valley Drive, MS 211  
Reston, VA 20192  
Telephone (703) 648-7366  
Email: [mrussell@usgs.gov](mailto:mrussell@usgs.gov)

Written communication shall make reference to the Cooperative Agreement number and shall be mailed to the address above or [mrussell@usgs.gov](mailto:mrussell@usgs.gov).

#### 3. Method of Payment

Payments under financial assistance awards must be made using the Department of the Treasury Automated Standard Application for Payments (ASAP) system ([www.asap.gov](http://www.asap.gov)).

A. The Recipient agrees that it has established or will establish an account with ASAP. USGS will initiate enrollment in ASAP. If the Recipient does not currently have an ASAP account, they must designate an individual (name, title, address, phone and e-mail) who will serve as the Point of Contact (POC). All recipients, including foreign entities, must have a DUNS number and a EIN/TIN number in order to receive payment.

B. With the award of each grant, a sub-account will be set up from which the Recipient can draw down funds. After recipients complete enrollment in ASAP and link their banking information to the USGS ALC (14080001), it may take 7-10 days for sub-accounts to be activated and for funds to be authorized for drawdown in ASAP.

C. Inquiries regarding payment should be directed to ASAP at 855-868-0151.

D. Payments may be drawn in advance only as needed to meet immediate cash disbursement needs.

#### 4. Program Personnel

##### A. Principal Investigator

The Principal Investigator is the individual designated by the Recipient (and approved by the USGS) who is responsible for the technical direction of the research project. The Principal Investigator cannot be changed or become substantially less involved than was indicated in the Recipient's proposal, without the prior written approval of the Contracting Officer.

##### B. Grants Program Manager

The Grants Program Manager will work closely with the Principal Investigator to ensure that all technical requirements are being met. Grants Program Manager responsibilities include, but are not limited to, providing technical advice on the accomplishment of the proposal's goals; reviewing the technical content of reports and the other information delivered to the USGS; and determining the adequacy of technical reports. The Grants Program Manager is Natalie Latysh, U.S. Geological Survey, Box 25046, Mail Stop 975, Denver, CO 80225.

The NGGDPP Program Coordinator is Lindsay Powers, U.S. Geological Survey, Box 25046, Mail Stop 975, Denver, CO 80225. The Program Coordinator does not have the authority to issue any technical direction which constitutes an assignment of additional work outside the scope of the award; in any manner cause a change in the total cost or the time required for performance of the award; or change any of the terms, conditions, or general provisions of the award.

##### C. Contracting Officer (CO)

Contracting officers are individuals who have been delegated in writing by the USGS Office of Acquisition and Grants as the sole authority designated to obligate Federal funds and create terms and conditions of awards. They are the only individuals who have authority to negotiate, enter into, and administer awards resulting for this program. Contracting officers have responsibility to ensure the effective use of Federal funds.

Functions of the Contracting Officer include but are not limited to:

- (1) Issuing the grant program announcement in coordination with the Grants Program Manager.
- (2) Receiving grant proposals and related documents in response to a grant program announcement. The contracting officer as receiving official shall mark all proposals with a control number and the date officially received. He/she shall notify each applicant of the receipt of their proposal.
- (3) Approving the Grant Program Manager's Technical Evaluation Plan, which describes in detail the evaluation process for a competitive grant/cooperative agreement program. The contracting officer shall ensure the openness and fairness of the evaluation and selection process.

- (4) Serving in an advisory capacity at peer review panel meetings. He/she shall interpret grant management policies to panel members.
- (5) Notifying grant program applicants whether or not they were selected for funding or of any other disposition of their proposal.
- (6) Negotiating, as necessary, the final grant/cooperative agreement budget.
- (7) Issuing grant/cooperative agreement awards and revisions to awards.
- (8) Approving invoice payments.
- (9) Receiving all requests for changes to an award. The contracting officer shall serve as the mandatory control point for all official communications with the grantee which may result in changing the amount of the grant/cooperative agreement, the grant/cooperative agreement budget, or any other terms and conditions of the grant.
- (10) Receiving financial reports required by the terms and conditions of the award.
- (11) Closing out grant/cooperative agreement awards when all applicable award requirements have been complied with.

## 5. Reporting Requirements

### A. Required reports/documents

The Principal Investigator is required to submit the following reports or documents:

| <b>Report/Document</b>  | <b>No. of Copies and Method of Transmittal</b>  | <b>Submit To</b>                 | <b>When Due</b>  |
|---|---|----------------------------------|--|
| (1) For collection inventory:<br>on-line collection inventory form                        | Submit records describing collections using Data Provider Dashboard, information available at: <a href="http://datapreservation.usgs.gov/page/submit_data/">http://datapreservation.usgs.gov/page/submit_data/</a>                                      | <b>See Section 5.B (1) below</b> | Within 90 calendar days after the end of the performance period. <b>See Section 5.B (1) below.</b> |
| (2) For metadata describing individual samples in a collection:<br>digital metadata files | Provide metadata records to the National Digital Catalog through one of the supported methods documented at <a href="http://datapreservation.usgs.gov/page/prepare_metadata_for_NDC">http://datapreservation.usgs.gov/page/prepare_metadata_for_NDC</a> | <b>See Section 5.B (2) below</b> | Within 90 calendar days after the end of the performance period. <b>See Section 5.B (2) below.</b> |
| (3) For geologic  | Provide metadata records to   | <b>See Section 5.B (2)</b>       | Within 90  |

|   |   |                                   |  |
|---|---|-----------------------------------|--|
| maps submitted to NGMDB: digital metadata files | the National Digital Catalog through one of the supported methods documented at <a href="http://datapreservation.usgs.gov/page/prepare_metadata_for_NDC">http://datapreservation.usgs.gov/page/prepare_metadata_for_NDC</a> | <b>below</b>                      | calendar days after the end of the performance period. <b>See Section 5.B (2) below.</b>               |
| (4) Final technical report                      | Send Adobe Acrobat PDF file as an email attachment to Grants Program Manager.   | <b>See Section 5.B (3) below.</b> | Within 90 calendar days after the end of the performance period. <b>See Section 5.B (4) (b) below.</b> |
| (5) Final SF 425 Financial Status Report        | See Section 3.B(5)  | <b>See Section 5.B (4) below</b>  | Within 90 calendar days after the end of the performance period. <b>See Section 5.B (5) below</b>      |

## B. Report preparation instructions

The Recipient must prepare the reports/documents in accordance with the following instructions:

- (1) *Collection Inventory*. The recipient must submit records for collections using an online form available at: [http://datapreservation.usgs.gov/page/submit\\_data/](http://datapreservation.usgs.gov/page/submit_data/). Record entry must be completed within 90 calendar days after the end of the project period.
- (2) *Metadata for the National Digital Catalog*. Digital metadata files describing individual samples in collections, including data converted to digital format and rescued and preserved materials, must be submitted to the National Digital Catalog. Metadata must be formatted according to NGGDPP metadata schema and submitted to the National Digital Catalog through one of the supported methods described here: [http://datapreservation.usgs.gov/page/prepare\\_metadata\\_for\\_NDC](http://datapreservation.usgs.gov/page/prepare_metadata_for_NDC). For providing scanned geoscience maps to the National Geologic Map Data Base, please consult with Dave Soller, the NGMDB Project Chief ([drsoller@usgs.gov](mailto:drsoller@usgs.gov)), or send inquiries to [ngmdb@usgs.gov](mailto:ngmdb@usgs.gov).
- (3) *All Awards*. The final technical report must document and summarize the results of the work and is limited to no more than five pages. This report must contain a comparison of actual accomplishments to the goals established for the period; reasons why established goals were not met, if applicable; and other pertinent information. The final report must be submitted within 90 calendar days of the end of the project period.

- (a) Submit the final technical report electronically as an Adobe Acrobat PDF file e-mail attachment to: Natalie Latysh at [nlatysh@usgs.gov](mailto:nlatysh@usgs.gov) with a copy of the transmittal sent to Margaret Eastman at [mrussell@usgs.gov](mailto:mrussell@usgs.gov).
- (b) Final technical reports must consist of the following sections:
  - Cover page with the following information:
    - a. Award Number
    - b. Title
    - c. Author and affiliation with address and zip code
    - d. Author's telephone number and e-mail address
    - e. Term covered by the award (start and end dates)
    - f. Submittal date of final technical report
    - g. Abstract
  - Main body of the report with the following information:
    - a. Comparison of actual accomplishments to the goals established for the period.
    - b. If established goals were not met, explanation of circumstances and impediments.
    - c. Specific examples of user success stories that highlight state preservation accomplishments.

#### *(4) Final Federal Financial Report*

- (a) The Recipient will liquidate all obligations incurred under the award and submit a final STANDARD FORM 425, FEDERAL FINANCIAL REPORT through FedConnect ([www.fedconnect.net](http://www.fedconnect.net)) no later than 90 calendar days after the grant completion date. Recipient will promptly return any unexpended federal cash advances or will complete a final draw from ASAP to obtain any remaining amounts due. Once 120 days has passed since the grant completion date, the ASAP subaccount for this award may be closed by USGS at any time.
- (b) Subsequent revision to the final SF 425 will be considered only as follows -
  - (1) When the revision results in a balance due to the Government, the recipient must submit a revised final Federal Financial Report (SF 425) and refund the excess payment whenever the overcharge is discovered, no matter how long the lapse of time since the original due date of the report.
  - (2) When the revision represents additional reimbursable costs claimed by the recipient, a revised final SF 425 may be submitted to the Contracting Officer with an explanation. If approved, the USGS will either request and pay a final invoice or reestablish the ASAP subaccount to permit the recipient to make a revised final draw. Any revised final report representing additional reimbursable amounts must be submitted no later than 1 year from the due

date of the original report (i.e., 15 months following the agreement completion date). USGS will not accept any revised SF 425 covering additional expenditures after that date and will return any late request for additional payment to the recipient.

A Recipient's failure to submit the required final technical report and final financial report will likely result in delay or non-issuance of new awards.

#### 6. Adherence to Original Research Objective and Budget Estimate

Any commitments or expenditures incurred by the Recipient in excess of the funds provided by this award shall be the responsibility of the Recipient. Expenditures incurred prior to the effective date of this award cannot be charged against award funds.

#### 7. Revisions and Prior Approvals

Modifications to this award shall generally be executed by mutual written consent of the parties, with the exception of certain purely administrative changes that may be executed unilaterally by the USGS. Recipients may make certain limited budgetary and programmatic changes without prior USGS approval as outlined in 2 CFR 200.308 and 200.407. Any proposed change which requires prior written approval of the USGS shall be submitted in writing to the Contracting Officer to the address at 2. above at least thirty (30) days prior to the requested effective date of the proposed change. The USGS will respond to the change request within thirty (30) days of receipt.

- a. Extensions. Recipients are specifically advised that requests for extension or other change to the budget or project period(s) require prior written approval. Such requests must be submitted as outlined above and be accompanied by a statement supporting the extension and a revised budget indicating the planned use of all unexpended funds during the proposed extension period.
- b. Transfer of Funds. Recipients are specifically advised that prior written approval of the USGS Contracting Officer is not required for transfer of funds between direct cost categories when the cumulative amount of the transfer during the performance period does not exceed ten percent (10%) of the total USGS award. Prior written approval is required from the USGS Contracting Officer for transfers of funds in excess of the ten percent limitation.

#### 8. Nonexpendable Personal Property

The recipient must comply with 2 CFR Part 215, Section 215.34. Title to nonexpendable personal property acquired wholly or in part with Federal funds shall be vested in the Recipient unless otherwise specified in the award document. The Recipient shall retain control and maintain a property inventory of such property as long as there is a need for such property to accomplish the purpose of the project, whether or not the project continues to be supported by Federal funds. When there is no longer a need for such property to accomplish the purpose of the project, the Recipient must use the property in connection with other Federal awards the Recipient has received. Under no circumstances shall title to such property be vested in a sub-tier recipient. Disposal of nonexpendable personal property shall be in accordance with the applicable OMB circular.

## 9. Pre-agreement Costs

Pre-agreement costs are not authorized under this program. Costs must be obligated during the project period.

## 10. Award Closeout

Awards will be closed out once all requirements have been met. Technical and financial reports must be submitted on time as specified in section 5, above. Failure to adhere to the reporting requirements may result in no future awards.

## 11. Seat Belt Provision (Executive Order 13043)

Recipients of grants/cooperative agreements and/or sub-awards are 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 seatbelts and the consequences of not wearing them.

## 12. Federal Leadership on Reducing Text Messaging while Driving (Executive Order 13513)

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. (<https://www.gpo.gov/fdsys/pkg/CFR-2010-title3-vol1/pdf/CFR-2010-title3-vol1-eo13513.pdf>)

## 13. Use of U.S. Flag Air Carriers (49 USC Section 40118)

Any air transportation to, from, between or within a country other than the U.S. of persons or property, the expense of which will be paid in whole or in part by the U.S. Government, must be performed by, or under a code-sharing arrangement with, a U.S. flag air carrier if service provided by such a carrier is "available" (49 U.S.C. 40118, commonly referred to as the Fly America Act). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number. See the Federal Travel Regulation §301-10.131 - §301-10.143 for definitions, exceptions, and documentation requirements. (See also Comp. Gen. Decision B-240956, dated September 25, 1991.)

## 14. Trafficking in Persons (2 CFR Part 175)

(A) Provisions applicable to a recipient that is a private entity.

- (i) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not --
  - (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (b) Procure a commercial sex act during the period of time that the award is in effect; or
  - (c) Use forced labor in the performance of the award or subawards under the award.
- (ii) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity --
  - (a) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

- (b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either --
  - 1. Associated with performance under this award; or
  - 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 43 CFR Part 42.
- (B) Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity --
  - (i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - (ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either --
    - (a) Associated with performance under this award; or
    - (b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 43 CFR Part 42.
- (C) Provisions applicable to any recipient.
  - (i) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
  - (ii) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (b) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - (iii) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- (D) Definitions. For purposes of this award term:
  - (i) “Employee” means either:
    - (a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - (b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - (ii) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - (iii) “Private entity”:
    - (a) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - (b) Includes:

1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
  2. A for-profit organization.
- (iv) Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. Reporting Subawards and Executive Compensation Information (2 CFR Part 170)

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

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

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
  - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

*c. Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
  - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

*d. Exemptions*

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

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

*e. Definitions.* For purposes of this award term:

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

- i. A Governmental organization, which is a state, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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

3. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_ .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus*.
- ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified*.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

16. System of Award Management and Universal Identifier Requirements (2 CFR Part 25)

a. *Requirement for System of Award Management*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. *Requirement for Unique Entity Identifier Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. *Definitions*

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - i. A governmental organization, which is a state, local government, or Indian Tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization; and
  - v. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
4. *Subaward*:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
  - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
  - i. Receives a subaward from you under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

17. Prohibition on Members of Congress Making Contracts with Federal Government (41 USC Section 6306)

No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

18. Enhancement of Recipient and Subrecipient Employee Whistleblower Protection (41 USC §4712)

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

19. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements (P.L. 113-235)

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

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

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

**Insert the following award term if the recipient is an individual, small business, non-profit organization, university or other institution of higher education. This award term does not apply to state, local, or Tribal governments or foreign entities.**

20. Patent Rights (37 CFR § 401.14)

Unless otherwise provided in the Agreement, if this Agreement is for experimental, developmental, or research work, the following clause (implementing the Bayh-Dole Act, [35 U.S.C. § 200 et seq.]) shall apply. The recipient shall include this clause in all subawards for experimental, developmental, or research activities.

a. *Definitions*

1. INVENTION means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the USC, to any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 et seq.).
2. SUBJECT INVENTION means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this Agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d)) must also occur during the period of performance.
3. PRACTICAL APPLICATION means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the

invention is being utilized and that its benefits are to the extent permitted by law or Government regulations available to the public on reasonable terms.

4. MADE when used in relation to any invention means the conception or first actual reduction to practice of such invention.
  5. SMALL BUSINESS FIRM means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
  6. NON-PROFIT ORGANIZATION means a domestic university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. § 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. § 501(a)) or any domestic non-profit scientific or educational organization qualified under a State non-profit organization statute.  
b. Allocation of Principal Rights The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this Patent Rights clause and 35 U.S.C. § 203. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world. If the Agreement indicates it is subject to an identified international agreement or treaty, the U.S. Geological Survey (USGS) also has the right to direct the recipient to convey to any foreign participant such patent rights to subject inventions as are required to comply with that agreement or treaty.
- b. *Allocation of Principal Rights*
1. The recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this Patent Rights clause, including (2) below, and 35 U.S.C. § 203. With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world. If the Agreement indicates it is subject to an identified international agreement or treaty, the U.S. Geological Survey (USGS) also has the right to direct the recipient to convey to any foreign participant such patent rights to subject inventions as are required to comply with that agreement or treaty.
  2. If the recipient performs services at a Government owned and operated laboratory or at a Government owned and recipient operated laboratory directed by the Government to fulfill the Government's obligations under a Cooperative Research and Development Agreement (CRADA) authorized by 15 U.S.C. 3710a, the Government may require the recipient to negotiate an agreement with the CRADA collaborating party or parties regarding the allocation of rights to any subject invention the recipient makes, solely or jointly, under the CRADA. The agreement shall be negotiated prior to the recipient undertaking the CRADA work or, with the permission of the Government, upon the identification of a subject invention. In the absence of such an agreement, the recipient agrees to grant the collaborating party or parties an option for a license in its inventions of the same scope and terms set forth in the CRADA for inventions made by the Government.

- c. *Invention Disclosure, Election of Title and Filing of Patent Applications by Recipient*
1. The recipient will disclose each subject invention to USGS within two months after the inventor discloses it in writing to recipient personnel responsible for the administration of patent matters. The disclosure to USGS shall be in the form of a written report and shall identify the Agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding of the nature, purpose, operation, and, to the extent known, the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention, whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication, at the time of disclosure. In addition, after disclosure to USGS, the recipient will promptly notify USGS of the acceptance of any manuscript describing the invention for publication, or of any on sale or public use planned by the recipient.
  2. The recipient will elect in writing whether or not to retain title to any such invention by notifying USGS within two years of disclosure to USGS. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the U.S., the period for election of title may be shortened by USGS to a date that is no more than 60 days prior to the end of the statutory period.
  3. The recipient will file its initial patent application on an invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the U.S. after a publication, on sale, or public use. The recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application, or six months from the date when permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications when such filing has been prohibited by a Secrecy Order.
  4. Requests for extension of the time for disclosure to USGS, election, and filing under subparagraphs 1., 2., and 3. may, at the discretion of USGS, be granted.
- d. *Conditions When the Government May Obtain Title*
- The recipient will convey to USGS, upon written request, title to any subject invention:
1. if the recipient fails to disclose or elect the subject invention within the times specified in paragraph c. above, or elects not to retain title, provided that USGS may only request title within 60 days after learning of the failure of the recipient to disclose or elect within the specified times;
  2. in those countries in which the recipient fails to file patent applications within the times specified in paragraph c. above, but prior to its receipt of the written request of USGS, the recipient shall continue to retain title in that country; or in any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.
- e. *Minimum Rights to Recipient*
1. The recipient will retain a non-exclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the recipient fails to disclose the subject invention within the times specified in paragraph c. above. The

recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the Agreement was made. The license is transferable only with the approval of USGS except when transferred to the successor of that part of the recipient's business to which the invention pertains.

2. The recipient's domestic license may be revoked or modified by USGS to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404. This license will not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at discretion of USGS to the extent the recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, USGS will furnish the recipient a written notice of its intention to revoke or modify the license, and the recipient will be allowed thirty days (or such other time as may be authorized by USGS for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

f. *Recipient Action to Protect Government's Interest*

1. The recipient agrees to execute or to have executed and promptly deliver to USGS all instruments necessary to: (i) establish or confirm the rights the Government has throughout the world in those subject inventions for which the recipient retains title; and (ii) convey title to USGS when requested under paragraph d. above, and to enable the Government to obtain patent protection throughout the world in that subject invention.
2. The recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the recipient each subject invention made under this Agreement in order that the recipient can comply with the disclosure provisions of paragraph c. above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information requested by paragraph c.1 above. The recipient shall instruct such employees through the employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The recipient will notify USGS of any decision not to continue prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
4. The recipient agrees to include, within the specification of any U.S. patent application and any patent issuing thereon covering a subject invention, the following statement: "This

invention was made with Government support under (identify the Agreement) awarded by the U.S. Geological Survey. The Government has certain rights in this invention.”

5. The recipient or its representative will complete, execute and forward to USGS a confirmation of a License to the U.S. Government and the page of a United States patent application that contains the Federal support clause within two months of filing any domestic or foreign patent application.

g. *Subcontracts*

1. The recipient will include this Patent Rights clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the recipient in this Patent Rights clause, and the recipient will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractors' subject inventions.
2. In the case of subcontracts, at any tier, when the prime award by USGS was a contract (but not a cooperative agreement), USGS, subcontractor, and contractor agree that the mutual obligations of the parties created by this Patent Rights clause constitute a contract between the subcontractor and the Foundation with respect to those matters covered by this Patent Rights clause.

h. *Reporting on Utilization of Subject Inventions*

The recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the recipient and such other data and information as USGS may reasonably specify. The recipient also agrees to provide additional reports in connection with any march-in proceeding undertaken by USGS in accordance with paragraph j. of this Patent Rights clause. As required by 35 U.S.C. § 202(c)(5), USGS agrees it will not disclose such information to persons outside the Government without the permission of the recipient.

i. *Preference for United States Industry*

Notwithstanding any other provision of this Patent Rights clause, the recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the U.S. unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the U.S. However, in individual cases, the requirement for such an agreement may be waived by USGS upon a showing by the recipient or its assignee that reasonable but unsuccessful efforts have been made to award licenses on similar terms to potential licensees that would be likely to manufacture substantially in the U.S. or that under the circumstances domestic manufacture is not commercially feasible.

j. *March-in Rights*

The recipient agrees that with respect to any subject invention in which it has acquired title, USGS has the right in accordance with procedures at 37 CFR § 401.6 and USGS regulations at 45 CFR § 650.13 to require the recipient, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances

and if the recipient, assignee, or exclusive licensee refuses such a request, USGS has the right to grant such a license itself if USGS determines that:

1. such action is necessary because the recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
2. such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the recipient, assignee, or their licensees;
3. such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the recipient, assignee, or licensee; or
4. such action is necessary because the agreement required by paragraph i. of this Patent Rights clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the U.S. is in breach of such agreement.

k. *Special Provisions for Agreements with Non-profit Organizations*

If the recipient is a nonprofit organization, it agrees that:

1. rights to a subject invention in the U.S. may not be assigned without the approval of USGS, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the recipient;
2. the recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when USGS deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;
3. the balance of any royalties or income earned by the recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific or engineering research or education; and
4. it will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give preference to a small business firm if the recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided that the recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the recipient. However, the recipient agrees that the Secretary of Commerce may review the recipient's licensing program and decisions regarding small business applicants, and the recipient will negotiate changes to its licensing policies, procedures or practices with the Secretary when the Secretary's review discloses that the recipient could take reasonable steps to implement more effectively the requirements of this paragraph k.4.

l. *Communications*

All communications required by this Patent Rights clause must be submitted through Benjamin Henry, Technology Transfer Specialist, Office of Policy and Analysis (OPA), U.S. Geological Survey, Reston, VA 20192, (703) 648-4344, bhenry@usgs.gov.

## 21. Research Integrity

- 1) USGS requires that all grant or cooperative agreement recipient organizations adhere to the Federal Policy on Research Misconduct, Office of Science and Technology Policy, December 6, 2001, 65 Federal Register (FR) 76260. The Federal Policy on Research Misconduct outlines requirements for addressing allegations of research misconduct, including the investigation, adjudication, and appeal of allegations of research misconduct and the implementation of appropriate administrative actions.
- 2) The recipient must promptly notify the USGS Project Office when research misconduct that warrants an investigation pursuant to the Federal Policy on Research Misconduct is alleged.

## 22. Access To Research Data and Other Intangible Property

- 1) Recipients that are institutions of higher education, hospitals, or non-profit organizations are required to release research data first produced in a project supported in whole or in part with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law (e.g., regulations and administrative orders). “Research data” is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. It does not include preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects (e.g., laboratory samples, audio or video tapes); trade secrets; commercial information; materials necessary to be held confidential by a researcher until publication in a peer-reviewed journal; information that is protected under the law (e.g., intellectual property); personnel and medical files and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy; or information that could be used to identify a particular person in a research study.
- 2) These requirements do not apply to commercial organizations or to research data produced by State or local governments. However, if a State or local governmental grantee contracts with an educational institution, hospital, or non-profit organization, and the contract results in covered research data, those data are subject to these disclosure requirements.
- 3) Requests for the release of research data subject to this policy are required to be made to USGS, which will handle them as FOIA requests under 43 CFR 2.25. If the data are publicly available, the requestor will be directed to the public source. Otherwise, the USGS Contract Officer, in consultation with the affected Recipient and the PI, will handle the request. This policy also provides for assessment of a reasonable fee to cover Recipient costs as well as (separately) the USGS costs of responding.
- 4) Rights to research data and other intangible property shall be distributed in accordance with 2 CFR 200.315.

## 23. Conflict of Interest

The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the USGS Contracting Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award.

Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

The USGS Contracting Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the USGS Contracting Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the USGS Contracting Officer in writing. 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).

#### 24. Program Income

(A) The recipient will have no obligation to the Federal Government for program income earned from license fees and royalties for copyrighted material, in accordance with 43 CFR 12.924(h) (for A-110 recipients) or 43 CFR 12.65(e) (for A-102 recipients).

(B) If a purpose of this award is to support a conference, symposium, or similar event, income related to that event will be deducted from total allowable costs to determine the net allowable costs before calculating the Government's share of reimbursable costs, as provided in 3 CFR 12.65(g)(1) (for A-102 recipients) or 43 CFR 12.924(b)(3) (for A-110 recipients).

(C) If the recipient is an educational institution or nonprofit research organization, any other program income will be added to funds committed to the project by the Federal awarding agency and recipient and be used to further eligible project or program objectives, as described in 43 CFR 12.924(b)(1).

(D) For all other types of recipients, any other program income will be deducted from total allowable costs to determine the net allowable costs before calculating the Government's share of reimbursable costs, as provided in 3 CFR 12.65(g)(1) (for A-102 recipients) or 43 CFR 12.924(b)(3) (for A-110 recipients).

### **END OF SPECIAL TERMS AND CONDITIONS**

## Attachment D

### Cost Principles, Audit, and Administrative Requirements

#### Cost Principles, Audit, And Administrative Requirements

The Recipient shall be subject to the following regulations, which are incorporated herein by reference. Copies of these regulations can be obtained from the Internet at:  
[http://www.whitehouse.gov/omb/grants\\_docs](http://www.whitehouse.gov/omb/grants_docs)

#### Educational Institutions / State and Local Governments / Non-Profit Organizations

2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, as implemented by the Department of the Interior in 2 CFR Part 1402 and 43 CFR Part 12.

#### Additional Regulations

This award is subject to the following additional Governmentwide regulations:

- 2 CFR 180, Governmentwide Debarment and Suspension (Nonprocurement)
- 2 CFR 182, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

This award is subject to the following additional regulations of the U.S. Department of the Interior:

- 2 CFR Part 1400, Nonprocurement Debarment and Suspension
- 2 CFR Part 1401, Requirements for a Drug Free Workplace (Financial Assistance)
- 43 CFR Part 17, Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- 43 CFR Part 18, New Restrictions on Lobbying
  - Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying
- 43 CFR Part 41, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance [*Applies only if this award provides assistance to an education program or student(s)*]

**END OF COST PRINCIPLES, AUDIT, AND ADMINISTRATIVE REQUIREMENTS**